

MEMORANDUM OF UNDERSTANDING
No. HU261011

Memorandum of Understanding

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 (DES)
Arizona Early Intervention Program (AzEIP)**

1. Purpose of the MOU

- 1.1 The purpose of this MOU is to describe the relationship between ADHS and DES AzEIP regarding the Arizona Home Visiting System and the MIECHV grant; and
- 1.2 The MIECHV grant requires written agreements from key state agencies to advance coordination in the areas of:
 - 1.2.1 Project planning, implementation, evaluation,
 - 1.2.2 Facilitation of referrals, screening, follow-up, and service coordination, and
 - 1.2.3 Systems and data coordination.

2 Term of the MOU:

The term of this MOU shall become effective upon signature and continue for three (3) years, unless terminated, canceled, or extended as otherwise provided herein.

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

3.1 Termination without Cause

Both the ADHS and AzEIP may terminate this MOU 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.

3.2 Termination for Default

The ADHS reserves the right to terminate the MOU in whole or in part due to the failure of AzEIP 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. AzEIP should receive written notice detailing the area of non-performance and have thirty (30) days to correct non-performance prior to termination for default.

3.3 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the ADHS may cancel this MOU within three (3) 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 the Department is, or becomes at any time while the MOU or an extension of the MOU is 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 AzEIP receives written notice of the cancellation unless the notice specifies a later time. If

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AzEIP is a political subdivision of the ADHS, it may also cancel this MOU as provided in A.R.S. § 38-511.

3.4 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 and payment therein.

3.5 Utilization of Confidential Information

- 3.5.1 AzEIP 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,
- 3.5.2 AzEIP 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,
- 3.5.3 AzEIP agrees to mitigate, to the extent practicable, any harmful effect that is known to AzEIP from a use or disclosure of confidential medical information or personally identifying information other than as provided by this MOU,
- 3.5.4 AzEIP 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, and
- 3.5.5 AzEIP agrees to ensure that any agent, including a subcontractor, to whom AzEIP provides confidential medical information or personally identifying information received from the ADHS or created or received by AzEIP on behalf of the ADHS agrees to the same restrictions and conditions that apply through this MOU to AzEIP with respect to such information.

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

AzEIP warrants 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 MOU. AzEIP warrants it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the MOU so both ADHS and AzEIP 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. AzEIP will sign any documents that are reasonably necessary to keep ADHS and AzEIP in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, AzEIP 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, AzEIP agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification AzEIP has attended or participated in job related HIPAA training that is: (1) intended to make AzEIP 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.

5 Arizona Law:

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

6 Indemnity Clause:

AzEIP 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

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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 AzEIP 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 AzEIP 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 AzEIP from and against all claims. It is agreed AzEIP will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this MOU, AzEIP 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 AzEIP for the State of Arizona.

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 Conflict of Interest

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within four (4) years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the ADHS receives written notice of the cancellation unless the notice specifies a later time.

9 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.

10 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.

11 Records:

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

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 MOU are severable. Any term or condition deemed illegal or invalid shall not affect any

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other term or condition of the MOU.

14 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.

15 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.

16 Headings:

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

17 Advertising and Promotion of MOU: only if applicable

AzEIP shall not advertise or publish information for commercial benefit concerning this MOU 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) (<https://mchb.hrsa.gov/maternal-child-health-initiatives/home-visiting-overview>) 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, and
- 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 Interagency Leadership Team 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 (DES) which includes the Arizona Early Intervention Program (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.
- 1.4 Data collection is also critical to the success of the Arizona Home Visiting System. Through the

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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; and

- 1.5 The Arizona Early Intervention Program (AzEIP), located within the Arizona Department of Economic Security (DES), is the office that administers the state's Individuals with Disabilities Education Act (IDEA) Part C. As a critical component of the early childhood health and development system, Arizona Early Intervention Program (AzEIP)

2. Scope of Work

AzEIP shall:

- 2.1 Advance the coordination in the areas of Project Planning, Implementation, Evaluation
- 2.1.1 Participate on the Interagency Leadership Team and priority workgroups that are in alignment with the role of DES AzEIP, and
- 2.1.2 IALT members 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.
- 2.2 Facilitation of referrals, screening, follow-up, and service coordination
- 2.2.1 Receive referrals from Home Visitors throughout the state of Arizona based on the outcome of a development 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, and
- 2.2.2 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.
- 2.3 Systems and Data Coordination
- 2.3.1 Serve as the early childhood health and development system lead on early intervention and provides training for home visitors as determined relevant and feasible to support home visitors in screening for developmental delays and importance of early intervention.

3. Notices, Correspondence and Reports

- 3.1 Notices, correspondence, and reports from DES 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 320
Phoenix, AZ 85007
Telephone: (602) 364-1400
Email: Laura.Bellucci@azdhs.gov
Fax: (602) 364-1496

- 3.2 Notices, correspondence, and reports from ADHS to DES shall be sent to:

Arizona Early Intervention Program
Department of Economic Security

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Contracts Manager
1789 W. Jefferson MD 2HP1
Phone: (602) 532-9960
Fax: (602) 200-9820
Email: azeipcontracts@azdes.gov

4. Signatures/Approvals

ARIZONA DEPARTMENT OF ECONOMIC
SERVICES

Alicia Amundson

Alicia Amundson, Administrator
Arizona Department of Economic Services
Early Intervention Program

Date: February 28, 2022

FOR ARIZONA DEPARTMENT OF HEALTH
SERVICES

Christine Ruth, Chief Procurement Officer
Arizona Department of Health Services

Date: _____