INTERGOVERNMENTAL AGREEMENT

A contract between the Department of Economic Security (DES) and the Arizona Department of Education (ADE).

WHEREAS the DES is duly authorized to execute and administer contracts under A.R.S. §41-1954(A); 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 Contract; and

WHEREAS the DES and the ADE are authorized by A.R.S. §11-951 *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; and

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

For and on behalf of the Arizona Department of Economic Security

Procurement Officer Signature

Typed Name and Title

8/15/13
Date

ADES14-054639
DES Contract Number

For and on behalf of the Arizona Department of Education

Lupita Gomez
Signature

Lupita Gomez, CPO
Typed Name and Title

Aug 15, 2013
Date

14-11-ED
ADE 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

Therese L. Martin
Typed Name and Title

8/15/13
Date

Signature

Jordan T. Ellel, Assistant Attorney General
Typed Name and Title

8-14-13
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, and the Arizona Department of Economic Security (DES), a State Agency of the State of Arizona.

The ADE and the DES agree to the following terms:

1.0 The ADE is authorized to enter into this Intergovernmental Agreement (IGA or Agreement) by A.R.S. §15-203(B)1 and the DES is authorized to enter into this IGA by A.R.S. §8-652 and §41-1954(A). DES is further complying with the Individuals with Disabilities Education Act (IDEA), 34 C.F.R. §303.209(a)(3)(i)(A), which requires an interagency agreement when the State Educational Agency is not the Lead Agency for the State's early intervention program.

2.0 This Agreement shall become effective on July 1, 2013 and shall remain in effect through June 30, 2018. As required by law and specified in Section 15.0, Oversight Responsibility, DES is to oversee the execution of this IGA by the Arizona Early Intervention Program (AzEIP) Early Intervention Programs and ADE is to oversee the execution of this IGA by Public Education Agencies (PEAs). This IGA does not alter or diminish either the ADE's or DES' responsibilities to ensure compliance with transition 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 16.0 of this IGA. Should either party elect to terminate or cancel this IGA, the party shall notify the other in writing at least thirty days prior to the proposed termination of this IGA by submitting notice to the Technical Contact noted in Section 20.0 herein.

3.0 Purposes of this Agreement:

3.1 to delineate the procedures for the transition of children with disabilities from the AzEIP Early Intervention Programs to the Public Education Agency (PEA)/school district of residence as authorized in 20 U.S.C. §1437; 34 C.F.R. §303.209; and A.A.C. R7-2-401(K)(2).

3.2 to ensure families' rights to services for which they are eligible.

3.3 to delineate responsibilities of and coordination and communication among ADE and DES, in implementing transition requirements, including as appropriate, joint trainings with other early childhood programs, such as Early Head Start and Head Start, and sharing data in accordance with state and federal laws.

3.4 to establish uniformity statewide that will provide a coordinated, unduplicated, and seamless system for serving children ages birth through five with developmental delays or disabilities according to the IDEA, Parts B and C (20 U.S.C. §1412 *et seq.*, 34 C.F.R. §300 *et seq.* and 20 U.S.C. §1431 *et seq.*, 34 C.F.R. §303 *et seq.*) and A.A.C. R7-2-401(K)(2).

3.5 to encourage cooperation and communication between ADE, DES, AzEIP Early Intervention Programs, PEAs and families to ensure the provision of a Free Appropriate Public Education (FAPE) by a child's third birthday, as authorized in 20 U.S.C. §1412(a)(9) and 34 C.F.R. §300.124.

4.0 Transition from Early Intervention Services

4.1 Discussions about transition are an ongoing process starting with a child's eligibility for early intervention services through AzEIP. The purpose of transition planning is to help the family transition when early intervention services are no longer needed or the child transitions to preschool or other early childhood programs on or before the child's third birthday.

4.2 For children eligible for AzEIP, the provision of a Free and Appropriate Public Education (FAPE) is required no later than the child's third birthday unless the child is no longer enrolled in and eligible for early intervention services.

4.3 Children are no longer eligible for AzEIP on or after the child's third birthday.

4.4 It is the responsibility of both the AzEIP Early Intervention Programs and the PEAs to work collaboratively to ensure children who are potentially eligible for Part B receive timely transitions.

4.5 Arizona does not use the Individualized Family Service Plan (IFSP) as the Individualized Educational Plan (IEP) for a child with a disability from three years of age to five years of age.

5.0 Transition Planning Data (February 1 and Sept 15 each year)

5.1 AzEIP Early Intervention Programs provide data on the number of children turning three years old to PEAs (specifically the school district where the parent of the child resides) twice a year for the school's planning purposes. The data does not contain personally identifying information.

5.2 On or before February 1st of each year, AzEIP Service Coordinators or their administrative office reports the total number of children with an IFSP who will turn three years of age in the upcoming 16-month period (February through May of the following year).

5.3 On or before September 15th of each year, AzEIP Service Coordinators or their administrative office provides an updated report of the total number of children with an IFSP who will turn three years of age between September and May of that school year.

6.0 Individualized Family Service Plan Meeting Near Child's Second Birthday

6.1 While every IFSP meeting discusses transition in an ongoing manner, the AzEIP Service Coordinator facilitates an IFSP meeting closest to the child's 2nd birthday (before or after), such as at an annual or 6 month review with the IFSP team members to update the IFSP, as appropriate, and discusses with the family the following requirements for transition to be completed over the next 9 months:

6.1.1 all early childhood options available to the family in their community, including preschool special education services through the district of residence, Head Start, private preschools, and child care settings and

determine the family's interest in visiting potential programs. If the family is interested in preschool special education services, the team also discusses the program options for the child for the period from that child's third birthday through the remainder of the school year;

6.1.2 the parent's interest in a Transition Conference, which must be held between the child's age of 2 years, 6 months and 2 years, 9 months (and, at the discretion of all parties, not earlier than 2 years, 3 months of age) and the need for consent to share information with the requested participants (school district, Head Start, family members, child care providers, etc.);

6.1.3 a plan to update vision and hearing screenings;

6.1.4 the IFSP Transition Planning Meeting, which must occur between the time the child is 2 years, 6 months and 2 years, 9 months old (and at the discretion of all parties, not earlier than 2 years, 3 months) and may be combined with the Transition Conference);

6.1.5 the AzEIP Service Coordinator's requirement to make an automatic referral (using the PEA Notification/Referral form) of all children potentially eligible for preschool special education services (IDEA, Part B) on or before the child is 2 years, 9 months old, to the PEA and send a copy of the form to the State Education Agency (ADE) within one business day from the referral to the PEA. This referral form includes the child's name, date of birth, and the parents' names, address(es), and phone number(s); and

6.1.6 the parent's right to opt-out of the automatic referral to the PEA no later than the date when the child is 2 years, 8 months of age. A parent opts-out of the automatic referral to the PEA by signing the opt-out section of the PEA Notification/Referral form.

7.0 Transition Conference

7.1. When the parent agrees to have a Transition Conference, it must *occur* when the child is between 2 years, 6 months and 2 years, 9 months (and at the discretion of all parties, not earlier than 2 years, 3 months) when the parent has provided approval to convene the conference.

7.2 The focus of the Transition Conference is to:

7.2.1 discuss any services the child may receive with the PEA and other early childhood programs in which the parent is interested; and

7.2.2 provide the parents with information about the various programs they are interested in, as well as the steps that Transition Conference attendees will take to support the parents in their decision-making, such as to make a visit to the programs.

7.3 The Transition Conference must be held in the native language of the family or other mode of communication, unless it is clearly not feasible to do so.

7.4 The AzEIP Service Coordinator is responsible for scheduling and then confirming the Transition Conference using the Invitation to Participate in a Transition Conference/IFSP Transition Planning Meeting form, and facilitating the conference. The Service Coordinator is responsible for documenting the outcome on the Transition Conference Summary Form and distributing copies to the participants.

7.5 The Transition Conference must be held at a time and location convenient for the family, and includes: (1) the parent(s) of the child, (2) other family members, as requested by the parents, if feasible to do so, (3) an advocate or person outside of the family, if requested by the parents, (4) the Service Coordinator, (5) a person or persons directly involved in the evaluation or assessment, (6) the providers from the family's IFSP team, (7) as requested by the parent, a PEA representative(s), and (8) other early childhood program representatives, as requested by the parent.

7.6 The AzEIP Service Coordinator must ensure that written consent to share early intervention information is obtained prior to the start of the Transition Conference so that early intervention information may be discussed during the meeting. With consent, information to be shared includes all recent evaluation reports, progress updates and the most recent IFSP.

7.7 At the Transition Conference, the PEA Representative will:

7.7.1 attend the transition conference when requested by the parents;

7.7.2 provide information to the parent(s) about Free Appropriate Public Education (FAPE), evaluation procedures, and eligibility criteria for preschool special education services;

7.7.3 provide information to the parent(s) about all potential educational programs for eligible preschool children, including those programs for children with and without disabilities; and

7.7.4 if PEA Notification/Referral occurs during (or prior to) the Transition Conference, the AzEIP Service Coordinator will provide the Notification/Referral form to the PEA, with a copy to ADE within 1 business day of the referral to the PEA. The PEA representative will undertake the following activities:

- provide the parent(s) a copy of the procedural safeguards as required in Part B of the IDEA and Prior Written Notice for referral;
- If the appropriate PEA staff are at the meeting, a Review of Existing Data can be completed; otherwise the review occurs subsequently by PEA staff;
- establish tentative timelines for completing the eligibility determination and transition into the PEA, if the child is eligible;
- describe the purpose, scope, and participation in the evaluation, eligibility and Individualized Education Program (IEP) meetings including a discussion of Part C members that the parent may request to attend the initial IEP, if eligible;
- explain the purpose of Extended School Year (ESY) services and the information and data needed to support the IEP team in determining eligibility for ESY services; and
- if parents are interested, work with the parent(s) and the AzEIP Service Coordinator to plan for visitations to potential preschool options, if visitations have not already occurred.

7.8 The AzEIP Service Coordinator will summarize the agreed upon transition steps on the Transition Conference Summary Form and provide a copy to the family, the PEA, and other Transition Conference attendees as appropriate. The AzEIP

Service Coordinator and PEA representative will maintain a copy of the Transition Conference Summary Form in their respective records for the child.

7.9 For children who become AzEIP eligible between 2 years, 6 months and 2 years, 8 months, the AzEIP Early Intervention Program working with the family begins discussions of transition, including a discussion of the automatic referral using the PEA Notification/Referral form to the PEA with a copy to ADE, the right to opt out of this automatic referral, and the options when the child is three years of age, as soon as possible after referral.

7.10 For children who become AzEIP eligible between 2 years, 8 months to 2 years, 9 months, the PEA Notification/Referral must be sent to the PEA and ADE by the date the child is 2 years, 9 months, unless the parent opts out in writing.

7.11 For children who come AzEIP eligible between 2 years, 9 months and 2 years, 10 ½ months, PEA Notification/Referral must be sent to the PEA and ADE on or before the initial IFSP meeting, unless the parent opts out in writing.

8.0 The IFSP Transition Planning Meeting is a federal requirement of all AzEIP programs and may occur with the Transition Conference or on a separate date. The PEA is not required to participate in this IFSP Transition Planning Meeting unless it is held with the Transition Conference.

8.1 AzEIP Service Coordinators ensure that an IFSP Transition Planning Meeting is held before the child is 2 years 9 months (and at the discretion of all parties, not earlier than 2 years, 3 months), to document the transition plan on the IFSP with participation of the family. This meeting must meet the following requirements for an IFSP meeting:

- 8.1.1 Conducting the meeting in a place and time that is convenient for the family;
- 8.1.2 Holding the meeting in the native language of the family or other mode of communication, unless it is clearly not feasible to do so;
- 8.1.3 Fully explaining the IFSP to the family and obtaining appropriate consent to initiate services, if needed; and
- 8.1.4 Including the required participants at the meeting: (1) the parent(s); (2) other family members as requested by the family; (3) the service coordinator; (4) a person(s) directly involved in conducting the evaluation or assessment (depending on whether it is an initial or other IFSP); and (5) person(s) who provide IFSP services. If the person involved in the evaluation or assessment is not able to make the meeting in person, arrangements must be made for the person's involvement by telephone, sending an authorized representative or making pertinent records available at the meeting.

8.2 The parent is always a participant in the development of the transition plan, which is documented in the IFSP and includes:

- 8.2.1 the activities and steps to support the transition of the child from AzEIP; and
- 8.2.2 any transition services that the IFSP team identifies as needed by the child and his or her family.
- 8.2.3 a review of program options for the child and family for the period from the child's third birthday through the remainder of the school year.

8.3 The IFSP document must contain the steps to ensure the smooth transition of the child, including:

8.3.1 Discussions with, and training of, parents, as appropriate, regarding future placements/options, and other matters related to the child's transition,

8.3.2 Activities to prepare the child for changes in service delivery, including steps to help the child adjust to and function in a new setting;

8.3.3 Confirmation that the PEA Notification/Referral form has been sent to the PEA and ADE and, with parental consent, additional information needed by the PEA to ensure continuity of services from the AzEIP Early Intervention Program to the PEA (including a copy of the most recent evaluation and assessments of the child and family and most recent IFSP developed), unless the parent opts out in writing; and

8.3.4 Identification of transition services and other activities identified by the IFSP team to support the transition of the child.

8.3.5 The IFSP Transition Planning meeting and the Transition Conference may be combined.

9.0 Child is AzEIP Eligible between 2 years, 9 months and 2 years, 10 1/2 months

9.1 The AzEIP Service Coordinator supports the family to transition to preschool or other appropriate services prior to the child's third birthday.

9.2 A Transition Conference and IFSP Transition Planning meeting are not required; however, the AzEIP Service Coordinator is responsible for assisting the family in developing a transition plan (including appropriate steps and services), which is documented in the IFSP.

9.3 A referral to the PEA, with a copy of the PEA Notification Referral form to ADE, is required as soon as possible after AzEIP eligibility determination, and no later than the initial IFSP meeting, unless the family opts out before that time.

9.4 The family may opt out of the referral to the PEA no later than the initial IFSP meeting.

9.5 This is considered a late referral to Part C and the receiving PEA may document the transition on the Annual Special Education Data Report if they are unable to determine eligibility and complete the subsequent IEP or determine ineligibility by the child's 3rd birthday.

10.0 Child is AzEIP Eligible between 2 years, 10 1/2 months and Three years

10.1 The AzEIP Service Coordinator is responsible to assist the family with transition before the child turns three years of age. As referenced in Chapter 3 of AzEIP Policies and Procedures, Early Intervention Services, an evaluation, assessment, and initial IFSP are not required for children referred after the age of 2 years, 10 ½ months.

10.2 A Transition Conference, IFSP Transition Planning Meeting, and a referral to the PEA using the PEA Notification/Referral are not required.

10.3 While an official referral to the school is not required, if the family is interested in preschool special education services, then the service coordinator helps to facilitate contact with the PEA as soon as possible by (1) providing the parent with contact information for the school, or (2) making a referral to the school after obtaining the parent's written consent.

10.4 Standard special education evaluation and IEP development timing applies and the receiving PEA is not required to complete the process on or before the child's 3rd birthday as this is considered a Child Find referral from AzEIP rather than a Transition referral from AzEIP.

11.0. Child Referred to AzEIP between 2 years 10 1/2 months and 3 years

11.1 An evaluation, assessment and initial IFSP are not required for children who are referred to AzEIP between 2 years 10 1/2 months and 3 years.

11.2 The AzEIP Service Coordinator and/or the Central Referral System assists the family either by (1) providing the parent with the contact information for the school, or (2) making a referral to the school after obtaining the parent's written consent.

12.0 Referrals to the PEA, Review of Existing Data and Evaluation

12.1 Upon referral, the PEA completes a Prior Written Notice for referral and provides Procedural Safeguards to the parents.

12.2 The PEA coordinates the Review of Existing Data to include information from AzEIP, the parent(s), and other available sources to determine if additional information is needed to determine eligibility.

12.3 If necessary, the PEA provides Prior Written Notice (PWN) to collect additional information and obtains parental consent to conduct further evaluation. The PEA must determine eligibility within sixty days of written parental consent to evaluate, not to extend beyond the child's third birthday.

12.4 The PEA convenes the evaluation and eligibility meetings with the Multidisciplinary Evaluation Team (MET), parent(s) and, upon parental request, the AzEIP Service Coordinator, to undertake the following activities:

12.4.1 explain results of the evaluation to the parent(s);

12.4.2 determine eligibility for preschool special education and related services based on all information;

12.4.3 For children who turn three toward the end of the current school year and do not qualify for Extended School Year (ESY) services the AzEIP Early Intervention Program and the Public Education Agency (PEA) will identify other available resources in the community for the child and family; and

12.4.4 The PEA will provide PWN regarding eligibility, whether the child is found eligible for ineligible for special education services.

13.0 Individualized Education Program (IEP) Conference

13.1 For children eligible for AzEIP from birth to age 2 years, 9 months: If a child is determined to be eligible for Preschool Special Education Services in accordance with Part B of IDEA and Arizona law, the PEA must hold an IEP conference within 30 days of the eligibility determination not to extend beyond the child's third birthday. With parental agreement, the IEP Conference may be held at the same time as the Preschool Eligibility/Multidisciplinary Evaluation Team Conference described above.

13.2 The PEA will convene an IEP meeting with the required IEP team members, by the child's third birthday, in order to develop an IEP that ensures FAPE. The IEP team must consider the child and family's IFSP when developing the initial IEP, including the natural environment statement.

13.3 If requested by the parent, the PEA will invite the AzEIP Service Coordinator or other IFSP team member(s) to the IEP meeting. The IEP meeting shall be scheduled with the parents at a mutually agreeable time.

13.4 The AzEIP Service Coordinator will attend the IEP conference at the request of the parent and provide information and data to assist the IEP Team in developing the IEP, including consideration of the need for ESY services.

14.0 Late Referrals from AzEIP to the PEA. When a child is eligible for AzEIP before 2 years, 9 months, but the AzEIP service coordinator does not refer to the PEA until <u>after</u> the child is 2 years, 9 months, the PEA is responsible for conducting an initial evaluation and, if eligible, the IEP by the date the child is 3 years of age.

15.0 Definitions

15.1 <u>Arizona Early Intervention Program (AzEIP)</u> is the comprehensive, coordinated system of early intervention services authorized in A.R.S. §8-652 and implemented through the collaborative activities of five AzEIP Participating State Agencies: Department of Economic Security, Arizona Department of Education, Arizona Department of Health Services, Arizona Health Care Cost Containment System, and Arizona State Schools for the Deaf and the Blind. AzEIP is the total effort in Arizona that is directed at finding, assessing, and meeting the needs of children eligible under IDEA, Part C, and their families.

15.2 <u>AzEIP Service Coordinator</u> is an individual responsible for the coordination of services for a child and family in the Arizona Early Intervention Program in accordance with 34 C.F.R. §303.34. An AzEIP Service Coordinator may be employed by, or contracted with, any of the AzEIP Early Intervention Programs (defined in Section 14.3) and may also be called a Support Coordinator.

15.3 <u>AzEIP Early Intervention Programs</u> are those entities designated by DES/AzEIP to provide early intervention services in a specified region. See Chapter 2 of AzEIP Policies and Procedures, *General Supervision*, for specific, regional early intervention programs.

15.4 AzEIP Statement of Child's Present Levels of Development (also called the AzEIP Summary of Development) is a component of the IFSP, and meets the requirements of 34 C.F.R. §303.344 that provides a comprehensive, integrated developmental summary of the child's ability to: 1) engage or participate in social relationships; 2) acquire and use knowledge and skills; and, 3) be independent within the family's routines and activities. The AzEIP Summary of Development documents functional information synthesized from multiple sources, such as parent report, observation, and/or criterion-referenced assessment.

15.5 Department of Economic Security (DES) is the state agency designated in A.R.S. §8-652 as the lead agency for implementing Part C of the IDEA pursuant to 20 U.S.C. §1435(a)(10).

15.6 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 through two years old and their families.

15.7 District of Residence is the elementary district (K-8th grades) or unified district (K-12th grades) in which the parent of the child resides. For purposes of this Agreement, parent is defined in accordance with Section 15.23.

15.8 Educational Programs and Other Appropriate Services are the range of settings and services in which a preschool-aged child might participate after transition from early intervention. Examples include preschool special education services, Head Start programs, and private preschools. The AzEIP Service Coordinator and other IFSP team members must discuss all educational options in the community with the family during the IFSP planning meeting nearest the child's second birthday, at which the transition plan is developed.

15.9 Eligibility Criteria for Part C Early Intervention Services, in accordance with A.R.S. §8-651, 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 and sensory (includes vision and hearing); (2) cognitive; (3) language/communication; (4) social or emotional; or (5) adaptive (self-help).

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

(1) Chromosomal abnormalities
(2) Genetic or congenital disorders
(3) Disorders reflecting disturbance of the development of the nervous system, such as autism spectrum disorders, seizure disorders, and children born addicted to narcotics, alcohol or an illegal substance

(4) Congenital Infections, such as congenital cytomegalovirus, congenital toxoplasmosis and congenital rubella
(5) Metabolic disorders
(6) Hydrocephalus
(7) Neural tube defects (e.g., spinal bifida)
(8) Intraventricular hemorrhage, Grades III or IV
(6) Periventricular leukomalacia
(7) Cerebral palsy
(8) Significant auditory impairment
(9) Significant visual impairment
(10) Failure to thrive/pediatric under-nutrition
(11) Severe attachment disorders
(12) Disorders secondary to exposure to toxic substances, including fetal alcohol syndrome

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.

15.10 Eligibility Meeting is a ***required*** meeting to occur by the child's third birthday to determine if the child is eligible and/or continues to be eligible for special education. Required participants are the individuals described in 14.16 including by parent request the AzEIP Service Coordinator and a provider from the family's IFSP team as individuals with knowledge or special expertise regarding the child in accordance with 34 C.F.R. §300.306 This conference can be held at the same time as the IEP Conference.

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

15.11.1 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.

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

15.11.3 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.

15.11.4 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.

15.11.5 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. The visual impairment has been verified by an ophthalmologist or optometrist, and the student must be evaluated in all areas related to the suspected disability.

15.12 Evaluation:

15.12.1 PART C:
Evaluation for children ages birth through two years means the procedures, in accordance with 34 C.F.R. §303.321, 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. A child may also be determined eligible for AzEIP based on an established condition or when records confirm a developmental delay consistent with AzEIP eligibility criteria. For all eligible children, a multidisciplinary assessment is required covering all areas of development.

15.12.2 PART B:
Evaluation for children ages three to five years means the 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).

15.2.3 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.

15.13 Extended School Year (ESY) Services means additional special education and related services for students with disabilities to supplement the normal school year, for the purpose of preventing loss of a free appropriate public education (FAPE), and loss of meaningful educational benefit gained from the previous year(s) as defined in A.R.S. §15-881 and A.A.C. R7-2-408. ESY services, which meet the standard of ADE, are provided to a Part B eligible child with a disability beyond the normal school year of the public education agency, in accordance with the child's IEP, at no cost to the parents of the child. Eligibility for ESY services shall be determined by the IEP team based on the standards indicated in A.R.S. §15-881 and A.A.C. R7-2-408. Eligibility for ESY services shall be based on a multifaceted inquiry, using both retrospective and predictive data. Eligibility for participation shall not be based on need or desire for any of the following: (1) a day care or respite care service for students with a disability; (2) a program to maximize the academic potential of a student with a disability; or (3) a summer recreation program for students with a disability. The availability of extended school year services is required for all students for whom the IEP team has determined that it is necessary in order to ensure FAPE.

15.14 Free Appropriate Public Education (FAPE) in accordance with 34 C.F.R. §300.101 means special education and related services that meet state standards and are provided based upon an IEP. These services are provided at public expense under public supervision and direction, without charge to the parents and must be provided in the least restrictive environment (LRE) in accordance with 34 C.F.R. §300.114.

15.15 Individualized Education Program (IEP) means a written statement, developed, reviewed, or revised in accordance with applicable federal and state laws for providing special education services to each eligible child with a disability that

includes a statement of: (a) the child's present levels of academic achievement and functional performance, including how the disability affects the preschool child's participation in appropriate activities; (b) measurable annual goals, including academic and functional goals (c) a description of how the child's progress toward meeting the annual goals will be measured; (d) a statement of the special educational and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided to enable the child to advance appropriately toward attaining the annual goals and to be involved in and make progress in the general curriculum; (e) an explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class; (f) the projected dates, duration and location for service; and (g) a statement of how the parents will be informed of their child's progress. 20 U.S.C. §1401(14); 34 C.F.R. §300.320; A.R.S. §15-761(11); A.A.C. R7-2-401G.

15.16 IEP Meeting is to occur by the eligible child's third birthday to determine appropriate programming. Required participants are the individuals described in 14.16 and, at the discretion of the parent, other individuals who have knowledge or special expertise regarding the child (e.g., AzEIP Service Coordinator), including related services personnel as appropriate. 20 U.S.C. §1414(d)(1)(D); C.F.R. §§300.321(f).

15.17 The IEP team includes, in accordance with 34 C.F.R. §300.321 the following individuals:

(1) the parent(s) of the child;
(2) at least one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);
(3) at least one special education teacher of the child, or if appropriate, at least one special education provider of the child;
(4) a representative of the public agency who-
  (i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
  (ii) Is knowledgeable about the general curriculum; and
  (iii) Is knowledgeable about the availability of resources of the public agency;
(5) an individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in paragraphs (a)(2) through (6) of 34 C.F.R. §300.321; and
(6) at the discretion of the parent or PEA, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate.

15.18 Individualized Family Service Plan (IFSP) is a written plan developed 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 -.345.

15.19 Individual Family Service Plan (IFSP) Transition Planning Meeting meets the requirements of 34 C.F.R. §303.209(d) is a meeting held before the child is 2 years, 9 months, (and at the discretion of all parties, not earlier than 2 years, 3 months) to develop and document the transition plan on the IFSP with the family. This meeting must meet specific requirements for an IFSP meeting, including conducting the meeting in a place and time that is convenient for the family and holding the meeting in the native language of the family or other mode of communication, unless it is clearly not feasible to do so. This meeting may be combined with the Transition Conference according to 34 C.FR. §303.209(e). The PEA is not required to attend this conference unless it is combined with the Transition Conference.

15.20 Multidisciplinary Evaluation Team in IDEA, Part B means, in accordance with A.R.S. §15-761(16), a team of persons including individuals described as the IEP team and other qualified professionals who shall determine whether a child is eligible for special education.

15.21 Notification to the Public Education Agency (also called PEA Notification/Referral) is the AzEIP service coordinator's responsibility to notify the PEA (i.e., make a referral to the PEA) where the child with a disability lives and ADE that the child will shortly reach the age of eligibility for Part B services and is potentially eligible for Part B services according to 34 C.F.R. §303.209(b). The PEA Notification/Referral must include: (a) the child's name; (b) date of birth; and (c) parent contact information, (including names, addresses and telephone numbers). The PEA notification also includes the Service Coordinator's name and contact information, and the language(s) spoken by the child and family.

PEA Notification does not require parental consent; however, parents have the opportunity to opt out of PEA Notification. (see Opt-out section 14.22 for requirements) The PEA Notification/Referral form must be sent to the PEA and ADE on or before the child is 2 years, 9 months for all children eligible for AzEIP before 2 years, 9 months, unless the parent has opted out in writing on the form. The parent must opt out before 2 years, 8 months for all children eligible before 2 years, 8 months and before 2 years, 9 months, for all children eligible for AzEIP between 2 years, 8 months and 2 years, 9 months. For children eligible for AzEIP after 2 years, 9 months, the opt-out deadline is on or before the initial IFSP meeting.

The PEA Notification must be treated as an initial referral to the public education agency for consideration of eligibility for preschool special education services. It initiates the PEA's requirement to provide Procedural Safeguards and Prior Written Notice under 34 C.F.R. §300.503 and §300.504(a)(1). The PEA notification must be provided to the PEA designated as district of residence.

15.22 Opt-Out, as authorized by 34 C.F.R. §303.209(b)(2), means that a parent, after being informed of AzEIP's intent to disclose Notification to the Public Education Agency (also known as PEA Notification/Referral) may object in writing to the disclosure by the date on which their child is 2 years, 8 months of age. For children eligible for AzEIP between 2 years, 8 months and 2 years, 9 months, the opt-out deadline is before the child is 2 years, 9 months. For children eligible for

AzEIP after 2 years, 9 months, the opt-out deadline is on or before the initial IFSP meeting.

If the parent opts out in writing, AzEIP will not notify the PEA and ADE. The parent must be informed of AzEIP's intent to disclose PEA Notification information during the IFSP meeting near the child's second birthday, or the initial IFSP meeting, if eligible after the child is 2 years old. The parent must object in writing using the Opt-Out section of the PEA Notification/Referral form. PEA notification will occur in the absence of parent objection.

15.23 Parent - a parent is defined as:

A. a biological or adoptive parent of a child;
B. a foster parent, unless Arizona law, regulations, contractual obligations with an Arizona or local entity prohibit a foster parent from acting as a parent;
C. a guardian generally authorized to act as the child's parent, or authorized to make early intervention, educational, health or developmental decisions for the child (but not the State if the child is a ward of the State);
D. a person acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or a person who is legally responsible for the child's welfare; or
E. a surrogate parent who has been appropriately appointed.

15.24 Parental Consent is informed consent provided by a parent as defined in Section 14.23 and as appropriate under law. A.A.C. R-7-401(F).

15.25 Potentially eligible child under IDEA, Part B means a child who is eligible for AzEIP and who has an IFSP when the child is two years of age or older.

15.26 Public Education Agency (PEA) means a 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.

15.27 Transition Planning Data will be provided to the PEA twice a year to assist the PEA with planning capacity and resources for future preschool referrals and will consist of the number of children currently within the AzEIP system that may potentially transition to the district.

15.28 Transition Conference is a meeting arranged and facilitated by the AzEIP Service Coordinator and includes those early childhood programs in which the family has an interest, such as the PEA, Head Start, and/or private preschool. In accordance with 34 C.F.R. §303.209(c), The Transition Conference will occur between the time the child is 2 years, 6 months and 2 years, 9 months (or as early as 2 years, 3 months, if all parties agree). The purpose of the Transition Conference is to ensure the following steps are taken:

A. review the potential program options/continuum of services available on the child's third birthday;
B. establish tentative timelines and activities for the child's transition into the PEA, if eligible;
C. establish a plan for parental visitation to the educational programs available (if not already completed);

D. review existing data, including vision and hearing screening information; and
E. plan for the collection of additional information, including evaluation and procedures to assist in determining eligibility for Part B and appropriate IEP services, including ESY.

The Transition Conference may occur, but is not required to, as part of the IFSP Transition Planning Meeting, during which the transition plan is developed. The Transition Conference must meet the requirements for an IFSP meeting and additionally includes a PEA or other early childhood representative as requested by the Parent.

16.0 Oversight Responsibility

16.1 DES/AzEIP oversees the AzEIP Early Intervention Programs to ensure adherence to the requirements of Part C of IDEA and AzEIP policies and procedures, including the provisions in this Agreement. This includes, but is not limited to, conducting compliance monitoring regarding transition requirements in IDEA as well as the provisions herein. AzEIP will use the monitoring alert system to notify ADE of noncompliance issues.

16.2 ADE is responsible for oversight of all public education agencies' compliance with Part B of IDEA and the terms of this Agreement as to transition and FAPE. This includes, but is not limited to, conducting compliance monitoring regarding the IDEA and its implementing regulations, to ensure PEA adherence to ADE policies and procedures, as well as the provisions herein. ADE will use the monitoring alert system to notify AzEIP of noncompliance issues.

17.0 Dispute Resolution

17.1 If a parent, PEA, AzEIP Service Coordinator or other interested individual believes that a PEA or an AzEIP Early Intervention Program is not fulfilling its obligations under this Agreement or applicable law concerning transition services for children with disabilities, that individual may take one or both of the following steps:

(1) Seek technical assistance from AzEIP or ADE by providing a Transition Alert (AzEIP Early Intervention Programs contact DES/AzEIP and PEAs contact ADE with concerns). Technical assistance may be obtained by writing or calling the Technical Contacts identified in Section 20.0 of this Agreement.

(2) File a Complaint with DES or ADE. DES 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:

Arizona Department of Economic Security
Arizona Early Intervention Program
3839 North Third Street, Suite 304
Phoenix, AZ 85012
(602) 532-9960
allazeip2@azdes.gov

Arizona Department of Education
Early Childhood Special Education Unit
1535 West Jefferson Street BIN 62
Phoenix, AZ 85007
(602) 542-3034
http://www.azed.gov/special-education/dispute/

17.2 If DES 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 DES and ADE Technical Contacts identified in Section 20.0 of this IGA shall investigate and attempt to resolve the alleged issue of non-compliance 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 DES Director or the DES Director's designee and the ADE Director of Special Education, as designee for the Superintendent of Public Instruction. The DES and ADE Technical Contacts shall prepare for their respective Directors 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 DES Director or the DES Director's designee, and the Superintendent's Designee within 90 days, DES and ADE shall seek the assistance of the Governor's Office in order to resolve the issue.

17.3 Disputes between the parties arising under this Agreement that are not resolved according to the processes described in Section 16.1(2) shall be subject to arbitration to the extent required by A.R.S. §12-1518.

17.4 ADE will provide to DES a copy of all Letters of Findings for complaint investigations filed under Part B of the IDEA relating to transition services within 30 days of issuance. DES will provide to ADE a copy of all Letters of Findings for complaint investigations filed under Part C of the IDEA relating to transition services within 30 days of issuance.

17.5 Training and Technical Assistance: The ADE and DES/AzEIP are jointly responsible for developing training and technical assistance materials on transition from Part C to Part B services to AzEIP Service Coordinators and PEA staff responsible for early intervention transitions and to parents of children with upcoming transitions. ADE and AzEIP will maintain respective documentation related to distribution of materials, and the provision of training and technical assistance.

17.6 The ADE and DES strongly encourage PEAs and AzEIP Early Intervention Programs to meet at least annually to develop and review written transition processes that are mutually agreeable and to identify and resolve transition issues in accordance with this Agreement and with A.A.C. R7-2-401(K).

18.0 Financial Responsibility

18.1 The agency or entity assigned responsibility for activities herein shall be responsible for paying for or coordinating access to the resources to ensure completion of the activity. This Agreement does not require the transfer of funds between ADE and

DES, nor between the PEAs and the AzEIP Early Intervention Programs and the provider network.

18.2 Every obligation of ADE and DES 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 DES may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to ADE or DES in the event this provision is exercised, however both agencies shall continue to comply with federal and state law.

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

18.4 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or 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 the Agreement; and
Cancel the Agreement and solicit the requirements.

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

20.0 Other Provisions.

20.1 Modification. This Agreement may only be modified in writing and must be signed by duly authorized individuals on behalf of both parties. 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 do away with each conflict.

20.2 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.

20.3 Cancellation for Conflict of Interest. Pursuant to A.R.S. §38-511, DES or ADE may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of DES or ADE, 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.

20.4 Records and Audit. To the extent required by A.R.S. §§35-214 and 35-215, both parties and any subcontractors shall retain all data, books, and other records ("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 at reasonable times by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Agreement or Subcontract. Upon request, the party shall produce the original of any or all such records.

20.5 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 of 1974, 20 U.S.C. §1232g *et seq.*, A.R.S. §15-141(A) and other laws, as applicable.

20.6 Compliance with Applicable Law. The materials and services supplied under this Agreement shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable license and permit requirements.

20.7 Personal Use of Contracts Prohibited. This Contract shall only be made available to the State, its agencies and members of its purchasing cooperative. Private individuals, government employees and public officials shall not be permitted to make purchases for personal or business use of this Purchase Order (A.A.C. R2-7-105).

20.8 Third-Party Antitrust Violations. The Contract assigns to the State any claim for overcharges resulting from antitrust violations, to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

20.9 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.

20.10 Insurance Requirements for governmental parties to an IGA: None

21.0 All written communications shall be addressed and mailed or personally served upon the parties as follows:

To the DES:
Arizona Department of Economic Security
Arizona Early Intervention Program

To the ADE:
Arizona Department of Education
Early Childhood Education Section

3839 North Third Street, Suite 304
Phoenix, AZ 85012

Technical Contact:
DES/AzEIP Executive Director
(602) 532-9960

1535 West Jefferson Street, # 15
Phoenix, AZ 85007

Technical Contact:
619 Coordinator
Early Childhood Education
(602) 364-1530

22.0 The Right of Offset is limited to this Agreement.

23.0 When determined by DES and ADE 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.