

Ark. Admin. Code 016.22.7-I
Alternatively cited as AR ADC 016 22 009

016.22.7-I. Provider Information.

Facility Name:

Mailing Address:

City: State: Zip Code:

Taxpayer Identification Number (Social Security Number or Employer Identification Number):

Facility Owner: Phone Number: () _____

Name of Board President / Chairman:

Board President/Chairman Address:

City: State: Zip Code: Phone Number: () _____

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016.22.7-II. Purpose and Performance of the Agreement.

The purpose of this Agreement is to establish eligibility for Provider participation in the Child Care System and to set forth Department and Provider responsibilities and assurances. The Child Care System provides eligible clients who receive child care services funded through the Department of Human Services (DHHS) the opportunity to select a child care provider from a list of eligible participants.

The Provider must comply with state and federal regulations. If any statute or regulation is enacted or promulgated requiring changes in this Agreement, both parties will consider this Agreement to be automatically amended to comply with the newly enacted statute or regulation as of the effective date of the statute or regulation. DHHS shall notify the Provider in writing within thirty (30) days of the receipt of any necessary changes or amendments to this Agreement resulting from newly enacted state or federal statutes or regulations. This agreement begins July 2007, this is an open ended Agreement, DHHS shall notify the provider if there are any necessary changes or amendments to this Agreement.

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016.22.7-III. Definitions.

A. Absentee Billing: Billing when a child is authorized to attend but is absent, if according to the provider's written

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policy, the Provider would charge a private pay client for that day. To charge for absent days, the Provider must have a written absentee policy that is applied in the same way to all parties.

B. Agreement: The Child Care System Participant Agreement (Form DHHS-9800).

C. Age Groups: For billing purposes, age groups are as follows:

I (Infants) 0-18 months

T (Toddlers) 18-36 months

D (Preschoolers) 30-71 months

S (Schoolage) 60-155 months

D. Certificate of Authorization: A document establishing DHHS financial obligation to pay the Provider after delivery of specified child care services. The Certificate of Authorization includes information such as the total dollar amount authorized for the child named on the form, the designated facility selected by the parent which the child is approved to attend, and the duration of the authorization period.

E. Client: The parent, custodian, or guardian (or in the case of a child in DHHS custody, the child's primary caseworker) of the child receiving child care services.

F. Daily Rates: Daily rates are determined by dividing the weekly rate by five (5). DHHS will not pay drop-in rates as the daily rate.

G. Department or DHHS: The Arkansas Department of Health and Human Services.

H. Early Departure: The provider will be paid at the normal rate when a child is picked up earlier than usual. For instance, if a child is scheduled for full-time but only attends half-time on a particular day because of a doctor's appointment, etc., DHHS will pay the full-time rate since that is the normal time of attendance. These days will not be billed as absentee days. If the temporary situation of early departure will exist longer than two (2) consecutive weeks, then a new authorization with the correct service code shall be written.

I. Facility/License Number: The number assigned to the license or registration certificate issued by the Child Care Licensing Unit to each specific site name and address providing child care services. Licensure adverse action is defined as the revocation, suspension, or denial of a license or registration.

J. Full Day Care: five (5) hours up to ten (10) hours daily. A client may submit documentation to an Eligibility Worker that more hours are needed and request the Supervisor to approve a specific number of additional hours per day.

K. Halftime - between three (3) and five (5) total hours per day. It is not necessary for these hours to be consecutive.

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L. Holiday Billing: Allowable holidays are these: New Year's Day, Dr. Martin Luther King, Jr., Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. The Provider may bill absentee for the above listed holidays if the holiday falls on a day when the child is scheduled to attend, regardless if the Provider is open or not. Any holiday billed as absentee will count towards the maximum billed absentee days of seven (7) per month. Observed holidays are considered holiday billing. For example, if July 4th follows on Sunday and the state observes July 4th on Monday, billing can occur for Monday instead of Sunday.

M. Hours of care: The time the child becomes the responsibility of the facility. This includes transportation if provided by the facility.

N. Night Care: Care provided between the hours of 6:00 P.M. and 5:59 A.M. on a weekday. Over one-half of the total care must be provided after 6:00 P.M. for an authorization to be keyed for night care.

O. Part-Time: less than three (3) hours but not including three (3) hours. The hours may or may not be consecutive.

P. Provider: The name of the owner or business name of the organization providing child care services. DHHS reserves the right to require a "Provider" to certify the name of the facility via the Arkansas Secretary of State.

Q. Personal Identification Number (PIN): Password for billing and electronic signature. The signature must be the person responsible for billing.

R. Spring Break: Spring Break is also considered in cases the case head is a full time student who would in the past not receive services for this break in classes. DHHS will now key child care for Spring Break for full time students for no more (5) days; which will have to be billed as absentee days. DHHS will not pay if the daycare is closed for Spring Break.

S. Taxpayer Identification Number (TIN): A number issued by the Internal Revenue Service to report income paid to an individual. This TIN may be either an individual's social security number or employer identification number.

T. Temporary Absence: The absence of a child from the child care facility when the provider expects the child to return. Payment for temporary absences may not exceed seven (7) calendar days per month.

U. Weekend Care: Care provided on Saturday and/or Sunday.

V. DHHS Representative: Anyone who is a representative of DHHS including but not limited to licensing specialist, eligibility specialist, investigators, etc.

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016.22.7-IV. DHHS Responsibilities and Assurances.

A. DHHS agrees to make available to a new Provider and/ or new facility owner Mandatory training, within 90 days of signature date of the agreement, and other reasonable technical assistance concerning departmental policy (including this Agreement), records requirements, and billing processes for the Child Care System. If a compliance issue exist within your facility, you may be required to attend mandatory training.

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B. Child Care Providers who wish to participate in the Child Care Assistance Program must attend an approved voucher provider training session within (90) days of signing and submitting the Child Care Participant Agreement (DHHS 9800). The agreement will be cancelled for any provider not meeting the training requirement. DCC/ECE may, at its discretion, mandate additional training for providers at any time, including changes in provider staff or as part of a compliance action..

C. DHHS agrees to establish a public register of all Providers participating in the Child Care System at each Department County Office. Eligible clients will select a child care Provider from the register.

D. DHHS agrees to reimburse the Provider for services delivered in compliance with this Agreement after the Certificate of Authorization has been received and services are rendered. A Provider cannot bill or receive payment for services until this Agreement has been signed by the Provider and certified by the Department. DHHS reserves the right to prohibit the Provider, regardless of the name or structure of the facility, from future participation in the program. This Agreement is subject to the DHHS Participation Exclusion Rule. The Provider is responsible for all overpayments, fraud or legal proceedings against the Provider for noncompliance.

DHHS reserves the right to recoup payments through current and subsequent payments to the Provider.

E. DHHS is not obligated to pay any bills received more than thirty (30) calendar days after the expiration of the Certificate of Authorization unless the Unit Administrator grants a written waiver before the authorization expires. DHHS is not liable for untimely billing. DHHS will not permit billing when the facility is closed unless it is an observed holiday or inclement weather.

F. DHHS will permit billing for a temporarily absent child if the billing conforms to the requirements of the federal or state funding source. DHHS will inform the Provider if a certain funding source does not allow for absentee billing prior to writing an authorization on that funding source. All absentee billing must be submitted in accordance with the requirements set out below:

1. DHHS recognizes that a client's child may be temporarily absent from the facility because of illness or some reason connected with the plan of service. The intent of the absentee billing policy is to avoid penalizing either the client (by filling the child's slot in the program due to temporary absence) or the Provider (by not allowing reimbursement for the child's slot while it is held open pending the child's return). The facility must be open and the billed services available before billing for a temporarily absent child is allowable, except in the case of holiday absences. (See definition of absentee billing.)

2. Billing for a temporarily absent child is allowed only when the child is absent on a day the child is scheduled to attend and there is a reasonable expectation the child will return to the program. Billing for an absent child may not exceed seven (7) days per calendar month. After (60) sixty calendar days billing is no longer allowed unless the child returns. Billing for an absent child is not allowed if the child is not scheduled by DHHS to attend or if the Provider has been notified by the client or DHHS that care is no longer needed. If a child is enrolled to attend only Monday, Wednesday and Friday, the Provider may not use absentee billing for Tuesday and Thursday. The Provider may bill for an observed holiday, if the observed holiday falls on a day when the child would have been scheduled to attend, regardless whether Provider is open or not. (See definition of Holiday Billing) The Provider may not bill absentee days to compensate for the lack of an advance notice being given prior to ending the child care arrangement. If the child is not expected to return to the facility, billing must cease on the date the child leaves the facility. The Provider may not charge the client for absentee days over the seven days allowed. The provider agrees to notify DHHS whenever a client's child has accrued seven consecutive absentee days in any

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given month per child. DHHS will not pay more than seven days absentees per month per child. DHHS agrees to pay for Spring Break providing the facility is open, in cases where the case head is a full time student. The provider must bill absentee days if the child is absent.

G. DHHS will permit inclement weather billing, if allowable through the designated federal or state funding source and billed in accordance with the requirements set out below:

1. DHHS realizes that facilities may be forced to close due to inclement weather. DHHS Inclement Weather Policy allows Providers to bill for those operational days lost due to severe weather conditions; however, the policy may only be applied when public schools in the Provider's area have been forced to close or whenever other extraordinary weather related conditions exist. "Extraordinary weather related conditions" exist whenever it can be demonstrated that clients were unable to reach the premises or the Provider could not open due to circumstances beyond the control of the Provider. This does not mean that a Provider must close when local schools close.

2. Documentation of the specific reason for closure, the specific days the facility was closed, and the manner in which the days billed were calculated will be provided to DHHS upon request.

H. DHHS shall notify Providers when a child becomes ineligible for continued payment. Notice shall be provided by phone within one working day of the eligibility determination. Telephone notice will be followed by written notice posted by regular mail within seven working days of the date of the telephone notice. DHHS agrees to document the name of the individual they spoke with at the facility and the time of the phone call when informing a provider about an ineligible child.

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016.22.7-V. Child Care Provider Responsibilities and Assurances.

A. The Provider agrees to comply with all the requirements set forth in this Agreement. Failure to comply is grounds for termination of participation in the Child Care System and for possible further action by DHHS.

B. The Provider agrees to attend DHHS-sponsored mandatory training concerning this Agreement and to comply with all the requirements set forth in this Agreement. Failure to comply is grounds for termination of participation in the Child Care System and for possible further action by DHHS. New Providers or New facility owners must complete mandatory training within 60 days of signing the Agreement.

C. The Provider agrees to maintain a child care facility license or registration and to comply with child care licensing or registration standards. This Agreement terminates upon any final agency determination of adverse action against the facility's license. Licensure adverse action is defined as the revocation, suspension, or denial of a license or registration. The termination of this Agreement because of adverse licensing action is effective immediately upon the action being taken, and remains effective notwithstanding any appeal of the adverse action. If a facility's compliance with licensing or registration rules cannot be determined because the facility does not submit required information or does not permit reasonable access to the facility, this Agreement will be terminated upon written notification to the Provider.

D. The Provider may hire a client if the Licensing Specialist verifies a second caregiver is needed. The client's

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children must be less than fifty percent (50%) of the current attendance.

E. The Provider agrees to accept the DHHS Certificate of Authorization as authorization to provide and bill for services. The Provider agrees to accept reimbursement received from DHHS as payment in full for all services, which includes transportation (if available) to and from the day care facility, covered by this Agreement except the collection of fees expressly authorized by DHHS. This does not preclude reasonable charges to parents for special events outside the usual daily program costs or the application of sliding fee scales promulgated by DHHS.

The Provider may charge the client additional reasonable fees such as registration, insurance and materials. Any reasonable charges must be fully disclosed in a document provided to the client and DHHS. The client must have adequate time to pay the charges. Adequate time for payment of the registration, insurance, or material fees should be a semester (four to five months).

The Provider agrees to waive all registration, insurance, materials and fee charges for Transitional Employment Assistance (TEA) clients WHO ARE NOT EMPLOYED but participate in work activities, education or training components.

In addition, the Provider agrees not to charge the client for absentee days over the seven days allowed.

The Provider agrees that DHHS does not pay Providers when the facility is closed unless it is an observed holiday or inclement weather. The Provider understands that DHHS will not pay for Christmas Break.

The Provider agrees not to accept child(ren) without written approval from an authorized DHHS representative or Certificate of Authorization obligating DHHS.

F. The Provider agrees that DHHS will not pay Providers retroactive to the date of a client's application or any other date other than the first day DHHS can determine the client has met all eligibility factors and is approved for assistance.

G. The Provider agrees to allow the client unlimited access to the client's child when the child is in the facility.

H. The Provider must submit a bill for actual services performed to receive payment, utilizing state-approved billing methods.

I. The Provider agrees that the billing for children/authorizations must be keyed to the facility where services are provided. Providers who provide services at one facility but bills an authorization written to another facility under the Provider's TIN will be charged with an overpayment.

J. The Provider agrees to submit billing within thirty (30) days of the dates the services were actually delivered to eligible clients. No exceptions will be allowed unless a previously written Waiver is obtained from the Unit Administrator.

K. The Provider agrees that only the directors, owners, or authorized representatives will submit bills to DHHS. If the Provider chooses to submit bills to DHHS through the automated billing method, DHHS will assign a Personal Identification Number (or PIN) to the Provider. The Provider accepts liability for all bills submitted to DHHS using the PIN. This PIN is non-transferable. A change in Taxpayer Identification Number (TIN) or Facility Number will require a new PIN. The Provider should contact the local DCC Eligibility Worker or call 1-800-322-8176 to obtain the form, DHHS-9805, Provider Billing Personal Identification Number Assignment and Certification Statement.

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L. The Provider agrees to bill for no more than the DHHS's annually published rate for the county in which the facility is located. The Provider will charge the client the portion of that rate established by DHHS as the client's assessed fee as stated on the Worksheet. If the Provider's normal rate is higher than the published rate, the Provider will not charge the client the difference between the two rates. All rate changes must be given to DHHS in writing. DHHS has ten (10) days, from the date of receipt, in which to input new rates in the day care system. Rate changes will only affect new authorizations written after the rate change.

M. The Provider agrees that private pay clients, receiving substantially the same services, shall not be charged at a rate less than that paid for by clients under this Agreement. However, the provider may allow discounts for private pay clients who have more than one child attending the facility. Also, employees of the facility can be allowed a discount by the provider.

N. The Provider agrees to notify the DHHS Authorized Representative by telephone when a child withdraws from the Child Care Voucher Program. Notice, in the form of fax, telephone or electronic mail, shall be provided no later than the next working day after the child withdraws. The Provider agrees that DHHS does not provide pre-notification of withdrawal from the child care voucher program. The facility shall de-enroll a child immediately upon notice of withdrawal from the client or DHHS representative and the Provider understands and agrees that DHHS or DHHS clients are not responsible for a drop period, regardless of the Provider's policy concerning a drop notice.

O. The Provider understands that DHHS will issue authorizations which are valid only for days that clients are eligible to receive assistance as determined by DHHS. If a client is a full-time student, the Provider understands that DHHS will pay for child care during a student's Spring Break in cases where the case head is a full time student. The provider must bill Spring Break as absentee days for Spring Break providing the facility is open for operation if the child is not in attendance.

P. The Provider agrees to follow absentee and inclement weather billing procedures for children temporarily absent from the program. (See Section IV, Paragraphs F and G). In cases where the client is responsible for assessed fees, the Provider is responsible for collecting the parent co-pay amount for the absentee days and inclement weather days.

Q. The Provider agrees to promptly correct all billing or payment errors. In addition to any other remedy, which may exist in law, equity, or administrative procedures, DHHS may, after proper notification, effect correction through adjustments in current and subsequent payments to the Provider and/or other measures as necessary. Payments may be withheld until verification of attendance records. Current State Fiscal Year attendance records must be presented when requested by DHHS staff or authorized representatives within approximately one (1) hour of the request. All other attendance records must be submitted by 10:00 a.m. the day following the request from DHHS staff or authorized representative. Site visits by DHHS staff or authorized representatives may be unannounced.

R. The Provider agrees to retain all books, records, and other documents relating to expenditures, services rendered, or individuals served under this Agreement for five (5) years from the date this Agreement expires. If an audit or investigation is pending at the end of the five year period, information shall be retained until resolution of the audit, investigation, or any issues, disputes or appeals raised by or resulting from the audit or investigation. Any person authorized by DHHS will have full access to these materials during this period.

S. The Provider agrees to document and maintain attendance records for a period of five years. Attendance records must include the child's name, dates child was present or absent, time of arrival and departure; signature of parent, guardian or authorized representative verifying accuracy of attendance records (on a daily or weekly basis) and signature of staff person. Attendance records must reconcile with billing records. Provider must use a DHHS approved attendance form. The Providers will be responsible for making additional copies of the attendance form.

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No exception will be allowed, except electronic attendance records as approved by DHHS. If attendance records with parent, guardian or authorized representative verification are not available, DHHS will consider the payment in question to be an overpayment. The approved DHHS attendance forms are available on www.arkansas.gov/childcare/familysupport.html.

T. The Provider will maintain all client records in a confidential manner. Upon request, access to Provider records will be made available to DHHS employees, DHHS designated agents, or any agency of state or federal government for purposes of auditing or any other reason connected with DHHS service programs. When needed to verify the Provider's cost allocation of non-duplication of payment, the Provider will make statistical records on expenditures charged to other funding sources available. The Provider may require official identification prior to allowing records access. This restriction does not apply to disclosures made with the informed, written consent of the client. If the client is not an adult, the client's parent, custodian, or guardian may consent on the client's behalf. If the client is an adult, but has been declared incompetent by a probate court, the client's guardian may consent on the client's behalf.

U. The Provider agrees to have an annual audit in accordance with the "Guidelines for Financial and Compliance Audits of Programs Funded by DHHS" effective for the period of this Agreement. A copy of the "Guidelines" will be provided upon request. An audit is required:

1. Failure to submit an audit will result in the Provider losing the privilege to participate in the child care assistance program until the issue is resolved, and may result in the Provider's exclusion from all DHHS programs per DHHS policy 1088. (Notice will be provided in writing with specific timeframes for submission of the audit.)

2. Submission of falsified records or participation in any form of fraud by a Provider will result in exclusion from all DHHS programs.

3. Whether an audit is required or not, all financial information will readily available for any review conducted by a DHHS authorized representative.

V. The Provider agrees not to discriminate against any employee or applicant for employment. Upon a final determination by a court or administrative body having proper jurisdiction that the Provider has violated state or federal laws and regulations regarding discrimination, DHHS may impose a range of appropriate remedies, up to and including termination of the Agreement and exclusion from all DHHS programs.

The provider agrees to comply with Titles VI and VII of the Civil Rights Act and to operate, manage and deliver services without regard to age, religion, disability, political affiliation, veteran status, sex, race, color or national origin.

W. The Provider agrees to comply with Executive Order 98-04 (Guidelines for Employment, Grants, Contracts, and Purchasing) by completing and returning the appropriate Disclosure Forms to the Department. Failure to make any disclosure required by Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this Agreement. Any Provider, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the DHHS.

X. The Provider agrees to comply with Public Law 101-121 (Anti-Lobbying Act):

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1. If the Provider receives more than \$100,000 per award of appropriated federal funds in any Agreement period (July 1 - June 30), the Provider must certify that these funds will not be used to pay for lobbying activities by completing a Certification Regarding Lobbying Form (DHHS-9350) and submitting the form to the Department.

2. If the Provider has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) must be completed and submitted to the Department.

The Provider (referred to as the lower tier participant in the following clause) agrees to comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions), which states:

By signing and submitting this lower tier proposal (this Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

Y. The Provider agrees that it will indemnify and hold harmless DHHS against any and all liability, loss, damages, costs or expenses which DHHS may sustain, incur or be required to pay as a result of any act or omission of the Provider.

Z. The Provider agrees to notify DHHS immediately of any change in ownership, change in business structure, facility site location, change in employer identification number or closure of the facility. The Provider agrees to provide DHHS with a copy of the notice from the Internal Revenue Service verifying any change in a Taxpayer Identification Number.

AA. The Provider may not delegate, assign, or subcontract the performance of any obligations contained in this Agreement.

BB. The Provider agrees that all facilities holding a valid license and all license categories under this ownership, whether present and future, will participate in the child care system. (See Attachment I)

CC. The Provider agrees to notify and submit a new Contract and Grant Disclosure and Certification Form to DHHS within ten (10) days of the beginning of employment should the owner, a member of the owner's immediate family, or an authorized representative of the facility accept employment with the State of Arkansas. If a member of the Provider's Board of Directors is employed by the Provider and then accepts employment or does additional business with the State of Arkansas, the board member must submit a Contract and Grant Disclosure and Certification Form to DHHS within ten (10) days of state employment or other business with the State of Arkansas.

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DD. The Provider understands that this Agreement does not create an employer - employee relationship.

EE. The Provider agrees to accept responsibility for the reporting of funds received through DHHS each calendar year. The Provider is responsible for the payment of all required federal and state taxes accrued.

FF. Providers who are incorporated must be registered with the Secretary of State's office and must remain in good standing to participate in the Child Care System.

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016.22.7-VI. Cancellation of the Agreement.

A. This Agreement is not transferable, and automatically terminates without DHHS action if the ownership or fifty percent (50%) or more of the ownership interest in the facility is transferred to a new owner, if the facility closes, if the facility relocates, or if the provider's employer identification number changes.

The Provider may change its Taxpayer Identification Number (TIN) from a social security number to an Employer Identification Number (EIN) issued by the IRS by submitting a new W-9 and letter requesting the change to the address listed on the signature page. Any change in TIN must be accompanied by written verification from the IRS. All authorizations written under the old TIN will be automatically cancelled and de-obligated when the TIN is changed, regardless of the reason for changing the TIN.

Providers changing their existing EIN to a new EIN must obtain a new facility number and submit a new DHHS-9800 agreement packet. All authorizations written under the old TIN will be automatically cancelled and de-obligated when the EIN is changed, regardless of the reason for changing the EIN.

B. Either party may cancel this Agreement unilaterally, at any time, by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. If the Provider is the party canceling the Agreement, such notification must be sent to the Director of the Division of Child Care and Early Childhood Education.

C. DHHS may cancel this Agreement pursuant to DHHS Policy 1088, by giving the other party ten (10) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. (DHHS Policy 1088 refers to the Exclusion of any provider/vendor by any Division of DHHS.) This exclusion to participate includes immediate family, (blood relative, by marriage, etc) for anyone affiliated with your facility (sharing common ownership, board members, or any other interest).

D. If DHHS determines there is immediate jeopardy to the health and safety of children receiving services from the provider, DHHS may cancel the Agreement immediately upon notice to the Provider.

E. DHHS may cancel this Agreement at any time for cause if it has reason to believe the Provider has not fully performed all its responsibilities in accordance with this Agreement with ten (10) calendar days written notice.

F. Any written notice from the Department to the Provider canceling this Agreement shall specify the reason for cancellation.

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016.22.7-VII. Administrative Appeal Procedure.

A. The Provider may appeal any adverse action taken by DHHS (including audit, billing, payment, termination, etc.) by filing a written notice of appeal within thirty (30) days from the Provider's receipt of DHHS notification in accordance with DHHS Administrative Appeal/Hearing Procedures. A copy of the appeal procedures will be provided by DHHS upon request.

B. The Provider agrees to notify the Division of Child Care and Early Childhood Education of any legal controversies with any local, state or federal governmental agency including other agencies within the DHHS.

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016.22.7-VIII. Certification and Signature.

By signature below, I request to participate in the Child Care System and certify that all documentation presented is true and correct. I understand and accept all the assurances and responsibilities outlined in this Agreement. I further attest that I am either the owner of this facility or I am authorized by the Board of Directors or other governing authority to sign this document on behalf of the Provider. I will notify the Division of Child Care and Early Childhood Education of any changes in the documentation I have presented. (All incorporated Providers must attach the name and address of the registered agent and a list of current Board Members with titles, addresses and term limits and a copy of the minutes designating the name of the individual authorized to sign the Agreement.)

.....

Signature of Owner or Authorized Representative

Date

.....

Type or Print Name

Title

THE FOLLOWING INFORMATION IS REQUESTED IN FULFILLMENT OF THE ARKANSAS MINORITY
PROCUREMENT OUTREACH INITIATIVE AND WILL IN NO WAY AFFECT THE STATUS OF YOUR
CHILD CARE SYSTEM AGREEMENT:

Is this a minority owned provider? Yes No (Defined as black or African American, Hispanic American, American Indian or Native American, Asian and Pacific Islander)

If you have questions or need assistance, contact the Family Support Unit at 1-800-322-8176. The original copy of this agreement must be returned to the address below:

Arkansas Department of Health and Human Services

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Division of Child Care and Early Childhood Education

Post Office Box 1437, Slot S-145

Little Rock, AR 72203

DHS is in compliance with Titles VI and VII of the Civil Rights Act.

Alternate formats (large print, audio tape, etc.) will be provided upon request.

DHHS USE ONLY

DCC-ECE Chief Fiscal Officer or	Date
Designee
Technical	Date
Compliance Officer

Ark. Admin. Code 016.22.7 Attachment I
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016.22.7 Attachment I. Facility List.

Provider Name:

Taxpayer Identification Number:

All child care facilities holding a valid license/registration operating under your organization must participate in the child care system.

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CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

F-1

Failure to complete all the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: YES NO **SUBCONTRACTOR NAME:** _____ **Contractor for which this is a subcontractor:** _____
Estimated dollar amount of subcontract: _____

IS THIS FOR: Goods? Services Both?

TAXPAYER ID NAME: _____
YOUR LAST NAME: _____ **FIRST NAME:** _____ **MI:** _____
ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP CODE:** _____ **COUNTRY:** UNITED STATES OF AMERICA

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held (senator, representative, name of board/commission, data entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	
	Current	Former		From MMYY	To MMYY	Person's name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held (senator, representative, name of board/commission, data entry, etc.)	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MMYY	To MMYY	Person's name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

None of the above applies

* NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

AGENCY USE ONLY

Agency Number	Agency Name	Agency Contact Person	Contact Phone No.	Contract or Grant No.
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* NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

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01/06

Instructions for Completing Forms.

Page 1

Agreement Begin and End Dates: DO NOT COMPLETE THIS SECTION

Name of Facility: Enter the full legal name of the facility as listed on the facility's childcare license or registration.

Mailing Address: Enter the address to which payment and official correspondence is to be routed. If a corporate provider has more than one facility, the corporate mailing address shall be entered.

Taxpayer Identification Number (Social Security Number or Employer Identification Number): Enter the social security number of the owner or the nine-digit federal employer identification number, assigned to the child care business.

Facility Owner and Phone Number: Enter the name of the owner and phone number of the childcare business.

Arkansas Administrative Code _Title 016. Department of Human Services_
Division 22. Division of Child Care and Early Childhood Education_Rule 7. Child Care System
Participant Agreement (DHS - 9800)

Name of Board President/Chairman Address and Phone Number: Enter the name of the board president/chairman, if provider's business is classified as a non-profit corporation. NOTE: If not a corporation, enter "N/A".

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NOTE: ALL INCORPORATE PROVIDERS MUST ATTACH THE NAME AND ADDRESS OF THE REGISTERED AGENT AND A LIST OF CURRENT BOARD MEMBERS WITH TITLES, ADDRESSES AND TERM LIMITS AND A COPY OF THE MINUTES DESIGNATING THE NAME OF THE INDIVIDUAL AUTHORIZED TO SIGN THE AGREEMENT.

Signature of Provider or Authorized Representative/Date: After reviewing all items and conditions of the Agreement, the provider or authorized representative shall sign and date in ink the form on the lines provided.

Type or Print Name and Title: Type or print the name and title of the individual who signed the form on the signature line.

Is this a Minority-Owned Provider? (Defined as black or African American, Hispanic American, American Indian or Native American, Asian and Pacific Islander): Please indicated whether or not this business is minority owned. THIS INFORMATION IS COLLECTED FOR FEDERAL REPORTING PURPOSES ONLY AND HAS NO AFFECT ON THE CERTIFICATION OF YOUR AGREEMENT.

(FOR DHS USE ONLY): Technical Compliance Certification/Date: NOT TO BE COMPLETED BY THE PROVIDER. The DCC-ECE Chief Fiscal Officer or Designee shall sign and date on the lines.

Attachment I

ATTENTION: PLEASE LIST EACH CHILDCARE FACILITY THAT YOU OWN OR OPERATE. ALL CHILD CARE FACILITIES HOLDING A VALID LICENSE OR REGISTRATION OPERATING UNDER YOUR ORGANIZATION MUST PARTICIPATE IN THE CHILD CARE VOUCHER PROGRAM. MAKE ADDITIONAL COPIES AS NECESSARY.

Provider Name: Enter the full legal name of the provider. If the legal name is the provider's personal name, enter his or her name as listed on the facility's child care license or registration.

Taxpayer Identification Number (TIN) (Social Security Number or Employer Identification Number): Enter the Provider's nine digit Employer Identification Number issued by IRS or Social Security Number, as applicable.

Facility/License Number: Enter the five-digit childcare license number or registration number assigned to each facility by DHS-Division of Child Care Licensing Unit. The Provider must enter all child care facility or registration number under the ownership or operation of the provider.

DHS 9800 A2 - Attendance Form

This form must be completed and maintained by all providers on a daily basis to record the child/ren attendance records. This is the official attendance form to be utilized by all providers participating under the Child Care Voucher Program.

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (W-9)

Arkansas Administrative Code _Title 016. Department of Human Services_
Division 22. Division of Child Care and Early Childhood Education_Rule 7. Child Care System
Participant Agreement (DHS - 9800)

THIS FORM MUST BE COMPLETED BY ALL PROVIDERS, EVEN THOUGH YOU MAY ALREADY HAVE A TAXPAYER IDENTIFICATION NUMBER. THIS FORM IS UTILIZED TO ESTABLISH THE PAYMENT ADDRESS AND TO INDICATE THE BUSINESS STRUCTURE FOR THE PROVIDER.

Name: If you are an individual or sole proprietorship, you must enter the name as shown on your social security card. All other entity type should leave this line blank.

Business Name: Enter the childcare business name on this line. If you operate more than one childcare business and you want payments sent to each site address, complete this form for each facility.

Check Appropriate Box: Place X in the appropriate box that identifies the entity type of your business.

Address: Enter the number, street and apartment or suite number, City, State and Zip Code or the address where your payments and remittance documents should be mailed.

Part I: Enter the social security number of the owner or the federally issues taxpayer identification number of the business as appropriate.

Part III: Enter the signature and date of the owner or authorized representative signing on behalf of the business.

Contract and Grant Disclosure and Certification Form (F-1 and F-2)

F-1

ALL PROVIDERS MUST COMPLETE THIS FORM. THE FORM ESTABLISHES WHETHER OR NOT A CONFLICT OF INTEREST EXISTS BETWEEN THE PROVIDER AND AN INDIVIDUAL THAT MAY HOLD ONE OR MORE OF THE POSITIONS THAT ARE LISTED.

Taxpayer ID: Enter the social security number of the owner or the federally issued taxpayer identification number of the business as appropriate.

For Individuals: Complete the information that applies in the first section only. If none apply, check the none box below this section.

For an Entity (Business): Complete the information that applies in the second section only. If none apply, check the none box below this section.

F-2

Signature: Enter signature of owner or authorized representative of the business, title, date and phone number.

Please sign and date all forms in ink and mail to:

DHS - Division of Child Care and Early Childhood Education

Arkansas Administrative Code _Title 016. Department of Human Services_
Division 22. Division of Child Care and Early Childhood Education_Rule 7. Child Care System
Participant Agreement (DHS - 9800)
P O Box 1437-Slot S145

Little Rock, Arkansas 72203