

# CHILD CARE PROVIDER REGISTRATION AGREEMENT

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Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-542-4248 TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Disponible en español en línea o en la oficina local.

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## **1.0. CHILD CARE PROVIDER REGISTRATION AGREEMENT LANGUAGE**

### **1.1 DEFINITION OF TERMS**

1. Additional Charges – any fees a Provider charges that exceed the Reimbursement Rate. ADES eligible families are responsible for payment of all additional charges.
2. ADHS – the Arizona Department of Health Services.
3. Agreement – all terms and conditions of this Child Care Provider Registration Agreement, any amendments to the Agreement, any attachments to the Agreement, and any terms applied by law.
4. Audit Exception – the amount determined by the Department that a Provider has been overpaid based on a review of available documentation.
5. Billing Form/Claim – the form furnished by ADES that shall be completed and submitted by the Provider in order to receive payment for child care services rendered.
6. BCCL – Bureau of Child Care Licensing that is under the Arizona Department of Health Services.
7. CCA – the Child Care Administration of the Arizona Department of Economic Security.
8. Certificate of Authorization – the document issued by ADES that contains a Provider’s authorized level of service, the corresponding level of potential ADES payments, and the ADES approved period of eligibility for each authorized child.
9. Child - the child of a Client.
10. Child Care Specialist – an employee of ADES or an employee of an ADES contracted entity that is authorized to determine eligibility for ADES child care subsidies.
11. Client – a person authorized by ADES to receive child care services.
12. Compliance Review – the audits, reviews, or site visits that seek to ensure that Providers are complying with contractual requirements outlined in this Agreement.
13. Contracts Administrator – an employee of ADES that has the authority to authorize reimbursement for claims, negotiate contracts, monitor and review program operations and performs a variety of contractual functions.
14. Co-Payment – the portion of the Reimbursement Rate that shall be paid by ADES eligible families. ADES establishes the Co-Payment amount based on family size and level of income within the minimum Co-Payment rates prescribed by Appendix A to Arizona Administrative Code (A.A.C.) Title 6, Chapter 5, and Article 49. The Co-Payment is subtracted from the Reimbursement Rate (see definition of “Reimbursement Rate” below).
15. Corrective Action Plan (CAP) – the document describing the steps a Provider will take to remedy non-compliance with terms and conditions of this Agreement.
16. Days – calendar days unless otherwise specified.
17. Department (or ADES) – the Arizona Department of Economic Security.
18. Disaster Preparedness Plan – the Provider’s Plan to be followed in the event of a disaster, the CCA Disaster Preparedness Plan on the CCA website.
19. Eligible Activity – a specific type of allowable activity for child care assistance that causes a parent or responsible person in a family eligible for child care assistance to be unavailable to provide adequate care and supervision to children in their care for a portion of a 24 hour day.

20. Expulsion – when a child care provider removes or excludes a child from a child care program.
21. Gratuity – a payment loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised that is given voluntarily or beyond one’s obligation for payment.
22. Group Size – a specific number of children, distinct from the larger population of children, who are together regularly and interact with each other, and with one or more specific staff members in an assigned space.
23. Investigation - the process that includes fact finding, interviews, interrogations, evidence collection and preservation and various methods of examination.
24. Legal Signature – the person’s unique mark or name handwritten by that person for purposes of authentication of a document.
25. Parent - the natural or adoptive parent of a child or a person responsible for the care, custody, and control of a child.
26. Primary Caregiver- one caregiver assigned to a small group of children for the majority of the child’s care throughout the day.
27. Provider - any person or entity that has an Agreement with the Department.
28. Public School - a state-funded elementary or secondary school providing education free for children in kindergarten through the twelfth grade.
29. Reimbursement Rate - the payment levels and amounts specified in the Child Care Provider Rate Agreement. The Reimbursement Rate minus the daily Co-Payment amount is the amount that ADES will pay you. Maximum Reimbursement Rates are prescribed by Appendix B to A.A.C. Title 6, Chapter 5, and Article 49.
30. Serious Injury - a serious injury or accident resulting in medical treatment (outside the facility), hospitalization or death of a child.
31. Service Month - the month in which the child care service was provided.
32. Special Needs –means a child with a disability or special health care needs who needs appropriate, individualized accommodations and supports to access, and participate in, the routines and activities with his/her peers. The child may need increased supervision and/or adaptive equipment.
33. State - the State of Arizona and the Department.
34. Units of Care - represented by a “D” (Full Day of Care is 6 hours or more) or an “L” (Part Day of Care is Less than 6 hours but more than 15 minutes) on the AZCCATS Billing Document, Certificate of Authorization form, and the Verbal Notice of Eligibility form.
35. Verbal Notice of Eligibility - an oral notification from a Child Care Specialist to you of the effective date of eligibility and the level of service approved by the Department for an ADES-eligible family.
36. You/Your - the person or entity entering into this agreement as a provider and the person signing on behalf of a provider.

## **2.0 PRE-CONTRACT REQUIREMENTS**

### **2.1 EMPOWER PROGRAM PARTICIPATION**

Register for the Empower Program which is accessible on the ADHS website:  
<http://azdhs.gov/prevention/nutrition-physical-activity/empower/index.php>.

## 2.2 TRAINING

1. All staff must create and maintain an on-going training profile of professional development on the Arizona Early Childhood Workforce Registry located on the website: [www.azregistry.org](http://www.azregistry.org).
2. The owner and individual(s) who are responsible for completing billing, must complete and pass the computer-based training, *DECCA1104-Basic Billing for CCA Providers*, that is accessible on line via the Event Registration and Management Application (ERMA) at: <http://www.erma.az.gov>.
3. The owner or the individual(s) who are responsible for writing and updating the Emergency Preparedness Plan, must complete and pass the Disaster Emergency Evacuation Preparedness (D.E.E.P.<sup>TM</sup>) online training that is accessible on the ADHS website: <http://azdhs.gov/documents/licensing/childcare-facilities/training/deep-online-training.pdf>, or an ADES-approved Emergency Preparedness training.
4. **Pre-Service Training Requirement**
  - a. Prior to **August 31, 2016**, all staff who have direct contact with children shall attend the ADES Health and Safety Training Series or certify on the Arizona Early Childhood Workforce Registry that they have received training in the following subjects:
    - prevention and control of infectious diseases
    - prevention of sudden infant death syndrome
    - administration of medication
    - response to emergencies due to food and allergic reactions
    - building and physical premises safety
    - prevention of shaken baby syndrome and abusive head trauma
    - emergency preparedness
    - handling and storing hazardous materials
    - appropriate precautions in transporting children
    - first Aid and CPR
    - compliance with child abuse reporting requirements
  - b. Staff hired after **August 31, 2016**, who have direct contact with children shall attend the ADES Health and Safety Training Series no later than 90 days from the date of hire, as specified by the Code of Federal Regulations, Title 45, Subchapter A, Part 98.

## 2.3 E-VERIFY

1. In accordance with ARS § 41-4401, you warrant compliance with all federal immigration laws and regulations relating to your employees and you warrant your compliance with Arizona Revised Statutes A.R.S. § 23-214 as may be amended. (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.”)
2. A breach of this warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and you may be subject to penalties up to and including termination of the Agreement.
3. Your failure to comply with a State audit process to randomly verify employment records shall be deemed a material breach of this Agreement and you may be subject to penalties up to and including termination of the Agreement.
4. The Department retains the legal right to inspect the citizenship or alien status documents of any employee who works for you to ensure that you are complying with the warranty under paragraph 1.

**2.4 CRIMINAL BACKGROUND CHECKS (AND FEES, IF APPLICABLE)**

1. The Department will conduct comprehensive criminal background checks on all current and prospective staff members and volunteers of child care providers that are licensed or certified with the State.
2. Criminal background check requirements apply to any staff member who is employed by a child care provider for compensation or whose activities involve the care or supervision of children or unsupervised access to children.
3. A criminal background check will include a search of all of the following in the State the staff member resides and each State where the staff member has resided over the past five (5) years:
  - a. Criminal and sex offender registry;
  - b. Child abuse and neglect registry;
  - c. National Crime Information Center (run by the FBI);
  - d. FBI fingerprint check using Next Generation Identification; and,
  - e. National Sex Offender Registry
4. You agree to submit a request to conduct a comprehensive criminal background check to the Department for each child care staff member and volunteer, including prospective child care staff members and volunteers, at least once every (5) years [see Attachment #1, Request for Search of Background Checks (CCA-1211A and CCA-1211B)]
5. You agree to pay for any costs required for the processing and administering of criminal background check applications, both in and out of State, as applicable.
6. The following shall apply to all staff and volunteers whether they provide direct or indirect services to children. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
7. The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions.
  - a. Any person who applies for a contract with this State and that person's employees;
  - b. All employees of a contractor;
  - c. A subcontractor of a contractor and the subcontractor's employees; and,
  - d. Prospective employees of the contractor or subcontractor at the request of the prospective employer.
8. Volunteers shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
  - a. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
  - b. Before being employed or volunteering in a position that provides direct services to children, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

9. A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification (CCA-1212A) form [see Attachment #2] if the certification states:
  - a. The person is not currently the subject of an investigation of child abuse or neglect in Arizona, or another state of jurisdiction; and,
  - b. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
10. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
11. The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

## **2.5 FINGERPRINTING REQUIREMENTS**

1. Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.
2. Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
3. To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this contract, the following provisions apply:
  - a. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles shall have a valid finger print clearance card or shall apply for a fingerprint clearance card within seven working days of employment.
  - b. Except as provided in A.R.S. § 46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles directly certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
  - c. Federally recognized Indian tribes will submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).

## **2.6 DIRECT DEPOSIT**

You agree to accept payment for child care services by electronic warrants transfer. The electronic warrants transfer shall be made in the form of a direct deposit of funds to the account of the Provider, unless otherwise stipulated with the approval of the Department. Direct deposits may be made to any financial institution equipped for electronic fund transfers, provided that such financial institution is designated on the ADES Direct Deposit Enrollment form (CCA-1140A) [see Attachment #3].

## **2.7 EMAIL ADDRESS**

You agree to acquire and maintain a current email address which is readily available to ADES and your clients.

## **2.8 FORMS TO BE COMPLETED AND RETURNED**

You shall complete and return, or supply to the Department, the following forms and documents before the Department can enter into an Agreement with you:

1. Signature Page completed, dated, and:
  - a. if an individual, signed by the Provider; or,
  - b. if a legal entity, signed by an individual authorized to enter into the Agreement on behalf of the Provider;
2. Provider Rate Agreement (CC-214) reflecting current rates for age groups the facility is licensed to serve [see Attachment #4];
3. Provider's Child Care Operational Information form (CC-100) indicating accurate information of the services provided by the facility [see Attachment #5];
4. Copy of any documentation you give to Clients indicating your policies including expulsion, ages served, rates, hours, days of operation, holidays observed, etc.;
5. Completed and signed W-9 with a valid IRS Tax Identification Number for the Provider, or Social Security number if the Provider is an individual [see Attachment #6];
6. Completed and signed Direct Deposit Enrollment form (CCA-1140A) indicating the specific information on the Provider's financial institution, account number, and routing number [see Attachment #3]
7. Copy of the Sign-In/Sign-Out Record form the Provider intends to utilize [see Attachment #11];
8. Copy of the certificate of completion for the computer-based training, *DECCA1104-Basic Billing for CCA Providers*;
9. You shall provide verification of your license to operate by:
  - a. Sending the Department a copy of your license to operate issued by the regulatory agency; or,
  - b. If you have not yet received your license, you shall have the regulatory agency contact the Department to verbally confirm your licensure. Once you receive your license, you shall forward a copy to the Department;
10. Copies of the National Accreditation certificate and/or of the Quality First Three (3), Four (4) or Five (5) Star Rating approval issued by First Things First, if applicable;
11. Copy of the Provider's Emergency Preparedness Plan; and,
12. Copy of the Provider's Certificate of Liability Insurance (ACORD form).

## **3.0 PROVIDER: RIGHTS AND RESPONSIBILITIES**

### **3.1 COMPLIANCE WITH APPLICABLE LAW**

1. You agree to comply with all applicable federal, state and local laws, rules, regulations, standards, and executive orders without limitation to those designated within this Agreement and maintain all required licenses, certifications, approvals and permits. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply but do not require an amendment to this Agreement.
2. You must be licensed/certified by ADHS as a child care center or a child care group home under A.R.S. §36-897 et. seq. or A.R.S. §36-881 et. seq. and comply with all applicable ADHS administrative rules contained in A.A.C. Title 9, Chapters 3 and 5. Providers on Indian reservations, you shall comply with applicable tribal regulations and standards, and Providers on military bases/posts, you shall comply with applicable military regulations.

3. You agree to comply with the requirement to report incidents of child abuse or neglect as specified in A.R.S. § 13-3620.
4. You agree to comply with Public Law 101-121 § 319 (31 U.S.C. § 1352), which prohibits the use of federal funds for lobbying, and that stipulates, in part:

*“None of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with any Federal action described in Section 1352.”*

### **3.2 NON-DISCRIMINATION**

1. You agree to comply with Title VII of the Civil Rights Act of 1964, as amended, and the Age Discrimination in Employment Act. You agree to comply with the Rehabilitation Act of 1973, as amended, that prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. You agree to comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
2. You agree to comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits or participation in contract services on the basis of race, color, religion or national origin. You agree to comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities. You agree to comply with the requirements of Section 658M and Section 658N of the Child Care and Development Block Grant Act of 1990, 42 USC §§ 9858k, 9858l as amended. You also agree to comply with Department’s policy regarding Equal Employment Opportunity and Affirmative Action.
3. If you are an Indian Tribal Government, you agree to comply with the Indian Civil Rights Act of 1968, as amended.
4. You agree to comply with Arizona State Executive Order 2009-09 A.R.S. § 41-1461 et. seq. and all other applicable federal and state laws, rules, and regulations concerning non-discrimination practices, including the Americans with Disabilities Act.

### **3.3 INDEMNIFICATION - PATENT AND COPYRIGHT**

To the extent permitted by A.R.S. § 41-621 and § 35-154, you shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Agreement performance or use by the State of materials furnished or work performed under this Agreement. The State shall reasonably notify you of any claim for which it may be liable under this paragraph.

### **3.4 GENERAL INDEMNIFICATION**

1. The parties to this contract agree that the State of Arizona (Contracting Agency) shall be defended, indemnified and held harmless by (Contractor) for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona (Contracting Agency) shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
2. This indemnity shall not apply if the Provider is an agency, board, commission, or university of the State of Arizona.

### **3.5 INSURANCE**

1. Commercial General Liability (CGL) – Occurrence Form Policy shall include bodily injury, property damage, personal and advertising injury and products and completed operations.

- |    |   |             |
|----|---|-------------|
| a. | General Aggregate                         | \$2,000,000 |
| b. | Products – Completed Operations Aggregate | \$1,000,000 |
| c. | Personal and Advertising Injury           | \$1,000,000 |
| d. | Damage to Rented Premises                 | \$ 50,000   |
| e. | Each Occurrence                           | \$1,000,000 |
- The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
  - Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
  - The policy shall include coverage for sexual abuse and molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit, or provided by separate endorsement with its own limits, or provided as separate coverage included with the professional liability.
  - Contractor must provide the following statement on their Certificate(s) of Insurance as provided for in Part E: “Sexual Abuse/Molestation coverage is included.” Policies/certificates stating that “Sexual Abuse/Molestation coverage is not excluded” do not meet this requirement.
  - Failure to procure and maintain adequate insurance shall constitute a material breach upon which ADES may immediately terminate this Agreement under Section 7.5, Termination for Default, of this Agreement, and require reimbursement from you for amounts ADES paid while you were uninsured.
  - Copies of the Certificate of Liability Insurance (ACORD form) for both initial coverage and all subsequent renewals and/or changes to that coverage are to be sent to the Department.

### **3.6 EMAIL ADDRESS**

You agree to acquire and maintain a current email address which is readily available to ADES and your clients.

### **3.7 PROVIDER'S RESPONSIBILITIES TO CLIENTS**

- At the time of enrollment you agree to furnish a written, dated statement of services to each Client that shall include, but is not limited, to the following:
  - Days and hours of operation;
  - Age range served;
  - Current rates and the effective date of such rates and fees, including policies regarding payment of fees and late fees;
  - Absence charges policy;
  - Notification of the access rights specified in Subsection #4 below;
  - Disaster Preparedness Plan;
  - Expulsion policy and timeframes; and,
  - Notification that Clients will be given a 15-day written notice prior to the effective date of any change in services, policies, and rates.

2. You agree to offer the same benefits, advantages, and discounts to ADES clients that are offered to non-ADES clients.
3. You agree not to require Clients to utilize more child care hours or days than are needed.
4. If a Client is divorced or separated, or has a parenting agreement with one or more individuals, you agree to obtain specific instructions from the custodial Client regarding the other parent or named party or parties.
5. On or prior to the start date of services, you agree to obtain from, and review with the client, the Best of Care Form (CCA-1200A), [see Attachment #7]. This form will be retained for five (5) years after termination of this Agreement.
6. On or prior to the start date of services, you agree to complete a Provider/Parent/Guardian’s Agreement for Child Care Charges form (CC-208) for each child in care [see Attachment #8]. You and the Client shall complete a new (CC-208) immediately after receiving notice of a subsequent change in child care rates, co-payment amounts, and additional charges or upon your receipt from the ADES/CCA Eligibility Specialist of a new Certificate of Authorization for the child in care.
7. You agree to make available to Clients and their families any resources that ADES provides you.
8. You agree to furnish Clients with periodic receipts, if requested.
9. As required by the Internal Revenue Code 26 U.S.C. § 6109(a)(2), you agree to give your Social Security number (SSN) or taxpayer identification number (Employer Identification Number/Federal Employer Identification Number) to any Client who was furnished child care services at your facility.
10. Copies of a child’s sign-in/sign-out record or any related ADES information shall be provided to the Client upon request or as permitted in Section 3.11, Confidentiality, of this Agreement.
11. You agree to give Clients a 15-day written notice of rate changes, changes in the hours of operation and changes in the age range of children served.

**12. Group Size**

You agree not to exceed the following Group Size Maximum Standards and parameters.

<b>Age Group</b>	<b>Maximum Group Size</b>
Infants	11
1 year old children	13
2 year old children	16
3 year old children	26
4 year old children	30
5 year old children (not school age)	40
School age children	40

- a. Each child in a group shares two common experiences with every other child in this group; the same primary caregiver(s) is/are responsible for the child’s basic and developmental needs and are co-located within the same space. The number of children who may be in a group varies according to the age of the children and the number of primary caregivers as determined by ratio. The age of the youngest child within the group shall determine the ratio and maximum group size. For special group activities, such as, outdoor play, mealtime, sleeping and field trips, the group may exceed the maximum group size for the specified period of time only for these activities. ADHS BCCL ratios and licensed capacity may not be exceeded.
- b. A child is assigned a primary caregiver upon enrollment. This caregiver is responsible for the majority of the child’s care and interactions throughout the day; ensuring needs such as diaper changing, feeding, etc., are met in a timely manner; observation and assessment; and communicating with families. Children should always be given the opportunity to make autonomous choices of activity and their level of participation within that setting. ADHS BCCL regulations for supervision while moving between activities must be maintained at all times.

- c. Primary caregiving is an intentional practice, demonstrating individualized care for children one-on-one and within the group setting. Evidence of this practice may be shown in alternate schedules, separate group rosters and classroom postings. When primary caregiving is a program practice, it must be communicated in a written policy. All staff members, regardless of primary caregiver assignments, are responsible for the health, safety and well-being of all children in the child care setting.

**13. Expulsion**

In the event that a behavioral issue arises which may require the expulsion of a child, you agree to follow the ADES Expulsion Procedures summarized below. Please see the ADES Expulsion Policies and Procedures and corresponding ADES forms for a more detailed explanation [Exhibit #1].

- a. Initiate immediate communication with the parent/guardian at the onset of the behavior;
- b. Complete a Request for Child Care Resources form (CCA-1203A) [see Attachment #9] and submit via email to the ADES Resource Specialist to the following mailbox: [DCFEResource@azdes.gov](mailto:DCFEResource@azdes.gov);
- c. Devise an action plan with the ADES Resource Specialist which will include, but is not limited to, resources provided and/or attending training appropriate to the situation;
- d. Complete the Notification of Child Care Expulsion (CCA-1204A) [see Attachment #10] to begin the final expulsion process when prior actions have been exhausted and determined ineffective;
- e. Submit a copy of the Notification of Child Care Expulsion (CCA-1204A) [see Attachment #10] via email to the ADES Resource Specialist; and,
- f. Notify the Client that expulsion will occur within five (5) business days.

**14. Children with Special Needs**

ADES/CCA is committed to ensuring that all families have access to quality child care while they work, go to school, or participate in employment training. To support the opportunity for all eligible families and their children to participate in quality child care, licensed Child Care Centers and certified Group Homes will receive an enhanced rate for providing high quality inclusive child care to children with disabilities who meet the ADES/CCA family eligibility requirements for child care subsidy. The effective start date for the Special Needs Program and the Enhanced Rate is October 1, 2016.

The following criteria must be met:

- a. Possess national child care accreditation or a Quality First Star Rating of Three (3), Four (4) or Five (5) stars throughout the time that the enhanced rate is received. Please see list of ADES accepted Accreditation Agencies [Attachment #14].
- b. A child with special needs must have a documented disability as defined below:
  - i. A child under the age of three who is eligible for the Arizona Early Intervention Program [www.azdes.gov/azeip](http://www.azdes.gov/azeip) (IDEA, Part C services) and has an Individualized Family Service Plan (IFSP): or,
  - ii. A child between the ages of three and 12 who is eligible for Special Education Services (IDEA, Part B services) and has an Individualized Education Plan (IEP) <http://www.azed.gov/special-education/>; or,
  - iii. A child over the age of three who is eligible for the Division of Developmental Disabilities and has an Individualized Support Plan (ISP) <https://des.az.gov/services/disabilities/developmental-disabilities>; or,
  - iv. A child who has a 504 Plan under Section 504 of the Rehabilitation Act and the American with Disabilities Act <http://www2.ed.gov/about/offices/list/ocr/504faq.html>; or,

- v. A child under the age of 13 with a diagnosis by a licensed physician, certified psychologist or a certified behavioral health specialist with a physical, cognitive and/or a psychosocial condition that substantially limits the child's ability to perform age-appropriate activities.
  - vi. Others, as approved by ADES.
- c. No more than 10% of a "group" can be children with disabilities. (See Section 3.7, Provider's Responsibilities to Clients, 12., for the definition of Group Size.)

### **3.8 RECORD KEEPING REQUIREMENTS**

#### **1. Sign-In/Sign-Out Record format**

- a. You agree to use either the Sign-In/Sign-Out Record form (CC-218) provided by ADES [see Attachment #11]; or,
  - 1. With ADES approval you may design a substitute record. A substitute record shall be legible when copied and measure 8-1/2" x 11."
  - 2. An alternative method of daily attendance verification, such as an ADES approved, computerized tracking system, bio-metric or digital fingerprint recognition system. The alternative method requires written pre-approval by ADES prior to implementation. Records maintained in an approved alternative format shall be signed in ink on a weekly basis by the Client, or an individual identified on the Emergency Card. Time clocks and time cards shall not be permitted as an alternative method;
- b. All methods of daily attendance verification record shall include the following statements:
  - 1. PENALTY WARNING: By signing this document the parent, guardian, or other authorized person verifies, under penalty of perjury, that the times recorded are the actual times the child was in attendance; and,
  - 2. PENALTY WARNING: The submission of billing claim forms for the child named on this record constitutes verification by the Provider, under penalty of perjury, that this document is a true and accurate record of signatures, dates, and time of service;
- c. You agree to maintain original sign-in/sign-out records in accordance with the following requirements:
  - 1. You agree not to directly or indirectly identify a child receiving ADES subsidies;
  - 2. A separate sign-in/sign-out record shall be completed for each child in care. Each record shall contain your business name, name of the child, Client's name, and the month and year in which care was provided;
  - 3. All time entries, including corrections, on the sign-in/sign-out record shall be legible and in ink (unless approved to utilize an alternative method of daily attendance verification);
  - 4. Signature entries shall be in ink and be the legal signature of the person completing the entry;
  - 5. The sign-in/sign-out record shall indicate accurate dates and the precise times (including hour and minutes) a child is in your care;
  - 6. Time entries are to be completed at the time the child arrives or leaves the facility and only by the person who signs the child in or out of the facility;
  - 7. If you are open for more than 12 hours, the sign-in/sign-out record shall specify a.m. or p.m., or the use of military time, for each time entry;

8. Except as provided in Subsection 3.8 (1)(c)(9.) below, only the Client or an individual authorized in writing by the Client on the child's Emergency Card shall sign the child in and out of the facility. The Client shall confirm on a daily basis the truth and accuracy of all entries recorded;
9. If the Client gives written authorization to a minor child 13 years of age or older to sign a sibling in or out, the Client shall countersign on a weekly basis by initialing each entry the minor has recorded on the sign-in/sign-out record;
10. A client may not give authorization to a minor child less than the age of 13 to sign a child in or out of the facility;
11. You may only sign the child in and out of the facility when accepting and releasing a child to or from school;
12. You shall confirm on a daily basis the truth and accuracy of all entries recorded;
13. All recorded entries may only be corrected by the individual who originally completed the record, and that person shall strike through, initial, and write the correction;
14. White out or the use of correction tape on the records is prohibited; and,
15. Pre-signing of the sign-in/sign-out record is prohibited.

## 2. **Record Retention**

### a. You shall retain the following records:

1. A signed copy of this Agreement;
2. Child Care Provider Rate Agreement form (CC-214) [see Attachment #4];
3. Provider/Parent/Guardian's Agreement for Child Care Charges form (CC-208) [see Attachment #8];
4. Certificate of Authorization;
5. Unpaid Co-Payment Worksheet form (CCA-1021A) [see Attachment #12];
6. Original Sign-In/Sign-Out Records;
7. Best of Care form (CCA-1200A) [see Attachment #7];
8. Request for Child Care Resources form (CCA-1203A) [see Attachment #9];
9. Notification of Child Care Expulsion form (CCA-1204A) [see Attachment #10] and,
10. Any additional forms or documentation required by ADES.

### b. **Timeframe**

Pursuant to A.R.S. § 35-214 and § 35-215, you agree to retain all records and supporting documentation relating to the acquisition and performance of the Agreement for a period of (5) five years after termination of this Agreement.

### c. **Location**

1. All ADES required records for the current month shall be on site and immediately available for viewing.
2. All ADES required records for the six (6) most recent months shall be retained on site and immediately available for viewing. By failing to do so, the Department may issue an audit exception and issue an overpayment to you for inadequately retained records.

3. All records older than six (6) months may be stored off site; however, they shall be readily available to the Department. By failing to do so, the Department may issue an audit exception and issue an overpayment to you for inadequately retained records.
4. If records are lost or damaged, you will notify the CCA Contracts Unit in writing within 24 hours.

### **3. Audit Exceptions**

- a. All records and supporting documentation are subject to inspection and audit by ADES. Upon request, you agree to produce the original of any and all such records. At the discretion of ADES, visitation, inspection and copying may be conducted at any time during normal business hours, announced or unannounced.
- b. Failure to comply with the record keeping requirements may result in audit exceptions. If an audit exception is identified, ADES may offset the amount or withhold payment for billed services, or it may require you to reimburse ADES pass-through penalties (if assessed against ADES) and interest.

## **3.9 CLAIMS FOR PAYMENT**

1. ADES will reimburse you according to your established ADES Reimbursement Rates for child care services you provide to Clients. You agree to:
  - a. Accept the Reimbursement Rates established by ADES as reflected on the Rage Agreement (CC-214) [see Attachment #4];
  - b. Charge the Client the co-payment for child care services;
  - c. Not charge ADES for services covered by other grants, contracts or payments; ADES is the payer of last resort;
  - d. Limit charges you bill to ADES under this Agreement to those services authorized on a Certificate of Authorization and actually provided to a Client;
  - e. Direct all inquiries relating to Client eligibility, including co-payment requirements, fee level assignments, start and end dates, Certificate of Authorizations, and authorized units of service to the assigned Child Care Specialist;
  - f. Direct all inquiries relating to Payment Processing to the ADES Payment Processing Unit; and
  - g. Use the billing form furnished by ADES, as follows:
    - i. Sign and date each page of the original, and any supplements, and addendums to AZCCATS billing forms;
    - ii. Enter in the "Units" column, for both Full Day (D) and Part Day (L), the number of units of service actually delivered, including any applicable paid absence(s) (PA), even if the number is the same as the preprinted number appearing on the billing form;
    - iii. Only claim one unit of care for each child within a 24-hour period of time;
    - iv. Type all entries on the form or write them legibly in ink;
    - v. Indicate any discounts in the "discount" column on the billing form;
    - vi. Submit the original billing form to ADES; and
    - vii. Retain a copy of the billing form for your records.

### **2. Enhanced Rates**

You must meet and maintain the criteria as outlined below in order to be eligible for an enhanced rate.

- a. For an enhanced rate for providing special needs care according to the criteria outlined in Section 3.7, Provider's Responsibilities to Clients, 14., the provider must either possess a Three (3), Four (4) or Five (5) Star Quality Rating issued by First Things First and/or, be accredited by an ADES accepted National Accreditation agency [see Attachment #14]. Provider must provide ADES with the corresponding documentation of either/both qualification(s).
  - b. For a 10% enhanced rate over the basic rate allowed, the provider must be accredited by an ADES accepted National Accreditation agency [see Attachment #14]. Provider must provide ADES with the corresponding documentation of that qualification.
3. You agree to submit complete and accurate billing claims.
  4. You agree not to accept children for ADES reimbursed child care prior to the start date authorized by the Department and indicated on the Certificate of Authorization from the ADES/CCA Eligibility Specialist or the Verbal Notice of Eligibility form (CC-031) [see Attachment #13].
  5. You agree to complete the Verbal Notice of Eligibility form (CC-031) [see Attachment #13] when receiving an oral authorization of services from the ADES/CCA Eligibility Specialist.

**6. Paid Absences**

For a paid absence you may claim, and will be reimbursed for, no more than two (2) days per month for a child who is absent from your facility if all of the following criteria are met.

- a. The facility is open for business;
  - b. The child would normally be in care on the absent day;
  - c. There are units of care remaining in the authorization;
  - d. Only the units that would have been used on the absent day may be claimed (for example, you may claim only a Part Day ("L") if a school-age child is absent on a school day);
  - e. You charge all families (Clients and non-Clients) for absences and advise all families in writing that payment is required for all absent days;
  - f. The child was currently enrolled and received ADES subsidized care at the facility at least one day during the service month in which the paid absence is claimed;
  - g. The Client is responsible to pay you directly for any absent day co-payment;
  - h. You indicate claimed absences on the sign-in/sign-out record with a notation of "PA" or "Paid Absence";
  - i. You indicate in the non-shaded area of the billing form, under the name of the child, the date of the paid absence;
  - j. When completing the billing document you include the number of PA's in the total amount of units billed;
  - k. You do not file a supplemental bill to capture absent days not previously claimed; and,
  - l. You agree not to claim a paid absence when you fail to have the sign-in/sign-out record properly documented as required in Section 3.8 , Record Keeping Requirements.
7. ADES will not pay for child care during the hours a public school is in session. If a child is suspended from school, ADES may (with written verification from the school) authorize and pay for child care during school hours.

8. You agree not to claim, and you will not be paid, more than the maximum number of units authorized for the billing month by ADES.
9. If a Client utilizes less than the maximum number of units authorized, you shall not claim, and ADES will not pay, for units not used.
10. Clients are responsible for payment of all additional charges. You shall not claim or be paid by the Department for additional charges.

**11. Timeliness of Claims**

- a. You agree to submit monthly claims for payment to ADES after the service month in which services are provided.
  - b. ADES will not pay you for either original or supplemental billing claims received by ADES more than 180 days after the report date pre-printed on the billing form.
12. You agree not to claim reimbursement or charge Clients for services provided during any period in which the number of children in your facility exceeds the maximum number prescribed in provider/child ratio established by law. Failure to maintain provider/child ratio requirements shall constitute a material breach upon which ADES may immediately suspend new authorizations or terminate this Agreement under Section 6.0., Suspension of Authorizations, of this Agreement.
  13. You agree not to claim reimbursement or charge Clients for services during any period in which your Provider license/certification is not in effect. Failure to maintain Provider license/certification shall constitute a material breach upon which ADES may immediately terminate this Agreement under Section 7.0, Termination of this Agreement.
  14. You may not claim reimbursement from ADES for child care units when you know that the Client was not engaged in an ADES eligible activity.

**15. Co-Payment Arrears**

- a. In accordance with A.A.C. R6-5-4915, ADES may notify a Client with an unpaid Co-Payment two or more weeks in arrears that the Client is no longer eligible for child care assistance.

In order for ADES to take this action, you must:

- i. Fax, scan or mail an Unpaid Co-Payment Worksheet (CCA-1021A) form to the Client's Child Care Specialist; [see Attachment #12];
  - ii. Submit a current, completed and signed Provider/Parent/Guardian's Agreement for Child Care Charges (CC-208) [see Attachment #8] form with the Unpaid Co-Payment Worksheet (CCA-1021A) [see Attachment #12], and,
  - iii. Verify with the Client's Child Care Specialist for each child for the period of time in question:
    - (1) The amount of Co-Payment owed by the Client;
    - (2) The total amount of any payments the Client has made on the outstanding Co-Payment balance; and,
    - (3) The amount of additional charges owed by the Client.
- b. You agree that you shall not submit any portion of the outstanding Co-Payment balance that accrued more than 180 days prior to the date of ADES receipt of the Unpaid Co-Payment Worksheet (CCA-1021A) [see Attachment #12] in the unpaid Co-Payment process.

- c. You agree that any payment received from the parent or responsible person after mailing, scanning and e-mailing, or faxing the Unpaid Co-Payment Worksheet (CCA-1021A) [see Attachment #12] to ADES shall first be applied to the outstanding Co-Payment balance, and not to any outstanding additional charges; and,
  - d. You agree to verify with the child's Child Care Specialist if satisfactory arrangements have been made with the Client to pay the unpaid Co-Payment and when all unpaid Co-Payment arrears have been paid.
16. Non-compliance with the claims for payment requirements specified in this Section may result in audit exceptions. If an audit exception is identified, ADES may not pay you for billed services or it may require you to reimburse ADES pass-through penalties (if assessed against ADES) and interest at the rate prescribed by A.R.S. § 44-1201.

### **3.10 PAYMENT RECOUPMENT**

ADES may withhold and/or deduct from future payments, any amount that:

1. You received from ADES for services under this Agreement that have been inaccurately reported or ADES finds to be unsubstantiated;
2. You received from ADES for services that duplicate services covered or reimbursed by other specific grants and contracts, or payments;
3. You received from ADES for which your books, records and other documents are not sufficient to clearly substantiate that those amounts pertain to services under this Agreement performed by you;
4. You have received from ADES that are identified as an audit exception;
5. You are assessed by ADES interest or pass-through penalties (if assessed against ADES) against you;
6. You received from ADES in excess of the ADES approved rates as referenced in Section 4.2, Payment, of this Agreement;
7. You received from ADES during the time you did not maintain adequate liability insurance;
8. You received from ADES during the time you did not maintain a valid child care license/certificate; or,
9. You received from ADES during a period in which the number of children in your facility exceeded the maximum number prescribed in the provider/child ratio requirements established by law.

### **3.11 CONFIDENTIALITY**

1. You agree to observe and abide by all applicable state and federal statutes and regulations regarding use or disclosure of information, including but not limited to information concerning Clients, children, applicants for and recipients of contract services. To the extent permitted by law, you shall release information to the Department and the Attorney General's office as required by the terms of this contract, by law or upon their request.
2. The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

### **3.12 BREACH OR UNAUTHORIZED ACCESS TO CONFIDENTIAL INFORMATION REMEDIATION**

In the case of any unauthorized access to confidential information:

1. Upon becoming aware of or suspecting unauthorized access of confidential information, e.g., sign in/sign out records, client paperwork, etc., the Provider shall notify the ADES/CCA immediately and cooperate regarding recovery, remediation, and the necessity to involve law enforcement, if any.
2. If such breach or unauthorized access to confidential information was related to a breach of Provider's obligations under this Agreement, then the Provider shall be responsible for the cost of notifying each ADES client whose personal information may have been compromised.
3. Upon becoming aware of or suspecting such breach or unauthorized access to confidential information, the Provider shall produce a remediation plan to reduce the risk of incurring a similar type of breach in the future. Provider shall present such analysis and remediation plan to ADES/CCA within ten (10) days of notifying ADES/CCA of the security breach. ADES/CCA has the right to request reasonable adjustments to the plan, which the Provider will not unreasonably refuse to implement. If the breach or unauthorized access to confidential information was related to a breach of Provider's obligations under this Agreement, then the Provider shall be responsible for the cost of producing and implementing such remediation plan.

### **3.13 UNILATERAL CHANGES TO THIS AGREEMENT**

As provided in Section 5.5, Written Amendments to this Agreement, this Agreement shall be modified only through a written amendment signed by you and ADES, except as follows.

1. You agree to notify an ADES Contracts Administrator, in writing at the address listed on the Signature Page of this Agreement, at least 15 days prior to the effective date of any changes to the following:
  - a. Relocation of facility with ADHS approval;
  - b. Mailing address;
  - c. Times and/or days of operation;
  - d. Age range of children served; and,
  - e. ADHS license/certification status including, but not limited to, changes in your facility number or capacity.
2. You agree to notify an ADES Contracts Administrator, in writing at the address listed on the Signature page of this Agreement, at least 30 days prior to any rate change by submitting a new Child Care Provider Rate Agreement (CC-214) [see Attachment #4]. Adjustments to the ADES Reimbursement Rates will be effective the first day of the month following the date of the newly executed Provider Rate Agreement.

### **3.14 REPORTING ADDITIONAL CHANGES**

You agree to notify an ADES Contracts Administrator, in writing, prior to the effective date of any changes to the following:

- a. Phone number,
- b. Email address,
- c. Direct deposit,
- d. Director,
- e. Daily attendance verification [Section 3.8, (1) (a)].

### **3.15 ASSIGNMENTS AND DELEGATION**

You shall not transfer or assign any right nor delegate any duty under this Agreement to another person, entity, or address. This Agreement is valid only for the facility occupied at the time of issuance. Any attempt to

transfer this Agreement will be void and may subject you to an audit exception including repayment of reimbursed sums plus pass-through penalties (if assessed against ADES) and interest.

### **3.16 HEALTH AND SAFETY REQUIREMENTS**

1. You agree to comply with all ADHS License/Certification requirements. You shall comply with Tribal Health Services Environmental Health Survey, Military Standards, or any other applicable local, state or tribal laws, rules and regulations. If you operate on Tribal Lands or on a Military Installation, you agree to furnish ADES with a copy of the current applicable regulations pertaining to child care on the Tribal Land or Military Installation.
2. If any changes in your license occur, you shall notify ADES and furnish ADES with a copy of your new ADHS license, Tribal Health Services Environmental Health Survey, Military Standards or other verification of compliance with applicable local, state or tribal laws, rules and regulations within 15 days of receipt from the regulating agency.

### **3.17 ADDITIONAL ANNUAL TRAINING**

1. You and personnel performing duties outlined in this Agreement shall attend Provider training delivered by ADES prior to or within 90 days after the effective date of the Child Care Provider Registration Agreement, upon the hiring of new staff performing duties outlined in the Agreement or as otherwise required by ADES.
2. As part of the annual staff training required by the Department of Health Services, you agree to obtain training approved by ADES in subjects based on priorities set forth by the ADES to support the overarching goals of the program as identified in the Child Care and Development Fund State Plan. These topics include, but are not limited to, Expulsion Policy, Primary Caregiving, Social-Emotional Development of Children, Parental Engagement, Infant/Toddler Development, or other topic(s) identified by the ADES.
3. In addition to the training requirement in Subsections 1 and 2 above, ADES reserves the right to require additional training as needed. Said training may be in face to face and/or computer-based format(s).
4. Annual required training must be registered and tracked in the Arizona Early Childhood Workforce Registry located on the website: [www.azregistry.org](http://www.azregistry.org).
5. Other than as provided in Subsections 1, 2, and 3 above, ADES may, but is not obligated to, provide training and technical assistance to you in the completion of required forms and records, terms and conditions and policies and procedures governing this Agreement.
6. Notwithstanding the requirements in this Section 3.17, Additional Annual Training, you are not relieved of full responsibility and accountability for the provision of services and performance according to this Agreement

### **3.18 CONTRACT COMPLIANCE REVIEW**

**During a contract compliance review, you agree to:**

1. Cooperate with ADES
2. Provide original sign-in/sign-out records and any additional forms or documentation required by ADES pursuant to the requirements outlined in Section 3.8, Record Keeping Requirements, of this Agreement;
3. Review findings with a Contracts Administrator;
4. If required, complete and submit a Corrective Action Plan within the time frame requested by the Department;
5. Assist in the repayment and collection of audit exceptions to ADES if applicable; and,
6. Allow ADES personnel access to all areas of your facility.

**3.19 SUPPORTING DOCUMENTS AND INFORMATION**

In addition to any documents, reports, or information required by any other Section of this Agreement, you shall furnish the Department with any further documents and information deemed necessary by the Department.

**3.20 INVESTIGATIONS**

You agree to cooperate with any State investigation of suspected criminal, civil, or administrative misconduct related to contractual compliance. Investigations may include examination of specific allegations, reports, or other information indicating possible violations of law or this Agreement, searches, interviews, interrogations, evidence collection and preservation and various methods of examination.

**3.21 REPORTING SERIOUS INJURIES AND DEATHS**

You agree to report all serious injuries and deaths as defined in Section 1.1, Definition of Terms, to the CCA Contracts Unit, within one (1) business day.

**3.22 CHILD ABUSE MANDATED REPORTING REQUIREMENT**

In accordance with A.R.S. §13-3620, you agree to comply with mandated reporting of child abuse or neglect.

**3.23 CHILD CARE RESOURCE & REFERRAL (CCR&R)**

You agree to be listed in the local CCR&R data base to receive training information and child care referrals. You agree to cooperate with the local CCR&R by providing current business operational information on, and any changes to, this information.

**3.24 THIRD PARTY ANTITRUST VIOLATIONS**

You assign to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to you toward fulfillment of this Agreement.

**3.25 APPLICABLE TAXES**

1. You agree to pay all federal, state and local taxes applicable to your operation and any persons employed by you. You shall, and you shall require all subcontractors to, hold the State harmless from any responsibility for taxes, damages and interest, if applicable, and contributions required under federal and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
2. In order to receive payment under this Agreement, you shall have a current State of Arizona Substitute W-9 form [see Attachment #6] on file with the Department.

**4.0 THE DEPARTMENT OF ECONOMIC SECURITY: RIGHTS AND RESPONSIBILITIES**

**4.1 REFERRALS**

The Department makes no guarantee to purchase specific quantities of services or to refer Clients to you.

**4.2 PAYMENT:**

1. ADES will pay you a specified amount for each unit of service designated in the Certificate of Authorization, and actually provided to a Client and as permitted by Section 3.9. Claims for Payment, of this Agreement. ADES will not pay you more than the maximum number of authorized units indicated on the Certificate of Authorization.
2. ADES will pay you in accordance with the Child Care Provider Rate Agreement (CC-214) [see Attachment #4] executed by you and the Department or any revised rates established by the Department pursuant thereto.

3. ADES will pay you on AZCCATS billing claims you submit to the Department in the manner prescribed in Section 3.9, Claims for Payment, of this Agreement.
4. The Department has 30 days to issue payment, upon receipt of a properly completed AZCCATS billing document.
5. If you are in any manner in default in the performance of any obligation under this Agreement, or if an audit exception, such as an overpayment, is identified, the Department may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or audit exception.

#### **4.3 CONTRACT COMPLIANCE REVIEW**

ADES may, but is not obligated to, conduct compliance reviews to monitor the terms of this Agreement. Notwithstanding this provision, you are not relieved of your full responsibility and accountability for the provision of services according to this Agreement.

#### **4.4 RIGHT OF OFFSET**

The State is entitled to charge you or to offset against any sums due you any expenses or costs incurred by the State, pass-through penalties assessed against the State, or charges assessed by the State resulting from your nonconforming performance or failure to perform this Agreement, including audit exceptions, disallowed claims and the expenses, costs and charges described in Section 3.10, Payment Recoupment, of this Agreement.

#### **4.5 PROPERTY OF STATE**

Any materials, including reports, computer programs and other documents and deliverables, created under this Agreement are the sole property of the State. You are not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. You shall not use or release these materials without the prior written consent of the State.

#### **4.6 VISITATION, INSPECTION AND COPYING**

For the purposes of Section 8.0, Audit, of this Agreement and for any other reason the Department deems necessary, your facilities, services, books, and records pertaining to the Agreement shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the state or federal governments. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect your facilities and services, as well as inspect and copy Agreement related books and records.

### **5.0 INTERPRETATION, AMENDMENT AND EXTENSION OF THE AGREEMENT**

#### **5.1 ARIZONA LAWS**

The law of Arizona applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

#### **5.2 IMPLIED CONTRACT TERMS**

Each provision of law and any terms required by law to be in this Agreement are part of this Agreement as if it were fully stated.

#### **5.3 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 term used in this Agreement.

**5.4 NO WAIVER**

Either party's failure to insist on strict performance of any term or condition of this Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the non-conforming performance knows of the nature of the performance and fails to object to it.

**5.5 WRITTEN AMENDMENTS TO THIS AGREEMENT**

1. Except as provided in Sections 3.13, Unilateral Changes to this Agreement, and 5.8, Contract Extension, of this Agreement, this Agreement shall be modified only through a written amendment signed by you and ADES.
2. ADES reserves the right to require additional terms or modifications of the terms of this Agreement whenever it deems such changes necessary to continue compliance with state or federal child care program requirements or to operate within available funds. The additional or modified terms shall be set forth in a written amendment and forwarded to you. You agree to sign and return the amendment within 10 days from the date of your actual receipt of the amendment. If you fail to return the amendment, or if you do not accept any or all of the changes contained in the amendment within the 10-day period, this Agreement shall terminate on the date specified in the notice to all of your ADES Clients notifying them that child care reimbursements to you will cease. This Agreement shall terminate on the date specified in the notice without further obligation or liability to either party.

**5.6 PREDECESSOR AND SUCCESSOR CONTRACTS**

The execution or termination of this Agreement shall not be considered a waiver by the State of any and all rights it may have for damages suffered through a breach of this or prior agreements with you.

**5.7 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.

**5.8 CONTRACT EXTENSION**

The State has no obligation to extend or renew this Agreement. However, this Agreement may be extended or renewed for multiple periods, or may be established as a multi-year Agreement in its entirety or in part at the sole option of the State. The Department's Procurement Officer may exercise the Department's option to extend or renew the Agreement by unilateral contract amendment; a written amendment to the Agreement signed by both parties shall not be necessary. Any extension or renewal shall be made prior to the end of the Agreement period specified in this Agreement.

**5.9 RELATIONSHIP OF PARTIES**

You are an independent contractor. Neither party to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement. Neither you nor any of your employees shall be considered officers, employees, or agents of the State for unemployment compensation or any other purposes.

**6.0 SUSPENSION OF AUTHORIZATIONS**

The Department may stop authorization of additional children to you if you are:

1. A party to an administrative action involving your license, certificate, approval or permit, subject to an administrative hearing, a cease and desist order, a notice of intent to impose intermediate sanctions, a restraining order, an injunction; or,
2. In violation of lawful child care ratios; or,
3. In violation of the requirements of this Agreement.

## **7.0 TERMINATION**

### **7.1 YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION**

In the event of termination or suspension of this Agreement by the Department, such termination or suspension shall not affect your obligation to:

1. Indemnify the Department and the State for any claim by any other party against the State or Department arising from your performance of this Agreement and for which you would otherwise be liable under this Agreement. To the extent not permitted by A.R.S. § 41-621 et. seq. or A.R.S. § 35-154, the provisions of this subsection shall not apply;
2. Stop all work and minimize all further costs to the State as directed by a verbal or written notice of termination, whichever you receive first; or,
3. Deliver to the State, upon request, all documents, data, and reports prepared by you under the Agreement, which shall become the property of the State.

### **7.2 TERMINATION FOR CONVENIENCE**

The State reserves the right to terminate this Agreement in whole or in part at any time when in the best interests of the State without penalty or recourse. Upon notice of termination, you agree to stop all work as directed in the notice, and minimize all further costs to the State. In the event of termination under this subsection, all documents, data and reports prepared by you under the Agreement shall become the property of the State. If the Department terminates this Agreement under this subsection, the Department shall not reimburse you for any services delivered subsequent to the date of your termination. If the Department has already reimbursed you for services after the date of termination, you agree to promptly reimburse the Department. You shall be entitled to receive reimbursement for authorized services that are delivered before the effective date of the termination.

### **7.3 TERMINATION BY THE CHILD AND ADULT CARE FOOD PROGRAM FOR FRAUD**

If you are the subject of a “Dropped for Cause” or “Termination” for fraud by the Department of Education Child and Adult Food Program (CACFP), the Department may immediately terminate this Agreement. If the Department terminates this Agreement under this subsection, the Department shall not reimburse you for any services delivered subsequent to the date of your termination with the CACFP. If the Department has already reimbursed you for services after the date of CACFP termination, you shall promptly reimburse the Department. You shall be entitled to receive reimbursement for authorized services that were delivered before the effective date of your CACFP termination.

### **7.4 TERMINATION FOR FAILURE TO MAINTAIN LICENSING STANDARDS**

1. The Department will terminate this Agreement if your license, certificate, approval or permit to provide child care services has expired or is terminated, denied, suspended, revoked or temporarily closed.
2. Termination of this Agreement shall coincide with the last date on which a valid license, certificate, approval, or permit was in effect. Such termination may be retroactive, in which case, ADES will not reimburse you for any services delivered subsequent to the actual termination and shall be entitled to recoup any amount paid to you for such services.

### **7.5 TERMINATION FOR DEFAULT**

1. This Agreement is subject to immediate termination by the Department if:
  - a. You fail to comply or meet the fingerprinting requirement of Section 2.5, Fingerprinting Requirements, of this Agreement;
  - b. You fail to comply with immigration laws and regulations;
  - c. You fail to comply with a State audit process to randomly verify your employment records as stipulated in Section 2.3, E-Verify, of this Agreement;

- d. You become insolvent or file proceedings in bankruptcy or reorganization under the United States Code;
  - e. You assign or delegate this Agreement and/or any rights thereunder;
  - f. You fail to acquire and maintain all required licenses, insurance policies, bonds, and permits;
  - g. The Department determines that the health, welfare, or safety of children in care is endangered; or,
  - h. The Department finds that you did not report any of the above occurrences.
2. In addition to the rights reserved in this Section, the State reserves the right to terminate this Agreement in whole or in part due to your failure to comply with any terms or conditions of this Agreement, or to make satisfactory progress in performing the Agreement. The Department shall follow all verbal notices of termination with a written formal notice of termination within seven days. The written notice of termination shall contain the grounds upon which the termination is based.
  3. Notwithstanding any other provision of this Agreement, this Agreement shall immediately terminate without prior notice upon any default hereunder that affects the health and safety of any child in care.

#### **7.6 EFFECT OF TERMINATION FOR DEFAULT**

1. The termination of this Agreement for default applies to you and the officers, directors, members, or partners of the Provider Principals. In addition, these Provider Principals, as well as employees of the Provider who engaged in the behavior that led to the default or who failed to comply with any provisions of this Agreement, may be disqualified from future participation as a contracted child care provider.
2. The Department may also choose not to contract with any Provider that has any employment relationship with the Provider Principals, their family members, or employees, or if any of them or any entities in which any of the Provider Principals have any interest, has an interest in, ownership, or control of the new provider.
3. The Department will consider the degree of the relationship with the Provider and the Provider Principals of a family member, employee, business associate, or business entity in determining whether to refuse to contract with a Provider.
4. If the Department terminates this Agreement under this Subsection, the Department will not reimburse you for any services delivered subsequent to the date of termination. If the Department has already reimbursed you for services after the date of termination, you agree to promptly reimburse the Department. You shall be entitled to receive reimbursement for authorized services that are delivered before the effective date of the termination.
5. Any termination of this Agreement by the State shall be without penalty or further obligation of the State.

#### **7.7 SUSPENSION OR DEBARMENT**

The State may, by written notice to you, immediately terminate this Agreement if the Department determines that you have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

#### **7.8 GRATUITIES**

The State may, by written notice to you, immediately terminate this Agreement if the Department determines that employment or a gratuity was offered or made by you or your representative to any officer or employee of the State for the purpose of influencing or securing the Agreement, an amendment to the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision about contract performance under the Agreement.

**7.9 CANCELLATION FOR CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the State may cancel this Agreement within three (3) 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 the State is or becomes at any time while the Agreement or an extension of the Agreement is 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 you receive written notice of the cancellation unless the notice specifies a later time. If you are a political subdivision of the State, you may also cancel this Agreement as provided in A.R.S. § 38-511.

**7.10 NON-AVAILABILITY OF FUNDS**

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

**8.0 AUDIT**

Pursuant to A.R.S. § 35-214, at any time during the term of this Agreement and five (5) years thereafter, your books and records shall be subject to audit by the State and, where applicable, the federal government, to the extent that the books and records relate to the performance of the Agreement.

In all audits, ADES may demand payment for audit exceptions from the owner(s) of record during the audit period and from the owner(s) of record since the audit period, unless clear showing responsibility for debts during the audit period is produced before disposition of the audit is determined.

**9.0 ARBITRATION**

Disputes regarding this Agreement shall be resolved to the extent required by A.R.S. § 12-1518.

**10.0 SURVIVAL OF RIGHTS AND OBLIGATIONS AFTER EXPIRATION OR TERMINATION OF THIS AGREEMENT**

All representations and warranties made by you under this Agreement shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in Title 12, Chapter 5 of the Arizona Revised Statutes.

**11.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

1. By entering into THIS AGREEMENT, the Provider warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. The Provider shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Provider shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor Immigration and Control Act, for all employees performing work under THIS AGREEMENT. I-9 forms are available for download at USCIS.GOV.
2. The State may request verification of compliance for any Provider or subcontractor performing work under THIS AGREEMENT. Should the State suspect or find that the Provider or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of THIS AGREEMENT for default, and suspension and/or debarment of the Provider. All costs necessary to verify compliance are the responsibility of the Provider.

## **12.0 IT 508 COMPLIANCE**

Unless specifically authorized in THIS AGREEMENT, any electronic or information technology offered to the State of Arizona under this Agreement shall comply with A.R.S. § 41-2531 and A.R.S. § 41-2532, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

## **13.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

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

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**ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
CHILD CARE ADMINISTRATION  
EXPULSION POLICIES AND PROCEDURES**

**I. POLICY STATEMENT**

The Arizona Department of Economic Security is committed to ensuring minimizing the expulsion rate at child care and early childhood programs that receive Child Care and Development Funds. The Department will provide assistance by creating better awareness for parents/guardians and child care programs related to any issues that may lead to the expulsion of children in care.

**II. APPLICABILITY**

This policy applies to the ADES eligible parents/guardians, ADES contracted child care providers that offer child care services to the eligible parents/guardians, ADES employees identified as a child care specialist including Eligibility, Certification, and Resource Specialists.

**III. AUTHORITY**

Child Care and Development Block Grant Act of 2014  
45 CFR Part 98                      Child Care and Development Fund (CCDF) Program  
A.R.S. § 46-801                      Child Care Services

**IV. DEFINITIONS**

ADES: Arizona Department of Economic Security (Department)

ADES Contracted: The ADHS licensed child care centers and ADHS certified child care group homes that hold a signed Child Care Registration Agreement with ADES/CCA, and ADES certified family child care providers.

ADHS: Arizona Department of Health Services

Best of Care Form: The Department approved form (CCA-1200A) or alternative approved form that is used for the purpose of collecting information about a child in care, which includes all the information listed in the section VI(A)(1)(a). If the form is developed by other than the Department, the form shall be approved by the Department prior to use.

CCA: Child Care Administration

Child Care Providers: The ADES contracted child care providers including ADHS licensed child care centers, ADHS certified child care group homes, and ADES certified family child care home providers.

Child Care Resource and Referral (CCR&R): A service the Department administers under A.R.S. § 41-1967. The assistance and resources regarding child care are provided to families, child care providers, and the community at no charge.

Department: Arizona Department of Economic Security (ADES)

Eligible parent/guardian: Parent/guardian who has been determined programmatically and financially eligible to receive child care subsidy by ADES/CCA.

Expulsion: The process of removing or excluding a child from a child care program.

IEP: Individualized Education Program

IFSP: Individual Family Service Plan

Inclusion Specialist: A certified teacher who has specialized knowledge of the current principles and techniques of educating students with significant disabilities in general education classrooms.

Mental Health Consultant: A mental health professional providing early childhood mental health consultation services.

Quality First Coach: A coach assigned by First Things First Quality First program who supports child care providers with personalized guidance, training and mentoring.

Resource Specialist: An ADES employee who is assigned to assist child care providers and parents/guardians whose child is facing a possible expulsion.

Work Day: Monday through Friday, excluding Arizona state holidays.

**V. STANDARDS**

A. Parents/Guardian Responsibilities:

1. Provide information about their child to help a child care provider create a positive experience in the child care setting by completing and submitting to the provider the Best of Care Form on or before the first day of attendance;
2. Maintain open communication with the child care provider to discuss any issues or potential issues related to the child and to share understanding of the available resources; and
3. Collaborate with the child care provider to identify and address any physical, cognitive, communication, social, emotional, adaptive and behavioral characteristics, issues and needs that may arise in the child care setting.

B. ADES Contracted Child Care Provider Responsibilities:

1. Maintain open communication with parents/guardians to discuss any issues or potential issues and to share understanding of the available resources including information and training;
2. Maintain open communication with a Resource Specialist and the Department, and seek assistance when in need;
3. Collaborate with parents/guardians to identify and address any physical, cognitive, communication, social, emotional, adaptive and behavioral characteristics, issues and needs that may arise in the child care setting;
4. Ensure that parents/guardians are informed of the reasons and timeline for expulsion;
5. Support the continual enrollment of a child facing possible expulsion by taking progressive action steps unless the expulsion is based on the reasons qualified for immediate expulsion stated in this policy; and
6. If expulsion is unavoidable, child care provider will give a five-work day written notice prior to a child's disenrollment

C. Resource Specialist Responsibilities:

1. Maintain open communication with the ADES Contracted child care providers, parents/guardians, ADES/CCA Contracts Unit, Eligibility Specialists and Certification Specialists;
2. Provide resources to the parents/guardians, child care providers, and to the Department including information and training to support the continual enrollment of a child facing possible expulsion; and
3. Assist parents/guardians in obtaining a different child care provider with no or as little interruption as possible after exhausting all resources.

## VI. PROCEDURES

### A. Participation:

1. Completion of the Best of Care (CCA-1200A) form or an equivalent form that is pre-approved by the Department
  - a. The Best of Care (CCA-1200A) form contains the following information:
    - i. Child's name and date of birth
    - ii. Parent/guardian's name;
    - iii. Provider or facility name;
    - iv. Parent/guardian's preferred method of communication;
    - v. A brief history of the child's experience in child care settings;
    - vi. Parent/guardian's concerns and goals regarding child care settings;
    - vii. Child's current developmental stage that includes physical, cognitive, communication, social, emotional, adaptive and behavioral characteristics, issues and needs; and
    - viii. Changes within the family, home or in the child's life which may affect the child's behavior and may require special attention.
  - b. The Best of Care (CCA-1200A) form is completed for each child enrolled in the ADES contracted child care provider, and provided to the child care provider on or before the first day of attendance.
  - c. Upon receipt of the Best of Care (CCA-1200A) form, the child care provider shall:
    - i. Review the form for completeness;
    - ii. Notify the parent/guardian of any questions regarding information on the form; and
    - iii. File the form in the child's file.
  - d. If the parent/guardian declines to complete the form, the provider will ensure that the parent/guardian checks the "Parent/Guardian declines to complete" box on the form.
  - e. Upon receipt of the uncompleted Best of Care (CCA-1200A) form, the provider will explain to the parent/guardian that the lack of information may make the provider less able to meet the child's needs if issues arise later.
2. Proactive Steps that should be taken to avoid Expulsion

Child care provider or designee shall address issues that may lead to expulsion by following the procedures listed below:

- a. Review the Best of Care (CCA-1200A) form in the child's file to see whether there are any steps or approaches advised by the parent to address the situation;
- b. Take preventative action to support child in managing his/her behaviors. Support might include talking with the child at the beginning of day about positive ways to replace the challenging behavior, helping the child practice regulating behaviors, and/or providing support when child begins to show signs of difficulty;
- c. Discuss with the parent/guardian any resources available to support their child's continuing participation in the child care setting;
- d. Reassess the classroom environment, appropriateness of activities, and supervision;
- e. Use positive language and methods when disciplining children;
- f. Acknowledge the child's appropriate behaviors;
- g. Apply consequences on a consistent basis for not following the rules or direction given;

- h. Give verbal warnings;
- i. Provide written documentation to parents/guardians of disruptive behaviors that may cause possible expulsion;
- j. Meet with the parent/guardian to discuss issues and options to prevent expulsion and to discuss ways to promote positive behavior; and,
- k. Seek assistance from community resources that may support the child's inclusion, this may include, with parent consent, the child's Primary Care Physician, IFSP, IEP or other team, Mental Health Consultant, Quality First Coach, Inclusion Specialist or other mental health providers if applicable.

3. Determination of the Need for Additional Resources

Child care providers and/or their designated staff are encouraged to develop and implement their internal procedures for including all children and preventing expulsion. When internal procedures do not resolve the issue, the provider will initiate a request for additional resources from the Resource Specialist.

a. Completion of the Request for Child Care Resources (CCA-1203A) Form

The child care provider will:

- i. Review the form and identify questions or potential solutions based on the information provided by the parent/guardians;
- ii. Describe specifically what has been challenging or concerning about caring for the child or working with the family;
- iii. Describe the outcome of the discussion with the child's parents/guardians about the issue; and,
- iv. Forward the form to the Resource Specialist.

b. Receipt of the Request for Resources (CCA-1203A) form and Provider Contact by the Department

- i. Within one business day of receipt of the email containing the completed Request for Resources (CCA-1203A) form, the Resource Specialist will:
  - 1) Contact the provider to discuss the issues presented in order to accurately identify applicable resources;
  - 2) Verify that the provider has communicated the issues with the parent/guardian;
  - 3) Offer available and applicable resources to the provider;
  - 4) Verify that the provider has informed the parent/guardian that Resource Specialist will send available and applicable resources to the parent/guardian directly; and,
  - 5) Coordinate with the child care provider to develop an action plan that includes:
    - a) Resources offered to the provider;
    - b) Steps that the provider has agreed to take to avoid expulsion; and,
    - c) The agreed upon timeframes to allow utilization of resources.

ii. This communication may be provided through email, or during a phone conversation.

c. Coordination by the ADES Resource Specialist for Parent/Guardian Contact

- i. Within one business day following the coordination of resources with the provider, the Resource Specialist sends available and applicable resources to the child's parent/guardian.
- ii. The Resource Specialist shall not forward the Request for Resources (CCA-1203A) form to the parent/guardian.

4. Discussion of the Reasons for Expulsion

The child care provider discusses the reasons for expulsion with the parent/guardian based on the actions of the parent or the child, and provides a five-work day written notice prior to a child's disenrollment.

- a. Immediate Causes for Expulsion: The provider discusses with the parent their policies that allow for immediate expulsion, without waiting the required five-work day period, or until alternate child care arrangements can be made, including, but not limited to the following:
  - i. The child care provider is unable to prevent the child from causing serious injury to others or to himself/herself; or
  - ii. The parent/guardian threatens or commits physical or intimidating actions toward a child care provider.
- b. Parental Actions for Child's Expulsion: The following actions or inactions on the part of a parent/guardian may result in expulsion of a child including, but not limited to the following:
  - i. Verbal or physical abuse to a child care provider;
  - ii. Threaten or commit physical or intimidating actions toward a child care provider; or
  - iii. Failure to pay required ADES co-payments or additional fees.
- c. A child will not be expelled if a child's parent/guardian:
  - i. Files a complaint to the ADHS Bureau of Child Care Facilities Licensing regarding alleged violations of regulatory requirements;
  - ii. Files a complaint to ADES regarding alleged violations of regulatory requirements;
  - iii. Reports alleged child abuse or neglect at the child care site; or
  - iv. Questions a child care provider regarding policies and procedures.

B. Expulsion and Notification to the Parent/Guardian

1. Provider notification to the Resource Specialist

- a. When the child care provider intends to expel a child, the provider shall send the Notification of Child Care Expulsion (CCA-1204A) form to a Resource Specialist. The provider will document on the form:
  - i. Planned date of expulsion;
  - ii. Reasons for expulsion; and
  - iii. Steps or actions taken to prevent expulsion, the dates the actions were taken, and the outcome of each action.
- b. Receipt of the Notification of Child Care Expulsion (CCA-1204A) form by the Resource Specialist starts a five-work day time period for the Department to coordinate with the parent/guardian to find a new provider and transition the child.

2. The Resource Specialist will:

- a. Contact the parent/guardian by phone within one work day of receipt of the Notification of Child Care Expulsion (CCA-1204A) form to discuss the last date child care services will be provided, and the need to select a new provider;
- b. Refer the parent/guardian to the Child Care Resource and Referral (CCR&R) to locate a new child care provider;
- c. Advise the parent/guardian to contact the assigned CCA Eligibility Specialist when a new child care provider is selected;

- d. Send a courtesy notification to the Eligibility Specialist. The Eligibility Specialist will send the family an Information Request/Notice of Closure requiring that the family select a new provider as specified in the Child Care Policy Manual; and
- e. Send a courtesy notification to the Certification Specialist if the child care provider is an ADES certified family child care provider.

C. Resource Specialist Follow Up and Next Steps

- 1. The Resource Specialist surveys families whose children have been expelled and the associated providers to gather information regarding alternative actions or steps to result in a positive outcome. This information will be used to improve the ADES Expulsion Policies and Procedures.
- 2. If there is a high rate of immediate expulsions for a specific child care provider or facility, the Department may require the provider or facility owner to attend identified training, or identify other actions as appropriate to the situation.

D. ADES Follow Up and Next Steps

The Department may send surveys to families regarding:

- 1. Their experiences to determine if children are being suspended or families are being encouraged to identify new placements rather than be expelled;
- 2. Any topics that are critical in supporting all child care programs to increase the quality of care; or
- 3. Any topics that are critical in supporting families to receive high quality child care services.

**VII. FORMS INDEX**

CCA-1200A	Best of Care
CCA-1203A	Request for Child Care Resources
CCA-1204A	Notification of Child Care Expulsion

**This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information.**

Arizona Department of Economic Security (ADES)  
 Child Care Administration (CCA)  
 Provider Contracts Unit

**REQUEST FOR SEARCH OF BACKGROUND CHECKS**

The information contained in the Central Registry of Arizona Department of Child Safety (ADCS), and any attached files shall be used as a factor to determine qualifications for individuals applying for contracts with this state, including employees of the prospective contractor, contractors, and subcontractors for positions that provide direct services to children. **The information contained in the ADCS Central Registry and any attached files are confidential and shall not be further disseminated or shared. SPECIAL NOTE: In order to adhere to confidentiality requirements, this document can only be completed by either the owner or the individual responsible for hiring staff and volunteers for this facility.**

**Please PRINT or TYPE the information accurately and completely in all the fields below and on the subsequent pages.**

PROVIDER NAME <i>(Last, First, M.I.)</i>		PROVIDER I.D. ASSIGNED BY DES	
Licensed Center Number CDC-_____		Certified Group Home Number: SGH-_____	
Tracking Number: _____ Please create your own tracking number. It must not exceed eight (8) characters which can be any combination of numbers, letters, and/or symbols.		Contract Number* assigned by DES: SX _____ *located on the Signature Page of the Registration Agreement (contract)	Check one: <input type="checkbox"/> New Contract <input type="checkbox"/> Contract Extension <input type="checkbox"/> New Employee Hire
PHONE NUMBER <i>(Please include area code):</i>		EMAIL ADDRESS:	
MAILING ADDRESS <i>(No., street, city, state, zip)</i>			
Name of person submitting this request who can attest to the existence of a signed <i>Direct Service Position</i> form for each name submitted. <i>(Please print)</i>			
REQUESTER'S SIGNATURE			
DIVISION / DEPARTMENT: <u>DCFE / CCA</u>		CONTACT PERSON: <u>Francesca Romero</u>	

**SUBMIT YOUR COMPLETED REQUEST THROUGH ONE OF THE FOLLOWING METHODS:**

**Mail to:** CCA Background Investigation Unit  
 Attention: Francesca Romero  
 Post Office Box 6123  
 S/C 944C  
 Phoenix, AZ 85005

**OR Email [secured] to:** [CCACentralRegistry@azdes.gov](mailto:CCACentralRegistry@azdes.gov)

**Faxed request documents will NOT BE ACCEPTED or PROCESSED.**

**You will receive an emailed response which contains one or more of the following results.**

- **Unable to process**
- **All staff cleared**
- **Substantiated finding (non-disqualifying)**
- **Substantiated finding (disqualifying)** – [A list of the *Disqualification Acts* is attached for your information.]
- **Substantiated finding (disqualifying with exception granted)**

FOR INTERNAL USE ONLY		
Date of search:	Number of names checked:	Checks completed by (initials)

**Provider Name:** \_\_\_\_\_ **Provider I.D.:P** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_

**INDIVIDUAL INFORMATION FOR SEARCH OF BACKGROUND CHECKS**

**(Please copy as many of this page as needed and number them accordingly.)**

LAST NAME	FIRST NAME	FULL MIDDLE NAME <i>(No initials unless name is initial only)</i>
-----------	------------	--

ALL PREVIOUS NAMES *(Such as maiden, prior marriages, nick names)*

SEX <input type="checkbox"/> Male <input type="checkbox"/> Female	DATE OF BIRTH <i>(MM/DD/YY)</i>	SOCIAL SECURITY NUMBER
---	---------------------------------	------------------------

CURRENT ADDRESS: *(No., street, city, state, zip code)*

Has the person lived in other state(s) in the past five (5) years? No  Yes   
If YES, please attach the *Direct Service Position Supplement #1*.

**FOR INTERNAL USE ONLY**

DCSCR	Out of State	Criminal/Sex Offender	National Crime Info Center	FBI Fingerprint	National Sex Offender
<input type="checkbox"/> NF <input type="checkbox"/> ND <input type="checkbox"/> DISQ <input type="checkbox"/> EXC	<input type="checkbox"/> NF <input type="checkbox"/> DISQ				
PID: _____ Report No: _____ Character Code: _____					

LAST NAME	FIRST NAME	FULL MIDDLE NAME <i>(No initials unless name is initial only)</i>
-----------	------------	--

ALL PREVIOUS NAMES *(Such as maiden, prior marriages, nick names)*

SEX <input type="checkbox"/> Male <input type="checkbox"/> Female	DATE OF BIRTH <i>(MM/DD/YY)</i>	SOCIAL SECURITY NUMBER
---	---------------------------------	------------------------

CURRENT ADDRESS *(No., street, city, state, zip code)*

Has the person lived in other state(s) in the past five (5) years? No  Yes   
If YES, please attach the *Direct Service Position Supplement #1*.

DCSCR	Out of State	Criminal/Sex Offender	National Crime Info Center	FBI Fingerprint	National Sex Offender
<input type="checkbox"/> NF <input type="checkbox"/> ND <input type="checkbox"/> DISQ <input type="checkbox"/> EXC	<input type="checkbox"/> NF <input type="checkbox"/> DISQ				
PID: _____ Report No: _____ Character Code: _____					

LAST NAME	FIRST NAME	FULL MIDDLE NAME <i>(No initials unless name is initial only)</i>
-----------	------------	--

ALL PREVIOUS NAMES *(Such as maiden, prior marriages, nick names)*

SEX: <input type="checkbox"/> Male <input type="checkbox"/> Female	DATE OF BIRTH <i>(MM/DD/YY)</i>	SOCIAL SECURITY NUMBER
--	---------------------------------	------------------------

CURRENT ADDRESS: *(No., street, city, state, zip code)*

Has the person lived in other state(s) in the past five (5) years? No  Yes   
If YES, please attach the *Direct Service Position Supplement #1*

DCSCR	Out of State	Criminal/Sex Offender	National Crime Info Center	FBI Fingerprint	National Sex Offender
<input type="checkbox"/> NF <input type="checkbox"/> ND <input type="checkbox"/> DISQ <input type="checkbox"/> EXC	<input type="checkbox"/> NF <input type="checkbox"/> DISQ				
PID: _____ Report No: _____ Character Code: _____					

**ATTACHMENT TO REQUEST FOR SEARCH OF BACKGROUND CHECKS (CCA-1211AFORNA)  
DISQUALIFICATION ACTS**

A person is disqualified from providing services to ADES clients in a direct service position if he/she is identified as the subject of the substantiated report for any of the following.

<b>Code</b>	<b>Definition</b>
24	Child death due to alleged abuse or neglect, or suspicious death
25	Injuries requiring emergency medical treatment
27	Child age 24 months is shaken (shaken baby syndrome)
33	Untreated life threatening condition, Infant Doe, Non-organic FTT
37	Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker
38	Neglect results in injury/illness requiring emergency medical treatment
39	Imminent harm to child due to health or safety hazards in living environment/exposure to the elements
40	Child diagnosed as suicidal by mental health professionals, parent refused to allow treatment
41	Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven (7) days
42	Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has been examined
43	Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now
45	Injuries may require medical treatment
46	P3 Injury to child under age six (6) years
50	Living environment presents health or safety hazards to a child under the age of six (6)
51	Sexual conduct/physical injury between children due to inadequate supervision
54	Sexual behavior within the past 8-14 days
55	Child diagnosed by mental health professional with behavior consistent with emotional abuse
56	Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one (1) week
66	Significant developmental delays due to neglect
69	Attempted sexual behavior or sexual behavior, 14 days to three (3) years or last occurrence unknown
72	Parent, guardian or custodian suggests or entices child to engage in sexual behavior, no touching
76	Use of child by parent, guardian or custodian for material gain
82	Parent, guardian or custodian sexually abused a child in past, now in home with a child
83	Attempted sexual behavior or sexual behavior when last occurred more than three (3) years
101	Death of a child due to neglect
111	Death of a child due to physical abuse or suspicious death
201	Physical abuse high risk
202	Physical abuse moderate risk
301	Neglect, high risk
302	Neglect, moderate risk
401	Sexual abuse, high risk
402	Sexual abuse, moderate risk
403	Sexual abuse, low risk
404	Sexual abuse, response 4
501	Emotional abuse, high risk
502	Emotional abuse, moderate risk

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request.

**EMPLOYERS: Please retain this form in your confidential files. Please DO NOT submit to ADES.**

ARIZONA DEPARTMENT OF ECONOMIC SECURITY (ADES)  
 Child Care Administration (CCA)  
 Provider Contracts Unit

**DIRECT SERVICE POSITION (Certification form)**

You are being provided this form because you have applied for a position that provides direct services to children of the Arizona Department of Economic Security (ADES). Arizona state law requires that all individuals who provide direct services to children certify whether an allegation of abuse or neglect was made against them and was substantiated. Your information, upon submission by your employer, will be searched through the Arizona Department of Child Safety (ADCS) Central Registry as well as the following local and national registries of any state in which you have resided in the previous five (5) years: Criminal and Sex Offender, Child Abuse and Neglect, National Crime Information Center (run by the FBI), FBI Fingerprint Check using Next Generation Identification, and National Sex Offender. All information contained on this form is confidential and will be retained as such by your employer.

LAST NAME	FIRST NAME	FULL MIDDLE NAME <i>(No initials unless name is initial only)</i>
-----------	------------	--

ALL PREVIOUS NAMES *(such as maiden, prior marriages nick names.)*

SEX <input type="checkbox"/> Male <input type="checkbox"/> Female	DATE OF BIRTH (MM/DD/YY)	SOCIAL SECURITY NUMBER
--	--------------------------	------------------------

CURRENT ADDRESS *(No., street, city, state, zip code)*

- **Have you lived in other state(s) in the past five (5) years?**     No     Yes    If Yes, please complete the *Direct Service Position Supplement #1* form.
- **Are you currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction?**  
 No     Yes
- **Have you ever been the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction that resulted in a substantiated (determined to have occurred) finding?**     No     Yes.    If Yes, please answer the following questions. If you need additional space, please use the *Direct Service Position Supplement #2* form.

**When** was/were the investigation(s) conducted? \_\_\_\_\_

**Where** was/were the investigation(s) conducted? \_\_\_\_\_

**What** was/were the allegations? *(Please print or type.) Do not include the name of any child or person involved in the investigation.*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Direct Service Position Supplement #2 attached*     No     Yes

**STATEMENT OF CERTIFICATION**

**By signing this form and any supplement(s), if applicable, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.**

SIGNATURE	DATE
-----------	------

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-542-4248; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. Disponible en español en la oficina local.





**DIRECT DEPOSIT ENROLLMENT  
CENTERS AND GROUP HOMES**

Initial Request       Change Request

NAME		TITLE
PROVIDER ID NUMBER	NAME OF FACILITY	
PROVIDER ID NUMBER	NAME OF FACILITY	
PROVIDER ID NUMBER	NAME OF FACILITY	
PROVIDER ID NUMBER	NAME OF FACILITY	
PROVIDER ID NUMBER	NAME OF FACILITY	
PROVIDER ID NUMBER	NAME OF FACILITY	
NAME OF CORPORATION		
MAILING ADDRESS (No., Street, City, State, ZIP)		
DAYTIME PHONE NO.	NAME OF FINANCIAL INSTITUTION	
ROUTING NO.	ACCOUNT NO.	

I authorize the State of Arizona and the financial institution to process credit entries to the bank account number stated on this form. I will notify the State of Arizona of any known changes or closure of my bank account. When the State of Arizona is notified by my financial institution of changes affecting this direct deposit, the State of Arizona is authorized to make the applicable changes. This authorization is to remain in effect until a new authorization is received.

SIGNATURE	DATE
-----------	------

Please submit this form with a copy of a voided check to:

Department of Economic Security  
Child Care Administration  
Payment Processing Unit  
P.O. Box 6123, 944C  
Phoenix, AZ 85005

**NOTE:**

**Your enrollment cannot be processed without a copy of a voided check attached. Please allow 60 days for Direct Deposit to start. Thank you.**

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-542-4248; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Ayuda gratuita con traducciones relacionadas con los servicios del DES está disponible a solicitud del cliente.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
 Child Care Administration  
**CHILD CARE PROVIDER RATE AGREEMENT**  
*Please read the reverse for additional information.*

PROVIDER/FACILITY'S NAME	PROVIDER NUMBER
--------------------------	-----------------

**Check (✓) only one**  
 INITIAL RATE NOTIFICATION                       RATE REVISION

Instructions to Child Care Provider:

1. Complete and submit original and canary copy of this agreement (*faxed copies are unacceptable*).
2. Rate revision only: (*ALL RATE REVISIONS SHALL BE EFFECTIVE ON THE FIRST DAY OF THE MONTH.*)

Provider shall submit the Child Care Provider Rate Agreement a minimum of 30 days prior to the proposed effective date of any changes to the Child Care Provider's rates.

Enter the month and year your proposed rate revision will begin \_\_\_\_\_. (*Month and year entered may not be the same month and year DES makes rates effective.*)

**FOR DES USE ONLY:** Month and year entered to this section indicate the actual month and year DES made the provider's

rate revision effective: \_\_\_\_\_.

3. Rates entered in the "PROVIDER'S RATE" column below must be your normal and customary charges. Rates entered to this column will apply to all families (*DES and non-DES families*) enrolled in the provider's facility.

Information Regarding the DES Reimbursement Rates:

1. The DES will pay the rates indicated in the shaded area entitled RATES AUTHORIZED BY DES minus any DES required customer co-payment. (*Co-payment: An amount established by DES requiring families to pay to the provider.*)
2. The DES shall review its provider's rates, complete the shaded areas, sign the Agreement and return the canary copy to the provider. DES shall maintain the original in the provider's file.
3. Reimbursement rates authorized by DES under this Agreement may be revised through a fully executed Child Care Provider Rate Agreement or upon thirty (30) days written notice to the provider of the revised reimbursement rates established by DES.

**DO NOT LIST HOURLY, WEEKLY, OR MONTHLY RATES.**

**RATES ENTERED BELOW SHOULD BE A FULL DAY DAILY RATE AND/OR A PART DAY DAILY RATE.**

**DO NOT ENTER INFORMATION TO SHADED AREAS. DES USE ONLY**

AGE GROUPS	PROVIDER'S RATES		RATES AUTHORIZED BY DES	
Do not change age groups below.	*Full Day (6 hrs or more)	**Part Day (Less than 6 hrs)	*Full Day (6 hrs or more)	**Part Day (Less than 6 hrs)
Infants: Birth (0 through 12 months)				
Toddlers: One (1) and Two (2) years-old				
Preschool: Three (3), Four (4), Five (5) years-old				
School Age: Six (6) through Twelve (12) years-old				

CHILD CARE PROVIDER'S SIGNATURE	DATE
DES AUTHORIZED REPRESENTATIVE'S SIGNATURE	DATE POSTED

Distribution: Original, white, to DES Provider File • Copy, canary, to Provider  
 See reverse EOE/ADA/LEP/GINA disclosures.

## CO-PAYMENT/RATE INFORMATION

A Provider/Parent/Guardian's Agreement for Child Care Charges (CC-208) shall be completed for all DES children in care. A new agreement shall be completed prior to each change in child care rates, co-payment amounts or additional charges.

1. DES eligible parents may be required to pay a portion of their child care costs.
2. DES co-payment amounts are indicated on the Certificate of Authorization. The part day co-payment amount is one half the full day co-payment.
3. The client pays the required co-payment directly to the child care provider.
4. The provider is required to maintain co-payment balances separately from any other monies the client owes. All money paid by the DES eligible parents will be applied to the co-payment balance.
5. If the client has not paid the co-payment for two (2) or more weeks, and satisfactory arrangements have not been made, the provider will complete the Unpaid Co-Payment Worksheet (CCA-1021A) and forward it to the client's Child Care Specialist.
6. If co-payments in arrears are not paid or satisfactory arrangement to pay have not been made with the provider, DES may terminate client benefits.
7. DES will not process outstanding co-payment balances more than 180 days old.
8. In some cases, clients may have fees in addition to the DES established co-payment (additional child care charges). Note: DES will not become involved in disputes regarding outstanding additional fees owed by clients.
9. The provider shall not bill DES for more than the maximum units authorized. The client is responsible for payment of any additional services used. The actual units utilized by the client are not to exceed the maximum number of units authorized.
10. The provider shall give the client an itemized, dated receipt for co-payments and other fees paid, if requested.

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, (602) 542-6825; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Disponible en español en línea o en la oficina local.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
Child Care Administration

**PROVIDER'S CHILD CARE OPERATIONAL INFORMATION**

*See the reverse for completion instructions.*

1. FACILITY'S NAME		2. FACILITY'S AREA CODE & PHONE NO. (      )	
3. FACILITY'S LOCATIONAL ADDRESS (No., Street, City, State, ZIP)		FAX (      )	
4. MAILING ADDRESS (No., Street, City, State, ZIP)		5. COUNTY	
6. OWNER'S FULL NAME			
7. DEPARTMENT OF HEALTH SERVICES (DHS) LICENSURE DHS CDC or SGH No.: _____ DHS License End Date: _____			
8. TAX REPORTING CLASSIFICATION (Check one) <input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit			
9. TYPE OF BUSINESS <input type="checkbox"/> Military Base <input type="checkbox"/> Public School <input type="checkbox"/> Corporation <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Minority Business <input type="checkbox"/> Sole Proprietorship			
<b>IF AN INCORPORATED SITE, A SCHOOL DISTRICT SITE OR CHURCH OWNED, COMPLETE ITEMS 10 THROUGH 14.</b>			
10. CORPORATION NAME OR SCHOOL DISTRICT NAME OR CHURCH NAME		11. AREA CODE & PHONE NO. (      )	
12. LOCATIONAL ADDRESS (No., Street, City, State, ZIP)		FAX (      )	
13. CONTACT PERSON'S FULL NAME AND TITLE FOR CHILD CARE ADMINISTRATION		14. EMAIL ADDRESS	
15. AGE RANGE OF CHILDREN TO BE SERVED BY YOUR FACILITY (Check all that apply) <input type="checkbox"/> Infant (Birth to 12 months) <input type="checkbox"/> Toddler (1 & 2 years) <input type="checkbox"/> Preschool (3, 4, & 5 years) <input type="checkbox"/> School-Age (6 through 12 years)			
16. WEEKDAY HOURS OPEN (MONDAY – FRIDAY) Opening Time: _____ Closing Time: _____		17. WEEKEND HOURS OPEN (SATURDAY – SUNDAY) Opening Time: _____ Closing Time: _____	
<b>Do you provide Child Care 24 hours 7 days a week:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
18. CHECK THE DAYS YOUR FACILITY WILL BE CLOSED DURING THE YEAR <input type="checkbox"/> New Year's Day <input type="checkbox"/> Martin Luther King Day <input type="checkbox"/> Presidents' Day <input type="checkbox"/> Memorial Day <input type="checkbox"/> Independence Day <input type="checkbox"/> Labor Day <input type="checkbox"/> Columbus Day <input type="checkbox"/> Veterans' Day <input type="checkbox"/> Thanksgiving Day <input type="checkbox"/> Christmas Day			
19. CHECK ALL THAT APPLY <input type="checkbox"/> Transportation Provided <input type="checkbox"/> Registration Fees Applied <input type="checkbox"/> Charge Parent for Days Child Does Not Attend Facility <input type="checkbox"/> Meals Provided <input type="checkbox"/> I am a Participant of the Child and Adult Care Food Program			
20. ARE YOU A *SECTARIAN ORGANIZATION OR SECTARIAN CHILD CARE PROVIDER <input type="checkbox"/> Yes <input type="checkbox"/> No			
* "Sectarian organization or sectarian child care provider means religious organizations or providers generally, not merely those of a specific religious character or that are affiliated with a church or synagogue. The terms embrace any organization or provider that engages in religious conduct or activity or that seeks to maintain a religious identity in some or all of its functions. There is no requirement that a sectarian organization or provider be managed by clergy or have any particular degree of religious management, control, or content." (Child Care and Development Block Grant 45 CFR Part 98.2 ii)			
21. SIGNATURE OF OWNER OR PERSON AUTHORIZED TO SIGN			
22. TITLE OF PERSON WHO SIGNED LINE 21		23. DATE	

Routing: **Original** – Contract File; **Canary** – Provider

## Completion Instructions for CC-100 PROVIDER'S CHILD CARE OPERATIONAL INFORMATION

A. Purpose. Registration for the provision of child care services is designed to provide demographic information and service delivery capability on the part of the provider and ensure payment for eligible child care services. The information will become a permanent part of the Child Care Provider Registration Agreement (Agreement) and Contract File if a registration agreement is awarded. It will also be used to input information in the computer. Therefore, accuracy in preparing this document is essential.

**ALL SECTIONS MUST BE COMPLETED. IF A SECTION DOES NOT APPLY, MARK "N/A," (NOT APPLICABLE).**

B. Completion. Items not listed are self-explanatory.

1. **FACILITY'S NAME** – Enter the full business name of the facility.
6. **OWNER'S FULL NAME** – Enter the name of the owner(s) if sole proprietorship or partnership. If incorporated, enter the name of the corporation. If governed by a school district enter the school district's name. If owned and operated by a church enter the church's name.
7. **DEPARTMENT OF HEALTH SERVICES (DHS) LICENSURE** – Enter your DHS assigned CDC number (*issued to a Child Care Center*) or SGH number (*issued to a Group Home*), and license end date if presently licensed by DHS.
10. **CORPORATION NAME OR SCHOOL DISTRICT NAME OR CHURCH NAME** – If incorporated, enter the name of the corporation. If governed by a school district enter the school district's name. If owned and operated by a church, enter the church's name.
11. **AREA CODE & PHONE NO.** – Enter the phone number and fax number of the corporation, school district or church.
13. **CONTACT PERSON'S FULL NAME AND TITLE FOR CHILD CARE ADMINISTRATION** – Enter the name of the person the Contracts Unit can contact regarding contractual issues.
15. **AGE RANGE OF CHILDREN TO BE SERVED BY YOUR FACILITY** – Mark the age group of children that services will be provided for. **Note: only mark the age group boxes DHS has licensed your facility to provide child care services for.**
20. **ARE YOU A \*SECTARIAN ORGANIZATION OR SECTARIAN CHILD CARE PROVIDER** – If the facility is owned and operated by a church organization, mark the "Yes" box, otherwise mark the "No" box.

C. Routing. Original is placed in the contract file. The Canary copy is attached to the Agreement and forwarded to the provider for retention.

D. Retention. This record shall be retained for a period of five (5) years after termination of the Agreement.

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-542-4248; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Disponible en español en la oficina local.



# State of Arizona Substitute W-9 & Vendor Authorization Form

Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
3. You will receive payment from the State of Arizona.

### Type of Request (Must select at least ONE)

New Request   
  New Location (Additional Address ID)   
  Change (Select the type(s) of change from the following:

Tax ID   
  Legal Name   
  Entity Type   
  Minority Business Indicator  
 Main Address   
  Remittance Address   
  Contact Information

### Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN)  OR Federal Employer Identification Number (FEIN)

### Entity Name (\* Must Provide Legal Name. Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name\*

DBA Name

### Entity Type (Must Select One of the Following)

Individual/Sole Proprietor or single-member LLC (6I)   
  An International organization or any of its agencies/instrumentalities (5U)  
 Corporation (5A)   
  The US or any of its political subdivisions or instrumentalities (2G)  
 Partnership (5C)   
  A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)  
 Limited liability company (LLC) including Corporations & Partnerships (5A)   
  Other: Tax Reportable Entity (5P)   
 Description   
 Other: Tax Exempt Entity (5H)

### Minority Business Indicator (Must select one of the following)

Small Business (01)   
  Small, Woman Owned Business- Hispanic (31)   
  Minority Owned Business- African American (04)  
 Small Business- African American (23)   
  Small, Woman Owned Business- Native American (33)   
  Minority Owned Business- Asian (32)  
 Small Business- Asian (24)   
  Small, Woman Owned Business- Other Minority (11)   
  Minority Owned Business- Hispanic (74)  
 Small Business - Hispanic (25)   
  Woman Owned Business (03)   
  Minority Owned Business- Native American (15)  
 Small Business- Native American (27)   
  Woman Owned Business- African American (17)   
  Minority Owned Business- Other Minority (02)  
 Small Business- Other Minority (05)   
  Woman Owned Business- Asian (18)   
  Non-Profit, IRC §501(c) (88)  
 Small, Woman Owned Business (06)   
  Woman Owned Business- Hispanic (19)   
  Non-Small, Non-Minority or Non-Woman Owned Business (00)  
 Small, Woman Owned Business- African American (29)   
  Woman Owned Business- Native American (21)  
 Small, Woman Owned Business- Asian (30)   
  Woman Owned Business- Other Minority (08)   
  Individual, Non-Business (00)

### Veteran Owned Business? YES NO

**Main Address** (Where tax information and general correspondence is to be mailed)   
**Remittance Address** (Where payment is to be mailed)  Same as Main

Address    
 Address Line 1   
 Address Line 2   
 City  State  Zip code    
 City  State  Zip code

### Vendor Contact Information

Name  Title

Phone #  Ext.  Fax  Email

### Certification Exempt from backup withholding

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

**The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.**

Signature  Title  Date

Return completed form to the state agency with whom you do business, for review and authorization.

### STATE OF ARIZONA AGENCY USE ONLY - AGENCY AUTHORIZATION VENDOR: DO NOT WRITE BELOW THIS LINE

State HRIS EIN	<input type="text"/>	Print Name	<input type="text"/>	Signature	<input type="text"/>
AGY	<input type="text"/>	Title	<input type="text"/>	Phone #	<input type="text"/>
				Email	<input type="text"/>
				Date	<input type="text"/>

### STATE OF ARIZONA GAO USE ONLY VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

IRS TIN Matching   
  HRIS   
  Other   
 Vendor Number    
 Processed by    
 Date Processed

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
Child Care Administration

## BEST OF CARE FORM

This confidential form is to help your child care provider support the growth and development of your child while creating a safe, stable and healthy environment for all children. By providing complete information about your child, you will be assisting us in creating a positive experience for your child while in child care.

**Instructions:** This form is to be completed by a parent/guardian and must be on file at the child care facility on or before a child's first day of attendance. If additional space is needed, attach a separate sheet of paper.

CHILD'S NAME	DATE OF BIRTH
--------------	---------------

PARENT/GUARDIAN COMPLETING THIS FORM	WHAT IS YOUR PREFERRED METHOD OF COMMUNICATION?
--------------------------------------	---

PROVIDER/CENTER NAME

Has your child attended child care in the past?  Yes  No

*If yes, what type of setting(s) was your child in? (Family child care, group care, etc.)*

What did you like most about your child's previous child care setting?

What did you like least?

Other comments:

What is important to you about your child's care?

Who is important to your child?

Does your child prefer to play alone or with other children?  Alone  Other children

Does your child have a favorite toy or comfort object?  Yes  No

*If yes, what?*

What is your child's current sleep schedule?

Does your child fall asleep easily?  Yes  No

What is his/her mood upon waking?

What does your child like?

What does your child dislike?

See reverse for EOE/ADA/LEP/GINA disclosures

CHILD'S NAME

Special things you say or do to comfort your child are?

How do you know when your child is:

*Happy?*

*Sad?*

*Mad?*

*Tired?*

*Other?*

How does your child react when:

*Something unexpected happens?*

*Something happens he/she doesn't like?*

*He/She is scared?*

*Other?*

Does your child have any health issues?  Yes  No

*If yes, please explain:*

Does your child have any other special needs?  Yes  No

*If yes, please explain:*

Events at home often influence a child's behavior, for example: changes in the family, such as a new sibling, separation or divorce, or moving to a new home. Knowing about these transitional times will allow us to provide special attention, understanding, and care that your child needs.

Has anything happened recently in your child's life that might have an effect on him/her?  Yes  No

*If yes, please explain:*

Is there anything else you would like to share about your child that you feel would help us create a positive environment and relationship for your child?

Parent/Guardian declined to complete

Parent/Guardian Signature

Date

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-542-4248; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Disponible en español en línea o en la oficina local.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
Child Care Administration

**PROVIDER/PARENT/GUARDIAN'S AGREEMENT FOR CHILD CARE CHARGES**

CHILD CARE PROVIDER'S NAME	CHILD CARE PROVIDER'S TAX ID NO.
----------------------------	----------------------------------

PARENT/GUARDIAN'S NAME *(First, Last)* \_\_\_\_\_

CHILD'S NAME(S) *(First, Last)*  
1<sup>st</sup> Child \_\_\_\_\_ 2<sup>nd</sup> Child \_\_\_\_\_

3<sup>rd</sup> Child \_\_\_\_\_

DAILY CHILD CARE CHARGES LINES 1-8 MUST BE COMPLETED	FULL DAY <i>(6 hrs. or more)</i>			PART DAY <i>(Less than 6 hrs.)</i>		
	1st	2nd	3rd	1st	2nd	3rd
1. Provider's daily rate.	\$			\$		
2. Meals: Enter <u>daily</u> cost <i>(If cost of meal is included in the Provider's Daily Rate on line 1, enter 0).</i>	\$			\$		
3. Transportation: Enter <u>daily</u> cost <i>(If cost of transportation is included in the Provider's Daily Rate on line 1, enter 0).</i>	\$			\$		
4. Add lines 1, 2, & 3, enter amount. TOTALS ARE THE PROVIDER'S PROJECTED DAILY CHILD CARE CHARGES.	\$			\$		

DES REIMBURSEMENT RATE/ASSIGNED COPAYMENT	FULL DAY <i>(6 hrs. or more)</i>			PART DAY <i>(Less than 6 hrs.)</i>		
5. Enter amount DES will subsidize the provider <i>(See CC-214, Child Care Provider Rate Agreement).</i>	\$			\$		
6. Enter amount of Parent/Guardian's <u>daily</u> DES Assigned Copayment <i>(See Certificate of Authorization).</i>	\$			\$		
7. Subtract line 6 from line 5 and enter amount. THIS IS THE DAILY RATE DES WILL REIMBURSE THE PROVIDER.	\$			\$		

PARENT/GUARDIAN'S RESPONSIBLE DAILY CHARGES	FULL DAY <i>(6 hrs. or more)</i>			PART DAY <i>(Less than 6 hrs.)</i>		
8. Subtract line 7 from line 4 and enter amount. THIS IS THE DAILY AMOUNT OF THE PROVIDER RATE NOT SUBSIDIZED BY DES, AND THE RESPONSIBILITY OF THE PARENT/GUARDIAN TO REIMBURSE THE PROVIDER.	\$			\$		

ADDITIONAL FEES THE PARENT/GUARDIAN ARE RESPONSIBLE TO PAY						
DESCRIPTION	FREQUENCY OF PAYMENT			AMOUNT OF PAYMENT		
Registration Fees:				\$		
Other <i>(Specify)</i> :				\$		
Other <i>(Specify)</i> :				\$		

This Agreement for Child Care Charges will expire on *(enter "Authorization End Date" from Certificate of Authorization)* or when program eligibility changes; thereby resulting a change to the established daily charges on line 8.

**SIGNATURES *(Provider/Parent/Guardian are required to sign and date below)***

As the parent/guardian of the child(ren) in care, I agree to accept responsibility for the payment of the DES Assigned Full/Part Day Copayment on line 6, the Full/Part Day Charges listed on line 8 or any "Additional Fees."

PARENT/GUARDIAN'S SIGNATURE	DATE
-----------------------------	------

As the provider, I understand that the DES will not monitor the parent/guardian's payment for charges that exceed the Full/Part Day Charges on line 7, the Full/Part Day Charges listed on line 8 or any "Additional Fees."

CHILD CARE PROVIDER'S SIGNATURE	DATE
---------------------------------	------

DISTRIBUTION: **Original** *(white)* - for provider; **Copy** *(canary)* - for parent/guardian

See reverse for EOE/ADA/LEP/GINA disclosures

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-542-4248; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Disponible en español en la oficina local.

Attachment

**REQUEST FOR CHILD CARE RESOURCES**

This form is designed to assist child care providers in requesting available resources when issues arise that may result in expulsion of a child from the child care setting.

Instructions: **Complete all sections of this form and forward the form to a DES Resource Specialist.** The DES Resource Specialist will provide resources within one business day of receipt of this request.

CHILD'S NAME (Last, First, MI)	DATE OF BIRTH	DATE OF ENROLLMENT
--------------------------------	---------------	--------------------

PARENT/GUARDIAN'S NAME	PHONE NUMBER
------------------------	--------------

DOES THE CHILD ATTEND: <input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time	DOES CHILD ATTEND REGULARLY? <input type="checkbox"/> Yes <input type="checkbox"/> No	URGENCY OF REQUEST: <i>Do you feel that expulsion of this child is:</i> <input type="checkbox"/> Likely <input type="checkbox"/> Imminent
---	--	--

CENTER DIRECTOR OR PERSON COMPLETING THIS FORM:	PHONE NUMBER
---	--------------

PROVIDER/CENTER BUSINESS NAME: \_\_\_\_\_

**PREFERRED METHOD TO CONTACT**

PHONE NUMBER	BEST TIME TO CALL	EMAIL ADDRESS
--------------	-------------------	---------------

Have you consulted the Best of Care form? Yes  No

What has been challenging about caring for this child and/or working with this family?  
\_\_\_\_\_

Have you discussed this issue with the parent/guardian? Yes  No  What was the outcome?  
\_\_\_\_\_

Have you discussed this issue with a supporting professional? *(For example: Mental Health Consultant, DCS Case Manager, Inclusion Specialist)* Yes  No

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-542-4248; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Ayuda gratuita con traducciones relacionadas con los servicios del DES está disponible a solicitud del cliente.

Date: \_\_\_\_\_

**NOTIFICATION OF CHILD CARE EXPULSION**

This form is to be used by a child care provider to notify DES of disenrollment of a child from their child care setting.

Instructions: **Provider is required to provide documentation of the steps taken to prevent this expulsion. This form must be completed by the child care provider and emailed to a DES Resource Specialist.** The DES Resource Specialist will contact the provider and the parent/guardian’s eligibility specialist to change the child care authorization.

CHILD'S NAME <i>(Last, First, MI)</i>		CHILD'S ID NUMBER	DATE OF BIRTH <i>(MM/DD/YY)</i>
PARENT/GUARDIAN'S NAME		PHONE NUMBER	
DATE OF ENROLLMENT <i>(MM/DD/YY)</i>		PLANNED DATE OF EXPULSION <i>(MM/DD/YY)</i>	
DATE REQUEST FOR RESOURCES SUBMITTED TO DES <i>(MM/DD/YY)</i>		DATE PARENT/GUARDIAN NOTIFIED <i>(MM/DD/YY)</i>	
PROVIDER NAME <i>(Last, First, MI)</i>		PHONE NUMBER	
BUSINESS CENTER NAME			
<b>PREFERRED METHOD TO CONTACT</b>			
PHONE NUMBER	BEST TIME TO CALL	PROVIDER EMAIL ADDRESS	
REASON(S) FOR EXPULSION:			
STEPS OR ACTIONS TAKEN TO PREVENT THIS EXPULSION <i>(include dates of actions taken):</i>			
OTHER:			
PROVIDER SIGNATURE			DATE

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-542-4248; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Ayuda gratuita con traducciones relacionadas con los servicios del DES está disponible a solicitud del cliente.

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
SIGN-IN/SIGN-OUT RECORD**

**PENALTY WARNING:** By signing this document the parent, guardian, or other authorized person verifies, under penalty of perjury, that the times recorded are the actual times the child was in attendance.

CHILD CARE PROVIDER'S NAME	CHILD'S NAME	PARENT/GUARDIAN'S NAME	MONTH AND YEAR
----------------------------	--------------	------------------------	----------------

Date	Time In AM	Signature	Time Out AM	Signature	Time In PM	Signature	Time Out PM	Signature	Unit of Care
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									

**PENALTY WARNING:** The submission of billing claim forms for the child named on this record constitutes verification by the Provider, under penalty of perjury, that this document is a true and accurate record of signatures, dates, and time of service.

## **Completion Instruction for CC-218 SIGN-IN/SIGN-OUT RECORD**

1. A separate sign-in/sign-out record is required for each child in care, and for each calendar month.
2. Each record must contain the provider's name, child's name, parent/guardian's name, and the month and year in which care is provided.
3. Parent, guardian or other person authorized in writing must sign each child in and out on each day that care is provided.
4. Provider may sign a child in and out only when accepting and releasing the child to or from school.
5. Pre-signing of this record is not allowed.
6. The date column refers to the calendar date.
7. All time entries must be legible and in ink.
8. Signature entries must be in ink and the legal signature of the person completing the entry.
9. The record shall indicate accurate dates and the precise times a child is in care. Approximate time is not allowed.
10. Provider must review this record daily to ensure that it is completed with accuracy.
11. If a provider is open for more than 12 hours, this record must specify "a.m." or "p.m." for each time entry. The use of military time is acceptable.
12. All corrections must be initialed.
13. The use of arrows to correct where a signature and/or time is supposed to go is not allowed.
14. The use of correction fluid or correction tape on the records is not allowed.
15. If requested, the provider must send the original records to DES Child Care Administration.
16. Copies of sign-in/sign-out records must be provided to DES enrolled parents upon request.
17. Sign-in/sign-out records must be kept for five (5) years after expiration of the Child Care Provider Registration Agreement.

### **DES CERTIFIED HOME PROVIDERS**

A copy of the record for all children must be submitted to the assigned Certification Specialist by the 5th business day following the end of each month.

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ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
 Child Care Administration  
**UNPAID COPAYMENT WORKSHEET**

<b>TO:</b>	CHILD CARE SPECIALIST'S NAME	FAX NO. (Include area code)
ADDRESS (No., Street, City, State, ZIP)		
<b>FROM:</b>	PROVIDER'S NAME	PROVIDER P #
PROVIDER CONTACT PERSON'S NAME		PHONE NO. (Include area code)
PARENT/RESPONSIBLE PERSON'S NAME		ID NO.
CHILD(REN)'S NAME(S)		

I have attempted to collect copayment fees and have not received the total amount owed for the time period of \_\_\_\_\_ *Date*  
 to \_\_\_\_\_ *Date*. For this period of time, I estimate that the total amount of additional charges owed is \$ \_\_\_\_\_ *Amount*  
 and the amount of outstanding copayment owed is \$ \_\_\_\_\_.

I have made the following attempts to collect the outstanding copayment amount:  
 Oral    Written    Small Claims Court    Other: \_\_\_\_\_

**I understand any payment made by the parent/responsible person will first be applied to the outstanding copayment balance.**  
 PROVIDER CONTACT PERSON'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**COPAYMENT:** A fixed daily fee that DES assigns to families based on the eligible family's size and income. The copayment is not to be considered the difference (dollar amount) between the amount that DES reimburses the provider and the provider's actual charges.  
**ADDITIONAL CHARGES:** Any fee charged by a provider that exceeds the DES reimbursement rate, minus any DES-established copayment, is considered an additional charge. This is the daily amount of the provider rate not subsidized by DES, and is the responsibility of the parent/guardian to reimburse the provider. Additional charges are not to be referred to as copayments.

**FOR DES USE ONLY BELOW THIS LINE**

PARENT OR RESPONSIBLE PERSON'S NAME (Last, first)		
1. 1ST CHILD'S NAME	ID NO.	1A. TOTAL AMOUNT OF COPAYMENT OWED FOR CHILD 1: \$
2. 2ND CHILD'S NAME	ID NO.	2A. TOTAL AMOUNT OF COPAYMENT OWED FOR CHILD 2: \$
3. 3RD CHILD'S NAME	ID NO.	3A. TOTAL AMOUNT OF COPAYMENT OWED FOR CHILD 3: \$
<b>For families receiving Transitional Child Care (TCC) there is no co-payment assigned beyond the 3rd child in the family.</b>		
4. 4TH CHILD'S NAME	ID NO.	4A. TOTAL AMOUNT OF COPAYMENT OWED FOR CHILD 4: \$
5. 5TH CHILD'S NAME	ID NO.	5A. TOTAL AMOUNT OF COPAYMENT OWED FOR CHILD 5: \$
6. 6TH CHILD'S NAME	ID NO.	6A. TOTAL AMOUNT OF COPAYMENT OWED FOR CHILD 6: \$
7. TOTAL COPAYMENT AMOUNT OWED (Add 1A, 2A and 3A)		\$
8. TOTAL AMOUNT PAID BY PARENT OR RESPONSIBLE PERSON DURING THE ABOVE-STATED TIME PERIOD		\$
9. COPAYMENT AMOUNT OWED BY PARENT OR RESPONSIBLE PERSON (If the amount entered on line 7 is greater than the amount on line 8, subtract line 8 from line 7 and enter the remainder here.)		\$
10. NO COPAYMENT OWED BY PARENT OR RESPONSIBLE PERSON (If the amount entered on line 7 is equal to or greater than the amount on line 8, enter 0 here)		\$

1. PROVIDER CONTACT PERSON'S NAME	DATE PROVIDER CONTACTED
2. COPAYMENT STATUS <input type="checkbox"/> Resolved <input type="checkbox"/> Unresolved (If unresolved complete #3 below)	
3. DATE 30-DAY NOTICE OF ACTION (CC-502) SENT TO CLIENT (Complete #4 and #5 by 30th day)	
4. PROVIDER CONTACT PERSON'S NAME	DATE PROVIDER CONTACTED
5. COPAYMENT STATUS <input type="checkbox"/> Paid in full <input type="checkbox"/> Satisfactory arrangements made <input type="checkbox"/> Case closed	
VERIFIED BY	TITLE
	DATE

**CCA-1021AFORNA  
UNPAID CO-PAYMENT WORKSHEET**

Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-542-4248; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. • Ayuda gratuita con traducciones relacionadas a los servicios del DES está disponible a solicitud del cliente.

Attachment

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
Child Care Administration

**VERBAL NOTICE OF ELIGIBILITY**

DATE VERBAL NOTICE RECEIVED	DOCUMENTED BY
DES/CCA SPECIALIST'S NAME	PHONE NO.
PARENT/CARETAKER'S NAME	

CHILD'S NAME	CHILD'S ID #	START DATE	STOP DATE	# OF UNITS	COPAY AMOUNT
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L

- If a Certificate of Authorization form is not received after ten (10) working days of receiving a verbal notification of eligibility, contact the child's Case Specialist to request a copy of the child's CP08A *Client/Provider Action/Authorization Notice*, "Turn-Around Document".
- The copay amount is the minimum payment expected for each child and is set by DES/CCA. The amount you actually charge a family for care (*your charges minus what DES/CCA pays*) may be greater than the copay amount.
- "D" Full Day = 6 hours or more, "L" = Less than 6 hours = Part Day.

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ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
 Child Care Administration (*Administración de cuidado de niños*)

**AVISO VERBAL DE ELEGIBILIDAD**

FECHA EN LA CUAL EL AVISO VERBAL FUE RECIBIDO	APUNTADO POR
NOMBRE DEL ESPECIALISTA DE DES/CCA	NÚM DE TELÉFONO
NOMBRE DE MADRE/PADRE/ENCARGADO	

NOMBRE DEL NIÑO/A	CHILD'S ID #	FECHA DE EMPEZAR	FECHA DE TERMINAR	# DE UNIDADES	CANTIDAD DE COPAGO
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L
_____	_____	_____	_____	D	\$ _____ D
_____	_____	_____	_____	L	\$ _____ L

- Si no recibe un Certificado de Autorización después de diez (10) días laborales de recibir un aviso verbal de elegibilidad, comuníquese al Especialista de Caso del niño/a para pedir una copia de CP08A *Client/Provider Action/Authorization Notice*, "Turn-Around Document" del niño/a.
- La cantidad del copago es el pago mínimo que se espera para cada niño/a y es fijado por DES/CCA. La cantidad que le cobra realmente a una familia por cuidado (*su precio menos lo que paga el DES/CCA*) puede ser mayor que la cantidad del copago.
- "D" Día completo = 6 horas o más, "L" = Menos de 6 horas = Día parcial.

Programa y Empleador con Igualdad de Oportunidades • Bajo los Títulos VI y VII de la Ley de los Derechos Civiles de 1964 (Títulos VI y VII) y la Ley de Estadounidenses con Discapacidades de 1990 (ADA por sus siglas en inglés), Sección 504 de la Ley de Rehabilitación de 1973, Ley contra la Discriminación por Edad de 1975 y el Título II de la Ley contra la Discriminación por Información Genética (GINA por sus siglas en inglés) de 2008; el Departamento prohíbe la discriminación en la admisión, programas, servicios, actividades o empleo basado en raza, color, religión, sexo, origen, edad, discapacidad, genética y represalias. El Departamento tiene que hacer las adaptaciones razonables para permitir que una persona con una discapacidad participe en un programa, servicio o actividad. Esto significa por ejemplo que, si es necesario, el Departamento tiene que proporcionar intérpretes de lenguaje de señas para personas sordas, un establecimiento con acceso para sillas de ruedas o material con letras grandes. También significa que el Departamento tomará cualquier otra medida razonable que le permita a usted entender y participar en un programa o en una actividad, incluso efectuar cambios razonables en la actividad. Si usted cree que su discapacidad le impedirá entender o participar en un programa o actividad, por favor infórmenos lo antes posible de lo que usted necesita para acomodar su discapacidad. Para obtener este documento en otro formato u obtener información adicional sobre esta política, comuníquese al 602-542-4348; Servicios de TTY/TDD: 7-1-1. • Ayuda gratuita con traducciones relacionadas a los servicios del DES está disponible a solicitud del cliente. • English on the reverse.

<b>ADES ACCEPTED ACCREDITATION AGENCIES FOR <u>CENTERS</u></b>		
<b>Organization</b>	<b>Web Address</b>	<b>Telephone Number</b>
<b>American Montessori Society (AMS)</b> 116 East 16 <sup>th</sup> Street New York, NY 10003-2163	<a href="http://www.amshq.org">www.amshq.org</a>	1-212-358-1250
<b>Association for Christian Schools International (ACSI)</b> 1607 North Wilmot Road, Suite 104D Tucson, AZ 85712	<a href="http://www.acsi.org">www.acsi.org</a>	1-520-514-2897
<b>Association for Early Learning Leaders (replaced <i>National Association of Child Care Professionals</i>)</b> 8000 Centre Park Drive, Suite #170 Austin, TX 78754	<a href="http://www.earlylearningleaders.org">www.earlylearningleaders.org</a>	1-800-537-1118
<b>Association Montessori Internationale (AMI/USA) (replaced <i>American Montessori Internationale</i>)</b> 410 Alexander Street Rochester, NY 14607-1028	<a href="http://www.montessori-amiusa.org">www.montessori-amiusa.org</a>	1-585-461-5920 1-800-872-2643
<b>Council on Accreditation (COA) (replaced <i>National Afterschool Association</i>)</b> <b>*School Age Accreditation only*</b> 45 Broadway, 29th Floor New York, NY 10006	<a href="http://www.coanet.org">www.coanet.org</a> <a href="http://*coanet.org/standards/standards-for-after-school-programs/">*coanet.org/standards/standards-for-after-school-programs/</a>	1-212-797-3000 1-866-262-8088
<b>National Association for The Education of Young Children (NAEYC)</b> 1313 "L" Street, NW Washington, DC 20005	<a href="http://www.naeyc.org">www.naeyc.org</a>	1-202-232-8777 1-800-424-2460
<b>National Early Childhood Program Accreditation (NECPA)</b> Post Office Box 2948 Merrifield, VA 22116	<a href="http://www.necpa.net">www.necpa.net</a>	1-855-706-3272
<b>ADES ACCEPTED ACCREDITATION/NATIONAL CREDENTIAL AGENCIES FOR <u>FAMILY CHILD CARE GROUP HOMES</u></b>		
<b>Organization</b>	<b>Web Address</b>	<b>Telephone Number</b>
<b>Council for Professional Recognition (CDA)</b> 2460 16 <sup>th</sup> Street, NW Washington, DC 20009	<a href="http://www.cdacouncil.org">www.cdacouncil.org</a>	1-800-424-4310 1-202-265-9090
<b>National Association for Family Child Care (NAFCC)</b> 1743 West Alexander Street Salt Lake City, UT 84119	<a href="http://www.nafcc.org">www.nafcc.org</a>	1-801-886-2322