



## INTERGOVERNMENTAL AGREEMENT

**An agreement between the 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. § 15-203 (B) 1; and

**WHEREAS** by signing this form on behalf of the ADE, the Signatory certifies he/she has the authority to bind the ADE to this agreement; and

**WHEREAS** the ADES and the ADE are authorized by A.R.S. § 11-952 *et seq.* to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies;

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

**For and on behalf of the Arizona Department of Economic Security**

**For and on behalf of the Arizona Department of Education**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name and Title*

\_\_\_\_\_  
*Typed Name and Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*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 with the powers and authority granted to each respective public body.

**ARIZONA ATTORNEY GENERAL'S OFFICE**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name and Title*

\_\_\_\_\_  
*Typed Name and Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

This Intergovernmental Agreement is entered into pursuant to Arizona Revised Statutes (A.R.S.) §§ 11-952 et seq. between the Arizona Department of Education (ADE), a State Agency of the State of Arizona, serving as the State of Arizona's State Educational Agency, and the Arizona Department of Economic Security (ADES), a State Agency of the State of Arizona, serving as the Lead Agency for implementing Part C of the Individuals with Disabilities Education Act (IDEA). Within ADES, the program designated to fulfill the lead agency functions and responsibilities is DES/Arizona Early Intervention Program (DES/AzEIP).

The ADE and the ADES agree to the following terms:

- 1.0 The ADE is authorized to enter into this Intergovernmental Agreement (IGA or Agreement) by A.R.S. § 41-2021 and the ADES is authorized to enter into this IGA by A.R.S. §§ 41-2021 and 41-1954(A).
- 2.0 This Agreement shall become effective on July 1, 2010 and shall remain in effect through June 30, 2015. As required by law and as specified in Section 7.0, Oversight Responsibility, ADES oversees the execution of this IGA by the Arizona Early Intervention Program (AzEIP) Service Providing Agencies and the ADE oversees the execution of this IGA by Public Education Agencies (PEAs). This IGA does not alter or diminish either the ADE's or DES/AzEIP's responsibilities to ensure compliance with Child Find or other legal requirements. In the event that either party fails to meet the obligations set forth in this IGA, the parties shall resolve issues of noncompliance as set forth in Section 7.3 of this IGA. Should either party elect to terminate or cancel this IGA, the party shall notify the other in writing at least one month prior to the proposed termination of this IGA by submitting notice to the Technical Contact noted in Section 11.0.
- 3.0 Purposes of the Agreement
  - 3.1 To ensure that all children, birth through five 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 (C)(D).
  - 3.2 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 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 (C)(D).
  - 3.3 To clarify oversight responsibilities of the ADE and DES/AzEIP to ensure Child Find requirements are being met by both PEAs and AzEIP Service Providing Agencies.
- 4.0 Child Find Policies and Procedures
  - 4.1 Mutual Responsibilities

Both DES/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 Service Providing Agencies that are subsequently required to adhere to them.
  - 4.2 Public Awareness for Child Find

DES/AzEIP and the ADE will collaborate annually to develop and disseminate products and public awareness strategies 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).

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

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.

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.

## 5.0 Child Find Identification Procedures: Initial Referrals, Assessments, Evaluations

### 5.1 Mutual Responsibilities

DES/AzEIP ensures the AzEIP Team-based Model Contractors will meet their requirement to determine eligibility for Part C services, and, for an eligible child, ensure the Individualized Family Service Plan (IFSP) meeting is conducted within 45 calendar days of initial referral to AzEIP.

The ADE ensures the District of Residence will meet their requirement to determine eligibility for Part B services as required by the Arizona Administrative Code and IDEA: 45 calendar days for screening and 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)(E); 34 C.F.R. § 300.301.

### 5.2 Use of the Child Find Referral Form

The *Child Find Referral Form*, a state standardized form, ensures DES/AzEIP's and the ADE's oversight of Child Find requirements. Upon receipt of a concern from a parent about their child's development or academic progress, PEAs, and the AzEIP Service Providing Agencies are required to use the form to make Initial Referrals, **not to document transitions**, of children from PEAs to AzEIP Team-based Model Contractors or from AzEIP Service Providing Agencies, charter schools, or union high school districts to the District of Residence. The *Child Find Referral Form* is not intended to be used by physicians, families, or other referral sources. (See Appendix A.)

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

The PEA, will (make an online referral to AzEIP using the online referral system at <https://extranet.azdes.gov/azeip/azeipref/Forms/Categories.aspx>. and maintain a copy of the referral form for monitoring purposes.

Upon receipt of the referral, the AzEIP Team-based Model Contractor will complete the eligibility determination process within 45 calendar days of the initial

referral.

5.2.2 For Children Ages 2 Years and 10.5 months–5 years – Referral from AzEIP or a PEA (including a Union High School District or Charter School) to the District of Residence

AzEIP Service Providing Agencies, union high schools and charter schools will: (1) complete the *Child Find Referral Form*, (2) fax the form to the District of Residence within two business days, and (3) maintain a copy of the referral form for monitoring purposes.

Upon learning of a parent's concern regarding their child's development, the District of Residence is required to complete the screening process within 45 calendar days; or, if written parental consent is obtained, complete the evaluation and eligibility process within 60 calendar days.

6.0 Definitions

6.1 Arizona Early Intervention Program (AzEIP) is the comprehensive coordinated system of early intervention services authorized in A.R.S. § 41-2021 and implemented through the collaborative activities of five AzEIP Participating Agencies and their contractors, as defined in Section 6.3. 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.

6.2 AzEIP Eligibility Process includes formal and informal procedures for screening, assessment and evaluation of a child, birth through two years ten and a half months of age, to document and support an eligibility determination within 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 6.17.

6.3 AzEIP Participating Agencies are the five state agencies identified in A.R.S. § 41-2021 as responsible for entering into Intergovernmental Agreements and maintaining and implementing a comprehensive, coordinated, interagency system of early intervention services. The five state agencies identified in A.R.S. § 41-2021 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).

6.4 AzEIP Service Providing Agencies are those state agencies in A.R.S. § 41-2021 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 (DES/AzEIP), and the ADES, Division of Developmental Disabilities (DES/DDD).

6.5 AzEIP Team-based Model Contractors are those entities contracted to implement the initial planning process for all children potentially eligible for Part C within a specified geographic area. Determination of the Team-based Model Contractor is based on the child's zip code and can be verified

at, <https://app.azdes.gov/azeip/familyinfo.asp#referchild>, the AzEIP website. The AzEIP Team-based Model Contractor is the system point of contact for families seeking early intervention services for their children.

#### 6.6 Child Find

- Part C: Child Find is defined as a system, consistent with 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. § 303.321.
- 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 through 21 years and how to access those services. This includes information regarding early intervention services for children aged birth through two years.”

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

6.8 District of Residence is the elementary district (K–8<sup>th</sup> grades) or unified district (K–12<sup>th</sup> grades) in which the parent of the child resides. For the purposes of this IGA, Parent shall be defined in accordance with Section 6.14. The District of Residence ensures Child Find for children aged birth through 21 years and service provision for eligible children aged three through 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.

#### 6.9 Evaluation:

- Part C: Evaluation for children aged birth through two years means the procedures, in accordance with 34 C.F.R. § 303.322, used by appropriate, 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 aged three to five 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. §300.500. 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)(12).
  - 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.
- 6.10 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.
- 6.11 Individualized Family Service Plan (IFSP) is a written plan developed by a multidisciplinary team, including the parent, as defined in Section 6.14, 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.
- 6.12 Initial Referral is the first time a child is referred to AZEIP for the purpose of determining eligibility under Part C or to a Public Education Agency (PEA) for the purpose of determining eligibility under Part B.
- 6.13 Multidisciplinary, as defined in Part C, 34 C.F.R. § 303.17, 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. § 303.322 and development of the IFSP in 34 C.F.R. § 303.342.
- 6.14 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. § 300.30 and A.R.S. § 15-761(22).

6.15 Parental Consent is informed consent provided by a parent, as defined in Section 6.14, and as appropriate under law.

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

6.16.1 *Developmental Delay* (DD) means performance by a child who is at least three years of age, but under ten years of age, on a norm-referenced test that measures at least one and one-half, but not more than three, standard deviations below the mean for children of the same chronological age in two 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 comprehensive development 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.

6.16.2 *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.

6.16.3 *Preschool Severe Delay* (PSD) means performance by a preschool child on a norm-referenced test that measures more than three standard deviations below the mean for children of the same chronological age in one 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 comprehensive developmental 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.

6.16.4 *Speech/Language Impairment* (SLI) for a preschool child means performance on a norm-referenced language test that measures at least one and one-half 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.

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

6.17 Part C Eligibility Criteria for Early Intervention Services, in accordance with A.R.S. §41-2021, defines as eligible a child between birth and 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 36 months of age will be considered to exhibit a developmental delay when that child has not reached 50 percent 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.

6.18 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.

6.19 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 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.

## 7.0 Oversight Responsibility

7.1 DES/AzEIP oversees the AzEIP Service Providing Agencies and the network of early intervention service providers 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 AzEIP Service Providing Agencies are adhering to AzEIP policies and procedures, as well as the provisions of this Agreement. 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.

7.2 The ADE is responsible for oversight of all public education agencies' 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.

7.3 Dispute Resolution/Compliance Oversight

(A) If a parent, PEA, AzEIP Service Providing Agency or other interested individual believes that a PEA or the AzEIP Service Providing Agency 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 or both of the following steps:

(1) Seek technical assistance from DES/AzEIP or ADE. It is recommended that AzEIP Service Coordinators or AzEIP Service Providing Agencies Contractors contact DES/AzEIP and that PEAs contact ADE with concerns. Technical assistance may be obtained by writing or calling the Technical Contacts identified in Section 11.0 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:

DES/AzEIP— <https://www.azdes.gov/main.aspx?menu=98&id=2366>

ADE—<http://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 Technical Contacts identified in Section 11.0 of this IGA shall investigate and attempt to resolve the alleged issue of noncompliance within 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 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 7.3(B) shall be subject to arbitration to the extent required by A.R.S. § 12-1518.

## 8.0 Financial Responsibilities

8.1 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 PEAs and the AzEIP Service Providing Agencies and the provider network.

8.2 Every obligation of ADE and ADES under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation. If funds are not allocated, nor available for continuance of this Agreement, ADE or ADES may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to ADE or ADES in the event this provision is exercised; however, both agencies shall continue to comply with federal and state law.

8.3 Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Agreement beyond the current fiscal year. No legal liability on the part of the ADES or the ADE for any payment may arise under this Agreement beyond the current state fiscal year until funds are made available for performance of this Agreement.

8.4 Availability of Funds for the Current Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations for any reason and these goods or services are not funded, the State may take any of the following actions:

- Accept a decrease in prices
- Cancel this Agreement
- Cancel this Agreement and solicit the requirements

8.5 Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years thereafter, the ADE or any subcontractor's books and records shall be subject to audit by the ADES, and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or Subcontract.

9.0 This Agreement shall be construed under the laws of the State of Arizona and all laws governing an Intergovernmental Agreement.

## 10.0 Other Provisions

10.1 Modification. This Agreement may only be modified in writing and must be signed by both parties and their duly authorized agents. In the event that state or federal law enacted after the effective date of this Agreement conflicts with any term of this Agreement, controlling law will apply and supersede that/those term(s). The parties agree to promptly consider an appropriate amendment to the Agreement to remove each conflict.

10.2 Non-Discrimination. In accordance with ARS § 41-1461 and Executive Order 2009-09, the parties shall provide equal employment opportunities for all persons, regardless of

race, color, religion, creed, religion, sex, age, national origin, disability or political affiliation. The parties shall comply with the Americans with Disabilities Act.

- 10.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State, its political subdivisions or any department or agency of either may, within three 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 other party receives written notice of the cancellation unless the notice specifies a later time.
- 10.4 Records. To the extent required by A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records relating to this Agreement for a period of five years after termination of the Agreement. All records shall be subject to inspection and audit by the other party at reasonable times. Upon request, the parties shall produce the original of any or all such records.
- 10.5 Confidentiality. Both parties agree to maintain the confidentiality of records relating to children with disabilities in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, A.R.S. §15-141(A) and other applicable laws.
- 10.6 Compliance with Applicable Law. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the ADE shall maintain all applicable license and permit requirements.
- 10.7 Indemnification. 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.
- 10.8 Insurance Requirements for Governmental parties to an IGA: NONE.
- 11.0 All written communications shall be addressed and mailed or personally served upon the parties as follows:

To the ADES:

Arizona Department of Economic Security  
Arizona Early Intervention Program  
3839 North Third Street, Suite 304  
Phoenix, Arizona 85012  
Technical Contact:  
DES/AzEIP Executive Director  
(602) 532-9960

To the ADE:

Arizona Department of Education  
Exceptional Student Services  
1535 West Jefferson Street, Bin #24  
Phoenix, AZ 85007  
Technical Contact:  
ADE/ESS Child Find Coordinator  
(928) 679-8106

12.0 Right of Offset

12.1 The Right of Offset is limited to this Agreement.

13.0 Data Sharing Agreement

13.1 When determined by the ADES that sharing of confidential data will occur, the parties shall complete the ADES Data Sharing Request Agreement prior to any work commencing or data shared. The Data Sharing Request/Agreement shall be maintained by the ADES Security Administrator in the Division of Technology Services. A separate Data Sharing Request Agreement shall be required between the ADE and each ADES Program sharing confidential data.

DRAFT FOR PUBLIC COMMENT

Appendix A: Child Find Referral Form

**Child and Parent Information**

**Date of Parental Referral:** \_\_\_\_\_

Child's Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Parent/Guardian Name: \_\_\_\_\_  
Parent's Address: \_\_\_\_\_  
City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Home Phone #: \_\_\_\_\_ Alternative #: \_\_\_\_\_

**Referring Agency Information**

Agency Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
FAX #: \_\_\_\_\_  
Email: \_\_\_\_\_

**Receiving Agency Information**

**\*Date Referral Received:** \_\_\_\_\_

Agency Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
FAX #: \_\_\_\_\_  
Email: \_\_\_\_\_

**Instructions**

1. **Children Birth – 2 years 10.5 months - Referral from a PEA (including a Union High School District or Charter School) to AzEIP.** When any PEA receives a statement of concern from a parent about the development of their child aged birth to 2 years and 10.5 months, the following process takes place:
  - a. Referring agency completes the Child Find Referral Form.
  - b. Referring agency faxes the completed referral form *within 2 business days of the date of the parental referral* to the appropriate AzEIP Team-based Model Contractor, <https://app.azdes.gov/azeip/familyinfo.asp#referchild> with a cover sheet marked 'Confidential.'
  - c. Both agencies maintain a copy of the *Child Find Referral Form* for monitoring purposes.
  - d. The receiving AzEIP Team-based Model Contractor enters the \*Date Referral Received. This date is considered the initial referral to AzEIP.
  
2. **Children 2 years 10.5 months to Five - Referral from AzEIP, a PEA (including a Union High School District or Charter School) to the District of Residence.** When an AzEIP Service Providing Agency, a union high school district, or a public charter school receives a statement of concern from a parent about the development of their child between the ages of 2 years and 10.5 months and older, or a request for an evaluation, the following process takes place:
  - a. Referring agency completes the Child Find Referral Form.
  - b. Referring agency faxes the completed referral form *within 2 business days of the date of the initial parental referral* to the District of Residence with a cover sheet marked 'Confidential.'
  - c. Both agencies maintain a copy of the *Child Find Referral Form* for monitoring purposes.
  - d. The receiving District of Residence enters the \*Date Referral Received. This date begins the timeline requirement for eligibility determination (45 calendar days to screen and 60 calendar days to evaluate).

Technical Assistance is available from:  
ADE/Exceptional Student Services  
Child Find Coordinator  
(928) 679-8106  
ChildFind@azed.gov  
[www.azed.gov/ess/childfind](http://www.azed.gov/ess/childfind)

DES/Arizona Early Intervention Program (AzEIP)  
DES/AzEIP Executive Director  
(602) 532-9960  
allazeip2@azdes.gov  
[www.azed.gov/azeip](http://www.azed.gov/azeip)