

# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC HEALTH

Renée D. Coleman-Mitchell, MPH  
Commissioner



Ned Lamont  
Governor  
Susan Bysiewicz  
Lt. Governor

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH  
AND THE  
U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION  
DPH Log # 2020-0110**

The Department of Public Health (“DPH”) and the United States Department of Labor, Wage and Hour Division (“WHD”) enter in to this Memorandum of Understanding (“MOU” or “Agreement”) in accord with the following terms:

### **1. PURPOSE**

The DPH and WHD (each a “party” and collectively the “parties”) enter into this Agreement to describe the process through which DPH will verify birth dates of certain minor employees so that the WHD can enforce federal child labor laws.

### **2. TERMS OF AGREEMENT**

This Agreement shall begin on October 1, 2019, and shall terminate on September 30, 2022, unless terminated earlier as provided herein.

### **3. TERMINATION**

Either party can terminate this Agreement by providing the other party with thirty (30) days advance written notice of such intention.

### **4. STATUTORY AUTHORITY**

The statutory authority for DPH to enter into this agreement is Conn. Gen. Stat. §§ 4-8 and 19a-2a. The statutory authority for WHD to enter into this agreement is Section 11(a) of the Fair Labor Standards Act.

### **5. FUNDING LEVEL**

This is a “no-cost” Agreement. Each party is responsible for its own costs.

### **6. DATA MANAGEMENT:**

**A. Use of Data for Specific Purposes:**

DPH and WHD shall use data received under this MOU only for the purposes set forth in Section 1 of this MOU, as permitted by applicable law, and as expressly permitted in this Agreement.

**B. Confidentiality of Data:**

- i. Confidential information is any information, including, without limitation, Social Security numbers (“SSN” individually or “SSNs” collectively), that is deemed to be confidential by any party in writing or under any applicable law.
- ii. Neither party shall disclose the confidential information that it receives from the other party under this MOU except as expressly permitted by this MOU.
- iii. Each party shall develop and implement specific safeguards to guarantee the confidentiality and security of the confidential information in a manner consistent with applicable federal and state statutes and regulations.

**C. Applicable Law:**

All information and data compiled, provided, shared or exchanged under this MOU shall be subject to all applicable state and federal confidentiality and privacy laws, regulations, and statutes regarding the use, manipulation, sharing, dissemination, and destruction of such information and data, including, without limitation and to the extent applicable, Conn. Gen. Stat. § 19a-25 (and Conn. Agencies Regs. § 19a-25-1, et seq.)

**D. The Data:**

1. WHD shall provide DPH with the WHD Form WH-9, that may include the following data:  
Minor employee’s name and place of birth, maiden name of mother, name of father and alleged date of birth.
2. DPH shall search the Connecticut birth registry for the specified birth record. If such record is found DPH shall indicate on the WHD Form WH-9 whether or not the birth date reported by WHD matches the birth date on the birth record.

**E. Data-Sharing Procedure:** To obtain the data, WHD investigators shall appear in person at the Department of Public Health Vital Records Office, where the investigator will present the Form WH-9, along with employment and identity identification. For up to two (2) requests, the DPH staff shall provide the completed form back to the WHD investigator at the time of the visit. For more than two (2) requests, DPH shall process the request at a later date and return the completed form to WHD through regular mail.

**F. Disposition of Data:**

Each party shall destroy all confidential information and all copies thereof, upon completion of the purpose for which such information was shared.

**7. POINTS OF CONTACT:**

For DPH:

Elizabeth Frugale, Registrar of Vital Records, email: [elizabeth.frugale@ct.gov](mailto:elizabeth.frugale@ct.gov), phone: 860 509-7895; and

For WHD:

David R. Gerrain, District Director, email: [gerrain.david@dol.gov](mailto:gerrain.david@dol.gov), phone: (860) 240-4907.

**8. REVISIONS AND AMENDMENTS**

Revisions to this Agreement can be made as mutually agreed upon in writing by both DPH and WHD.

**ACCEPTANCES AND APPROVALS:**

**For the United States Department of Labor, Wage and Hour Division:**

DocuSigned by: <i>David R. Gerrain</i>	11/21/2019   10:30 AM EST
David R. Gerrain, District Director	Date

**DPH Legal Review:**

DocuSigned by: <i>Shawn L. Rutchick</i>	11/21/2019   1:46 PM EST
Shawn L. Rutchick, Staff Attorney	Date

**For the Department of Public Health:**

DocuSigned by: <i>Renée D. Coleman-Mitchell</i>	11/22/2019   11:38 AM EST
Renée D. Coleman-Mitchell, MPH, Commissioner	Date