

MEMORANDUM OF AGREEMENT
No. MOU2025-014

MEMORANDUM OF UNDERSTANDING (AGREEMENT)

BETWEEN

**THE ARIZONA DEPARTMENT OF HEALTH SERVICES (ADHS)
BUREAU OF WOMEN'S AND CHILDREN'S HEALTH (BWCH)
MATERNAL INFANT AND EARLY CHILD HOME VISITING (MIECHV) PROGRAM**

AND

**THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES) (CONTRACTOR)
CHILD AND COMMUNITY SERVICES DIVISION
ARIZONA EARLY INTERVENTION PROGRAM (AzEIP)**

1. Term of the Agreement:

The term of this Agreement will be for three (3) years upon signature of the Agreement.

2. Contract Extension:

The total Agreement term, including extension, shall not exceed a total of five (5) years from the effective date of the Agreement.

3. Termination:

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

3.1.1 Termination without Cause

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

3.1.2 Termination for Default

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

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3.1.3 Cancellation for Conflict of Interest

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

3.1.4 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.

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

- 4.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 4.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.
- 4.3. Contractor's records are considered educational records and protected under the Family Educational Rights Privacy Act (FERPA). ADHS and Contractor may need to apply the "Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) And the Health Insurance Portability and Accountability Act of 1996 (HIPAA) To Student Health Records" first issued in November 2008 and updated in December 2019 by the U.S. Department of Health and Human Services and the U.S. Department of Education.

5. Utilization of Confidential Information:

- 5.1. Contractor agrees not to use or disclose confidential medical information or personally identifying information other than as permitted by this MOU or as required by law.
- 5.2. Contractor agrees to use appropriate safeguards to prevent use or disclosure of confidential medical information or personally identifying information other than as provided by this MOU.

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

6. Non-Discrimination:

The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.

7. Records:

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain all data and other records (“records”) relating to the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by ADHS at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

8. Arbitration:

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

9. Indemnity Clause:

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

10. Amendment or Modifications:

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

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11. Arizona Law:

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

12. Relationship of Parties:

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

13. Severability:

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

14. No Parol Evidence:

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

15. No Waiver:

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

16. Headings:

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

17. Advertising and Promotion of Contract:

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

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SCOPE OF WORK

1. Background

- 1.1. The ADHS, BWCH supports efforts to improve the health of Arizona's women and children. Within BWCH, the Office of Children's Health supports the increased focus within the state and nation on the importance of early childhood programs. It also supports enhanced integration of existing children's programs both within the ADHS and among other state and federal agencies and outside partners.
- 1.2. The Office of Children's Health administers the Maternal, Infant and Early Childhood Home Visiting (MIECHV) ([Maternal, Infant, and Early Childhood Home Visiting \(MIECHV\) Program | MCHB](#)) federal grant funded by the Health Resources and Services Administration (HRSA). The MIECHV program is funded entirely through federal funds aimed to achieve the following objectives:
 - 1.2.1. Implement evidence-based home visiting models or promising approaches that are voluntary, serve eligible families residing in at-risk communities as identified in the current MIECHV needs assessment, and target outcomes specified as statutorily mandated benchmark areas which include:
 - 1.2.1.1. Improved maternal and newborn health.
 - 1.2.1.2. Prevention of injuries, child abuse, neglect or maltreatment, and reduction of emergency department visits.
 - 1.2.1.3. Improvement in school readiness and achievement.
 - 1.2.1.4. Reduction in crime or domestic violence.
 - 1.2.1.5. Improvements in family economic self-sufficiency.
 - 1.2.1.6. Improvements in coordination and referrals for other community resources and supports.
 - 1.2.2. Ensure the provision of high-quality home visiting services to eligible families living in at risk communities by, in part, coordinating with comprehensive statewide early childhood systems to support the needs of those families.
 - 1.2.3. Collaborate with state and local partners to increase availability of and eligible families access to coordinated early childhood systems and high-quality services.
- 1.3. The Interagency Leadership Team (IALT) was organized and convened to plan and implement the first MIECHV grant application in 2009 and awarded to the ADHS. The IALT consists of state agencies that fund evidence-based home visiting programs and federally funded home visiting programs and support the home visiting system in Arizona. The IALT is composed of representatives from the Arizona Department of Economic Security (ADES) which includes AzEIP (IDEA Part C); Arizona Department of Education (ADE) (IDEA Part B Section 619 lead agency(ies) and Title I); Arizona Department of Health Services (ADHS) Bureau of Women and Children's Health (BWCH) (Title V and public health agency); AHCCCS which includes Medicaid and Behavioral Health Services (DBHS); First Things First (FTF); the Department of Child Safety (DCS) (Title II of the Child Abuse Prevention and Treatment Act, child welfare agency Title IV-E and IV-B); Native Health (ACF Tribal MIECHV awardee); and Maricopa County Department of Public Health (federal awardee for Healthy Start) as well as staff, consultants, and evaluators for the MIECHV program. It meets bi-monthly to provide input/feedback on strategic and operational issues related to the MIECHV grant, promote development and enhancement of home visiting, and coordinate and leverage home visiting resources.

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- 1.4. Data collection is also critical to the success of the Arizona Home Visiting System. Through the partnerships of IALT, Arizona procures a contract to establish the Arizona Efforts to Outcomes (ETO) Home Visiting Data Management System. As a result, there are four (4) evidence-based and evidence-informed models across three (3) state agencies and five (5) funders entering home visiting data into the same system. This collaborative effort and continued coordination allow for home visiting to be implemented throughout the state to ensure that programs are effective, non-duplicative and reach the highest need and most underserved communities.
- 1.5. The Individuals with Disabilities Act Part C was established as the federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, age's birth through age three (3) years, and their families. ADES has been designated as Arizona's lead agency to receive this grant and administer the early intervention program through AzEIP.
- 1.6. As the designated agency, AzEIP oversees a statewide, comprehensive, coordinated, multidisciplinary, interagency system of services and supports to enhance the development of the child and the family and/or caregivers' capacity to support the development of eligible children from birth through age three (3) years with significant developmental delays or disabilities. Additionally, the administration of this program includes identification and coordination of resources available to AzEIP families and children from federal, state, and local resources, to ensure eligible children and their families receive the early intervention services needed to support learning and development.

2. Objective

- 2.1. The purpose of this MOU is to describe the relationship between ADHS and ADES/AzEIP regarding the Arizona home visiting system and the MIECHV grant.
- 2.2. The MIECHV grant requires written agreements from key state agencies to advance coordination in the areas of:
 - 2.2.1. Project planning, implementation, evaluation.
 - 2.2.2. Facilitation of referrals, screening, follow up and service coordination.
 - 2.2.3. Systems and data coordination.

3. Scope of Work

- 3.1. Advance the coordination in the areas of Project Planning, Implementation, Evaluation
 - 3.1.1. ADES/AzEIP shall:
 - 3.1.1.1. Participate on the IALT and priority workgroups that are in alignment with the role of ADES/AzEIP.
 - 3.1.1.2. Provide information during IALT meetings related to their individual agency project planning, implementation, and evaluations in the areas of home visiting, early childhood development, maternal and child health, and other related areas pertaining to pregnant people and families with children birth-age five (5).
 - 3.1.1.3. Provide training as requested not to exceed six (6) per year of this agreement on Part C services, processes, and coordination to home visitation partners and local implementing agencies.

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- 3.1.1.4. Promote awareness and availability of the supports and services available through evidence-based home visitation programs including referral.
- 3.1.1.5. Utilize Strong Families AZ marketing and recruitment materials developed to promote the statewide home visitation system.
- 3.1.1.6. Utilize county specific coordinated referral systems, the Strong Families website program finder, Strong Families Family Rx, or helpline to refer families to services.
- 3.1.2. ADHS shall:
 - 3.1.2.1. Participate in the ADES/AzEIP Interagency Coordinating Council (ICC) and associated workgroups.
 - 3.1.2.2. Coordinate with IALT members to provide training, as requested not to exceed six (6) per year of this agreement to ADES/AzEIP staff, service coordinators, and contracted service providers on evidence-based home visitation.
 - 3.1.2.3. Promote awareness and availability of supports and services available through ADES/AzEIP.
 - 3.1.2.4. Promote local implementing agencies of evidence-based home visitation to ensure that all children who may or may not be eligible for AzEIP services are identified as early as possible and families are assisted in accessing timely and coordinated services.
 - 3.1.2.5. Promote local implementing agencies to coordinate with families to include a Consent to Share with any referral to ADES/AzEIP to promote and support coordination of eligibility, service coordination, and services between ADES/AzEIP service providers and evidence-based home visitation providers.
- 3.2. Facilitation of referrals, screening, follow-up, and service coordination
 - 3.2.1. ADES/AzEIP shall:
 - 3.2.1.1. Receive referrals from Home Visitors throughout the state of Arizona based on the outcome of a developmental screening, which includes observation and parent/guardian input, or if the child has a known medical condition that has a likelihood of resulting in a significant delay.
 - 3.2.1.2. Follow up with an eligibility determination process, which may include an evaluation and assessment, and appropriate referrals. If the child is eligible for Part C, an AzEIP contractor will provide service coordination.
 - 3.2.1.3. Collaborate with ADHS on the development of home visitation awareness materials as applicable.
 - 3.2.1.4. Incorporate Strong Families AZ program information within the AzEIP Central Directory.

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3.3. Systems and Data Coordination

3.3.1. ADES/AzEIP shall:

3.3.1.1. Provide as requested and available data as AzEIP finds feasible and appropriate including:

3.3.1.1.1. The number of referrals received from individuals enrolled in evidence-based home visitation programs.

3.3.1.1.2. The number of referrals received from evidence-based home visitation programs which resulted in children receiving services from ADES/AzEIP.

3.3.1.1.3. Other data as requested to meet agreed upon IALT priorities to audit and evaluate the critical questions from both programs.

3.3.2. ADHS shall:

3.3.2.1. Provide the list of Home Visiting participants that could match to identify an aggregated number of children who were referred to and/or enrolled in AzEIP.

3.3.2.1.1 Associated data is not statutorily required. Data provision contributes to systems building.

4. Notices, Correspondence and Reports

4.1. Notices, correspondence and reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
Bureau of Women's and Children's Health
Maternal Infant and Early Child Home Visiting (MIECHV)
150 North 18th Avenue, Suite 310
Phoenix, AZ 85007
Telephone: (602) 364-1400
Email: jessica.stewart-gonzalez@azdhs.gov
Fax: (602) 364-1496

4.2. Notices, correspondence, and reports from ADHS to the Contractor shall be sent to:

Arizona Early Intervention Program
Department of Economic Security
Contracts Manager
1789 W. Jefferson MD 2HP1
Phone: (602) 532-9960
Fax: (602) 200-9820
Email: azeipcontracts@azdes.gov

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Signatures/Approvals

FOR ARIZONA DEPARTMENT OF
ECONOMIC SECURITY EARLY
INTERVENTION PROGRAM

Eva N. Binns

FOR ARIZONA DEPARTMENT OF HEALTH
SERVICES:

_____ Procurement Officer

Date: 4/8/25

Date: _____