


Intergovernmental Agreement (IGA)	
Agreement No.: DI26-002468	
Description: Early Intervention Services	

Agreement between the Arizona Department of Economic Security ("ADES") 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) and,

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.

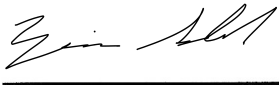
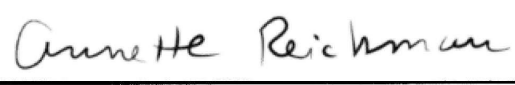
The term of this Agreement shall begin on January 1, 2026 and shall end on December 31, 2026, unless otherwise amended.

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 STATE SCHOOLS FOR THE DEAF AND THE BLIND:

	
Signature	Signature
Yesenia Sandoval	Annette Reichman
Printed Name	Printed Name
Chief Procurement Officer	Superintendent
Title	Title
10/15/2025	10/13/2025
Date	Date
DI26-002468	520-770-3704
ADES Contract Number	Contractor's Contract Number (If applicable)

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: Heather Fazio
Heather Fazio (Oct 15, 2025 08:41:45 PDT)
 Assistant Attorney General

By: Victoria J. Bergin
 Public Agency Legal Counsel

Date: 10/15/2025

Date: 10/10/2025

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1. ADES MISSION AND VISION STATEMENTS


- 1.1. ADES Mission: To strengthen individuals, families, and communities for a better quality of life.
- 1.2. ADES Vision: A thriving Arizona.

2. 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. 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.

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- 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 a 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.
- 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:

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- 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.
- 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.

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- 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.

- 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 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 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 34 C.F.R. §§ 303.115 through 303.117 and 34 C.F.R. §§ 303.301 through 303.320, and evaluations and assessments in 34 C.F.R. § 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

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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. SERVICE DESCRIPTION

4.1. 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.

5. RESPONSIBILITIES

5.1. ADES and ASDB agree as follows:

5.1.1. 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 Procedures and 34 C.F.R. § 303.100.

5.1.2. Establish ongoing collaboration and consultation between both agencies as it applies to early intervention services under 34 C.F.R. §§ 303.13, 303.26, 303.101(a), the AzEIP Policy Manual and AzEIP Procedures.

5.2. ASDB shall:

5.2.1. 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:

5.2.1.1. 34 C.F.R. § 303.100 et seq.


5.2.1.2. [AzEIP Policy Manual](#) and [AzEIP Procedures](#).

5.2.2. 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.


5.2.2.1. The provision of this IGA shall be deemed to have been amended to incorporate the repeal or modification; and

5.2.2.2. ASDB shall comply with the requirements of the IGA as amended.


5.2.3. Establish comprehensive ASDB procedures to comply with IDEA Part C, the AzEIP Policy Manual and AzEIP Procedures for early intervention services for infants and toddlers with disabilities and their families.

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- 5.2.4. 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 34 C.F.R. § 303.34.
- 5.2.5. 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 the AzEIP Policy Manual and AzEIP Procedures.
- 5.2.6. 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:
 - 5.2.6.1. ASDB personnel, subcontractor personnel, and TBEIS Contractors involved in the complaint;
 - 5.2.6.2. The dates of all actions regarding the complaint; and
 - 5.2.6.3. The basis and resolution of the complaint.
- 5.2.7. 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 34 C.F.R. §§ 303.302 and 303.303 and the AzEIP Policy Manual.
- 5.2.8. Ensure all employees and subcontractors adhere to the Child Find system including the referral requirements of 34 C.F.R. § 303.302, the AzEIP Policy Manual and AzEIP Procedures.
- 5.2.9. 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 34 C.F.R. § 303.301.
- 5.2.10. Provide resources to contribute to ADES/AzEIP central directory indicated in 34 C.F.R. § 303.301.
- 5.2.11. 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.
- 5.2.12. Coordinate with the TBEIS Contractors to determine if the child is potentially eligible for ASDB services and assist TBEIS Contractors to determine AzEIP eligibility based on its vision and hearing expertise, refer to AzEIP Procedures and 34 C.F.R. §§ 303.321 and 303.322.
- 5.2.13. Ensure ASDB employees and subcontractors participate in all IFSP meetings in accordance with 34 C.F.R. §§ 34 303.342 and 303.343 and the AzEIP Policy Manual including:
 - 5.2.13.1. Coordination with service providing agencies including, TBEIS Contractors and DDD;

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- 5.2.13.2. Provide services as identified on the IFSP in accordance with 34 C.F.R. §§ 303.342 and 303.343, the AzEIP Policy Manual and AzEIP Procedures;
- 5.2.13.3. Participate in the team meetings for the child and family with the EIP team members;
- 5.2.13.4. 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
- 5.2.13.5. 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.
- 5.2.14. Provide family training, counseling, home visits, vision, assistive technology, and orientation and mobility services as identified on an IFSP.
- 5.2.15. 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 34 C.F.R. § 303.126.
- 5.2.16. 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 34 C.F.R. § 303.207.
- 5.2.17. 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 the AzEIP Policy Manual.
- 5.2.18. 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 the AzEIP Policy Manual.
- 5.2.19. Submit a formal, written request to the designated AzEIP Contract Management Specialist prior to adding a subcontractor to this Agreement. The request shall:
 - 5.2.19.1. Be on ASDB company letterhead;
 - 5.2.19.2. Be signed by an authorized representative of the ASDB;
 - 5.2.19.3. Contain the following information:
 - 5.2.19.3.1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
 - 5.2.19.3.2. The certifications required of the subcontractor (if any);
 - 5.2.19.3.3. The subcontractor's small business status (if applicable);

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- 5.2.19.3.4. The type of goods and/or services to be provided by the subcontractor; and
- 5.2.19.3.5. 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 Agreement’s requirements.
- 5.2.19.4. The state reserves the right to request additional information deemed necessary about any proposed subcontractor; and
- 5.2.19.5. Provide copies of each contract with a subcontractor relating to the provision of contract services to AzEIP within five (5) calendar days of the request.
- 5.2.20. 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 the AzEIP Policy.
- 5.2.21. Adhere to AzEIP’ s General Supervision System as outlined in the AzEIP Policy Manual and the AzEIP Procedure Manual, 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:
 - 5.2.21.1. Require corrective or disciplinary actions in accordance with the AzEIP General Supervision System as specified in the AzEIP Policy Manual.
 - 5.2.21.2. Require that ASDB implement contract enforcement actions to all employees and subcontractors responsible for providing ASDB services.
 - 5.2.21.3. Suspend or terminate all or part of ASDB’s service provision responsibilities.
- 5.2.22. 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.
- 5.2.23. Participate in the collection, verification, analysis, and reporting of data for the purpose of intra - and interagency monitoring and program improvement.
- 5.2.24. ASDB and all subcontractors will use the ADES-designated database to capture all data for the child’s record in AzEIP.
- 5.2.25. Ensure the use of standardized AzEIP forms necessary to meet ADES/AzEIP data requirements and compliance with the AzEIP Policy Manual and AzEIP Procedures.
- 5.2.26. 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.

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5.2.27. Designate a representative who will participate on the Interagency Coordinating Council (ICC) and the ICC Committees.

5.3. ADES/AzEIP will:

5.3.1. 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.

5.3.2. 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.

5.3.3. Enforce any obligations imposed on those agencies, institutions, organizations, and early intervention providers under IDEA Part C, and its regulations.

5.3.4. Ensure ASDB and all subcontractors provide timely services in accordance with IDEA Part C, the AzEIP Policy Manual and AzEIP Procedures to all eligible infants and toddlers birth to three (3) years of age who meet ASDB eligibility criteria.

5.3.5. 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 C.F.R. Part 303.

5.3.6. Identify and coordinate all available resources for early intervention services within the State, including those from federal, local, and private resources.

5.3.7. 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. 34 C.F.R. § 303.321.

5.3.8. Resolve interagency disputes regarding use of funds, payor of last resort, and system of payment requirements.


5.3.9. 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).

5.3.10. Crossmatch the expenditure report and invoice information with data entered into I-TEAMS by ASDB, for each reporting period.

5.3.11. Submit payment to ASDB when the following conditions have been completed and sent to the Budget Manager for approval:

5.3.11.1. An expenditure report;


5.3.11.2. A quarterly invoice with supporting documentation; and

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5.3.11.3. All services provided by ASDB and all subcontractors entered in I-TEAMS data system.

6. MANNER OF FINANCING

- 6.1. 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.
- 6.2. 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.
- 6.3. 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 as specified in the AzEIP Policy Manual.
- 6.4. 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.
 - 6.4.1. Payment will not be issued until an annual cost allocation and detailed budget plan is received and approved by AzEIP.
 - 6.4.2. 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.
 - 6.4.3. Payment will be made quarterly upon the receipt, reconciliation, and approval of the quarterly expenditures report by AzEIP.
- 6.5. In the event of a financial audit, ASDB will reimburse AzEIP for any disallowance costs identified in the audit review to AzEIP.
- 6.6. ASDB shall pay AzEIP in an amount equal of the disallowance of expenses within the timeline agreed upon by both agencies.
- 6.7. 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.
- 6.8. 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.
- 6.9. 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 34 C.F.R. § 303.225.

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- 6.10. ASDB shall establish and implement programmatic and fiscal controls to ensure that the AzEIP Policy Manual and AzEIP Procedures are implemented and followed as outlined in IDEA Part C.
- 6.11. 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.
- 6.12. 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.
- 6.13. 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.

7. PAYMENT REQUIREMENTS

- 7.1. No payments in advance or in anticipation of services to be provided under this Agreement shall be made by AzEIP to ASDB.
- 7.2. 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.
- 7.3. ASDB shall submit a complete and accurate expenditures report, along with detailed invoices and supporting documentation, on a quarterly basis, by the fifteenth (15th) day after the close of the quarter. These shall be sent electronically to AzEIPinvoices@azdes.gov.

8. REPORTING REQUIREMENTS

- 8.1. The Contractor shall provide to ADES the following reports:
 - 8.1.1. Adhere to the annual performance standards as established by IDEA Part C State Performance Plan/Annual Performance Report (SPP/APR). Refer to AzEIP Performance Based Measures (Exhibit A)).
 - 8.1.2. 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.
 - 8.1.3. 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.
 - 8.1.4. Submit programmatic and financial reports to the Department in the form set forth in the contract no later than the fifteenth (15th) day following the end of each month during the contract term. Failure to submit accurate and complete reports by the fifteenth (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 forty-five (45) days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.

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- 8.1.5. 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 forty-fifth (45th) day following the end of each contract term. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term.
- 8.1.6. 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.
- 8.1.7. Submit the AzEIP Contractor Staffing Roster (Exhibit B) to AzEIP as follows:
 - 8.1.7.1. Within ten (10) business days of Contract award;
 - 8.1.7.2. The first week of each business quarter;
 - 8.1.7.3. Within five (5) business days of any Contractor personnel changes; and
 - 8.1.7.4. Upon request by AzEIP.
- 8.1.8. Reports shall be sent to AzEIPQualityimprovement@azdes.gov.

9. NOTICES

- 9.1. 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


- 9.2. All notices to ADES regarding this agreement shall be sent to AzEIPcontracts@azdes.gov.

10. RESERVED

11. EXHIBITS

- 11.1. The following list of exhibits constitutes an integral part of subject Agreement:
 - 11.1.1. Exhibit A - AzEIP Performance Based Measures
 - 11.1.2. Exhibit B - AzEIP Contractor Staffing Roster

12. RESERVED

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13. EXTENSION

This Agreement may only be extended through a mutual written amendment. The term of this Agreement should not exceed five (5) years.

14. TERMINATION

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

14.2. Each Party shall have the right to terminate this Agreement by written request to the other Party. Written notice of termination shall be received by either party at least thirty (30) days prior to the effective date of said termination.

15. AMENDMENTS

15.1. 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 this Agreement, unless amended in writing and signed by the authorized representative of the respective Parties.

15.2. 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:

- 15.2.1. Change of telephone number;
- 15.2.2. Change in authorized signatory; and/or
- 15.2.3. Change in the name and/or address of the person to whom notices are to be sent.

16. APPLICABLE LAW


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 the Contractor shall maintain all applicable licenses and permit requirements.

17. 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.

18. AUDIT

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 this Agreement except if subject to Health Insurance Portability & Accountability Act

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which is six (6) years from the date of final payment. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, both parties shall produce the original of any or all such records.

19. CONFIDENTIALITY


- 19.1. Both parties 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, either party 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.
- 19.2. Both parties 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.

20. CONFLICT OF INTEREST

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

21. INDEMNIFICATION AND INSURANCE REQUIREMENTS

- 21.1. Indemnification:
 - 21.1.1. 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.
 - 21.1.2. 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:
 - a. To the fullest extent permitted by law, Contractor 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 "Indemnitee") 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

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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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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.

21.2. Insurance Requirements for Governmental Parties to an IGA

21.2.1. None.

21.3. 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.

21.4. Minimum Scope and Limits of Insurance


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

21.4.1. Commercial General Liability (CGL) – 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,

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officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of 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.

21.4.2. 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 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).

21.4.3. 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).

21.5. Additional Insurance Requirements

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

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21.5.1. 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).

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

21.6. Notice of Cancellation

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 or emailed to Arizona Department of Economic Security C/O: myCOI 1075 Broad Ripple Ave, Suite 313, Indianapolis, IN 46220 or support@myCOLtracking.com.

21.7. Acceptability of Insurers

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.

21.8. Verification of Coverage


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.

21.8.1. 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.

21.8.2. 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.

21.8.3. All certificates required by this Contract shall be sent as instructed by the requesting 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.

21.9. Subcontractors

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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.

21.10. Approval and Modifications

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

21.11. Exceptions

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.

22. IT 508 COMPLIANCE

Unless specifically authorized in this 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.

23. NON-AVAILABILITY OF FUNDS


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

24. NON-DISCRIMINATION

Both parties shall comply with State Executive Orders Nos. 2023-09, 2023-01 and 2009-09 and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.

25. OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

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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 this Agreement. This provision applies to work performed by subcontractors at all tiers.

26. RESERVED

27. RIGHT OF OFFSET

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 this 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.

28. SIGNATURES IN COUNTERPART

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

29. THIRD-PARTY ANTITRUST VIOLATIONS

The Contractor assigns to ADES any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the Contractor, toward fulfillment of this Agreement.


30. FINGERPRINTING

30.1. 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.

30.2. 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.

30.3. To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Agreement, the following provisions apply:

30.3.1. 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

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fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

30.3.2. 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.

30.4. 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).

31. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY

If providing direct services to children or vulnerable adults, the following shall apply:

31.1. The provisions of A.R.S. § 8-804 (as may be amended) and Title 45 § 98.43 are hereby incorporated in its entirety as provisions of this Agreement.


31.2. Central Registry Background Checks are processed through the Arizona Centralized Backgrounds Checks (CBC) portal (<https://cbc.az.gov/>). Contractor’s employee, subcontractor, prospective employees or volunteer of the Contractor or subcontractor who provides direct services to children or vulnerable adults in need of assistance with the registration process or navigating the CBC portal may find relevant information on the Arizona Department of Economic Security website, Arizona Centralized Background Checks web portal (<https://des.az.gov/cbc>).

31.3. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify with the CBC portal to obtain a completed certification. The Contractor shall keep the certification on file for each employee, prospective employee, or volunteer whether an allegation of abuse or neglect was made against them and was substantiated. The Certification shall remain confidential.

31.4. Central Registry Background Checks will be used as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

- 31.4.1. Any person who applies for a contract with this State and that person’s employees;
- 31.4.2. All employees of a contractor;
- 31.4.3. A subcontractor of a contractor and the subcontractor’s employees; and
- 31.4.4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.

31.5. 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.

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- 31.6. 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.
- 31.7. 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.
- 31.8. The Contractor shall require each employee to submit a Central Registry Background Check, maintain and retain certifications in a confidential file for five (5) years after termination of this Agreement.

32. DATA SHARING AGREEMENT

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.

- 32.1. The Data Sharing Request Agreement is located at <https://des.az.gov/documents-center>. In the “Search” field type “Data Sharing” and click “Apply”. The search will produce the following results:
 - 32.1.1. Document Number J-119 Single (For requests involving a single division or program.


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EXHIBIT A – Performance Based Measures

Performance Measure	FFY 2025 Target	Method	Measurement
<p>Percent of infants and toddlers with Individual Family Service Plans (IFSPs) who receive the early intervention services on their IFSPs within 45 days.</p> <p>Source: 20 U.S.C. 1416(a)(3)(A) and 1442</p>	<p>Compliance: 100%</p>	<p>AzEIP data system, Contractor self-report, formal complaint investigations and child file reviews.</p>	<p>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.</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>Percent of infants and toddlers with IFSPs who primarily receive early intervention services in the home or community-based settings.</p> <p>Source: 20 U.S.C. 1416(a)(3)(A) and 1442</p>	<p>Results: 98.00%</p>	<p>AzEIP data system, Contractor self-report and child file reviews.</p>	<p>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.</p> <p>The measurement will include data identified during the federal fiscal year (July 1-June 30).</p>
<p>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.</p> <p>Source: 20 U.S.C. 1416(a)(3)(A) and 1442</p>	<p>Results: 72.74%</p>	<p>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>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.</p> <p>Source: 20 U.S.C. 1416(a)(3)(A) and 1442</p>	<p>Results: 53.98%</p>	<p>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>

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Performance Measure	FFY 2025 Target	Method	Measurement
<p>B.1 Percent of infants and toddlers with substantial increase in the rate of growth in acquisition and use of knowledge and skills.</p> <p>Source: 20 U.S.C. 1416(a)(3)(A) and 1442</p>	Results: 78.26%	AzEIP data system and child file reviews.	<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>B.2 Percent of infants and toddlers within age expectation in acquisition and use of knowledge and skills.</p> <p>Source: 20 U.S.C. 1416(a)(3)(A) and 1442</p>	Results: 54.48%	AzEIP data system and child file reviews.	<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>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>Source: 20 U.S.C. 1416(a)(3)(A) and 1442</p>	Results: 77.45%	AzEIP data system and child file reviews.	<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>C.2 Percent of infants and toddlers within age expectation in use of appropriate behaviors to meet their needs.</p> <p>Source: 20 U.S.C. 1416(a)(3)(A) and 1442</p>	Results: 47.94%	AzEIP data system and child file reviews.	<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>
A. Percent of families who	Results:	Family Surveys	Percent = [(# of respondent families participating in Part C who report that early


Intergovernmental Agreement (IGA)

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Description: Early Intervention Services



Performance Measure	FFY 2025 Target	Method	Measurement
report that early intervention services have helped the family know their rights. Source: 20 U.S.C. 1416(a)(3)(A) and 1442	94.50%		intervention services have helped the family know their rights) divided by the (# of respondent families participating in Part C)] times 100.
B. Percent of families who report that early intervention services have helped the family effectively communicate their children's needs. Source: 20 U.S.C. 1416(a)(3)(A) and 1442	Results: 95.50%	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.
C. Percent of families who report that early intervention services have helped the family help their children develop and learn. Source: 20 U.S.C. 1416(a)(3)(A) and 1442	Results: FFY 2023 96.25%	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.
Percent of infants and toddlers birth to one (1) with IFSPs compared to national data. Source: 20 U.S.C. 1416(a)(3)(B) and 1442	Results: .73%	Data to be taken from multiple sources including, but not limited to, the AzEIP data system and file reviews.	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).
Percent of infants and toddlers birth to three (3) with IFSPs compared to national data. Source: 20 U.S.C. 1416(a)(3)(B) and 1442	Results: 1.95%	Data to be taken from multiple sources including, but not limited to, the AzEIP data system and file reviews.	Percent = [(# of infants and toddlers birth to 3 with IFSPs) divided by the (population of infants and toddlers birth to 3)] times 100. The measurement will include data identified during the federal fiscal year (July 1- June 30).
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. Source: 20 U.S.C. 1416(a)(3)(B) and 1442	Compliance: 100%	AzEIP data system, Contractor self-report, formal complaint investigations and child file reviews.	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. 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.

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Performance Measure	FFY 2025 Target	Method	Measurement
			The measurement will include data identified during the monitoring period (April 1-June 30) of a given federal fiscal year (July 1-June 30).


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Exhibit B – Contractor Roster
Included as a Separate Attachment