

**MEMORANDUM OF UNDERSTANDING (MOU)  
No. DM20-004059**

**Memorandum of Understanding (MOU)  
Between  
Arizona Department of Economic Security (ADES), Arizona Early Intervention Program (AzEIP)  
and  
Arizona Department of Education (ADE), The Arizona Head Start Association (AZHSA)**

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**and**  
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**1. Term of the Agreement**

The Term of this MOU shall commence upon signature of both parties and shall continue for a period of five (5) years thereafter, unless terminated or cancelled as otherwise provided herein. The total MOU term shall not exceed a total of five (5) years from the effective date of the MOU.

This agreement shall take effect upon the signature of the approving officials of the respective agencies. This agreement may be amended by mutual agreement at any time or terminated with thirty (30) days written notice.

**2. Termination**

This Agreement remains in effect until terminated in accordance with Provision One (1) of this section, or as otherwise provided below:

**2.1 Termination without Cause**

Both the AzEIP and the Early Head Start (EHS) may terminate this Agreement at any time with thirty (30) calendar day notice, in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested or electronic signature.

**2.2 Termination for Default**

AzEIP reserves the right to terminate the Agreement in whole or in part due to the failure of the EHS to comply with any material obligation, term or condition of the Agreement, to acquire and maintain all required bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. EHS should receive written notice detailing the areas of non-performance and have thirty (30) days to correct non-performance prior to termination for default.

**2.3 Cancellation for Conflict of Interest**

Pursuant to A.R.S. § 38-511, the AzEIP may cancel this MOU within five (5) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of AzEIP is, or becomes at any time while the Agreement or an extension of the Agreement are in effect, an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the EHS receive written notice of the cancellation, unless the notices specifies a later time. If the EHS are a political subdivision of the AzEIP, it may also cancel this Agreement as provided in A.R.S. § 38-511; or disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy.

**2.4 Mutual Termination**

This Agreement may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables therein.

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- 3. Non-Discrimination**  
The parties shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment law, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take not discriminated against due to race, creed, color, religion, sex, national origin, or disability.
- 4. Records and Right of Inspection**  
Under A.R.S. § 35-214 and § 35.215, EHS shall retain all data and other records (“records”) relating to the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by AzEIP at reasonable times. EHS shall provide AzEIP the right of access to its facilities, serve at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.
- 5. Arbitration**  
The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement, after exhausting applicable administrative review, through arbitration to the extension required by A.R.S. § 12-1518.
- 6. Amendment or Modifications**  
No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless the same is in writing by the parties.
- 7. Arizona Law**  
The law of Arizona applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 8. Relationship of Parties**  
Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.
- 9. Severability**  
The Provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.
- 10. No Parole Evidence**  
This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 11. No Waiver**  
Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 12. Non-Disclosure**  
EHS shall not disclose, in whole or in part, the data described in this Agreement to any individual or agency not specifically authorized by this Agreement. EHS shall not disclose directly to, or use for the benefit of,

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any third-party confidential information, knowledge or data acquired by virtue of its relations with the other party named in this Agreement, without the prior written approval of the other Party. It is understood and agreed by the Parties that the obligations of this paragraph shall survive the expiration of termination of this Agreement.

**13. Purpose**

The purpose of this Agreement is to effectively identify children needing early intervention services and enhance coordination between programs to provide quality services for children with developmental delays or disabilities and their families by establishing a coordinated approach to providing services. AzEIP Service Providers and Early Head Start Programs can:

- Increase public awareness of resources for children and families.
- Identify young children with possible developmental delays or disabilities.
- Support families during the early intervention process.
- Coordinate comprehensive services for children and families and eliminate duplication to increase efficiency.
- Define roles and responsibilities for both programs and guide Service Providers in maintaining collaborative relationships between agencies to provide quality, comprehensive services to children and families.
- Meet Early Head Start Program requirement to establish and maintain a Memorandum of Understanding with the Arizona Early Intervention Program as per Head Start Program Performance Standards.

**14. Program Overview and Definitions**

**Arizona Early Intervention Program (AzEIP)**

Arizona Early Intervention Program (AzEIP) refers to all contracted Early Intervention Service Providers in Arizona, the Arizona State Schools for the Deaf and Blind, and Division of Developmental Disabilities.

The mission of the Arizona Early Intervention Program (AzEIP) builds upon and provides services, supports and resources to assist family members and caregivers to enhance children's learning and development through everyday learning opportunities. The Arizona Early Intervention Program is the statewide, comprehensive, coordinated, multidisciplinary, interagency system that provides early intervention services for infants and toddlers with disabilities and their families as governed by Part C of the Individuals with Disabilities Education Act (IDEA).

Early intervention (EI) services are supported by Federal and State funds, are provided by both state employees and contractors, and implemented through five "Participating Agencies":

- Arizona Department of Economic Security
  - Arizona Early Intervention Program, and its Team-Based Early Intervention Services (TBEIS) Contractors
  - Division of Developmental Disabilities (DDD)
- Arizona State Schools for the Deaf and the Blind (ASDB)
- Arizona Health Care Cost Containment System (AHCCCS)
- Arizona Department of Health Services (ADHS)
- Arizona Department of Education (ADE)

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**Early Head Start Program**

Early Head Start Program (EHS) refers to all Early Head Start Program Options including Early Head Start Home Based, Early Head Start Center Based, Early Head Start Family Childcare, Early Head Start Childcare Partnerships, Tribal Early Head Start, and Migrant and Seasonal Head Start Programs.

The goal of the program is to enhance children's physical, social, emotional, and cognitive development; to enable parents to be better caregivers and teachers to their children; and to help parents meet their own goals, including economic independence.

- Provides early, individualized child development and parent education services to income eligible families with infants and toddlers according to a plan developed jointly by the parents and staff.
- Provides services through an appropriate mix of home visits and experiences in the EHS Home Based Program Option.
- Provides early opportunities for infants and toddlers with and without disabilities to grow and develop together in nurturing and inclusive settings in EHS Center Based, Family Childcare, or Childcare Partnership Program Options.
- Ensures that the EHS Program is supportive and nurturing to families.
- Responds to the needs of families, including, where appropriate, the need for childcare while families attend school or work.
- Connects with other AzEIP Service Providers at the local level to ensure that a comprehensive array of health, nutrition, and other services are provided to the program's pregnant women, very young children, and their families.
- Recruits, trains, and supervises high quality staff, ensuring the kind of warm and continuous relationships between caregivers and children that are crucial to learning and development for infants and toddlers.
- Ensures parent involvement in policy and decision making.
- Coordinates with local Head Start Program and other child development programs to ensure continuity of services for children and families.

**15. Mutual Philosophy**

Arizona Early Intervention Program and Early Head Start Program share the following beliefs:

- Services should be individualized, family centered, respect the cultural and linguistic diversity of families, and be provided within the natural environments and routines of the child and family.
- Partnership and collaborations between both programs and families will ensure that available services are maximized to meet the needs of the child and family.
- Communication between all parties is essential to effective partnership and should be maintained on an ongoing basis.
- Collaboration between AzEIP and EHS enhances the quality and extends the resources of both programs.
- Programs should collaborate to develop a single, comprehensive plan with families.

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**AREA I: Public Awareness**

<b>Public Awareness</b>	
AzEIP (34 CFR 303.320)	EHS (45 CFR 1302.13)
<ul style="list-style-type: none"> <li>• Provide referral sources and educate public agencies at the State and local level, private providers, professional associations, parent groups, and the general population that have direct interest in providing early intervention services about eligibility criteria and the procedures for referring and accessing early intervention services. Methods for informing the general public about the provisions of services can include pamphlets, local brochures, and/or the AzEIP Toll free number.</li> </ul>	<ul style="list-style-type: none"> <li>• In order to reach those most in need of services, a program must develop and implement a recruitment process designed to actively inform all families with eligible children within the recruitment area of the availability of program services, and encourage and assist them in applying for admission to the program. A program must include specific efforts to actively locate and recruit children with disabilities and other vulnerable children, including homeless children and children in foster care.</li> </ul>

**Intent Statement:** To promote awareness of the importance of early development and the availability of supports and services through AzEIP and EHS.

**AzEIP and EHS will:**

- Identify shared opportunities for informing families and the community of AzEIP and EHS, including but not limited to, libraries, pediatricians, health fairs, childcare centers, and events for families and young children.
- Expand public awareness efforts to include a variety of opportunities, supports, and services available for families with infants and toddlers within the community.
- Work collaboratively to develop shared brochures, email blasts, and content for distribution.

**AzEIP will:**

- Regularly inform Service Coordinators on services provided by EHS including how to connect with local Head Start Programs, and how to make referrals.
- Ensure Service Coordinators share information about EHS with families and inform them on steps for referral when appropriate.
- Guide Service Coordinators to ask families if they are receiving services with EHS at the initial visit and if so, ask family for permission to share information with that program. When permission is given, the Service Coordinator will ask the family to sign a Consent to Share Information and contact the EHS program to share information as indicated on consent to share information, and coordinate services when appropriate.

**EHS will:**

- Regularly inform EHS staff on services provided by AzEIP, how to collaborate with Service Providers, and refer children when applicable.

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- Request that intake staff ask families if children are receiving services with AzEIP and appropriately complete a Consent to Share Information with family.
- Contact AzEIP Service Provider to coordinate services.

**AREA II: Child Find and Referral**

**Intent Statement:** To ensure that all children who may or may not be eligible for AzEIP and EHS Programs are identified as early as possible and families are assisted in accessing timely and coordinated services.

<b>Child Find and Referral</b>	
AzEIP (34 CFR 303.302,303.303, 303.310)	EHS (45 CFR 1302.33, 1302.63)
<ul style="list-style-type: none"> <li>• Ensure all infants and toddlers with disabilities who are potentially eligible for early intervention services are identified, located and evaluated.</li> <li>• This includes infants and toddlers who reside on a reservation geographically located in the State, homeless, foster care, and ward of the State.</li> <li>• Coordinate with all other major State agencies such as education, public health facilities, homeless family shelters, Domestic violence agencies, and other social programs.</li> <li>• Ensure coordination with primary referral sources including hospitals, physicians, parents, childcare programs, Local Education Agency (LEA's), and schools.</li> <li>• Discuss with parents written parental consent to obtain medical records, consent for evaluation and permission to share information with other agencies.</li> <li>• Conduct a screening, initial evaluation and initial assessments of the child and family, and the initial IFSP meeting must be completed with 45 days of the referral.</li> </ul>	<ul style="list-style-type: none"> <li>• In collaboration with each child's parent and with parental consent, a program must complete or obtain a current developmental screening to identify concerns regarding a child's developmental, behavioral, motor, language, social, cognitive, and emotional skills within 45 calendar days of when the child first attends the program or, for the home-based program option, receives a home visit.</li> <li>• A program that operates for 90 days or less must complete or obtain a current developmental screening within 30 calendar days of when the child first attends the program.</li> <li>• A program must coordinate with the local agency (AzEIP) responsible for implementing IDEA to identify children enrolled or who intend to enroll in a program that may be eligible for services under IDEA, and through participation in the local agency Child Find efforts.</li> </ul>

**AzEIP and EHS will:**

- Develop procedures and provide acceptable consent forms to programs for sharing referral or application information, screening, evaluations, family and child histories, and health information.
- Outline the referral processes and procedures for AzEIP and EHS.
- Establish procedures on how to maintain up to date contact information for AzEIP and EHS agencies.
- Communicate effectively to help minimize families needing to re-tell pertinent information or personal stories to multiple agencies.

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- Work together to provide comprehensive services for children and families to meet the needs of the family and child.

**AzEIP will:**

- Provide acceptable Consent to Share Information form and procedures to EHS.
- Advise Service Coordinators to complete a Consent to Share Information with families at initial visit to ensure timely coordination of services between agencies.
- When families have provided consent, update EHS on screening and evaluation progress and invite EHS staff to initial IFSP meetings, or other meetings as requested by families.

**EHS will:**

- Conduct developmental, sensory (hearing and vision), and behavioral screenings in collaboration with families as regulated by Head Start Program Performance Standards.
- Complete referral to AzEIP with consent of family for children scoring below the cut off on developmental, sensory, and/or behavioral screening.
- Provide AzEIP Service Providing Agency copies of developmental, sensory, and/or behavioral screenings as well as Consent to Share Information, upon referral to AzEIP.

**AREA III: Evaluation for Eligibility Determination**

**Intent Statement:** To provide an overview of the eligibility criteria of AzEIP and EHS programs and how to support families in the eligibility process.

<b>Eligibility Determination</b>	
<b>AzEIP (34 CFR 303.321)</b>	<b>EHS (45 CFR 1302.12, 1302.14)</b>
<ul style="list-style-type: none"> <li>• Within two (2) business days from the date of referral the family will receive a phone call from the Service Coordinator with the assigned TBEIS Contractor.</li> <li>• The assigned TBEIS Contractor or team meets the family within ten business (10) days from the initial referral date to discuss early intervention program and complete an initial visit when appropriate.</li> <li>• Obtain a parent consent for each child under the age of three who is referred for evaluation or early intervention services.</li> <li>• The assigned TBEIS Contractor will conduct an eligibility determination either by record review or a Multidisciplinary evaluation and review of all information to determine eligibility for program.</li> <li>• If the child is eligible for services, a multidisciplinary assessment of the child and family strengths and needs of the child's is noted on the Individual Family Service Plan</li> </ul>	<ul style="list-style-type: none"> <li>• For Early Head Start, except when transitioning to Head Start, a child must be an infant or toddler younger than three years old.</li> <li>• The family's income is equal to or below the poverty line.</li> <li>• The family is eligible for or would be potentially eligible for public assistance, including Temporary Assistance for Needy Families (TANF) child-only payments.</li> <li>• The child is homeless.</li> <li>• The child is in foster care.</li> <li>• If the family does not meet the above, a program may enroll a child who would benefit from services, provided that these participants only make up to 10 percent of a program's enrollment.</li> <li>• <i>Migrant or Seasonal eligibility requirements.</i> A child is eligible for Migrant or Seasonal Head Start, if the family meets an eligibility criterion in paragraphs (c) and (d) of section 1302.12; and</li> </ul>



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<p>(IFSP) to receive appropriate early intervention services to meet the developmental needs of the child and family.</p> <ul style="list-style-type: none"> <li>• An Initial Planning Process (IPP) which includes referral, initial visit, screening, eligibility determination, and Individual Family Service Plan (IFSP) must be completed within 45 days from the date the referral is received.</li> </ul>	<p>the family's income comes primarily from agricultural work.</p> <ul style="list-style-type: none"> <li>• A program must ensure at least 10 percent of its total funded enrollment is filled by children eligible for services under IDEA.</li> </ul>
<p><b>Evaluation and Eligibility determination</b></p>	
<p>AzEIP (34 CFR 303.321 (ii))</p>	<p>EHS (45 CFR 1302.33, 1302.61)</p>
<ul style="list-style-type: none"> <li>• A child is determined eligible for AzEIP services by a multidisciplinary team, if the child is between birth and 36 months of age with</li> <li>• A 50% delay in one of the following domains: <ul style="list-style-type: none"> <li>○ Cognitive</li> <li>○ Communication</li> <li>○ Physical</li> <li>○ Adaptive</li> <li>○ Social-Emotional</li> </ul> </li> <li>• An Established Condition</li> </ul>	<ul style="list-style-type: none"> <li>• If warranted through screening and additional relevant information and with direct guidance from a mental health or child development professional a program must, with the parent's consent, promptly and appropriately address any needs identified through:  Referral to the local agency responsible for implementing IDEA for a formal evaluation to assess the child's eligibility for services under IDEA as soon as possible, and not to exceed timelines required under IDEA; and,  (ii) Partnership with the child's parents and the relevant local agency to support families through the formal evaluation process.</li> <li>• While the local agency responsible for implementing IDEA determines a child's eligibility, a program must provide individualized services and supports, to the maximum extent possible, to meet the child's needs. Such additional supports may be available through a child's health insurance or it may be appropriate or required to provide the needed services and supports under section 504 of the Rehabilitation Act if the child satisfies the definition of disability in section 705(9)(b) of the Rehabilitation Act. When such supports are not available through alternate means, pending the evaluation results and eligibility determination, a program must individualize program services based on available information such as parent input and child observation and assessment data and may use program funds for these purposes.</li> <li>• Parents of children eligible for services under IDEA. For parents of children eligible for services under IDEA, a program must also help parents:</li> </ul>

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	<ul style="list-style-type: none"><li>• Understand the referral, evaluation, and service timelines required under IDEA;</li><li>• Actively participate in the eligibility process and IFSP development process with the local agency responsible for implementing IDEA, including by informing parents of their right to invite the program to participate in all meetings.</li><li>• Understand the purposes and results of evaluations and services provided under an IFSP or IEP; and,</li><li>• Ensure their children’s needs are accurately identified in, and addressed through, the IFSP.</li></ul>
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**GUIDANCE NOTES**

Children can simultaneously receive services from AzEIP and EHS. Collaboration between programs further supports comprehensive services for children and families.

AzEIP is required to adhere to regulations for evaluation and eligibility requirements as identified in the Individual’s with Disabilities Education Act Part C as well as any guidance determined by state governing body. Regulations include requirement to complete evaluation, eligibility determinations, and development of initial IFSP within forty-five days of date of initial referral at no cost to the family.

EHS Programs are required to adhere to regulations for determining, verifying, and documenting eligibility as well as any applicable state licensing requirements for center-based program options.

EHS must develop outreach and enrollment policies and procedures that consider meeting the needs of children with identified delays/disabilities. Provisions exist in regulations for programs to enroll a child who would benefit from services even if over income guidelines. Contacting local EHS Programs to assist families in the application and eligibility verification process is highly recommended to avoid confusion on which children are eligible for program services.

Head Start Program Performance Standards requires program support for families during the referral and evaluation process as well as continual coordination and collaboration with early intervention programs. EHS staff are knowledgeable of child and family needs and can provide support to the family and early intervention professionals for evaluation and administration of services.

**AzEIP will:**

- Evaluate, determine eligibility, and develop Initial IFSP if applicable within forty-five days of the initial referral at no cost to the family.
- Coordinate with EHS with parental consent to ensure collaborative services.

**EHS will:**

- Develop system for obtaining parental consent/release of information to assist in eligibility determination.

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- Serve as a resource partner to ensure families are fully informed and actively provide support to the team during evaluation process with parental permission.

**AREA IV: Integrated Planning Process and Implementation of the Individualized Family Service Plan (IFSP)**

**Intent Statement:** Families will experience a single, coordinated planning process resulting in a plan developed to meet the individual needs of each family and child, within the context of their everyday interactions, routines and activities, and the legal requirements of both AzEIP and EHS.

<b>Individualized Family Service Plan/Family Partnership Agreement</b>	
AzEIP (34 CRF 303.340)	EHS (45 CFR 1302.52, 1302.61)

**AzEIP and EHS will:**

- Collaboratively participate as members of the family’s multidisciplinary team, developing IFSP’s together with parental consent.
- Clearly identify family’s existing resources, priorities, and interests; and then assign roles and responsibilities according to the strengths and expertise of family members, AzEIP IFSP team members, EHS, and other participants on a family’s IFSP team.
- Clearly delineate roles and responsibilities in the IFSP. As the family and child’s needs change, the roles and responsibilities may shift.
- Establish on-going communication among families and Service Providers from AzEIP, EHS, and collaborative partners.
- Maximize array of supports and services available to the child and family, while ensuring in the IFSP supports and services are complimentary, cost effective, and responsive to the family’s identified strengths, contributions, priorities, and interests.

**AzEIP will:**

- With parental consent shall;
  - Invite EHS team members to IFSP meetings.
  - Consider existing information/documentation provided by EHS and other collaborative partners in the development of the IFSP.
  - Share copies of the IFSP with team members within two weeks of completion.

**EHS will:**

- Collaboratively participate as a team member of the multi-disciplinary team.
- With parental consent, provide existing information and/or documentation that supports the development of the IFSP.

**AREA V: Integrated Service Delivery and Coordination**

**Intent Statement:** To work as a team in conjunction with families, the AzEIP and EHS will provide service delivery and coordination that will be complimentary, effective, and responsive to family needs. Recognizing that each child and family has unique and varying needs that shift over time. AzEIP and EHS will assign and adjust responsibilities, to capitalize on the strengths of families, and of both programs.

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<b>Integrated Service Delivery and Coordination</b>	
AzEIP (34 CSF 303.34)	EHS (45 CFR 1302.53, 1302.62, 1302.63)
<ul style="list-style-type: none"> <li>• AzEIP will provide service coordination services to assist and enable an infant or toddler with a disability and the child’s family to receive the services and rights, including procedural safeguards required for Part C services.</li> <li>• Service Coordination responsibilities Include:               <ul style="list-style-type: none"> <li>• Coordinate all services required under Part C across agency lines.</li> <li>• Assist parents of infants and toddlers with disabilities in gaining access to, and coordinating the provision of the early intervention services required under Part C.</li> <li>• Service as the single point of contact for carrying out the activities.</li> <li>• Assist parents of infants and toddlers with disabilities in obtaining access to needed early intervention services and other services identified in the IFSP, including making referrals to provider for needed services and scheduling appointments.</li> <li>• Coordinate the provision of early intervention services and other services such as educational, social, and medical services that are not provided for diagnostic or evaluative purposes that the child needs or is being provided.</li> <li>• Coordinate evaluations and assessments.</li> <li>• Facilitate and participate in the development, review, and evaluation of the IFSP.</li> <li>• Conduct referrals and other activities to assist families in identifying available contractors who can assist with the development of the child.</li> <li>• Coordinate, facilitate, and monitor the delivery of services are provided timely.</li> <li>• Coordinate the funding sources for services.</li> <li>• Facilitate the development of a transition plan to preschool, school, or if appropriate to other services.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• A program must establish ongoing collaborative relationships and partnerships with community organizations such as establishing joint agreements, procedures, or contracts and arranging for onsite delivery of services as appropriate, to facilitate access to community services that are responsive to children’s and families’ needs and family partnership goals, and community needs and resources, as determined by the community assessment.</li> <li>• A program must participate in the development of the IFSP if requested by the child’s parents, and the implementation of the IFSP. At a minimum, the program must offer:               <ul style="list-style-type: none"> <li>• To provide relevant information from its screenings, assessments, and observations to the team developing a child’s IFSP; and,</li> <li>• To participate in meetings with the local agency responsible for implementing IDEA to develop or review an IFSP for a child being considered for Early Head Start enrollment, a currently enrolled child, or a child transitioning from a program.</li> </ul> </li> <li>• A program must assist parents to access services and resources for their family, including securing adaptive equipment and devices and supports available through a child’s health insurance or other entities, creating linkages to family support programs, and helping parents establish eligibility for additional support programs, as needed and practicable.</li> </ul>

**AzEIP and EHS will:**

- Identify single point of contact from each program so that on-going coordination, collaboration, and communication will occur.
- Understand the role and scope of each program’s coordination responsibilities.

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- Identify specific roles, responsibilities, and strategies for addressing family’s priorities, resources, and interests as they shift over time.
- Maintain regular communication about the dually served child and family’s needs, and related service updates and changes through the 6-month and annual review of IFSP’s, with parental consent.

**AzEIP will:**

- With parent’s permission invite the EHS Program that is serving the family to regular meetings.
- With parent’s permission will share copy of the existing Developmental Evaluation Report, Assessment reports, Transition paperwork, and current IFSP.

**EHS will:**

- Participate in the development of the IFSP with permission from the child’s parents and assist with the implementation of the IFSP.
- Retain a copy of the IFSP for any child enrolled in EHS for the time the child is in the program, consistent with the IDEA requirement in 34 CFR parts 300 and 303.
- With parent’s permission attend any meeting related to and not limited to discussions about the child’s IFSP, progress, goals, and services.

**AREA VI Transition**

**Intent Statement:** Ensure that families experience smooth, seamless transitions, which provide continuity of appropriate services and are comprehensive, coordinated, and promote the empowerment of families as advocates for their children.

<b>Transition</b>	
<p>AzEIP (34 CRF303.344)</p> <ul style="list-style-type: none"> <li>• The Service Coordinator is responsible for ensuring that the IFSP include the steps and services to be taken to support the smooth transition for the child include;</li> <li>• Discussions with, and training of, parents as appropriate, regarding future placements and other matters related to the child’s transition.</li> <li>• Procedures to prepare the child for changes in services delivery, including steps to help the child adjust to the new setting.</li> <li>• With parental consent service coordinator is responsible for arranging and facilitating transition meeting and provide copies of the most recent evaluation, assessments, and current IFSP.</li> <li>• Transition Conferences to be held between 2 years six months and 2 years 9 months with those programs the family is interested in, such as Head Start and/or the LEA. AzEIP</li> </ul>	<p>EHS (45 CFR 1302.61, 1302.70)</p> <ul style="list-style-type: none"> <li>• An Early Head Start Program must implement strategies and practices to support successful transitions for children and their families transitioning out of Early Head Start.</li> <li>• To ensure the most appropriate placement and service following participation in Early Head Start, such programs must, at least six months prior to each child’s third birthday, implement transition planning for each child and family that: (1) Takes into account the child’s developmental level and health and disability status, progress made by the child and family while in Early Head Start, current and changing family circumstances and, the availability of Head Start, other public pre-kindergarten, and other early education and child development services in the community that will meet the needs of the child and family; and, (2) Transitions the child into Head Start or another program as soon as possible after the</li> </ul>

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<p>Service Coordinator is responsible for facilitating the transition at age 3.</p>	<p>child's third birthday but permits the child to remain in Early Head Start for a limited number of additional months following the child's third birthday if necessary for an appropriate transition.</p> <ul style="list-style-type: none"><li>• For children with an IFSP who are transitioning out of Early Head Start, collaborate with the parents, and the local agency responsible for implementing IDEA, to ensure appropriate steps are undertaken in a timely and appropriate manner to determine the child's eligibility for services under Part B of IDEA.</li></ul>
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**AzEIP and EHS will:**

- Work together to promote successful collaboration and communication surrounding transitions, including joint planning and discussions of transitions throughout enrollment in AzEIP and EHS.
- Ensure families understand program options and information regarding the least restrictive environment.
- Share with each other and parents, the options available for the child when the child transitions out of AzEIP.

***Transitions does not only occur when a child turns 3 but can happen at any time during program participation.***

**AzEIP will:**

- Coordinate efforts in assisting the family through the transition process.
- Identify specific roles and responsibilities in the IFSP Transition Planning Meeting to ensure families are supported with consistent information.
- Ensure transition activities are undertaken in a timely and appropriate manner.
- Before a child transitions out of AzEIP, ensure that parents have copies of their child's IFSP, evaluation and assessment reports.
- Provide ongoing training to all staff on transition activities, including available placement options and how to support families during transitions.

**EHS will:**

- Collaborate with parents to implement strategies and activities that support successful transitions from the Early Head Start Program.
- Provide the parents with information about their child's progress during their participation in the program and provide strategies for parents to continue their involvement in and advocacy for the education and development of their child.
- Support families to ensure transition activities are undertaken in a timely and appropriate manner.

**AREA VII Personnel Development**

**Intent Statement:** To ensure that the comprehensive, coordinated supports and services to families enrolled in both AzEIP and EHS are delivered by qualified personnel.

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<b>Personnel Development</b>	
AzEIP (34 CFR 303.118)	EHS (45 CFR 1302.91)
<ul style="list-style-type: none"> <li>• Provide a comprehensive system of personnel development, including the training of paraprofessionals and the training of primary referral sources with respect to the basic components of early intervention services which include:</li> <li>• Train personnel to implement strategies and activities for the recruitment and retention of providers.</li> <li>• Train personnel to coordinate transition services for infants and toddlers with disabilities who are transition from an early intervention service program to preschool program, Early Head Start, elementary school program, or another appropriate program.</li> <li>• Train personnel to work in rural and inner-city areas.</li> <li>• Train personnel in the emotional and social development of a child.</li> <li>• Train personnel to be consistent with early learning personnel developmental standards funded under the State Advisory Council on Early Childhood Education and Care established under the Head Start Act.</li> </ul>	<ul style="list-style-type: none"> <li>• A program must ensure all staff, consultants, and contractors engaged in the delivery of program services have sufficient knowledge, training and experience, and competencies to fulfill the roles and responsibilities of their positions and to ensure high-quality service delivery in accordance with the program performance standards. A program must provide ongoing training and professional development to support staff in fulfilling their roles and responsibilities.</li> <li>• A program must provide to all new staff, consultants, and volunteers an orientation that focuses on, at a minimum, the goals and underlying philosophy of the program and on the ways, they are implemented.</li> </ul>

**AzEIP and EHS will:**

- Identify opportunities (such as cross and shared trainings) for AzEIP and EHS staff to build relationships with one another so they can maximize the knowledge and expertise they bring to the team.
- Develop cross trainings to understand the role and scope of each program (AzEIP and EHS) to provide thorough information and supports to the families.
- Promote continuous/ongoing training efforts regarding the implementation of the Memorandum of Understanding.
- Collaborate in providing shared trainings and workshops on mutually appropriate topics for AzEIP and EHS staff.
- Address one another's requests for technical assistance when needed.

**AzEIP will:**

- Provide trainings to all Service Coordinators on services provided by EHS including how to connect with the local Head Start Grantees, and how to make referrals.
- Notify one another of pertinent training sessions scheduled so that AzEIP and EHS staff and/or parents can attend when appropriate.

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**EHS will:**

- Provide trainings to all their staff on the referral, eligibility, and service implementation process for children birth to the age of three.
- Advise AzEIP contractors of any trainings they will be providing to their staff to see if AzEIP Providers are interested in participating.

**AREA VII Procedural Safeguards**

**Intent Statement:** To ensure the rights of children and families are protected.

<b>Procedural Safeguards</b>	
AzEIP (34 CRF303.400)	EHS (45 CFR 1302.53)
<ul style="list-style-type: none"> <li>• Before information is shared, parents must give informed consent.</li> <li>• Parents must be given a notice, in writing, within a reasonable amount of time before the IPP/IFSP team proposes or refuses to begin or change the child’s evaluation, the child’s eligibility status, or early intervention supports/services.</li> <li>• Parents must give written consent before the first evaluation, which is used to help determine a child’s eligibility for the program, and before beginning any early intervention support/services.</li> <li>• Parents can choose whether they want to accept any early intervention support or service. Parents can choose to decline one support(s) or service(s) and still receive others.</li> <li>• Parents have the right to review all of their child’s educational records.</li> </ul>	<ul style="list-style-type: none"> <li>• A program must take an active role in promoting coordinated systems of comprehensive early childhood services to low-income children and families in their community through communication, cooperation, and the sharing of information among agencies and their community partners, while protecting the privacy of child records in accordance with Head Start Program Performance Standards and applicable federal, state, local, and tribal laws.</li> </ul>

**AzEIP and EHS will:**

- Participate in shared training on AzEIP Procedural Safeguards so that AzEIP and EHS staff ensure parents’ understanding of rights, protections and responsibilities under Part C of IDEA.

**AzEIP will:**

- Explain AzEIP Procedural Safeguards to families in their home language.

**EHS will:**

- Establish ongoing collaborative relationships and partnerships with community organizations such as establishing joint agreements, procedures, or contracts and arranging for onsite delivery of services as appropriate, to facilitate access to community services that are responsive to children’s and families’ needs and family partnership goals.
- Identify community needs and resources, as determined by the community assessment.



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**AREA IX: Administration and Monitoring**

**Intent Statement:** To ensure compliance with Federal Regulations for both AzEIP and EHS, including AzEIP Policies and Procedures, and Head Start Program Performance Standards. Provide ongoing technical assistance for any identified needs.

<b>Administration and Monitoring</b>	
<b>AzEIP (34 CRF 303.120)</b>	<b>EHS (45 CFR 1302.102)</b>
<ul style="list-style-type: none"> <li>• The Lead agency (ADES) is responsible for:               <ul style="list-style-type: none"> <li>• The general Administration and supervision of programs and activities administrated by agencies, institutions, organizations, and EIS providers receiving assistance under Part C IDEA.</li> <li>• The monitoring of agencies/programs and activities used by the state to carry out this part.</li> <li>• Enforcing any obligations imposed on those agencies, institutions, organizations, and Early Interventions Service Providers under Part C of the Act.</li> <li>• Provide technical assistance if necessary, to those agencies, institutions, organizations, and EIS providers.</li> <li>• Correcting any noncompliance identified through monitoring within one year after the lead agency identifies deficiencies.</li> </ul> </li> </ul>	<p>In order to ensure effective ongoing oversight and correction, a program must establish and implement a system of ongoing oversight that ensures effective implementation of the program performance standards, including ensuring child safety, and other applicable federal regulations as described in this part, and must:</p> <ol style="list-style-type: none"> <li>1. Collect and use data to inform this process;</li> <li>2. Correct quality and compliance issues immediately, or as quickly as possible;</li> <li>3. Work with the governing body and the policy council to address issues during the ongoing oversight and correction process and during federal oversight; and,</li> <li>4. Implement procedures that prevent recurrence of previous quality and compliance issues, including previously identified deficiencies, safety incidents, and audit findings.</li> </ol>

**AzEIP and EHS will:**

- Ensure that all components of local agreements remain relevant and meet compliance requirements. Local interagency agreements or MOUs should be reviewed every three years.
- Incorporate into AzEIP and EHS monitoring systems a means to evaluate effective interagency coordination between EHS and AzEIP.

**AzEIP will:**

- Provide or assist their communities to access technical assistance regarding IDEA regulations, and other topics related to implementing supports and services to infants and toddlers with disabilities and their families.
- Represent AzEIP in the development, implementation, and on-going review of the statewide MOU
- Facilitate discussions to identify issues and barriers related to implementing AzEIP at the local level.
- Participate in collaborative monitoring as appropriate.

**EHS will:**

- Work closely with the local agency responsible for implementing IDEA, the family, and other service partners as appropriate to ensure.
- Plan and deliver services for a child with developmental delays/disabilities as required by their IFSP.

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- Assist children to work towards their goals in their IFSP.
- Coordinate with other appropriate agencies, related Service Providers, and specialists to execute elements of the IFSP that the program cannot implement.
- Ensure IFSP's are being reviewed and revised as required by IDEA.
- Provide services during home visits or in the child's regular Early Head Start Classroom, Family Child Care Setting, or Childcare Partnership Site to the greatest extent possible.
- Participate in any collaborative monitoring meeting proposed by AzEIP.
- Collaborate in discussions to identify issues and barriers experienced by EHS parents and staff.

**Area X Dispute Resolution**

**Intent Statement:** To ensure that the identification of systems strengths, issues and barriers, as well as strategies to resolve identified issues will result in collaborative and consistent implementation of local Memorandum of Understanding (MOU).

**GUIDANCE NOTES**

This section refers only to systemic disputes related to the implementation of the MOU.

Include key stakeholders in the development and ongoing evaluation of the MOU, such as the EHS Grantees and/or Delegate agencies, local representatives from the AzEIP participating agencies, and families. This may help facilitate the agreement and a shared understanding of the purpose and scope of the MOU, and thus reduce the likelihood of disputes.

Develop written procedures that include joint, periodic review of the MOU to identify strengths, issues, and barriers to implementation. Procedures should also include strategies and mechanisms for resolving system issues and disputes at the local level. For example:

- Identify and utilize existing opportunities to review MOU, such as the local management teams.
- Access technical assistance, training, or facilitative support through the local AzEIP Program Coordinator and/or the EHS Program Administrator.
- Build in on-going opportunities to identify where the successes and barriers are in implementing the MOU (i.e. teaming, communication).

Interested parties should attempt to resolve disputes between the individuals involved in the dispute and, if necessary, their supervisors and respective administration.

If resolution cannot be reached between the programs, an outside mediator can be sought. Agencies will define and agree upon terms in advance, with considerations for cost and available resources. For example, agencies may decide that payment for mediation will be split equally between parties. Another option might be that the party seeking resolution through mediation pays for the mediation services.

**Appendix: MOU Development Participants**

Stephanie Collier, Inclusion Specialist, City of Phoenix Head Start Birth to Five Program  
Tami Philips, Inclusion Coordinator, Maricopa County Head Start Zero-Five Program  
Maria Pimentel, Disabilities & Mental Health Coordinator, Chicanos Por La Causa, Inc.  
Julissa Leal, Family Support Assistant Manager, Early Head Start Child Crisis Arizona  
Alicia Amundson, IDEA Part C Coordinator, AzEIP Program Administrator  
Lisa Monreal, AzEIP Contracts Manager

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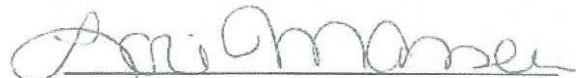
Term of Agreement

This agreement become effective immediately upon receipt of signatures and remains in effect until it is revised with the consent of all parties.

ARIZONA DEPARTMENT OF ECONOMIC  
SECURITY, ARIZONA EARLY INTERVENTION  
PROGRAM

ARIZONA DEPARTMENT OF EDUCATION,  
ARIZONA HEAD START COLLABORATION  
OFFICE

  
Signature

  
Signature

ADESIAz EIP Part C Coordinator  
Title

ADF ECE Director - AZHSCO  
Title Director