

MEMORANDUM OF AGREEMENT No. HU3500053

MEMORANDUM OF AGREEMENT (AGREEMENT)

BETWEEN

THE ARIZONA DEPARTMENT OF HEALTH SERVICES ("ADHS")

AND

ARIZONA HEAD START ASSOCIATION, INC. PROGRAM MEMBERS ("CONTRACTOR")

1. Term of the Agreement:

The term of this Agreement will be for five (5) year upon signature of the Agreement.

2. Contract Extension:

By mutual written Agreement Amendment, this Agreement may be extended for four (4) years in one (1) year increments. The total Agreement term, including extension, shall not exceed a total of five (5) years from the effective date of the Agreement.

3. Termination:

3.1 This Agreement remains in effect until terminated in accordance with the provisions of this section, or as otherwise provided below:

3.1.1 Termination without Cause

Both the ADHS and the Contractor may terminate this Agreement at any time with sixty (60) calendar days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested. If the Contractor terminates this Agreement without cause, the Contractor shall pay the ADHS the Agreement price for all services and materials completed up to the date of termination;

3.1.2 Termination for Default

The ADHS reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Agreement, to acquire and maintain all required, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The Contractor should receive written notice detailing the area of non-performance and have thirty (30) days to correct non-performance prior to termination for default;

3.1.3 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the ADHS may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Department is, or becomes at any time while the Agreement or an extension of the Agreement is in effect, an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the ADHS, it may also cancel this Contract as provided in A.R.S. § 38-511; or

3.1.4 Mutual Termination

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This Agreement may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

4. Health Insurance Portability and Accountability Act of 1996 (HIPAA):

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

5. Utilization of Confidential Information:

- 5.1. Contractor agrees not to use or disclose confidential medical information or personally identifying information other than as permitted by this MOU or as required by law,
- 5.2. Contractor agrees to use appropriate safeguards to prevent use or disclosure of confidential medical information or personally identifying information other than as provided by this MOU,
- 5.3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor from a use or disclosure of confidential medical information or personally identifying information other than as provided by this MOU,
- 5.4. Contractor agrees to report to the ADHS any use or disclosure of confidential medical information or personally identifying information not provided in this MOU of which it becomes aware, and
- 5.5. Contractor agrees to ensure that any agent, including a subcontractor, to whom Contractor provides confidential medical information or personally identifying information received from the ADHS or created or received by Contractor on behalf of the ADHS agrees to the same restrictions and conditions that apply through this MOU to Contractor with respect to such information.

6. Non-Discrimination:

The parties shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

7. Records:

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain all data and other records ("records") relating to the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to

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inspection and audit by ADHS at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

8. Arbitration:

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement, after exhausting applicable administrative review, through arbitration to the extent required by A.R.S. §12-1518.

9. Indemnity Clause:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

10. Amendment or Modifications:

No amendment or modifications to this Agreement, including any amendment or modification of this paragraph, shall be effective unless the same is in writing signed by the parties.

11. Arizona Law:

The law of Arizona applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

12. Relationship of Parties:

The Contractor under this Agreement is an independent Contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

13. Severability:

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

14. No Parole Evidence:

This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

15. No Waiver:

Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

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16. Headings:

Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

17. Advertising and Promotion of Contract:

The Contractor shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of an ADHS Procurement Officer.

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SCOPE OF WORK

1. Background

1.1. Head Start:

1.1.1. This Agreement is made under the Authority of the Economic Act, approved June 30, 1932, as amended (31 U.S.C. 1535).

1.2. Women, Infants and Children Program (WIC)

1.2.1. The WIC Program is authorized by Section seventeen (17) of the Child Nutrition Act of 1966 (42 U.S.C 1786), as amended. The WIC Program is one of several programs administered by the Food and Nutrition Service that serves low-income women and children, and

1.2.2. This agreement is entered into pursuant to the authority of 7 CFR 246.26 (d) of the Federal Regulations, USDA Food and Nutrition Service Instruction 800-1, and USDA WIC Final Policy Memorandum #2001-01.

2. Objective

2.1. The purpose of this Memorandum of Understanding (MOU) between the Arizona Head Start Association Program Members and Women, Infants and Children Division (WIC) is to facilitate coordination of services and ensure confidentiality of data to improve health outcomes and access to WIC services among at-risk children at local WIC and Head Start offices throughout Arizona. It also serves to streamline administrative procedures for staff, participants, and applicants of both the WIC and Head Start programs. The WIC and Head Start programs at the state and local level will partner to meet this goal. These agencies will work together to promote and support State, regional and local efforts to improve program coordination and services delivery for low-income children and their families who are eligible to participate in the Head Start Program and the Special Supplemental Food Program for Women, Infants, and Children (WIC); and

2.2. The parties to this Agreement each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. The use or disclosure of information concerning services, applicants or recipients obtained in connection with performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement. The Head Start and Early Head Start programs may use WIC Program information only for the purposes of conducting outreach and/or establishing the eligibility of WIC applicants or participants for Head Start or Early Head Start programs.

3. Tasks

The Contractor shall:

3.1. Provide WIC with Head Start-enrolled child information to include:

3.1.1. First Name,

3.1.2. Last Name,

3.1.3. Middle initial (when available),

3.1.4. Date of Birth,

3.1.5. Address (In the case a. through d. are not sufficient identifiers),

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- 3.1.5.1. Child's First and last name;
 - 3.1.5.2. Child's Date of Birth;
 - 3.1.5.3. Parent's First and Last name;
 - 3.1.5.4. Phone number;
 - 3.1.5.5. Address; and
 - 3.1.5.6. Email.
 - 3.1.6. Parent Contact Information, for future outreach, and
 - 3.1.7. Parent/Guardian Signature, to consent to be contacted for future outreach.
 - 3.2. Share data in a confidential, secure manner. If electronic protected health information (ePHI) is shared, it must be encrypted prior to transmission;
 - 3.3. Provide WIC at least one (1) to two (2) weeks' notice to respond following receipt of child identification information depending on the length of the list;
 - 3.4. Work cooperatively to resolve questions and concerns about the identification of children, incomplete or inaccurate information;
 - 3.5. Communicate between WIC and Head Start grantees to best support information sharing meeting confidentiality requirements of the population served including the establishment of local liaisons and methodologies to fulfill MOU requirements;
 - 3.6. Collaborate based on guidelines outlined in Attachment A;
 - 3.7. Restrict the use or disclosure of information received pursuant to this MOU to any third party unless there is a separate Release of Information obtained from the client / parent / guardian; and
 - 3.8. At the State level, provide a copy of this Agreement to local Head Start grantees via the Arizona Head Start Association Website, the Arizona Head Start Collaboration Office, and hard copy available upon request.
- 4. State Provided Items**
- ADHS will:
- 4.1. Inform clients that personal information about WIC recipients may be shared with Head Start;
 - 4.2. Share data related to Head Start enrolled children's name, date of birth, contact information, anthropometric values, hemoglobin values, and dates of measurements;
 - 4.3. Provide Head Start with WIC-enrolled child information to include:
 - 4.3.1. First Name,
 - 4.3.2. Last Name,
 - 4.3.3. Middle Initial (when available),
 - 4.3.4. Date of Birth,
 - 4.3.5. Address (In the case a. through d. are not sufficient identifiers),

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- 4.3.6. Parent Contact Information, for future outreach, and
 - 4.3.7. Parent/Guardian Signature, to consent to be contacted for future outreach.
 - 4.4. Share data in a confidential, secure manner. If electronic protected health information (ePHI) is shared, it must be encrypted prior to transmission;
 - 4.5. Restrict the use or disclosure of information received pursuant to this MOU to any third party unless there is a separate Release of Information obtained from the client/ Authorized Person;
 - 4.6. Communication will be designed locally between WIC and Head Start grantees to best support information sharing, meeting confidentiality requirements of the population served, including the establishment of local liaisons and methodologies to fulfill MOU requirements;
 - 4.7. Collaborate based on guidelines outlined in Exhibit A; and
 - 4.8. At the State level, provide a copy of this Agreement to local agencies.
- 5. Notices, Correspondence and Reports**
- 5.1. Notices, correspondence and reports from the Contractor to ADHS shall be sent to:

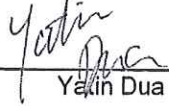
Arizona Department of Health Services
150 N 18th Avenue, Suite 320
Phoenix, AZ 85007
Phone: 602 542 1886
Email: tasha.williams@azdhs.gov

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6. SIGNATURES/APPROVALS

FOR: Catholic Charities

FOR: ARIZONA DEPARTMENT OF HEALTH SERVICES


Yatin Dua

Procurement Officer

602-319-2157

Phone

ydua@cc-az.org

Email

Date: 11/28/2023

Date: _____

FOR: Child Crisis AZ


Cindy English

480-304-9501


Phone

cindy.english@childcrisisaz.org

Email

Date: 11/15/23

FOR: Child-Parent Centers


Erin Lyons

Erin Lyons

520-623-2512

Phone

elyons@childparentcenters.org

Email

Date: 1/22/2024

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FOR: City of Phoenix

Patricia Kirkland
Patricia Kirkland (Jan 30, 2024 12:37 MST)
Patricia Kirkland
602-262-4040
Phone
patricia.kirkland@phoenix.gov
Email
Date: Jan 30, 2024

FOR: Maricopa County

Jack W. Sellers
Jack Sellers, Chairman Board of Supervisors
602-506-1776
Phone
jack.sellers@maricopa.gov
Email
Date: APR 04 2024

ATTEST:
Ananta Gary APR 04 2024
Clerk of the Board 032724

FOR: Northern AZ Council of Governments

Jennifer Brown
Jennifer Brown
928-774-9504
Phone
jbrown@nacog.org
Email
Date: 5/6/24

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FOR: Pinal Gila Community Child Services

Charity Russell
Charity Russell

520-316-4515
Phone

Charity.Russell@pgccs.org
Email

Date: 5/6/24

FOR: Southwest Human Development

Eve Del Real
Eve Del Real

602-816-1874
Phone

edelreal@swhd.org
Email

Date: _____

Handwritten signature

FOR: Western AZ Council of Governmetns

Deb Schlamann
Debbie Schlamann

(928) 217-7146
Phone

DebS@wacog.com
Email

Date: 05/03/2024

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FOR: Urban Strategies


Shandeen Gomez

602-353-5321
Phone

sgomez@urbanstrategies.us
Email

Date: 07/22/24

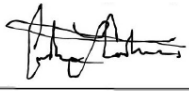
FOR: Chicanos Por La Causa


Marcia Flores

928-750-6618
Phone

marcia.flores@cplc.org
Email

Date: 7/19/24



Andres Contreras

602-257-0700
Phone

contracts@cplc.org
Email

Date: 7/29/24

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EXHIBIT A GUIDELINES FOR COLLABORATION

AREAS OF STATE AND LOCAL COLLABORATION

Both Head Start Programs and the WIC Program are encouraged to work together at the State and local level to better meet the needs of low-income children and their families. Areas for targeting collaborative efforts include:

1. Nutrition Services:

WIC and Head Start Programs are encouraged to promote the exchange of information about each program's procedures and standards for providing nutrition services to low-income children and their families. In order to accomplish this, both programs are encouraged to identify areas of commonality, such as nutrition assessment and education; gaps in services; and practices that have been found to be most effective for each program. For example, both WIC and Head Start Programs require a nutrition assessment which includes height, weight, anthropometric, and dietary information. State and local agencies are encouraged to identify ways to minimize duplication of effort in obtaining this information from persons enrolled in both programs.

2. Nutrition Education:

WIC and Head Start Programs are encouraged to exchange educational approaches and materials for children by inviting representatives from the respective programs to attend local, State, regional and national meetings. In addition, Head Start is encouraged to invite a WIC representative to serve on the Head Start Policy Council and Health and Nutrition Advisory Committee. The Head Start Program is encouraged to work with dietetic interns from the Maricopa County Department of Public Health Dietetic Internship. These interns can support efforts to streamline nutrition services and nutrition education. To the extent available, WIC State and local agencies are encouraged to provide Head Start Programs with WIC nutrition education materials. When appropriate, both programs are encouraged to provide nutrition education contacts for WIC and/or Head Start participants.

3. Shared Information:

WIC and Head Start Programs are encouraged to share statistical, geographical, medical and eligibility information regarding participants to the extent that confidentiality policies permit. In addition, both programs are encouraged to share information for community needs assessment. If opportunity allows, WIC and Head Start Programs may consider co-sponsoring community resource fairs and community information sessions. The programs are urged to welcome and encourage contributions to WIC and Head Start Programs bulletins and newsletters. Also, Head Start is encouraged to provide WIC with Head Start Programs menus for the purpose of developing WIC nutrition education lessons.

4. Display of Information:

WIC and Head Start Programs are encouraged to obtain and display information on each other's programs (bilingual brochures, posters, etc.) for the purpose of referring potentially eligible participants; and to inform participants about program locations and services. For informational purposes, the Head Start Program is encouraged to periodically invite a WIC representative to be a guest speaker at the Head Start Programs Parent Involvement Day.

5. Other Health Care Services and Referrals:

WIC and Head Start Programs are encouraged to identify other health care services and referrals available to program participants, in an effort to improve efficiency, time, and cost-effectiveness. The programs are also encouraged to work together to coordinate services and referrals to avoid overlap and prevent gaps in service.