


Intergovernmental Agreement (IGA)	
Agreement No.: DI23-002368	
Description: Six (6) State Agencies for Early Intervention Services	

Agreement between the Arizona Department of Economic Security (ADES), the Arizona Department of Education (ADE), the Arizona Department of Health Services (ADHS), the Arizona Health Care Cost Containment System (AHCCCS), the Arizona Department of Child Safety (ADCS), and the Arizona State Schools for the Deaf and the Blind (ASDB) (collectively referred to as the Parties and sometimes referred to individually as Party).

WHEREAS ADES is duly authorized to execute and administer contracts under A.R.S § 41-1954(A)(6)(7) and,

WHEREAS the ADES, ADE, ADHS, AHCCCS, ADCS and ASDB are duly authorized to execute and administer contracts under A.R.S. §41-2022 and,

WHEREAS the ADES, ADE, ADHS, AHCCCS, ADCS, and ASDB are authorized by A.R.S. §§ 11-951 and 11-952 to enter into agreements for joint or cooperative action for the services specified in this Agreement.

THEREFORE, the Parties agree to abide by all the terms and conditions set forth in this Agreement. The term of this Agreement shall begin on January 1, 2023, and shall end on December 30, 2028, unless otherwise amended.

ALL AGENCIES AND THEIR ATTORNEYS HAVE REVIEWED THE IGA AS TRANSMITTED BY ADES. EACH AGENCY AND ITS ATTORNEY AGREE TO EXECUTE A SEPARATE PAGE BEARING A REFERENCE TO IGA NUMBER DI23-002368. EACH SUCH SIGNATURE PAGE SHALL BE PART OF THE ORIGINAL IGA.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES):

David Steuber

Dec 27, 2022

SIGNATURE

DATE

David Steuber

Chief Procurement Officer

PRINTED NAME

TITLE

IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE FOR ADES:


Dinita L. James

Dec 28, 2022

Dinita L. James (Dec 28, 2022 10:18 MST)

SIGNATURE

DATE

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By our signature below, the Arizona Department of Education (ADE) agrees to abide by the terms and conditions set forth in the IGA regarding the Arizona Early Intervention Program as transmitted by ADES. This signature page shall be a part of the original IGA.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF EDUCATION (ADE):

Steven Paulson Digitally signed by Steven Paulson
Date: 2022.12.22 14:08:33 -07'00'

12/22/2022

SIGNATURE

DATE

Steven Paulson

Chief Procurement Officer

PRINTED NAME

TITLE

IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.


LEGAL REPRESENTATIVE FOR ADE:

/s/Kevin Ray

12/22/2022

SIGNATURE

DATE

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By our signature below, the Arizona Department of Health Services (ADHS) agrees to abide by the terms and conditions set forth in the IGA regarding the Arizona Early Intervention Program as transmitted by ADES. This signature page shall be a part of the original IGA.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF HEALTH SERVICES (ADHS):

Gina Corwin

 SIGNATURE
 Gina Corwin

 PRINTED NAME

Dec 16, 2022

 DATE
 Chief Procurement Officer

 TITLE

IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.


LEGAL REPRESENTATIVE FOR ADHS:

Aubrey Joy Corcoran
Aubrey.JoyCorcoran (Dec 21, 2022 11:23 MST)

 SIGNATURE


Dec 21, 2022

 DATE

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By our signature below, the Arizona Health Care Cost Containment System (AHCCCS) agrees to abide by the terms and conditions set forth in the IGA regarding the Arizona Early Intervention Program as transmitted by ADES. This signature page shall be a part of the original IGA.

FOR AND ON BEHALF OF THE ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM (AHCCCS):


Meggan LaPorte (Dec 16, 2022 15:48 MST)

SIGNATURE

Meggan LaPorte

PRINTED NAME

Dec 16, 2022


DATE

Chief Procurement Officer

TITLE

IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.


LEGAL REPRESENTATIVE FOR AHCCCS:


Nicole Fries (Dec 19, 2022 10:12 MST)

SIGNATURE

Dec 19, 2022

DATE

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By our signature below, the Arizona Department of Child Safety (ADCS) agrees to abide by the terms and conditions set forth in the IGA regarding the Arizona Early Intervention Program as transmitted by ADES. This signature page shall be a part of the original IGA.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF CHILD SAFETY (ADCS):

Robert Navarro

Dec 21, 2022

SIGNATURE

DATE

Robert Navarro

Deputy Director Support Services

PRINTED NAME

TITLE

IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.


LEGAL REPRESENTATIVE FOR ADCS:

Randi Alexander

Dec 21, 2022

SIGNATURE

DATE

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By our signature below, the Arizona State School for the Deaf and the Blind (ASDB) agrees to abide by the terms and conditions set forth in the IGA regarding the Arizona Early Intervention Program as transmitted by ADES. This signature page shall be a part of the original IGA.

FOR AND ON BEHALF OF THE ARIZONA STATE SCHOOL FOR THE DEAF AND THE BLIND (ASDB):

Annette Reichman
Annette Reichman (Dec 22, 2022 10:33 MST)

Dec 22, 2022

SIGNATURE

DATE

Annette Reichman

Superintendent

PRINTED NAME

TITLE

IN ACCORDANCE WITH A.R.S. §11-952 THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS AGREEMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.


LEGAL REPRESENTATIVE FOR ASDB:

Debra Sterling
Debra Sterling (Dec 23, 2022 11:10 MST)

Dec 23, 2022

SIGNATURE

DATE

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1.0 ADES VISION AND MISSION STATEMENTS


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

2.0 PURPOSE OF AGREEMENT

- 2.1 The purpose of this agreement is to ensure interagency cooperation in the maintenance, assessment, and improvement of a statewide comprehensive, coordinated, multidisciplinary, and interagency program of early intervention services for eligible infants and toddlers, birth to age two (2) years, and their families.

3.0 DEFINITIONS

- 3.1 Arizona Department of Child Safety (ADCS): The state agency designated by A.R.S. § 8-451 to protect the children of Arizona.
- 3.2 Arizona Department of Economic Security (ADES): The state agency established by A.R.S. § 41-1952 to provide a variety of services to Arizonans and designated as the lead agency for implementing IDEA Part C pursuant to A.R.S. § 41-2022.
- 3.3 Arizona Department of Education (ADE): The state educational agency as defined in 34 C.F.R. § 300.41 that is tasked with implementing IDEA Part B.
- 3.4 Arizona Early Intervention Program (AzEIP): The program within ADES responsible for oversight of Arizona’s statewide interagency program of early intervention services for infants and toddlers, birth to three (3) years, with disabilities or significant developmental delays, and their families.
- 3.5 Arizona Health Care Cost Containment System (AHCCCS): The state agency established by A.R.S. §§ 36-2902 and 36-2903 as the Medicaid agency that offers health care programs to Arizonans.
- 3.6 Arizona Department of Health Services (ADHS): The State agency established by A.R.S. § 36-103 and 36-104 to administer public health support services to Arizonans.
- 3.7 Arizona State Schools for the Deaf and the Blind (ASDB): The state agency designated by A.R.S. §§ 15-1301 and 15-1302 to provide education for Arizonans who are sensory impaired.
- 3.8 Assessment: The procedures used to identify a child’s unique strength and needs and to determine, on an ongoing basis, the early intervention services appropriate to meet the needs of the child and the child’s family.
- 3.9 Division of Developmental Disabilities (DDD): The ADES division that provides support and services to enable eligible individuals with developmental disabilities to lead self-directed, healthy and meaningful lives.
- 3.10 Early Intervention Program (EIP): Arizona’s statewide interagency program of early intervention services for infants and toddlers, birth to two (2) years of age, with disabilities or significant developmental delays, and their families.

<h2 style="text-align: center;">Intergovernmental Agreement (IGA)</h2>	
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- 3.11 Individualized Family Service Plan (IFSP): A written plan providing the early intervention services to an eligible infant or toddler and the child's family.
- 3.12 Individuals with Disabilities Education Act (IDEA): The federal law that ensures students with a disability are provided with a free and appropriate education that is tailored to their needs.
- 3.13 Interagency Coordinating Council (ICC): Pursuant to A.R.S. §§ 41-2021(3) and 41-2022, the ICC is the council established by order of the governor in accordance with federal law to advise and assist ADES in developing and implementing the statewide early intervention system and in achieving full participation, coordination, and cooperation of all appropriate public agencies in the State of Arizona.
- 3.14 Party or Parties: Refers to the state agencies entering into this Agreement including: the Arizona Department of Economic Security (ADES), the Arizona Department of Education (ADE), the Arizona Department of Health Services (ADHS), the Arizona Health Care Cost Containment System (AHCCCS), the Arizona Department of Child Safety (ADCS), and the Arizona School for the Deaf and the Blind (ASDB).

4.0 PARTIES' RESPONSIBILITIES

- 4.1 The Parties agree to cooperate with ADES as the lead agency administering the early intervention programs and services, participate in the ICC as required, and comply and ensure compliance by third parties with which it contracts for EIP related services with State and Federal law, this Agreement, and the AzEIP Policy and Procedure Manuals.
- 4.2 ADES is responsible for:
 - 4.2.1 Oversight of the EIP, including interpretation of IDEA Part C, problem solving, dispute resolution, and management of the EIP;
 - 4.2.2 Funding a portion of EIP services when the child is dual eligible for AzEIP and DDD; and
- 4.3 ADE is responsible for:
 - 4.3.1 The transition of children when they reach the age of three (3) to pre-school programs; and
- 4.4 ADHS is responsible for:
 - 4.4.1 Providing sensory screening as outlined in Arizona Administrative Code, Title 9, Chapter; Department of Health Services – Health Program Services;
- 4.5 AHCCCS is responsible for:
 - 4.5.1 Funding EIP services as the Medicaid public insurance provider for Arizona;
- 4.6 ADCS is responsible for:
 - 4.6.1 Notifying ADES when it takes custody of a child who may benefit from EIP services;
- 4.7 ASDB is responsible for:
 - 4.7.1 Providing qualified hearing and vision personnel to participate in team meetings to prepare individualized family service plans for eligible children.

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5.0 DISPUTE RESOLUTION

- 5.1 If a dispute arises between the Parties;
- 5.1.1 The Parties shall attempt in good faith to resolve it informally
 - 5.1.2 If the dispute cannot be resolved informally within thirty (30) days, each Party may submit a written statement and any supporting documentation describing the dispute, and a proposed resolution to the Part C Coordinator via email.
 - 5.1.3 The written statement, any supporting documentation, and the proposed resolution must be received by the Part C Coordinator within ten (10) business days after the end of the informal dispute resolution process.
 - 5.1.4 Within thirty (30) days after receipt of the Parties' written submissions, the Part C Coordinator shall deliver or email a written determination to the Parties.
 - 5.1.5 Any Party to the dispute that is not satisfied with the determination of the Part C Coordinator may request in writing that the dispute be elevated to the ADES Deputy Director who oversees AzEIP. The request must be received by the ADES Deputy Director via email or USPS mail within ten business (10) days of the date of the Part C Coordinator's determination.
 - 5.1.6 The Deputy Director shall issue a decision within thirty (30) days, which shall be final and binding on all Parties.
 - 5.1.7 At no time during the dispute resolution process shall EIP services be discontinued to any child or family.
- 5.2 Disputes between the Parties that arise under this Agreement that are not resolved according to the process described in Section 5.1, shall be subject to arbitration to the extent required by A.R.S. §12-1518

6.0 EXTENSION

- 6.1 This agreement may be extended through a mutual written agreement.

7.0 TERMINATION

- 7.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.
- 7.2 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.

8.0 AMENDMENTS

- 8.1 This agreement may be amended only by mutual written amendment. No agent, employee or other representative of either Party is empowered to alter any of the terms of the agreement, unless amended in writing and signed by the authorized representative of the respective Parties.

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8.2 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:

8.2.1 Change of telephone number;

8.2.2 Change in authorized signatory; and/or

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

9.0 FINANCIAL RESPONSIBILITIES

9.1 Federal grant funds and state appropriated funds are issued directly to ADES, which uses the funds for its own administrative costs and for the payment of claims related to providing EIP services.

9.2 Each Party agrees it is responsible for its own administrative costs, except for certain costs submitted by ASDB to ADES in accordance with a separate Intergovernmental Agreement entered into between ADES and ASDB.

10.0 NOTICES

10.1 All notices, including non-material alterations of Party contacts and other information regarding this Agreement shall be sent to the following addresses:

Arizona Department of Economic Security
ATTN: Michelle Skurka
Division of Developmental Disabilities
1789 W. Jefferson St.
Phoenix, AZ 85007
Email: mskurka@azdes.gov

Arizona Department of Education
ATTN: Alissa Trollinger
Exceptional Student Services
1535 W. Jefferson St., Bin 24
Phoenix, AZ 85007
Email: Alissa.Trollinger@azed.gov

Arizona Department of Health Services
ATTN: Laura Luna Bellucci
Bureau of Women's Health and Children's Services
150 N. 18th Ave.
Phoenix, AZ 85007
Email: laura.bellucci@azdhs.gov

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Arizona Health Care Cost Containment System
ATTN: Megan LaPorte
Chief Procurement Officer
701 E. Jefferson St.
Phoenix, AZ 85034
Email: Meggan.LaPorte@azahcccs.gov

Arizona Department of Child Safety
ATTN: Jesse Atoigue
3003 N. Central Ave., 20th Fl.
Phoenix, AZ 85012
Email: Jesse.Atoigue@azdcs.gov

Arizona Schools for the Deaf and the Blind
ATTN: Annette Reichman
Superintendent
1200 W. Speedway Blvd.
Tucson, AZ 85745
Email: Annette.Reichman@asdb.az.gov

11.0 APPLICABLE LAW

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

12.0 ARBITRATION

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

13.0 AUDIT

13.1 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.

14.0 CONFIDENTIALITY

14.1 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

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permitted by law, the Contractor shall release information to ADES and to the Attorney General's Office as required by the terms of this agreement, by law or upon their request.

- 14.2 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.

15.0 INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, Department of Economic Security is self-insured per A.R.S. 41-621.

- 15.1 INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA
None.


- 15.2 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.

16.0 IT 508 COMPLIANCE

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

17.0 NON-AVAILABILITY OF FUNDS

- 17.1 In accordance with A.R.S. § 35-154, every payment obligation of the State under the agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this agreement, this agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

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18.0 NON-DISCRIMINATION

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

19.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

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

20.0 RIGHT OF OFFSET

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

21.0 SIGNATURES IN COUNTERPART

21.1 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.

22.0 THIRD-PARTY ANTITRUST VIOLATIONS

22.1 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.

23.0 ATTACHMENTS

None

24.0 EXHIBITS

None

25.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY

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


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- 25.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this agreement.
- 25.2 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:
- 25.2.1 Any person who applies for a contract with this State and that person's employees;
- 25.2.2 All employees of a contractor;
- 25.2.3 A subcontractor of a contractor and the subcontractor's employees; and
- 25.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 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:
- 25.6.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 25.6.2 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.
- 25.7 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.
- 25.8 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.

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26.0 DATA SHARING AGREEMENT

26.1 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.