

MEMORANDUM OF UNDERSTANDING

Contract #000000000000000000063846

[Maternal, Infant, Early Childhood Home Visiting Program
(MIECHV)]

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and among the **Indiana Department of Health (“IDOH”)**, the **Indiana Department of Child Services (“DCS”)**, the **Indiana Department of Education (“IDOE”)**, the **Indiana Family and Social Services Administration, Division of Disability and Rehabilitative Services (“DDRS”)** and the **Indiana Family and Social Services Administration, Office of Early Childhood and Out of School Learning (“OECOSL”)** and is executed pursuant to the terms and conditions set forth in this MOU. IDOH, DCS, IDOE, DDRS, and OECOSL will be referred to collectively as the “Parties” and individually as the “Party.”

I. PURPOSE & FUNDING:

- A. This MOU sets forth the terms to formalize collaboration with Early Childhood Partners and Early Childhood System Coordination as outlined in the Maternal, Infant and Early Childhood Home Visiting (“MIECHV”) Program formula funding opportunity #HRSA-16-172. The MIECHV Program is a federal policy initiative to support the delivery of coordinated and comprehensive high-quality voluntary early childhood home visiting services to eligible families administered by Health Resources and Services Administration (“HRSA”) in partnership with the Administration for Children and Families (“ACF”).
- B. Pursuant to the Social Security Act, Title V, § 511(c) (42 U.S.C. § 711(c)) (hereafter referred to as “authorizing legislation”), IDOH and DCS will ensure the provision of high-quality home visiting services to eligible families in at-risk communities. One of the ways this is to be done is by establishing appropriate linkages and referral networks to other community resources and supports, including to high-quality, comprehensive statewide early childhood systems.
- C. Consistent with home visiting model fidelity requirements, IDOH and DCS must develop and implement, in collaboration with other federal, state, territory, tribal, and local partners, a continuum of home visiting services to support eligible families and children prenatally through kindergarten entry. To this end, IDOH and DCS should develop policies and procedures in collaboration with other MIECHV-supported and non-MIECHV-supported home visiting and early childhood partners to transition families into other home visiting or early childhood services to sustain services to eligible families of children through kindergarten entry.
- D. IDOH and DCS must ensure involvement in the MIECHV project planning, implementation, and/or evaluation by representatives of the agencies listed below through development of this MOU with:
 - i. The State’s Early Childhood Comprehensive Systems (“ECCS”)

- recipient (IDOH);
- ii. The State's Title V agency (IDOH);
- iii. The State's Public Health agency, if this agency is not also administering the State's Title V program (IDOH);The State's agency for Title II of the Child Abuse Prevention and Treatment Act ("CAPTA") (DCS);
- iv. The State's child welfare agency (Title IV-E and IV-B), if this agency is not also administering Title II of CAPTA (DCS);
- v. The State's Individuals with Disabilities Education Act (IDEA) Part C (DDRS/First Steps) and Part B Section 619 lead agency(ies) (IDOE); and
- vi. The State's Elementary and Secondary Education Act Title I or state pre- kindergarten program (IDOE).
- vii. Office of Early Childhood and Out of School Learning (OECOSL)

E. This MOU addresses the coordination and/or communication of referrals, screening, service coordination and follow up, systems coordination, data coordination, and professional development as applicable to the state departments involved in the MOU.

F. There are no funds distributed by and between the Parties through this MOU.

II. TERM AND RENEWAL OF MOU

- A. Term. This MOU shall become effective on **10/01/2022** and terminate on **09/30/2024**.
- B. Renewal. This MOU may be renewed under the same terms and conditions, subject to the approval of the State Budget Director. Any renewal of this MOU shall be made in writing and may not be longer than two (2) years.

III. PROVISIONS

- A. Responsibilities of IDOH and DCS:
 - i. Schedule and coordinate the meeting(s) of the Indiana Home Visiting Advisory Board ("INHVAB"), which has the following goals:
 - 1. Improve the provision and systems coordination of home visiting services throughout the state via shared home visiting service definition, data driven understanding of availability of services, and collaborative maximization of resources, as well as strengthening home visiting as a vital link in Indiana's early childhood systems;
 - 2. Ensure the provision of high-quality home visiting services to eligible families in at-risk communities. One of the ways this is to be done is by establishing appropriate linkages

and referral networks to other community resources and supports, including to high-quality, comprehensive statewide early childhood systems;

3. Develop and implement, in collaboration with other federal, state, territory, tribal, and local partners, a continuum of home visiting services to support eligible families and children prenatally through kindergarten entry; Develop policies and procedures in collaboration with other MIECHV-supported and non-MIECHV-supported home visiting and early childhood partners to transition families into other home visiting or early childhood services to sustain services to eligible families of children through kindergarten entry; and
4. Must ensure involvement in the MIECHV project planning, implementation, and/or evaluation by representatives of the agencies listed above Section I D through development of memoranda of understanding.

B. Professional Development Responsibilities of IDOH:

- i. Plan, coordinate and present the Infant Mortality Summit (“Summit”), annually, which provides attendees with considerable information, training and professional development opportunities related to early childhood/infant welfare as well as networking opportunities.
- ii. Attend and participate in IDOE, DDRS (First Steps), and OECOSL professional development opportunities such as annual conferences as appropriate.

C. Professional Development Responsibilities of DCS

- i. Plan, coordinate and present the Institutes for Strengthening Families conferences (“Institutes Conferences”).
 1. The Institute Conferences are three (3) day conferences that are held twice a year.
 2. The Institute Conferences provide attendees with considerable information, training and professional development opportunities in the child welfare arena, including but not limited to early childhood professional development and networking opportunities.
- ii. Attend and participate in IDOE, DDRS (First Steps), and OECOSL professional development opportunities such as annual conferences as appropriate.

D. Responsibilities of IDOE, DDRS (First Steps), and OECOSL:

- i. Attend and participate in the professional development opportunities;
- ii. Actively participate in INHVAB and assist in pursuing INHVAB’s goals set out in this MOU above.

E. IDOH, DCS, IDOE, DDRS (First Steps), and OECOSL joint responsibilities:

- i. Designate staff with the responsibility to share information about home visiting programs and early childhood services including the process of making referrals, screening, services and follow-up,

- outreach and education provided by community based programs and services under their agencies' responsibility through regular communication;
- ii. Designate staff with the responsibility to attend public meetings and participate as appropriate in DDRS (First Steps) state-level Interagency Coordinating Council ("ICC") and local-level Local Planning and Coordinating Council ("LPCC") meetings;
 - iii. Assure regular communication of professional development opportunities outlined above via established communication plan including at least dates, times, locations, registration processes and associated costs. Provide data, within limits of applicable state and federal laws, regulations, and guidelines, for analysis and program evaluation and to measure the performance of coordinated and collaborative service planning to serve the most vulnerable and at-risk families effectively. At-risk families, as described in MIECHV authorizing legislation, are eligible families who reside in communities and are in need of such services as identified in the statewide needs assessment required under subsection 511(b)(1)(A). They include:
 - 1. Low-income eligible families;
 - 2. Eligible families with pregnant women who have not attained age 21;
 - 3. Eligible families that have a history of child abuse or neglect or have had interactions with child welfare services;
 - 4. Eligible families that have a history of substance abuse or need substance abuse treatment;
 - 5. Eligible families that have users of tobacco products in the home;
 - 6. Eligible families that are or have children with low student achievement;
 - 7. Eligible families with children with developmental delays or disabilities; and
 - 8. Eligible families that include individuals who are serving or formerly served in the Armed Forces, including such families that have members of the Armed Forces who have had multiple deployments outside of the United States.

IV. AMENDMENTS

- A. This MOU may be amended by mutual consent. Any such amendment shall be by written agreement of the Parties executed with the same formality as this original MOU.
- B. No waiver of any provision hereunder shall operate as an amendment or bind a Party to future waiver of the same unless incorporated in an amendment pursuant to IV.A above.
- C. This MOU may be rendered null and void, in whole or in part, by changes in federal or state law or if funding and appropriations prevent any Party from fulfilling its terms. In such an event, each Party agrees to notify the other as soon as possible.

V. SEVERABILITY

The invalidity of any section, subsection, clause or provision of this MOU shall not affect the validity of the remaining sections, subsections, clauses or provisions.

VI. CONFIDENTIALITY

The Parties understand and agree that data, materials and information disclosed may contain confidential and protected data. Therefore, the Parties agree that data, material, and information gathered, based upon or disclosed for the purposes of this Agreement, will not be further disclosed to others without the prior written consent of DCS, IDOH, DDRS, OECOSL, and IDOE unless otherwise authorized under the terms of this Agreement.

Each Party that receives confidential information from another Party shall maintain the confidentiality of that information in accordance with IC §§ 4-1-6-8.5 and IC 5-14-3-6.5.

VII. TERMINATION

- A. This MOU may be terminated by any Party, upon reasonable notice, whenever, for any reason, any Party determines that such termination is in its best interest, and shall be delivered in accordance with Section IX [NOTICE TO PARTIES] herein.
- B. If any Party has failed to comply with the terms of this Agreement, any Party may, upon thirty (30) days written notice to the other, terminate this Agreement. The notice of termination shall state the reason(s) for the termination and the effective date and be delivered in accordance with Section IX [NOTICE TO PARTIES] herein.

VIII. FUNDING CANCELLATION

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this memoranda, the memoranda shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

IX. NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this MOU, it shall be sent to the following addresses, unless otherwise advised:

- A. Notices to IDOH shall be sent to:
Eden Bezy (or successor)
Maternal & Child Health
Director

Indiana Department of Health
2 North Meridian Street, 2nd
Floor Indianapolis, IN 46204
ebezy@isdh.IN.gov (or successor's email address)

B. Notices to DCS shall be sent to:

Deputy Director Child Welfare
Services Indiana Department of Child
Services
302 West Washington Street, Room E306, MS 47
Indianapolis, Indiana 46204
David.Reed@dcs.IN.gov (or successor's email address)

Notices to IDOE shall be sent to:

Dr. Katie Jenner (or successor)
Superintendent of Public Instruction
Indiana Department of Education
kjenner@doe.IN.gov (or successor's email address)

C. Notices to DDRS shall be sent to:

Kelly Mitchell (or successor)
Director
402 West Washington St W-
453 Indianapolis, IN, 46204
Kelly.Mitchell@fssa.IN.gov (or successor's email address)

D. Notices to OECOSL shall be sent to:

Nicole Norvell (or
successor) Director
402 West Washington St W-361, MS-
02 Indianapolis, IN, 46204
Nicole.Norvell@fssa.IN.gov (or successor's email address)

x. **THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT
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In Witness Whereof, Indiana Department of Child Services, Indiana Department of Education, Indiana Family and Social Services, and the Indiana Department of Health have, through their duly authorized representatives, entered into this Memorandum. The parties, having read and understood the foregoing terms of this Memorandum, do by their respective signatures dated below agree to the terms thereof.

Indiana Department of Child Services

DocuSigned By:
By: *Daron Nicholas Atwell - 00502*
8A6BCB244857475...

Indiana Department of Health

DocuSigned By:
By: *[Signature]*
FD195E4E7AF9428...

Title: CFO

Title: IDOH Chief of Staff

Date: 6/6/2022 | 09:07 EDT
Indiana Department of Education

Date: 6/8/2022 | 06:21 EDT

DocuSigned By:
By: *Dr. Katie Jenner*
95854BB0E2CE46C...

Title: Secretary of Education

Date: ~~6/6/2022~~ | 11:49 EDT
Indiana Family and Social Services (DDRS)
By: *Kelly Mitchell*
28B0265524AB48A...

Title: Director of DDS

Date: 6/6/2022 | 17:18 EDT

Indiana Family and Social Services (OECOSL)

DocuSigned By:
By: *Made Norvell*
2F66DDC2806E45B...

Title: Director

Date: 6/7/2022 | 08:03 EDT

Electronically Approved by: State Budget Agency By: Zachary Q. Jackson, Director (for)	

Certificate Of Completion

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Subject: 400-22-069-MIECHV,DCS,IDOE,DDR	
Source Envelope:	
Document Pages: 7	Signatures: 5
Certificate Pages: 5	Initials: 0
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Envelopeld Stamping: Enabled	Michael Mendyk
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	402 W Washington St W462
	Indianapolis, IN 46204
	MMendyk@isdh.IN.gov
	IP Address: 108.59.55.245


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Signer Events

Aaron Nicholas Atwell - 00502
 Aaron.Atwell@dcs.in.gov
 CFO
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 Aaron Nicholas Atwell - 00502
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 Signature Adoption: Pre-selected Style
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Timestamp

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 Signed: 06/06/2022 | 09:07

Electronic Record and Signature Disclosure:

Accepted: 06/06/2022 | 09:07
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Dr. Katie Jenner
 kjenner@doe.IN.gov
 Secretary of Education
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 Dr. Katie Jenner
 95854BB0E2CE46C...
 Signature Adoption: Pre-selected Style
 Signed by link sent to kjenner@doe.IN.gov
 Using IP Address: 108.59.55.228

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 Signed: 06/06/2022 | 11:49

Electronic Record and Signature Disclosure:

Accepted: 06/06/2022 | 11:49
 ID: 40a09ef6-1c55-46c3-b0d9-40b808e96297

Kelly Mitchell
 Kelly.Mitchell@fssa.IN.gov
 Director of DDRS
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 Kelly Mitchell
 28B0265524AB48A...
 Signature Adoption: Pre-selected Style
 Signed by link sent to Kelly.Mitchell@fssa.IN.gov
 Using IP Address: 50.201.115.66

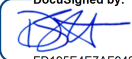
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 Signed: 06/06/2022 | 17:18

Electronic Record and Signature Disclosure:

Accepted: 07/13/2021 | 12:08
 ID: 3e06ad06-ec1f-4ae4-bbaf-c3c7273138b4

Signer Events	Signature	Timestamp
Nicole Norvell Nicole.Norvell@fssa.IN.gov Director Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  2F66DDC2806E45B...</p> <p>Signature Adoption: Pre-selected Style Signed by link sent to Nicole.Norvell@fssa.IN.gov Using IP Address: 152.117.79.5</p>	<p>Sent: 06/06/2022 17:18 Viewed: 06/07/2022 08:02 Signed: 06/07/2022 08:03</p>

Electronic Record and Signature Disclosure:
 Accepted: 06/07/2022 | 08:02
 ID: fcbcc5f0-46b1-4d77-8184-9024f1ab4f7f

D. Shane Hatchett shatchett@health.in.gov IDOH Chief of Staff Auditor of State, State of Indiana Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  FD195E4E7AF9428...</p> <p>Signature Adoption: Uploaded Signature Image Signed by link sent to shatchett@health.in.gov Using IP Address: 47.227.95.25 Signed using mobile</p>	<p>Sent: 06/07/2022 08:03 Viewed: 06/08/2022 06:20 Signed: 06/08/2022 06:21</p>
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	06/08/2022 06:20
Signing Complete	Security Checked	06/08/2022 06:21
Completed	Security Checked	06/08/2022 06:21
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact State of Indiana:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise State of Indiana of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at indiana@stateofindiana.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from State of Indiana

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to indiana@stateofindiana.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with State of Indiana

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify State of Indiana as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by State of Indiana during the course of your relationship with State of Indiana.