GRANTEE AGREEMENT

GRA-STATE-10-0070-01

Between The Arizona Early Childhood Development and Health Board And Gila County Division of Health and Community Services

WHEREAS, A.R.S. Title 8, Chapter 13 charges the Arizona Early Childhood Development and Health Board (hereinafter referred to as GRANTOR) with the responsibility of administering funds.

THEREFORE, it is agreed that the GRANTOR shall provide funding to Gila County Division of Health and Community Services (hereinafter referred to as the GRANTEE) for services under the terms of this Grant Agreement.

I. <u>PURPOSE OF AGREEMENT</u>

The purpose of this Agreement is to specify the responsibilities and procedures for the GRANTEE role in administering Arizona Early Childhood Development and Health Board grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on March 1, 2010 and shall terminate on June 30, 2010.

III. DESCRIPTION OF SERVICES

- 1. The GRANTEE shall provide the following summarized services for the GRANTOR as approved and summarized below:
 - a. Provide health consultation services by Child Care Health Consultants to regulated child care providers (centers and homes) enrolled in Quality First, the quality improvement and rating system created by the Early Childhood Development and Health Board (ECDHB)
 - b. Provide health consultation services to regulated child care providers that are not participants of Quality First.
 - c. Provide day to day supervision, salary and benefits, practice liability protection and any other employee-related services comparable to other employees in the same employee classification.
 - d. Support the Child Care Health Consultant to participate in technical assistance/mentoring visits from the First Things First designated statewide support and quality assurance agency. Receive, review and resolve quality performance issues.
 - e. Assure the CCHC remains current with professional licensure/ certifications which qualify the CCHC to perform services related to this contract.

- f. Provide and maintain an adequate workspace for the CCHC and provide telephone and internet access.
- g. Provide books and materials as appropriate.
- h. Provide a multimedia projector and laptop computer.
- i. Support local travel and instate travel to serve designated child care centers and homes within the region and to attend Quality First-required meetings and training sessions. Provide an agency vehicle or mileage reimbursement for miles traveled in the CCHC's insured personal vehicle.
- j. Support CCHC to attend continuing education provided by First Things First's statewide administrative entity.
- k. Evaluation: Curriculum Vitae or professional resume of hired CCHC.
- I. Submit the Grant Management Forms provided by First Things First (Attachments B E) and return prior to August 31, 2009.
- 2. The contractor's CCHC(s) will provide consultation, technical assistance, case coordination and case management to child care programs in the designated service area

Service methodology: For all child care centers and homes

- a) If applicable, participate with other team members such as the Quality First coach and contractors to implement the program improvement plan and assist child care providers to meet the health and safety objectives outlined in the approved plan.
- b) Either join the Quality First coach or schedule an initial meeting with the child care center director or child care home provider to be introduced; to provide an overview of the CCHC program; review health and safety issues identified in the assessment; provide guidance documents such as the Arizona Health and Safety Policy Manual for child Care Centers and other guidance documents that may be identified by Quality First; and plan for ongoing consultation.
- c) For those not enrolled in the Quality First program, schedule a meeting with the child care center director or child care home provider to introduce themselves: provide an overview of the CCHC program; provide guidance documents such as the Arizona Health and Safety Policy Manual for Child Care Centers and other guidance documents; and the plan for ongoing consultation.
- d) For those not enrolled in the Quality First program, complete an assessment of the child care center or home to identify priority areas to be addressed.
- e) Provide additional review of child care facility and/or staff needs that may include:
 - i. Indoor health and safety hazards to children and child care staff;
 - ii. Injury prevention and Safe, Active Play;
 - iii. Health and safety practices of child care staff (i.e. hand washing, sanitation, dental health, physical fitness, nutrition; Serve as a resource to other agencies, organizations and educational institutions which provide consultation, monitoring or resources to child care programs.
 - iv. Measures and practices to prevent, recognize, and report communicable diseases, including staff and parent education;
 - v. Procedures for documenting and reporting children's immunizations;
 - vi. Health and safety polices, illness and injury logs;
 - vii. The status of child care provider' inclusion of children with special needs;
 - viii. Emergency preparedness plan;
 - ix. Communication among the child care provider, parent, and primary care provider;
 - x. Medication administration, recording, and storage;

- xi. Health insurance and health care access; and other identified child health and safety concerns.
- xii. Guidance, support, referrals and access to care coordination for families and child care providers to access mental health consultation and educational services for the family, children, or child care providers.
- xiii. Educate children, their families and child care providers about child development, mental and physical health, safety, nutrition and oral health issues.
- c. This initial consultation visit protocol may be repeated when the director of a facility has changed.
- d. Provide additional consultation, problem solving by telephone,
- e. Provide additional education and training in group settings off site in conjunction with Quality First Coaches or other ECDHB staff.

Evaluation: Monthly report of activities in a format provided by FTF.

- 3. The CCHC will document activities and services utilizing the computerized documentation system designated by Quality First. The CCHC will:
 - a. Attend training on the Omaha System of Documentation and the CareFacts computerized charting system.
 - b. Be prepared to have the CareFacts software installed on the laptop provided by the contractor at the CareFacts training.
 - c. Keep all charting of visits and activities current within 5 working days of performance.
 - d. Maintain a signed, printed record of information and activities as the legal chart.
 - e. Perform the CareFacts update procedure at least every 5 days.

Evaluation: Attendance at CareFacts training, onsite chart review.

4. The contractor's CCHC will participate in CCHC systems development and marketing activities within the local community.

Service methodology: The contractor's CCHC will:

- a. Participate in First Things First systems development meetings, regional council meetings, and other events as appropriate.
- b. Provide community presentations regarding the role of child care health consultation in improving the status of health and safety in child care programs.
- c. Collect/report data, surveys, evaluation reports or other elements requested by FTF or quality assurance personnel.

Evaluation: Monthly report on form provided by FTF, copies of meeting agendas/minutes.

- 5. The CCHC shall not provide direct clinical services under this contract (i.e. injections, blood tests, health examination).
- 6. Child Care Health Consultant Qualifications/Training

The Child Care Health Consultant may be a:

a. Registered Nurse (RN) with a current Arizona license

- b. Advanced Practice Nurse with a current Arizona license and certification as an Advanced Practice Nurse (APN)
- c. Physicians Assistant with a current Arizona license or
- d. A Physician licensed to practice in the State of Arizona

In the event that a region is unable to recruit and hire one of the above, other health professionals with a minimum of a Bachelors Degree such as a registered dietician, certified Occupational Therapist, Physical Therapist or Speech/Language Pathologist; Mental Health Consultant or MSW or a Licensed Practical Nurse may be considered pending approval of a formal exemption request as outlined in Attachment A.

CCHC's must complete the sixty (60) hour National Training Institute (NTI) for Child Care Health Consultants curriculum program PRIOR to the beginning work as a CCHC.

- 7. Experience, Knowledge and Skills
 - a. A minimum of one year experience in a public health setting

The Child Care Health consultant must have

- b. Experience in providing consultation to and interacting with child care settings including family child care
- c. Knowledge of the following:
 - I. Child development and family dynamics
- II. Immunization Schedules
- III. ADHS Child Care Licensure
- IV. Accreditation Systems
- V. Quality Indicators
- VI. Adult Learning
- VII. Community Resource
- VIII. Injury Prevention
- IX. Recognition and Reporting requirements for child abuse and neglect
- d. Developed Skills in the following:
- I. Interpersonal Communication
- II. Training of Adult Learners
- III. Facilitation
- IV. Consultation Strategies
- V. Collaborative Problem Solving
- VI. Cultural Responsiveness
- VII. Team Process
- VIII. Computer Data Entry

IV. MANNER OF FINANCING

The GRANTOR shall:

- a) Provide up to \$20,000 to GRANTEE for services provided under Paragraph III.
- b) Payment made by the GRANTOR to the GRANTEE shall be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete

reimbursement documents to be submitted by the GRANTEE. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the GRANTEE under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) and scope of work outlined in this Agreement. Therefore, should the project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the GRANTEE shall be for only the amount of dollars actually spent by the GRANTEE. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the GRANTOR, the State, or Federal government, the GRANTEE shall reimburse said funds directly to the GRANTOR immediately.

VI. FINANCIAL AUDIT

GRANTEE agrees to terms specified in A.R.S. §§ 35-214 and 35-215.

In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), GRANTEE must have an annual audit conducted in accordance with Office of Management and Budget (OMB) Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if GRANTEE expends more than \$500,000 from federal awards. *If the GRANTEE has expended more than* \$500,000 *in federal dollars, a copy of the GRANTEE's audit report for the previous fiscal year must be submitted to the GRANTOR for review within thirty (30) days of signing this Agreement.*

VII. DEBARMENT CERTIFICATION

The GRANTEE agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions".

VIII. FUNDS MANAGEMENT

The GRANTEE must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. GRANTEE must manage funds according to applicable federal regulations for administrative requirements, costs principles and audits.

The GRANTEE must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. Rates for mileage, lodging and meals are limited to the rates established by the State of Arizona Travel Policy (http://www.gao.az.gov/travel/).

IX. <u>REPORTING REQUIREMENTS</u>

Regular reports by the GRANTEE shall include:

a) Programmatic Reports

The GRANTEE shall provide quarterly program activity reports to the GRANTOR within twenty (20) working days of the last day of the quarter in which services are provided. The report shall contain such information as deemed necessary by the GRANTOR.

- a. Quarterly reports are due:
 - i. July 20, 2010
 - ii. October 20, 2010
 - iii. January 20, 2011
 - iv. April 20, 2011
 - v. July 30, 2011 Final Report
 - vi. The final programmatic report as submitted shall be marked FINAL
- b) Financial Reimbursement

The GRANTEE shall provide, as frequently as monthly but not less than quarterly, requests for reimbursement. Reimbursement requests shall be submitted with the Reimbursement Cover Sheet template provided by the GRANTOR. The GRANTEE shall submit a final reimbursement request for expenses obligated prior to the end of the termination of this Agreement no more than thirty (30) days after the end of the Agreement. Requests for reimbursement received later than the thirty (30) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

All reports shall be submitted to the contact person designated in Paragraph XLII, NOTICES, of this Agreement.

X. ASSIGNMENT AND DELEGATION

GRANTEE may not assign any rights hereunder without the express, prior written consent of both parties.

XI. <u>AMENDMENTS</u>

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal written Agreement amendment signed and approved by and between the duly authorized representative of the GRANTEE and the GRANTOR. Any such amendment shall: 1) specify an effective date; 2) specify any increases or decreases in the amount of the GRANTEE's compensation if applicable; 3) be titled as an "Amendment"; and 4) be signed by the parties identified in the preceding sentence. The GRANTEE expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XII. <u>SUBCONTRACTORS</u>

The GRANTEE may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the State of Arizona procurement policy.

The GRANTEE agrees and understand that no subcontract that the GRANTEE enters into with respect to performance under this Agreement shall in any way relieve the GRANTEE of any responsibilities for performance if its duties. The GRANTEE shall give the GRANTOR immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the GRANTEE by any subcontractor or vendor which in the opinion of the GRANTEE may result in litigation related in any way to the Agreement with the GRANTOR.

XIII. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XIV. <u>AGREEMENT RENEWAL</u>

This Agreement shall not bind nor purport to bind the GRANTOR for any contractual commitment in excess of the original Agreement period.

XV. <u>RIGHT TO ASSURANCE</u>

If the GRANTOR in good faith has reason to believe that the GRANTEE does not intend to, or is unable to perform or continue performing under this Agreement, the GRANTOR may demand in writing that the GRANTEE give a written assurance of intent to perform. Failure by the GRANTEE to provide written assurance within the number of days specified in the demand may, at the GRANTOR's option, be the basis for terminating this Agreement under the terms of this Agreement or other rights and remedies available by law.

XVI. CANCELLATION FOR CONFLICT OF INTEREST

The GRANTOR or the GRANTEE may, by written notice cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State or its subdivisions (unit of local government) is an employee or agent of any

other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective immediately upon receipt of written notice from the GRANTOR or the GRANTEE, unless the notice specifies a later time.

XVII. THIRD PARTY ANTITRUST VIOLATIONS

GRANTEE assigns to the State of Arizona, GRANTOR any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to GRANTEE toward fulfillment of this Agreement.

XVIII. AVAILABILITY OF FUNDS

Every payment obligation of the GRANTOR under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the GRANTOR may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the GRANTOR in the event this provision is exercised, and the GRANTOR shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the GRANTEE in the execution of this Agreement.

XIX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement due to acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.

XX. ARBITRATION

This agreement is subject to arbitration to the extent required by A.R.S. § 12-1518.

XXI. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) 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 in this document.
- c) 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.

XXII. ENTIRE AGREEMENT

This Agreement and its Attachments/Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Section IX Reporting Requirements of this Agreement; provided, however, that the GRANTOR shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are herby superseded or merged herein.

XXIII. <u>RESTRICTIONS ON LOBBYING</u>

The GRANTEE shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXIV. LICENSING

The GRANTEE, unless otherwise exempted by law, shall obtain and maintain all licenses, permits and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXV. NON-DISCRIMINATION

The GRANTEE shall comply with all state and federal equal opportunity and nondiscrimination requirements and conditions of employment, including the American with Disability Act, in accordance with A.R.S. Title 41, Chapter 9, Article 4 and Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, disability or political affiliation, shall have equal access to employment opportunities and all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. <u>SEVERABILITY</u>

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.

XXVIII. ADVERTISING AND PROMOTION OF AGREEMENT

The GRANTEE shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the GRANTOR.

XXIX. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The GRANTOR reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the GRANTOR, and GRANTOR shall have full

and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The GRANTEE agrees that any report, printed matter, or publication issued by the GRANTEE describing programs or projects funded under this agreement in whole or in part with First Things First funds shall contain the following statement:

"This project was supported by the First Things First. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of First Things First."

The GRANTEE also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the GRANTOR to be placed on file and distributed as appropriate to other potential Grantees or interested parties. The GRANTOR may waive the requirement for submission of any specific publication upon submission of a request providing justification from the GRANTEE.

GRANTOR and GRANTEE recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the GRANTEE agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the GRANTOR. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the GRANTEE.

XXX. <u>CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS</u>

Any television public service announcement that is produced or funded under this agreement in whole or in part by the GRANTEE shall include closed captioning of the verbal content of such announcement.

XXXI. INDEMNIFICATION

Indemnification Language for Public Agencies ONLY. Each party (as 'indemnitor') agrees to indemnify, defend, 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."

Indemnification Language for Non Public Agency. The parties to this Contract agree that Arizona Early Childhood Development and Health Board, its departments, Board and Councils shall be indemnified and held harmless by the Grantee for the vicarious liability of First Things First as a result of entering into this contract. However, the parties further agree that First Things First, its departments, Board and Councils shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

XXXII. CONFIDENTIALITY OF RECORDS

The GRANTEE shall establish and maintain procedures and controls that are acceptable to the GRANTOR for the purpose of assuring that no information contained in its records or obtained from the State of Arizona or from a subcontractor under this Agreement shall be used by or disclosed by it, its agents, officers, or employees, except as required, to efficiently perform duties under the Agreement. GRANTEE also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the GRANTEE as needed for performance of duties under this Agreement, unless otherwise agreed to in writing.

XXXIII. CONFIDENTIALITY OF GRANTEE 'S INFORMATION

GRANTEE acknowledges that confidentiality provided in A.R.S. § §41-1505.06 (D) and 41-1505.07(J) may be waived with the GRANTEE's consent, and GRANTEE consents to a total and complete waiver of confidentiality. In waiving confidentiality, GRANTEE understand and consents to disclosure of any information submitted to the GRANTOR that concerns the identify, background, financial status, marketing plans, or trade secrets or any other proprietary information related to the GRANTEE or any person or organization involved in the project(s), including the application and supporting materials, unless such information or materials are clearly marked as "confidential".

XXXIV.<u>TERMINATION 30 day written notice to either party</u>

- a) The GRANTOR reserves the right to terminate the Agreement in whole or in part due to the failure of the GRANTEE to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses and permits or to make satisfactory progress in performing the Agreement. The GRANTOR staff shall provide written notice of the termination and the reasons for it to the GRANTEE.
- b) The GRANTOR may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement.
- c) Either party may terminate this Agreement by providing (30) thirty days written notice to the other party.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The GRANTEE shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the GRANTEE represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX.COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

The GRANTEE shall comply with Executive Order 2005-30, which mandates as follows: 1) The GRANTEE shall, and by signing this agreement does, represents that it is in compliance with all federal immigration laws and regulations; 2) The GRANTEE shall take affirmative action to ensure that all subcontractors of the Contractor execute similar representation; 3) the breach of any such warranty shall be deemed a material breach of this Contract, subject to monetary penalties or other penalties up to and including termination of the Contract; and 4) the State retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the employer is in compliance with its representation.

XL. <u>Prohibition on Government Contracts</u>

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

XLI. Legal Arizona Worker

GRANTEE hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to GRANTEE employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). GRANTEE shall further ensure that each subcontractor who performs any work for GRANTEE under this contract likewise complies with the State and Federal Immigration Laws.

XLII. <u>Prohibition on Government Contracts</u>

Pursuant to A.R.S. 35-393.06, the GRANTEE certifies that it does not have business operations in either Sudan or Iran.

XLIII. NOTICES

Any and all notices, requests, demands or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

The GRANTEE shall address all program notices relative to this Agreement to: Arizona Early Childhood Development and Health Board

Attention: Finance 4000 North Central, Suite 800 Phoenix, Arizona 85012

The GRANTEE shall submit reimbursement requests relative to this Agreement to: Arizona Early Childhood Development and Health Board Attention: Finance 4000 North Central, Suite 800 Phoenix, Arizona 85012

GRANTOR shall address all notices relative to this Agreement to: Lorraine Dalrymple, RN Gila County Division of Health and Community Services 5515 S. Apache Avenue, Suite 100 Globe, AZ 85501

XLIV. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF Gila County Board of Supervisors

FOR AND BEHALF OF THE Arizona Early Childhood Development And Health Board

Michael A. Pastor Chairman of the Board Of Supervisors Rhian Evans Allvin Director

Date

Date

Attachment A

The exemption request shall be submitted to First Things First, indicating the name of the person for whom exemption is requested. Included in the exemption request should be:

- 1. An explanation of the reason for the request.
- 2. A resume or other indication of qualifications for those staff for whom an exemption is being requested, including educational degrees achieved and any current coursework leading to a degree.
- 3. A detailed listing of recruitment efforts to recruit staff who meet the required educational qualifications if applicable.

Designated members of the First Things First Policy and Research Team will review the submitted documentation and make the decision to approve or reject the Exemption request.

First Things First reserves the right to request additional information as needed to make a sound decision.

If recruitment efforts are found lacking in rigor, First Things First will require the grantee to design an action plan outlining more significant recruitment in the area of need prior to awarding an exemption.

A notice of approval or rejection will be sent to the grantee within ten (10) business days of receipt of the request.

Progress of personnel hired through an exemption must be documented by grantees on the monthly report.