

<p style="text-align: center;"><b>MEMORANDUM OF UNDERSTANDING</b> <b>MOU# HU950006</b></p>
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**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].

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**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.

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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**

### **MOU# HU950006**

**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:**

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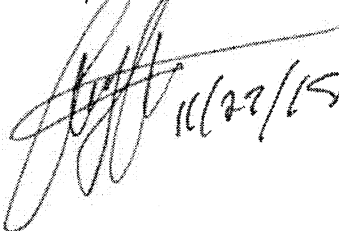
**FOR: Chicanos Por La Causa**

  
\_\_\_\_\_  
Andrea Martinez, VP  
Chicanos Por La Causa

\_\_\_\_\_  
Date

11/26/18

ANDRES CONTRERAS  
EVP, CPLC

  
11/22/15

**MEMORANDUM OF UNDERSTANDING**  
**MOU# HU950006**

**5. Signatures:**

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**FOR: Child Crisis Arizona**

Courtney Hancock  
Child Crisis Arizona

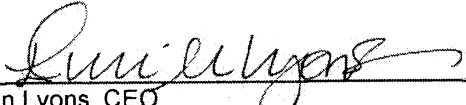
12/10/18  
Date

**MEMORANDUM OF UNDERSTANDING**  
**MOU# HU950006**

**6. Signatures:**

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**FOR:** Child Parent Centers, Inc. (CPC)

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

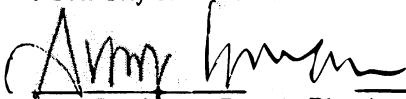
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Date

**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**  
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**8. Signatures:**

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**FOR: Maricopa County**



\_\_\_\_\_  
Eve Del Real, Director  
Maricopa County

12/6/18

\_\_\_\_\_  
Date

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**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, Director  
Northern Arizona Council of Governments

11/26/18

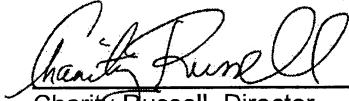
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Date

**MEMORANDUM OF UNDERSTANDING**  
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**10. Signatures:**

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**FOR:** Pinal Gila Community Child Services, Inc.



Charity Russell, Director  
Pinal Gila Community Child Services, Inc

12/7/18  
Date

**MEMORANDUM OF UNDERSTANDING**  
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**11. 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:** Southwest Human Development

  
\_\_\_\_\_  
Mindy Zapata, Director  
Southwest Human Development

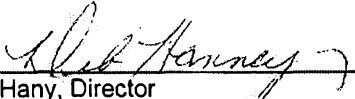
  
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Date

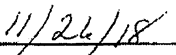
**MEMORANDUM OF UNDERSTANDING**  
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**12. Signatures:**

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**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

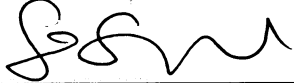
  
\_\_\_\_\_

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 18<sup>th</sup> Ave, Suite 260

Phoenix, AZ 85007

Jan 2<sup>nd</sup>, 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.