

**Guide for Data Sharing Between the
Arizona Head Start Association Program
Members and the Arizona WIC Program**

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Introduction

Background

A Memorandum of Understanding (MOU) between the Arizona Department of Health Services, Women, Infants and Children (WIC) Program and the Arizona Head Start Association, Inc. Program Members (AHSAPM) has been developed to ensure coordination of services and confidentiality of data while streamlining administrative procedures for staff, participants, and applications for services of both the Arizona WIC and Head Start programs. As a result, a referral form to streamline the data sharing process has been developed. The Head Start and WIC Referral Form (Referral Form) can be found in Attachment B of this document.

The MOU has eliminated the need for a release of information to be completed between the Arizona WIC and Head Start programs in Arizona. WIC and Head Start staff shall inform participants that personal information may be shared with Head Start and WIC, respectively, for the purposes of enrollment and outreach for the WIC and Head Start programs.

Please refer to the Memorandum of Understanding for Data Sharing Between Arizona Department of Health Services, Women, Infants and Children (WIC) and Arizona Head Start Association, Inc. Program Members (AHSAPM) in Attachment A for further information regarding data sharing and details of the memorandum.

Overview

This guide has been developed to assist local agencies with referrals between the WIC and Head Start programs. The guide is separated into two main sections. Section A defines the procedures for Arizona WIC staff to reference and Section B defines procedures for Arizona Head Start Program Member staff to reference. Each agency is encouraged to coordinate, at the local level, their preferred method of data sharing and participant referrals between WIC and Head Start in accordance with the MOU and these guidelines.

Definitions

This section includes definitions of words commonly used throughout the Guide for Data Sharing Between the Arizona Head Start Association Program Members and the Arizona WIC Program.

Local Agencies

Contractors that provide WIC services at the local level.

Sites

Locations that administer the Head Start program at the local level.

Authorized Representative

The person, other than the WIC participant, who has the authority to sign for the participants in an economic unit (household), who is responsible for following the WIC regulations, and may be issued and redeem WIC food benefits for authorized WIC foods. An Authorized Representative can be a parent, caretaker, legal guardian, relative with whom the participant lives, spouse or significant other, or an individual who has significant knowledge of family history of the participant.

Section A – Data Sharing Procedure for Arizona WIC Staff

The Head Start and WIC Referral Form – WIC Completion

The Head Start and WIC Referral Form (Referral Form) shall be completed by the local agency WIC staff when Head Start sites request information from WIC. Please see Attachment B for the Referral Form. The Referral Form includes the following information for WIC staff to complete:

1. A checkbox to indicate if the child is currently participating in Head Start or not currently participating in Head Start.
 - a. Please mark the “Currently Participating in Head Start” field if the client is currently enrolled in the Head Start program to signal the Head Start site that the client is not a new enrollee.
 - b. Please mark the “Currently Not Participating in Head Start” field if the client is being referred to Head Start and needs this information to complete the enrollment process.
2. A checkbox to indicate if the child is currently participating in WIC or not currently participating in WIC.
 - a. Please mark the “Currently Participating in WIC” field if the client is currently enrolled in WIC.
 - b. Please mark the “Currently Not Participating in WIC” field if the client is not in the HANDS system when the request is received.
3. Date of Referral
4. Child’s Full Name
 - a. Please list first name, middle initial (if applicable), and last name.
5. Child’s Date of Birth (DOB)
6. Authorized Representatives’/Caregivers’ Full Names
 - a. Please list first name, middle initial (if applicable), and last name.
7. Family’s Contact Phone Number
 - a. Please provide the phone number of the Authorized Representative/caregiver.
8. Height
9. Weight
10. Hemoglobin (Hgb)
11. Date Taken
 - a. Please list the date that the anthropometric and biochemical data were recorded/completed.
12. WIC/Head Start Clinic Contact Information
 - a. Please place clinic information in the box in the event that the clinic needs to be contacted.
13. Name of Staff Member Completing the Referral
 - a. Please enter the first and last name of the staff member in this field in the event the clinic and staff member needs to be contacted.

An optional section is located beneath the data sharing information, which allows Authorized Representatives/caregivers the option to be contacted for additional information about the program. This section includes the following information for the WIC staff to review with the Authorized Representative/caregiver to complete:

1. A question that asks the Authorized Representative/caregiver if they would like to be contacted by WIC or Head Start to learn more about the program.
 - a. Please circle WIC or Head Start (the program to which the Referral Form is being sent), and have the Authorized Representative/caregiver check Yes or No.
2. A signature box
 - a. Please have the client sign the box to confirm their consent to be contacted or their declination.

Methods of Receiving an Information Request from Head Start

Head Start sites shall request client information through the use of the Referral Form (see Attachment B). There are three methods of obtaining a Referral Form from Head Start. These include:

1. Referral Form received via fax. Client is not present, but participating in the WIC Program.
2. Referral Form received via fax. Client is not present, and client is NOT participating in the WIC Program.
3. Client presents in the clinic with the Referral Form.

Method 1: Referral Form received via fax. Client is not present, but participating in the WIC Program

If the Referral Form is received by fax and the client is not present, determine if the client is currently participating in the WIC Program. If the client is currently participating in WIC:

1. The form may be faxed with a cover page from the local agency to the Head Start site with the information requested.
2. Identify if the client is due for WIC services within two (2) weeks.
 - a. If the client does not have an upcoming appointment, the most recent anthropometric and biochemical data in the medical record shall be documented on the form and faxed back to the Head Start site.
 - b. If the client is due for WIC services within two (2) weeks where anthropometrics may be taken, WIC local agency staff may determine a method to ensure the form is completed at the appointment with current anthropometric and/or biochemical data or may provide the most current data available. Please refer to Attachment C - Head Start Acceptance Guidelines Table for acceptance guidelines at your local Head Start site. This information shall be sent back to the Head Start site or provided to the participant to take to Head Start. The form may be faxed with a cover page from the local agency to the Head Start site with the information requested, or the form may be provided to the client to take with them to their local Head Start site.

3. Staff shall document in the Note field that the Head Start Referral Form was completed.
 - a. If faxed to Head Start, record the date that it was sent in the Note and the name of the intended receiving personnel from Head Start, if applicable.
 - b. If provided to the Authorized Representative at the WIC visit, document that the referral was provided to the Authorized Representative in the Note. Actual names are NOT to be added to notes to maintain confidentiality.
4. Staff shall add Head Start in the Referral screen in the Care Plan section of HANDS and mark as “participating.”

NOTE: Best practice is to return the information requested on the Referral Form as soon as possible to the Head Start site.

Method 2: Referral Form received via fax. Client is not present, and client is NOT participating in the WIC Program

If the Head Start Referral Form is received by fax, the client is not present, and the client is not currently participating in the WIC Program:

1. The local agency shall determine a method to notify the Head Start site within two (2) weeks regarding the client’s participation status and the information requested will not be supplied by the WIC Program.

Method 3: Client presents in clinic with Referral Form

If the client presents in the clinic with the Referral Form to be completed, determine if the client needs to be seen for WIC services.

1. If the client is due for WIC services, take anthropometric and/or biochemical data as usual and complete the form with the current data. Give the form back to the client to bring back to their Head Start site.
2. If the client is due for services that do not include anthropometric or biochemical data or is not due for services, the most recent anthropometric and biochemical data in the medical record shall be documented on the form and provided to the client to bring back to their Head Start site.
3. Staff shall document in the Note that the Head Start Referral Form was completed. The Note shall include the method by which the referral was provided (i.e., fax, in person).
 - a. If faxed to Head Start, record the date that it was sent in the Note and the name of the intended receiving personnel from Head Start, if applicable.
 - b. If provided to the Authorized Representative at the WIC visit, document that the referral was provided to the Authorized Representative in the Note. Actual names are NOT to be added to notes to maintain confidentiality.
4. Staff shall add Head Start in the Referral screen in the Care Plan section of HANDS and mark as “participating.”

NOTE: If electronic sharing of this form is desired, the file must be encrypted and follow the local agency policy and procedure on electronic data sharing to protect confidentiality of client information. Local agency WIC staff shall coordinate with the local Head Start site as to the preferred method of data sharing.

Referral from Head Start to WIC

If the Referral Form is received from Head Start as a referral to WIC with completed anthropometric and/or biochemical data, please refer to Chapter 2 of the Arizona WIC Policy and Procedure Manual, Section G Health and Nutrition Assessment for acceptance criteria and documentation guidelines in HANDS. Staff will document in the Note that medical data was obtained from the Referral Form. For reference, the Note shall include the name of the Head Start staff member who completed the Referral Form. Once anthropometric and biochemical data has been recorded and the Note completed, the form may be shredded.

Collaboration

Each WIC local agency shall contact their local Head Start grantees or delegates and supply the local Head Start sites with information about the local agency WIC services, eligibility criteria, contact information, and location of local agency clinics. Each WIC local agency is recommended to have representation at the local Child-Parent Centers or Head Start Advisory Meetings to provide updates, answer questions, and learn about concerns that may be affecting participation in the Arizona WIC Program. Nutrition education and promotional outreach materials may be shared between Head Start and WIC and posted in WIC clinics.

Section B – Data Sharing Procedure for Head Start Staff

Guidelines Overview

Each Head Start office has their own guidelines for requiring anthropometric and biochemical data values. These guidelines are summarized in the Head Start Acceptance Guidelines Table (see Attachment C). Each Head Start office is encouraged to contact their local WIC clinic to learn about their hours of operation, enrollment procedures and requirements, contact information, and locations of all clinics in the area.

The Head Start and WIC Referral Form – Head Start Completion

The Head Start and WIC Referral Form (Referral Form) shall be completed by the local Head Start staff when WIC clinics request information from Head Start. Please see Attachment B for the Referral Form. The Referral Form includes the following information for Head Start staff to complete:

1. A checkbox to indicate if the child is currently participating in Head Start or not currently participating in Head Start.
 - a. Please mark the “Currently Participating in Head Start” field if the client is currently enrolled in the Head Start program.
 - b. Please mark the “Currently Not Participating in Head Start” field if the client is not in the Head Start system when the request is received.
2. A checkbox to indicate if the child is currently participating in WIC or not currently participating in WIC.
 - a. Please mark the “Currently Participating in WIC” field if the client is currently enrolled in WIC.
 - b. Please mark the “Currently Not Participating in WIC” field if the client is not currently on WIC, but is being referred to the program.
3. Date of Referral
4. Child’s Full Name
 - a. Please list first name, middle initial (if applicable), and last name.
5. Child’s Date of Birth (DOB)
6. Authorized Representatives’/Caregivers’ Full Names
 - a. Please list first name, middle initial (if applicable), and last name.
7. Family’s Contact Phone Number
 - a. Please provide the phone number of the Authorized Representative/caregiver.
8. Height
9. Weight
10. Hemoglobin (Hgb)
11. Date Taken
 - a. Please list the date that the anthropometric and biochemical data were recorded/completed.
12. WIC/Head Start Clinic Contact Information
 - a. Please place clinic information in the box in the event that the clinic needs to be contacted.
13. Name of Staff Member Completing the Referral
 - a. Please enter the first and last name of the staff member in this field in the event the clinic and staff member needs to be contacted.

An optional section is located beneath the data sharing information, which allows Authorized Representatives/caregivers the option to be contacted for additional information about the program. This section includes the following information for the WIC staff to review with the Authorized Representative/caregiver to complete:

1. A question that asks the Authorized Representative/Caregiver if they would like to be contacted by WIC or Head Start to learn more about the program.
 - a. Please circle WIC or Head Start (the program to which the Referral Form is being sent), and have the Authorized Representative/caregiver check Yes or No.
2. A signature box
 - a. Please have the client sign the box to confirm their consent to be contacted or their declination.

Methods of Receiving an Information Request from Head Start

Local agency WIC staff shall request client information through the use of the Referral Form (see Attachment B). There are three methods of obtaining a Referral Form from WIC. These include:

1. Referral Form received via fax. Client is not present, but participating in Head Start.
2. Referral Form received via fax. Client is not present, and client is NOT participating in Head Start.
3. Client presents at the site with the Referral Form.

Method 1: Referral Form received via fax. Client is not present, but participating in Head Start

If the Referral Form is received by fax and the client is not present, determine if the client is currently participating in Head Start. If the client is currently participating in Head Start:

1. The form may be faxed with a cover page from the Head Start site to the WIC clinic with the information requested within two (2) weeks of receiving the request for information.
2. Staff shall document that the Head Start and WIC Referral Form was completed and noted in the Head Start program database.

NOTE: Best practice is to return the information requested on the Referral Form as soon as possible to the WIC local agency clinic.

Method 2: Referral Form received via fax. Client is not present, and client is NOT participating in Head Start

If the Referral Form is received by fax, the client is not present, and the client is not currently participating in Head Start:

1. The site shall determine a method to notify the WIC clinic within two (2) weeks regarding the client's participation status and the information requested will not be supplied by the Head Start site.

Method 3: Client presents at site with Referral Form

If the client presents at the site with the Referral Form to be completed:

1. If the client is due for services requiring biochemical and/or anthropometric data, take anthropometric and/or biochemical data and complete the form with the current data. Give the form back to the client to bring back to the WIC clinic or fax it to the WIC clinic.
2. If the client is not due for services, the most recent anthropometric and biochemical data in the medical record shall be documented on the form and provided to the client to bring back to the WIC clinic.
3. Staff shall document that the Head Start and WIC Referral Form was completed in the Head Start program database.

Referral from WIC to Head Start

If the Referral Form is received by Head Start staff with completed anthropometric and/or biochemical data provided by the WIC clinic staff, please refer to your site's policy regarding acceptance procedures. Please see Attachment C for specific guidelines per Grantee or Delegate program requirements. General Head Start acceptance guidelines are as follows:

1. Biochemical data is to be accepted within 90 days of entry into the program. If the hemoglobin (Hgb) value is less than one (1) year old, this value may be accepted.
2. A Hgb test is required yearly.
3. Anthropometric data may be accepted for 14-45 days from when it was taken.
 - a. These guidelines are summarized in the Head Start Acceptance Guidelines Table (see Attachment C).
4. Anthropometric data is required twice per year.

NOTE: If electronic sharing of this form is desired, the file must be encrypted and follow the local agency policy and procedure on electronic data sharing to protect confidentiality of client information. Local agency WIC staff shall coordinate with the local Head Start site as to the preferred method of data sharing.

**Attachment A:
Memorandum of Understanding for Data Sharing Between
Arizona Department of Health Services, Women, Infants and
Children (WIC) and Arizona Head Start Association, Inc.
Program Members (AHSAPM)**

MEMORANDUM OF UNDERSTANDING
MOU# HU950006

MEMORANDUM OF UNDERSTANDING

For Data Sharing

BETWEEN

Arizona Department of Health Services, Women, Infants, and Children (WIC)

AND

Arizona Head Start Association, Inc. Program Members (AHSAPM)

DEFINITIONS: Capitalized terms used herein shall have the meanings set forth in this Section [1].

1. **"Authorized Employees"** means AHSAPM employees who have a need to know or otherwise access Highly-Sensitive Personal Information or Personally Identifying Information to enable AHSAPM to perform its obligations under this MOU.
2. **"Authorized Persons"** means (i) Authorized Employees; and (ii) AHSAPM [contractors,] [agents,] [outsourcers] [and] [auditors] [as each is specified on Exhibit [EXHIBIT NUMBER] to this MOU] who have a need to know or otherwise access Highly-Sensitive Personal Information or Personally Identifying Information to enable AHSAPM to perform its obligations under this MOU, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this MOU.]
3. **"Highly-Sensitive Personal Information"** means an (i) individual's government-issued identification number (including social security number, driver's license number or state-issued identified number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; or (iii) biometric or health data.
4. **"Personally Identifying Information"** means information provided to AHSAPM by or at the direction of ADHS WIC, or to which access was provided to AHSAPM by or at the direction of ADHS WIC, in the course of AHSAPM performance under this MOU that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers), in case of both sub-clauses (i) and (ii), including, without limitation, all Highly-Sensitive Personal Information. ADHS WIC's business contact information is not by itself deemed to be Personal Information.
5. **"Security Breach"** means [(i)] any act or omission that [materially] compromises either the security, confidentiality or integrity of Personal Information or the physical, technical, administrative or organizational safeguards put in place by AHSAPM [(or any Authorized Persons)] that relate to the protection of the security, confidentiality or integrity of Personal Information[, or (ii) receipt of a complaint in relation to the privacy practices of AHSAPM [(or any Authorized Persons)] or a breach or alleged breach of this MOU relating to such privacy practices].

MEMORANDUM OF UNDERSTANDING

MOU# HU950006

1. Term of the Agreement:

The Term of this MOU shall commence upon signature of both parties and shall continue for a period of five (5) years thereafter, unless terminated or cancelled as otherwise provided herein. The total MOU term shall not exceed a total of five (5) years from the effective date of the MOU.

This agreement shall take effect upon the signatures of the approving officials of the respective agencies. This agreement may be amended by mutual agreement at any time or terminated with thirty (30) days written notice. This agreement shall remain in effect unless terminated or amended.

2. Termination:

2.1. This MOU remains in effect until terminated in accordance with Provision One (1) of this section, or as otherwise provided below:

2.1.1. Termination without Cause

Both the ADHS and the AHSAPM may terminate this MOU at any time with thirty (30) calendar day notice, in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

2.1.2. Termination for Default

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

2.1.3. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the ADHS may cancel this MOU within five (5) years after MOU execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the MOU on behalf of ADHS is, or becomes at any time while the MOU or an extension of the MOU are in effect, an employee of or a consultant to any other party to this MOU with respect to the subject matter of the MOU. The cancellation shall be effective when the AHSAPM receive written notice of the cancellation, unless the notice specifies a later time. If the AHSAPM are a political subdivision of the ADHS, it may also cancel this MOU as provided in A.R.S. § 38-511; or

2.1.4. Mutual Termination

This MOU 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 therein.

MEMORANDUM OF UNDERSTANDING

MOU# HU950006

3. Utilization of Confidential Information:

- 3.1. AHSAPM agree to monitor Authorized Persons use of ADHS WIC personally identifying data and not to use or disclose confidential medical information, Personally Identifying Information or Highly-Sensitive Personal Information other than as permitted by this MOU or as required by law,
- 3.2. AHSAPM agree to use appropriate safeguards to prevent a Security Breach, such as, but not limited to, the disclosure of confidential medical information, Personally Identifying Information or Highly-Sensitive Personal Information other than as provided by this MOU,
- 3.3. AHSAPM agree to mitigate, to the extent practicable, any harmful effect that is known to AHSAPM from a use or disclosure of confidential medical information, Highly-Sensitive Personal Information, or Personally Identifying Information other than as provided by this MOU,
- 3.4. AHSAPM agree to report to the ADHS any Security Breach, including the use or disclosure of confidential medical information, Personally Identifying Information or Highly-Sensitive Personal Information not provided in this MOU of which it becomes aware, and
- 3.5. AHSAPM agree to ensure that any Authorized Persons, including any agent, or subcontractor to AHSAPM, to whom AHSAPM provide confidential medical information, Personally Identifying Information or Highly-Sensitive Personal Information received from the ADHS or created or received by AHSAPM on behalf of the ADHS, agrees to the same restrictions and conditions that apply through this MOU to AHSAPM with respect to such information.

4. 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.

5. Records and Right of Inspection:

Under A.R.S. § 35-214 and § 35-215, the Arizona WIC Program shall retain all data and other records ("records") relating to the MOU for a period of five (5) years after the completion of the each federal fiscal contract year. AHSAPM shall retain all data and other records ("records") relating to the MOU for a period of three (3) years after the completion of each annual contract year. All records shall be subject to inspection and audit by ADHS at reasonable times. AHSAPM shall provide ADHS the right of access to its facilities, servers, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this MOU.

6. Arbitration:

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

MEMORANDUM OF UNDERSTANDING MOU# HU950006
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7. Amendment or Modifications:

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

8. Arizona Law:

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

9. Relationship of Parties:

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

10. Severability:

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

11. No Parole Evidence:

This MOU 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.

12. No Waiver:

Either Party's failure to insist on strict performance of any term or condition of the MOU 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.

13. Headings:

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

14. Advertising and Promotion of Contract:

The AHSAPM shall not advertise, publish, or re-release any information for commercial benefit concerning this MOU without the prior written approval of an ADHS Procurement Officer and the ADHS Human Subject Review Board (HSRB).

15. Non-Disclosure of Data:

AHSAPM shall not disclose, in whole or in part, the data described in this MOU to any individual or agency not specifically authorized by this MOU. AHSAPM shall not disclose directly to, or use for the benefit of, any third party confidential information, knowledge or data acquired by virtue of its relationship with the other party named in this MOU, without the prior written approval of the other Party. It is understood and agreed by the Parties that the obligations of this paragraph shall survive the expiration or termination of this MOU.

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16. Data Use and Ownership:

- 16.1. AHSAPM may request data use approval from ADHS for development of papers or reports. Such papers or reports must have the specific written approval of the ADHS Human Subject Review Board (HSRB) before such products are submitted for presentation or publication.
- 16.2. ADHS shall be cited as the source of the data in all tables, reports, presentations, and scientific papers, and AHSAPM or its corresponding authors shall be cited as the source of interpretations, calculations, and/or manipulations of the data.
- 16.3. AHSAPM shall furnish a copy of a proposed publication or presentation or request approval to the ADHS HSRB for review and comment.

MEMORANDUM OF UNDERSTANDING

MOU# HU950006

SCOPE OF WORK:

This Memorandum of Understanding (MOU) is between the Arizona Head Start Association and its' member agencies and the Arizona Department of Health Services, Women, Infants and Children Program (WIC).

1. Authority:

1.1. HEAD START:

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

1.2. WIC:

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

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. Purpose:

The purpose of this memorandum 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).

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.

2.1. This MOU:

2.1.1. Provides a definition of the roles of state agencies, local Head Start agencies, local health departments and local WIC agency staff in referral, screening and follow-up.

2.1.2. Provides for data sharing of name, date of birth, contact information, anthropometric values, hemoglobin values, and dates of measurements.

2.1.3. Prevents disclosure of confidential client information to other entities.

MEMORANDUM OF UNDERSTANDING
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2.2. Head Start agrees to:

- 2.2.1. Provide WIC with Head Start-enrolled child information to include:
 - 2.2.1.1. First Name
 - 2.2.1.2. Last Name
 - 2.2.1.3. Middle initial (when available)
 - 2.2.1.4. Date of Birth
 - 2.2.1.5. Address (In the case a. through d. are not sufficient identifiers)
 - 2.2.1.6. Parent Contact Information, for future outreach
 - 2.2.1.7. Parent/Guardian Signature, to consent to be contacted for future outreach
- 2.2.2. Share data in a confidential, secure manner. If electronic protected health information (ePHI) is shared, it must be encrypted prior to transmission.
- 2.2.3. 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.
- 2.2.4. Work cooperatively to resolve questions and concerns about the identification of children, incomplete or inaccurate information.
- 2.2.5. 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.
- 2.2.6. Collaborate based on guidelines outlined in Attachment A.
- 2.2.7. Restrict the use or disclosure of information received pursuant to this Memorandum of Understanding to any third party unless there is a separate Release of Information obtained from the client/ parent/ guardian.
- 2.2.8. 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.

2.3. WIC agrees to:

- 2.3.1. Inform clients that personal information about WIC recipients may be shared with Head Start.
- 2.3.2. Share data related to Head Start-enrolled children's name, date of birth, contact information, anthropometric values, hemoglobin values, and dates of measurements.
- 2.3.3. Provide Head Start with WIC-enrolled child information to include:
 - 2.3.3.1. First Name
 - 2.3.3.2. Last Name

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- 2.3.3.3. Middle Initial (when available)
- 2.3.3.4. Date of Birth
- 2.3.3.5. Address (In the case a. through d. are not sufficient identifiers)
- 2.3.3.6. Parent Contact Information, for future outreach
- 2.3.3.7. Parent/Guardian Signature, to consent to be contacted for future outreach

- 2.3.4. Share data in a confidential, secure manner. If electronic protected health information (ePHI) is shared, it must be encrypted prior to transmission.

- 2.3.5. Restrict the use or disclosure of information received pursuant to this Memorandum of Understanding to any third party unless there is a separate Release of Information obtained from the client/ Authorized Person.

- 2.3.6. 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.

- 2.3.7. Collaborate based on guidelines outlined in Attachment A.

- 2.3.8. At the State level, provide a copy of this agreement to local agencies.

MEMORANDUM OF UNDERSTANDING
MOU# HU950006

3. Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

FOR: Catholic Charities Westside Head Start



Larry Campbell, Director
Catholic Charities Westside Head Start

11-26-18
Date

MEMORANDUM OF UNDERSTANDING
MOU# HU950006

4. Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

FOR: Chicanos Por La Causa

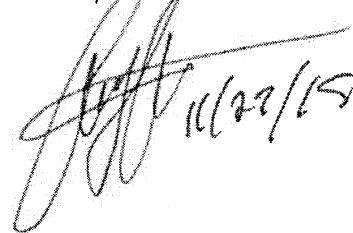


Andrea Martinez, VP
Chicanos Por La Causa

11/26/18

Date

ANDRES CONTRERAS
EVP, CPLC



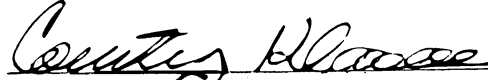
11/22/18

MEMORANDUM OF UNDERSTANDING
MOU# HU950006

5. Signatures:

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FOR: Child Crisis Arizona


Child Crisis Arizona

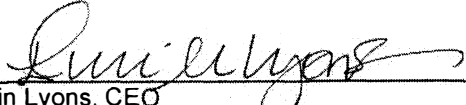
12/10/18
Date

MEMORANDUM OF UNDERSTANDING
MOU# HU950006

6. Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

FOR: Child Parent Centers, Inc. (CPC)



Erin Lyons, CEO
Child Parent Centers, Inc. (CPC)

11/29/2018

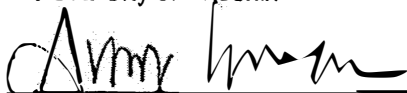
Date

MEMORANDUM OF UNDERSTANDING
MOU# HU950006

7. Signatures:

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FOR: City of Phoenix



Amy Corriveau, Deputy Director
City of Phoenix

11.30.16

Date

Delegates:

Alhambra School District Head Start
Booker T. Washington Head Start
Deer Valley School District Head Start
Fowler School District Head Start
Greater Phoenix Urban League Head Start
Murphy School District Head Start
Roosevelt School District Head Start
Washington School District Head Start
Wilson School District Head Start

MEMORANDUM OF UNDERSTANDING
MOU# HU950006

8. Signatures:

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FOR: Maricopa County



Eve Del Real, Director
Maricopa County

12/6/18

Date

MEMORANDUM OF UNDERSTANDING
MOU# HU950006

9. Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original; but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

FOR: Northern Arizona Council of Governments

Jennifer Brown

Jennifer Brown, Director
Northern Arizona Council of Governments

11/26/18

Date

MEMORANDUM OF UNDERSTANDING
MOU# HU9560006

10. Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

FOR: Pinal Gila Community Child Services, Inc.



Charity Russell, Director
Pinal Gila Community Child Services, Inc

12/7/18
Date

MEMORANDUM OF UNDERSTANDING
MOU# HU950006

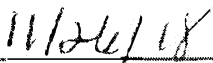
11. Signatures:

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FOR: Southwest Human Development



Mindy Zapata, Director
Southwest Human Development




Date

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MOU# HU950006

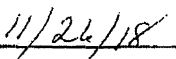
12. Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

FOR: Western Arizona Council of Governments



Deb Hany, Director
Western Arizona Council of Governments




Date

13. Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

FOR: Urban Strategies



Urban Strategies, Director
Karla Solano

12/2/18

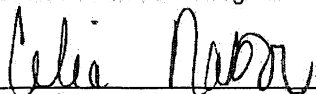
Date

MEMORANDUM OF UNDERSTANDING
MOU# HU956006

14. Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

FOR: Arizona WIC Program



Celia Nabor, MPA
Arizona WIC Director Chief, Bureau of Nutrition and Physical Activity

11/26/18

Date

FOR: Arizona Department of Health Services



Chief Procurement Officer or Designee
Arizona Department of Health Services
150 N 18th Ave, Suite 260
Phoenix, AZ 85007

Jan 2nd, 2019

Date

MEMORANDUM OF UNDERSTANDING

MOU# HU950006

Attachment A

Guidelines for Collaboration

AREAS OF STATE AND LOCAL COLLABORATION

Both Head Start 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 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 found to be most effective for each program. For example, both WIC and Head Start 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 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. Head Start 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 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 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 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 bulletins and newsletters. Also, Head Start is encouraged to provide WIC with Head Start menus for the purpose of developing WIC nutrition education lessons.

4. Display of Information:

WIC and Head Start 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 Parent Involvement Day.

5. Other Health Care Services and Referrals:

WIC and Head Start are encouraged to identify other health care services and referrals available to program participants, such as EPSDT/Medicaid. Whenever possible, the programs may consider using a joint application form, such as the "Model Application Form", 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.

**Attachment B:
The Head Start and WIC Referral Form**



Head Start and WIC Referral Form



This referral form is for sharing client information between Arizona Head Start Programs and the Arizona WIC Program. This form is to be completed and shared with the requesting agency within two (2) weeks from the Date of Referral. If the client is due back for measurements within 2 weeks, please hold this form to complete at that time. If not, complete with the most recent measurements.

Please complete ALL sections noted with a *.

Participation Status*

Currently Participating in Head Start
Currently Participating in WIC

Currently Not Participating in Head Start
Currently Not Participating in WIC

Date of Referral (MM/DD/YYYY)*

Child's Full Name (First, Middle Initial, Last)*

Child's Date of Birth (MM/DD/YYYY)*

Authorized Representatives'/Caregivers' Full Name (First, Middle Initial, Last)*

Family's Contact Phone Number*

Height

Date Taken

Weight

Date Taken

Hgb

Date Taken

Referring WIC/Head Start Clinic Contact Information*

Name of Staff Member Completing the Referral*

Optional: To Be Completed By Participants

This section is to verify permission to be contacted by the programs for outreach and enrollment beyond the information provided on this form. Please review with Authorized Representative/Caregivers. The selected program below will be the agency receiving this referral form.

Would you like to be contacted by [circle one] WIC or Head Start to learn more about the program? (Please check one)
Yes No

Authorized Representatives'/Caregivers' Signature



Formulario de Recomendación para Head Start y WIC



Este formulario de recomendación es para compartir información de los clientes entre los programas Head Start y WIC de Arizona. Este formulario se tiene que llenar y compartir con la agencia que lo solicite dentro de dos (2) semanas de la Fecha de Recomendación. Si el cliente tiene que regresar para medidas dentro de 2 semanas, por favor guarde esta forma para esa siguiente visita. Si no, llénela con las medidas más recientes.

Por favor llene TODAS las secciones que tiene un *.

Estado de participación*

Actualmente participa en Head Start

Actualmente no participa en Head Start

Actualmente participa en WIC

Actualmente no participa en WIC

Fecha de Recomendación (MM/DD/YYYY)*

Nombre completo del niño (Nombre, Inicial del segundo nombre, Apellido)*

Fecha de nacimiento del niño (Mes/Día/Año)*

Nombre completo de Representantes autorizados/Cuidadores (Nombre, Inicial del segundo nombre, Apellido)*

Número de teléfono de contacto de la familiar*

Altura

Fecha en que se tomó

Peso

Fecha en que se tomó

Hemoglobina

Fecha en que se tomó

Información de contacto de la clínica que recomienda WIC/Head*

Nombre del miembro del personal que llenó el formulario*

Opcional: Para que lo llenen los participantes

Esta sección es para verificar el permiso para que lo contacten los programas para promoción e inscripción, aparte de la información que se le da en este formulario. Por favor repáselo con el Representante/cuidador autorizado. El programa seleccionado abajo será la agencia que reciba el formulario de recomendación.

¿Le gustaría que le contactara [circule una agencia] WIC o Head Start para saber más del programa? (Por favor marque uno).

Si

No

Firma del Representante/cuidador autorizado.

Attachment C: Head Start Acceptance Guidelines Table

Grantee or Delegate Program Name	When is height and weight completed (within so many days of entry)?	When do you require a hemoglobin value (90 days of entry)?	How many times do you do a growth assessment (once or twice a program year)?	If you do a growth assessment more than once, when are they completed?	How long is a hemoglobin value valid for (one year)?	Do you use the EPSDT for growth assessment for EHS children?	At what value do you refer child to PCP for low hemoglobin? At what value do you just provide info about anemia and iron?
Catholic Charities Westside Head Start	14 days of entry	90 days of entry	Twice	1 st - within 14 days of entry 2 nd - in January after Christmas break within 14 days	1 year	Yes, when provided	>11.0, no need to refer. If value 10.1-11.0, provide information to parent, rescreen in 6 months, if value is 10.0 or less, refer to PCP.
Chicanos Por La Causa	45 days of entry	What the EPSDT guidelines state	Once at the center, plus EPSDT from medical provider	As needed by medical provider, WIC, etc	What the EPSDT guidelines state	Yes	Depending on what lab place they attended and the values listed on the lab results we let the family know to take the conversation to their medical home
Child Crisis Arizona	90 days of entry	EPSDT guidelines	Once & EPSDT data from medical provider	Within 45 days of entry and all scheduled EPSDTs	1 year	Yes	< 11.5 refer to PCP and provide literature on anemia
Child Parent Centers, Inc. (CPC)	45 days of entry	90 days of entry	Twice	1 st - within 45 days 2 nd - around March	1 year	Yes, when provided	<11.0 for HGB, refer to PCP and/or WIC. Always provide information

Grantee or Delegate Program Name	When is height and weight completed (within so many days of entry)?	When do you require a hemoglobin value (90 days of entry)?	How many times do you do a growth assessment (once or twice a program year)?	If you do a growth assessment more than once, when are they completed?	How long is a hemoglobin value valid for (one year)?	Do you use the EPSDT for growth assessment for EHS children?	At what value do you refer child to PCP for low hemoglobin? At what value do you just provide info about anemia and iron?
City of Phoenix	90 days of entry	Do not do (Only EHS)	Twice	90 days of entry and the end of April	1 year	Yes	< 11.0 refer to PCP or WIC
Maricopa County	14 days of entry	90 days of entry	Twice	1 st - within 14 days of entry. 2 nd - in January after Christmas break within 14 days	1 year	Yes, when provided	>11.0, no need to refer. If value 10.1-11.0, provide information to parent, rescreen in 6 months, if value is 10.0 or less, refer to PCP.
Northern Arizona Council of Governments	45 days of entry	45 days of entry	Twice	45 days and in January	1 year	Yes	10 or less
Pinal Gila Community Child Services, Inc.	45 days of entry	90 days of entry	Preschool = Once annually; Infant/Toddler = Twice annually	Infant/Toddler = every 6 months if they do not follow the EPSDT schedule	Preschool = 2 years Infant/Toddler = 1 year	Yes, if they are completed within the time frame	If less than 11.0 we provide information and refer to WIC, PCP or Nutrition Consultant
Southwest Human Development	30 days of entry	90 days of entry	Once	N/A	1 year	Yes (only if done within 30 days of entry)	10.9

Grantee or Delegate Program Name	When is height and weight completed (within so many days of entry)?	When do you require a hemoglobin value (90 days of entry)?	How many times do you do a growth assessment (once or twice a program year)?	If you do a growth assessment more than once, when are they completed?	How long is a hemoglobin value valid for (one year)?	Do you use the EPSDT for growth assessment for EHS children?	At what value do you refer child to PCP for low hemoglobin? At what value do you just provide info about anemia and iron?
Urban Strategies	90 days of entry	90 days of entry	Once per program year	N/A	1 year	Yes	Refer: 10 or below. Provide info: values of 10.1-11.4
Western Arizona Council of Governments	45 days of entry	90 days of entry	Twice	45 days and April	2 years for normal values; 1 year for abnormal values	No, we measure them w/in 45 days and in April	Less than 10.9 for Yuma and La Paz counties; less than 11.3 for Mohave county