



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is between the Arizona Department of Economic Security (DES), the Arizona Department of Education (ADE), the Arizona Department of Health Services (ADHS), the Arizona Health Care Cost Containment System (AHCCCS), and the Arizona State School for the Deaf and the Blind (ASDB), all state agencies of the State of Arizona.

WHEREAS the DES, ADE, ADHS, AHCCCS, and ASDB are authorized by A.R.S. § 41-2021 to enter into an Intergovernmental Agreement, the Signatories certify that each has the authority to bind the their respective agency to this Agreement; and

THEREFORE the DES, ADE, ADHS, AHCCCS, and ASDB agree to abide by all the terms and conditions set forth in this Agreement.

All parties and their attorneys have reviewed the IGA transmitted by DES. Each party and its attorney agree to execute a separate signature page bearing a reference to this IGA. Each such signature page shall be a part of the original IGA.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

Signature

Typed Name

Title

Date

Contract I.D. No.

IN ACCORDANCE WITH A.R.S. § 11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAS 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: _____

By our signatures below, the Arizona Department of Education agrees to abide by the terms and conditions set forth in the Intergovernmental Agreement regarding the Arizona Early Intervention Program as transmitted by DES. This signature page shall be a part of the original IGA.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF EDUCATION:

Signature

Typed Name

Title

Date

IN ACCORDANCE WITH A.R.S. § 11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAS 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: _____

DRAFT - For Public Comment

By our signatures below, the Arizona Department of Health Services agrees to abide by the terms and conditions set forth in the Intergovernmental Agreement regarding the Arizona Early Intervention Program as transmitted by DES. This signature page shall be a part of the original IGA.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF HEALTH SERVICES:

Signature

Typed Name

Title

Date

IN ACCORDANCE WITH A.R.S. § 11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAS 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: _____

DRAFT - For Public Comment

By our signatures below, the Arizona Health Care Cost Containment System agrees to abide by the terms and conditions set forth in the Intergovernmental Agreement regarding the Arizona Early Intervention Program as transmitted DES. This signature page shall be a part of the original IGA.

FOR AND ON BEHALF OF THE ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM:

Signature

Typed Name

Title

Date

THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAS DETERMINED THAT THIS CONTRACT IS WITHIN THE POWERS AND AUTHORITY GRANTED TO AHCCCS.

By: _____
Attorney for AHCCCS

Date: _____

DRAFT - For Public Comment

By our signatures below, the Arizona State School for the Deaf and the Blind agrees to abide by the terms and conditions set forth in the Intergovernmental Agreement regarding the Arizona Early Intervention Program as transmitted by DES. This signature page shall be a part of the original IGA.

FOR AND ON BEHALF OF THE ARIZONA STATE SCHOOL FOR THE DEAF AND THE BLIND:

Signature

Typed Name

Title

Date

IN ACCORDANCE WITH A.R.S. § 11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAS 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: _____

DRAFT - For Public Comment

The Arizona Early Intervention Program (AzEIP) Participating Agencies agree to the following terms:

1.0 Purpose of this Intergovernmental Agreement:

- 1.1 The purpose of this Intergovernmental Agreement is to ensure interagency cooperation with the implementation and maintenance of a statewide comprehensive, coordinated, multidisciplinary and interagency system of early intervention services for eligible infants and toddlers, ages birth to three years, and their families.
- 1.2 This Intergovernmental Agreement among the AzEIP participating State agencies documents the understandings and commitments of the AzEIP participating State agencies to meet the statutory and regulatory requirements and the intent of the Individuals with Disabilities Education Act (IDEA), Part C, Early Intervention Services for Infants and Toddlers.

2.0 Authority for this Intergovernmental Agreement

- 2.1 The AzEIP Participating State Agencies are authorized to enter into this Intergovernmental Agreement (IGA or Agreement) by Arizona Revised Statute (A.R.S.) §41-2021. DES is further complying with 34 C.F.R. §303.523, which requires DES, as Lead Agency, to enter into formal interagency agreements with other State-level agencies involved in the State's early intervention program. A.R.S. §41-2021 requires the Arizona Department of Health Services, the Arizona State School for the Deaf and the Blind, the Arizona Health Care Cost Containment System, the Arizona Department of Education and the Department of Economic Security to enter into agreements for the purpose of implementing and maintaining a comprehensive and coordinated system of early intervention programs and services for infants and toddlers and their families.
- 2.2 The Department of Economic Security is designated as the Lead Agency under A.R.S. §41-2021. As Lead Agency, the Department of Economic Security is responsible for the coordination of a system of early intervention programs and services to infants and toddlers with disabilities or developmental delays.
- 2.3 This Agreement may be signed in counterparts, and the parties may execute facsimile or email copies of their respective signature pages, all of which taken together shall constitute one and the same agreement.

3.0 Term of this Intergovernmental Agreement

This Agreement shall become effective on July 1, 2015 and shall remain in effect through June 30, 2018. As required by law, DES is to oversee the execution of this IGA by AzEIP Participating State Agencies. In the event that a party fails to meet the obligations set forth in this IGA, the parties shall resolve issues as set forth in Section 9.2 of this IGA.

4.0 Mutual Objectives

The AzEIP Participating State Agencies shall support attainment of the following mutual objectives at the State and local levels through contracts, grants, policies and procedures:

- A collaborative, community-based, interagency child identification process to locate, evaluate, assess and identify all infants and toddlers who may be eligible for early intervention services;
- Comprehensive service coordination to ensure that families of eligible children receive the appropriate services and are provided with their procedural safeguards;
- An Individualized Family Service Plan (IFSP) for families of eligible infants and toddlers;
- Appropriate and necessary team-based services in the context of the family's routines, activities and relationships as identified on the IFSP utilizing available public and private funding sources;
- An effective and efficient transition from early intervention services to preschool special education or other appropriate programs and services;

- An adequate number of qualified professionals, both contracted and employed by the State, through implementation of effective recruitment and retention strategies;
- Effective General Supervision, including AzEIP's State Performance Plan/Annual Performance Report, AzEIP Policies and Procedures and effective implementation, dispute resolution, data processes and results, integrated monitoring activities, technical assistance and professional development, improvement, correction, incentives, and sanctions, and fiscal management; and
- Assurance that a comprehensive, coordinated, interagency system of early intervention services for Arizona's families and children with disabilities or delays is consistently implemented by the AzEIP Participating State Agencies through coordinated system and policy development, implementation and evaluation that ensures compliance with IDEA, Part C.

5.0 Intended Outcomes

5.1 The establishment and implementation of this Intergovernmental Agreement is intended to promote the following outcomes for eligible infants and toddlers and their families:

- Families and their eligible children attain functional outcomes that reflect their priorities, routines, relationships, resources, and concerns;
- Families access comprehensive, coordinated, culturally-appropriate early intervention services as determined by the IFSP team;
- Families are actively involved in all aspects of AzEIP implementation; and
- Families are knowledgeable about and exercise, as appropriate, their procedural rights and safeguards.

5.2 The establishment and implementation of this Intergovernmental Agreement is intended to promote the following outcomes for AzEIP:

- The interagency system of early intervention services is coordinated, comprehensive and complies with IDEA, Part C;
- AzEIP maximizes available public and private funding sources for the provision of early intervention services;
- Early intervention professionals are supported to provide team-based, functional early intervention services; and,
- The statewide system of early intervention services for infants and toddlers recognizes the significance that cultural diversity plays in families' lives and reflects sensitivity to the cultures of all participants. The cultural responsiveness of the early intervention system is enhanced through ongoing review and capacity building of all aspects of this system.

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. AzEIP is the total interagency effort in Arizona that is directed at finding, assessing, and meeting the needs of children eligible under IDEA, Part C, and their families. The five State agencies are collectively known as the Arizona Early Intervention Program (AzEIP) Participating State Agencies.

6.2 AzEIP Participating State 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 Participating State Agencies identified in A.R.S. §41-2021 are: Arizona Department of Economic Security (DES), 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).

6.3 AzEIP Service Coordinator is the primary individual responsible for assisting families with the coordination of all services for children and their families in the Arizona Early Intervention Program. 34

C.F.R. §303.34. An AzEIP Service Coordinator may be employed by, or contracted with, any of the AzEIP Service Providing Agencies and may also be called a Support Coordinator.

- 6.4 AzEIP Service Providing Agencies are those state agencies in A.R.S. §41-2021 that are responsible for providing early intervention services under IDEA, Part C. The following agencies are AzEIP Service providing agencies: (1) the Arizona Department of Economic Security through the services and activities of the Division of Developmental Disabilities (DES/DDD) and the Arizona Early Intervention Program (DES/AzEIP), and (2) the Arizona State Schools for the Deaf and the Blind (ASDB).
- 6.5 Department of Economic Security (DES) is the state agency designated in A.R.S. §41-2021 as the lead agency for implementing Part C of the Individuals with Disabilities Education Act (IDEA) pursuant to 20 U.S.C. §1435(a)(10). DES is both the lead agency and an AzEIP service providing agency through the services and activities of DES' Division of Developmental Disabilities (DES/DDD) and DES' Arizona Early Intervention Program (DES/AzEIP).
- 6.6 Department of Economic Security, Arizona Early Intervention Program (DES/AzEIP) is the office within DES responsible for fulfilling all lead agency responsibilities, as described in Part C of IDEA, for early intervention services for children birth to three years old and their families.
- 6.7 Early Intervention Services are developmental services identified in Part C of the Individuals with Disabilities Education Act (IDEA) that are (a) provided under public supervision, (b) selected in collaboration with the parents, (c) provided at no cost, unless costs, including fees, are established in a systems of payment policy or statute, (d) are designed to meet the developmental needs of an infant or toddler with a disability and the needs of the family to assist appropriately in the infant's or toddler's development, as identified by the IFSP team, (e) meet State and Federal early intervention standards, (f) provided by qualified personnel, (g) to the maximum extent appropriate, are provided in natural environments, and (h) provided in conformity with the IFSP,
- 6.8 Early intervention services provider means an entity (whether public, private or nonprofit) or an individual that provides early intervention services for AzEIP, whether or not the entity or individual receives Federal funds under IDEA, Part C,
- 6.9 Individualized Family Service Plan (IFSP) means a written plan for providing early intervention services to an infant or toddler with a disability and the child's family that: (a) is based on the evaluation and assessment, (b) includes parental consent, (c) is implemented as soon as possible once parental consent for early intervention services in the IFSP is obtained, and (d) is developed in accordance with IDEA, Part C and its implementing regulations at 34 C.F.R. §§ 303.342, 303.343 and 303.345.
- 6.10 Interagency Coordinating Council is appointed as required by 34 C.F.R. §§303.125, 303.600-605 to include parents, providers, state agency representatives, a member of the Legislature, a personnel preparation professional and others. The ICC shall advise and assist DES/AzEIP in the performance of its responsibilities under IDEA, Part C, including, among other activities,:
1. Identification of sources of fiscal and other support for services for early intervention service programs under Part C;
 2. Assignment of financial responsibility to the appropriate agency;
 3. Promotion of methods (including the use of intra-agency and interagency agreements) for intra-agency and interagency collaboration regarding child find, monitoring, financial responsibility, provision of early intervention services, and transition;
 4. Advising and assisting DES/AzEIP and ADE regarding the transition of toddlers with disabilities to Part B services, preschool and other appropriate services;
 5. Assist DES/AzEIP in achieving the full participation, coordination, and cooperation of all appropriate public agencies in Arizona; and
 6. Assist DES/AzEIP in the effective implementation of the statewide system, by establishing a process that includes:
 - seeking information from service providers, service coordinators, parents, and others about any federal, state, or local policies that impede timely service delivery; and taking steps to ensure that any identified policy problems are resolved.

- 6.11 State Interagency Team includes representation from each of the AzEIP Participating Agencies. The State interagency team meets as needed to engage in planning, implementation, evaluation and modification of all aspects of AzEIP. Facilitated by DES/AzEIP, the State interagency team identifies and resolves system coordination issues identified by AzEIP's General Supervision system, which gathers information from families, agency personnel and contractors, management teams, the medical, education and childcare community, and other sources of information.

7.0 Lead Agency Responsibilities (34 C.F.R. §303.120)

The Department of Economic Security (DES), with the advice and assistance of the Interagency Coordinating Council (ICC), is the Lead Agency responsible for Arizona's Part C system of early intervention services for eligible infants and toddlers and their families. The Department of Economic Security, Arizona Early Intervention Program (DES/AzEIP) is the office within DES designated to fulfill Lead Agency responsibilities, including acting as the single line of responsibility to carry out:

- (a) the general administration and supervision of programs and activities administered by agencies, institutions, organizations or early intervention service providers receiving assistance under Part C, and
- (b) monitoring of programs and activities used by the State to carry out this Part, whether or not the program or activities are administered by agencies, institutions, organizations or early intervention service providers that are receiving assistance under Part C, to ensure compliance with IDEA, Part C, including:
 - (1) Identify and coordinate all available resources for early intervention services within the State, including those from Federal, State, local, and private sources including:
 - Title V of the Social Security Act (relating to Maternal and Child Health);
 - Title XIX of the Social Security Act (relating to the general Medicaid Program and EPSDT);
 - The Head Start Act;
 - Part C of IDEA;
 - The Developmental Disabilities Assistance and Bill of Rights Act; and
 - Other Federal programs.
 - (2) Enforce the obligations imposed on those agencies under Part C of IDEA and its regulations, State statutes and regulations, AzEIP policies and procedures and this IGA;
 - (3) Ensure correction of noncompliance and low performance that are identified through General Supervision activities within one year of identification, or sooner if required by DES/AzEIP;
 - (4) Define corrective measures and remedies to be used by DES with the AzEIP Service Providing Agencies and by the AzEIP Service Providing Agencies with contractors, enforce them as to AzEIP Service Providing Agencies, and ensure that they are enforced as to contractors of service providing agencies. Corrective measures and remedies may include:
 - required submission of additional documentation and/or increased frequency of reporting concerning area(s) of non-compliance and strategies to improve compliance;
 - focused monitoring visits to review files, meet with staff, identify strategies for improvement and prepare a plan to address areas of non-compliance;
 - implementing a corrective action plan, including timelines for implementation and periodic progress reporting;
 - revising contract terms and provisions when necessary and with appropriate notice;
 - adjustment or withholding of whole or partial payment until satisfactory resolution of default/non-compliance;
 - suspending all or part of the contract; and
 - termination of the contract in whole in part.
 - (5) Enter into formal intra- and interagency agreements with other State agencies involved in the State's early intervention program, including agreements to establish financial responsibility for each agency paying for early intervention services and procedures for resolving disputes that include all additional components necessary to ensure meaningful cooperation and coordination regarding financial requirements under subpart F of the regulations for IDEA, Part C;
 - (6) Establish or adopt procedural safeguards that meet the requirements of IDEA, Part C;

- (7) Ensure effective implementation of procedural safeguards under IDEA, Part C by each public agency in the State that is involved in the provision of early intervention services;
- (8) Define data collection and reporting requirements;
- (9) Provide technical assistance and clarification of requirements for implementation of Part C;
- (10) Develop AzEIP policies and procedures in coordination with AzEIP Participating State Agencies and oversee implementation;
- (11) Assign financial responsibilities in accordance with 34 C.F.R.303.500, et seq. and AzEIP's policies and procedures for its systems of payments;
- (12) Development of procedures in accordance with 34 C.F.R.303.500, et seq. and AzEIP's policies and procedures for its systems of payments to ensure that early intervention services are provided to infants and toddlers with disabilities as defined by AzEIP in a timely manner, pending the resolution of any disputes among public agencies or early intervention service providers; and
- (13) Resolve intra- and interagency disputes between the AzEIP Participating State Agencies.

8.0 AzEIP Participating State Agency Responsibilities

In order to attain the mutual objectives and intended outcomes, the AzEIP Participating State Agencies commit to the following actions.

8.1 Family Leadership

The AzEIP Participating State Agencies shall promote family members as active participants at all levels in the development, implementation and evaluation of the statewide, comprehensive early intervention system.

8.2 Interagency Coordination

The AzEIP Participating State Agencies shall:

- (a) Enter into one or more Intergovernmental Agreements with DES, as the Lead Agency. The IGA(s) shall describe the agency's role in the provision of early intervention services in accordance with IDEA, Part C;
- (b) Recommend for appointment by the Governor, at least one person with agency voting authority to serve on the Arizona Interagency Coordinating Council (ICC);
- (c) Designate at least one person to serve on the AzEIP State Interagency Team who is knowledgeable and experienced in Part C requirements and authorized to participate in interagency decision-making related to the AzEIP;
- (d) Participate in the ongoing development, implementation and evaluation of agreements, policies and strategies at the State and local levels, including the evaluation of this IGA document, at least annually;
- (e) Ensure agency policies and procedures that impact AzEIP services are in compliance with IDEA, applicable federal and state law, the AzEIP Application for Federal Funds, and AzEIP policies and procedures;
- (f) Within their respective agencies, ensure compliance with IDEA, Part C, the AzEIP Application for Federal Funds, applicable federal and state law, and AzEIP policies and procedures; and,
- (g) Provide leadership, direction, and coordination, as appropriate, regarding the planning and provision of services to infants and toddlers and their families.

8.3 Public Awareness and Child Find

The AzEIP Participating State Agencies will participate in the implementation of public awareness activities outlined in the AzEIP Application for Federal Funds and AzEIP policies and procedures to ensure that a statewide public awareness system identifies children early who are eligible to receive early intervention services. The AzEIP Participating State Agencies will promote public awareness and understanding of AzEIP through (i) interagency planning and dissemination of public awareness

materials; (ii) provision of training and technical assistance; and (i) the development of partnerships with the child care and education, health and human services systems and business communities.

The AzEIP Participating State agencies will participate in the development and/or revision of the Child Find Intergovernmental Agreement between the Arizona Department of Economic Security and the Arizona Department of Education. The AzEIP Service Providing Agencies that receive AzEIP referrals will adhere to the provisions of the Child Find IGA. The AzEIP Participating State Agencies will have the opportunity to review subsequent revisions of the Child Find IGA before changes are finalized. DES/AzEIP and ADE will develop public awareness materials in accordance with the Child Find IGA.

8.4 Financial Responsibilities

- (a) The AzEIP Participating State Agencies shall assist DES in the identification and coordination of resources, including Title V and Title XIX of the Social Security Act (SSA), including section 1903(a) of the SSA regarding medical assistance for services furnished to an AzEIP eligible child and his or her family when those services are included in the child's IFSP, the Head Start Act, Part B of IDEA, the Developmental Disabilities Assistance and Bill of Rights Act, and other Federal programs;
- (b) The AzEIP Participating State Agencies will participate in the establishment of the State's system of payments as described in the AzEIP Application for Federal Funds, and once approved, enact procedures consistent with the State's system of payments for early intervention services. AzEIP's system of payments, as set out in its policies and procedures and incorporated herein, includes:
 - (1) Ensuring that IDEA, Part C funds are used as the payor of last resort in accordance with 34 C.F.R. §303.510;
 - (2) Utilizing public insurance and benefits and private insurance in accordance with 34 C.F.R. §303.520; and
 - (3) Implementing AzEIP's Family Cost Participation policies and procedures; and
- (c) DES/AzEIP ensures that appropriate intra- and interagency agreements, or other written methods (such as contracts) are established to provide the following requirements:
 - (1) the financial responsibility for early intervention services under IDEA, Part C;
 - (2) for early intervention services to pend during the resolution of any dispute between State agencies regarding financial responsibility; and
 - (3) procedures for resolving disputes about payments for a given service or disputes about other matters related to AzEIP.

9.0 DES/AzEIP Oversight Responsibility

9.1 DES/AzEIP oversees the implementation of AzEIP, the interagency system of early intervention services, to ensure adherence to the requirements of IDEA, Part C, and AzEIP policies and procedures, including the provisions in this Agreement.

9.2 Dispute Resolution

If DES, as the Lead Agency, or an AzEIP Participating State Agency believes that another party to this agreement has failed to meet the obligations set forth in this IGA, the aggrieved party shall engage the following process to resolve issues of noncompliance:

- (a) The AzEIP Participating State Agencies may seek to resolve an internal dispute in a timely manner. If the AzEIP State Participating Agency is unable to resolve its own internal dispute within 15 days, then the aggrieved party shall submit a written complaint in the form of a letter to:

DES/AzEIP Executive Director
3839 N. 3rd Street, Suite 304
Phoenix, AZ 85012

- (b) The DES/AzEIP Executive Director, or designee, the aggrieved state agency Director, or designee, and the agency Directors, or designees, from the agency (ies) against which the complaint is filed, shall investigate and attempt to resolve the alleged issue of non-compliance within 90 days of DES/AzEIP's receipt of written notice of the issue, unless the matter must be resolved in an expedited manner. In the event a matter must be expedited, the written complaint shall state that the matter must be expedited, the rationale and the time in which the matter is requested to be resolved. The DES/AzEIP Executive Director, or designee, and the directors of the agencies against which the complaint is filed and from whom the complaint is filed will agree to a mutually acceptable expedited schedule.
- (c) If the matter remains unresolved 90 days following DES/AzEIP's receipt of the complaint, or after the agreed upon expedited schedule, the complaining state agency, or designee shall prepare a written statement within 5 days and the designee from the agency against which the complaint is filed shall have the right to respond within 5 days. Both the written statement and response shall be submitted to the DES Director, or the DES Director's designee, and to the Directors, or designees, of the aggrieved agency and the agency against which the complaint is filed. The written statement will include: (1) a description of the issue of alleged noncompliance; (2) efforts made to resolve the issue; and (3) recommended strategies for resolving the issue.
- (d) If the matter is not resolved by the Directors, or the Directors' designees, within 30 days of submission of the written statement and response, DES, the aggrieved agency and/or the agency against which the complaint is filed shall seek the assistance of the Governor's Office in order to resolve the issue, which resolution is binding on the agencies involved.
- (e) Pending the resolution of disputes, services will be provided to eligible children and their families in a timely manner as indicated in each family's IFSP.

9.3 Disputes between the parties arising under this Agreement that are not resolved according to the processes described in Section 9.2 shall be subject to arbitration to the extent required by A.R.S. §12-1518.

9.4 If there is a dispute about the assignment of program and/or financial responsibility, DES/AzEIP shall:

- (a) Reassign the responsibility to the appropriate AzEIP Service Providing Agency; and/or
- (b) Make appropriate arrangements for reimbursement of any expenditures incurred by the agency originally assigned this responsibility.

If an AzEIP Service Providing Agency does not agree with this reassignment and/or arrangement for reimbursement, then the aggrieved agency shall file a written complaint with DES/AzEIP at the address provided in paragraph 9.2 and the provisions of that section shall be followed.

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

11.0 Records

Under A.R.S. § 35-214, the AzEIP Participating State Agencies shall retain and shall contractually require each contractor/vendor and subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Agreement for a period of five years after the completion of the Agreement. All records shall be subject to inspection and audit by DES or the United States Government at reasonable times. Upon request, the AzEIP Participating State Agency shall produce the original of any or all such records.

12.0 Confidentiality

All parties agree to maintain the confidentiality of records relating to children with disabilities and their families in accordance with IDEA, Part C and its regulations, the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g *et seq.*, A.R.S. §15-141(A) and other applicable laws.

13.0 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.

14.0 Compliance with Applicable Law

Each party shall comply with all Federal, State and local laws, rules, regulations, standards and Executive Orders, designated in this agreement without limitation. The laws and regulations of the State and the terms of this Agreement shall govern the rights of the parties, the performance of this agreement and any disputes. Any action relating to this agreement shall be brought in an Arizona court. If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law. Any changes in the governing laws, rules, and regulations during the term of this agreement shall apply but do not require an amendment.

15.0 Non-discrimination

In accordance with A.R.S. § 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.

16.0 Amendments or Modifications

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.

17.0 All written communications shall be addressed and mailed or personally delivered as follows:

Executive Director
Arizona Early Intervention Program
Arizona Department of Economic Security
3839 North Third Street, Suite 304
Phoenix, AZ 85012

18.0 Termination

Each party shall have the right, at any time, to terminate this agreement by mailing the other party written notice of termination by certified mail, return receipt requested, at least thirty (30) days prior to the effective date of said termination. None of the AzEIP Participating State Agencies shall be responsible for provision of services after the effective date of termination by that AzEIP Participating State Agency, nor shall they be liable or responsible for payment of services authorized or provided by another AzEIP Participating State Agency after the effective date of termination.

19.0 Precedence

If a term in this agreement conflicts with a term or provision in the IGA between DES and a single AzEIP Participating State Agency, then the IGA between DES and a single AzEIP Participating State Agency shall supercede or override the terms and provisions of the IGA. If the agreements can be read to be consistent, that interpretation shall prevail.

20.0 Indemnification

Indemnification for Contractor:

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.

21.0 Insurance Requirements

INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:

None

22.0 Non-Availability of Funds

22.1 In accordance with A.R.S. 35-154, every payment obligation of the State under the Agreement 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 Agreement, this Agreement 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.