DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the Arizona Department of Education ("ADE").

WHEREAS, the ADES is duly authorized to execute and administer contracts under A.R.S. § 41-1954, and

WHEREAS, the ADE is duly authorized to execute and administer contracts under A.R.S. § 41-2022, and

WHEREAS, the ADES and the ADE are authorized by A.R.S. § 11-952 et seq. and A.R.S. § 41-2022 to enter into agreements for joint or cooperative action to contract for the services specified in this contract, and

THEREFORE, the ADES and ADE agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:	**FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF EDUCATION:**
Procurement Officer Signature	Signature
PAM GIROUX	ROSS BEGNOCHE
Printed Name	Printed Name
PROCUREMENT MANAGER	CFO
Title	Title
6/24/2015	6/23/15
Date	Date
ADES 15-097649	
ADES Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____ *Assistant Attorney General*

Date: 6/23/15

By: _____ *Public Agency Legal Counsel*

Date: 6-23-15

1.0 ADES VISION AND MISSION STATEMENTS

1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.

1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PARTIES

2.1 This Intergovernmental Agreement (IGA) is between the ADES and the ADE.

3.0 TERM OF AGREEMENT

3.1 **TERM**

The term of this Agreement shall have an effective date of July 1, 2015 and shall end on June 30, 2020, unless otherwise agreed upon by both parties in writing.

3.2. **EXTENSION**

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

3.3. **TERMINATION**

3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.3.2 Each party shall have the right to terminate this agreement by hand-delivering to the other party a written notice of termination at least thirty (30) days prior to the effective date of said termination.

4.0 AMENDMENTS OR MODIFICATIONS

4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee, or other representative of either Party is empowered to alter any of the terms of the Agreement, unless done in writing and signed by the authorized representative of the respective Parties.

4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number;
2. Change in authorized signatory; and/or
3. Change in the name and/or address of the person to whom notices are to be sent.

5.0 DEFINITIONS

5.1 Arizona Department of Economic Security, Arizona Early Intervention Program (ADES/AzEIP) is the office within ADES responsible for fulfilling all lead agency responsibilities as described in IDEA, Part C, for early intervention services for children birth through two years old and their families.

5.2 Arizona Early Intervention Program (AzEIP) is the comprehensive and coordinated system of early intervention services authorized in A.R.S. § 41-2022 and implemented through the collaborative activities of five AzEIP Participating Agencies and their contractors, as defined in 5.4. AzEIP is the total effort in Arizona that is directed at finding, assessing, and meeting the needs of children eligible under IDEA, Part C, 20 U.S.C. §1431, et seq., and their families.

5.3 AzEIP Eligibility Process includes formal and informal procedures for screening, assessment and evaluation of a child, birth through two (2) years ten and a half (10.5) months of age, to document and support an eligibility determination within forty five (45) calendar days of referral to AzEIP. A child is determined eligible based on documentation of an established condition by a qualified professional or an evaluation that indicates the child meets AzEIP eligibility criteria for developmental delay, as defined in Section 5.18.

5.4 AzEIP Participating Agencies are the five (5) state agencies identified in A.R.S. § 41-2022 as responsible for entering into IGAs and maintaining and implementing a comprehensive, coordinated, interagency system of early intervention services. The five state agencies identified in A.R.S. § 41-2022 are: Arizona Department of Economic Security (ADES), Arizona State Schools for the Deaf and the Blind (ASDB), Arizona Department of Health Services (ADHS), the Arizona Health Care Cost Containment System (AHCCCS), and the Arizona Department of Education (ADE).

5.5 AzEIP Service Providing Agencies are those state agencies in A.R.S. § 41-2022 that provide early intervention services under IDEA, Part C: Arizona Department of Economic Security and the Arizona State Schools for the Deaf and the Blind (ASDB). The Arizona Department of Economic Security provides early intervention services through the ADES, Arizona Early Intervention Program (ADES/AzEIP), and the ADES, Division of Developmental Disabilities (ADES/DDD).

5.6 AzEIP Team-based Early Intervention Services (TBEIS) Providers are those entities contracted to implement the initial planning process for all children potentially eligible for IDEA, Part C. The AzEIP TBEIS providers also provide contracted Core team services (occupational therapy, physical therapy, speech therapy, developmental special instruction, and service coordination). Other services include psychology and social work services, as needed, for all AzEIP eligible children, including DDD, ASDB and AzEIP-only.

5.7 Child Find

- Part C: Child Find is defined as a system, consistent with IDEA, Part B, with policies and procedures "for making referrals to service providers that includes timelines and provides for participation by primary referral sources and that ensures rigorous standards for appropriately identifying infants and toddlers with disabilities for services under this part that will reduce the need for future services." 20 U.S.C. § 1435(a) (5). The system will be coordinated with other major efforts to locate and identify children conducted by other State agencies responsible for administering the various education, health, and social services programs relevant to this part, tribes and tribal organizations, and other federal efforts. 34 C.F.R. § 303.301.
- Part B: in accordance with 34 C.F.R. § 300.111, "(a)(1) The State must have in effect policies and procedures to ensure that -- (i) All children with disabilities residing in the State, including children with disabilities who are homeless children or are wards of the State, and children with disabilities attending private schools, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated; and (ii) A practical method is developed and implemented to determine which children are currently receiving needed special education and related services"; and "(c)(1) Children who are suspected of being a child with a disability under § 300.8 and in need of special education, even though they are advancing from grade to grade; and (2) Highly mobile children including migrant children." And, in accordance with A.A.C. R7-2-401 (c)(1)", "Each public agency shall inform the general public and all parents within the public agency's boundaries of responsibility, of the availability of special education services for students aged three (3) through twenty-one (21) years and how to access those services. This includes information regarding early intervention services for children aged birth through two (2) years."

5.8 Early Intervention Program (EIP) is defined as the ADES/AzEIP contracted region for Team-based Early Intervention services and includes the team(s) working together in that region and consisting of: (a) the early intervention professionals working with one AzEIP Team-based Early Intervention Services contractor; (b) all the Division of Developmental Disabilities (DDD) service coordinators working as part of the team with the early intervention professionals included in (a); and, (c) all ASDB service coordinators, vision and hearing specialists, working as a part of the team with the early intervention professionals included in (a).

5.9 District of Residence is the elementary district (K–8th grades) or unified district (K–12th grades) in which the parent of the child resides. The District of Residence ensures Child Find for children age birth through twenty-one (21) years and service provision for eligible children age three (3) through twenty-one (21) years. The Child Find responsibility for children in approved residential care facilities will be reserved for the student's home school district as defined by the ADE voucher system and procedure.

5.10 Evaluation:

- Part C: Evaluation for children ages birth through two (2) years means the procedures, in accordance with 34 C.F.R. § 303.321, which will be used by appropriate and qualified personnel to determine a child's initial and continuing eligibility for AzEIP, including determining the status of the child in each of the developmental areas.
- PART B: Evaluation for children age three (3) to five (5) years, evaluation means procedures used in accordance with 34 C.F.R. §§300.300 - 300.306 to determine whether a child has a disability and is in need of special education services and the nature and extent of special education and related services that the child needs in accordance with 34 C.F.R. §300.306. This evaluation includes: (a) a review of existing information about the child; (b) a decision regarding the need for additional information; (c) if necessary, the collection of additional information; and (d) a review of all information about the child and a determination of eligibility for special education services and needs of the child. A.A.C. R7-2-401 (B) (13).
    - A Comprehensive Developmental Assessment (CDA) is a full and individual evaluation of the child in all developmental areas: cognitive, physical (including vision and hearing screening), communication, social/emotional and adaptive development. A CDA may be accomplished through a review of existing data, criterion referenced assessments, norm-referenced assessments, observation, and parent input; however, for the purpose of determining eligibility, at least one norm-referenced assessment to obtain standard deviation information must be

used to determine if eligibility criteria is met. A CDA is required to determine eligibility for Preschool Severe Delay (PSD), Developmental Delay (DD) and Speech Language Impaired (SLI). The final responsibility for the CDA and eligibility lies with the PEA.

5.11 Identification is the process of determining if a child is suspected of having a developmental delay or disability and includes screening of vision, hearing, cognition, motor skills, social/emotional skills, speech/language, and adaptive development.

5.12 Individualized Family Service Plan (IFSP) is a written plan developed by a multidisciplinary team, including the parent, as defined in Section 5.15, which includes statements of: (a) the child's present levels of development; (b) with the concurrence of the family, the family's priorities, resources, and concerns related to enhancing the development of the child; (c) the major outcomes expected; (d) the specific early intervention services necessary to meet the unique needs of the child and family to achieve the outcomes; (e) the frequency, intensity, and method of service delivery; (f) the natural environments in which the services will take place; (g) the projected dates of service; (h) the name of the Service Coordinator; and (i) the transition plan 34 C.F.R. § 303.344.

5.13 Initial Referral is the first time a child is referred to AzEIP for the purpose of determining eligibility under Part C or to a PEA for the purpose of determining eligibility under Part B.

5.14 Multidisciplinary as defined in Part C, 34 C.F.R. § 303.24, means the involvement of two or more disciplines or professions in the provision of integrated and coordinated services, including evaluation and assessment activities in 34 C.F.R. § 303.321 and development of the IFSP in 34 C.F.R. § 303.342.

5.15 Parent means: (1) a biological or adoptive parent of a child; (2) foster parent; (3) a legal guardian of a child (but not the state if the child is a ward of the state); (4) a person acting in place of a parent (such as a relative or stepparent with whom a child lives, or a person who is legally responsible for the child's welfare); or (5) a surrogate parent who has been assigned in accordance with relevant law. 20 U.S.C. § 1401(23), 34 C.F.R. § 300.27 and A.R.S. § 15-761(22).

5.16 Parental Consent is informed consent provided by a parent, as defined in Section 5.15, and as appropriate under law.

5.17 Part B Eligibility Criteria for Preschool Special Education Services, in accordance with A.R.S. § 15-761, et seq.:

5.17.1 Developmental Delay (DD) means performance by a child who is at least three (3) years of age, but under ten (10) years of age, on a norm-referenced test that measures at least one and one-half (1.5), but not more than three (3), standard deviations below the mean for children of the same chronological age in two (2) or more of the following areas:

a) Cognitive development
b) Physical development
c) Communication development
d) Social or emotional development
e) Adaptive development

The results of the norm-referenced measure must be corroborated by information from a CDA assessment and from parental input, if available, as measured by a judgment based assessment or survey. If there is a discrepancy between the measures, the evaluation team shall determine eligibility based on a preponderance of the information presented.

5.17.2 Hearing Impairment (HI) means a loss of hearing acuity, as determined by evaluation pursuant to A.R.S. § 15-766, which interferes with the child's performance in the educational environment and requires the provision of special education and related services.

5.17.3 Preschool Severe Delay (PSD) means performance by a preschool child on a norm-referenced test that measures more than three (3) standard deviations below the mean for children of the same chronological age in one (1) or more of the following areas:

a) Cognitive development
b) Physical development
c) Communication development
d) Social or emotional development
e) Adaptive development

The results of the norm-referenced measure must be corroborated by information from a CDA and from parental input, if available, as measured by a judgment based assessment or survey. If there is a discrepancy between the measures, the evaluation team shall determine eligibility based on a preponderance of the information presented.

5.17.4 Speech/Language Impairment (SLI) for a preschool child means performance on a norm-referenced language test that measures at least one and one-half (1.5) standard deviations below the mean for children of the same chronological age or whose speech, out of context, is unintelligible to a listener who is

unfamiliar with the child. Eligibility for a preschool child under this subdivision is appropriate only when a comprehensive developmental assessment and parent input indicate that the preschool child is not eligible for services under another preschool category or under the developmental delay category.

5.17.5 Visual Impairment (VI), including blindness, means impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partial sight and blindness.

5.18 Part C Eligibility Criteria for Early Intervention Services, in accordance with A.R.S. §41-2021, defines as eligible a child between birth and thirty-six (36) months of age, who is developmentally delayed or who has an established condition that has a high probability of resulting in a developmental delay.

A child from birth to thirty-six (36) months of age will be considered to exhibit a developmental delay when that child has not reached fifty percent (50%) of the developmental milestones expected at his/her chronological age, in one or more of the following domains: (1) physical: fine and/or gross motor/sensory (includes vision and/or hearing); (2) cognitive; (3) language/communication; (4) social or emotional; or (5) adaptive (self-help).

Established conditions that may have a high probability of developmental delay include, but are not limited to:

- chromosomal abnormalities;
- metabolic disorders;
- hydrocephalus;
- neural tube defects (e.g., spinal bifida);
- intraventricular hemorrhage, grade 3 or 4;
- periventricular leukomalacia;
- cerebral palsy;
- significant auditory impairment;
- significant visual impairment;
- failure to thrive; and
- severe attachment disorders.

The State's definition of "eligible child" does not include children who are at risk of having substantial delays if early intervention services are not provided.

5.19 Public Education Agency (PEA) means a school district (elementary, unified, or union high school district), charter school, accommodation school, state supported institution, or other political subdivision of the state that is responsible for providing education to children with disabilities).

5.20 Screening means the informal or formal process of determining the status of a child with respect to appropriate developmental and academic norms that may indicate the need for an evaluation to determine eligibility for IDEA, Part C or Part B services. Screening may include: observations; family interviews; review of medical, developmental, or education records; or administration of specific screening instruments identified by the test publisher as appropriate for use as screening tools. Screening does not include an assessment or evaluation to determine eligibility.

5.21 Unorganized Territories are geographical areas outside the boundaries of any Lead Education Agency (LEA). A Certificate of Educational Convenience (CEC) from the county school superintendent's office (sometimes referred to as the county education service agency [ESA]) is assigned allowing a child to attend a school district adjacent to the unorganized territory (A.R.S. §15-825). A preschool-age child who resides in an unorganized territory and is suspected of having a disability will need to be found eligible to receive special education services before a CEC can be assigned and before the child can receive services.

6.0 PURPOSE OF AGREEMENT

6.1 To ensure that all children, birth through five (5) years of age, with developmental delays or disabilities, are identified, located, and evaluated according to 34 C.F.R. §§ 300.111 and 303.321 of the regulations implementing the IDEA, Parts B and C, and Arizona Administrative Code (A.A.C.) R7-2-401 (D)(E) applicable for IDEA Part B.

6.2 To ensure families' rights to services for which they are eligible, to delineate responsibilities of each agency in implementing Child Find requirements, and to establish uniformity statewide that will provide for coordination of a seamless system for identifying and serving children ages birth through five (5) with developmental delays or disabilities according to the IDEA, Parts B and C (34 C.F.R. §§ 300 et seq., 34 C.F.R. §§ 303 et seq.) and the A.A.C. R7-2-401.

6.3 To clarify oversight responsibilities of the ADE and ADES/AzEIP to ensure Child Find requirements are being met by both LEAs and AzEIP Early Intervention Programs (EIPs).

7.0 MANNER OF FINANCING

7.1 The agency or entity assigned responsibility for activities herein shall be responsible for paying for or coordinating access to the resources to ensure the completion of the activity. This Agreement does not require the transfer of funds between ADE and ADES, nor between the LEAs and the local EIPs.

8.0 SERVICE DESCRIPTION – SEE RESPONSIBILITIES SECTION 9.0

9.0 RESPONSIBILITIES

9.1 Oversight Responsibility

9.1.2 ADES/AzEIP will oversee the local EIPs to ensure adherence to the requirements of IDEA, Part C. This includes, but is not limited to, conducting compliance monitoring for the IDEA, Part C, and its implementing regulations to ensure that local EIPs are adhering to AzEIP policies and procedures, as well as the provisions of this IGA. If the provisions herein are not followed as set forth, the ADE is not absolved of its obligation to ensure Child Find procedures are implemented according to IDEA.

9.1.3 The ADE shall be responsible for oversight of all PEAs' compliance with Part B of IDEA and the terms of this Agreement. This includes, but is not limited to, conducting compliance monitoring for the IDEA, Part B, and its implementing regulations, to ensure PEAs are adhering to the ADE's policies and procedures, as well as the provisions herein.

9.1.4 Dispute Resolution/Compliance Oversight

A) If a parent, LEA, AzEIP local EIP, or other interested individual or person believes that a PEA or the local EIP is not fulfilling its obligations under this Agreement or applicable law concerning Child Find procedures for children with developmental delays or disabilities, that individual may take one (1) or both of the following steps:

1) Seek technical assistance from ADES/AzEIP or ADE. It is recommended that AzEIP Service Coordinators from the local EIP contact ADES/AzEIP and that PEAs contact ADE with concerns. Technical assistance may be obtained by writing or calling the Technical Contacts identified in Section 12.0 of this Agreement. At the discretion of the Technical Contact, individuals may be asked to put their concerns in writing in order to promote resolution of the issue.

2) File a Complaint with ADES or ADE. ADES and ADE have each established complaint and dispute resolution procedures in order to comply with, respectively, Part C and Part B of the IDEA. Information about the available complaint and dispute resolution procedures may be obtained as follows:

ADES/AzEIP—www.azdes.gov/azeip

ADE/Exceptional Student Services—www.azed.gov/ess/dispute

B) If ADES or ADE believes that the other party has failed to meet the obligations set forth in this IGA, the aggrieved party shall engage the following process to resolve issues of noncompliance. First, the ADES and ADE Contacts identified in Section 12.0 of this IGA shall investigate and attempt to resolve the alleged issue of noncompliance within ninety (90) days of receipt of written notice of the issue. Second, if the matter remains unresolved, it shall be brought to the attention of the ADES Director, or the ADES Director's designee, and the ADE Deputy Associate Superintendent, Exceptional Student Services, as designee for the Superintendent of Public Instruction. The ADES and ADE Technical Contacts shall prepare for their respective Director or Designee a written statement including: (a) a description of the issue of alleged noncompliance; (b) efforts to resolve the issue; and (c) recommended strategies for resolving the issue. Third, if the matter is not resolved by the ADES Director, or the ADES Director's designee, and the Superintendent's Designee within ninety (90) days, ADES and ADE shall seek the assistance of the Governor's Office in order to resolve the issue.

C) Disputes between the Parties arising under this Agreement that are not resolved according to the processes described in Section 9.1.4 shall be subject to arbitration to the extent required by A.R.S. § 12-1518.

9.2 Child Find Policies and Procedures

9.2.1 Mutual Responsibilities

Both ADES/AzEIP and the ADE will ensure that their respective policies and procedures for Child Find requirements are established and disseminated to all PEAs and AzEIP EIPs that are subsequently required to adhere to them.

9.2.2 Public Awareness for Child Find

ADES/AzEIP and the ADE will collaborate annually to develop public awareness strategies and disseminate products targeted to specific audiences, including the general public and families for whom written English is not the native language or usual mode of communication (unless it is clearly not feasible to do so).

9.2.3 ADES/AzEIP and the ADE will develop and offer training materials for AzEIP EIPs and PEA staff regarding: (1) the protocol for the child identification process for children birth to five (5); (2) public awareness and Child Find obligations; and (3) best practices for Child Find efforts to ensure all children, birth to five (5) years of age with developmental delays or disabilities, are identified, located, and evaluated.

9.2.4 Unified, elementary, and union high school districts are required to provide public awareness within their geographic boundaries of responsibility for Child Find and make referrals to AzEIP or the District of Residence for screening, evaluation, and provision of early intervention or special education and related services for eligible children.

9.2.5 Charter schools are required to provide public awareness within the population they serve for Child Find and make referrals to AzEIP or the District of Residence for screening, evaluation, and provision of early intervention or special education and related services for eligible children.

9.3 Child Find Identification Procedures: Initial Referrals, Assessments, Evaluations

9.3.1 Mutual Responsibilities

ADES/AzEIP will ensure the AzEIP EIPs will meet their requirement to determine eligibility for IDEA, Part C services, and, for an eligible child, ensure the Individualized Family Service Plan (IFSP) meeting is conducted within forty- five (45) calendar days of initial referral to AzEIP. 34 C.F.R. §303.34.

The ADE shall ensure the District of Residence shall meet their requirement to determine eligibility for Part B services as required by the Arizona Administrative Code and IDEA: forty-five (45) calendar days for screening and sixty (60) calendar days from receipt of informed written consent or the date written parental request is received for evaluation and eligibility determination. A.A.C. R7-2-401(D)(5)&(E)(3); 34 C.F.R. §§ 300.301 and 303.310.

9.3.2 Child Find Referral Procedures

Upon learning of a concern from a parent about their child's development or academic progress, PEAs and AzEIP EIPs will use the following procedures to make Initial Referrals of children from LEAs to AzEIP Early Intervention Programs (EIP) or from AzEIP EIPs, charter schools, or union high school districts to the District of Residence.

9.3.2.1 For Children Aged Birth to two (2) Years and 10.5 Months–Referral from a PEA (including a Union High School District or Charter School) to AzEIP

Within two (2) business days of the date of the parental referral, the PEA will submit an online referral at www.azdes.gov/azeip and print a copy for verification purposes. Should the online application malfunction, the PEA will immediately contact AzEIP for technical assistance.

Upon receipt of the referral, the AzEIP Early Intervention Programs (EIP) will complete the eligibility determination process within forty-five (45) calendar days of the initial referral.

9.3.2.2 For Children Ages Two (2) Years and Ten (10) and one half Months to Five (5) Years–Referral from AzEIP or a PEA (including a Union High School District or Charter School) to the District of Residence

Within two (2) business days of the date of the parental referral, AzEIP Central Referral System or the local AzEIP EIP will assist the parent to (1) make a referral to the District of Residence using the Child Find Referral Form, after obtaining written consent, or (2) provide the parent with district contact information, should the parent choose not to provide written consent prior to contacting the district.

Within two (2) business days of the date of the parental referral, union high school districts and charter schools will (1) complete the *Child Find Referral Form*, (2) fax the form with a cover sheet marked 'confidential' to the District of Residence, and (3) maintain a copy of the form for verification

purposes. (See Exhibit A.)

Upon receipt of the referral, the District of Residence is required to complete the screening process within forty- five (45) calendar days; or, if written parental consent is obtained, complete the evaluation and eligibility process within sixty (60) calendar days.

9.3.3 Unorganized Territory Child Find Referral Procedures

Upon learning of a concern from a parent who lives in a region outside the boundaries of any public education agency, local AzEIP EIPs and PEAs will follow unorganized territory child find referral procedures. (See Exhibit B.)

9.3.3.1 Referral for Children Ages Two (2) Years and Ten (10) and one half Months to Five (5) Years who live in Unorganized Territories.

Within two (2) business days of the date of the parental referral, the local AzEIP EIP will assist the parent to (1) complete the *Unorganized Territory Referral Form* after obtaining written consent, or (2) provide the parent with the contact number for the ADE/ESS Child Find Coordinator should the parent choose not to provide written consent prior to contacting the ADE/ESS Child Find Coordinator.

Within two (2) business days of the date of the parental referral, the PEA will submit the *Unorganized Territory Referral Form* to the ADE/ESS Child Find Coordinator. The PEA will maintain a copy of the form for verification purposes.

9.3.3.2 **Within one (1) business day of receiving the referral**, the ADE/ESS Child Find Coordinator will contact the appropriate county Education Service Agency (ESA) office to determine the school district the child will attend if a CEC is assigned (provided the child is eligible for special education services). The Coordinator will then contact that school district to facilitate the referral.

9.3.3.3 Upon receipt of the referral, the assigned school district is required to complete the screening process within forty-five (45) calendar days; or, if written parental consent is obtained, complete the evaluation and eligibility process within sixty (60) calendar days.

10.0 REPORTING REQUIREMENTS

10.1 NONE

11.0 PAYMENT REQUIREMENTS

11.1 NONE

12.0 NOTICES

12.1 All notices to the Contractor regarding this agreement shall be sent to the following address:

Arizona Department of Education
ADE/ESS Child Find Coordinator
Exceptional Student Services
1535 West Jefferson Street, Bin #24
Phoenix, Arizona 85012

12.2 All notices to the ADES regarding this agreement shall be sent to the following address:

ADES/AzEIP
Contract Manager
3839 N. 3rd Street, Ste. 304
Phoenix, AZ 85012

13.0 DISPOSITION OF PROPERTY

13.1 NONE

14.0 OTHER MATTERS

14.1 NONE

15.0 APPLICABLE LAW

15.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws. The Contractor shall maintain all applicable licenses and permit requirements.

16.0 ARBITRATION

16.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S.§12-1518, except as may be required by other applicable statutes.

17.0 AUDIT

17.1 In accordance with A.R.S. §35-214, each party the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either party shall produce the original of any or all such records.

18.0 CONFLICT OF INTEREST

18.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

19.0 DATA SHARING AGREEMENT

19.1 When determined by either party that sharing of confidential data will occur with the other party, the requesting party shall complete a Data Sharing Request Agreement and submit the completed Agreement to the Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the ADE and each ADES Program sharing confidential data.

20.0 E-VERIFY

20.1 In accordance with ARS §41-4401, each party warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

21.1 By entering into the Agreement, each party warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. Each party shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. Each party and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

21.2 The State may request verification of compliance for any subcontractor performing work under the Agreement. Should the State suspect or find that either party or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the party. All costs necessary to verify compliance are the responsibility of the party.

22.0 INDEMNIFICATION

22.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

22.2 If either party uses a non-governmental subcontractor, the subcontractor must comply with the applicable Arizona Department of Administration Risk Management module for indemnification

23.0 INSURANCE REQUIREMENTS

23.1 **INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:**

23.1.1 None.

23.2 **INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

   1. **Commercial General Liability – Occurrence Form**

      Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

      - General Aggregate $2,000,000
      - Products – Completed Operations Aggregate $1,000,000
      - Personal and Advertising Injury $1,000,000
      - Blanket Contractual Liability – Written and Oral $1,000,000
      - Fire Legal Liability $ 50,000
      - Each Occurrence $1,000,000

      a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**

      b. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and the ADES shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".**
      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

      c. Policy shall contain a waiver of subrogation against the State of Arizona, Its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

   2. **Automobile Liability**

      Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

      Combined Single Limit (CSL) $1,000,000

      a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona and the ADES shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".**

      b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor

      (Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

   3. **Worker's Compensation and Employers' Liability**

      - Worker's Compensation Statutory
      - Employers' Liability
        - Each Accident $ 500,000
        - Disease – Each Employee $ 500,000
        - Disease – Policy Limit $1,000,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
   1. The State of Arizona and the ADES, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
   2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
   3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **ADES, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
5. **Verification of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
   All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.

   All certificates required by this Agreement shall be sent directly to **ADES, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise**. The State of Arizona **contract number and contract description shall be noted or referenced on the certificate of insurance**. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.
8. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

24.0 IT 508 COMPLIANCE

24.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

25.0 NON-AVAILABILITY OF FUNDS

25.1 In accordance with ARS § 35-154, every payment obligation of the State under the IGA is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this IGA, this IGA may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

26.0 NON-DISCRIMINATION

26.1 Each party shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

27.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

27.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

28.0 RIGHT OF OFFSET

28.1 Each party shall be entitled to offset against any sums due the other party, any expenses or costs incurred by the party, or damages assessed by the party concerning the other party's non-conforming performance or failure to perform the IGA, including expenses, costs and damages.

29.0 THIRD- PARTY ANTITRUST VIOLATIONS

29.1 Each party assigns to the other any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the party, toward fulfillment of this IGA.

33.0 ATTACHMENTS

33.1 NONE

34.0 EXHIBITS

34.1 The following list of exhibits constitutes an integral part of subject agreement:

34.1.1 Exhibit A: Child Find Referral Form

34.1.2 Exhibit B: Unorganized Territory Child Find Referral Form