

Welcome to the CCDF Program Participant Agreement Training

Arkansas Department of Education/Office of Early Childhood

ADE/OEC

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Purpose and Performance Section I

- ▶ The purpose of this Agreement is to establish eligibility for participation in the Child Care Development Fund (CCDF).
- ▶ The CCDF Program provides Participants the opportunity to provide child care services to children of families eligible to receive child care services funded through ADE.
- ▶ 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 newly enacted Federal or State laws or newly promulgated Federal or State agency regulations or rules.
- ▶ ADE shall notify the participant in writing within (30) days of the receipt of any necessary changes or amendments



Definitions Section II

- ▶ ***Absentee Billing:*** Billing when a child is authorized to attend but is temporarily absent.
- ▶ ***Age Groups:*** For Billing Purposes the Age Groups are as Follows:
 - ▶ A. Infant (0-18 Months)
 - ▶ B. Toddler (18-36 Months/18 Months – 3 Years)
 - ▶ C. Preschool (30-71 Months/2.5 – 5 Years)
 - ▶ D. School Age (60-155 Months/5-13 Years)
 - ▶ E. Children between the ages of 13-19 years are eligible if they are deemed to have special needs. (See Special Needs Child Definition)
- ▶ ***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 Department of Human Services, Administration for Children and Families.
- ▶ ***Certificate of Authorization:*** A document establishing OEC's financial obligation to pay the Participant after delivery of specified child care services.



Definitions Section II (Cont.)

- ▶ ***Casehead:*** The parent, custodian, or guardian (or in the case of a child in state custody, the child's primary caseworker) of the child receiving child care assistance.
- ▶ ***Daily Rates:*** Daily payment rates are determined according to the Arkansas Market Rate Survey (75th percentile of costs) with a standardized rate by county.
- ▶ ***Improper Payment:*** Payment to a Participant for services not delivered, services incorrectly billed, or for which records are not available.
- ▶ ***OEC Representative:*** A representative of OEC is an employee or contractor of OEC, including: Early Childhood Program Specialists, Early Childhood Program Coordinator, investigators, etc.
- ▶ ***Professional Development:*** Closure due to staff training (with an agenda) on a date or dates where the Participant would have otherwise provided services to children.
- ▶ ***Authorized Representative:*** For Citizens, an individual or individuals approved to have access to sensitive case information and act on the Casehead's behalf. Authorized Representatives must be approved by OEC.

Definitions Section II (Cont.)



Full-Time: Care for 7 (seven) or more hours per day. The hours do not have to be consecutive



Improper Payment: payment to a participant for services not delivered and/or for services incorrectly billed.

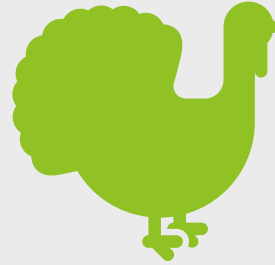


Part-Time: Care for less than seven (7) hours per day. The hours do not have to be consecutive.



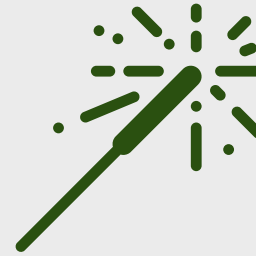
Weekend Care: care provided between 6:00 a.m. Saturday through 6:00 a.m. Monday.

Observed Holidays



A day listed on the official Federal and/or State of Arkansas holiday calendar. Additional observed holidays not listed on these calendars are marked with an asterisk below. The days are:

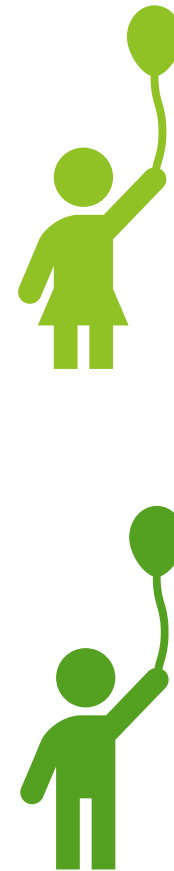
- ▶ Labor Day
- ▶ Indigenous Peoples/Columbus Day
- ▶ Veteran's Day
- ▶ Thanksgiving Day
- ▶ Friday after Thanksgiving
- ▶ Christmas Eve
- ▶ Christmas Day
- ▶ New Year's Eve*



- ▶ New Year's Day
- ▶ Dr. Martin Luther King Jr. Birthday
- ▶ President Day
- ▶ Good Friday*
- ▶ Memorial Day
- ▶ Juneteenth
- ▶ Independence Day

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.



Special Needs Child – Alternative Rate

OEC has implemented an alternative rate for a special needs child that receives child care service in a license facility.



Special Need rates are determined according to the facility Better Beginning Level

ADE Responsibilities General Requirements Section III

- ▶ OEC agrees to make training and technical assistance available to new and existing Participants.
- ▶ OEC agrees to establish an online public listing of all participants in the CCDF program:
https://ardhslicensing.my.site.com/elicensing/s/search-provider/find-providers?language=en_US&tab=CC
- ▶ OEC agrees to notify Participants via electronic mail and/or by issuance of the authorization that a Casehead has been certified as eligible for assistance. The notification obligates the Department to reimburse Participants for services provided.
- ▶ OEC may require a Participant to certify the name of their business via the Arkansas Secretary of State.
- ▶ 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.



ADE Responsibilities General Requirements Section III (Cont.)



- ▶ 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.
- ▶ OEC is not obligated to pay any bills received more than thirty (30) 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). OEC may not pay bills from prior state or federal fiscal years.

ADE Responsibilities General Requirements Section III (Cont.)



- ▶ OEC does not provide pre-notification of Casehead withdrawal from the CCDF program and shall not be charged a drop fee by the Participant.
- ▶ OEC reserves the right to amend this Agreement with a thirty (30) day notice.
- ▶ The LEARNS Act (Act 237) requires the Department of Education to establish Academic Approval for each early learning center receiving public funds.

Participant Responsibilities General Requirements Section IV. A

- ▶ 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.
- ▶ The Participant agrees to maintain 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.
- ▶ 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.



Participant Responsibilities General Requirements Section IV. A (Cont.)

- ▶ The Participant must be registered with the Secretary of State's office and must remain in good standing to participate in the CCDF program.
- ▶ 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.



Participant Responsibilities General Requirements Section IV. A (Cont.)



- ▶ 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's guidelines. If you are a Participant of the OEC Health and Nutrition Program, or HNP, please contact your HNP Specialist).

Participant Responsibilities General Requirements Section IV. A (Cont.)

- ▶ 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.



Participant Responsibilities General Requirements Section IV. A (Cont.)



- ▶ The Participant agrees to adhere to the requirements of Unified Early Childhood Care and Education Systems (UECCES) regarding participation in:
 - ▶ Kindergarten readiness (accountability)
 - ▶ 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.

Participant Responsibilities Initial Approval Section IV. B

- ▶ The Participant understands that direct deposit is a requirement to participate in the CCDF Program and allows reimbursements to be directly 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.
- ▶ The Participant agrees to conduct transactions by electronic means. Electronic transaction 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.**



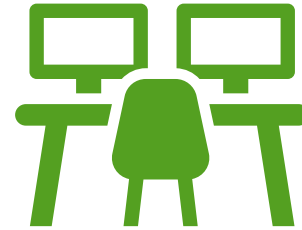
Participant Responsibilities Initial Approval Section IV. B (Cont.)



- ▶ The Participant acknowledges that the Office of Early Childhood (OEC) will not reimburse for services provided outside the authorized dates listed on the Certificate of Authorization. The Participant agrees not to accept children for care without written approval from an authorized OEC representative or a valid Certificate of Authorization. If the Participant chooses to provide services without proper authorization, OEC is not obligated to offer reimbursement or retroactive payment for those services.
- ▶ 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).

Participant Responsibilities Initial Approval Section IV. B (Cont.)

- ▶ All rates must be entered and updated annually in the Arkansas State Child Care Licensing System (ELS).
- ▶ The Participant may only charge the Casehead late pick-up and late payment fees. The Participant also has the option to charge the Casehead for absentee days that exceed the limit allowed by this agreement. Fees must not exceed those paid by private pay Casehead. Charges must be fully disclosed in a document provided to the Casehead and available to OEC upon request. TEA Caseheads and foster care Caseheads are exempt from all fees. OEC has expanded the subsidy rate to cover any additional fees i.e. registration fee, semester fee, etc.
- ▶ The Participant may charge an additional fee to the Citizen if the combined daily Casehead amount and daily ADE amount do not meet the Participant's private pay daily rate. However, a provider cannot charge a family receiving CCDF subsidy a higher daily rate than private pay families. TEA Citizens and foster care Citizens are exempt from all fees.



Participant Responsibilities Initial Approval Section IV. B (Cont.)



- ▶ 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.

Participant Responsibilities Training

Section IV. C



- ▶ 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
- ▶ Adverse action regarding 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.

Participant Responsibilities Attendance Sheets and Records Section IV. D

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.



Approved Attendance Records Requirements

The Participant must use an approved paper form or an electronic attendance system. To be approved, the attendance form or electronic system must include:

- ▶ Each child's legal first and last name (no nicknames)
- ▶ Date each child was present or absent,
- ▶ 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),
- ▶ 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

Participant Responsibilities Attendance Sheets and Records Section IV. D (Cont.)



- ▶ (For electronic attendance records, the facility must submit a signed provider form which is included in this agreement.)
- ▶ 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.)*
- ▶ A sample attendance form is available at:
 - ▶ <https://dese.ade.arkansas.gov/Offices/office-of-early-childhood/forms--documents>
- ▶ 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)

Participant Responsibilities Attendance Sheets and Records Section IV. D (Cont.)

- ▶ 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 licensing specialist.*)
- ▶ The Participant may be required to submit statistical records on expenditures charged to other funding sources to verify non-duplication of payment.
- ▶ 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 State or Federal government for purposes of auditing or any other reason connected with OEC service programs.



Participant Responsibilities Billing and Financials

Section IV. E

- ▶ The Participant is required to register their facility license(s) in the State-approved electronic system to submit billing to OEC. The Participant accepts liability for all billing submitted to OEC using the registered e-mail account and agrees that only directors, owners, or authorized representatives will bill OEC. User e-mail management is the responsibility of the Participant. The Participant agrees to bill for professional development, absentee billing, inclement weather billing or actual services performed to receive payment utilizing State-approved electronic billing methods.
- ▶ The Participant agrees to follow professional development, 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, approved staff professional development, or due to inclement weather. Should the Participant bill for inclement weather or professional development, documentation must be uploaded to the State-approved electronic system and provided upon request with attendance records for that billing period.

Participant Responsibilities Billing and Financials

Section IV. E (Cont.)

- ▶ In cases where the Casehead is responsible for a Casehead daily amount, the Participant is responsible for collecting the Casehead daily amount for days billed as absentee, professional development, holiday, or inclement weather.
- ▶ When applicable, the Participant may charge the Casehead for absentee days over those allowed by this Agreement. TEA Caseheads and foster care Caseheads are exempt from all fees.
- ▶ Families who are responsible for a Casehead daily amount, as indicated on their Certificate of Authorization, are expected to remit payment to the Participant promptly. Failure to pay the required amount may result in termination of benefits and could lead to exclusion or debarment from state and/or federal programs. All charges must be clearly outlined in a document provided to the Casehead and made available to the Office of Early Childhood (OEC) upon request. Families participating in the TEA program and those in foster care are exempt from all fees.

Participant Responsibilities Billing and Financials

Section IV. E (Cont.)

- ▶ OEC is not obligated to pay bills more than thirty (30) calendar days after the date of service unless prior written approval has been granted by the CCDF Program Administrator. Such approval may be issued on a case-by-case basis, limited to once every three (3) calendar years. Any additional requests beyond the initial exception will require a Corrective Action Plan (CAP). Additionally, OEC will not process or pay invoices for services rendered in previous state or federal fiscal years.
- ▶ 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.

Participant Responsibilities Billing and Financials Section IV. E (Cont.)

- ▶ 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 the Participant 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.
- ▶ Professional development days may be reimbursed if the facility is closed on a day the Participant would normally provide child care. To qualify, the Certificate of Authorization must be obligated and the request, submitted with an agenda, must be entered in the State-approved system before billing. Cleaning or classroom reset days would not be considered professional development. Participants may claim up to five paid professional development days per calendar year.

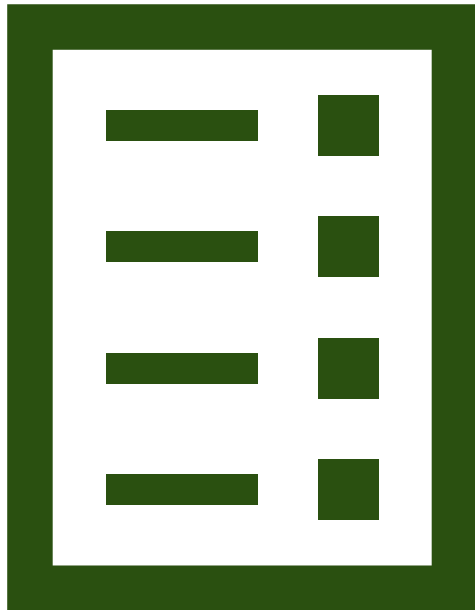


Participant Responsibilities Billing and Financials Section IV. E (Cont.)



- ▶ 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 approved professional development day, observed holiday, or due to inclement weather.

Participant Responsibilities Billing and Financials Section IV. E (Cont.)



- ▶ 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 approved professional development day, observed holiday, or due to inclement weather.

Participant Responsibilities Billing and Financials Section IV. E (Cont.)

- ▶ OEC recognizes that a Casehead'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.



Participant Responsibilities Billing and Financials Section IV. E (Cont.)

- ▶ The intent of the absentee billing policy is to avoid penalizing either the Casehead 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)
- ▶ 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 Casehead 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.
- ▶ 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.

Participant Responsibilities Billing and Financials Section IV. E (Cont.)

The maximum billable absentee days per trimester are as follows:

Trimester	Days allowed	Not to exceed
July – October	12*	6 in a given month**
Nov. – Feb.	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 Casehead for absentee days that exceed the above limits	***Absentee days will follow the child per calendar year **TEA and FOSTER CARE Caseheads are exempt from all fees

Participant Responsibilities Billing and Financials Section IV. E (Cont.)

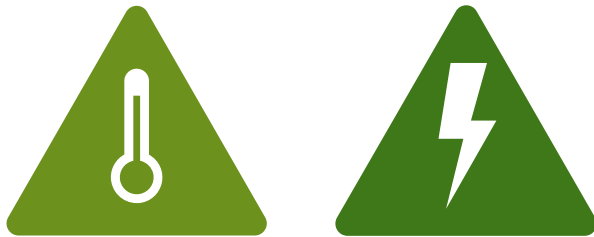


- ▶ OEC will permit billing when the facility is closed due to inclement weather (See definition of Inclement Weather) or due to exceptional or emergency circumstances, if allowable through the designated Federal or State funding source and billed in accordance with the requirements set out below:

- ▶ 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.



Participant Responsibilities Billing and Financials Section IV. E (Cont.)



- ▶ Exceptional or emergency circumstances exist whenever it can be demonstrated that Caseheads 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.
- ▶ Participants who bill inclement weather for exceptional or emergency circumstances must obtain **pre-approval** from the OEC CCDF Program Administrator prior to billing “Inclement,” and must maintain documentation of the closure on file.

Participant Responsibilities Billing and Financials Section IV. E (Cont.)

- ▶ 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 half-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. If the temporary situation of early departure will exist longer than two (2) consecutive weeks, then a new authorization with the correct care type shall be written.
- ▶ 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.
- ▶ OEC will not permit billing Full Time for school age children during regular school session.
- ▶ OEC shall notify Participants when a child becomes ineligible for continued payment.



Participant Responsibilities Billing and Financials Section IV. E (Cont.)

- ▶ 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.

Participant Responsibilities Billing and Financials Section IV. E (Cont.)

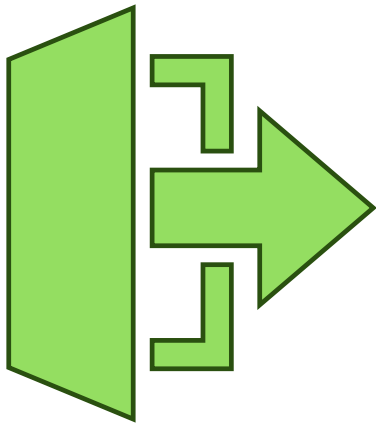
- ▶ The Participant agrees to accept responsibility for the reporting of funds received through OEC each calendar year. The participant is responsible for the payment of all required Federal and State taxes accrued.
- ▶ The Participant must demonstrate financial viability and administrative capability. The Participant is responsible for the payment of all debt. Garnishments, liens, levies, etc. may result in termination of this Agreement.



Participant Responsibilities:

Withdrawal

Section IV. F



- ▶ The Participant shall not charge OEC, or the Casehead, a drop fee for withdrawal. The facility shall terminate any written or agreed upon contractual arrangement with the Casehead 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 Casehead as a private pay attendee shall be separate and apart from the CCDF Agreement
- ▶ The Participant agrees to notify the OEC Authorized Representative when the child withdraws from the CCDF Program. Notice shall be provided no later than the next working day after the child withdraws.

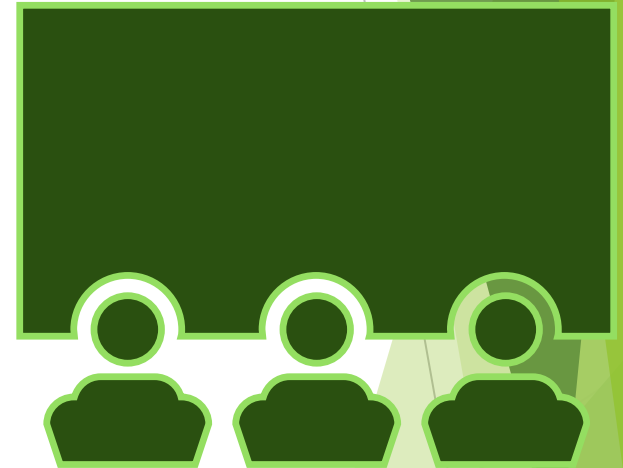
Participant Responsibilities: Better Beginnings Requirement Section IV. G

- ▶ 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) or higher prior to the approval of this Agreement.
- ▶ Participants will receive technical assistance at each individual facility to assist in becoming certified in Better Beginnings. For more information on Better Beginnings, please visit the website at www.arbetterbeginnings.com or call 1-800-445-3316. Please allow thirty (30) days for technical assistance to be received.



Participant Responsibilities: Anti-Lobbying Act Section IV. H

- ▶ The Participant agrees to notify and submit a new Contract and Grant Disclosure and Certification Form to ADE 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 accepts employment with the State of Arkansas. 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 the State employment or other business with the State of Arkansas.



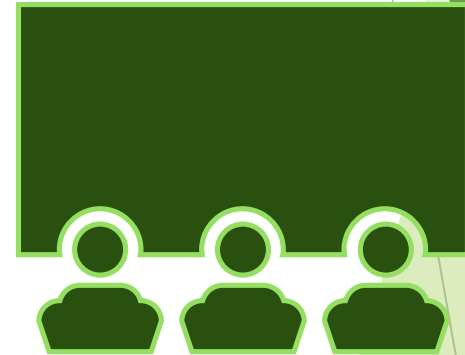
Participant Responsibilities: Anti-Lobbying Act Section IV. H (Cont.)

- ▶ The Participant agrees to comply with Public Law 101-121 (Anti-Lobbying Act):
 - ▶ 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 (DHS-9350) and submitting the form to the Department.
 - ▶ If the Participant 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 Participant (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 (the following slide:



Participant Responsibilities: Anti-Lobbying Act Section IV. H (Cont.)

- ▶ 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:
 - ▶ Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency
 - ▶ Or, 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.
 - ▶ Participant will return a signed and dated copy of the Certification Regarding Lobbying Form (DHS-9350) with the initial agreement and certify annually.



Participant Responsibilities:

Suspensions/Expulsions and Behavior Help

Section IV. I

- ▶ 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>

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



Participant Responsibilities: Suspensions/Expulsions and Behavior Help Section IV. I (Cont.)



- ▶ 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.



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.

go to BehaviorHelpOnline.org
click the orange “Submit a Request”
button
fill out the form
click “Submit” at the bottom of the
completed form

Participant Responsibilities: CCDBG Health and Safety Requirements Section IV. J

- ▶ The Child Care and Development Block Grant (CCDBG) Act of 2014 requires States and Territories to have health and safety requirements for CCDF Program Participant. All staff and new and existing caregivers and teachers, must be trained and meet the health and safety requirements found on page 14 of the CCDF Participant Agreement.
- ▶ OEC has developed training modules for requirements 1-9 that can be utilized to provide staff with the required training. For more information, please refer to <https://humanservices.arkansas.gov/about-dhs/dccece/programs-services/child-care-assistance/ccdbg-health-safety-requirements>.
- ▶ Certifications must be kept on file at the facility. New staff have ninety (90) days to complete the health and safety requirements.



PROGRAM VIOLATIONS: CORRECTIVE ACTION PLAN PROCESS SECTION V. A

- 
- ▶ Any non-compliance with the Participant Agreement may require a Corrective Action Plan (CAP). If required, action will be taken according to the following process:
 - ▶ Notice of Action (NOA) sent to Participant requesting a Corrective Action Plan (CAP) requesting:
 - ▶ Full repayment or negotiation of a payment plan within fifteen (15) calendar days of dated letter.
 - ▶ Request for Participant to schedule in-person Corrective Action Plan training within thirty (30) days of dated letter.
 - ▶ Compliance with a Corrective Action Plan completed by OEC addressing the findings and required action for the Participant, effective immediately.
 - ▶ If training is not scheduled and/or attended within thirty (30) days of the dated letter, the Participant will be placed on billing hold until the requirement is met.

PROGRAM VIOLATIONS: CORRECTIVE ACTION PLAN PROCESS SECTION V. A

Failure to Respond:

- ▶ If on the 16th day after the 1st NOA was sent the CCDF Program Participant has not made payment arrangements or submitted an appeal, a 2nd Notice of Action/Notice of Billing Hold will be sent to the Participant.
- ▶ If on the 16th day after the 2nd NOA was sent the CCDF Program Participant has not submitted an appeal or remitted payment, OEC will send a Letter of Proposed Termination with fifteen (15) days to appeal.



PROGRAM VIOLATIONS: CORRECTIVE ACTION PLAN PROCESS SECTION V. A

Continued CAP Compliance:

- 
- ▶ A follow-up review of the CCDF Program Participant shall be conducted no sooner than ninety (90) calendar days after the completed training to ensure compliance.
 - ▶ If the facility is still out of compliance at time of review, next steps will be determined at the discretion of OEC, up to termination of the CCDF Program Participant Agreement.
 - ▶ While under a Corrective Action Plan (CAP), ADE may not allow new Certificates of Authorization for Caseheads enrolled after a CAP is implemented at any site location(s) associated with the responsible party. Authorizations may resume for new Caseheads once the Participant is determined to be in good standing with the Department and all aspects of this Agreement.

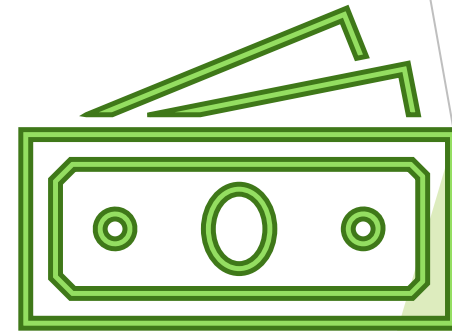
Program Violations: Recoupment Process Section V. B

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



Program Violations: Recoupment Process Section V. B (Cont.)

- ▶ Submission of Payment
 - ▶ 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.
 - ▶ Payments in the form of business checks or personal checks will not be accepted.
 - ▶ All payments must be submitted within fifteen (15) calendar days, or according to the terms outlined in the Participant's Repayment Agreement.
 - ▶ Any late payments may result in a billing hold and acceleration of the debt against funds in holding.
- ▶ 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.



Program Violations: Recoupment Process

Section V. B (Cont.)

Repayment Agreements

- ▶ All Participants requesting a repayment agreement must submit their request to OEC within fifteen (15) calendar days from the Notice of Action requesting repayment.
- ▶ 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.
- ▶ 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.



Program Violations: Recoupment Process

Section V. B (Cont.)

Failure to Submit Payment

- ▶ 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.
- ▶ 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.



Program Violations: Recoupment Process

Section V. B (Cont.)

Failure to Submit Payment (Cont.)

- If, after fifteen (15) calendar days from the 2nd 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.



PROGRAM VIOLATIONS: ACCELERATION PROCESS SECTION V. C



C. Acceleration:

- ▶ 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.

PROGRAM VIOLATIONS: EXCLUSION PROCESS SECTION V. D

D. Exclusion



- ▶ 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.
- ▶ 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.

Cancellation of the Agreement

Section VI



- ▶ 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.
- ▶ 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.

Cancellation of the Agreement

Section VI (Cont.)



- ▶ 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 or 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.
- ▶ If ADE determines there is immediate jeopardy to the health and safety of children receiving services from the Participant, ADE may cancel the Agreement *immediately* upon notice to the Participant.
- ▶ Any written notice from ADE to the participant canceling this Agreement shall specify the reason for cancellation.

Administrative Appeal Procedure

Section VII

- ▶ 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.
- ▶ The Participant agrees to notify OEC of any legal controversies with any local, State or Federal governmental agency including other agencies within OEC.

