

# CCDF Program Participant Agreement



ARKANSAS DEPARTMENT OF EDUCATION  
CHILD CARE AND DEVELOPMENT FUND (CCDF) PROGRAM PARTICIPANT AGREEMENT

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**Section I: Purpose and Performance of the Agreement**

The purpose of this Agreement is to establish eligibility for participation in the Child Care and Development Fund (CCDF) Program and to set forth Department and Participant responsibilities and assurances. The CCDF Program provides participants the opportunity to provide child care services to children of families eligible to receive child care services funded through The Arkansas Department of Education (ADE) Office of Early Childhood (OEC). Eligible families select a child care provider from a list of eligible participants.

The Participant must comply with Federal and State laws and with Federal and State agency regulations and rules. If any law, regulation, or rule is enacted or promulgated requiring changes to this Agreement, both parties will consider this Agreement to be automatically amended to comply with such as of the effective date noted on the new law, regulation or rule. OEC shall notify the Participant in writing within thirty (30) days of receipt of any necessary changes or amendments to this Agreement resulting from newly enacted Federal or State laws or newly promulgated Federal or State agency regulations or rules.

This Agreement becomes effective when certified by The Arkansas Department of Education Office of Early Childhood, Chief Fiscal Officer (CFO) or designee and will remain effective until amended or cancelled by either party.

## Section II: Definitions

- A. **Absentee Billing:** Billing when a child is authorized to attend but is temporarily absent.
- B. **Agreement:** The Child Care and Development Fund Program Participant Agreement.
- C. **Age Groups:** For billing purposes, age groups are as follows:
  - a. Infant (0-18 months)
  - b. Toddler (18-36 months/ 18 months - 3 years)
  - c. Preschool (30-71 months/ 2 ½ years - 5 years)
  - d. School Age (60-155 months/ 5 to 13 years)
  - e. Children between the ages of 13 and 19 years are eligible if they are deemed to have special needs (See definition of Special Needs Child)
- D. **CCDBG:** Child Care and Development Block Grant.
- E. **Certificate of Authorization:** A document establishing OEC's financial obligation to pay the Participant after delivery of specified child care services.
- F. **Child Care and Development Fund (CCDF):** Primary funding for the Child Care Assistance Program comes from the Child Care and Development Fund. The Child Care and Development Fund is under the administration of the U.S Arkansas Department of Education Office of Early Childhood, Administration for Children and Families.
- G. **Client:** The parent, custodian, or guardian (or in the case of a child in OEC custody, the child's primary caseworker) of the child receiving child care assistance.
- H. **Daily Rates:** Daily payment rates are determined according to the age of the child, geographic location, and level of Better Beginnings.
- I. **OEC:** Office of Early Childhood Education.
- J. **Department or OEC:** The Arkansas Department of Education Office of Early Childhood.
- K. **OEC Representative:** A representative of OEC is an employee or contractor of OEC, including: Child Care Service Specialists, Program Eligibility Specialists, investigators, etc.

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- L. **Direct Deposit:** Electronic transfer of funds from the State of Arkansas to the Participant's financial institution.
- M. **Early Departure:** When a child is picked up prior to the regularly scheduled departure time.
- N. **Employer Identification Number (EIN):** A unique numerical identifier which is used to identify businesses, partnerships, or other entities and is used by the IRS for tax-related purposes.
- O. **Expulsion:** Permanent removal of a child from the child care facility.
- P. **Facility:** A licensed, registered, or church-operated exempt site where child care services are provided.
- Q. **Full-Time:** Care for seven (7) or more hours per day. The hours do not have to be consecutive.
- R. **Holidays:** A day listed on the official Federal and/or State of Arkansas holiday calendar, with the exception of two holidays (marked with an asterisk below). The days are:
- |                    |                                   |                   |
|--------------------|-----------------------------------|-------------------|
| ▪ New Year's Day   | ▪ Dr. Martin Luther King, Jr. Day | ▪ President's Day |
| ▪ Good Friday*     | ▪ Independence Day                | ▪ Memorial Day    |
| ▪ Labor Day        | ▪ Columbus/Indigenous Peoples Day | ▪ Veteran's Day   |
| ▪ Thanksgiving Day | ▪ Friday after Thanksgiving       | ▪ Christmas Eve   |
| ▪ Christmas Day    | ▪ New Year's Eve*                 | ▪ Juneteenth      |
- S. **Hours of Care:** The hours when a child is the responsibility of the Participant including transportation time, if provided.
- T. **Improper Payment:** Payment to a Participant for services not delivered, services incorrectly billed, or for which records are not available.
- U. **Inclement Weather:** Severe weather that causes the facility to close.
- V. **License/Registration Number:** The number assigned by the Child Care Licensing Unit to each specific site name and address approved to provide child care services.
- W. **Licensure Adverse Action:** The revocation, suspension, or denial of a license or registration.
- X. **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.
- Y. **Part-Time:** Care for less than seven (7) hours per day. The hours do not have to be consecutive.
- Z. **Participant:** The name of the owner or business name of the organization providing child care services.

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- AA. **Password:** A sequence of eight (8) to twenty (20) characters, consisting of letters and numbers, giving access to the Child Care Billing system.
- BB. **PHI:** Protected Health Information. Individually identifiable health information including: the individual's past, present, or future physical or mental health condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual. Also, any information that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.
- CC. **Special Needs Child:** A child whose physical condition has lasted or is expected to last at least two (2) years as diagnosed by a licensed medical or psychological practitioner, a child determined eligible for special services under the Individuals with Disabilities Act (IDEA) for whom a current IFSP or IEP exists, and/or a child with an emotional and/or behavioral disturbance defined by IDEA and reviewed by a team of Behavior Specialists certified in Early Childhood Mental Health Consultation (designated by the OEC) as experiencing one or more of the following: an inability to learn that cannot be explained by intellectual, sensory, or health factors, an inability to build or maintain satisfactory interpersonal relationships with peers and teachers, inappropriate types of behavior or feelings under normal circumstances, a general pervasive mood of unhappiness or depression, and/or a tendency to develop physical symptoms or fears associated with personal or school problems.
- DD. **Taxpayer Identification Number (TIN)/Employer Identification Number (EIN):** A number issued by the Internal Revenue Service to report income paid to an individual. This number may be either an individual's social security number or employer identification number (EIN).
- EE. **Weekend Care:** Care provided between 6:00 a.m. Saturday through 11:59 p.m. Sunday.

### Section III: Department of Education Responsibilities

1. OEC agrees to make training and technical assistance available to new and existing Participants.
2. OEC agrees to establish an online public listing of all Participants in the CCDF Program. Eligible clients may select a child care Participant from the online listing. The link to the online listing can be located at [https://ardhslicensing.my.site.com/elicensing/s/search-provider/find-providers?language=en\\_US&tab=CC](https://ardhslicensing.my.site.com/elicensing/s/search-provider/find-providers?language=en_US&tab=CC)
3. OEC agrees to notify Participants via electronic mail and/or by issuance of the authorization that a client has been certified as eligible for assistance. The notification obligates the Department to reimburse Participants for services provided.
4. OEC may require a Participant to certify the name of their business via the Arkansas Secretary of State.
5. OEC does not conduct business with excluded individuals or entities. OEC does not allow Participants to be represented on any matter related to the CCDF program by any individual or entity that has been placed on a Federal, internal, or other exclusion or debarment list.
6. OEC agrees to reimburse the Participant for services delivered in compliance with this Agreement after the Certificate of Authorization has been received and services are rendered. A Participant cannot bill or receive payment for services until this Agreement has been signed by the Participant and certified by the Department.
7. OEC is not obligated to pay any bills received more than forty-five (45) calendar days after the date the service was delivered without prior written approval from the CCDF Program Administrator. Approval can be given by the CCDF Program Administrator on a case-by-case basis one (1) time every three (3) calendar years. Additional requests after the first will require a Corrective Action Plan (CAP).
8. OEC does not provide pre-notification of client withdrawal from the CCDF program and shall not be charged a drop fee by the Participant.
9. OEC reserves the right to amend this Agreement with a thirty (30) day notice.
10. The LEARNS Act (Act 237) requires the Department of Education to establish Academic Approval for each early learning center receiving public funds.

## Section IV: Participant Responsibilities

### A. General Requirements

1. The Participant agrees to comply with all the requirements set forth in this Agreement. Failure to comply is grounds for termination of participation from the CCDF Program and for possible further action by OEC.
2. The Participant agrees to maintain a childcare facility license, registration or church-operated exemption and to comply with child care licensing or registration standards in accordance with the Minimum Licensing Requirements. This Agreement terminates upon any final agency determination of adverse action against the participant and will affect participation at any or all facilities licensed that have been identified in the adverse action. (See definition of Licensure Adverse Action) The participant acknowledges that the Agreement will terminate immediately upon revocation of license, license status changed to probationary provisional, loss of Better Beginning status (below required level) (see section IV: G (1), and any placement on a Federal, internal, or other exclusion or debarment list. The Participant has no appeal rights regarding the final action taken above.
3. The Participant 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 Participant has violated State or Federal laws and regulations regarding discrimination, OEC may impose a range of appropriate remedies, up to and including termination of the Agreement and exclusion from all OEC programs.
4. The Participant 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.
5. The Participant 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 Participant, 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 OEC.
6. The Participant agrees that it will indemnify and hold harmless OEC against any and all liability, loss, damages, costs, or expenses which the Participant may sustain, incur, or be required to pay as a result of any act or omission by OEC.
7. The Participant agrees to notify OEC via electronic mail immediately of any change in ownership, change in business structure, facility site location, change in employer identification number, or closure of the facility. The Participant agrees to provide OEC with a copy of the notice from the Internal Revenue Service verifying any change in a Taxpayer Identification Number.



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8. The Participant may not delegate, assign, or subcontract the performance of any obligations contained in this Agreement. If the Participant chooses to use a Representative for any matter related to the CCDF program, the Participant is prohibited from being represented by any individual and/or entity that has been placed on a Federal, internal, or other exclusion or debarment list
9. The Participant understands that this Agreement does not create an employer - employee relationship.
10. Participants who are incorporated must be registered with the Secretary of State's office and must remain in good standing to participate in the CCDF Program.
11. To meet the Federal requirements of improving the quality of care to children receiving subsidy CCDF Child Care Assistance, the Participant agrees to work cooperatively with any OEC Contractor or OEC Representative with any assessment initiatives that helps improve the quality of care for children. Refusal to work with these programs violates this agreement and may lead to the termination of this agreement. All Participants must be at a minimum Better Beginnings Level 2.
12. The Participant agrees to allow clients unrestricted access to their child(ren).
13. The Participant agrees to provide breakfast, lunch, snacks, and evening meals in accordance with the U.S. Department of Agriculture guidelines, including portion sizes. Menus for all food service shall be served to each child during the day. Exceptions may be made for children who suffer allergies to milk. *(For additional guidance on nutrition, please review the Minimum Licensing Requirements and the Department of Agriculture guidelines. If you are a Participant of the OEC Health and Nutrition Program, or HNP, please contact your HNP Specialist).*
14. **The Participants understand the Federal laws concerning the use of illegal drugs.** Marijuana holds Schedule I controlled substance status under Federal Law. The Controlled Substance Act (CSA) prohibits the manufacture, distribution, dispensation, and possession of marijuana except in federal government approved research studies. **The CSA does not recognize the distinction states are making between the medical and recreational use of marijuana. There are currently no accepted medical uses in the United States.** Under the principles of federalism, the federal government may preempt state marijuana laws and enforce the CSA. Department of Justice (DOJ) has reaffirmed that marijuana growth, trafficking, and possession **remain crimes under federal law irrespective of states' marijuana laws.** Therefore, child care facilities that receive federal funds must prohibit the use of marijuana in any form in federally funded child care centers i.e. vouchers.
15. The Participant agrees to adhere to the requirements of Unified Early Childhood Care and Education Systems (UECCES) regarding participation in:
  - a. Kindergarten readiness (accountability)
  - b. Local Early Childhood Lead Organization and all associated activities (e.g., child count, coordinated enrollment, information campaign, etc.) as they are available in every community.

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**B. Initial Approval**

1. The Participant understands that direct deposit is a requirement to participate in the CCDF Program and allows reimbursements to be directly deposited to a checking/savings account. The direct deposit form must be submitted to OEC and must be signed by the owner. Owners may delegate this to an authorized representative. The authorized representative must be identified in writing and must be on file with OEC. A list of authorized signees must be submitted to OEC on bank letterhead in addition to all required documentation.
2. The Participant agrees to conduct transactions by electronic means. Electronic transactions include but are not limited to electronic mail, submission of the Participant Agreement, direct deposit, notices of action, authorizations, adverse actions, and improper payments. Participant must provide a valid email address or report any changes to the OEC Family Support Unit immediately. **Electronic mail is considered “read” five (5) days after it has been sent.**
3. The Participant agrees to accept the electronic OEC Certificate of Authorization as approval to provide and bill for services. The Participant agrees to accept reimbursement received from ADE as payment in full for all services covered by this Agreement, which includes transportation (if available).
4. The Participant agrees OEC will not pay for services delivered prior to or after the dates shown on the Certificate of Authorization. The Participant agrees not to accept the child(ren) without **written approval** from an authorized OEC representative or Certificate of Authorization obligating OEC.
5. The Participant can charge a maximum of 15% over the designated subsidy payment rate as stated in the Certificate of Authorization. However, a provider cannot charge a family receiving CCDF subsidy a higher daily rate than private pay families. Example:  $\$33.50$  (*Subsidy Payment*)  $\times 1.15 = \$38.53$ , the provider may charge the family an additional \$5.03 per day. TEA clients and foster care clients are exempt from all fees.
6. All rates must be entered and updated annually in the Arkansas State Child Care Licensing System (ELS).
7. The Participant may only charge the client late pick-up and late payment fees. The Participant also has the option to charge the client for absentee days that exceed the limit allowed by this agreement. Fees must not exceed those paid by private pay clients. Charges must be fully disclosed in a document provided to the client and available to OEC upon request. TEA clients and foster care clients are exempt from all fees. OEC has expanded the subsidy rate to cover any additional fees i.e. registration fee, semester fee, etc.
8. The Participant may hire a CCDF Program recipient as a caregiver. However, the recipient may not provide direct care to their own children as a primary caregiver in the classroom.

### C. Training

1. The Participant and/or designee agree **to complete OEC-sponsored mandatory training prior to the submission of this Agreement and at any other time required by OEC.** The Participant and/or designee agree to complete the online CCDF Participant Agreement refresher course once every twelve (12) months. If training is not completed by the training due date, payments will be suspended until training is completed and/or a corrective action plan implemented. In the event the mandated training is not completed within sixty (60) days after the training due date or a corrective action plan implemented, this Agreement will be cancelled.
2. Any billing discrepancies and/or non-compliance may warrant additional training for participants and key staff at the discretion of ADE. See Section V for CAP requirements and process.

### D. Attendance Sheets and Records

1. The Participant agrees to retain all books, records, and other documents relating to expenditures, services rendered, attendance or individuals served under this Agreement for five (5) years from the date of service. 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 OEC will have full access to these materials during this period.
2. The Participant must use an approved paper form or an electronic attendance system. To be approved, the attendance form or electronic system **must** include:
  - a. Each child's legal first and last name (no nicknames)
  - b. Date each child was present or absent,
  - c. Time care begin and end for each child with (if providing 24-hour care, a.m. and p.m. must be placed beside the times),
  - d. Child(ren) must have a signature by a parent, guardian, or authorized representative verifying the attendance of each child on a daily or weekly basis. (Electronic attendance systems will not require a signature. Computer spreadsheets are not considered an electronic attendance system and are NOT exempt from signatures.

The following Statement must be reflected on all attendance records:

Provider Certification: I declare under penalty of perjury that the above information is true and that these children were provided services at the above location and on the days and times listed above. I understand that I must repay any overpayment resulting from false or incorrect information and that I may be prosecuted for fraud (For electronic attendance records, the facility must submit a signed Provider Certification Form which is included in this agreement.)

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- e. Signature of staff person must be provided on all attendance sheets to certify they are accurate including electronic attendance sheets. *Each child means one individual. The above is a requirement for siblings also.*
  - f. A sample attendance form is available at  
<https://dese.ade.arkansas.gov/Offices/office-of-early-childhood/forms--documents>
  - g. Attendance records must reconcile with billing records. If attendance records are submitted without an appropriate signature or do not meet the requirements listed above, OEC will consider the payment in question to be an improper payment. (See definition of Improper Payment)
- 3. If the Participant provides transportation, all Transportation Requirements for attendance rosters listed in the Minimum Licensing Requirements must be followed. *(All Minimum Licensing Requirements must be adhered to. For additional information regarding Licensing Requirements, please contact your Child Care Licensing Specialist).*
  - 4. The Participant may be required to submit statistical records on expenditures charged to other funding sources to verify non-duplication of payment.
  - 5. The Participant agrees to maintain all client records in a confidential manner. The Participant agrees to report to ADE/OEC any loss of information that would be considered Protected Health Information (PHI) within twenty-four (24) hours of the loss.
  - 6. The Participant must maintain immunization records for all children, including school age children, served under this agreement in accordance with 45 CFR 98.41(a)(1)(i)(A).
  - 7. Upon request, access to Participant records related to individuals served under this agreement will be made available to OEC employees, OEC designated agents, or any agency of State or Federal government for purposes of auditing or any other reason connected with OEC service programs. The Participant may require official identification prior to allowing records access except with the informed, written consent of the client. If the client is not an adult or has been declared incompetent by a probate court, the client's parent, custodian, or guardian may consent on the client's behalf.

#### E. Billing and Financials

- 1. A password is required to submit billing to OEC. The Participant accepts liability for all billing submitted to OEC using the password and agrees that only directors, owners, or authorized representatives will bill OEC. The password is non-transferable; therefore, a change in Taxpayer Identification Number (TIN) or License/Registration Number will require a new password.
- 2. The Participant agrees to bill for absentee billing, inclement weather billing or actual services performed to receive payment utilizing State-approved electronic billing methods.
- 3. The Participant agrees to follow absentee, holiday and inclement weather billing procedures for children temporarily absent from the program. Billing is not allowed when the facility is closed unless it is an observed holiday or due to inclement weather. Should the participant bill for inclement weather, documentation must be provided upon request with attendance records for that billing period.

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4. In cases where the client is responsible for a co-pay, the Participant is responsible for collecting the co-pay amount for days billed as absentee, holiday, or inclement weather. When applicable, the Participant may charge the client for absentee days over those allowed by this Agreement. TEA clients and foster care clients are exempt from all fees.
5. The Participant agrees to submit billing no later than forty-five (45) calendar days after services were delivered. OEC is not obligated to pay any bills received more than forty-five (45) calendar days after the date the service was delivered without prior written approval from the CCDF Program Administrator. Approval can be given by the CCDF Program Administrator on a case-by-case basis one (1) time every three (3) calendar years. Additional requests after the first will require a Corrective Action Plan (CAP).
6. The Participant agrees to promptly submit missing documentation to correct all billing or payment errors (i.e., billed wrong care type, missing attendance records, missing inclement weather statement) and understands that they are responsible for all improper payments or fraud. Facility may be placed on a billing hold, submitted for exclusion from the CCDF Program, or both if billing and payment errors are not corrected.
7. Any facility using paper attendance forms and requesting a second review, may only submit missing documents once. Any facility using an electronic attendance system and requesting a second review must submit an Audit Summary. The Summary will display any edits posted following the initial review. Only one additional review will be conducted for childcare providers.
8. Attendance records must be presented when requested by OEC staff or authorized representatives within approximately twenty-four (24) hours of the request unless otherwise specified. Attendance records must follow the guidelines listed in this agreement. In some circumstances, a billing hold may be implemented to allow attendance records to be verified and may be released after billing discrepancies have been resolved.
9. OEC will permit billing for a temporarily absent child if the billing conforms to the requirements of the Federal or State funding source. All absentee billing must be submitted in accordance with the requirements set out below. OEC will not permit billing when the facility is closed unless it is an observed holiday or due to inclement weather.
  - OEC 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 as listed on the certificate of authorization. If the facility is closed due to a situation out of their control, at the time of closure, the facility must contact the CCDF Program Administrator of OEC for **pre-approval** on billing type and must maintain documentation on file.
  - The intent of the absentee billing policy is to avoid penalizing either the client or the Participant by not allowing reimbursement for the child's temporary absence. The facility must be open and the billed services available before billing for a temporarily absent child is allowable. (See definition of Absentee Billing)

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- 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 is not allowed if the child is not scheduled by OEC to attend or if the Participant has been notified by the client or OEC that care is no longer needed. For example, if a child is enrolled to attend only Monday, Wednesday and Friday, the Participant may not use absentee billing for Tuesday and Thursday.

*The maximum billable absentee days per trimester are as follows:*

Trimester	Days Allowed	Not to Exceed
July – October	12*	6 in a given month**
November – February	16*	8 in a given month**
March – June	12*	6 in a given month**

*\*Days will be pro-rated based on the start date of the authorization.*

*\*\* The Participant reserves the right to charge the client for absentee days that exceed the above limits. TEA clients and foster care clients are exempt from all fees*

*\*\*\* Absentee Days will follow the child per calendar year.*

- Absentee days are cumulative per child per twenty-four (24) hour period and may not exceed forty (40) days per calendar year without written approval. Waivers of the forty (40) day limit may be granted by the CCDF Administrator in cases including, but not limited to, extreme illness or other health-related conditions.
10. OEC will permit billing for all approved holidays if the holiday is observed on a day when the child would have been scheduled to attend. OEC will only permit holiday billing if the facility is closed. (See definition of Holidays)
  11. OEC will permit billing when the facility is closed due to inclement weather (See definition of Inclement Weather) or due to exceptional or emergency circumstances, if allowable through the designated Federal or State funding source and billed in accordance with the requirements set out below:
    - a. OEC realizes that facilities may be forced to close due to inclement weather. OEC allows Participants to bill for those operational days lost due to severe weather conditions; however, the policy may only be applied when public schools in the Participant's area have been forced to close or whenever other extraordinary weather-related conditions exist.
      - Participants who bill inclement weather must maintain documentation of the reason for closure such as print out from school district's website, notices regarding school closure, etc. This does not mean that a Participant must close when local schools close.
    - b. Exceptional or emergency circumstances exist whenever it can be demonstrated that clients were unable to reach the premises, or the Participant could not open due to circumstances beyond the control of the Participant. This does not mean that a Participant must close when local schools close.
    - c. Participants who bill inclement weather for exceptional or emergency circumstances **must obtain**

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**pre-approval** from the OEC CCDF Program Administrator prior to billing “Inclement,” and must maintain documentation of the closure on file.

12. OEC recognizes that early departure/late arrival occurs for children in care. OEC agrees to pay the normal daily rate when a child is picked up earlier than usual. For instance, if a child is scheduled for full-time but only attends part-time on a day because of a doctor’s appointment, etc., OEC will pay the full-time rate since that is the normal time of attendance. These days will not be billed as absentee days.
  - i. If the temporary situation of early departure exists longer than two (2) consecutive weeks, the Participant must report the care type change to OEC so that a new authorization with the correct care type shall be written.
  - ii. ADE will not permit billing Full Time for school age children during regular school session.
  - iii. OEC shall notify Participants when a child becomes ineligible for continued payment.
13. Participant agrees to have an annual audit if required by this Agreement. If Participant receives \$750,000 or more in federal funds the Participant shall provide an annual audit in compliance with Circular A-133. If Participant receives \$100,000 or more in federal, state, or a combination of state and federal funds, the Participant shall provide an annual audit in compliance with Government Auditing Standards (GAS). Audits must be submitted to the Department within 120 days of the end of the Participant’s previous Fiscal Year. Failure to submit the required annual audit will result in the Participant losing the privilege to participate in the child care assistance program until the issue is resolved and may result in the Participant's exclusion from all OEC programs. (Notice will be provided in writing with specific timeframes for submission of the audit.) Whether an audit is required or not, all financial information will be readily available for any review conducted by an authorized OEC representative.
14. The Participant agrees to accept responsibility for the reporting of funds received through OEC each calendar year. The Participant is responsible for the payment of all required Federal and State taxes accrued. Failure to pay Federal and States taxes may result in termination of this agreement.
15. The Participant must demonstrate financial viability and administrative capability. The Participant is responsible for the payment of all debt. Garnishments, liens, levies, etc. may result in termination of this Agreement.

#### F. Withdrawal

1. The Participant shall not charge OEC, or the client, a drop fee for withdrawal. The facility shall terminate any written or agreed upon contractual arrangement with the client at the time of withdrawal of their child(ren). Any further or future arrangement, agreement, or contract entered into by the Participant with a former CCDF client as a private pay attendee shall be separate and apart from the CCDF Agreement.
2. The Participant agrees to notify the OEC Authorized Representative when a child withdraws from the CCDF Program. Notice shall be provided no later than the next working day after the child withdraws.

#### G. Better Beginnings Requirement

1. To meet the Federal requirements of improving the quality of care to children receiving subsidy CCDF Child Care Assistance, individual facilities must be certified in Better Beginnings at Level 2 (two) or higher prior to the approval of this Agreement. For more information on Better Beginnings, please visit the website at [www.arbetterbeginnings.com](http://www.arbetterbeginnings.com) or call 1-800-445-3316.

#### H. Anti-Lobbying Act

1. The Participant agrees to notify and submit a new Contract and Grant Disclosure and Certification Form to OEC 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.
2. If a member of the Participant's Board of Directors is employed by the Participant 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 OEC within ten (10) days of State employment or other business with the State of Arkansas.
3. The Participant agrees to comply with Public Law 101-121(Anti-Lobbying Act):
  - a. If the Participant receives more than \$100,000 per award of appropriated Federal funds in any Agreement period (July 1 - June 30), the Participant must certify that these funds will not be used to pay for lobbying activities by completing a Certification Regarding Lobbying Form (OEC-9350) and submitting the form to the Department.
  - b. If the Participant has paid or will pay for lobbying using funds other than appropriated Federal funds, a lobbying certification that assures that the funds will not be used for the purpose of influencing pursuant to 45 CFR part 93, and, if necessary, a Standard Form LLL (SF-LLL) that discloses lobbying payments must be completed and submitted to the Department.
  - c. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
    - Pursuant to federal Executive Order 12549, the prospective lower tier participant (the Participant) certifies by submission of this proposal (this Agreement) to the best of its knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
    - Where the prospective lower tier Participant (the Participant) is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.
    - Participant will return a signed and dated copy of the Certification Regarding Lobbying Form with this initial Agreement and recertify annually.



## I. Suspensions/Expulsions (BehaviorHelp Program)

The CCDBG of 2014 and the CCDF Final Rule required all States to implement programs to "prevent and ultimately eliminate suspension and expulsion of children in child care settings" (ACF, 2016).

OEC does not allow for the suspension or expulsion of children from programs receiving CCDF Funding without approval from the OEC Director or OEC Director's Representative. It is also recommended that centers not discriminate against children based on their funding stream (i.e., the expulsion of a private pay or other children). The OEC Suspension/Expulsion/Transition procedure must be followed prior to a participant disenrolling a child due to behavior: <https://humanservices.arkansas.gov/wp-content/uploads/Behavior-Help-Memo-July-2021-Final.pdf>

ADE may suspend new authorizations for reimbursement if the Participant is out of compliance with the above. Failure to follow the procedure as outlined may result in termination of the CCDF Program Participant Agreement.

In 2016, OEC established the Behavior Help system to assist centers who are experiencing challenging behaviors or classroom management issues. Any center receiving CCDF Funding can use this system at any time.

To access Behavior Help:

1. Go to BehaviorHelpOnline.org
2. Click the orange "Submit a Request" button
3. Fill out the form.
4. Click "Submit" at the bottom of the form.

Once submitted, a Behavior Help Specialist will contact the center to complete an interview. After the interview, the Specialist will assign the case to one of our partnering agencies.

## J. CCDBG Health & Safety Requirements

The Child Care and Development Block Grant (CCDBG) Act of 2014 requires States and Territories to have health and safety requirements for CCDF Program Participants. All staff, including new and existing caregivers and teachers, must be trained and meet the health and safety requirements below:

1. Prevention and control of infectious diseases (including immunizations)
2. Prevention of Sudden Infant Death Syndrome (SIDS) and use of safe sleeping practices
3. Administration of medication, consistent with standards for parental consent
4. Prevention of and response to emergencies due to food and allergic reactions
5. Building and physical premises safety, including identification of techniques for protection from hazards that can cause bodily injury such as electrical hazards, bodies of water, and vehicular traffic
6. Prevention of Shaken Baby Syndrome and abusive head trauma
7. Emergency preparedness and response planning for emergencies resulting from a natural disaster or a man- caused event (such as violence at a child care facility)
8. Handling and storing of hazardous materials and the appropriate disposal of bio-contaminants
9. Precautions in transporting children
10. Pediatric first aid and cardiopulmonary resuscitation (CPR) certification for all staff providing direct care to children.

OEC has developed training modules for requirements 1 – 9 that can be utilized to provide staff with the required training. For more information, please see [CCDBG Health & Safety Requirements - Arkansas Department of Human Services](#)

Certification must be kept on file at the facility. New staff have ninety (90) days to complete the health and safety requirements.

## Section V: Program Violations

### A. Corrective Action Process

Any non-compliance with the Participant Agreement may require a Corrective Action Plan (CAP). If required, the below process will be followed:

1. Notice of Action sent to Participant requesting a Corrective Action Plan (CAP).
2. Participant has fifteen (15) calendar days from the date on the Notice of Action to appeal or comply with submitting a CAP.
  - a. Failure to Submit
    - If on the 16<sup>th</sup> day after the 1<sup>st</sup> NOA was sent and the CCDF Program Participant has not submitted the required CAP or an appeal, a 2<sup>nd</sup> Notice of Action/Notice of Billing Hold will be sent to the provider with 15 days to respond.
    - If on the 16<sup>th</sup> day after the 2<sup>nd</sup> NOA was sent and the CCDF Program Participant has not submitted the required CAP or an appeal, OEC will send a Letter of Proposed Termination with fifteen (15) days to appeal.
  - b. Denied CAP
    - OEC shall send a letter of denial to the CCDF Program Participant.
    - CCDF Program Participant has 15 calendar days to submit a new CAP.
    - If CAP is still denied, OEC will send a Letter of Proposed Termination with fifteen (15) days to appeal.
  - c. Approved CAP
    - Follow-up review of the CCDF Program Participant shall be conducted no sooner than ninety (90) calendar days to ensure compliance.
    - If the facility is still out of compliance, OEC will send a Letter of Proposed Termination with fifteen (15) days to appeal.
3. While under a CAP, ADE may not allow new Certificates of Authorization for clients enrolled after a CAP is implemented at any site location(s) associated with the responsible party. Authorizations may resume for new clients once the Participant is determined to be in good standing with the Department and all aspects of this Agreement.

### B. Recoupment Process

If responsible for an overpayment, the Participant may request a payment plan from OEC or submit payment in full to ADE Finance.

1. If an improper payment is identified, OEC will send a First Notice of Action (NOA) to the Participant reflecting the amount of the improper payment. The Participant must remit full repayment, request a repayment agreement, or file an appeal within fifteen (15) calendar days. For information regarding appeals, see Section VII of this Agreement.

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a. Submission of Payment

- i. All Participants responsible for improper payments must submit payment via cashier's check or money order to ADE Finance at the address given in the Notice of Action demanding repayment.
- ii. All payments must be submitted within fifteen (15) calendar days, or according to the terms outlined in the Participant's Repayment Agreement.
- iii. If a check is returned for insufficient funds, the Participant's account will go on billing hold until payment in the form of a cashier's check or money order is received.
- iv. Payments in the form of personal checks will not be accepted.

b. Repayment Agreements

- i. All Participants requesting a repayment agreement must submit their request to OEC within fifteen (15) calendar days from the Notice of Action requesting repayment.
- ii. Repayment terms must be approved by OEC and cannot exceed twelve (12) months. Requests that do not satisfy the total debt within twelve (12) months will be denied.
- iii. Once approved, OEC will send a Repayment Agreement Letter to the Participant with the proposed terms and payment schedule. Repayment Agreements are not valid until this letter is signed and dated by the responsible party, and returned to OEC within fifteen (15) calendar days.

c. Failure to Submit Payment

- i. If, after fifteen (15) calendar days, the Participant fails to remit full payment or agree to a satisfactory repayment schedule, a Second Notice of Action (NOA) for the improper payment will be sent to the Participant allowing an additional fifteen (15) calendar days for the Participant to remit full payment. Repayment agreement requests received after this time will be denied, and the Participant will not have the right to appeal the improper payment amount.
- ii. A billing hold will be placed on the facility's billing account until the entire debt is satisfied, or at the discretion of OEC. Once repayment is ensured, the billing hold may be removed. Subsequent noncompliance with repayment terms will result in additional billing holds.
- iii. If, after fifteen (15) calendar days from the 2<sup>nd</sup> NOA, the Participant fails to remit full payment, OEC will send a Third Notice of Action. This notice will demand payment in full and propose termination of the Participant Agreement for all facilities under ownership of the involved entity. All debt will be netted against (subtracted from) the funds held by ADE. The Participant has the right to appeal the above action as stated in Section VII of this Agreement.

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d. Late Payments

- i. For Participants under an approved repayment agreement, any late payment may result in cancellation of the repayment agreement and demand for payment in full, and proposed termination of the CCDF Program Participant Agreement. The responsible party may be recommended for placement on a Federal, internal, or other exclusion or debarment list.

C. Acceleration:

1. In addition to all other rights and remedies at law and/or equity the Office of Early Childhood may have if an Event of Default occurs, the Office of Early Childhood, at its option without further notice to the CCDF Participant, may declare immediately due and payable the unpaid principal balance of this Agreement together with all sums owed by the CCDF Participant under this Agreement.

D. Exclusion

1. OEC may recommend excluding Participants from future participation in the CCDF Program or other OEC programs and may recommend placing Participants on one or more federal exclusion lists for any violations of this Agreement. At OEC's discretion, the exclusion to participate may also apply to an immediate family member or other related party of the Participant. OEC may prohibit future program participation regardless of the name or location of the participating entity.
2. The Participant agrees that submission of falsified records, or participation in any form of fraud, for the purpose of obtaining benefits for the Participant or a CCDF Program recipient, or submission of falsified records for the purpose of obtaining a child care license, will result in exclusion from all OEC programs.

Section VI: Cancellation of the Agreement

1. This Agreement is non-transferable. It automatically terminates without OEC action if the ownership or fifty (50) percent or more of the ownership interest of a facility under a TIN is transferred to a new owner, if the only open facility under the TIN closes, or if the only open facility under the TIN relocates.
2. The Participant may change their 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.
3. The Participant or OEC may cancel this Agreement unilaterally, at any time, by giving the other party fifteen (15) calendar days' written notice and delivering notice of cancellation either in person, by certified mail, return receipt requested, restricted delivery, or electronic email. If the Participant is the party canceling the Agreement, such notification must be sent to the CCDF Program Administrator or designee.
4. If OEC determines there is immediate jeopardy to the health and safety of children receiving services from the Participant or an adverse action set out in Section IV: A (2) is taken against the Participant, OEC may cancel this Agreement immediately upon notice to the Participant.
5. Any written notice from OEC to the Participant canceling this Agreement shall specify the reason for cancellation.

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**Section VII: Administrative**

1. The Participant may appeal any adverse action taken by OEC, excluding those found in Section IV: A (2), (including audit, billing, payment, termination, etc.) by filing a written notice of appeal within fifteen (15) days from the Participant's receipt of OEC notification in accordance with OEC Administrative Appeal/Hearing Procedures. A copy of the appeal procedures will be provided by OEC upon request.
2. The Participant agrees to notify OEC of any legal controversies with any local, State or Federal governmental agency including other agencies within OEC.

Section VIII: Appendices

Certification Regarding Lobbying Form

Provider Certification Form

Daily Attendance Sheet Example

ARKANSAS DEPARTMENT OF EDUCATION  
CHILD CARE AND DEVELOPMENT FUND (CCDF) PROGRAM PARTICIPANT AGREEMENT

Agreement Number: \_\_\_\_\_ Attachment Number: \_\_\_\_\_ Action: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, SUB-GRANTS, LOANS, AND  
COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: \_\_\_\_\_ Date \_\_\_\_\_  
(Authorized Provider Representative)

For: \_\_\_\_\_  
Name of Provider Agency

\_\_\_\_\_  
Title of Grant Program

\_\_\_\_\_  
Title of Grant Program

\_\_\_\_\_  
Title of Grant Program

\_\_\_\_\_  
Title of Grant Program

\_\_\_\_\_  
Title of Grant Program

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



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**Provider Certification Form**

I, \_\_\_\_\_ (*Director/Owner Name*), declare under penalty of perjury that the attached information is true and that these children were provided services at the location listed below, on the days and times listed. I understand that I must repay any overpayment resulting from false or incorrect information and that I may be prosecuted for fraud.

---

Dates Submitted for Review (*Ex. February 1, 2025 – March 31, 2025*)

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Facility Name

Facility Number

---

Director/Owner Printed Name

---

Director/Owner Signature

Date

*Disclosure:*

*OEC may recommend excluding Participant from future participation in the CCDF Program or other OEC programs and may recommend placing Participant on one or more federal exclusion lists for any violations of this Agreement. At OEC's discretion, the exclusion to participate may also apply to an immediate family member or other related party of the Participant. OEC may prohibit future program participation regardless of the name or location of the participating entity.*

*Participant agrees that submission of falsified records or participation in any form of fraud for the purpose of obtaining benefits for the Participant or a CCDF Program recipient, or submission of falsified records for the purpose of obtaining a child care license, will result in exclusion from all OEC programs.*

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**DAILY CHILD ATTENDANCE FORM**

Facility Name \_\_\_\_\_ Facility Number \_\_\_\_\_ Date of Service \_\_\_\_\_

**Parent/Guardian/Authorized Representative Certification of Attendance:** By my signature below, I declare under penalty of perjury that the information is true and that my child was provided services at the above location and on the days and times listed below. I understand that I must repay any overpayment resulting from false or incorrect information and that I may be prosecuted for fraud.

Child's Name	Time In	Parent Signature**	Time Out	Parent Signature**
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

**Provider Certification:** I declare under penalty of perjury that the above information is true and that these children were provided services at the above location and on the days and times listed above. I understand that I must repay any overpayment resulting from false or incorrect information and that I may be prosecuted for fraud.

\_\_\_\_\_  
Director/Owner Signature

\_\_\_\_\_  
Date

\*\*Parent signature is required as disclosed in the CCDF agreement for payment of vouchers.

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Daily Attendance Form Example

DEPARTMENT OF HUMAN SERVICES DIVISION OF CHILDCARE & EARLY CHILDHOOD EDUCATION

**DAILY CHILD ATTENDANCE FORM**

Facility Name Heavenly Happy Facility Number 123456 Date of Service June 10, 2019

Parent/Guardian/Authorized Representative Certification of Attendance: By my signature below, I declare under penalty of perjury that the information is true and that my child/children were provided services at the above location and on the days and times listed below. I understand that I must repay any overpayment resulting from false or incorrect information and that I may be prosecuted for fraud.

Child's Name	Time In	Parent Signature**	Time Out	Parent Signature**
1 Sammy Jeans	Absent			
2 Cindy Jeans	Absent			
3 Carolyn Crabby	6:45 PM	Jenny Crabby	4:00 AM	Jenny Crabby
4 Amy Rabbit	7:30 AM	David Rabbit	4:15 PM	David Rabbit
5 Hoppy Jackson	8:00 AM	Jack Johnson	5:30 PM	Jack Johnson
6				
7				
8				
9				
10				
11				
12				
13				
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Provider Certification: I declare under penalty of perjury that the above information is true and that these children were provided services at the above location and on the days and times listed above. I understand that I must repay any overpayment resulting from false or incorrect information and that I may be prosecuted for fraud.

Director/Owner Signature Hanna Jenkins

Date 6/10/2019