

Intergovernmental Agreement (IGA)		 DEPARTMENT OF ECONOMIC SECURITY <i>Your Partner For A Stronger Arizona</i>
Agreement No.:	DI21-002308	
Description:	Early Intervention Services	

Agreement between the Arizona Department of Economic Security ("ADES" or "Department") and the Arizona State Schools for the Deaf and the Blind ("ASDB" or Contractor").

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

The Contractor is duly authorized to execute and administer contracts under A.R.S § 15- 1303 (C) (2)

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

The term of this Agreement shall begin on January 1, 2021 and shall end on December 31, 2025, unless otherwise amended.

THEREFORE, ADES and Contractor (the "Parties") agree to abide by all the terms and conditions set forth in this Agreement.

BY SIGNING THIS FORM ON BEHALF OF A PARTY, THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND THE PARTY TO THIS AGREEMENT.

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

FOR AND ON BEHALF OF THE ARIZONA SCHOOLS
FOR THE DEAF AND THE BLIND:

Steuber, David S <small>Digitally signed by Steuber, David S Date: 2020.12.31 14:45:13 -0700'</small>	<i>Anette Reichman</i>
Procurement Officer Signature	Signature
David Steuber	Annette Reichman
Printed Name	Printed Name
Chief Procurement Officer	Superintendent
Title	Title
12/31/2020	11-23-20
Date	Date
	602-291-8686
ADES Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: *Kate R. Smith*
Assistant Attorney General

Date: 12-27-2020

Arizona Attorney General's Office

By: *Drew Elwell*
Public Agency Legal Counsel

Date: 12/04/2021

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1.0 ADES VISION AND MISSION STATEMENTS

- 1.1. ADES Vision: All Arizonans who qualify receive timely ADES services and achieve their potential.
- 1.2. ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

2.0 PURPOSE OF AGREEMENT

- 2.1. The purpose of this agreement is to ensure interagency cooperation with the implementation and maintenance of a statewide comprehensive, coordinated, multi-disciplinary and interagency system of early intervention services for eligible infants and toddlers, birth to three years of age, and their families.

3.0 DEFINITIONS

- 3.1. Arizona Department of Economic Security (ADES): Is the state agency designated in A.R.S. § 41-2022 as the lead agency for implementing IDEA, Part C of 20 U.S.C. §1435 (a)(10).
- 3.2. Arizona Early Intervention Program (AzEIP or ADES/AzEIP): Arizona's statewide interagency system of early intervention services for infants and toddlers, birth to three (3) years of age, with disabilities or significant developmental delays, and their families. AzEIP is governed by IDEA, Part C and administered through the Arizona Department of Economic Security (ADES) as the lead agency.
- 3.3. Arizona State Schools for the Deaf and the Blind (ASDB): Arizona's state agency that provides schools and regional programs in appropriate locations for the education of sensory impaired persons, who are deaf, hard of hearing, blind, visually impaired, multisensory disabled or deafblind age three through twenty-one years of age who are residents without charge. A.R.S. §§ 15-1301,(3) and (4), 15-1302 (A) and (B), and 15-1343 (A)., ASDB is also an AzEIP service providing agency, coordinating and providing, including through subcontractors, vision and/or hearing services for children eligible for early intervention,.
- 3.4. ASDB Eligibility: ASDB determines eligibility for infants and toddlers' birth to three (3) years of age who have:
 - 3.4.1. A hearing impairment, which is a bilateral or unilateral loss of hearing acuity, as determined by an audiologist, that interferes with the child's development; and/or
 - 3.4.2. A visual impairment, which means a bilateral or unilateral loss in visual acuity or a loss of visual field, as determined by an ophthalmological evaluation, that interferes with the child's development.
- 3.5. AzEIP Eligibility: Includes formal and informal procedures for screening, assessment and evaluation of a child, birth through two (2) years and ten and a half (10.5) months of age, to document and support an eligibility determination within forty-five (45) calendar days of referral to AzEIP. A child is determined eligible based on documentation of an established condition by a qualified professional or an evaluation that indicates the child meets AzEIP eligibility criteria for developmental delays.
- 3.6. AzEIP-Only Eligible: A child who is eligible for AzEIP but is not determined eligible for DDD or ASDB services.
- 3.7. Contract: means all types of state agreements, regardless of what they may be called, for the procurement of materials, services, construction, construction services or the disposal of material. (A.R.S. § 41-2503.7);
- 3.8. Contractor: means any person who has a contract with the state governmental unit. (A.R.S. § 41-2503.9).
- 3.9. Data System: Any ADES electronic data system that providers will be required to use to collect and report data to AzEIP.

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- 3.10. **Developmental Domains:** The areas of development that must be continuously assessed throughout the early intervention process. The five (5) developmental domains include the following:
 - 3.10.1. Physical (fine and gross motor), including vision and hearing;
 - 3.10.2. Communication;
 - 3.10.3. Self-Help/Adaptive;
 - 3.10.4. Cognitive; and
 - 3.10.5. Social Emotional.

- 3.11. **Division of Developmental Disabilities (DDD) or (ADES/DDD):** The ADES division provides supports and services that help enable eligible individuals with opportunities to exercise their rights and responsibilities of independent decision-making and engagement in the community.

- 3.12. **Early Intervention Professionals:** Includes occupational therapists, physical therapists, speech-language pathologists, developmental special instructors, service coordinators, teachers of the visually impaired, teachers of the deaf and hard of hearing, psychologists, and social workers who serve infants and toddlers birth to three (3) years of age by building family and team member capacity.

- 3.13. **Early Intervention Program (EIP):** The early intervention professionals working within one (1) ADES/AzEIP Geographic Service Region (GSR) including one (1) Team Based Early Intervention Services (TBEIS) Contractor, as well as the associated DDD Early Intervention Unit Support Coordinators, and associated ASDB Regional Professionals working collectively as a part of the team.

- 3.14. **Evaluation:** IDEA, Part C: Evaluation for children ages birth to three (3) years means the procedure, in accordance with 34 C.F.R. § 303.321, which will be used by appropriate and qualified personnel to determine a child's initial and continuing eligibility for AzEIP including determining the functioning level of the child in each of the five (5) developmental domains.

- 3.15. **Geographic Service Region (GSR):** The geographic unit that defines the service provision boundary for an early intervention program.

- 3.16. **IDEA Parent:** The parent who will make early intervention decisions, including whether to participate in AzEIP, consent to screening, evaluation, assessment, consent to the provision of services, and consent to share early intervention records, for a child in accordance with 34 C.F.R. 303.27 can be defined as follows.
 - 3.16.1. A biological or adoptive parent of a child;
 - 3.16.2. A foster parent, unless Arizona law, regulations, contractual obligations with an Arizona or local entity prohibit a foster parent from acting as a parent;
 - 3.16.3. 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).
 - 3.16.4. 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 an individual who is legally responsible for the child's welfare; or
 - 3.16.5. A surrogate parent who has been appropriately appointed.

- 3.17. **Interagency Coordinating Council (ICC):** The agency that is to advise and assist the ADES as lead agency for early intervention in Arizona to ensure full participation, coordination, and cooperation of all appropriate public agencies in early intervention.

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- 3.18. Individuals with Disabilities Education Act (IDEA): Public Law 108-446; Title 20, Education, Chapter 33, Education of Individuals with Disabilities, Subchapter III, Infants and Toddlers with Disabilities, Section 1431-1444; and its implementing regulations at C.F.R. IDEA, Part 303, any future amendments to or reauthorization of the Federal statute or its regulations, and any clarification from the U.S. Department of Education regarding the provision of federal statute.
- 3.18.1. Part B: (Assistance for All Children with Disabilities): Federal funding to states and local educational agencies (LEAs) for the provision of special education and related services to children with disabilities ages three (3) to 21 years.
- 3.18.2. Part C: (Infants and Toddlers with Disabilities): A federal grant program that assists states in operating a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, ages birth to (3) years, and their families.
- 3.19. Individualized Family Service Plan (IFSP): A written plan for providing early intervention services to an AZEIP eligible infant or toddler and the child's family that:
- 3.19.1. Is based on the evaluation of the child and the assessment of the child and family;
- 3.19.2. Is based on priorities, concerns, and resources of the family and the interests of the child;
- 3.19.3. Includes parental consent;
- 3.19.4. Is implemented on or before the planned start date(s) for each service; and
- 3.19.5. Is developed in accordance with IDEA, Part C, and its implementing regulations at 34 C.F.R. §§ 303.342, 303.343, and 303.345.
- 3.20. Individualized Family Service Plan (IFSP) Team: The following group of individuals who must participate in each initial, periodic, and annual IFSP meeting:
- 3.20.1. The parent(s) of the child;
- 3.20.2. Other family members, if requested by the parent(s);
- 3.20.3. An advocate or any other person outside of the family, if requested by the parent(s);
- 3.20.4. Designated AZEIP or DDD service coordinator;
- 3.20.5. Person(s) directly involved in conducting the assessment/evaluations; and
- 3.20.6. Person(s) who will be providing services, if appropriate.
- 3.21. Infant-Toddler Electronic Administration and Monitoring System (I-TEAMS): AZEIP electronic data system that contractors will be required to use to collect and report data to AZEIP, including child referral data.
- 3.22. Initial Planning Process (IPP): The events and activities that must be completed within forty-five (45) days of receiving a referral, including eligibility determination and development of the IFSP. P
- 3.23. Natural Learning Environment Practices: Practices which include the same everyday routines and activities as typical of non-disabled peers that are family identified to promote parent's abilities to identify interests and activities and to increase the number frequency and depth of learning opportunities.
- 3.24. Payor of Last Resort: is defined under IDEA, Part C, 34 C.F.R. § 303.510 and the AZEIP Policy Manual in Chapter 5 which includes;
- 3.24.1. Non-substitution of funds: Funds under this party may not be used to satisfy a financial commitment for services that would otherwise have been paid for from another public or private source, including any medical program administered by the Department of Defense, but for the enactment of IDEA Part C of the Act. Funds

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under this part may be used only for early intervention services that an infant or toddler with a disability needs but is not currently entitled to receive or have payment made from any other Federal, State, local, or private sources.

3.24.2. Interim Payments Reimbursement: If necessary to prevent a delay in the timely provision of appropriate early intervention services to a child or the child's family, funds under this part may be used to pay the provider of services (for services and functions authorized under this part, including health services, as defined in §§ 303.115 through 303.117 and § 303.301 through 303.320, and evaluations and assessments in § 303.321), pending reimbursement from the agency or entity that has ultimate responsibility for the payment.

3.24.3. Non-Reduction of Benefits: Nothing in this part may be constructed to permit a State to reduce medical or other assistance available in the State or to alter eligibility under Title V of the Social Security Act, 42 U.S.C. 701, et seq. (SSA) (relating to maternal and child health) or Title XIX of the SSA, 42 U.S.C. 1396 (RELATING TO Medicaid), including section 1903 (a) of the SSA regarding medical assistance for services furnished to an infant or toddler with a disability when those services are included in the child's IFSP adopted pursuant to IDEA, Part C of the ACT.

3.25. Team-Based Early Intervention Services Contractor (TBEIS Contractor): The contracted agency who is designated by ADES/AzEIP to accept referrals from ADES/AzEIP's Central Referral Agency, implement TBEIS including the provision of early intervention services in each GSR of the state.

4.0 LEGAL AUTHORITY:

4.1. A.R.S. §§ 41-2021 and 2022 gives the Department the authority to provide services to children and families; A.R.S. § 41-1954(a)(6) provides the Department the authority to contract and incur obligations within the general scope of its activities and operations; and A.R.S. § 41-1954(a)(1)(b) provides the Department the authority to administer individual and family services.

4.2. The IDEA, Part C, as may be amended, IDEA Part C.

5.0 SERVICE DESCRIPTION

5.1. Provide early intervention services to help expand services provided to infants and toddlers and their families who meet the eligibility criteria for the Arizona Early Intervention Program.

6.0 RESPONSIBILITIES

ADES and ASDB agree as follows:

6.1. Provide direction and coordination across agencies to create practices and inclusive systems to provide supports for infants and toddlers with disabilities and their families as described in AzEIP Procedural Manual and IDEA, Part C of 34 C.F.R. § 303.100 Refer to (Exhibit A) – AzEIP Procedural Manual.

6.2. Establish ongoing collaboration and consultation between both agencies as it applies to early intervention services under IDEA, Part C 34 C.F.R. §§ 303.13, 303.26, 303.101(a) and AzEIP Policy and Procedure Manuals as may be amended.

7.0 ASDB SHALL:

7.1. Comply with and meet all applicable provisions of federal, state, and local laws, regulations, policies, and procedures to provide early intervention services, including without limitations, the requirements and standards as follows:

7.1.1. IDEA, Part C of 34 C.F.R. § 303.100 et seq., as may be amended;

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- 7.1.2. AzEIP Policy Manual and Procedure Manuals, refer to (Exhibits A) AzEIP Procedure Manual and (Exhibit B) AzEIP Policy Manual as may be amended;
- 7.1.3. DDD Policies and Procedures. (<http://des/az.gov>) as may be amended.
- 7.2. In the event a provision of federal or state law, regulation, policy, or procedure is repealed or modified during the term of this agreement, then effective on the date of the repeal or modification by its own terms takes effect.
 - 7.2.1. The provision of this IGA shall be deemed to have been amended to incorporate the repeal or modification and;
 - 7.2.2. ASDB shall comply with the requirements of the IGA as amended.
- 7.3. Establish comprehensive ASDB procedures to comply with IDEA, Part C, and AzEIP Policies and Procedures as amended, for early intervention services for infants and toddlers with disabilities and their families.
- 7.4. Ensure services are provided to infants and toddlers with disabilities and their families in a timely manner pending the resolution of any disputes among public agencies or services providers in accordance with IDEA, Part C 34 C.F.R. § 303.34.
- 7.5. Ensure all services provided to infants and toddlers and their families are entered into I-TEAMS prior to submitting the quarterly invoice in accordance with AzEIP Policy and Procedure Manuals. Refer to Exhibits A Procedural Manual and B Policy Manual.
- 7.6. Establish a policy and procedure for a system to track and trend complaints regarding early intervention services and take systematic action as necessary and appropriate. The tracking system shall at a minimum identify:
 - 7.6.1. ASDB personnel, subcontractor personnel, and TEBIS contractors involved in the complaint,
 - 7.6.2. The dates of all actions regarding the complaint, and
 - 7.6.3. The basis and resolution of the complaint.
- 7.7. Comply with the program requirements of the Child Find system to ensure there is no duplication of efforts by other agencies involved in the IDEA, Part C and to identify children who are potentially eligible for AzEIP in accordance with IDEA, Part C, C.F.R.34 §§ 303.302, 303. and AzEIP Policy Manual, Chapter 1.
- 7.8. Ensure all employees and subcontractors adhere to the Child Find system including the Referral requirements of IDEA, Part C, 34 C.F.R. §303.302, AzEIP Policy Manual, Chapter 1 and Procedure Manual, Chapter 3. See (Exhibits A) Procedural Manual and (Exhibit B) Policy Manual.
- 7.9. Participate in public relations activities with community partners that demonstrate awareness of the early intervention system in alignment with AzEIP Mission and Key Principles, and/or other activities as identified and requested by AzEIP in accordance with IDEA, Part C, 34 C.F.R. § 303.301.
- 7.10. Provide resources to contribute to ADES/AzEIP central directory indicated in IDEA, Part C 34 C.F.R. § 303.301.
- 7.11. Upon receiving a referral from a primary referral source, ASDB and subcontracting agencies will comply with the AzEIP referral requirements as described in AzEIP Procedure Manual Chapter 3 as may be amended.

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- 7.12. Coordinate with the AzEIP team-based contractors to determine if the child is potentially eligible for ASDB services and assist AzEIP team-based contractors to determine AzEIP eligibility based on its vision and hearing expertise, refer to AzEIP Procedure Manual, Chapter 3 as may be amended and IDEA, Part C, 34 §§ 303.321, 303.322,
- 7.13. Ensure ASDB employees and subcontractors participate in all IFSP meetings in accordance with IDEA, Part C, 34 C.F.R. §§ 34 303.342, 303.343, and AzEIP Policy Manual Chapters 1 and 3 as may be amended, including:
 - 7.13.1. Coordination with service providing agencies including, AzEIP team-based contractors and DDD;
 - 7.13.2. Provide services as identified on the IFSP in accordance with IDEA, Part C, 34 C.F.R. §§ 303.342, 303.343 and AzEIP policies and procedures as may be amended;
 - 7.13.3. Participate in the team meetings for the child and family with the EIP team members;
 - 7.13.4. Participate in a transition planning meeting and transition conference meeting for toddlers who receive early intervention services who are exiting the program and are eligible for preschool services and;
 - 7.13.5. Collaborate with the IFSP team to discuss services for toddlers who are not eligible for preschool services and provide alternative services that the toddler may be eligible to receive.
- 7.14. Provide family training, counseling, home visits, vision, assistive technology, and orientation and mobility services as identified on an IFSP.
- 7.15. Ensure services are provided in a natural environment, including the home, and community settings in which children without disabilities participate and are provided in conformity with the IFSP in accordance with 20 U.S.C. 1436 and IDEA, Part C, 34 C.F.R. §§ 303.126.
- 7.16. Ensure all infants and toddlers with disabilities and their families have access to early intervention services in all geographic areas within the State. Refer to IDEA, Part C, 34 C.F.R. § 303.207.
- 7.17. Comply with the AzEIP procedural safeguards policies and procedures, including but not limited to prior written notice, consent, opportunity to examine records, confidentiality, parental consent and right to decline services, file surrogate parent complaint, mediation, and due process procedures, As outlined in AzEIP Policy Manual Chapter 7 Procedural Safeguards, as may be amended.
- 7.18. Ensure that all staff maintain confidential information in a secure filing system for all child records in accordance with all applicable state, and federal regulations, as outlined in AzEIP Policy Manual Chapter 7 Procedural Safeguards, as may be amended.
- 7.19. Submit a formal, written request to the designated AzEIP Contract Management Specialist prior to adding a subcontractor to the agreement. The request shall:
 - 7.19.1. Be on ASDB company letterhead;
 - 7.19.2. Be signed by an authorized representative of the ASDB;
 - 7.19.3. Contain the following information:
 - 7.19.3.1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
 - 7.19.3.2. The certifications required of the subcontractor (if any);
 - 7.19.3.3. The subcontractor's small business status (if applicable);
 - 7.19.3.4. The type of goods and/or services to be provided by the subcontractor;
 - 7.19.3.5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements.
 - 7.19.4. The state reserves the right to request additional information deemed necessary about any proposed subcontractor; and

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- 7.19.5. Provide copies of each contract with a subcontractor relating to the provision of contract services to the ADES within five (5) calendar days of the request.
 - 7.20. Ensure all ASDB employees and subcontractors are appropriately and adequately prepared and trained to provide services to infants and toddlers who are eligible for ADES/AzEIP. Refer to AzEIP personnel qualifications and AzEIP training requirements under AzEIP Policy Manual Chapter 6, as may be amended.
 - 7.21. Adhere to AzEIP's General Supervision System as outlined in AzEIP Policies and Procedures, as may be amended, including its integrated monitoring activities, such as participating in technical assistance, program improvement, monitoring, and corrective action activities. When non-compliance is identified, make corrections within one (1) year from identification. ADES/AzEIP will implement enforcement actions for Early Intervention Programs, including, but not limited to, the following:
 - 7.21.1 Require corrective or disciplinary actions in accordance with the AzEIP General Supervision System and policy and procedures as may be amended;
 - 7.21.2. Require that ASDB implement contract enforcement actions to all employees and subcontractors responsible for providing ASDB services;
 - 7.21.3 Suspend or terminate all or part of ASDB's service provision responsibilities.
 - 7.22. Implement corrective action procedures to resolve issues of noncompliance or low performance identified within ASDB and/or any ASDB subcontractor. ASDB will enforce corrective action with ASDB subcontractors and monitor all subcontractors under this agreement to ensure compliance with all contract requirements specified in the agreement.
 - 7.23. Participate in the collection, verification, analysis, and reporting of data for the purpose of intra - and interagency monitoring and program improvement.
 - 7.24. ASDB and all subcontractors will use the ADES-designated database to capture all data for the child's record in AzEIP.
 - 7.25. Ensure the use of standardized AzEIP forms necessary to meet ADES/AzEIP data requirements and compliance with AzEIP Policy Manual, Chapters 2, 7 and AzEIP Procedure Manual, Chapter 2, as may be amended.
 - 7.26. Comply with the statutory obligation to report child maltreatment, as prescribed in A.R.S. § 13-3620. Complete and submit an incident report to AzEIP. See (Refer to Appendix Section in the Procedure Manual) AzEIP forms and processes, as may be amended.
 - 7.27. Designate a representative who will participate on the Interagency Coordinating Council (ICC) and the ICC Committees.
- 8.0 ADES/AZEIP SHALL:**
- 8.1. Carry out the general administration and supervision of programs and activities administered by agencies, institutions, organizations, and early intervention providers related to IDEA, Part C.
 - 8.2. Monitor programs and activities that carry out IDEA, Part C activities, whether the programs or activities are administered by agencies, institutions, organizations, and early intervention providers who may or may not receive assistance under IDEA, Part C to ensure the State complies with IDEA, Part C.

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- 8.3. Enforce any obligations imposed on those agencies, institutions, organizations, and early intervention providers under IDEA, Part C, and its regulations.
- 8.4. Ensure ASDB and all subcontractors provide timely services in accordance with IDEA, Part C and AzEIP Policies and Procedures to all eligible infants and toddlers birth to three (3) years of age who meet ASDB eligibility criteria.
- 8.5. Ensure all public or private agencies, service providers or individuals who provide early intervention services in the State are consistent with the provision of IDEA, Part C, and 34 CFR Part 303.
- 8.6. Identify and coordinate all available resources for early intervention services within the State, including those from federal, local, and private resources.
- 8.7. Develop and implement procedures to ensure that early intervention services are provided to infants and toddlers with disabilities and their families under IDEA, Part C in a timely manner, pending the resolution of any disputes among public agencies or Early Intervention providers. IDEA, Part C, 34 C.F.R. § 303.321.
- 8.8. Resolve interagency disputes regarding use of funds, payor of last resort, and system of payment requirements.
- 8.9. The lead agency will establish financial responsibility for each agency paying for early intervention services in accordance with 20 U.S.C section 1437(a)(2) and 34 C.F.R. § 303.511(a).
- 8.10. Crossmatch the expenditure report and invoice information with data entered into I-TEAMS by ASDB, for each reporting period.
- 8.11. Submit payment to ASDB when the following conditions have been completed and sent to the Budget Manager for approval:
- 8.11.1. an expenditure report;
 - 8.11.2. a quarterly invoice with supporting documentation; and,
 - 8.11.3. all services provided by ASDB and all subcontractors entered in I-TEAMS data system.
- 9.0 EXTENSION**
- 9.1. This agreement may be extended through a mutual written amendment for a period up to five (5) years.
- 10.0 TERMINATION**
- 10.1. This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement but shall not exceed a total of ten (10) years.
- 10.2. Each Party shall have the right to terminate this agreement by personal delivery or by certified mail, return receipt requested, to the other party written notice of termination at least thirty (30) days prior to the effective date of said termination.
- 11.0 AMENDMENTS**
- 11.1. This agreement may be amended only by mutual written amendment. No agent, employee or other representative of either Party is empowered to alter any of the terms of the agreement, unless amended in writing and signed by the authorized representative of the respective Parties.

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

- 11.2.1. Change of telephone number;
- 11.2.2. Change in authorized signatory; and/or
- 11.2.3. Change in the name and/or address of the person to whom notices are to be sent.

12.0 MANNER OF FINANCING

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

12.2. Every obligation of ASDB and ADES under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation.

12.3. ASDB shall exhaust other federal, state, private, and other-funding sources for implementation of early services for children, birth to three, and their families, consistent with the federal Payor of Last Resort provisions and all other regulations defined with Chapter 5 Financial Matters of the AzEIP Policy Manual.

12.4. A cost allocation plan for all federal state, private and other funding sources, and a detailed budget outlining all expenditures for the State Fiscal Year (SFY) must be received by the AzEIP Budget Manager no later than thirty (30) calendar days after execution of this Agreement, and in subsequent years, no later than thirty (30) calendar days after the beginning of each SFY.

- 12.4.1. Payment will not be issued until an annual cost allocation and detailed budget plan is received and approved by AzEIP.
- 12.4.2. If an adjustment to the annual proposal is required, ASDB will submit a request to adjust the annual cost allocation and detailed budget plan to AzEIP for approval.
- 12.4.3. Payment will be made quarterly upon the receipt, reconciliation, and approval of the quarterly expenditures report by AzEIP.

12.5. In the event of a financial audit, ASDB will reimburse AzEIP for any disallowance costs identified in the audit review to AzEIP. Refer to Exhibits A Procedural Manual and B Policy Manual.

12.6. ASDB shall pay AzEIP in an amount equal of the disallowance of expenses within the timeline agreed upon by both agencies.

12.7. AzEIP is obligated to pay for services provided to eligible children and families who are enrolled in AzEIP only after all other payers have been exhausted and authorization is received from the ADES/AzEIP Administration for payment for services.

12.8. AzEIP shall ensure timely access to, and payment for, the IDEA, Part C services provided by ASDB including its subcontractors as identified in the IFSP of each child who is AzEIP-eligible and eligible for ASDB.

12.9. Adhere to the Prohibition Against Supplanting provisions and ensure continued provision of available resources to deliver early intervention services to infants and toddlers and their families in accordance with IDEA, Part C Subpart C, § 303.225.

12.10. ASDB shall establish and implement programmatic and fiscal controls to ensure that AzEIP Policy and Procedure Manuals, as may be amended, are implemented, and followed as outlined in IDEA, Part C.

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12.11. In the event of a reduction, suspension, or termination of service responsibilities due to noncompliance, ASDB shall maintain financial responsibility for the services, including those funded with federal, state, or other fund sources, for which ASDB would have been otherwise responsible.

12.12. Funds may not presently be available for performance under this Agreement beyond the current state fiscal year. If funds are not allocated and available for the continuance of this Agreement, it may be terminated by the ADES or ASDB at the end of the period for which funds are available.

12.13. No liability shall accrue to the ADES or to the ASDB in the event this provision is exercised, and the ADES shall not be obligated or liable for any future payments for any damages as a result of termination under this Agreement.

13.0 REPORTING REQUIREMENTS

ASDB shall:

13.1. Adhere to the performance standards as established by IDEA, Part C State Performance Plan/Annual Performance Report (SPP/APR): Refer to (Exhibit C) AzEIP Performance Measures.

13.2. Collect and submit child and family data, personnel data, financial data, and other relevant data, to complete the required Annual Performance Report requirements and implement General Supervision System.

13.3. Submit all Disciplinary Action Reports to ADES, within five (5) business days of receiving notification from any Arizona licensing and regulatory board or agency, of any disciplinary action taken on the license of any ASDB employee or subcontractor personnel.

13.4. Submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 15th day following the end of each month during the contract term. Failure to submit accurate and complete reports by the 15th day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within 45 days following the end of a month may result, at the option of the Department, in a forfeiture of such payment

13.5. Following the end of each contract term, the Contractor shall submit programmatic and financial reports to the Department in the form set forth in the contract no later than the 45th day following the end of each contract term. The final fiscal report for the contract term shall include all adjustment to prior financial reports submitted for the contract term.

13.6. Submit a Business Organizational Chart outlining any business affiliations and/or subsidiaries annually, and upon request. The chart shall include an organizational diagram showing the overall business structure and lines of responsibility and authority of Contractor personnel.

13.7. Submit the AzEIP Contractor Staffing and Organizational Chart (Exhibit D) to AzEIP as follows:

13.7.1. Within ten (10) business days of Contract Award;

13.7.2. The first week of each business quarter;

13.7.3. Within five (5) business days of any Contractor Personnel changes, and

13.7.4. Upon request by AzEIP.

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13.8. Reports shall be sent to:

Arizona Department of Economic Security
Arizona Early Intervention Program (AzEIP)
Data Manager
1789 West Jefferson St. Mail Drop 2HP1
Phoenix, AZ, 85007
Email: AzEIPQualityImprovement@azdes.gov

14.0 PAYMENT REQUIREMENTS

14.1. No payments in advance or in anticipation of services to be provided under this Agreement shall be made by AzEIP to ASDB.

14.2. ASDB shall invoice for actual expenditures incurred during the reporting period in providing the task, deliverables, goods services, and other work specified in this Agreement.

14.3. ASDB shall submit a complete and accurate expenditures report, along with detailed invoices and supporting documentation, on a quarterly basis, by the 15th day after the close of the quarter. These shall be sent electronically to:

Arizona Department of Economic Security
Arizona Early Intervention Program (AzEIP)
Attn: Budget Manager
Email: AzEIPinvoices@azdes.gov

15.0 NOTICES

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

Arizona State Schools Deaf and the Blind
ATTN: Annette Reichman, Superintendent
1200 West Speedway Blvd.
Tucson, AZ 85754
Email: Annette.Reichman@asdb.az.gov

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

Arizona Department of Economic Security
Arizona Early Intervention Program (AzEIP)
Contract Manager
1789 West Jefferson St. Mail Drop 2HP1
Phoenix, AZ, 85007
Email: AzEIPcontracts@azdes.gov

16.0 APPLICABLE LAW

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

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17.0 ARBITRATION

17.1. The Parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §§ 12-1518(B) and 12-133, except as may be required by other applicable statutes.

18.0 AUDIT

18.1. In accordance with A.R.S. § 35-214, each Party shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this agreement for a period of five (5) years after the completion of the agreement except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment. All of a Party's records shall be subject to inspection and audit by the other Party at reasonable times. Upon request by one Party, the other Party shall produce the original of any or all such records.

19.0 CONFLICT OF INTEREST

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

20.0 E-VERIFY

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

21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

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

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

22.0 INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, 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. The State of Arizona, Department of Economic Security and the Arizona State Schools for the Deaf and the Blind are self-insured per A.R.S. 41-621.

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In addition, should (Arizona State Schools for the Deaf and the Blind) utilize a contractor(s) and subcontractor(s) the indemnification clause between (Arizona State Schools for the Deaf and the Blind) and its contractor(s) and subcontractor(s) shall include the following:

To the fullest extent permitted by law, Contractors and subcontractors shall defend, indemnify, and hold harmless the (Arizona State Schools for the Deaf and the Blind) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this agreement, and its departments, agencies, boards, commissions, universities, , officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

23.0 INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT
(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)
The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

24.0 MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor shall provide coverage with limits of liability not less than those stated below.

24.1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

a.) The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

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b.) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions,

universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

24.2. Business Automobile Liability

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

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

a.) Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b.) Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

24.3. Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

a.) Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b.) This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

25.0 ADDITIONAL INSURANCE REQUIREMENTS

25.1. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

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25.2. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

25.3. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

26.0 NOTICE OF CANCELLATION

26.1. Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the Arizona Department of Economic Security, Arizona Early Intervention Program (AZEIP), Attn: Jenee Sinroy – AZEIP Program Administrator/Part C Coordinator, 1789 W. Jefferson Street, Mail Drop 2HP1, Phoenix, AZ 85007 or via email Alicia.Amundson, Part C Coordinator.

27.0 ACCEPTABILITY OF INSURERS

27.1. Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

28.0 VERIFICATION OF COVERAGE

28.1. Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- a.) All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- b.) Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- c.) All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

29.0 SUBCONTRACTORS

29.1. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

30.0 APPROVAL AND MODIFICATIONS

30.1. The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed

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necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

31.0 EXCEPTIONS

31.1. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

32.0 IT 508 COMPLIANCE

32.1. Unless specifically authorized in the agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §§ 18-131 and §§ 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

33.0 NON-AVAILABILITY OF FUNDS

33.1. 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.

34.0 NON-DISCRIMINATION

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

35.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

36.0 RIGHT OF OFFSET

36.1. ADES shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by ADES, or damages assessed by ADES concerning the Contractor's non-conforming performance or failure to perform the agreement. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the ADES shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance."

37.0 EXHIBITS

37.1. See the Exhibit pages

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38.0 CONFIDENTIALITY

- 38.1. The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to ADES and to the Attorney General's Office as required by the terms of this agreement, by law or upon their request.
- 38.2. The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. ADES will advise the Contractor as to applicable policies and procedures ADES has adopted for such compliance.

39.0 FINGERPRINTING.

- 39.1. Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
- 39.2. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks" may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Agreement. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 39.3. To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Agreement, the following provisions apply:
- 39.3.1. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.
- 39.3.2. Except as provided in A.R.S. § 46-141, this Agreement may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 39.4. Federally recognized Indian tribes may submit and ADES will accept certifications that state that no personnel who are employed or who will be employed during the term of this Agreement have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 41-1758.03 (as may be amended).

40.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY If providing direct services to children or vulnerable adults, the following shall apply:

- 40.1. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this agreement.
- 40.2. ADES will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

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- 40.2.1. Any person who applies for a contract with this State and that person's employees;
- 40.2.2. All employees of a contractor;
- 40.2.3. A subcontractor of a contractor and the subcontractor's employees; and
- 40.2.4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

40.3. Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

40.4. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification, or other benefit because the person has been granted a Central Registry exception.

40.5. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by ADES whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

40.6. A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:

- 42.6.1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 42.6.2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

40.7. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

40.8. The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Agreement.

41.0 DATA SHARING AGREEMENT

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

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Attachment One (1)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Business and Finance

**HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 – HIPAA AND
HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT
OF 2009 - HITECH
BUSINESS ASSOCIATE AGREEMENT**

The Arizona Department of Economic Security (DES) or on behalf of a DES Division or Program (“DES Covered Component”), and undersigned Business Associate hereby enter into this Business Associate Agreement (“BAA” or “Agreement”).

This BAA has the same effective date as the Contract, Intergovernmental Agreement, Memorandum of Understanding or Interagency Service Agreement to which it is appended (“Related Contract” or “Contract”), or the date of the last signature, whichever is later. If there is no Related Contract, the effective date of this BAA is the date of the last signature to this Agreement. This Agreement supplements any Contract between a DES Covered Component and the Business Associate which involves the disclosure of Protected Health Information (“PHI”) as defined in HIPAA. In the event of conflicting terms or conditions, this Agreement’s terms shall supersede the provisions of the Related Contract to which it is appended.

The DES Covered Component and the Business Associate agree to comply with applicable Privacy and Security Standards of HIPAA and HITECH, and with other applicable federal and state laws, in order to protect the privacy of PHI in any form and to safeguard the confidentiality, integrity, and availability of any Electronic PHI (“ePHI”) related to this Agreement.

- 1.0 DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the same meanings as those terms in the Privacy Rule and HITECH.
- 1.1. **Breach** shall have the meaning given to such term under the HITECH Act (42 U.S.C. § 17921).
 - 1.2. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act (45 C.F.R. § 160.103 and 42 U.S.C. § 17938).
 - 1.3. **Covered Component** shall have the meaning given to such term under the Privacy Rule and the Security Rule (45 C.F.R. § 160.103).
 - 1.4. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. § 164.501).
 - 1.5. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. § 164.501).
 - 1.6. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act (42 C.F.R. § 17921).
 - 1.7. **Electronic Protected Health Information** shall have the meaning given to such term under the Privacy Rule (45 CFR § 164.501 and § 106.103)
 - 1.8. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule (45 C.F.R.

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§164.501).

- 1.9. **Individual** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §160.103) and shall include a person who qualifies as a personal representative (45 C.F.R. §164.502(g)).
- 1.10. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- 1.11. **Protected Health Information** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.501). Protected Health Information includes Electronic Protected Health Information (C.F.R. §160.103 and §164.501).
- 1.12. **Protected Information** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.501). Protected Information includes Electronic Protected Information (C.F.R. §160.103 and §164.501).
- 1.13. **Required By Law** shall have the meaning given to such term under the Privacy Rule (45 C.F.R. §164.512).
- 1.14. **Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services or his designee.
- 1.15. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- 1.16. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act (42 U.S.C. §17932(h)).
- 2.0. **PERMITTED USES AND DISCLOSURES OF PHI.** The Business Associate will use and disclose PHI only for those purposes necessary to perform functions, activities, or services for, or on behalf of, the DES Covered Component as specified in the underlying Contract, this BAA, or as Required By Law. Any use or disclosure by the Business Associate shall not violate applicable Privacy Rule provisions, the terms of this BAA, or the DES Covered Component policies and procedures for using or disclosing only the Minimum Necessary PHI.
- 2.1. **Prohibited Use and Disclosures.** The Business Associate shall not use or disclose Protected Information for fundraising or marketing purposes. The Business Associate shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested a restriction and has paid out of pocket in full for health care items or services to which the PHI solely related as described in 42 U.S.C. §17935(a). The Business Associate shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of the Covered Component and as permitted by the HITECH Act, 42 U.S.C. §17935(d) (2); however, this prohibition shall not affect payment by the Covered Component to the Business Associate for services provided pursuant to the Contract. Disclosure for research is prohibited without the Covered Component's permission prior to such disclosure.
- 2.2. **Business Activities of Business Associate.** The Business Associate may use PHI for the necessary management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate if:
 - 1. The disclosure is Required By Law; or
 - 2. The Business Associate obtains reasonable written assurances from a third party receiving the PHI that the third party will:

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- i. Maintain the confidentiality of the PHI;
- ii. Use or disclose the PHI only as Required By Law or for the purpose for which the PHI was disclosed to the person;
- iii. Notify the Business Associate within 1 business day of any discovered breach of confidentiality of the Protected Information (*42 U.S.C. §17932; 45 C.F.R. §164.504(e)(2)(ii)(D)*) and comply in writing with paragraphs 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6; and
- iv. Ensure that any third party to whom it provides Protected Information receives from, or created or received by the Business Associate on behalf of the Covered Component, agrees to the same restrictions and conditions that apply to the Business Associate with respect to such information (*45 C.F.R. §164.504 (e)(2)(ii)(D)*).

2.3. **Aggregation of PHI.** The Business Associate shall provide data aggregation services with regard to PHI created or received from or on behalf of the DES Covered Component, if requested to do so by the DES Covered Component. (*45 C.F.R. §164.504(e)(2)(i)(B)*).

2.4. **De-identification of PHI.** Under 45 C.F.R. §164.502(d) (2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement. The Business Associate may de-identify any and all PHI, provided

1. The de-identification conforms to the requirements of 45 C.F.R. §164.514(b),
2. The Business Associate maintains the documentation required by 45 C.F.R. §164.514(b), and
3. The Business Associate gives written assurance to the DES Covered Component that the Business Associate appropriately maintains the documentation required by 45 C.F.R. §164.514(b).

3.0 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

3.1. **Safeguards.** The Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected information otherwise that as permitted by the Contract and the Business Associate Agreement, including, but not limited to, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R §164.308, §164.310, and §164.312. The Business Associate shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule, including but not limited to 42 U.S.C. §17931 and 45 C.F.R. §164.316.

3.2. **Reporting Impermissible Use or Disclosure and Security Incidents.** The Business Associate agrees to report to the DES Covered Component in writing of any access, use or disclosure of Protected Information not permitted by the contract or the Business Associate Agreement, and any breach of Unsecured PHI of which it becomes aware of as described in 42 U.S.C. §17921 and 45 C.F.R. §164.308(b) and §164.504(e)(2)(ii)(C), within 1 business day after discovery. The Business Associate shall:

1. Promptly take corrective action to secure any such deficiencies; and
2. Grant prompt and immediate access to DES Covered Component and other individuals from DES or the State of Arizona authorized by DES to participate in the incident investigation, mitigation, resolution, or breach notification; and
3. Contact the DES Chief Privacy Officer if DES Covered Component cannot be notified within 1 business day after discovery of incident; and
4. Secure and preserve all records pertinent to the incident; and
5. Promptly require within 1 business day of incident discovery applicable subcontractors and agents to secure and preserve all records pertinent to the incident; and
6. Any action pertaining to such unauthorized disclosure required by applicable federal and state statutes and

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regulations.

- 3.3. **Mitigation.** The Business Associate agrees to mitigate, to the extent practicable, any harmful effects that are known to the Business Associate of a use or disclosure of PHI by the Business Associate or its agents or subcontractors in violation of the requirements of this Agreement (45 C.F.R §164.530(f)).
- 3.4. **Agents and Subcontractors.** The Business Associate agrees to the following:
1. Ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of the DES Covered Component, agrees in writing to the same restrictions and conditions that apply to the Business Associate through this Agreement with respect to such PHI and implementing the safeguards required by paragraph 2.1 above with respect to Protected Information (45 C.F.R. §164.308(b) and §164.504(e)(2)(ii)(D)).
 2. It shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violations as described in 45 C.F.R. §164.530(e)(I) and 164.530(f).
- 3.5. **Personnel.** The Business Associate shall appropriately inform all of its employees, agents, representatives, and members of its workforce ("Personnel"), whose services may be used to satisfy the Business Associate's obligations under this Agreement and the Related Contract, of the terms of this Agreement. The Business Associate represents and warrants that the Personnel are under sufficient legal obligations to the Business Associate for the Business Associate to fully comply with the provisions of this Agreement. The Business Associate agrees to train its workforce on the HIPAA Rule and keep appropriate records of the training as prescribed in 45C.F.R. §164.530(b)(1)(2).
- 3.6. **Access to Protected Information.** The Business Associate shall make Protected Information maintained by the Business Associate or its agents or subcontractors in Designated Record Sets available to the DES Covered Component for inspection and copying within 10 business days of a request by the DES Covered Component to enable the DES Covered Component to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. §164.524. If the Business Associate maintains an Electronic Health Record, the Business Associate shall provide such information in electronic format to enable the DES Covered Component to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. §17935(e).
- 3.7. **Individual Access to PHI.** If an Individual requests direct access to PHI in possession of the Business Associate which is maintained under its contract with DES, prior to disclosure of any PHI the Business Associate shall first consult in writing with the DES Covered Component's Privacy Officer or the DES Chief Privacy Officer. The Business Associate shall grant or deny access pursuant to written instructions from the DES Covered Component which are consistent with 45 C.F.R. §164.524 or other applicable law. Within 5 business days, the Business Associate shall notify the DES Covered Component's Privacy Officer or the DES Chief Privacy Officer in writing of the actions it has taken pursuant to the request for access and DES Covered Component's authorization.
- 3.8. **Amendment of PHI.** The Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set within 5 business days after the Business Associate receives from the DES Covered Component instructions to amend PHI. Such instructions generally follow an Individual's request to the DES Covered Component to amend the Individual's PHI held by the DES Covered Component or its Business Associates in a Designated Record Set. If the DES Covered Component declines an Individual's request to amend that Individual's PHI, the DES Covered Component shall provide to its Business Associate, who shall promptly incorporate into the Individual's Designated Record Set, any statements of disagreement and/or rebuttals

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supplied by the Individual, as required by 45 C.F.R. § 164.526.

- 3.9. **Individual Amendment of PHI.** If an individual requests an amendment of PHI directly from the Business Associate or its agents or subcontractors on behalf of the DES Covered Component, the Business Associate must notify the DES Covered Component in writing within 5 business days of the request. Any approval or denial of amendment to Protected Information maintained by the Business Associate or its agents or subcontractors shall be the responsibility of the DES Covered Component, which shall notify the Business Associate of its decision in writing.
- 3.10. **Documentation of Disclosure.** The Business Associate agrees to document all disclosures of PHI made by the Business Associate and information related to such disclosures as would be required by the DES Covered Component to respond to a request by an Individual for an accounting of disclosures of PHI according to 45 C.F.R. §164.528. At a minimum, the documentation related to the Business Associate's disclosure of PHI shall include:
1. The date of disclosure;
 2. The name of the PHI recipient and, if known, the address of the PHI recipient;
 3. A brief description of the PHI disclosed; and
 4. A brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or instead of such statement, a copy of the written request for disclosure by the Secretary or under 45 C.F.R. §164.512.
- 3.11. **Accounting of Disclosures.** Within 10 business days after receipt of notice from the DES Covered Component to the Business Associate that the DES Covered Component has received a request for an accounting of disclosures of an Individual's PHI, the Business Associate agrees to provide the DES Covered Component with the disclosure information requested by the Individual and as required in paragraph 3.10 above. If an individual requests an accounting of disclosures directly from the Business Associate, the Business Associate shall, within sixty (60) business days, provide or deny an accounting according to 45 C.F.R §164.528. Unless otherwise directed by the DES Covered Component, the Business Associate shall notify the DES Covered Component of the action it has taken and shall do so in writing within five (5) business days after the action. The accounting of disclosure shall include all PHI disclosures for the time period the Individual requested, but not for a date earlier than six years prior to the date of creation or last entry, which ever occurred last. If the Business Associate is unable to provide the accounting of disclosure within the allowed time frame, the Business Associate shall provide the DES Covered Component with a written statement of the reason for delay and the date the Business Associate will provide the accounting.
- 3.12. **Government Access to Records.** For the purpose of determining the DES Covered Component compliance with the Privacy Rule, as well as the Business Associate's compliance with this BAA, the Business Associate agrees to make available to the DES Covered Component or its authorized agent, or to the Secretary, in the time and manner designated:
1. The Business Associate's internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the DES Covered Component; and
 2. All PHI received by the Business Associate from the DES Covered Component or created or received by the Business Associate on behalf of the DES Covered Component.
- 3.13. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use, and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure as described in 42 U.S.C. § 17935(b); 45 C. F. R. § 164.502(b)(1) and 164.514(d).

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3.14. **Data Ownership.** The Business Associate acknowledges that the Business Associate has no ownership rights with respect to the Protected Information.

3.15. **Transaction Standards Regulation.** If the Business Associate conducts in whole or part Standard Transactions for or on behalf of the DES Covered Component, the Business Associate agrees to comply with the Electronic Data Transaction Standards and Code Sets, 45 C.F.R. Part 162 (I – R). The Business Associate agrees to require any subcontractor or agent involved in conducting Standard Transactions for or on behalf of the DES Covered Component, to comply with the Transaction Standards and Code Sets. The Business Associate and its subcontractors or agents shall not engage in any practice or enter into any agreement related to conducting in whole or in part Standard Transactions for or on behalf of the DES Covered Component that:

1. Changes the definition, Data Condition, or use of a Data Element or Segment in a Standard Transaction;
2. Adds a Data Element or Segments to the maximum defined Data Set;
3. Uses any code or Data Element that is marked “not used” in the Standard Transaction’s implementation specification or that is not in the Standard Transaction’s implementation specification; or
4. Changes the meaning or intent of the Standard transaction implementation specification.

3.16. **Retention of Records.** All records containing PHI created or received by the Business Associate from or on behalf of the DES Covered Component will be retained for six years from the date of creation (*e.g., PHI*) or the date when it last was in effect (*e.g., a policy or form*), whichever is later.

3.17. **Violations of Law.** The Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j).

3.18. **Audits, Inspection and Enforcement.**

1. Within 10 business days of a written request by the DES Covered Component, the Business Associate and its agents or subcontractors shall allow the DES Covered Component to conduct a reasonable inspection of the facilities, systems, books, records, agreements, and policies and procedures relating to the use, acquisition, or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether the Business Associate has complied with this Agreement; provided, however that:
 - i. The Business Associate and the DES Covered Component shall mutually agree in advance upon the scope, timing and location of such inspection. If an agreement can not be concluded, then DES will decide; and
 - ii. To the extent allowed by law, the DES Covered Component shall safeguard all trade secret information of the Business Associate to which the DES Covered Component has access during the course of such inspection; and
2. The fact that the DES Covered Component inspects, fails to inspect, or has the right to inspect the Business Associate’s facilities, systems, books, records, agreements, and policies and procedures does not relieve the Business Associate of its responsibilities to comply with this Agreement. The following acts by the DES Covered Component do not constitute acceptance of such practices or waive the DES Covered Entity’s enforcement rights under the contract or Agreement.
 - i. Failure to detect; or
 - ii. Detection, but failure to notify the Business Associate; or
 - iii. Requiring the Business Associate to correct any unsatisfactory practices.

3. The Business Associate shall notify the DES Covered Component in writing within 1 business day of

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learning that the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

4. Notwithstanding paragraph 3.18.1, pursuant to paragraphs 3.1 through 3.4 and in compliance with 42 U.S.C. §17921 and 45 C.F.R. §164.308(b) and §164.504(e)(2)(ii)(C), Business Associate, its subcontractors and agents shall permit prompt and immediate access to the Covered Component to all physical locations and business records, including electronic records and all relevant data files, under the control or maintained by the Business Associate, its subcontractors and agents on behalf of Covered Component, for the purpose of mitigating a data breach, conducting a risk analysis and obtaining information which will identify individuals affected.

4.0 OBLIGATIONS OF DES COVERED COMPONENT

- 4.1. **Notice of Privacy Practices.** The DES Covered Component shall notify the Business Associate of any changes or limitation(s) in the DES Covered Component's Notice of Privacy Practices according to 45 C.F.R. §164.520, to the extent that such changes or limitation(s) may effect the Business Associate's use or disclosure of PHI.
- 4.2. **Changes in Permission by Individual.** The DES Covered Component shall notify the Business Associate of any changes in, or revocation of, an Individual's permission to use or disclose PHI, to the extent that such changes may affect the Business Associate's use or disclosure of PHI.
- 4.3. **Restriction on PHI.** The DES Covered Component shall notify the Business Associate of any restriction on PHI uses and disclosures that the DES Covered Component has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- 4.4. **Permissible Requests** by DES Covered Component. The DES Covered Component shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the DES Covered Component.

5.0 TERM AND TERMINATION

- 5.1. **Term.** The term of this Agreement is specified on page one (1) of this Agreement or in the Contract to which it is appended and shall terminate when all PHI provided by the DES Covered Component to the Business Associate, or created or received by the Business Associate on behalf of the DES Covered Component, is destroyed or returned to the DES Covered Component. If it is not feasible for the Business Associate to return to the DES Covered Component or destroy all PHI when this Agreement terminates under the Contract or is terminated early, protections agreed to by the Business Associate are extended to such information, whether PHI is held or controlled by the Business Associate or its agents or subcontractors.
- 5.2. **Effect of Termination.**
 1. Except as provided in subparagraph 3 of this paragraph, upon termination of this Agreement for any reason, the Business Associate shall return or destroy all PHI received from the DES Covered Component, or created or received by the Business Associate on behalf of the DES Covered Component. No copies or data repositories can be retained as to this information.
 2. This provision shall apply to PHI in the possession or under the control of subcontractors or agents of the Business Associate. The Business Associate and its subcontractors and agents shall retain no copies or data repositories of any type of returned or destroyed PHI unless ordered to do so by a court of law.
 3. If the Business Associate determines that returning or destroying PHI is not feasible, the Business

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Associate shall provide to the DES Covered Component notification of the conditions making the return or destruction not feasible. The Business Associate shall extend the protections of this Agreement to the PHI and shall limit further uses and disclosures of the PHI to the purpose that make the return or destruction not feasible, for so long as the Business Associate maintains the PHI. If it is not feasible for the Business Associate to recover from a subcontractor or agent any PHI, the Business Associate shall provide a written explanation to the DES Covered Component. The Business Associate shall require the subcontractor or agent to agree:

- i. To extend the protections of this Agreement to the PHI in subcontractor or agent; and
- ii. To limit further uses or disclosures of the PHI to the purpose that makes the return or destruction not feasible, for so long as the subcontractor or agent maintains the PHI.

5.3. Termination for Cause.

1. Breach. Upon the DES Covered Component's knowledge of a material breach by the Business Associate of the terms of this Agreement, the DES Covered Component shall take one or more of the following actions:
 - i. Provide an opportunity for the Business Associate to cure the breach within a specified timeframe;
 - ii. Terminate this Agreement and the underlying Contract if the Business Associate does not cure the breach or end the violation within the time specified by the DES Covered Component, or if a cure of the breach is not possible;
 - iii. Immediately terminate this Agreement and the underlying contract; or
 - iv. Report the violation to the Secretary, if neither termination nor cure is feasible.

2. Judicial or Administrative Proceedings. The DES Covered Component may terminate the Agreement if;
 - i. The Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws; or
 - ii. There is a governmental agency or tribunal finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA regulations or other security or privacy laws.

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6.0 MISCELLANEOUS

- 6.1. **HIPAA Reference.** A reference in this Agreement to HIPAA or the Privacy Rule means the regulation including the HITECH Act of 2009, as in effect on the effective date or as subsequently amended, and for which compliance is required. (45 C.F.R. § 160, §162, and §164 and 42 U.S.C. §17938).
- 6.2. **Amendment.** The parties agree to take the action necessary to amend this Agreement from time to time so that the DES Covered Component may comply with the requirements of HIPAA, HITECH, court decisions and any regulatory changes.
- 6.3. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the DES Covered Component to comply with the HIPAA and HITECH Rules.

Contractor hereby acknowledges receipt and acceptance of this HIPAA Business Associate Agreement and that a signed copy must be filed with the DES Procurement Office.	
<i>Annette Reichman</i>	11-23-20
Signature	Date
<i>Annette Reichman</i>	
Print Name	
<i>Superintendent</i>	
Title	
<i>602-291-8686</i>	
Contractor	

The above referenced HIPAA Business Associate Agreement is hereby executed this	
day of	2020, by the
Arizona Department of Economic Security.	
ADES Chief Privacy Officer Signature	
Print Name	

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. To request this document in alternative format or for further information about this policy, contact your local office; TTY/TDD Services: 7-1-1. *Free language assistance for DES Services is available upon request.

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Exhibit A – AzEIP Procedural Manual – effective 07-01-2019

CLICK LINK BELOW FOR EXHIBIT A

[AzEIP Procedural Manual effective 07-01-2019](#)

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Exhibit B – Policy Manual – effective 07-01-2019

CLICK LINK BELOW FOR EXHIBIT B

[AzEIP Policy Manual effective 07-01-2019](#)

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Exhibit C – AzEIP Performance Measures

Exhibit C AzEIP Performance Measures

#	Performance Measure	Target	Method	Measurement	Frequency
1	Percent of infants and toddlers with Individual Family Service Plans (IFSPs) who receive the early intervention services on their IFSPs within 45 days. (20 U.S.C. 1416(a)(3)(A) and 1442)	Compliance: 100%	AzEIP data system, Provider self-report, formal complaint investigations, and child file reviews.	Percent = [(# of infants and toddlers with IFSPs who receive the early intervention services on their IFSPs in a timely manner) divided by the (total # of infants and toddlers with IFSPs)] times 100. The measurement will include data identified during the monitoring period (April 1-June 30) of a given federal fiscal year (July 1-June 30).	Annually
2	Percent of infants and toddlers with IFSPs who primarily receive early intervention services in the home or community-based settings. (20 U.S.C. 1416(a)(3)(A) and 1442)	Results: Refer to Arizona Part C Most Recent Completed FFY SPP/APR	The AzEIP data system, Provider self-report, and child file reviews.	Percent = [(# of infants and toddlers with IFSPs who primarily receive early intervention services in the home or community-based settings) divided by the (total # of infants and toddlers with IFSPs)] times 100. The measurement will include data identified during the federal fiscal year (July 1-June 30).	Annually
3	A.1 Percent of infants and toddlers with substantial increase in the rate of growth in positive social-emotional skills by age three (3) or at the time of exit. (20 U.S.C. 1416(a)(3)(A) and 1442)	Results: Refer to Arizona Part C Most Recent Completed FFY SPP/APR	The AzEIP data system and child file reviews.	Percent = [(# of infants and toddlers reported in progress category (c) plus # of infants and toddlers reported in category (d)) divided by (# of infants and toddlers reported in progress category (a) plus # of infants and toddlers reported in progress category (b) plus # of infants and toddlers reported in progress category (c) plus # of infants and toddlers reported in progress category (d))] times 100 for each identified global outcome. The measurement includes the numerator and denominator of infants and toddlers with IFSPs who received early intervention services for at least six months	Annually

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<p>A.2 Percent of infants and toddlers within age expectations in positive social-emotional skills by age three (3) or at the time of exit. (20 U.S.C. 1416(a)(3)(A) and 1442)</p>	<p>Results: Refer to Arizona Part C Most Recent Completed FFY SPP/APR</p>	<p>The AzEIP data system and child file reviews.</p>	<p>before exiting the Part C program. The measurement will include data identified during the federal fiscal year (July 1-June 30). Percent = [(# of infants and toddlers reported in progress category (d) plus # of infants and toddlers reported in progress category (e)) divided by the (total # of infants and toddlers reported in progress categories (a) + (b) + (c) + (d) + (e))] times 100 for each identified global outcome. The measurement includes the numerator and denominator of infants and toddlers with IFSPs who received early intervention services for at least six months before exiting the Part C program. The measurement will include data identified during the federal fiscal year (July 1-June 30).</p>	<p>Annually</p>
<p>B.1 Percent of infants and toddlers with substantial increase in the rate of growth in acquisition and use of knowledge and skills. (20 U.S.C. 1416(a)(3)(A) and 1442)</p>	<p>Results: Refer to Arizona Part C Most Recent Completed FFY SPP/APR</p>	<p>The AzEIP data system and child file reviews.</p>	<p>Percent = [(# of infants and toddlers reported in progress category (c) plus # of infants and toddlers reported in category (d)) divided by (# of infants and toddlers reported in progress category (a) plus # of infants and toddlers reported in progress category (b) plus # of infants and toddlers reported in progress category (c) plus # of infants and toddlers reported in progress category (d))] times 100 for each identified global outcome. The measurement includes the numerator and denominator of infants and toddlers with IFSPs who received early intervention services for at least six months before exiting the Part C program. The measurement will include data identified during the federal fiscal year (July 1-June 30).</p>	<p>Annually</p>

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One Dollar for Every Arizona

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<p>B.2 Percent of infants and toddlers within age expectation in acquisition and use of knowledge and skills.</p>	<p>Results: Refer to Arizona Part C Most Recent Completed FFY SPP/APR</p>	<p>The AzEIP data system and child file reviews.</p>	<p>Percent = [(# of infants and toddlers reported in progress category (d) plus # of infants and toddlers reported in progress category (e)) divided by the (total # of infants and toddlers reported in progress categories (a) + (b) + (c) + (d) + (e))] times 100 for each identified global outcome.</p> <p>The measurement includes the numerator and denominator of infants and toddlers with IFSPs who received early intervention services for at least six months before exiting the Part C program.</p> <p>The measurement will include data identified during the federal fiscal year (July 1-June 30).</p>	<p>Annually</p>
<p>C.1 Percent of infants and toddlers with substantial increase in the rate of growth in use of appropriate behaviors to meet their needs.</p>	<p>Results: Refer to Arizona Part C Most Recent Completed FFY SPP/APR</p>	<p>The AzEIP data system and child file reviews.</p>	<p>Percent = [(# of infants and toddlers reported in progress category (c) plus # of infants and toddlers reported in category (d)) divided by (# of infants and toddlers reported in progress category (a) plus # of infants and toddlers reported in progress category (b) plus # of infants and toddlers reported in progress category (c) plus # of infants and toddlers reported in progress category (d))] times 100 for each identified global outcome.</p> <p>The measurement includes the numerator and denominator of infants and toddlers with IFSPs who received early intervention services for at least six months before exiting the Part C program.</p> <p>The measurement will include data identified during the federal fiscal year (July 1-June 30).</p>	<p>Annually</p>
<p>C.2 Percent of infants and toddlers within age expectation in use of appropriate behaviors to meet their needs.</p>	<p>Results: Refer to Arizona Part C Most Recent Completed FFY SPP/APR</p>	<p>The AzEIP data system and child file reviews.</p>	<p>Percent = [(# of infants and toddlers reported in progress category (d) plus # of infants and toddlers reported in progress category (e)) divided by the (total # of infants and toddlers reported in progress categories (a) + (b) + (c) + (d) + (e))] times 100 for each identified global outcome.</p> <p>The measurement includes the</p>	<p>Annually</p>

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	1416(a)(3)(A) and 1442)			numerator and denominator of infants and toddlers with IFSPs who received early intervention services for at least six months before exiting the Part C program. The measurement will include data identified during the federal fiscal year (July 1-June 30).	
4	A. Percent of families who report that early intervention services have helped the family know their rights. (20 U.S.C. 1416(a)(3)(A) and 1442)	Results: Refer to Arizona Part C Most Recent Completed FFY SPP/APR	Family Surveys	Percent = [(# of respondent families participating in Part C who report that early intervention services have helped the family know their rights) divided by the (# of respondent families participating in Part C)] times 100.	Annually
	B. Percent of families who report that early intervention services have helped the family effectively communicate their children's needs. (20 U.S.C. 1416(a)(3)(A) and 1442)	Results: Refer to Arizona Part C Most Recent Completed FFY SPP/APR	Family Surveys	Percent = [(# of respondent families participating in Part C who report that early intervention services have helped the family effectively communicate their children's needs) divided by the (# of respondent families participating in Part C)] times 100.	Annually
	C. Percent of families who report that early intervention services have helped the family help their children develop and learn. (20 U.S.C. 1416(a)(3)(A) and 1442)	Results: Refer to Arizona Part C Most Recent Completed FFY SPP/APR	Family Surveys	Percent = [(# of respondent families participating in Part C who report that early intervention services have helped the family help their children develop and learn) divided by the (# of respondent families participating in Part C)] times 100.	Annually
5	Percent of infants and toddlers' birth to one (1) with IFSPs compared to national data. (20 U.S.C. 1416(a)(3)(B) and 1442)	Results: Refer to Arizona Part C Most Recent Completed FFY SPP/APR	Family Surveys	Percent = [(# of infants and toddlers' birth to 1 with IFSPs) divided by the (population of infants and toddlers birth to 1)] times 100. The measurement will include data identified during the federal fiscal year (July 1-June 30).	Annually

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6	<p>Percent of infants and toddlers' birth to three (3) with IFSPs compared to national data.</p> <p>(20 U.S.C. 1416(a)(3)(B) and 1442)</p>	<p>Results: Refer to Arizona Part C Most Recent Completed FFY SPP/APR</p>	<p>The data will be taken from multiples sources including, but not limited to; the AzEIP data system and file reviews.</p>	<p>Percent = [(# of infants and toddlers' birth to 3 with IFSPs) divided by the (population of infants and toddlers' birth to 3)] times 100.</p> <p>The measurement will include data identified during the federal fiscal year (July 1-June 30).</p>	<p>Annually</p>
7	<p>Percent of eligible infants and toddlers with IFSPs for whom an initial evaluation and initial assessment and an initial IFSP meeting were conducted within Part C's 45-day timeline.</p> <p>(20 U.S.C. 1416(a)(3)(B) and 1442)</p>	<p>Compliance: 100%</p>	<p>The AzEIP data system, Provider self-report, formal complaint investigations, and child file reviews.</p>	<p>Percent = [(# of eligible infants and toddlers with IFSPs for whom an initial evaluation and initial assessment and an initial IFSP meeting were conducted within Part C's 45-day timeline) divided by the (# of eligible infants and toddlers evaluated and assessed for whom an initial IFSP meeting was required to be conducted)] times 100.</p> <p>Measurement must account for untimely evaluations, assessments, and initial IFSP meetings, including the reasons for delays. Documented family delays are included in the numerator and denominator.</p> <p>The measurement will include data identified during the monitoring period (April 1-June 30) of a given federal fiscal year (July 1-June 30).</p>	<p>Annually</p>

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Exhibit D – AzEIP Contractor Staffing and Organization Chart

Exhibit D AzEIP Contractor Staffing and Organization Chart

AzEIP Contractor Staffing and Organizational Template Instructions

Excel File First Tab Instruction:

Use this template to identify contact information for all of your agency's early intervention staff who work under the AzEIP contract, including all subcontractors and administrative staff.

This template must be completed and submitted to AzEIPQualityImprovement@azdes.gov on

- * The first week of each calendar quarter; AND
- * Within five (5) business days of any Contractor Personnel changes who is working under this contract; AND
- * Upon request by AzEIP.

1) To get started, click on the first tab named "Contractor Details".

A) Enter your agency name, mailing address, location of child records, and agency website.

* If child records are maintained electronically please specify such.

B) If your agency uses subcontractors please identify each one on a separate line.

2) Next, click on the "Administrative Staff" tab.

A) Enter the first and last name (including any aliases, i.e. Matthew "Matt"), role, phone number, email address, fax number, date Central Registry was approved, fingerprint clearance card expiration date, employment date, subcontractor agency name (if applicable), and supervisor for any employee not providing direct early intervention services to families, including but not limited to the following roles.

- * Program Director;
- * Referral Coordinator;
- * Data Manager;
- * Receptionist;
- * Finance Manager;
- * Contract Manager;
- * Supervisor.

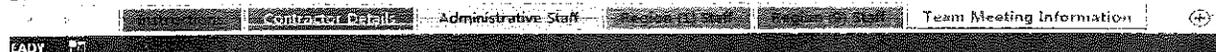
B) When an employee resigns or is terminated, please enter their last day of employment on this template.

3) Next, click on the **Region (#) Staff** tab.

A) Rename this tab to reflect the region number (i.e. "Region (17) Staff")

* Duplicate this tab for all contract regions awarded and rename as instructed above.

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B) Enter the first and last name (including any aliases, i.e. Matthew "Matt"), role, specialty, phone number, email address, fax number, date Central Registry was approved, fingerprint clearance card expiration date, region start/end date, team number(s), hours worked weekly in region, subcontractor agency name (if applicable), and supervisor for any employee who provides services to families, including but not limited to the following roles:

- * Service Coordinator (SC);
- * Developmental Special Instructionist (DSI);
- * Occupational Therapist (OT);

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- * Physical Therapist (PT);
- * Speech and Language Pathologist (SLP);
- * Psychologist (PSY);
- * Social Worker (SW).

- C) Indicate in the "Specialty" column, any expertise a team member has (i.e., Multilingual, Feeding, Assistive Technology expertise, etc.)
- D) Indicate in the "Region Start Date" and "Region End Date" columns the dates of employment in the identified region.
- E) Indicate in the "Total Weekly Hours" column the number of hours per week that each staff works, per region and team. * If an employee works in more than one (1) region, their name will need to be entered on the respective "Region (#) Staff" tab, specifying the hours worked in that one (1) region. (i.e. a staff may be a full time employee but work 5 hours in Region 1 and 35 hours in Region 5, this will need to be separated on two tabs). * If an employee works in a region that has multiple teams, separate the teams and hours worked by commas if necessary. (i.e. Team 1 = 10hrs, Team 2 = 5hrs, Team 3 = 25hrs)

Team(s)	Total Weekly Hours (per team)
1, 2, 3	10, 5, 25

4) Next, click on the "Team Meeting Information" tab

- A) Team Meetings shall be held on a weekly basis unless prior approval is received by AzEIP.
- B) Enter the Region #, Team #, Weekday and Time that the team meeting occurs, Conference Call-in information, Location, and Facilitator name for all team meetings at your agency.

Excel File - Second Tab, Contractor Details:

Contractor Contact Information

Agency Name	Agency Mailing Address	Main Physical Address where Child Records are located	Agency Website

Excel File - Third Tab, Administrative Staff:

Contractor Staffing Roster

First Name	Last Name	Role	Telephone Number	Primary Email Address	Fax Number

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Central Registry Approval Date	Fingerprint Clearance Card Expiration Date	Employment Start Date	Employment End Date	Subcontracting agency (if applicable)	Supervisor Name

Excel File - Fourth Tab, Region (#) Staff

Contractor Staffing Roster

First Name	Last Name	I-Teams User ID	Professional Discipline	Type of Degree (ex: Bachelor's)	Field of Study	Education Plan (Y/N)

Specialty	Telephone Number	Primary Email Address	Fax Number	Central Registry Approval Date	Fingerprint Clearance Card Expiration Date	License Expiration Data

Region Start Date	Region End Date	Team(s)	Total Weekly Hours (per team)	Subcontracting agency (if applicable)	Supervisor Name	User Role(s) in I-Teams

Excel File - Fifth Tab, Team Meeting Information

Team Meeting Information

Region #	Team #	Day of the Week	Time	Conference Call Information	Location	Team Meeting Facilitator Name

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Exhibit E – Central Registry Form

Exhibit E is uploaded as a separate document