


<b>Interagency Service Agreement (ISA)</b>	
Agreement No.: DS23-003176	
Description: Arizona Child Equity	

**Agreement between the Arizona Department of Economic Security (ADES) Arizona Early Intervention Program (AzEIP) and the Arizona Board of Regents on behalf of Arizona State University (ASU):**

A.R.S. § 35-148(A) authorizes a State Agency to reimburse for services performed or to advance funds to another State Agency for services to be performed pursuant to an Interagency Service Agreement and authorizes such funds to be credited to the appropriation account of the agency performing the services for use by such agency.

The term of this Agreement shall begin as of the date of last signature and shall end on January 31, 2024, unless otherwise amended.

**THEREFORE**, it is agreed that ADES and the Board of Regents for ASU (the Parties) shall abide by all the terms and conditions of this agreement.

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**THE SIGNATORY CERTIFIES POSSESSING THE AUTHORITY TO BIND HIS/HER STATE AGENCY TO THIS AGREEMENT.**

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

**THE ARIZONA BOARD OF REGENTS ON BEHALF OF ARIZONA STATE UNIVERSITY:**

 <hr/> Chief Procurement Officer Signature	 <small>Kristy Macdonald (Nov 21, 2022 16:55 MST)</small> <hr/> Signature
David Steuber <hr/> Printed Name	Kristy Macdonald <hr/> Printed Name
Chief Procurement Officer <hr/> Title	Assistant Director - Research Operations <hr/> Title
11/22/2022 <hr/> Date	11/21/2022 <hr/> Date
DS23-003176 <hr/> ADES Contract Number	FP00034578 <hr/> Agency Contract Number

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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.
- 1.3. Arizona Early Intervention Program (AzEIP) Mission: The Individuals with Disabilities Education Act (IDEA) Part C early intervention program builds upon and provides support and resources to assist family members and caregivers to enhance children's learning and development through everyday learning opportunities.

## 2.0 PURPOSE OF AGREEMENT

- 2.1. The purpose of this agreement is for AzEIP to provide funding to ASU to conduct an equity review of AzEIP's child find data.
- 2.2. ASU will provide a written report with actionable equity policy recommendations that will focus on screening, evaluation, and services for children and families, with a further focus on racially, ethnically, and linguistically diverse children and families.

## 3.0 COSTS

- 3.1. The project cost is \$134,528.00 as outlined on Attachment A Itemized Budget. The budget outlines a schedule of anticipated resource hours and expenditures for achieving the milestones and producing the deliverables of this Agreement.
- 3.2. The rates for this agreement are inclusive of all costs associated with the design and development of the project, including direct and indirect services, staff time, participation at staffing meetings, travel time, mileage, administrative costs, including insurance and all overhead. AzEIP shall not pay separately for these or any other costs.

## 4.0 DEFINITIONS

- 4.1. AzEIP: The section within ADES responsible for oversight of Arizona's statewide interagency program of early intervention services for infants and toddlers, birth through two (2) years of age, with disabilities or significant developmental delays, and their families. AzEIP is governed by IDEA, Part C and administered by the ADES as the lead agency.
- 4.2. Child Find: A component of the Individuals with Disabilities Education Act that requires AzEIP to locate, identify, and evaluate all children with disabilities, aged birth through two (2) who need early intervention.
- 4.3. Individuals with Disabilities Education Act (IDEA): Public law governing DES as the Lead Agency and AzEIP as the early intervention system oversight.
- 4.4. IDEA Part C: A federal grant program that assists states operate a comprehensive statewide program of early intervention services for infants and toddlers with disabilities, age birth through two (2) years, and their families.

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- 4.5. American Rescue Act Plan Act of 2021 (ARPA): Federal money awarded to states to address challenges caused by the Coronavirus.
- 4.6. Family Educational Rights and Privacy Act (FERPA): Federal law that protects the privacy of student education records.

## 5.0 SERVICE DESCRIPTION

- 5.1. As a result of ARPA, ADES received an award for completion of AzEIP projects that will further stabilize and improve Arizona's system of early intervention.
- 5.2. AzEIP will provide child find data as part of an equity plan for recommendations about policies and procedures to improve the access, experiences, and outcomes of racially, ethnically, and linguistically diverse infants and toddlers and their families.

## 6.0 RESPONSIBILITIES

AzEIP and ASU agree as follows:

ASU shall:

- 6.1. Develop and submit a project plan to AzEIP for review and approval prior to any work being commenced.
- 6.2. Attend virtual monthly meetings with AzEIP to provide progress updates on the key milestones and highlight the findings of the data analysis.
- 6.3. Review AzEIP's policy and data landscape.
  - 6.3.1. Examine current [AzEIP Policies and Procedures](#) related to underserved children and families. Based on all available data, examine whether all groups of eligible children have access to services, timely screening, and evaluation, and whether child find activities are reaching all eligible children equitably.
  - 6.3.2. Conduct an equity review of AzEIP's current child find according to the policies and procedures listed in 6.3.1 to understand how they impact the child find process and service delivery, focusing on the 1) access, 2) experiences, and 3) outcomes of racially, ethnically, and linguistically diverse infants and toddlers and their families served by AzEIP
- 6.4. Summarize findings from the policy and data analyses in a report entitled "The State of AzEIP." The report will include actionable equity policy recommendations that will focus on screening, evaluation, and services for children and families, with a focus on racially, ethnically, and linguistically diverse children and families.
- 6.5. Co-develop and address additional research questions in partnership with AZEIP, as allowable by the data available, budget, and time limitations.
- 6.6. Submit the final report for review and approval on or by September 30, 2023, to [azeipcontracts@azdes.gov](mailto:azeipcontracts@azdes.gov).

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6.7. Submit final invoices for the project to AzEIP by the last allowable obligation date for the ARPA grant of October 31, 2023.

AzEIP shall:

6.8. Collaborate by providing available data when requested.

6.9. Transfer funds within thirty (30) days of approving the final report and invoice.

## 7.0 EXTENSION

7.1. This agreement may be extended through a mutual written amendment.

## 8.0 TERMINATION

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

8.2. Each party shall have the right to terminate this agreement by written request to the other party at least thirty days (30) days prior to the effective date of said termination.

## 9.0 AMENDMENTS

9.1. 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 done in writing and signed by the authorized representative of the respective Parties.

9.2. 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:

9.2.1. Change of telephone number.

9.2.2. Change in authorized signatory.

9.2.3. Change in the name and/or address of the person to whom notices are to be sent.

9.3. Both parties will attend a meeting at the six-month mark to discuss the possibility of adding a new requirement for ASU to complete a data visualization report. The new requirement must be completed by September 30, 2023.

## 10.0 REPORTING REQUIREMENTS

ASU shall:

10.1. Submit the project plan to AzEIP for review and approval prior to any work being commenced.

10.2. Submit the final report on or by September 30, 2023.

10.3. Reports shall be sent via email to: [azeipcontracts@azdes.gov](mailto:azeipcontracts@azdes.gov) Or USPS:

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Arizona Department of Economic Security  
ATTN: AzEIP  
Mail Drop 2HP1  
1789 W. Jefferson St.  
Phoenix, AZ 85007

## 11.0 PAYMENT REQUIREMENTS

11.1. AzEIP will reimburse ASU in funds up to the amount specified in Section 3.0 of this agreement. ASU will invoice AzEIP in accordance with actual, allowable costs incurred for activities consistent with Section 5.0 Service Description during the term of the agreement.

11.2. ASU shall submit the invoice by email to [azeipinvoices@azdes.gov](mailto:azeipinvoices@azdes.gov) Or USPS:

Arizona Department of Economic Security  
ATTN: AzEIP  
Mail Drop 2HP1  
1789 W. Jefferson St.  
Phoenix, AZ 85007

## 12.0 NOTICES

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

Arizona State University  
ATTN: Nicholas Petersen, Assistant Director, Research Operations – Award Management Team  
Office of Research and Sponsored Projects Administration  
P.O. Box 876011  
Tempe, AZ 85287-6011  
Email: [ASU.Awards@asu.edu](mailto:ASU.Awards@asu.edu)  
Phone: 480-727-9458

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

Arizona Department of Economic Security  
ATTN: AzEIP  
1789 W. Jefferson Street  
Mail Drop 2HP1  
Phoenix, AZ 85007  
Email: [azeipcontracts@azdes.gov](mailto:azeipcontracts@azdes.gov)  
Phone: 602-524-0260

## 13.0 APPLICABLE LAW

This agreement shall be governed and interpreted by the laws of the State of Arizona.

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## 14.0 ARBITRATION

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.

## 15.0 PRIOR SERVICES

The Parties agree that if similar services were provided by ASU prior to the start date of this agreement, those services will be compensated as though having been performed under this agreement.

## 16.0 DATA SHARING AGREEMENT

This agreement requires the sharing of confidential data protected by the Family Educational Rights and Privacy Act (FERPA) with ASU, a FERPA permitted entity, conducting an evaluation and audit of AzEIP's equity practices. Prior to commencing any analysis, a written data sharing agreement shall be required between AzEIP and ASU. As part of the key milestones, the ASU Children's Equity Project shall review sample reports to identify the fields on AzEIP's reports that will be needed for their analysis. The AzEIP Data Manager or designee will provide a draft data sharing agreement to ASU within two (2) weeks of this fully executed agreement. ASU will provide any necessary feedback to the drafted data sharing agreement including the list of fields needed within two (2) weeks. ASU and ADES shall have the identified signatories sign the final draft within two (2) weeks from the date it is provided.

## 17.0 INDEPENDENT CONTRACTOR

ASU is an independent contractor and will be free to exercise its discretion and independent judgment as to the method and means of performance of its work hereunder. ASU employees will not be considered employees of ADES, and neither ASU nor ADES personnel will, by virtue of this Agreement, be entitled or eligible, to participate in any benefits or privileges given or extended by the other party to its employees.

## 18.0 CONFLICT OF INTEREST


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.

## 19.0 NON-AVAILABILITY OF FUNDS

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 ADES at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## 20.0 ATTACHMENTS

20.1. The following list of attachments constitutes an integral part of subject agreement

<b>Interagency Service Agreement (ISA)</b>	 DEPARTMENT OF <b>ECONOMIC SECURITY</b> <i>Your Partner For A Stronger Arizona</i>
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20.1.1. Attachment A – Itemized Budget

**21.0 CONFIDENTIALITY**

- 21.1. ASU 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, ASU 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.
  
- 21.2. ASU shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. § 41-161 et. seq. ADES will advise ASU as to applicable policies and procedures ADES has adopted for such compliance.

**22.0 IT 508 COMPLIANCE**

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.

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## ATTACHMENT A

### ITEMIZED BUDGET

Total Salaries	\$63,597
Total Fringe Benefits	\$17,348
Total Salaries and Benefits	\$80,945
Total Contracted Services	\$40,000
Total Other Services	\$0
Total Subawards	\$0
Total Travel	\$0
Total Supplies and Materials	\$4,000
Total Equipment	\$0
Total Tuition/Participant Support Costs	\$0

Direct Costs (DC)	\$124,945
TDC Excluding Subawards	\$124,945
Subaward TDC	\$0
TDC Less Subaward IDC	\$124,945

DC Subject To IDC	\$124,945
Consortium IDC Base	\$0
TDC Subject To IDC	\$124,945

Indirect Costs (IDC)	\$10,620
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<b>TOTAL COST</b>	<b>\$135,565</b>
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# DS23-003176\_ASU ISA\_Arizona Child Equity

Final Audit Report

2022-11-22

Created:	2022-11-22
By:	Alina Girbovan (AGirbovan@azdes.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8M9dlk9sfLKfYUFpi4OAoPfy_6A9fg6

## "DS23-003176\_ASU ISA\_Arizona Child Equity" History

-  Document created by Alina Girbovan (AGirbovan@azdes.gov)  
2022-11-22 - 6:31:23 PM GMT
-  Document emailed to David Steuber (dsteuber@azdes.gov) for signature  
2022-11-22 - 6:32:11 PM GMT
-  Email viewed by David Steuber (dsteuber@azdes.gov)  
2022-11-22 - 8:06:16 PM GMT
-  Document e-signed by David Steuber (dsteuber@azdes.gov)  
Signature Date: 2022-11-22 - 8:07:30 PM GMT - Time Source: server
-  Agreement completed.  
2022-11-22 - 8:07:30 PM GMT