



INTERGOVERNMENTAL AGREEMENT (IGA)

ARIZONA DEPARTMENT OF EDUCATION
 1535 W. Jefferson, Bin # 37
 Phoenix, Arizona 85007
 (602) 364-2517

IGA No: 25-02-ED
 AHCCCS #YH25-0047

**PROJECT TITLE: DISPUTE
 RESOLUTION IN RESIDENTIAL
 TREATMENT CENTER PLACEMENT**

Effective Date: Upon Execution

Termination Date: September 30, 2025

Pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 et seq. this Intergovernmental Agreement is entered into by the Arizona Department of Education ("ADE"), an agency of the State of Arizona, and the Arizona Health Care Cost Containment System (AHCCCS) ("CONTRACTOR"). Pursuant to A.R.S. § 11-951 et seq. both parties are authorized to enter into agreements for the joint exercise of any power common to the contracting parties as to governmental functions necessary to the public health, safety and welfare, and the proprietary functions of such public agencies.

Therefore, ADE and the CONTRACTOR agree to abide by all the terms and conditions set forth in this agreement.

For and on behalf of the CONTRACTOR:

For and on behalf of the Arizona Department of Education
 1535 W Jefferson Street, Bin # 37
 Phoenix, Arizona 85007

801 East Jefferson, MD
 4100

Phoenix Arizona 85034

DocuSigned by:

10/22/2024

Signature of Person Authorized to Sign Date
 Meggan LaPorte

Signature of Person Authorized to Sign Date

Printed Name
 Chief Procurement Officer

Printed Name

Title

Title

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. § 11-952, this agreement has been reviewed by the undersigned who has determined that this agreement is in appropriate form and within the powers and authority granted to the respective public body.

Signed by:

10F828DCA92C458...

Nicole Fries Signature Deputy General Counsel

Signature

10/22/2024 Typed Name and Title

Typed Name and Title

Date

Date



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1. Purpose of Agreement

The Arizona Department of Education (ADE) and the Arizona Health Care Cost Containment System (AHCCCS) make this Interagency Services Agreement (Agreement) for the purpose of establishing a mechanism for resolving disputes over the placement of a student with a disability in a residential treatment center (RTC) when the individualized education program determines a residential special education placement is necessary pursuant to A.R.S. § 15-765(G). With the consensus decision of the individualized education program team as prescribed in section 15-766, a residential special education placement shall be made by the public education agency (PEA) and the appropriate state agency. Pursuant to A.R.S. § 15-765(J), if the student's Public Education Agency and AHCCCS, where applicable, cannot mutually agree on the specific residential placement to be made this agreement would require both parties in taking efforts to come to a decision to ensure a child with a disability receives an appropriate residential special education placement.

2. Definitions

- "Child (student) with a disability" as defined by meaning that the child has been evaluated as having a qualifying disability, and by reason thereof needs special education. [See 34 C.F.R. § 300.8(a)]
- "Fund" means the special education fund that consists of legislative appropriations to the account for special education institutional vouchers as stated in A.R.S. § 15-1202.
- "Health Care Decision Maker" means an individual who is authorized to make health care treatment decisions for a person, including the parent of a minor or an individual who is authorized pursuant to A.R.S. Title 14, Chapter 5, Article 2 or 3, or A.R.S. §§ 36-3221, 36-3231.
- "Health Plan" is an organization or entity that is contracted with AHCCCS to provide services to members either directly or through subcontracts with providers, in conformance with contractual requirements and Federal and State law, rule, regulations, and policies.
- "IEP" means "individualized education program," as that term is defined by 20 U.S.C. § 1401(14) and 34 C.F.R. § 300.320 and A.R.S. § 15-761(11).
- "IEP Team" means "individualized education program team" as that term is defined by 20 U.S.C. § 1414, 34 C.F.R. § 300.321, and A.R.S. § 15-761(12).
- "Least Restrictive Environment," as explained in 34 C.F.R § 300.114, means an environment in which a school can ensure that a student with disability is educated in the regular classroom environment to the maximum extent appropriate or, to the extent such placement is not appropriate, in an environment that is least likely to segregate the student from his or her nondisabled peers.
- "Medically Necessary" as defined under A.A.C. R9-22-101(B) means a covered service provided by a physician or other licensed practitioner of the health arts within the scope of practice under State law to prevent disease, disability or other adverse conditions or their progression, or prolong life.
- "Mental Health Provider" means any physician or provider of mental health or behavioral health services involved in evaluating, caring for, treating, or rehabilitating a patient.
- "Parent" for purposes of educational decision-making, has the definition provided by 34 C.F.R. § 300.30, A.R.S. § 15-761(22), and A.R.S. § 15-1181(6). For the



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purposes of this Agreement, "parent" also includes a surrogate parent, as defined by 34 C.F.R. § 300.519 and A.R.S. § 15-761(37).

"Party" or "Parties" means ADE or AHCCCS, the parties to this Agreement.

"PEA" means "public education agency," as that term is defined by A.R.S. § 15-761(26).

"Placement Determination" means the determination of an IEP Team that a student needs a residential placement, as defined below. The term shall not refer to the determination of the specific facility in which residential placement is to occur.

"Related services" has the definition provided by 20 U.S.C. §1401(26), 34 C.F.R. § 300.34 and A.R.S. § 15-761(27).

"Residential placement" has the definition provided by 34 C.F.R. § 300.104.

"Residential special education placement" has the definition provided by A.R.S. § 15-761(28).

"Service Plan" means complete written description of all covered behavioral health services and other informal supports that have been identified through the assessment process that will assist the person to meet his/her specific goals. The Service Plan is documented in the comprehensive clinical record and provided to all agencies involved in providing services identified on the Service Plan.

"State placing agency" has the definition provided by A.R.S. § 15-1181(12). Per AHCCCS Medical Policy Manual (AMPM) Policy 541, AHCCCS has delegated to Health Plans its authority as a State Placing Agency as specified in A.R.S. § 15-1181 for children receiving special education services and includes the authority to place a student at a behavioral health inpatient facility which provides care, safety, and treatment.

"Student" means a "child with a disability" as that term is defined in 34 C.F.R. § 300.8 and A.R.S. § 15-761(2).

"Surrogate parent" has the definition provided by 34 C.F.R. § 300.519, A.R.S. § 15-761(37).

"Written notice" means a writing delivered to the other party by regular mail or electronic mail.

3. General Terms and Conditions

- A. This Agreement provides an informal agreed-to process through which the parties will attempt to resolve any disputes between them concerning the placement of a student with a disability in a residential treatment center pursuant to A.R.S. § 15-765(J). This Agreement does not provide any additional rights, causes of action, or participation in the placement process to any students, parents, or interested persons beyond those enumerated in federal or state law. There is no requirement in this Agreement that either Party reimburse the other. Nothing in this Agreement affects either Party's statutory financial obligations with respect to the matters addressed herein.



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- B. This Agreement shall not affect existing procedural safeguards:
1. The procedural safeguards guaranteed by the IDEA and its implementing regulations, 20 U.S.C. § 1415 and 34 C.F.R. §§ 300.500-515, and State statutes and rules, shall be available to the parents of any student with a disability, or any such student with a disability who has reached the age of majority, who disagrees with the student's identification, evaluation, educational placement, or the provision of a free appropriate public education. These procedural safeguards shall not be affected or diminished by the dispute resolution system developed under Paragraph 9 below.
 2. The procedural safeguards required by the AHCCCS Policies and Procedures 2.16, A.R.S § 36-1301, § 41-1060 *et seq.*, and the Arizona Administrative Code, Title 9, Chapter 21, Article 1, shall be available to the parents, legal guardians, or the state or a governmental agency that is the legal custodian or has legal authority or jurisdiction for a student under this Agreement.
- C. A parent must give written consent to treatment before any PEA and State placing agency may place a Student in a RTC placement. A general description of the placement process is contained in Attachment A.
- a. Consistent with A.R.S. § 15-765, the Health Plan shall make every reasonable effort to obtain parental consent to treat those Students for whom it is responsible. If the parent of a Student refuses or revokes a consent to treat because the parent has reconsidered the decision to place the student in residential treatment, the placement process stops. In that case, AHCCCS shall require the Health Plan to ensure that the IEP Team is promptly notified that the parent has revoked his/her consent to treatment. The IEP team, which includes the parent, shall reconvene as soon as reasonably possible if necessary. Additionally, when a parent revokes a consent to treat, the PEA shall notify ADE/ESS (Exceptional Student Services) as soon as possible, but no later than five (5) calendar days after the parent has refused or revoked consent to treat.
 - b. If the parent of a Student refuses placement or revokes a consent to treat at a specific Health Plan-contracted residential facility, the PEA and the AHCCCS, through the Health Plan, shall confer as soon as reasonably possible if necessary, but no later than five calendar days after the date on which the parent so notifies the Health Plan.
1. Once a parent has given written consent to treatment at a specific facility, AHCCCS shall require the Health Plan to work in good faith to ensure that the Student is placed at the specified facility as soon as reasonably possible.

4. Term of Agreement

This agreement is effective upon execution through September 30, 2025, and can be renewed in accordance with Section 3, or be terminated in accordance with Sections 9, 10, 12 and 13.



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5. Renewal of Agreement

This agreement may be renewed for additional terms, upon agreement of the CONTRACTOR and ADE, and by both parties signing an Amendment extending this Agreement. ADE shall prepare the Amendment for additional periods for both parties' signatures.

6. Scope of Services

ADE and the CONTRACTOR shall perform the obligations agreed to by each as set forth in Attachment "A," Scope of Work attached hereto and incorporated herein by reference.

7. Changes

This agreement may only be changed in writing and must be signed by both parties and their duly authorized agents (an Amendment). In the event that state or federal law enacted after the effective date of this agreement conflicts with any term of this agreement, controlling law will apply and supersede that/those term(s). The parties agree to promptly consider an appropriate Amendment to the agreement to remove each conflict.

8. Arbitration

Both parties 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, except as may be required by other applicable statutes.

9. Breach

This agreement may be terminated by either party if the other party fails to fulfill its obligations.

10. Termination

Except as otherwise provided, this agreement may be terminated without cause upon thirty (30) days written notice by either party.

11. Governing Law

This agreement shall be governed and interpreted by the laws of the State of Arizona, and to the extent applicable, the Arizona Procurement Code (A.R.S. § 41-2501, et seq.) and the administrative rules promulgated thereunder (A.A.C. R2-7-901 et seq.).

12. Non-Availability of Funds

Every payment obligation of the Arizona Department of Education (ADE) under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the 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 ADE in the event this provision is exercised, and ADE 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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13. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the State of Arizona ("State"), its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract (agreement), without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract (agreement) or any extension of the contract (agreement) is in effect, an employee or agent of any other party to the contract (agreement) in any capacity or a consultant to any other party of the contract (agreement) with respect to the subject matter of the contract (agreement). A cancellation made pursuant to this provision shall be effective when either party receives written notice of the cancellation unless the notice specifies a later time.

14. Non-Discrimination

The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any 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.

15. Records

Pursuant to A.R.S. §§ 35-214 and 35-215, 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 years after completion of the agreement. All Records shall be subject to inspection and audit by the State at reasonable times. Upon request, the CONTRACTOR shall produce the original of any or all such Records.

16. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. ADE retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.



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16. Confidentiality

ADE and CONTRACTOR may choose, from time to time, in connection with work contemplated under this agreement, to disclose confidential information to each other (Confidential Information). All such disclosures must be in writing and marked as Confidential Information. The Parties shall not disclose to unauthorized third parties any Confidential Information of the other Party and will use such information only for the purposes of this Agreement, and for three (3) years after the termination of this agreement; provided that the receiving Party's obligations hereunder shall not apply to information that: (A) is already in the receiving Party's possession at the time of disclosure; or, (B) is or later becomes part of the public domain through no fault of the receiving Party; or, (C) is received from a third party with no duty of confidentiality to the disclosing party; or, (D) was developed independently by the receiving party prior to disclosure; or, E. is required to be disclosed by law or regulation.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure. The CONTRACTOR shall retain the right to refuse acceptance of such Confidential Information that is not required for the purposes of this agreement.

Both parties agree to comply with the federal Family Educational Rights and Privacy Act of 1974. This applies to all provisions of this agreement which involves identifiable individual student data.

17. Property Disposition

Disposition of property acquired for the purpose of this agreement, either by ADE or with funds provided by ADE, shall be determined by ADE upon termination or completion of the agreement. Upon termination or completion of this agreement, the CONTRACTOR shall provide ADE with a listing of all such property, and shall make arrangement to return or dispose of this property as directed by ADE. The CONTRACTOR shall provide ADE with an inventory for this property within 90 days of this agreement becoming effective, and annually thereafter.

18. Property of the State

Title and exclusive copyright to all reports, information, data, curricula, materials, and software prepared by CONTRACTOR in performance of this agreement shall vest in the State of Arizona.

19. Public Record

Both parties recognize that work product developed under this agreement become public information, except as limited by section 17, "Confidentiality."



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20. Notices

All written communications shall be addressed and mailed or personally served as follows:

FOR PROGRAMMATIC OVERSIGHT:

Alisa Randall, M.Ed.
Assistant Deputy Director, Clinical Operations
Mental Health Commissioner
Arizona Health Care Cost Containment System
801 East Jefferson, MD 1900
Phoenix, AZ 85034
602-417-4794
Email: alisa.randall@azahcccs.gov

To ADE:

Alissa Trollinger
Deputy Associate Superintendent
Exceptional Student Services Arizona
Department of Education
1535 W. Jefferson St., Bin #24
Phoenix, AZ 85007
602-364-4004

FOR LEGAL NOTICE OR SIGNATURE:

Meggan LaPorte, MSW, CPPO
Chief Procurement Officer
AHCCCS
801 East Jefferson, MD 5700
Phoenix, AZ 85034
Email: Procurement@azahcccs.gov

21. Documents Incorporated By Reference

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visiting:

https://spo.az.gov/sites/default/files/documents/files/Uniform%20Terms%20and%20Conditions%20V9_%28Rev%207-1-2013%29.pdf for the **Terms and Conditions**

and

<https://spo.az.gov/sites/default/files/documents/files/Uniform%20Instructions%20to%20Offerors%20%28rev%209-2014%29.pdf> for the **Uniform Instructions to Offerors.**

	INTERGOVERNMENTAL AGREEMENT ATTACHMENT A – SCOPE OF WORK	IGA Number 25-02-ED AHCCCS #YH25-0047
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1. ADE and AHCCCS shall agree that they will work with each other and other state placing agencies to ensure that residential placements are not delayed for the students who are eligible for services from more than one agency. ADE and AHCCCS will cooperatively case-manage such students and resolve any funding or treatment issues without denying or delaying placement for any student.

2. When necessary, ADE and AHCCCS may conduct joint training sessions regarding procedures for placing students in RTCs for AHCCCS, the Health Plans and PEAs and will make an effort to do so at least annually and upon reasonable request:
 - a. Joint AHCCCS and ADE training sessions may be held as needed.
 - b. Training sessions will be for state placing agencies regarding voucher programs, and the timelines for ensuring compliance for such programs.
 - c. ADE shall train PEAs on all federal and state legal requirements for providing all students with disabilities with a free appropriate public education, including the requirements for properly identifying, evaluating, referring, and placing students who may need a residential placement.
 - d. AHCCCS training shall include training to PEA personnel regarding the referral process and the continuum of care with emphasis on the community-based, family preservation concept.
 - e. Health Plans shall collaboratively review and provide feedback on an annual basis of the School and Behavioral Health Partnerships Resource Guide co-developed with ADE and AHCCCS to promote student success within education environments.

3. When an IEP team believes that placement in an RTC is one of the placements on the continuum of alternative placements that should be considered for a child receiving mental health services through AHCCCS, it must invite the mental health provider and/or Health Plan representative to participate in IEP team meetings as appropriate.
 - a. Should the PEA know of the involvement of a mental health provider or Health Plan, the PEA shall obtain consent from the parent and attempt to invite the mental health provider or Health Plan to participate in any IEP Team meetings with reasonable notice.
 - b. Should the parent contact the mental health provider or Health Plan and request their presence at an IEP meeting, the PEA shall allow the mental health provider or Health Plan to participate in any IEP Team meetings.
 - c. Upon receiving reasonable notice, a mental health provider or Health Plan shall participate in any IEP Team meetings where its presence is requested.
 - d. The mental health provider or Health Plan shall provide the PEA with information regarding behavioral health treatment alternatives to support the educational needs of the student.

4. PEAs shall ensure that before any residential placement is made, a full continuum of alternative placements is available and that the proposed placement is the least restrictive environment in which appropriate educational services can be provided to the child. The educational component of the residential facility shall be one that is approved by the ADE for the specific disability categories under which the student is eligible for special education. The residential component of the facility in which the residential special education placement is made shall be licensed by the department of economic security, the department of child safety or the department of health services, whichever is appropriate.

5. AHCCCS, through the appropriate Health Plan and mental health provider, shall assist the PEA in evaluating the child and exploring alternate treatment options to support the educational and mental health needs of the student.

6. Once a decision is made to place a child at an RTC, the Health Plan, in consultation with the mental health provider, shall be responsible for selecting an appropriate RTC capable of providing the educational and related services identified in the IEP and meeting the mental health needs of the student. Health Plans should work

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cooperatively and in collaboration with the IEP team to the greatest extent possible when selecting an appropriate RTC.

- a. The Health Plan shall place the student at a Health Plan-contracted and ADE-approved RTC that meets the educational needs of the student, as set forth in the student's IEP, within fifteen (15) calendar days or as soon thereafter as circumstances allow.
 - b. If placement is not made within fifteen (15) calendar days, the Health Plan shall notify the PEA, the IEP team, and ADE in writing and describe the specific reasons why the placement has not been made, for the purpose of facilitating prompt placement.
 - c. Upon an inquiry from the PEA, the IEP team, or ADE regarding the placement of the student, the Health Plan shall provide a status update within one (1) business day to the inquiring entity or individual.
 - d. The above-referenced timeframes shall be tolled if the student is placed in detention or is AWOL.
7. Once an appropriate RTC has been identified, the Health Plan or mental health provider shall notify the IEP team and the parents of the specific provider that it has chosen.
- a. The Health Plan must consider the recommendations of the IEP team in selecting a specific RTC, to the extent those recommendations relate to the student's special education needs.
 - b. The IEP team may dispute the selection of a specific residential facility or service provider only if the dispute concerns the capability of a specific residential facility or service provider to provide the special education and related services identified in the IEP and for no other reason.
 - c. If the RTC identified by the Health Plan is not an ADE-approved provider, the provider may request assistance from ADE in becoming approved by ADE. Upon request, ADE shall promptly assist the RTC in obtaining approval from ADE. If approval is not obtained, the PEA (or ADE if the PEA fails to provide a free and appropriate public education) and the Health Plan (AHCCCS) must locate an alternative placement.
 - d. If the RTC identified by the Health Plan is not an AHCCCS-approved provider, the provider may request assistance from AHCCCS to become approved by AHCCCS. Upon request, AHCCCS shall promptly assist the RTC in obtaining approval from AHCCCS. If approval is not obtained, the Health Plan (AHCCCS) must locate an alternative placement.
8. After a specific RTC has been identified and the parent has given consent to treat as specified in paragraph 3(c) of the Agreement, the home school district, as defined in A.R.S. § 15-761(9), must submit the following documentation to ADE:
- a. A residential special education voucher application, signed by AHCCCS or its designee under A.R.S. § 15-765(B) along with notification to the home school district of the placement per A.R.S. § 15-1183(B) within five calendar days of placement per A.A.C. R7-2-204(B)(2)(a)(i).
 - b. An explanation of the educational reasons for recommending the residential special education placement; a copy of the student's most recent evaluation, which shall include a description of the instructional and behavioral interventions that were previously attempted; and documentation that the nature or severity of the disability is such that education in a less restrictive environment is not appropriate.
 - c. Appropriate, measurable exit criteria that must be met in order for the student to transition back into the community. The Health Plan and/or mental health provider should assist the PEA in developing these exit criteria to ensure that, as nearly as possible, they align with and support the mental health discharge plan.
 - d. A reintegration plan that complies with all applicable laws and judicial proceedings. The Health Plan and/or mental health provider should assist the PEA in development of the reintegration plan.
 - e. A copy of the prior written notice documenting the change of placement to a residential treatment center.

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9. ADE shall process all residential special education voucher applications in a timely manner.

10. For all students with a current IEP who are residing at an RTC, the mental health provider or Health Plan shall provide the PEA with reasonable notice of case staffing, treatment reviews, and placement decisions for students with a current IEP. Similarly, the IEP team shall provide the mental health provider or Health Plan with timely notice of all multidisciplinary evaluation team meetings and all IEP meetings. Additionally, the IEP team shall provide the mental health provider or Health Plan with copies of the student's evaluation, IEP and any progress and/or amendments, and prior written notice

Certificate Of Completion

Envelope Id: 91B0C81C49534CC8A415A0D34610F877	Status: Completed
Subject: Please Docusign This Document - YH25-0047	
Source Envelope:	
Document Pages: 11	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	anntonia.cota
Time Zone: (UTC-07:00) Arizona	801 E. Jefferson St.
	Phoenix, AZ 85034
	anntonia.cota@azahcccs.gov
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Signer Events

Nicole Fries
 nicole.fries@azahcccs.gov
 Deputy General Counsel
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 10F828DCA92C458...
 Signature Adoption: Pre-selected Style
 Using IP Address: 159.87.17.227

Timestamp

Sent: 10/21/2024 3:57:51 PM
 Viewed: 10/22/2024 9:17:48 AM
 Signed: 10/22/2024 9:18:02 AM

Electronic Record and Signature Disclosure:

Accepted: 10/11/2023 4:56:52 PM
 ID: 79297826-f052-44dd-8316-a1f63a43e041
 Company Name: Carahsoft OBO Arizona Health Care Cost Containment System

Meggan LaPorte
 Meggan.LaPorte@azahcccs.gov
 Chief Procurement Officer
 AHCCCS
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 6720D03F007E4A8...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 159.87.17.226

Sent: 10/22/2024 9:18:03 AM
 Viewed: 10/22/2024 10:30:15 AM
 Signed: 10/22/2024 10:30:37 AM

Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tracey Thomas Tracey.Thomas@azahcccs.gov Procurement Manager AHCCCS Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/22/2024 9:18:04 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/21/2024 3:57:51 PM
Certified Delivered	Security Checked	10/22/2024 10:30:15 AM
Signing Complete	Security Checked	10/22/2024 10:30:37 AM
Completed	Security Checked	10/22/2024 10:30:37 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Arizona Health Care Cost Containment System (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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Consequences of changing your mind

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: anthony.flot@azahcccs.gov

To advise Arizona Health Care Cost Containment System of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at anthony.flot@azahcccs.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from Arizona Health Care Cost Containment System

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to anthony.flot@azahcccs.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to anthony.flot@azahcccs.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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