	<b>Memorandum of Understanding (MOU)</b>	Division of Benefits and Medical Eligibility (DBME) 1789 W Jefferson Street Mail Drop 3101 Phoenix, AZ 85007
	<b>Data Sharing Agreement with City of Phoenix Head Start Birth to Five</b>	
	Effective Through: June 30, 2028	

## 1. INTRODUCTION

The purpose of this MOU is to describe and identify the roles and responsibilities for collaboration between Arizona Department of Economic Security's ("ADES") Division of Benefits and Medical Eligibility ("DBME") and the City of Phoenix Head Start Birth to Five Program ("City of Phoenix"). This MOU is made effective on the date of the last signature. DBME and City of Phoenix are each a "Party" or "Agency" and together constitute the "Parties" or "Agencies".

## 2. PURPOSE/AUTHORITY

This MOU sets forth an agreement to provide for the ability of DBME to share personally identifiable information ("PII") including Full Name, Address, Date of Birth, Birthplace, Gender/Race, and Phone Number for the purpose of providing SNAP benefits to eligible recipients.

## 3. RESPONSIBILITIES

The Parties agree as follows:

### 3.1. City of Phoenix Responsibilities:

- 3.1.1. City of Phoenix is responsible for using the data to carry out the successful implementation of recruiting and connecting with families eligible for Head Start.
- 3.1.2. Store data in a secured location with limited access through password protection or other form of authentication to safeguard against any misuse.
- 3.1.3. Restrict the use or disclosure of any data provided without the express written consent of DBME.

### 3.2. DBME Responsibilities:

- 3.2.1. DBME agrees to cooperate to the fullest extent possible to provide all data and or services necessary to carry out the Purpose of this MOU.

### 3.3. Data Sharing Agreement

- 3.3.1. The data exchange details are captured in the Data Sharing Agreement No. 1775143 and has been mutually agreed upon and signed off by both Agencies.

## 4. PAYMENT REQUIREMENTS

This Agreement is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the Parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Each Party shall be fiscally responsible for their own portion work performed under the MOU.

## **5. NOTICES**

- 5.1. All notices to City of Phoenix regarding this Agreement shall be sent to the following address:

City of Phoenix  
Jose Garcia  
200 W Washington  
Phoenix, AZ 85003  
Phone: 602-679-2680  
Email: [Jose.M.Garcia@phoenix.gov](mailto:Jose.M.Garcia@phoenix.gov)

- 5.2. All notices to the ADES regarding this Agreement shall be sent to the following address:

Arizona Department of Economic Security – DBME  
Jonelle Clytus, Contracts Manager  
1789 W. Jefferson Street, MD 3101  
Phoenix, AZ 85007  
Phone: 480-261-8917  
Email: [JonelleClytus@azdes.gov](mailto:JonelleClytus@azdes.gov)

- 5.3. Notices, requests, or demands given or made upon the Parties herein, pursuant to or in connection with this Agreement, unless otherwise noted, shall be delivered in person, sent by United States Mail, postage prepaid, or, electronically to the Parties at their respective address as indicated above.

- 5.4. All notices shall reference the contract number(s) as indicated in the footer of this Agreement.

## **6. IT IS MUTUALLY UNDERSTOOD AND AGREED BY ALL PARTIES THAT:**

### **a. Modification**

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 all Parties.

### **b. Term of the Agreement:**

Term of this Agreement shall begin on the date of the last signature and shall end on June 30, 2028 unless otherwise agreed upon by both Parties in writing.

### **c. Agreement Extension:**

This Agreement may be extended through a written amendment by mutual agreement of the Parties.

### **d. Termination:**

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

#### **i. Termination without Cause**

Both DBME and City of Phoenix may terminate this Agreement at any time with thirty (30) calendar days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

#### **ii. Termination for Default**

DBME reserves the right to terminate this Agreement in whole or in part due to the failure of City of Phoenix to comply with any material obligation, term or condition of the Agreement, or to make satisfactory progress in performing the Agreement. City of Phoenix should receive written notice detailing the area of non-performance and have thirty (30) days to correct non-performance prior to termination for default;

#### **iii. Cancellation for Conflict of Interest**

Signature: Patricia Kirkland  
Patricia Kirkland (Aug 7, 2023 16:09 PDT)

Email: patricia.kirkland@phoenix.gov

Pursuant to A.R.S. § 38-511, DBME 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 City of Phoenix receives written notice of the cancellation, unless the notice specifies a later time.

**iv. Mutual Termination**

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.

**e. Arizona Law:**

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

**f. Reporting Requirements:**

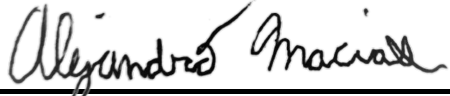

No reporting requirements under this Agreement. Reporting requirements may be added in the future, through written modification to the MOU, amendment, addendum, or DSAs, by mutual agreement of the Parties.

**7. SIGNATURES.**

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING.**

**FOR AND ON BEHALF OF THE DIVISION OF  
BENEFITS AND MEDICAL ELIGIBILITY:**

**FOR AND ON BEHALF OF THE CITY OF  
PHOENIX HEAD START:**

 Signature of Authorized Individual  Name and Title: Alejandro Macias, Deputy Business Administrator	 Signature of Authorized Individual  Name and Title: Marchelle F. Franklin, Human Services Director
8/17/2023 Date	Aug 11, 2023 Date

**APPROVED AS TO FORM:**

Julie M. Kriegh, City Attorney

*Paul Li*

Paul M. Li  
Assistant Chief Counsel

  
LC

**ATTEST:**



City Clerk

Aug 14, 2023

Date



**Signature:** 

**Email:** [luke.christian@phoenix.gov](mailto:luke.christian@phoenix.gov)