


Intergovernmental Agreement (IGA)	
Agreement No.: DI26-002446	
Description: Child Find and Transition Services	

Agreement between the Arizona Department of Economic Security ("ADES") and the Arizona Department of Education ("ADE" 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. § 15-203(B)(1) and, ADES and the Contractor are authorized by A.R.S. § 11-952 et seq. and A.R.S. § 41-2022 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 July 1, 2025, and shall end on June 30, 2030, 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 DEPARTMENT OF EDUCATION:

	
Signature	Signature
Yesenia Sandoval	Braulio Garcia
Printed Name	Printed Name
Chief Procurement Officer	Chief Procurement Officer
Title	Title
07/07/2025	06/18/2025
Date	Date
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: 
Teresa Shreves (Jul 2, 2025 12:02 PDT)
 Assistant Attorney General

By: 
 Public Agency Legal Counsel

Date: 07/02/2025

Date: 07/01/2025

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1. ADES VISION AND MISSION 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 define and clarify the responsibilities of AzEIP and ADE in establishing and operating a statewide comprehensive, coordinated system between AzEIP and ADE, including but not limited to, Child Find Activities and Transition Services for eligible children with disabilities and their families in accordance with IDEA Part C and section 619 of IDEA Part B and A.R.S. § 41-2022.

3. DEFINITIONS

- 3.1. Arizona Department of Economic Security (ADES): 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 Department of Education (ADE): Arizona's State Education Agency (SEA) responsible for the State supervision of public education of students, including ensuring a free appropriate public education is available to all children with disabilities between the ages of three (3) and twenty-one (21), in accordance with IDEA Part B of 20 U.S.C. § 1412(a)(1) and 34 C.F.R. §§ 300.101-300.108.
- 3.3. Arizona Early Intervention Program (AzEIP or ADES/AZEIP): Arizona's statewide interagency system of Early Intervention Services and supports for infants and toddlers, birth through three (3) years of age, with disabilities or significant developmental delays, and their families. AzEIP is governed by IDEA Part C and administered by ADES as the lead agency.
- 3.4. Assessment: The ongoing procedure used by qualified personnel to:
 - 3.4.1. Identify a child's present levels of development for the purposes of understanding a child's unique strengths and needs; and
 - 3.4.2. Provide information to determine the early intervention services appropriate to meet the needs of a child and child's family.
- 3.5. AzEIP Eligibility: The satisfaction of certain criteria for developmental delays following the screening, assessment, and evaluation of a child aged birth through two (2) years.
- 3.6. Child Find Part C: A comprehensive child find system, consistent with IDEA Part B including policies and procedures for making referrals to TBEIS Contractors that include timelines and provision for participation by primary referral sources; ensures rigorous standards for appropriately identifying infants and toddlers with disabilities for services under this part that will reduce the need for future services under 20 U.S.C. § 1435(a)(5). The system will be coordinated with other major efforts to locate and identify children conducted by other state agencies responsible for administering the various education, health, and social services programs relevant to this part, tribes and tribal organizations, and other federal efforts in accordance with 34 C.F.R. §§ 303.301 and 302.303


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- 3.7. Child Find IDEA Part B: In accordance with 34 C.F.R. § 300.111(a)(1), the state must have in effect policies and procedures to ensure that (i) all children with disabilities residing in the state, including children with disabilities who are homeless children or are wards of the state and children with disabilities attending private schools, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated; (ii) a practical method is developed and implemented to determine which children are currently receiving needed special education and related services; and (c)(1) children who are suspected of being a child with a disability under § 300.8 and in need of special education, even though they are advancing from grade to grade; including (2) highly mobile children, such as migrant children. In accordance with Arizona Administrative Code (A.A.C.) R7-401(C)(1), each public agency shall inform the general public and all parents within the public agency's boundaries of responsibility of the availability of special education services for students aged three (3) through twenty-one (21) years and how to access those services. This includes information regarding early intervention services for children aged birth through two (2) years.
- 3.8. Comprehensive Developmental Assessment (CDA): A full and individual evaluation of the child in all developmental areas: cognitive, physical (including vision and hearing screening), communication, social/emotional, and self-help/adaptive development. A CDA may be accomplished through a review of existing data, criterion-referenced assessments, norm-referenced assessments, observation, and parent input; however, to determine eligibility, at least one norm-referenced assessment to obtain standard deviation information must be used to determine if eligibility criteria are met. A CDA is required to determine eligibility for Preschool Severe Delay, Developmental Delay, and Speech-Language Impaired. The final responsibility for the CDA and eligibility lies with the PEA.
- 3.9. Comprehensive System of Personnel Development: A framework which focuses on training, professional development and the promotion of recruitment and retention strategies to improve the quality and effectiveness of early intervention services.
- 3.10. District of Residence: The elementary district (K-8th grades) or unified district (K-12th grades) in which the parent of the child resides.
- 3.11. Division of Developmental Disabilities (DDD or ADES/DDD): The ADES division that 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. Evaluation: Part B: Procedures used in accordance with IDEA to determine whether a child has a disability and the nature and extent of the special education and related services that the child needs. This evaluation includes: (a) a review of existing information about the child; (b) a decision regarding the need for additional information; (c) if necessary, the collection of additional information, and (d) a review of all information about the child and determination of eligibility for special education services and needs of the child. Refer to A.A.C. R7-2-401(B)(8) and 34 C.F.R. § 300.304.
- 3.13. Evaluation: Part C: The procedure used pursuant to 34 C.F.R. § 303.321 by qualified personnel to determine a child's initial and/or continuing AzEIP eligibility.
- 3.14. Free Appropriate Public Education: In accordance with 34 C.F.R. § 300.101, means special education and related services that meet state standards and are provided based upon an Individualized Education Program. These services are provided at public expense under public

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supervision and direction, without charge to the parents, and must be provided in the least restrictive environment in accordance with 34 C.F.R. § 300.114.

- 3.15. Geographic Service Region: The geographic unit that defines the service provision boundary for an early intervention program.
- 3.16. Individualized Education Program (IEP): In accordance with 34 C.F.R. § 300.320 means a written statement for providing special education and related services for each child with a disability that is developed, reviewed, and revised in a meeting in accordance with §§ 300.320 through 300.324.
- 3.17. 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. 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.
 - 3.17.1. Part C: 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 through two (2) years, and their families.
 - 3.17.2. Part B: Federal funding administered to states and public educational agencies (PEAs) for the provision of special education and related services to children with disabilities.
- 3.18. 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:
 - 3.18.1. Is based on the evaluation of the child and the assessment of the child and family;
 - 3.18.2. Includes the content specified in IDEA Part C, and its implementing regulations at 34 C.F.R. § 303.344;
 - 3.18.3. Includes parental informed written consent;
 - 3.18.4. Is implemented on or before the planned start date(s) for each service; and
 - 3.18.5. Is developed in accordance with IDEA Part C and its implementing regulations at 34 C.F.R. §§ 303.340, et seq.
- 3.19. Individual Family Service Plan Transition Planning Meeting: Meets the requirements of 34 C.F.R. § 303.209(d). A meeting held before the child is two (2) years, nine (9) months (and at the discretion of all parties, not earlier than 2 years, 3 months) to develop a document of the transition plan on the IFSP with the family. This meeting must meet specific requirements for an IFSP meeting, including conducting the meeting in a place and time that is convenient for the family and holding the meeting in the native language of the family or other mode of communication, unless it is not feasible to do so. This meeting may be combined with the transition conference according to 34 C.F.R. § 303.209(e).


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- 3.20. Interagency Coordinating Council (ICC): Appointed by the Governor of the State of Arizona and has specific responsibilities including advising and assisting the state's lead agency in carrying out its duties under IDEA Part C.
- 3.21. Initial Referral: The first time a child is referred to AzEIP to determine eligibility under IDEA Part C, or to a PEA to determine eligibility under IDEA Part B.
- 3.22. Notification to the Public Education Agency (PEA Notification): AzEIP's responsibility is to ensure notification to the ADE and the PEA where the parents of a child with a disability live that the child will shortly reach the age of eligibility for IDEA Part B services. The PEA Notification must include (a) the child's name; (b) date of birth, and (c) parent contact information, (including names, addresses, and telephone numbers). The PEA Notification may also include the service coordinator's name and contact information, and the language(s) spoken by the child and family.
- 3.22.1. PEA Notification does not require parental consent; however, parents have the opportunity to opt-out of a PEA Notification. If the parent has not opted out of the PEA Notification in writing by the end of the transition planning meeting (or for children made eligible after two (2) years, six (6) months, by the end of the meeting in which eligibility is determined), the service coordinator will send a PEA Notification.
- 3.22.2. PEA Notification must be treated as an initial referral to the PEA for consideration of eligibility for preschool special education services. It initiates the PEA's requirement to provide Procedural Safeguards and Prior Written Notice under 34 C.F.R. §§ 300.504(a)(1), 300.503. The PEA Notification must be provided to the PEA designated as the district of residence.
- 3.23. Opt-Out: A parent, after being informed of AzEIP's intent to disclose PEA Notification, may object to the disclosure in writing by the end of the Transition Planning Meeting for children eligible for AzEIP before two (2) years, six (6) months of age. If the parent chooses to opt out, the parent must sign the PEA Notification and Referral form. If the parent opts out, AzEIP will not notify the PEA or ADE. Refer to 34 C.F.R. § 303.209(b)(2).
- 3.24. Potentially Eligible Child Under IDEA Part B: A child with an IFSP is potentially eligible for IDEA Part B.
- 3.25. Public Education Agency (PEA): A school district (elementary, unified, or union high school district), charter school, accommodation school, state-supported institution or other political subdivision of the state that is responsible for providing education to children with disabilities.
- 3.26. Screening: The informal or formal process of determining the status of a child with respect to appropriate developmental and academic norms that may indicate the need for an evaluation to determine eligibility for IDEA Part C or Part B services. Screening may include observations, family interviews, review of medical, developmental, or education records, or administration of specific screening instruments identified by the test publisher as appropriate for use as screening tools. Screening does not include an assessment or evaluation to determine eligibility.
- 3.27. Service Coordinator: The early intervention practitioner who coordinates all supports and services across agency lines and serves as a single point of contact for the family. A service coordinator ensures services occur as written on the IFSP and support families with procedural safeguards. Every child is assigned a service coordinator, either from an AzEIP TBEIS Contractor or from DDD.

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- 3.28. Special Education Advisory Panel (SEAP): The State has established and maintains an advisory panel to provide policy guidance concerning special education and related services for children with disabilities in the state.
- 3.29. Team-Based Early Intervention Services (TBEIS) Contractor: An entity contracted with AzEIP which provides comprehensive team-based early intervention services to children who are determined eligible under IDEA Part C and enrolled with AzEIP.
- 3.30. Team Lead: The primary core team member who acts as the liaison between the family and the IFSP team for the provision of TBEIS. The team lead selected must be the best possible long-term match to support in achieving the child and family's outcomes.
- 3.31. Transition Conference: A Part C meeting arranged and facilitated by the service coordinator and includes a representative of early childhood programs in which the family has an interest, such as the PEA, Head Start, and/or private preschool. In accordance with 34 C.F.R. § 303.209(c), the transition conference will occur between the time the child is two (2) years, six (6) months and two (2) years, nine (9) months (or as early as two (2) years, three (3) months, if all parties agree). The purpose of the transition conference is to ensure the following steps are taken:
 - 3.31.1. Review the potential program options/continuum of services available after the child's third (3rd) birthday;
 - 3.31.2. Establish tentative timelines and activities for the child's transition into the PEA, if eligible;
 - 3.31.3. Establish a plan for parental visitation to the educational program available (if interested and if not already completed); and,
 - 3.31.4. Depending on the child's age at eligibility, the transition conference may occur, as part of the IFSP transition planning Meeting, during which the transition plan is developed. The transition conference must meet the requirements for an IFSP meeting and include PEA or other early childhood representative(s), as requested by the parent.
- 3.32. Unorganized Territories: Geographical areas outside the boundaries of any PEA. A Certificate of Education Convenience (CEC) from the county school superintendent's office (sometimes referred to as the county education service agency is assigned to allow a child, who is suspected of having a disability, to attend a school district adjacent to the unorganized territory. A student who is suspected of having a disability will need to be found eligible to receive special education services before a CEC can be assigned and before the child can receive services).

4. SERVICE DESCRIPTION

- 4.1. Establish a coordinated system to support children and families, including, but not limited to, a streamlined and seamless process for Child Find Activities and Transition Services under [IDEA Part C, and Section 619 of IDEA Part B](#), for eligible children with developmental delays and disabilities in Arizona.

5. RESPONSIBILITIES

ADES/AzEIP and the Contractor agree as follows:

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5.1. ADES/AzEIP AND ADE COORDINATION

ADES/AzEIP and ADE shall:

- 5.1.1. Provide direction and coordination across agencies to create practices and inclusive systems that effectively provide supports and services for children with disabilities to infants and toddlers and their families.
- 5.1.2. Establish ongoing collaboration and consultation between both state agencies regarding any revisions needed within internal policies and procedures, data analysis, and compliance monitoring as it applies to changes in IDEA Part C and Section 619 of IDEA Part B.
- 5.1.3. Identify and coordinate resources for Section 619 of IDEA Part B and IDEA Part C including federal, state, public, and private sources.
- 5.1.4. Establish ongoing collaboration and participation in the Comprehensive System of Personnel Development multi-year plan, including but not limited to, participation on the leadership team and collaboration and agency efforts related to:
 - 5.1.4.1. in-service professional development;
 - 5.1.4.2. personnel standards and qualifications;
 - 5.1.4.3. recruitment and retention; and
 - 5.1.4.4. collaboration with preservice professionals.
- 5.1.5. Establish regular coordination meetings to ensure the components of this agreement are fulfilled.
- 5.1.6. Establish and build upon a partnership to develop a data system linking and effectively monitor and analyze data from both agencies to assist in reporting timely and accurate data to meet the requirements of IDEA Part C and Section 619 of IDEA Part B.
- 5.1.7. Collaborate across state agencies to collect and use data for program management and continuous program improvement and examine the effectiveness of services and supports to improve the child and family outcomes.
- 5.1.8. Ensure local EIPs and PEAs collaborate regarding the analysis of local data to make system improvements.
- 5.1.9. Ensure a representative from each agency participates in the Interagency Coordination Council (ICC).
- 5.1.10. Ensure a representative from each agency shall participate on the Special Education Advisory Panel (SEAP).

5.2. ADES/AzEIP AND TBEIS CONTRACTORS CHILD FIND RESPONSIBILITIES

ADES/AzEIP and TBEIS Contractors shall:

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- 5.2.1. Ensure all TBEIS Contractors adhere to the child find referral requirements of 34 C.F.R. §§ 303.301 and 303.302, are consistent with IDEA Part B 34 C.F.R. §300.111 and the AzEIP Policy Manual.
- 5.2.2. Ensure TBEIS Contractors comply with Unorganized Territories guidance and child find referral procedures upon notification of a concern from a parent who lives in a region outside the boundaries of any public education agency.
- 5.2.3. Develop and distribute public awareness materials to ensure primary referral sources and TBEIS Contractors are disseminating information as defined in 34 C.F.R. § 303.301 and as specified in the AzEIP Policy Manual.
- 5.2.4. Comply with the requirements for referral procedures and child find activities for children identified between the ages of two (2) years, ten and one-half (10.5) months to five (5) years, which includes, submittal of a referral to a PEA using the child find procedures outlined at <https://www.azed.gov/specialeducation/az-find/>.
 - 5.2.4.1. Referral for children ages two (2) years, ten and one-half (10.5) months to five (5) years who live in Unorganized Territories; and
 - 5.2.4.2. Within two (2) business days of the date of the parental referral, the TBEIS Contractor will submit the Unorganized Territory Referral Form to the ADE/ESS Child Find Coordinator. The TBEIS Contractor will maintain a copy of the form in the child's record.

5.3. ADE CHILD FIND RESPONSIBILITIES


ADE shall:

- 5.3.1. Ensure that PEAs address public awareness, screening, and referrals for children within their geographic boundaries of responsibility, following child find guidelines.
 - 5.3.1.1. Ensure that PEAs will comply with the requirements to make initial referrals of children from PEAs to AzEIP for children ages birth to two (2) years, ten and one-half months (10.5) and; that no later than two (2) business days after the date of the referral, PEAs submit an online initial referral at <https://azeip.azdes.gov/AzEIP/AzeipRef/Forms/Categories.aspx> and retain a copy for verification purposes. Additionally, the PEA may refer the child to AzEIP by fax or phone call to the identified AzEIP Central Referral Agency.

5.4. ADES/AzEIP AND TBEIS CONTRACTORS TRANSITION REQUIREMENTS

ADES/AzEIP and TBEIS Contractors shall:

- 5.4.1. Establish and maintain a statewide infrastructure that will provide a coordinated and seamless transition for eligible children.
- 5.4.2. Ensure children who are potentially eligible for services under Section 619 of IDEA Part B will experience a smooth and effective transition to preschool services, as defined in 34 C.F.R. § 303.209, and as specified in the AzEIP Policy Manual and the AzEIP Procedure Manual.

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- 5.4.3. Oversee TBEIS Contractors and their performance as it applies to IDEA Part C requirements, this includes but is not limited to, compliance with all transition activities under IDEA Part C as defined in 34 C.F.R. § 303.209 and as specified in the AzEIP Policy Manual and the AzEIP Procedure Manual.
- 5.4.4. Submit a PEA Notification to the PEA, for children receiving IDEA Part C services who are potentially eligible for services under Section 619 of IDEA Part B, as specified in the AzEIP Policy Manual and the AzEIP Procedure Manual.
- 5.4.5. Establish, monitor, and enforce guidelines for children receiving IDEA Part C services including a transition planning meeting and transition conference, to determine if the family prefers to opt-out of PEA Notification and choose not to pursue preschool eligibility or pursue educational services through the SEA and the PEA where the child resides. Refer to 34 C.F.R. §§ 303.148, 303.209, 303.40 the AzEIP Policy Manual, the AzEIP Procedure Manual and the [AzEIP Transition Timeline \(GCI-1143A\)](#) which specify coordination of all transition steps and activities.
- 5.4.6. Ensuring adherence to the requirements in 34 C.F.R. §§ 303.342(d), 303.343, 303.209(e) which provide guidance on the combination of the transition planning meeting and the transition conference.


5.5. ADE TRANSITION REQUIREMENTS

ADE shall:

- 5.5.1. Ensure a smooth transition for children with disabilities who receive IDEA Part C, services and who are eligible for IDEA Part B, preschool services, including the development of policies and procedures to ensure that an IEP is being implemented by the child's third (3rd) birthday. Refer to IDEA Section 612(a)(9) and 34 C.F.R. §§ 300.101(b) and 300.124(b).
- 5.5.2. Maintain oversight for all PEAs' compliance with IDEA Part B, and the terms of this Agreement.
- 5.5.3. Ensure that PEAs participate in transition conferences arranged by the service coordinator for eligible children who may be eligible for preschool services under Section 619 of IDEA Part B. Refer to IDEA Section 612(a)(9) and 34 C.F.R. § 300.124.
- 5.5.4. Ensure that PEAs consider all appropriate documentation from TBEIS Contractors, including the current IFSP, during the transition conference and to inform appropriate next steps

6. MANNER OF FINANCING

- 6.1. The agency or entity assigned responsibility for activities herein shall be responsible for paying for and/or coordinating access to the resources to ensure the completion of the activity. This Agreement does not require the transfer of funds between ADE and ADES, nor between the PEAs and the local early intervention programs.
- 6.2. Every obligation of ADE and ADES under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation. If funds are not allocated, nor available for the continuance of this Agreement, ADE or ADES may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to ADE or ADES in the event

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this provision is exercised, however, both agencies shall continue to comply with federal and state law.

7. REPORTING REQUIREMENTS

7.1. The Contractor shall provide to ADES the following reports:

7.1.1. Response file with State Student ID number for data linking.

7.1.2. Aggregate data to audit and evaluate transition activities, child outcomes and critical questions about the impact of early intervention.

7.2. Reports shall be sent to AzEIPQualityimprovement@azdes.gov

8. PAYMENT REQUIREMENTS

8.1. None

9. NOTICES

9.1. All notices to the Contractor regarding this Agreement shall be sent to the following address:

Arizona Department of Education
Deputy Associate Superintendent
Exceptional Student Services
1535 West Jefferson Street, Bin #24
Phoenix, AZ 85007

9.2. All notices to ADES regarding this Agreement shall be sent to AzEIPContracts@azdes.gov

10. DISPOSITION OF PROPERTY

10.1. None

11. OTHER MATTERS

11.1. None

12. ATTACHMENTS


12.1. None

13. EXHIBITS

13.1. None

14. EXTENSION

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

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15. TERMINATION

- 15.1. This Agreement may be terminated by the mutual Agreement of the parties at any time during the term of this Agreement.
- 15.2. 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.

16. AMENDMENTS

- 16.1. 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.
- 16.2. 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:
 - 16.2.1. Change of telephone number;
 - 16.2.2. Change in authorized signatory; and/or
 - 16.2.3. Change in the name and/or address of the person to whom notices are to be sent.

17. 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.

18. 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(6) and 12-133, except as may be required by other applicable statutes.

19. AUDIT

In accordance with A.R.S. § 35-214, the Contractor 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 records shall be subject to inspection and audit by the State at reasonable times. Upon request, Contractor shall produce the original of any or all such records.

20. CONFIDENTIALITY

- 20.1. 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

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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.

- 20.2. 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.

21. CONFLICT OF INTEREST

- 21.1. 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.


22. INDEMNIFICATION AND INSURANCE REQUIREMENTS

22.1. INDEMNIFICATION:

- 22.1.1. 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 is self-insured per A.R.S. § 41-621.

- 22.1.2. In addition, should ADE utilize a contractor(s) and subcontractor(s) the indemnification clause between ADE and its contractor(s) and subcontractor(s) shall include the following:

- 22.1.2.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Arizona Department of Education 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 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

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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.

22.2. INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA

22.2.1. None

22.3. 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.

22.4. MINIMUM SCOPE AND LIMITS OF INSURANCE

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

22.4.1. 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

22.4.1.1. 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.

22.4.1.2. 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.)

22.4.2. Business Automobile Liability

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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

22.4.2.1. 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.

22.4.2.2. 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.

22.4.2.3. 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 from (Sole Proprietor or Independent 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.)

22.4.3. 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


22.4.3.1. 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.

22.4.3.2. 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).

22.5. **ADDITIONAL INSURANCE REQUIREMENTS**

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

22.5.1. 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,

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officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621(E).

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

22.6. NOTICE OF CANCELLATION

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

22.7. ACCEPTABILITY OF INSURERS

22.7.1. 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.

22.8. 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.


22.8.1. 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.

22.8.2. 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.

22.8.3. 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.

22.9. SUBCONTRACTORS

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.

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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.

22.10. 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.

22.11. 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.

23. 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 who have disabilities 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.

24. NON-DISCRIMINATION


The Contractor shall comply with State Executive Order 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 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.

26. 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 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.

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27. 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.


28. 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.

29. BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY

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

- 29.1. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Agreement.
- 29.2. 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:
 - 29.2.1. Any person who applies for a contract with this State and that person's employees;
 - 29.2.2. All employees of a contractor;
 - 29.2.3. A subcontractor of a contractor and the subcontractor's employees; and
 - 29.2.4. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 29.3. 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.
- 29.4. 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.
- 29.5. 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.
- 29.6. 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:
 - 29.6.1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

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29.6.2. 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.

29.7. 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.

29.8. 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.

30. DATA SHARING AGREEMENT

30.1. 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.