

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

Arizona Department of Child Safety

### AND

Arizona Department of Education Acting as the Arizona Head Start

State Collaboration Office

This Memorandum of Understanding (MOU) is between the Arizona Department of Education acting as the Arizona Head Start State Collaboration Office (AHSSCO) and the Arizona Department of Child Safety (DCS).

#### I. Parties

A. The Governor appointed the Arizona Department of Education as the Arizona Head Start State Collaboration Office pursuant to 42 U.S.C. § 9837b(a)(3), which requires that a state, such as Arizona, that receives a collaboration grant made under the authority of 42 U.S.C. § 9837b(a)(2) establish linkages among Head Start, childcare, social welfare, health and state funded preschool programs, and K-12 Education. The AHSSCO administers the state collaboration grant and in turn makes subgrants to Arizona's nine Regional Head Start and Early Head Start Grantees (Head Start Grantees). The Head Start Grantees serve approximately 15,800 children.

B. Arizona's Department of Child Safety ("DCS") is established pursuant to A.R.S. § 8-451 with the primary purpose of protecting children. Pursuant to A.R.S. § 8-451(B)(4), DCS is required to "coordinate services to achieve and maintain permanency on behalf of the child, strengthen the family and provide prevention, intervention and treatment services . . ." without compromising child safety.

#### II. Authority

A. ADE, acting as the AHSSCO, enters into this MOU under the authority of 42 U.S.C. § 9837b, which requires that recipients of head start collaboration grants work to promote better linkages between Head Start agencies and other child and family agencies, including agencies that provide health, mental health, or family services, or other child or family supportive services.

B. DCS enters into this MOU pursuant to the authority to enter into contracts under A.R.S. § 8-453(A)(11) and to cooperate with other state agencies to achieve the purposes of the chapter under A.R.S. § 8-453(A)(7).

#### III. Purpose

A. The purpose of this MOU is to describe how Arizona's Head Start grantees and DCS will work together to improve access to Early Head Start and Head Start programs throughout Arizona for children in foster care. Such children are categorically eligible for Head Start programs, but numerous practical barriers exist to enrolling such children in Head Start programs. This MOU will describe specific measures that AHSSCO, Head Start Grantees and DCS can implement to help achieve the goal of increasing the

number of children in foster care in Arizona who are enrolled in Head Start programs. The measures that will be employed are drawn from U.S Department of Health and Human Services IM HS 10-04 on Head Start and Child Welfare Partnerships. That Information Memorandum describes specific practices that Head Start and child welfare agencies can employ to increase access to Head Start for children in foster care. Each Regional Head Start Grantee that participates in the effort described in this MOU will sign an acknowledgement in the form attached hereto as Attachment B, agreeing to be bound by the terms of this MOU.

B. DCS and Head Start programs at the state and local levels will work together to promote and support state, regional and local efforts to improve program coordination and service delivery for low-income children who are eligible to participate in the Head Start Program to benefit the children who are in the legal custody of the Arizona Department of Child Safety. They will also work together to streamline administrative procedures for staff, participants and applicants of both DCS and Head Start programs.

C. More specifically, this MOU is intended to accomplish the following tasks in support of achieving the goals set forth above:

1. Define the roles of DCS foster care regions and local Head Start agencies and describe how they should collaborate to improve access and services for children in Foster Care.
2. Describe how information should be shared to support ongoing services to children in Foster Care and to prevent overlap of services.
3. Prevent disclosure of confidential information to individuals or entities who are not authorized to receive such information.

D. AHSSCO, DCS and the Regional Head Start Grantees agree that communication will be designed locally between Arizona Department of Child Safety regional offices and Head Start in the manner that best supports information-sharing among specific DCS foster care regions and specific Regional Head Start Grantees, keeping paramount the need to meet the confidentiality requirements of the population served.

#### **IV. Definitions:**

The following terms will have the meanings described here for purposes of this MOU:

**“Categorically eligible for Head Start Programs”** means a child in DCS’s legal custody who has been placed in out-of-home Foster Care and who meets the age requirements for Head Start programs. 45 C.F.R. § 1305.4

**“Foster Care”** has the definition given to it in 45 C.F.R. § 1305.2: “24-hour substitute care for children placed away from their parents or guardians and for whom the state agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes. A child is in Foster Care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the state or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that

are made.”

“**Head Start**” means a program that services low-income three and four year old children and their families. (In this MOU, the term Head Start shall be construed to include both Head Start and Early Head Start.)

“**Early Head Start**” means a program that serves low-income families with infants and toddlers and pregnant women.

## V. Roles and Responsibilities

A. To achieve these goals, the AHSSCO agrees to take the following actions:

- 1) Pursuant to procedures developed with DCS, Head Start will provide training, brochures/flyers and presentations to DCS Staff about Head Start services and the enrollment process (See Attachment A.) Such training, brochures/flyers and presentations will include information about such topics as Early Head Start/Head Start services, including eligibility, location of services, and types of services provided.
- 2) Provide a copy of this MOU to local Head Start grantees via the Arizona Head Start Association website, the Arizona HSSCO, and make a hard copy available upon request.
- 3) Help Regional Head Start Grantees identify the appropriate regional DCS contacts for their areas.

B. To achieve these goals, each Regional Head Start Grantee that participates in this MOU agrees to take the following actions:

- 1) Give priority placement for Head Start services to children in Foster Care.
- 2) Allow children in Foster Care placed in Head Start programs pursuant to this MOU to attend a Head Start program, without immunization and other medical records, proof of residency, birth certificates, or other documents and to give the family reasonable time to present these documents, as required by 45 C.F.R. § 1305.4(f)(2).
- 3) Dissolve service boundaries for children in Foster Care, when in the best interest of the child and the family.
- 4) Support the goals established by other service providers for the child and the family when a child is enrolled in Head Start.
- 5) Protect information about children in Foster Care in accordance with A.R.S. § 8-807 and 45 C.F.R. § 205.50 and ensure that such information is only used as provided therein or pursuant to court order.

C. To achieve these goals, the Arizona Department of Child Safety agrees to take the following actions:

- 1) Receive training from Head Start staff and use materials provided by Head Start staff regarding the availability of Head Start services, eligibility, enrollment, and related services and benefits.
- 2) Distribute or otherwise make available informational materials received from

Head Start to DCS regional offices throughout the state and to foster parents, relatives and others through media such as DCS monthly newsletters and on the DCS website.

- 3) Cooperate with AHSSCO in providing information to Regional Head Start Grantees as to the regional DCS offices in their area.
- 4) Refer caregivers of children in Foster Care who may be eligible for Head Start services and who are identified by DCS case managers to the appropriate Head Start program. (Such caregivers will be responsible for enrolling their foster children in the Head Start program.)
- 5) Protect information about Foster Care children in Head Start programs in accordance with A.R.S. § 8-807 and 45 C.F.R. § 205.50.
- 6) Provide a copy of this MOU to local DCS offices.

## **VI. Terms and Conditions**

A. The use or disclosure of information concerning services, applicants, or recipients obtained in connection with performance of this MOU shall be restricted to purposes directly connected with the administration of the programs supported by this MOU.

B. It is not anticipated that either party to this MOU will be required to make a payment to fulfill its obligations under this MOU. However, any payment obligation of either party under this MOU is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available, or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this MOU, this MOU may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party or any other agency of the State of Arizona in the event this provision is exercised, and neither party nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

C. Pursuant to A.R.S. §§ 35-214 and 35-215, each party to this MOU shall retain all records relating to this MOU for a period of five years after completion of the MOU. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, each party to this MOU shall produce the original of any or all such records at the offices of the Department.

D. This MOU is subject to cancellation pursuant to A.R.S. § 38-511.

E. Each party to this MOU acknowledges Executive Order 2009-9.

F. Disputes regarding this MOU are subject to arbitration to the extent required by A.R.S. § 12-1518.

G. This MOU constitutes the complete agreement between the parties and may only be amended by mutual written agreement. AHSSCO or DCS may terminate this MOU at any time upon sixty days written notice.

H. Notice under this MOU shall be made as indicated below:

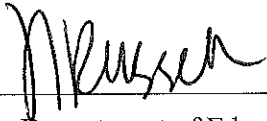
**Arizona Head Start State Collaboration Office:**

Name: Nicol Russel  
Address: 1535 W. Jefferson Street, ECE Bin # 15  
Phoenix, AZ 85007  
Email: Nicol.Russell@azed.gov  
Phone: 602-364-1530

**Arizona Department of Child Safety:**

Name: Director Greg McKay  
Address: Site Code C010-23  
P. O. Box 6030  
Phoenix, AZ 85005-6030  
Email: GMcKay@azdes.gov  
Phone: 602-255-2500

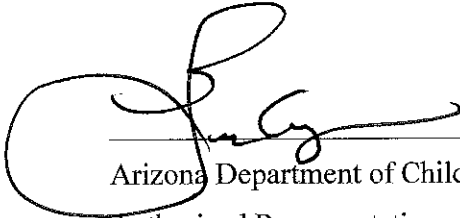
I. This MOU will take effect upon the signatures of the approving officials of AHSSCO and DCS. It becomes effective as to any particular Regional Grantee upon signature of an authorized individual of that Grantee. This MOU shall remain in effect for five years unless terminated.



\_\_\_\_\_  
Arizona Department of Education for the  
Arizona Head Start State Collaborative Office  
Authorized Representative

11/3/15

\_\_\_\_\_  
Date



\_\_\_\_\_  
Arizona Department of Child Safety  
Authorized Representative

10.21.2015

\_\_\_\_\_  
Date

**Attachment A**  
**Guidelines for MOU**

**AREAS OF STATE AND LOCAL COLLABORATION**

Both Head Start and Arizona Department of Child Safety are encouraged to work together at the State and local level to better meet the needs of foster children and their families. Areas for targeting collaborative efforts include:

**A. Shared Information**

Arizona Department of Child Safety and Head Start are encouraged to share statistical, medical and eligibility information regarding participants to the extent that confidentiality laws and policies permit, for the purpose of community assessments. The Parties agree to work cooperatively in the event it is necessary to enter into a Data Sharing Agreement to share such information. The programs are urged to welcome and encourage contributions to Arizona Department of Child Safety and Head Start bulletins and newsletters.

**B. Display of Information**

The Arizona Department of Child Safety and Head Start are encouraged to obtain and display information on each other's programs (bilingual brochures, posters, etc.) to inform participants about program locations and services. For informational purposes, the Head Start Program is encouraged to periodically invite a DCS representative to be a guest speaker at Head Start Training for Staff or Parent Meetings. Arizona Department of Child Safety is encouraged to periodically invite the local Head Start provider to be a guest speaker at an Arizona Department of Child Safety provider or staff trainings or meetings.

**C. Other Services and Referrals**

DCS and Head Start programs are encouraged to work together to coordinate services and referrals if the child transitions among different placements or services. Each local DCS and Head Start area is encouraged to assign a position to collaborate with the other.

**Attachment B**  
**Regional Head Start Grantee Participation Agreement**

Regional Grantee information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person Phone number: \_\_\_\_\_

Contact Person Email: \_\_\_\_\_

The Regional Grantee identified above agrees to work to achieve the goals of this MOU and to be bound by the terms and to perform the acts described in Section V(B) above. The Regional Grantee identified here warrants that it will provide appropriate training regarding confidentiality to all persons who have access to confidential information under this MOU, and further acknowledges, and agrees to comply with, the confidentiality provisions of this MOU.

Regional Head Start Grantee

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title