

**Arizona Department of Economic Security
Child and Community Services Division
Signature Page for the Child Care Provider Registration Agreement**

Between the Arizona Department of Economic Security (ADES or Department), which is duly authorized to execute and administer Provider Registration Agreements under A.R.S. § 41-1954, and the Contractor.

DHS/Tribal/Military Child Care Licensee or Certificate Holder

Mailing Address (No., Street, City, State, Zip Code)

Area Code / Phone Number

Contract Term: This Agreement to provide Child Care services as defined in R6-5-4901(10), as amended, shall be effective on _____, or date of last signature, whichever is later, and shall terminate on _____.
ADES enters effective date *ADES enters date*

The Contractor shall address all notices relative to this Agreement electronically or by mail to:

**Arizona Department of Economic Security
Child and Community Services Division
Provider Network and Support
P. O. Box 6123 – Mail Drop 85C1 Phoenix, AZ 85007
Email: CCAContracts@azdes.gov**

I hereby certify, under penalties of perjury, that I have the legal right to enter into this agreement or am legally empowered with the authority to do so, whether express, implied, or apparent, to bind my principal or employer by this agreement.

**For and on behalf of the
Arizona Department of Economic Security:**

For and on behalf of the Contractor:

Signature of Authorized Signer

Signature

Date

Type or Print Name and Title of Authorized Signer

Type or Print Name and Title of Authorized Signer

ADES Assigned Provider Number

EIN Number or Social Security Number

Date Signed by ADES

Print name and title of alternate person(s) authorized to sign this Agreement and any amendments for the Contractor listed above, if the Contractor is not available.

Type or Print Name/Title of Alternate Person

Type or Print Name/Title of Alternate Person

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Scope of Work

1. Arizona Department of Economic Security (ADES) Mission and Vision Statements

- 1.1 **ADES Mission:** To strengthen individuals, families, and communities for a better quality of life.
- 1.2 **ADES Vision:** A thriving Arizona.
- 1.3 **Child and Community Services Division (CCSD) Mission:** To help individuals and families address immediate needs for safety, shelter, food and housing while building generational well-being and economic independence through quality Child Care and early intervention services that help children and parents thrive.

2. Purpose of Contract

- 2.1 **Purpose Statement:** The purpose of this Agreement is to enable Child Care Group Homes and Child Care Facilities to contract with ADES to enhance and support the provision of Child Care services to children and their families that have been determined, by ADES, to be eligible for Child Care Assistance in accordance with the Child Care and Development Fund (CCDF).
- 2.2 **Legal Authority:** A.R.S. § 41-1954(A)(6) provides ADES, also referred to herein as the Department, the authority to contract and incur obligations within the general scope of its activities and operations.
- 2.3 This Provider Registration Agreement (PRA) constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties.

3. Definitions

- 3.1 **Abusive Head Trauma:** A preventable and severe form of physical Child abuse that results in an injury to the skull or intracranial contents of an Infant or Child less than five (5) years of age due to inflicted blunt impact and/or violent shaking.
- 3.2 **Additional Charges:** Any fees a Provider charges to ADES Eligible Families that exceed the Reimbursement Rate.
- 3.3 **ADES Eligible Family(ies):** As defined by A.R.S. 46-801(8), this term applies to citizens or legal residents of the United States or individuals who are otherwise lawfully present in the United States and who are Parents, Legal Guardians or caretaker relatives with legal residence in Arizona and children in their care who meet the eligibility requirements for Child Care Assistance.
- 3.4 **Administrative Review:** The process in which ADES re-examines a decision made about a Provider Registration Agreement—such as denial, Suspension, termination, etc.—to determine whether the action was correct under ADES policy, Provider obligations, and available evidence.
- 3.5 **Agreement (also referred to herein as Contract):** Encompasses all terms and conditions of this Child Care Provider Registration Agreement, any amendments to this Agreement, any attachments to this Agreement, and any terms applied by law.
- 3.6 **Arizona Department of Child Safety (ADCS or DCS):** Arizona's Child welfare agency, responsible for investigating allegations of Child abuse and neglect, protecting children, and assisting families in providing a safe environment.
- 3.7 **Arizona Department of Economic Security (ADES or Department):** The agency that works with families, community organizations, advocates and state and federal partners to realize the collective vision that every child, adult, and family in the State of Arizona will be safe and economically secure. ADES is the designated agency for administering the CCDF State Plan and funding.
- 3.8 **Arizona Department of Health Services (ADHS or DHS):** A State agency dedicated to protecting and improving the health and wellness of Arizona's communities.

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- 3.9 **Arizona Early Childhood Workforce Registry:** A web-based system that serves Arizona's early childhood professionals and those interested in an early education career to find and register for professional development opportunities, as well as keep a record of their experience, education, professional development, and credentials in a central location.
- 3.10 **Audit Exception:** The monetary amount, as determined by the Department, that a Provider has been overpaid based on a review of available documentation.
- 3.11 **Authorized Individual:** An individual that has been authorized, in writing, by the Parent or Legal Guardian to be included on an emergency-contact card for the purpose of completing attendance records for the Child authorized for Child Care Assistance.
- 3.12 **Billing Form:** A form furnished by ADES that may be completed and submitted by the Provider to receive payment for Child Care services rendered.
- 3.13 **Business Day:** Monday through Friday, excluding Arizona state holidays as listed in A.R.S. §1-301.
- 3.14 **Calendar Day:** Every consecutive day on the calendar, including weekends and public holidays, unless otherwise specified.
- 3.15 **Central Registry Background Check:** A database search maintained by the Arizona Department of Child Safety to determine if an individual has any substantiated allegations of Child abuse or neglect in Arizona.
- 3.16 **Centralized Background Check Portal (CBC Portal):** The online platform used to request a Child abuse and neglect background check through the Arizona Department of Child Safety Central Registry or review the status of a Level One Fingerprint Clearance Card.
- 3.17 **Certificate of Authorization:** A document, issued by ADES for a Child that has been authorized for Child Care Assistance, that includes the approved eligibility period, the authorized number of units per month, the selected Child Care Provider, the required copay level, the approved Child Care program, and specific Child information.
- 3.18 **Charter School:** A Public School established by contract with the State Board of Education, the State Board for Charter Schools, a university under the jurisdiction of the Arizona Board of Regents, or a community college district of a group of community college districts that provides learning that will improve pupil achievement.
- 3.19 **Child:** A Child—of a Client authorized to receive Child Care Assistance—that is: (a) younger than age thirteen (13) at the time of eligibility determination under 6 A.A. C. 5, Article 49, or (b) between the ages of thirteen (13) and eighteen (18) and has Special Needs.
- 3.20 **Child and Community Services Division (CCSD):** The subdivision of ADES that helps individuals and families address immediate needs for safety, shelter, food and housing while building generational well-being and economic independence through quality Child Care and early intervention services that help children and Parents thrive.
- 3.21 **Child Care:** The compensated service that is provided to a Child who is unaccompanied by a Parent or Legal Guardian during a portion of a twenty-four-hour (24-hour) day (A.R.S. §46-801[4]).
- 3.22 **Child Care and Development Fund (CCDF):** The federal and State partnership program authorized under the Child Care and Development Block Grant Act (CCDBG) (PL 113-186) and administered by states, territories, and tribes with funding and support from the Administration for Children and Families' Office of Child Care in the U.S. Department of Health and Human Services. States use CCDF to provide financial assistance to low-income families which enables families to access Child Care, so they can work or attend a job training or educational program.
- 3.23 **Child Care Assistance:** An ADES program to help families pay for quality Child Care so that Parents and Legal Guardians can work, go to school, or participate in other eligible activities. ADES determines eligibility for a Parent with an income at or below 165 percent of the Federal Poverty Level (FPL) who meets statutory eligibility criteria.
- 3.24 **Child Care Center:** Any facility in which Child Care is regularly provided, for compensation, for five (5) or more children not related to the proprietor (also referred to herein as Child Care Facility).
- 3.25 **Child Care Electronic System (CCES):** The Child Care Electronic System develops the capacity to conduct business with Child Care Providers in a digital environment, streamline and improve essential

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business processes and practices for Child Care Providers and ADES, and build resources for Parents with comprehensive access to Child Care information and services. Electronic attendance and submission for payment to ADES, by a Provider, is implemented through the CCES by an ADES-approved vendor that the Provider must use.

- 3.26 **Child Care Facility:** Any facility in which Child Care is regularly provided, for compensation, for five (5) or more children not related to the proprietor (also referred to herein as Child Care Center).
- 3.27 **Child Care Group Home:** A residential facility in which Child Care is regularly provided, for compensation, for periods of less than twenty-four (24) hours per day and for not less than five (5) children, but no more than ten (10) children through the age of twelve (12) years.
- 3.28 **Child Care Management System (CCMS):** A digital platform designed to help a Provider automate their day-to-day operations and monitor/manage their program proactively. A range of tasks are supported, including but not limited to: enrollment, waitlist management, daily attendance, fee collection, staff records (including professional development certifications and payroll), and family communication. ADES approves CCMS platforms to use with the CCES.
- 3.29 **Child Care Provider (also referred to herein as Provider):** A person who is: (a) the owner or director of a group home or Child Care Facility, and (b) is responsible for:
 - Carrying out the requirements of this Agreement, and
 - Oversight of Staff Members and Volunteers who work under the direction of the owner or director.
- 3.30 **Child Care Provider Registration Agreement:** A written contract between a Contractor, who is also a Provider, and ADES for provision of Child Care.
- 3.31 **Child Care Resource and Referral (CCR&R) System:** Pursuant to A.R.S. § 41-1967, this resource, assists families in choosing Child Care through referrals to local Child Care Providers, information on State licensing requirements, availability of Child Care subsidies, and other pertinent information.
- 3.32 **Children with Special Needs:** A Child with a disability or special health care needs who requires appropriate individualized accommodations and supports to access, and participate in routines and activities with his or her peers. The Child may need increased supervision and adaptive equipment.
- 3.33 **Claim:** A demand against the State for payment for either goods delivered or services performed.
- 3.34 **Client:** A person who has been referred for, or who is currently approved for, ADES Child Care Assistance including the Client's Child or Child(ren) who have been authorized for Child Care Assistance.
- 3.35 **Complaint:** A documented, expressed concern by an individual (e.g., Parent, staff, or public) that a practice or feature of Contractor and/or a Provider is unsatisfactory or violates regulations.
- 3.36 **Contract (also referred to herein as Agreement):** Encompasses all terms and conditions of this Child Care Provider Registration Agreement, any amendments to the Agreement, any attachments to the Agreement, and any terms applied by law.
- 3.37 **Contractor:** The contracting party (who is also a Provider) that has executed—and therefore agrees to be legally bound by—this ADES Child Care Provider Registration Agreement.
- 3.38 **Copayment:** The portion of the Reimbursement Rate that must be paid by ADES Eligible Families. The Copayment amount is established by ADES based on family size and income level.
- 3.39 **Corrective Action Plan (CAP):** A document describing the steps a Contractor and/or a Provider will take to remedy non-compliance with the terms and conditions of this Agreement.
- 3.40 **Criminal Background Check:** An Investigation into an individual's background to determine any criminal history. The Criminal Background Check searches national, federal, State, and/or county criminal court databases for any felony and misdemeanor criminal convictions, and any pending criminal cases. The information provided is used by ADES to determine whether to qualify an individual for pre-employment or employment, or whether to contract with or use an individual's services.
- 3.41 **Document Center:** A resource library on the ADES website (i.e., <https://des.az.gov/documents-center>) that contains ADES forms, policies, fliers and other documents related to this Agreement.
- 3.42 **Electronic Signature:** An electronic or digital method (including a digital signature) of identification that complies with the requirements of A.R.S. § 18-106 section and that is executed or adopted by a person with the intent to be bound by or to authenticate a record.

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- 3.43 **Emergency Preparedness and Response Plan:** A plan developed by the Contractor and/or Provider to be followed in the event of an emergency. The plan shall include: practice drills and procedures for evacuations, relocation, shelter-in-place, lock-down, communications and reunification with families, continuity of operations and accommodations of Infants, toddlers, children with disabilities and children with chronic medical conditions and information from the ADES Disaster Preparedness Plan on the ADES website.
- 3.44 **Enrolled:** A Provider's official registration of a Child that has been: (a) authorized to receive ADES Child Care Assistance, and (b) assigned a Primary Caregiver and Primary Care Group.
- 3.45 **Expulsion:** A Contractor and/or Provider's removal or exclusion of a Child from the Child Care Center or Group Home.
- 3.46 **Fingerprint:** Documented evidence that confirms a person's identity and any pending or past criminal matters, and criminal records that relate to the individual. ADES requires Level One Fingerprint Clearance Cards.
- 3.47 **First Things First:** Arizona's early childhood agency committed to the healthy development and learning of young children from birth to age five (5).
- 3.48 **Gratuity:** A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 3.49 **Group Size:** The number of children: (a) assigned to a Staff Member or a team of Staff Members, and (b) occupying an individual classroom or an assigned space within a designated room.
- 3.50 **Guardian:** A person with permanent or temporary court appointment, who has been given the power and responsibility of a Parent over a minor Child (also referred to herein as Legal Guardian). Guardianship does not constitute legal or financial responsibility.
- 3.51 **Infant:** A Child that is younger than twelve (12) months old, or between twelve (12) and eighteen (18) months old and not walking.
- 3.52 **Insurance Tracking Portal (also referred to as ADES Insurance Tracking Portal):** Operated by an approved ADES vendor, a cloud-based software platform designed to automate and manage Certificates of Insurance (COIs). The system verifies that a Contractor and/or Provider carries the required insurance to protect against underinsured Claims, failed audits, and costly litigation.
- 3.53 **Intact Sale:** A transaction where an asset, property, or business is sold fully assembled, complete, and fully operational. The DHS license number and ADES Provider number remain unchanged. The Intact Sale may or may not include ownership of the building and/or land. The new Owner assumes all assets and liability of the existing business, including overpayments.
- 3.54 **Investigation:** A process that includes fact-finding, interviews, questioning, evidence collection and preservation and various methods of examination.
- 3.55 **Legal Guardian:** A person with permanent or temporary court appointment, who has been given the power and responsibility of a Parent over a minor Child (also referred to herein as Guardian). Guardianship does not constitute legal or financial responsibility.
- 3.56 **Licensed Capacity:** The maximum number of enrolled children for whom a licensee is authorized by ADHS to provide Child Care services in a facility, or a part of a facility, at any given time.
- 3.57 **Limited Liability Company (LLC):** A Contractor and/or Provider has created a legal business entity.
- 3.58 **Monitoring:** Refers to the quality assurance review that ADES conducts to assess compliance with the requirements and obligations of the Provider Registration Agreement.
- 3.59 **New Corporation:** A new establishment where the new owner: (a) is not assuming any of the previous owner's assets or liabilities, and (b) will receive a new Provider number from ADES (also referred to herein as New Entity).
- 3.60 **New Entity:** A new establishment where the new owner: (a) is not assuming any of the previous owner's assets or liabilities, and (b) will receive a new Provider number from ADES (also referred to herein as New Corporation).
- 3.61 **Paid Absence:** The day(s) a Provider can bill and receive payment for a Child who is absent (reference Section 13.2).

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- 3.62 **Parent:** The natural or adoptive Parent of a Child or a person responsible for the care, custody, and control of a Child.
- 3.63 **Pre-Service Health and Safety Training:** A course of education, approved by the Department and appropriate to the setting and age of the Child served, that addresses the required health and safety standards described under 45 CFR 98.41(a)(1)(i) through (xi).
- 3.64 **Pre-Signing:** Signing and dating an attendance record for any period of time prior to the date and time of actual attendance.
- 3.65 **Primary Care, Primary Caregiver, Primary Caregiving, or Primary Care Group:** One (1) caregiver assigned to a small group of children for the majority of the Child's care throughout the day. Primary Caregiving is an intentional practice, demonstrating individualized care for children one-on-one and within the group setting. A Primary Caregiver is responsible for the majority of the Child's care and interactions throughout the day and shall ensure needs, such as diaper changing, feeding, etc., are met. Children should always be given the opportunity to make autonomous choices of activity and level of participation within the Primary Care Group setting.
- 3.66 **Provider (also referred to herein as Child Care Provider):** A person who is: (a) the owner or director of a group home or Child Care Facility, and (b) is responsible for:
 - Carrying out the requirements of this Agreement, and
 - Oversight of Staff Members and Volunteers who work under the direction of the owner or director.
- 3.67 **Public School:** A school, including a Charter School, that is maintained at public expense for the education of the children or a community or district and that constitutes a part of a system of free public education that commonly includes primary and secondary education.
- 3.68 **Quality First:** A program of Arizona's early childhood agency, First Things First. Quality First partners with Child Care Providers across Arizona to improve the quality of early learning for children from birth to age five (5).
- 3.69 **Quality First Star Rating:** An assessment of a Provider participating in Quality First authorized by First Things First. The quality of the Child Care program is assessed using valid and reliable tools that focus on what research shows are the key components of quality early care, including adult-Child interactions, learning environments, and staff qualifications. Based on the assessment, a Provider receives a Quality First Star Rating that ranges from one (1) to five (5) stars, with the quality levels being three (3), four (4), and five (5) stars.
- 3.70 **Reimbursement Rate:** The payment levels and amounts specified in the Child Care Provider Rate Agreement CCA-0214A and prescribed by the ADES Maximum Reimbursement Rates (CCA-1227A) (Attachment 1).
 - The Maximum Reimbursement Rates paid to Providers are defined by the age of the Child.
 - The Reimbursement Rate, minus the daily Copayment amount, is the amount that ADES will pay the Provider for services rendered.
 - ADES is the payer of last resort and will not reimburse for services covered by other grants, contracts or payments.
- 3.71 **Routinely:** When the sign-in/sign-out records for an authorized Child(ren) are repeatedly completed by the Provider instead of the Parent, Legal Guardian, or Authorized Individual. Standard practice requires that all sign-in/sign-out records be completed by the Parent, Legal Guardian, or Authorized Individual.
- 3.72 **Serious Injury(ies):** An injury or accident resulting in medical treatment (outside the Child Care Facility or Child Care Group Home), hospitalization, or the death of a Child.
- 3.73 **Service Month:** The month in which the Child Care service was provided.
- 3.74 **Shaken Baby Syndrome:** A form of Abusive Head Trauma causing damage to the brain of an Infant or Child less than five (5) years of age from violent and forceful shaking or impact.
- 3.75 **Sibling:** An individual who shares, with another child, at least one common biological or adoptive parent, or stepparent.
- 3.76 **Signature:** A person's unique mark or name handwritten, or digitally written, by that person for purposes of authentication of a document, or agreeing to become legally bound by a contract.

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- 3.77 **Special Needs:** Any physical, mental, sensory, emotional delay, or medical condition, including a physical or mental impairment that substantially limits one or more major life activities; a record of a physical or mental impairment that substantially limits one or more major life activities; or a regard by others that an impairment exists, regardless of whether the impairment exists, which requires increased supervision, modified equipment, modified activities, or a modified facility.
- 3.78 **Split Authorization:** When an authorized Child has been issued more than one Certificate of Authorization for the same month due to an approved change for Child Care Assistance.
- 3.79 **Staff Member:** Child Care personnel, including Volunteers, who provide Child Care services that are the responsibility of a Provider.
- 3.80 **State:** The State of Arizona and the Department or agency of the State that executes the Agreement.
- 3.81 **State Licensing Surveyor:** An employee of ADES or an employee of an ADES-contracted entity that has the authority to authorize reimbursement for Claims, negotiate contracts, monitor and review program operations and perform a variety of contractual functions.
- 3.82 **Supplemental Billing:** The document used to request payment for allowed services, under this Agreement, that were not included in the original Billing Form.
- 3.83 **Suspension:** Either in-program Suspension, which is a disciplinary practice that involves removing or excluding a Child from a classroom or from activities that include other children, while the Child physically remains in the Child Care setting; or out-of-program Suspension, which is a disciplinary practice that involves removing a Child from the program or placing restrictions on the time a Child may attend the program.
- 3.84 **Units of Care:** The period of time—limited to the time a Child is authorized for Child Care Assistance—for which ADES will reimburse the Provider for Child Care services rendered. Reimbursement is based on an Enrolled Child and a daily rate (“D” or “P”) for Units of Care of fifteen (15) minutes or more, as reflected on the Billing Form, the Certificate of Authorization form, and the Verbal Notice of Eligibility form. Fourteen (14) minutes or less are not reimbursable.
- 3.85 **Verbal Notice of Eligibility:** Notification (whether authorized orally or by email) from ADES/CCSD Family Support and Eligibility with the effective date of eligibility and the level of service, approved by the ADES, for a Client.
- 3.86 **Volunteer:** A Staff Member who, without compensation, provides Child Care services under the direct supervision and responsibility of the Provider.

4. Service Description

- 4.1 **Arizona Taxonomy Definition:** A service that provides supervised planned care for children during a portion of a twenty-four-hour (24-hour) day.
- 4.2 **Actual Service Description:** The services under this Agreement shall provide children, authorized for Child Care Assistance, with Child Care services at the site of an ADES-contracted Group Home or Child Care Facility.
- 4.3 **Service Eligibility Requirements/Target Population:** Eligible service Providers include ADES-contracted Group Homes or Child Care Facilities that provide Child Care to children authorized for Child Care Assistance. The target population includes families of authorized children who participate in employment activities and specific education and training activities related to employment, children who are involved with the Department of Child Safety due to Child abuse or neglect, and families with children experiencing homelessness.
- 4.4 **Background:** The Child Care and Development Fund (CCDF) is the primary federal funding source in Arizona for the ADES Child Care Assistance program to help eligible low-income working families access Child Care and to improve the quality of Child Care for all children. In Arizona, the designated agency for administering the CCDF program and funding is the Department of Economic Security, Child and Community Services Division (CCSD). The CCSD provides Child Care Assistance to ADES Eligible Families who participate in employment activities and specific education and training activities related to employment by providing financial support intended to offset a portion of Child Care costs. This financial

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support allows families better access to high-quality, early care and education settings for their children. Child Care Assistance is also available for children who are involved with the Department of Child Safety due to Child abuse or neglect, and families with children experiencing homelessness.

5. Service Requirements and Required Documentation

ADES may, but is not obligated to, provide training and technical assistance to the Contractor and/or Provider in: (a) the completion of required forms and records, and/or (b) interpretation of the terms and conditions and policies and procedures governing this Agreement.

The Provider shall:

- 5.1 Access the ADES Document Center for required forms, documents, and policies (see Attachment 1) referenced throughout this Agreement.
- 5.2 Complete the Verbal Notice of Child Care Assistance Eligibility (CCA-0031A) (Attachment 1) upon receipt of authorization of services (whether authorized orally or by email) from the ADES Family Support and Eligibility.
- 5.3 Issue at the time of enrollment, a written, dated statement of services to each Client that shall include, but is not limited, to the following:
 - 5.3.1 Days and hours of operation;
 - 5.3.2 Holidays observed;
 - 5.3.3 Age range of children served;
 - 5.3.4 Current rates and the effective date of such rates and fees, including policies regarding payment of fees and late fees;
 - 5.3.5 Absence charges policy as referenced in Section 13.2; and
 - 5.3.6 Provider's notification that Clients will be given a fifteen day (15-day) written notice prior to the effective date of any change in services, policies, Provider's email address, and rates.
- 5.4 Offer the same benefits, advantages, and discounts to ADES Clients that are offered to non-ADES Clients.
- 5.5 Not require Clients to utilize more Child Care hours or days than are needed.
- 5.6 Complete a Provider/Parent/Guardian's Agreement for Child Care Charges (CCA-0208A) (Attachment 1) for each Child authorized for Child Care Assistance.
 - 5.6.1 A new form shall be completed within five (5) Business Days after receiving notice of a subsequent change in Child Care rates, Copayment amounts, and Additional Charges, or upon receipt of a new Certificate of Authorization for the Child in care from ADES.
- 5.7 Inform and communicate with Clients that any Child Care provided to a Child(ren)—prior to the start date and after the stop date on the Certificate of Authorization—will be a separate agreement, between the family and Provider, that does not involve ADES.
- 5.8 Provide Clients with the Provider's Emergency Preparedness and Response Plan (Attachment 4).
- 5.9 Obtain from, and review with the Client, the About Me Questionnaire (CCA-1200A) (Attachment 1).
- 5.10 Provide Clients with a copy of the Child Care Provider's Suspension and Expulsion Prevention Policy and AZ STEPS Parent Information (CCA-1327A) (Attachment 1).
- 5.11 Provide Clients with a copy of the Child Care Provider's Policy on Abusive Head Trauma and Shaken Baby Syndrome (Section 12.5.1).
- 5.12 Make available to Clients and their families any resources that ADES provides to the Provider.
- 5.13 Provide Clients with a statement of charges and payment history, as requested by the Client.
- 5.14 Provide Clients, upon request, with a copy or copies of a Child's sign-in/sign-out records or any related ADES information in accordance with the Confidentiality terms as outlined in the Special Terms and Conditions of this Agreement.
- 5.15 As required by the Internal Revenue Code 26 U.S.C. § 6109(a)(2), issue a notification of the Social Security Number (SSN) or taxpayer identification number (Employer Identification Number/Federal

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- Employer Identification Number) to any Client who was provided Child Care services at the Provider's Child Care Facility.
- 5.16 Instruct Clients on proper ADES sign-in/sign-out procedures. Refer to Notice for Families on Child Attendance Requirements (CCA-1216A) (Attachment 1).
 - 5.17 Provide Clients a fifteen day (15-day) written notice of rate changes, changes in the hours/days of operation, changes in the age range of children served, relocation of facility with ADHS approval, mailing address, and ADHS license/certification status including but not limited to, changes in the Provider's facility number or capacity.
 - 5.18 Complete and submit the required forms during the initial application for contract and shall be responsible for submitting updated forms when changes occur regarding, but not limited to:
 - 5.18.1 Child Care Provider Rate Agreement (CCA-0214A) (Attachment 1);
 - 5.18.2 Provider's Child Care Operational Information (CCA-0100A) (Attachment 1);
 - 5.18.3 State of Arizona Substitute W-9 <https://tinyurl.com/297psduy>; and
 - 5.18.4 Direct Deposit Enrollment - Centers and Group Homes (CCA-1140A) (Attachment 1).
 - 5.19 Provide copies of the following documents to ADES:
 - 5.19.1 Provider's license to operate issued by an appropriate regulatory agency;
 - 5.19.2 All documentation given to Clients upon enrollment and thereafter, including but not limited to: Facility Statement of Services, Parent Contract, Provider's policies, ages served, rates, hours, days of operation, holidays observed, and any pertinent additional information about Provider's Child Care business;
 - 5.19.3 If using an ADES approved CCMS (see Attachment 5), the attendance report from the approved CCMS for the most recent month;
 - 5.19.4 The Registry Professional Development and Education Report(s) or Certificate(s) of Completion for all staff who are responsible for billing, demonstrating completion of the DECC2075 Basic Billing for Providers (Section 11.8.2);
 - 5.19.5 National Accreditation Certificate, if applicable (Section 13.4.1.2);
 - 5.19.6 Quality First Star Rating issued by First Things First, if applicable (Section 13.4.1.2);
 - 5.19.7 Head Start Review Report to confirm serving as a Head Start Provider or Early Head Start Provider, if applicable (Section 13.4.1.1);
 - 5.19.8 Provider's Emergency Preparedness and Response Plan (Attachment 4) in compliance with ADES standards;
 - 5.19.9 Registration with ADES Insurance Tracking Portal (Attachment 2); and
 - 5.19.10 Child Care Provider Suspension and Expulsion Prevention Policy that aligns to ADES standards, and as applicable, the Provider may use the Sample Child Care Provider Suspension and Expulsion Prevention Policy (CCA-1277A) (Attachment 1).
 - 5.20 Notify ADES in writing at least thirty (30) days prior to any rate change by submitting a new Child Care Provider Rate Agreement (CCA-0214A) (Attachment 1).

6. Comprehensive Background Check Requirements

In addition to any other Background Check requirements in this Agreement, the following shall apply:

- 6.1 As required by CCDF [45 CFR Part 98](#) and pursuant to A.R.S. § 46-811, ADES requires comprehensive background checks, including Criminal Background Checks and Fingerprinting, on all individuals whose activities involve the care or supervision of children, or unsupervised access to children, whether they provide direct or indirect services to children, including, but not limited to:
 - 6.1.1 Any person who applies for a contract with this State and that person's employees;
 - 6.1.2 All employees of a Contractor;
 - 6.1.3 Any person who owns, operates, is employed by, or substitutes for a Child Care Provider;
 - 6.1.4 An independent Contractor or subcontractor of a Contractor (collectively, "subcontractor"), and the subcontractor's employees;

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- 6.1.5 Prospective employees of the Contractor or subcontractor at the request of the prospective employer;
- 6.1.6 Volunteers; and
- 6.1.7 Other agents whose activities involve the care or supervision of children or unsupervised access to children.
- 6.2 The Department may:
 - 6.2.1 Conduct Criminal Background Checks on all individuals under this section or request documentation from the Provider or other State agencies to confirm compliance with licensing or certification requirements regarding Criminal Background Checks, including Level One Fingerprint Clearance Cards; and
 - 6.2.2 Allow for provisional hire, upon further instruction by the Department and other State agencies.
- 6.3 Federally recognized Indian Tribes will submit, and the Department shall accept, certifications stating that no personnel—currently employed under this Contract, or will be employed during the Contract term—have been convicted of, have admitted committing, or are awaiting trial for any offense as described in A.R.S. § 46-321 (as amended).
- 6.4 A comprehensive background check will include a search of all of the following in the state where the individual resides and each state where the individual has resided within the past five (5) years:
 - 6.4.1 Criminal and sex offender registry,
 - 6.4.2 Criminal registry or repository using fingerprints,
 - 6.4.3 Sex offender registry or repository check,
 - 6.4.4 Child abuse and neglect registry,
 - 6.4.5 Federal Bureau of Investigation fingerprint check, and
 - 6.4.6 National Crime Information Center/National Sex offender Registry name based search.
- 6.5 ADES shall conduct Central Registry Background Checks for all Providers, and Provider's Staff Members and Volunteers and shall use the information contained in the Central Registry in accordance with A.R.S. § 8- 804 (as may be amended). ADES will use the information contained in the Central Registry as a factor to determine eligibility for employment.

The Provider shall:

- 6.6 Ensure that all individuals under this Agreement shall obtain and maintain a valid Arizona Level One Fingerprint Clearance Card pursuant to A.R.S. §§ 36- 883.02, 36-897.03, and 41-1964, A.R.S. § 46-141 issued prior to providing direct or indirect services to children, beginning employment, or beginning Volunteer work.
- 6.7 Submit the required requests to conduct a comprehensive Criminal Background Check for each individual under this section, before employment or volunteering begins, and at least once every (5) years thereafter, utilizing the process outlined on the Arizona Child Care Resource and Referral website (<http://www.azccrr.com/>).
 - 6.7.1 This includes utilizing the Arizona Centralized Background Checks (CBC) portal which requires an annual Central Registry Background Check (<https://cbc.az.gov>).
 - 6.7.1.1 Provider must establish an employer account with the CBC portal and connect their account to the Department, and other State agencies, as applicable.
 - 6.7.1.2 Individuals shall certify, within the CBC portal by the Department, whether an allegation of abuse or neglect was made against them and was substantiated. All certifications are to be maintained as confidential.
 - 6.7.1.3 Individuals that have undergone a Central Registry Background Check may provide direct services to children if the resulting certification states:
 - 6.7.1.3.1 The individual is not currently the subject of an investigation of Child abuse or neglect in Arizona or another state or jurisdiction; and

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- 6.7.1.3.2 The individual has not been the subject of an investigation of Child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
 - 6.7.1.4 If the Central Registry Background Check specifies any disqualifying act and the individual does not have a Central Registry exception, the individual shall be prohibited from providing direct services to children.
 - 6.7.1.5 An individual who is disqualified because of a Central Registry Background Check may apply to the Arizona Board of Fingerprinting for a Central Registry Background Check exception pursuant to A.R.S. § 41-619.57.
 - 6.7.1.6 All Central Registry Background Check results and any related documents must be maintained in a confidential file for five (5) years after termination of this Contract.
- 6.8 Pay for any costs required for the processing and administering of Criminal Background Check applications, both in and out of State.
- 6.9 Submit approval documentation from the Arizona Board of Fingerprinting for any person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57.
 - 6.9.1 A person is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry Background Check exception.
 - 6.9.2 Approval documentation can be submitted to the Department at CCAContracts@azdes.gov.

7. Insurance Requirements

In addition to the insurance requirements specified in Section 23, Indemnification and Insurance, of the Special Terms and Conditions contained in this Agreement, the following shall apply:

The Provider shall:

7.1 Certificate(s) of Insurance

- 7.1.1 Submit the required Certificates of Insurance and all related policy endorsements to the ADES-approved Insurance Tracking Portal (Attachment 2) as part of the PRA requirements, and as specified in the Special Terms and Conditions, Section 23.
- 7.1.2 Maintain valid insurance, secure renewal policies prior to current policy expiration and verify that Certificates of Insurance (COI), limits, and policy endorsements are current and uploaded to the ADES Insurance Tracking Portal (Attachment 2).
- 7.1.3 Agree that ADES will not process any invoices until the Certificate(s) of Insurance documents have been received and are in compliance with PRA requirements and the Special Terms and Conditions.

8. Assignments, Delegation and Change of Ownership

In addition to any other Assignments, Delegation and Change of Ownership requirements in this Agreement, the following shall apply:

This Agreement is valid only for the facility occupied at the time of issuance. Any attempt to transfer this Agreement will be void and may subject the Contractor and/or Provider to an Audit Exception including repayment of reimbursed sums plus pass-through penalties (if assessed against ADES) and interest.

- 8.1 Contractor and/or Provider shall not transfer or assign any right nor delegate any duty under this Agreement to another person, entity, or address.

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- 8.2 Contractor and/or Provider changes of ownership include the following: Intact Change of Ownership, New Entity Change of Ownership, or conversion to an LLC. Any change in ownership must include: (a) notification to ADES at least sixty (60) days prior to ownership change, and (b) completion and submission of a Change of Ownership Request (CCA-1351A) (Attachment 1).

8.2.1 **Intact Change of Ownership Intact Sale:** The Intact Sale may or may not include ownership of the building and/or land. The new Owner assumes all assets and liability of the existing business, including overpayments.

The Provider shall:

8.2.1.1 Provide ADES with the Purchase Agreement, Letter of Intent, and any other documentation outlining the terms of the sale.

8.2.1.2 The above documentation must be signed and dated by the Provider/seller and buyer.

The buyer shall:

8.2.1.3 Provide a Change of Ownership approval or confirmation from DHS.

8.2.1.4 Contact the Arizona Corporation Commission to update records showing the new owner's information.

8.2.1.5 Complete a new Provider Registration Agreement and meet all PRA requirements.

8.2.2 **New Entity**

The Provider shall:

8.2.2.1 Provide ADES with the Purchase Agreement, Letter of Intent, and any other documentation outlining the terms of the sale;

8.2.2.1.1 The above documentation must be signed and dated by the Provider/seller and buyer.

The buyer shall:

8.2.2.2 Obtain a new Business or Corporation name,

8.2.2.3 Obtain a new DHS License,

8.2.2.4 Register with the Arizona Corporation Commission and IRS, if needed, and

8.2.2.5 Complete a new Provider Registration Agreement and meet all PRA requirements.

8.2.3 **Conversion to an Limited Liability Company (LLC)**

8.2.3.1 A conversion to an LLC will take effect on the first of the following month once all steps are completed and a new Provider number issued.

The Provider shall:

8.2.3.2 Provide ADES with a copy of the new DHS license that reflects the newly established LLC,

8.2.3.3 Register with the Arizona Corporation Commission, and

8.2.3.4 Complete a new Provider Registration Agreement for the new LLC, which will require:

8.2.3.4.1 Maintaining current registration with the ADES Insurance Tracking Portal.

8.2.3.4.1.1 The Provider must be compliant with all insurance requirements before the change to an LLC can be deemed complete with ADES.

8.2.3.4.2 Creating a new account with the CCES awarded vendor.

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9. Child Care Resource and Referral (CCR&R)

The Provider shall:

- 9.1 Obtain and maintain a business listing in the CCR&R Enhanced Provider Search database on the statewide consumer education website (<https://azccrr.com/>);
- 9.2 Cooperate with CCR&R by providing current business operational information, enrollment and vacancy, as requested;
- 9.3 Contact ADES within five (5) Business Days of any changes to the Provider's business operational information (which includes business hours, days or times, rates, and contact information);
- 9.4 Respond to CCR&R specialists, who will contact the Provider at least twice a year, to update the Provider's business listing to ensure program information is accurate and up-to-date; and
- 9.5 Contact CCR&R via the Child Care Information line at 1.800.308.9000, or email at childcareinfo@cfraz.org, or via the "Contact Us" form on the website www.azccrr.com.
- 9.6 Utilize the CCR&R website, www.azccrr.com, to:
 - 9.6.1 Request Arizona Statewide Training and Technical Assistance for Expulsion Prevention (AZ STEPS) services (Section 12.6) <https://azccrr.com/providers/expulsion-prevention>, and
 - 9.6.2 Access other resources and information including how to access training and complete required Background Checks (Section 6.7).

10. Arizona Early Childhood Workforce Registry Participation

The Provider shall:

- 10.1 Within fifteen (15) days of the Contract effective date, request and maintain administrative access to the Arizona Early Childhood Workforce Registry (Attachment 3) located at the following website: www.azregistry.org;
- 10.2 Ensure all staff create and maintain a current profile on the Arizona Early Childhood Workforce Registry within fifteen (15) days of hire date;
- 10.3 Confirm staff employment on the Arizona Early Childhood Workforce Registry within fifteen (15) days of hire date; and
- 10.4 Ensure all profiles are up to date and ensure that all formal education, certifications, and/or professional development training documents have been submitted to the Registry within fifteen (15) days of hire and upon any change to status.

11. Training Requirements

The Provider shall:

- 11.1 Ensure all Provider staff are aware of and compliant with the initial and annual ongoing ADES Health and Safety Training Requirements in order for Arizona to maintain compliance with the CCDF (Sections 98.41; 98.44).
 - 11.1.1 Initial Training must be completed within ninety (90) days of staff beginning employment or Contract execution date, whichever is later.
 - 11.1.2 A minimum of eighteen (18) hours of training is required annually (every 12 months).
- 11.2 Ensure completion of the ADES approved Pre-Service Health and Safety training pathway and document completion in the Registry (see Attachment 3) by Provider staff. The Initial ADES Health and Safety Training includes the following topics, as may be amended:

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Topics for Initial ADES Pre-Service Health and Safety Training	
Prevention and control of infectious diseases (including immunizations)	Emergency Preparedness and Response planning
Sudden Infant death syndrome prevention and safe sleep practices	Hazardous materials and biocontaminants
Medication administration	Transporting children
Food and allergic reactions	Pediatric First Aid and Pediatric CPR
Building and physical premises safety	Child abuse and neglect recognition and reporting requirements
Prevention of shaken baby syndrome, abusive head trauma, and Child maltreatment prevention	Child growth and development
Foundations of positive behavior support (Suspension and Expulsion prevention)	Inclusion and Children with Special Needs
Establishing family partnerships	Ethical conduct

- 11.3 Ensure the completion of the ADES Annual Ongoing Training by Provider staff, which must include two or more of the following topics, as may be amended:

Topics for Annual Ongoing Training	
Strategies related to program administration, planning, development, or management	Availability of community services and resources
Nutrition (including age-appropriate feeding)	Child growth and development
Access to physical activity	Social-emotional development and behavior models to support healthy practices in children birth through school-age
Inclusion and Children with Special Needs as referenced in Section 13.4.2.4	Ethical conduct and professionalism
Establishing family partnerships	Training that maintains and updates health and safety topics identified in this Agreement including annual Pediatric First Aid and Pediatric CPR

- 11.4 Allow Provider staff to take approved post-secondary education coursework (see Attachment 3) adhering to the following:

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- 11.4.1 The courses taken must be directly related to the ongoing training topics listed in this Agreement and must appear in the Staff Member's Registry profile and Professional Development and Training Report; and
- 11.4.2 The courses taken may count toward required Annual Ongoing Training hours at a conversion of one (1) credit hour equaling fifteen (15) training hours.
- 11.5 Allow Provider staff to register for the Empower Program and access the related training on health and nutrition topics as part of their Annual Ongoing Training. Registration is accessible on the [ADHS Empower website](https://www.azdhs.gov/prevention/nutrition-physical-activity/empower/index.php) (<https://www.azdhs.gov/prevention/nutrition-physical-activity/empower/index.php>).
- 11.6 Complete additional training as required by ADES, in addition to the training requirement in this Agreement. ADES reserves the right to require additional training in its sole discretion. Training may be in face-to-face, virtual, and/or computer based format(s).
- 11.7 Ensure all ADES required training, Pre-service Health and Safety and Annual Ongoing Training, is registered and tracked in the Arizona Early Childhood Workforce Registry (Attachment 3).
- 11.8 Complete Other Training Requirements including the following:
 - 11.8.1 As part of the annual staff training required by the Department of Health Services, the Provider agrees to obtain training approved by ADES in subjects based on priorities set forth by ADES to support the overarching goals of the program as identified in the Child Care and Development Fund State Plan which can be located at <https://des.az.gov/services/child-and-family/child-care>. These topics include, but are not limited to, Suspension and Expulsion Prevention Policy, Primary Caregiving, Social-Emotional Development of Children, Parental Engagement, Infant/Toddler Development, Abusive Head Trauma, or other topic(s) identified by ADES.
 - 11.8.2 Ensure that all staff who are responsible for completing billing successfully complete the DECC2075 Basic Billing for Providers computer-based training through the Registry (see Attachment 3) or other Department approved training system.
 - 11.8.3 Ensure that all staff who are responsible for writing and updating the Provider's Emergency Preparedness and Response Plan (Attachment 4) successfully complete the ADES approved Emergency Preparedness training in the Registry. The Provider shall utilize the Emergency Preparedness and Response Plan provided by ADES in developing their plan, ensuring all required components are included.

12. Health and Safety Requirements

The Provider shall:

- 12.1 Utilize Primary Caregiving as an intentional practice to ensure a Primary Caregiver is responsible for the majority of the Child's care and interactions throughout the day.
 - 12.1.1 Primary Caregiving is a program practice and must be described in a written policy by the Provider.
 - 12.1.2 Primary Caregiving includes the assignment of Primary Care Groups.
 - 12.1.2.1 A Child shall be assigned a Primary Caregiver and Group upon enrollment.
 - 12.1.2.2 Separate group rosters for each Primary Care Group shall be maintained.
 - 12.1.3 Evidence of Primary Caregiving must be documented by a means that may include, but is not limited to:
 - 12.1.3.1 Alternate staff schedules that show group assignments,
 - 12.1.3.2 Posted daily schedule that shows group functions,
 - 12.1.3.3 Lesson plans that show group functions,
 - 12.1.3.4 Child assessment documentation, or
 - 12.1.3.5 Alternate documentation provided through an interview with the program administrator that shows clear evidence of how Primary Care Groups are maintained.
 - 12.1.4 Ensure all Staff Members, regardless of Primary Caregiver assignments, are responsible for the health, safety and well-being of all enrolled children in the Child Care setting.

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- 12.1.5 In accordance with Arizona Administrative Code (A.A.C.) R9-5-404, ADHS Ratios and Licensed Capacity may not be exceeded, and ADHS regulations for supervision must be maintained at all times.
- 12.1.6 The following maximum Group Size standards and parameters, in accordance with Federal rule 45 CFR 98.41(d)(1), shall not be exceeded:

Age Group	Ratio	Maximum Group Size
Infants (0-12 months)	1:5 or 2:11	11
1 year old children	1:6 or 2:13	13
2 year old children	1:8	16
3 year old children	1:13	26
4 year old children	1:15	30
5 year old children (not school age)	1:20	40
School-age children	1:20	40

- 12.1.6.1 The youngest Child in the group shall determine the maximum Ratio and Group Size.
- 12.1.6.2 A Provider shall not have more than two (2) groups of the maximum Group Size for Infants.

12.2 Requirements for Out-of-School Time Programs for School-Aged Children

- 12.2.1 The Provider of an out-of-school time program is not required to keep a roster of school-age children for each room or activity area within the Child Care Facility if both of the following apply:
 - 12.2.1.1 The Provider keeps a roster of school-age children who are present at the Child Care Facility on entry to and exit from the Child Care Facility, and
 - 12.2.1.2 The school-age children are supervised by designated staff as required by ADHS rule when moving from one activity area to another activity area with their respective group.

12.3 Licensure and Certification Requirements

- 12.3.1 Be licensed/certified by ADHS as a Child Care Facility or a Child Care Group Home under A.R.S. § 36-897 et. seq. or A.R.S. § 36-881 et. seq. and comply with all applicable ADHS administrative rules contained in A.A.C. Title 9, Chapters 3 and 5. Providers that operate on Tribal Lands shall comply with applicable tribal regulations and standards, and Providers on military bases/posts additionally shall comply with applicable military regulations.
- 12.3.2 Provide ADES with a copy of the current applicable regulations pertaining to Child Care on the tribal land or military installation.
- 12.3.3 If any changes in the Provider's license occur, notify ADES and provide ADES with a copy of the Provider's new ADHS license, Tribal license or certification, Military Standards or other verification of compliance with applicable local, State or tribal laws, rules and regulations within fifteen (15) days of receipt from the regulating agency.

12.4 Reporting Serious Injuries and Deaths

- 12.4.1 Report all Serious Injuries and deaths as defined in Section 1, to their assigned ADES Licensing Surveyor, within one (1) Business Day.

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Note: ADES reports data on all Serious Injuries and deaths on the CCR&R website annually.
<https://azccrr.com/family/rules-and-regulations>

12.5 Prevention of Abusive Head Trauma, Shaken Baby Syndrome, and Child Maltreatment

The Provider shall:

12.5.1 Have a policy and procedure in place to identify, report, and prevent Abusive Head Trauma and Shaken Baby Syndrome. For information on Abusive Head Trauma, visit:

<https://childcareta.acf.hhs.gov/abusive-head-trauma-information-child-care-providers>

12.5.1.1 Ensure all staff who are in direct contact with children recognize potential signs and symptoms of Abusive Head Trauma and Shaken Baby Syndrome by:

12.5.1.1.1 Creating strategies for coping with a crying, fussing, or distraught child, and

12.5.1.1.2 Understanding the development and vulnerabilities of the brain in infancy and early childhood.

12.5.2 In accordance with A.R.S. §13-3620, comply with mandated reporting of Child abuse or neglect.

12.6 Suspension and Expulsion Prevention Requirements

The CCDF requires states to incorporate policies which prevent Suspension, Expulsion, and denial of services due to challenging behaviors of children in Child Care programs receiving CCDF funding.

The Provider shall:

12.6.1 Adhere to all requirements of the ADES Suspension and Expulsion Prevention Policy (CCA-3-01-01) (Attachment 1), as may be amended, including but not limited to:

12.6.1.1 Utilizing, for all enrolled children, the About Me Questionnaire (CCA-1200A) (Attachment 1) and obtaining a signed form from each Parent or Legal Guardian;

12.6.1.2 Utilizing Arizona Statewide Training and Technical Assistance for Expulsion Prevention (AZ STEPS) services;

12.6.1.3 Providing the AZ STEPS Parent Information (CCA-1327A) (Attachment 1) to families upon enrollment;

12.6.1.4 Ensuring all staff complete the ADES approved Suspension and Expulsion prevention training through the Registry within ninety (90) days of hire date or initial Contract date;

12.6.1.5 Ensuring at least one Staff Member responsible for writing, implementing, and reporting on internal policies successfully completes an approved Suspension and Expulsion prevention policy implementation training through the Registry within twelve (12) months of executed Contract date or within ninety (90) days of hire or change of staff in responsible position; and

12.6.1.6 Developing an internal policy and procedure for preventing Suspensions and Expulsions and submitting the policy to the Department. The policy shall meet the requirements of the Suspension and Expulsion prevention policy rubric as identified in the Sample Child Care Provider Suspension and Expulsion Prevention Policy (CCA-1277A) (Attachment 1).

12.6.1.7 Allowing related service Providers, authorized by the Parent/Legal Guardian, to provide on-site services. Authorized Providers are inclusive of, but not limited to, DCS, Arizona Early Intervention Program, ADES Division of Developmental Disabilities, and First Things First's Quality Initiatives, e.g., social emotional support, inclusion and developmental support. All authorized Providers must:

12.6.1.7.1 Adhere to facility policies, health and safety protocols, and liability frameworks;

12.6.1.7.2 Provide current background check verification;

12.6.1.7.3 Provide proof of credentials, upon request; and

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- 12.6.1.7.4 Allow children involved with the DCS to have access to additional services through a DCS-assigned specialist. Such services may include in-person support, resources and information related to their participation with DCS.

13. Child Attendance and Payment Practices

13.1 Required Daily Attendance

It is the responsibility of the Provider to educate Clients on the importance of following sign-in/sign-out Procedures as established in this Agreement to ensure Child safety, program integrity and proper reimbursement by ADES, and in accordance with the attendance method used.

The Provider shall:

- 13.1.1 Provide the Parent or Legal Guardian with the Notice for Families on Child Attendance Requirements (CCA-1216A) (Attachment 1).
- 13.1.2 Only allow the Parent, Legal Guardian, or Authorized Individual to record the Child's attendance each day the authorized Child(ren) is in care by the Provider.
 - 13.1.2.1 An Authorized Individual must be at least eighteen (18) years of age and authorized in writing by the Parent or Legal Guardian to complete attendance records for authorized Child(ren).
 - 13.1.2.2 The Client may provide written authorization for a minor child—i.e., thirteen (13) years of age or older—to sign a Sibling in or out.
 - 13.1.2.3 A Provider may sign a Child in or out of a Child Care Facility only when accepting or releasing a Child transported to or from school or when the Child(ren) is being released or returning from verified appointments scheduled by the Department of Child Safety.
- 13.1.3 Establish routines and procedures to ensure that the Parent, Legal Guardian, or Authorized Individual completes the sign-in/sign-out record for their Child(ren) each day the authorized Child(ren) is in care.
- 13.1.4 Use the same sign-in/sign-out process for all children regardless of whether they receive ADES Child Care Assistance.
- 13.1.5 Ensure the sign-in/sign-out record indicates accurate dates and the precise times (including hour and minutes) a Child(ren) is in the Provider's care.
- 13.1.6 Ensure that time entries are completed at the time the Child(ren) arrives or leaves the Child Care Facility and only by the person who signs the Child(ren) in or out of the facility according to Section 13.1.2. Pre-signing of the sign-in/sign-out record is prohibited.
- 13.1.7 Only take attendance for days that the Provider is in operation. If the Provider is not open on weekends or during holidays, attendance shall not be entered and submitted to ADES.
- 13.1.8 Report absences for only the days in which the Child was scheduled to attend, but did not attend.
- 13.1.9 Specify a.m. or p.m. on the sign-in/sign-out record; or the use of military time for each time entry if the Provider's facility is open for twelve (12) or more hours.
- 13.1.10 Review attendance data daily to ensure the time records are accurate and complete.
- 13.1.11 Participate in the Child Care Electronic System (CCES) for submitting electronic attendance and payment for services rendered to a Child(ren) authorized for Child Care Assistance.
 - 13.1.11.1 Choose the method for utilizing the CCES as described in Attachment 5.
 - 13.1.11.2 Complete the required CCES registration process and update the registration to reflect any changes as they occur, such as change in owner, director, assistant director, or staff responsible for billing.
 - 13.1.11.3 Participate in required training for the CCES within thirty (30) days of receiving notification of first Certificate of Authorization.
 - 13.1.11.4 Participate in any additional CCES training identified by ADES.

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- 13.1.11.5 Ensure the Parent, Legal Guardian, or Authorized Individual has an unique and secure identifier to complete electronic attendance records.
- 13.1.11.6 Treat logins and passwords as sensitive, confidential information, and never disclose or share logins or passwords.
- 13.1.11.7 Review electronic attendance data daily to identify missing electronic sign-in/sign-out records by the Parent, Legal Guardian, or Authorized Individual for the authorized Child(ren).
 - 13.1.11.7.1 The Provider—on rare occasion—may correct the electronic attendance record for the authorized Child(ren). Any correction to the record must be completed prior to the Child's start of the next day of care.
 - 13.1.11.7.2 The Provider may be subject to overpayments when the Provider—contrary to the limitations and restrictions set forth in Section 13.1.2.3—Routinely completes electronic sign-in/sign-out records in lieu of the Parent, Legal Guardian, or Authorized Individual.
- 13.1.12 The Provider may complete the paper Billing Form for the first billing submission for an authorized Child(ren). Based on when the Certificate of Authorization was received, the billing may include multiple months. The Provider shall utilize the CCES for all subsequent requests for payment.
- 13.1.13 Use the Sign-In/Sign-Out Record (CCA-0218A) (Attachment 1) if not using an ADES approved CCMS or until trained and utilizing the CCES. The following requirements shall be adhered to when using this form:
 - 13.1.13.1 Complete the form in its entirety and according to the form instructions provided by ADES.
 - 13.1.13.2 Ensure that all time entries, including corrections, are legible and in black or blue ink only.
 - 13.1.13.3 Ensure that signature entries reflect the Signature of the person completing the entry. ADES reserves the right to request a driver's license or State-issued identification card to verify Signatures.
 - 13.1.13.3.1 When signing the document the Parent, Legal Guardian, or other Authorized Individual verifies, under penalty of perjury, that the times recorded are the actual times the Child was in attendance.
 - 13.1.13.4 All recorded entries may only be corrected by the individual who originally completed the record.
 - 13.1.13.5 Corrections must be made using a single strike through, written correction, and initials of the person making the correction. Corrections made in any other format will be denied and not approved for payment.
- 13.2 **Paid Absences Requirements**

Additional criteria for claiming absence days may be approved, in writing, by the Department without a formal amendment to this Agreement, if appropriate, when the criteria does not reduce the number of absence days allowed to be claimed.

The Provider shall:

- 13.2.1 Claim and be reimbursed for, no more than five (5) days per month for a Child who is absent from the Provider's facility if all of the following criteria are met:
 - 13.2.1.1 The facility is open for business;
 - 13.2.1.2 The Child would normally be in care on the absent day;
 - 13.2.1.3 There are Units of Care remaining in the authorization;
 - 13.2.1.4 The Provider charges all Clients the Copayment for absences and adheres to Section 5.5;

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- 13.2.1.5 The Child is currently enrolled and authorized for Child Care Assistance at the Provider's facility at least one (1) day during the Service Month in which the Paid Absence is claimed; and
- 13.2.1.6 The claimed absence(s) are clearly identified as an absence. Blank entries and holidays will not be paid as an absence.
- 13.2.2 Not claim a Paid Absence when there is no record of attendance for a Child in the month that is being submitted for payment.
- 13.2.3 Not claim a Paid Absence prior to the start date or after the stop date as stipulated on the Certificate of Authorization.
- 13.2.4 Not file a Supplemental Billing to capture absence days not previously claimed in prior service months.
 - 13.2.4.1 A Supplemental Billing for Paid Absences may be submitted when a Child authorized for Child Care Assistance has a Split Authorization.
- 13.2.5 Identify claimed absences on the sign-in/sign-out record, with a notation of "PA" or "Paid Absence" when submitting the paper Billing Form for the first billing submission or any Supplemental Billing, in addition to the requirements above in Section 13.1.13, and complete the following:
 - 13.2.5.1 Clearly indicate the date of the Paid Absence in the non-shaded area of the Billing Form, under the name of the Child; and
 - 13.2.5.2 Include the total number of Paid Absences in the total amount of Units of Care billed when completing the Billing Form.
- 13.3 **Submitting for Payment**

In accordance with the federal CCDF State Plan, all states must conduct a Market Rate Survey every three years. The ADES Market Rate Survey is used to set maximum Reimbursement Rates for Child Care. ADES shall reimburse Providers for services provided to Clients according to the established ADES Maximum Reimbursement Rates for Child Care (CCA-1227A) (Attachment 1). ADES will not reimburse Providers for any charges in excess of the accepted Reimbursement Rates. ADES has twenty-one (21) Calendar Days to issue payment, upon receipt of a properly completed ADES billing document. Providers placed on Monitoring status may require additional time for billing review and processing. ADES will not pay for original or Supplemental Billing Claims received by ADES more than nine (9) months after the date of service for which the payment is claimed. ADES reserves the right to hold payments—when questionable billing practices have been identified—until the questions can be resolved.

The Provider shall:

 - 13.3.1 Accept payment for Child Care services by electronic warrant transfer. The electronic warrant transfer shall be made by direct deposit of funds to the Provider's account, unless otherwise stipulated with ADES approval. Direct deposits may be made to any financial institution meeting the following requirements:
 - 13.3.1.1 The bank account is under the Provider's legal name;
 - 13.3.1.2 The financial institution is equipped for electronic fund transfers; and
 - 13.3.1.3 The financial institution is designated on the ADES Direct Deposit Enrollment - Centers and Group Homes (CCA-1140A) (Attachment 1).
 - 13.3.2 Only bill ADES when an authorized Child is Enrolled and in attendance for fifteen (15) minutes or more.
 - 13.3.2.1 Fourteen (14) minutes or less is not a payable Unit of Care.
 - 13.3.3 Accept the Reimbursement Rates established by ADES, Maximum Reimbursement Rates for Child Care (CCA-1227A) (Attachment 1).
 - 13.3.4 Not claim or be paid by ADES for Additional Charges in excess of the rates indicated on the Child Care Provider Rate Agreement CCA-0214A (Attachment 1).

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- 13.3.4.1 Clients are responsible for payment of Additional Charges as documented on the Provider/Parent/Guardian's Agreement for Child Care Charges (CCA-0208A) (Attachment 1).
- 13.3.5 Accept a Child(ren) for ADES-reimbursed Child Care no earlier than the start date indicated on the Certificate of Authorization.
- 13.3.6 Only bill ADES for services authorized on a Certificate of Authorization.
- 13.3.7 Claim reimbursement for only the Units of Care actually provided to ADES authorized Child(ren) and no more than the maximum number of Units of Care authorized for the billing month by ADES.
- 13.3.8 Not claim reimbursement for Child Care, for school-age children, during periods of time when school instruction is being conducted.
 - 13.3.8.1 If a Child is expelled or suspended from school, ADES may (with written verification from the school) approve and pay for Child Care during school hours.
- 13.3.9 Charge the Client the Copayment for Child Care services.
 - 13.3.9.1 The Client is responsible for the Copayment and any Additional Charges not covered by ADES.
 - 13.3.9.2 The Client is responsible to pay the Provider directly for any Copayment(s) for absent day(s).
- 13.3.10 Submit, utilizing the CCES, electronic attendance data for the current month no later than ten (10) Calendar Days following the last day of each calendar month.
- 13.3.11 A Provider may complete the paper Billing Form for payment for the first billing submission which may include multiple months for authorized Child(ren) in the care of the Provider depending on the authorization(s) and when it was received. The Provider shall utilize the CCES thereafter for all subsequent requests for payment.
 - 13.3.11.1 Inclusion of the Penalty Warning Statement: The Billing Forms for the Child named on this record constitutes verification by the Provider, under penalty of perjury, that this document is a true and accurate record of signatures, dates, and times of service.
- 13.3.12 Request a Supplemental Billing for:
 - 13.3.12.1 Instances of a Split Authorization for an authorized Child(ren) in a month;
 - 13.3.12.2 Paid Absences during a Split Authorization period; and/or
 - 13.3.12.3 Age restrictions identified by the ADES Child Care System.
- 13.3.13 Not bill ADES when the Provider's facility is closed and not in operation.
- 13.3.14 Not claim reimbursement or charge Clients for services provided during any period in which the number of children in the Provider's facility exceeds the maximum number identified in the Provider/Child ratio or Group Size established by law or this Agreement.
 - 13.3.14.1 Failure to maintain Provider/Child ratio requirements shall constitute a material breach upon which ADES may immediately suspend new authorizations or terminate this Agreement.
- 13.3.15 Not claim reimbursement or charge Clients for services during any period in which the Provider's license/certification is not valid or is in a temporary closure status.
 - 13.3.15.1 Failure to maintain Provider license/certification shall constitute a material breach upon which ADES may immediately terminate this Agreement.
- 13.3.16 Not bill ADES for services covered by other grants, contracts, or payments.
- 13.3.17 Not be paid by ADES for original or Supplemental Billing Forms received by ADES more than nine (9) months after the date of service for which the payment is claimed.
- 13.3.18 Comply with all payment requirements specified in this Section. Noncompliance may result in an Audit Exception. If an Audit Exception is identified, ADES shall not pay for billed services and the Provider shall be required to reimburse ADES for the full exception amount including any interest at the rate prescribed by A.R.S. § 44-1201.

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13.3.19 When submitting the paper Billing Form for payment or a Supplemental Billing Form, email as a single scanned PDF document to CCAPaymentProcessing@azdes.gov; or by fax to 602-542-2426. These forms must include:

13.3.19.1.1 Signature and date on each page of the Billing Form; and

13.3.19.1.2 Copies of supplements and addenda to ADES Billing Forms.

13.4 ADES Enhanced Rates

The quality of Child Care is directly related to children's healthy developmental outcomes. The Arizona CCDF State Plan includes policies to provide enhanced rates to support the additional costs associated with high-quality care, support Providers in the full inclusion of all children, help ensure continuity of care for children, and support Child development from birth to school age.

13.4.1 Enhanced Quality Rate

To be eligible for the enhanced rate, the Provider must meet and maintain specific criteria, and upon approval by ADES, the Provider will receive the enhanced rate as listed on the Maximum Reimbursement Rates for Child Care (CCA-1227A) (Attachment 1).

The Provider shall:

13.4.1.1 Possess a Three (3), Four (4) or Five (5) Star Quality First Star Rating issued by First Things First; be accredited by an ADES Accepted Accreditation Agencies (CCA-1349A) (Attachment 1); or be a Head Start Provider and apply all Head Start Performance Standards to the entire program.

13.4.1.2 Provide ADES with the corresponding documentation of qualification(s).

13.4.1.2.1 ADES will review a Provider's Quality First Star Rating on a weekly basis based on the weekly reported changes provided by First Things First (FTF). The Provider's Star Rating as indicated on the FTF report will be used to determine the enhanced rate status and will be effective the first day of the following month.

13.4.1.2.2 When a Provider has discontinued participation in the Accreditation system or Quality First, or has received a change to their Star Rating below three (3) Stars, or is no longer a Head Start-compliant Provider, the enhanced rate will end on the last day of the month.

13.4.2 Enhanced Rate for Children with Special Needs

13.4.2.1 Licensed Child Care Facilities and certified Group Homes may receive an enhanced rate for providing high-quality, inclusive Child Care to children with disabilities who meet ADES family eligibility requirements for Child Care subsidy. A Child must have a documented disability as follows:

13.4.2.1.1 A Child under the age of three (3) who is eligible for the Arizona Early Intervention Program (IDEA, Part C services as identified at azdes.gov/azeip) and has an Individualized Family Service Plan (IFSP); or

13.4.2.1.2 A Child between the ages of three (3) and twelve (12) who is eligible for Special Education Services (IDEA, Part B services as identified at azed.gov/specialeducation); and has an Individualized Education Plan (IEP); or

13.4.2.1.3 A Child over the age of three (3) who is eligible for the Division of Developmental Disabilities (as identified at des.az.gov/services/disabilities/developmental-disabilities) and has an Individualized Support Plan (ISP); or

13.4.2.1.4 A Child who has a 504 Plan under Section 504 of the Rehabilitation Act and the American with Disabilities Act (as identified at www2.ed.gov/about/offices/list/ocr/504faq.html); or

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- 13.4.2.1.5 A Child under the age of thirteen (13) with a diagnosis by a licensed physician, certified psychologist or a certified behavioral health specialist with a physical, cognitive and/or a psychosocial condition that substantially limits the Child's ability to perform age-appropriate activities; or
- 13.4.2.1.6 Others, as approved by ADES.

The Provider shall:

- 13.4.2.2 Meet the criteria for the Quality Enhanced Rate (Section 13.4.1).
 - 13.4.2.2.1 The total number of children with disabilities enrolled in the program must be based on the Provider's ability to safely meet the developmental needs of all children in care, including those with disabilities.
- 13.4.2.3 Adhere to the Suspension and Expulsion Prevention Requirements (Section 12.6).
- 13.4.2.4 Complete the annual Training Requirement: All Staff Members must complete at least six (6) hours of annual training on topics that support the inclusion of all children, including Children with Special Needs. This training may be used to fulfill ADES Annual Ongoing Training Requirements and may consist of topics that include, but are not limited to:
 - 13.4.2.4.1 Inclusion, e.g., classroom environments, schedules and routines, transitions, adult interactions;
 - 13.4.2.4.2 Positive Behavior Supports, e.g., emotional regulation, behavior support strategies, family engagement; and/or
 - 13.4.2.4.3 Child Development, e.g., typical/atypical development, sensory integration, social emotional development, or chronic medical conditions.
- 13.4.2.5 Comply with Section 12.6.1.7 to ensure children have access to onsite services.

A Provider may:

- 13.4.2.6 Request to receive the enhanced rate for Children with Special Needs during the Contract period by submitting all required documentation to the Department.

13.5 Copayment Arrears

In accordance with A.A.C. R6-5-4915, ADES may notify a Client, with an unpaid Copayment two or more weeks in arrears, that the Client is no longer eligible for Child Care Assistance.

The Provider shall:

- 13.5.1 Submit an Unpaid Copayment Worksheet (CCA-1021A) (Attachment 1) to Family Support and Eligibility when the Client has failed to pay the required Copayment.
 - 13.5.1.1 Unpaid Copayment amounts included must be within one hundred and eighty (180) days of submitting the Unpaid Copayment Worksheet (CCA-1021A) (Attachment 1).
- 13.5.2 Submit a current, completed and signed Provider/Parent/Guardian's Agreement for Child Care Charges (CCA-0208A) (Attachment 1) with the Unpaid Copayment Worksheet (CCA-1021A) (Attachment 1).
- 13.5.3 Submit the attendance report or Sign-In/Sign-Out Record (CCA-0218A) (Attachment 1) for each Child for the timeframe of the unpaid Copayment.
- 13.5.4 When contacted, verify with the Family Support and Eligibility Specialist for each Child for the period of time in question:
 - 13.5.4.1 The amount of Copayment owed by the Client;
 - 13.5.4.2 That a satisfactory arrangement to pay the unpaid Copayment balance has not been made; and

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- 13.5.4.3 The total amount of any payments the Client has made on the outstanding Copayment balance.
- 13.5.5 After submitting the completed Unpaid Copayment Worksheet (CCA-1021A) (Attachment 1) to ADES, apply any payment—received from the Parent or responsible person—to the outstanding Copayment balance, before applying to any outstanding Additional Charges.
- 13.5.6 Verify with the Family Support and Eligibility Specialist when satisfactory arrangements have been made with the Client to pay the unpaid Copayment and when all unpaid Copayment arrears have been paid.
- 13.6 **Payment Recoupment**
 - 13.6.1 Non-compliance with the claims for payment requirements may result in an Audit Exception.
 - 13.6.1.1 If an Audit Exception is identified, ADES shall not pay for billed service.
 - 13.6.1.2 The Provider shall be required to reimburse ADES for the full exception amount including any interest at the rate prescribed by A.R.S. § 44-1201.
 - 13.6.1.3 The Provider shall reimburse the Department upon demand for specified amounts—or the Department, in its discretion, may instead deduct from future payments any amounts received by the Provider from the Department—for any of the following including, but not limited to:
 - 13.6.1.3.1 Services which have been inaccurately reported or are found to be unsubstantiated;
 - 13.6.1.3.2 Services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
 - 13.6.1.3.3 Services in which the Provider's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Provider to perform Contract services;
 - 13.6.1.3.4 Services rendered before the effective Contract date or after the Contract termination date;
 - 13.6.1.3.5 Payment received by the Provider from the Department which are identified as a financial Audit Exception;
 - 13.6.1.3.6 Payment received in excess of the Contract or service reimbursement ceiling;
 - 13.6.1.3.7 Payment received when Provider's facility was closed;
 - 13.6.1.3.8 Payment received during the time where a Change of Ownership occurred without notifying the Department;
 - 13.6.1.3.9 Payment received during the time the Provider did not maintain adequate liability insurance;
 - 13.6.1.3.10 Payment received during the time the Provider did not maintain a valid Child Care license/certificate or any other license or certificate or permit required by law;
 - 13.6.1.3.11 Payment received during a period in which the number of children in the Provider's facility exceeded the maximum number prescribed in the Provider/Child ratio requirements established by law or this Agreement;
 - 13.6.1.3.12 Payment made by the Provider to a subcontractor not authorized in writing by the Department;
 - 13.6.1.3.13 Payment made directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of the Terms and Conditions contained in this Agreement; and/or
 - 13.6.1.3.14 Assessments by ADES for interest or as an Audit Exception.

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14. Administration

The Provider shall:

- 14.1 Acquire and maintain a valid business email address which is readily available to ADES and the Provider's Clients. This email address will be the primary method of communication between the Provider and the Department.
- 14.2 Review email several times a week to receive and stay in communication with ADES and families.

14.3 Records and Record Retention

The Provider shall:

- 14.3.1 Establish and maintain a records file for each Child in accordance with the record retention policies of this Agreement. Electronic files are acceptable. The file shall contain the following and all forms listed below are available in the Document Center (Attachment 1):
 - 14.3.1.1 Certificate of Authorization for each Child;
 - 14.3.1.2 Child Care Provider Rate Agreement (CCA-0214A);
 - 14.3.1.3 Provider/Parent/Guardian's Agreement for Child Care Charges (CCA-0208A) for all ADES families;
 - 14.3.1.4 Unpaid Copayment Worksheet (CCA-1021A);
 - 14.3.1.5 Original sign-in/sign-out attendance records or the ability to download and provide electronic attendance records;
 - 14.3.1.6 All Electronically Signed Records in accordance with A.R.S. § 44-7012;
 - 14.3.1.7 Documentation or attestation by the Parent or Legal Guardian that the following have been reviewed:
 - 14.3.1.7.1 AZ STEPS Parent Information (CCA-1327A),
 - 14.3.1.7.2 Child Care Provider's Suspension and Expulsion Prevention Policy, and
 - 14.3.1.7.3 Child Care Provider's Abusive Head Trauma and Shaken Baby Syndrome Policy.
 - 14.3.1.8 About Me Questionnaire (CCA-1200A);
 - 14.3.1.9 AZ STEPS documentation and forms, as applicable;
 - 14.3.1.10 Current Record of Child's Immunization or exemption affidavit as allowed under ADHS License/Certification requirements;
 - 14.3.1.10.1 The Provider shall allow a grace period of thirty (30) Calendar Days for a Child experiencing homelessness or a Child referred by DCS or Tribal Child Protective Services to receive missing doses of immunizations. A Child who is experiencing homelessness or who is referred by DCS or Tribal Child Protective Services is permitted to enroll in the program while required documentation is obtained.
 - 14.3.1.11 Any additional forms or documentation required by ADES.
- 14.3.2 Establish and maintain a records file for all administrative forms relating to this Agreement including, but not limited to:
 - 14.3.2.1 A signed copy of this Agreement and all amendments,
 - 14.3.2.2 All Claims and billing records, and
 - 14.3.2.3 Any additional forms or documentation required by ADES.
- 14.3.3 Retain, on site, all ADES required records for the six (6) most recent months and ensure the records are immediately available for viewing.
- 14.3.4 May retain records older than six (6) months on or off site; however, such records shall be made available to ADES within five (5) business days upon request by ADES.

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- 14.3.5 Notify ADES via electronic mail (email) within twenty-four (24) hours if records are lost, damaged, or stolen. ADES has the right to request any supporting documentation of the lost or damaged records which may include damage reports, police reports, and insurance claims.
- 14.3.6 Retain all records and supporting documentation relating to the acquisition and performance of this Agreement for a period of five (5) years after the termination of this Agreement pursuant to A.R.S. § 35-214 and § 35-215.
- 14.3.7 Notify ADES immediately upon becoming aware of or suspecting unauthorized access of confidential information, e.g., attendance records, Client paperwork, etc., and cooperate regarding recovery, remediation and ADES's determination regarding the necessity to involve law enforcement.
 - 14.3.7.1 If such breach or unauthorized access to confidential information was related to a breach of Provider's obligations under this Agreement, then the Provider shall be responsible for notifying, and any cost associated with notifying, each ADES Client whose personal information may have been compromised.
 - 14.3.7.2 Upon becoming aware of or suspecting such breach or unauthorized access to confidential information, Provider shall produce a Corrective Action Plan to minimize the risk of incurring a similar type of breach in the future. Provider shall present such analysis and Corrective Action Plan to ADES within ten (10) days of notifying ADES of the breach. ADES has the right to request reasonable adjustments to the plan, which the Provider will not unreasonably refuse to implement. If the breach or unauthorized access to confidential information was related to a breach of Provider's obligations under this Agreement, then Provider shall be responsible for the cost of producing and implementing such Corrective Action Plan.

14.4 Reporting and Communication

The Provider shall:

- 14.4.1 Submit the following items as appropriate, and all notices/correspondence relevant to this Contract as directed by ADES, electronically or by mail to:

Arizona Department of Economic Security
Child and Community Services Division Provider Network & Support Team
P. O. Box 6123 – Mail Drop 85C1
Phoenix, AZ 85007
Email: CCAContracts@azdes.gov

- 14.4.2 Provide a written notice within fifteen (15) Calendar Days of any updates or changes to location, email address, mailing address, phone number, direct deposit, ownership or management, changes in Social Security Number (SSN) or Taxpayer Identification Number (TIN), liability insurance, electronic attendance reports, sign-in/sign-out attendance records, changes in Child Care Management System (CCMS), or individual responsible for submitting billing.
 - 14.4.2.1 The individual who completes the ADES billing must take the billing training referenced in Section 11.8.2.
- 14.4.3 Direct all inquiries relating to Client eligibility, including Copayment requirements, fee level assignments, start and end dates, Certificates of Authorization, and authorized units of service to ADES Family Support and Eligibility, deschildcare@azdes.gov.
- 14.4.4 Submit all inquiries relating to payment processing to the ADES Payment Processing Unit at ccapaymentprocessing@azdes.gov.

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- 14.4.5 Submit, directly to the ADES Insurance Tracking Portal, current and valid Association for ACORD Certificate of Liability Insurance with endorsements, as required in the Special Terms and Conditions, Section 23.
- 14.4.6 Submit additional or revised reports, and any further documents and information related to the provision of services and adherence to this Agreement as requested and deemed necessary by ADES.
 - 14.4.6.1 ADES may, at its discretion, change reporting requirements, methods, and/or formats during the Contract term.
 - 14.4.6.2 The Provider will be notified, in writing, about any change in reporting forms and will be responsible for implementing the revised/new reporting forms.

15. Compliance

15.1 Applicable Laws

The Provider shall:

- 15.1.1 Comply with all applicable federal, State and local laws, rules, regulations, standards, and executive orders without limitation to those designated within this Agreement and maintain all required licenses, certifications, approvals and permits. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply and do not require an amendment to this Agreement.
- 15.1.2 Comply with Public Law 101-121 § 319 (31 U.S.C. § 1352), which prohibits the use of federal funds for lobbying, and that stipulates, in part: *"None of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with any Federal action described in Section 1352."*

15.2 Performance Review/Compliance Monitoring

ADES may conduct compliance reviews to monitor the Provider's performance and adherence to the terms of this Agreement. The Department reserves the right to publish requirements under this Agreement including, but not limited to, Monitoring reports, training compliance reports, etc.

The Provider shall:

- 15.2.1 Cooperate with ADES on all requests for meetings, and for access to all areas of the Provider's facility, documentation or information related to this Agreement;
- 15.2.2 Provide electronic attendance reports and/or original sign-in/sign-out records and any additional forms or documentation required by ADES pursuant to record-keeping requirements stated in this Agreement;
- 15.2.3 Review findings with an ADES State Licensing Surveyor;
- 15.2.4 If required, review and sign a Corrective Action Plan within the timeframe requested by ADES; and
- 15.2.5 If applicable, refund to ADES any costs incurred regarding Audit Exceptions.

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15.3 Investigations

The Provider shall:

- 15.3.1 Cooperate with any State Investigation of suspected criminal, civil, or administrative misconduct related to contractual compliance and the services provided under this Agreement. Investigations may include examination of specific allegations, Complaints, reports, or other information indicating possible violations of law or this Agreement, searches, interviews, questioning evidence collection and preservation, and various methods of examination.

15.4 Audit Exceptions

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

15.5 Payment Hold

The ADES may place a Provider hold from receiving payment if the Provider is found to be:

- 15.5.1 In violation of the requirements of this Agreement,
- 15.5.2 In violation of lawful Child Care ratios, or
- 15.5.3 Party to an administrative action involving the Department of Education, Child and Adult Care Food Program (CACFP), the Provider's license, certificate, approval or permit, subject to an administrative hearing, a cease and desist order, a notice of intent to impose intermediate sanctions, a restraining order, an injunction.

15.6 Suspension of Authorizations for a Provider

- 15.6.1 The ADES may suspend a Provider from serving children authorized for Child Care Assistance and receiving new Child authorizations if ADES has reason to suspect that the health, welfare, or safety of service recipients may be endangered.
- 15.6.2 The termination may be applied retroactively to the suspension date. ADES shall not reimburse the Provider for services provided after the suspension effective date and may recoup payments issued for such services.
 - 15.6.2.1 ADES will contact the Provider by phone and email to inform of the suspended authorization and advise ADES Family Support and Eligibility of the Suspension.

15.7 Termination

- 15.7.1 In the event this Agreement is terminated by the ADES, such termination shall not relieve the Provider of any obligation to indemnify the ADES or the State for claims arising from the Provider's performance under this Agreement to the extent permitted by law. This provision does not apply where indemnification is prohibited by A.R.S. § 41-621 et seq., as amended, or where an obligation is unauthorized under A.R.S. § 35-154, as amended.
- 15.7.2 In the event of termination for any reason, any funds advanced to the Provider that are unearned or otherwise owed to the ADES shall be returned within ten (10) Calendar Days after the effective date of termination or upon receipt of notice of termination, whichever occurs first.
- 15.7.3 ADES may immediately terminate this Agreement if the Department determines that the health, welfare, or safety of service recipients is endangered.
- 15.7.4 If the Provider is subject to a "Dropped for Cause" action or termination for fraud by the Department of Education, Child and Adult Care Food Program (CACFP), ADES may immediately terminate this Agreement.

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- 15.7.5 A Provider terminated under this subsection shall not be reimbursed for services provided after the effective date of the CACFP action. Any payments issued by ADES for services provided after that date are subject to recoupment and shall be repaid promptly by the Provider.
 - 15.7.6 ADES may terminate this Agreement if the Provider's license, certification, registration, approval, or other authorization required to operate or provide Child Care services is expired, denied, revoked, canceled, temporarily closed, or otherwise no longer in effect.
 - 15.7.7 Termination under this subsection shall be effective on the last date the Provider maintained valid authorization to operate. The termination may be applied retroactively to that date. ADES shall not reimburse the Provider for services provided after the effective date of the loss of authorization and may recoup payments issued for such services.
 - 15.7.8 Termination of this Agreement for default applies to the Provider and may also apply to the Provider's officers, directors, members, partners, or owners (collectively, "Principals"). Individuals determined by ADES to have participated in, directed, or failed to prevent the conduct resulting in termination may be disqualified from future participation as contracted Child Care Providers.
 - 15.7.9 ADES may decline to enter into a Provider Registration Agreement with a Provider entity that employs, is managed by, is owned or controlled by, or has a financial or operational relationship with a Principal or individual associated with a Provider terminated for any reason, including default.
 - 15.7.10 In determining whether to deny participation under this section, ADES may consider the nature and extent of the relationship between the Provider, Principals, affiliated individuals, and business entities.
 - 15.7.11 Unless otherwise directed by ADES, the Provider shall continue to perform in accordance with the requirements of this Agreement through the effective date of termination identified in the notice of termination.
- 15.8 **Administrative Review**
- 15.8.1 Providers participating under this Agreement may request an Administrative Review of an ADES action resulting in a hold or termination under this Agreement. The request for Administrative Review must be submitted in writing within fifteen (15) Calendar Days of the date of the notice of action.
 - 15.8.1.1 The request should be mailed to:
Arizona Department of Economic Security
Provider Network & Support
PO Box 6123- Mail Drop 85C1
Phoenix, AZ 85007

Email: CCAContracts@azdes.gov
 - 15.8.1.2 Upon receipt of a timely request, ADES will conduct an Administrative Review of the action and issue a written determination.
 - 15.8.1.3 ADES determination following Administrative Review is final and is not subject to further appeal under this Agreement unless otherwise provided by law.
 - 15.8.2 Nothing in this section limits ADES authority to immediately terminate or place a hold on participation or payments when necessary to protect public funds, ensure program integrity, or address health and safety concerns.

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16. Written Amendments

- 16.1 Except as provided in Section 5 of the Uniform Terms and Conditions, this Agreement shall be modified only through a written amendment signed by the Contractor and ADES.
- 16.2 ADES reserves the right to require additional terms or modifications of the terms of this Agreement whenever it deems such changes necessary to continue compliance with state or federal Child Care program requirements or to operate within available funds. The additional or modified terms shall be set forth in a written amendment. The Contractor shall sign and return the amendment within ten (10) Business Days from the date of receipt. Failure to return the amendment within the ten (10) day period may result in termination of this Agreement.

Special Terms and Conditions	
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Special Terms and Conditions

1. Definition of Terms

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

- 1.1 **“Award Date”** The date this Contract is executed by the Department. This may or may not be the same date as the “Effective Date” which is the date specified on the Offer and Acceptance or Signature Page.
- 1.2 **“Client Specific Referral”** Services or activities for which a referral has been made for a client by an authorized representative of the Department.
- 1.3 **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 **“Department”** The Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.5 **“Effective Date”** The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- 1.6 **“Equipment”** All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$10,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities’ improvements).
- 1.7 **“May” or “may”** Indicates something that is not mandatory but permissible.
- 1.8 **“Purchase Order”** also known as “Purchase Authorization” or “Release Order” is an authorized document to procure goods or services.
- 1.9 **“Shall or “shall” “Must” or “must”** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.10 **“Should” or “should”** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 1.11 **“Vulnerable adult”** An individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.

2. Advertising, Publishing and Promotion of Contract

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

- 2.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15)

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calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

- 2.1.1 “This program was funded through a contract with the Arizona Department of Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department.”

3. Assignment

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 Merger, Reorganization or Change of Ownership

- 3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of the Department and may require an assignment of this Contract documented by a Contract Amendment. The Department may terminate this Contract pursuant to the Termination clauses of this Contract, if the Contractor does not obtain prior written approval or the Department determines that the change in ownership is not in the best interest of the State.
- 3.1.2 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to the Department, for review at least sixty (60) days prior to the effective date of the proposed change.

- 3.2 This Contract is voidable and subject to immediate cancellation by the Department upon the Contractor becoming insolvent, or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of the Department.

4. Audit

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

- 4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.
- 4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.
- 4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five (5) years after completion of this Contract, except if the Contractor is subject to Health Insurance Portability & Accountability Act of 1996 (Public Law 104-191) in which case such records shall be retained for six (6) years. All records shall be subject to inspection and audit by the State at reasonable times. Upon request by the Department or the Attorney General's Office, the Contractor shall produce the original of any or all such records.

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5. Authorization for Services

- 5.1 Authorization for performance of services under this Contract shall be made only upon the issuance of a duly authorized Purchase Order (also referred to as "Purchase Authorization" or "Release Order"). The Purchase Order will indicate this Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The Department shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order.
- 5.2 No further obligation for payment shall exist on behalf of the Department unless:
 - 5.2.1 The Purchase Order is changed or modified with an official procurement change order, and/or
 - 5.2.2 An additional Purchase Order is issued for purchase of services under this Contract.

6. Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:

- 6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.
- 6.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
 - 6.2.1 Any person who applies for a contract with this State and that person's employees;
 - 6.2.2 All employees of a contractor;
 - 6.2.3 A subcontractor of a contractor and the subcontractor's employees; and
 - 6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
 - 6.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 - 6.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify within the web portal by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The certification are to be maintained as confidential.
- 6.4 A person in receipt of the Central Registry Background Check may provide direct services to ADES clients if the certification states:

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6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

6.5 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.

6.6 The Contractor shall maintain the Central Registry Background Check results and any related documents in a confidential file for five (5) years after termination of this Contract.

6.7 The Contractor shall require each employee to submit a Central Registry Background Check , and retain in a confidential file for five (5) years after termination of this Contract. The Centralized Background Checks web portal can be found at <https://cbc.az.gov>.

7. Certification of Cost or Pricing Data

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete, and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the cost or pricing data furnished by the Contractor was inaccurate, incomplete, or not current as of the date of certification. Such adjustment by the State may include overhead, profit, or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8. Certification Regarding Lobbying

In addition to the Uniform Terms and Conditions, Section 7.11, the following shall apply:

8.1 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

8.2 The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

9. Code of Conduct

The Contractor shall avoid any action that either creates or result in the appearance of its having:

9.1 Divulging or made an inappropriate use of information gathered or discovered pursuant to the performance of its duties under this Contract;

9.2 Acted on behalf of the State without appropriate authorization;

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- 9.3 Provided favorable or unfavorable treatment to anyone;
- 9.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
- 9.5 Misrepresented or otherwise impeded the efficiency, authority, actions, policies, or adversely affected the confidence of the public or integrity of the State; or
- 9.6 A loss of impartiality when advising the State.

10. Competitive Bidding

If the Contractor is authorized to purchase the supplies and equipment itemized in this Contract for utilization in the delivery of contract services, this Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

11. Compliance with Applicable Laws

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

- 11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 11.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 11.3 The Contractor shall comply with all applicable State and Federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 11.4 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

12. Confidentiality

- 12.1 The Contractor shall observe and abide by all applicable State and Federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.

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- 12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Department will advise the Contractor as to applicable policies and procedures the Department has adopted for such compliance.

13. Contract Term and Option to Extend

- 13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Acceptance or Signature Page and shall remain in effect for five (5) years or as otherwise specified by this Contract, unless terminated, cancelled, or extended as otherwise provided herein.
- 13.2 Any extension or renewal must be made prior to the end of this Contract period specified in this Contract.
- 13.3 The Contractor shall not provide services prior to Contract term commencing or after the termination date of this Contract. There shall be no billable activity outside of this Contract effective dates except as otherwise authorized by the Department in writing.

14. Cooperation with the Department's Investigation

All Contractors, providers, vendors and volunteers shall cooperate fully and truthfully with any Department investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to this condition may result in ADES taking all such actions it deems appropriate, including removal of Contractor personnel and/or witness from working with the Department clients up to termination of this Contract with the Department.

15. Data Sharing Agreement

- 15.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each DES Program sharing confidential data.
- 15.2 The Data Sharing Request Agreement is located at: <http://des.az.gov/documents-center>. In the "Search" field type "Data Sharing" and click "Apply". The search will produce the following results:
- 15.2.1 Document Number J-119-Single (For requests involving a single division or program).

16. Evaluation

- 16.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.
- 16.2 As requested by the Department, the Contractor shall participate in third-party evaluations relative to Contract impact in support of Department goals.

17. E-Verify

In addition to the Uniform Terms and Conditions, Section 3.12, the following shall apply:

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- 17.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214(A) as may be amended.
- 17.2 A breach of a warranty regarding compliance with Federal and State immigration laws and regulations shall be deemed a material breach of this Contract and the Contractor may be subject to sanctions up to and including termination of this Contract.
- 17.3 Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of this Contract and the Contractor may be subject to sanctions up to and including termination of this Contract.
- 17.4 The Department retains the legal right to inspect the papers of any employee who performs work under this Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

18. Fair Hearings and Service Recipients' Grievances

- 18.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 18.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

19. Federal Immigration and Nationality Act

In addition to the Uniform Terms and Conditions, Section 3.11, the following shall apply:

- 19.1 By entering into this Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of this Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under this Contract. I-9 forms are available for download at USCIS.GOV.
- 19.2 The State may request verification of compliance for any Contractor or subcontractor performing work under this Contract.

20. Fees and Program Income

Unless specifically authorized in this Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

21. Fingerprinting

- 21.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future)

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legal requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

- 21.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.
- 21.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:
- 21.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.
- 21.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.
- 21.4 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during this Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

22. Inclusive Contractor

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This may include subcontractors for a percentage of the administrative or direct service(s) being proposed. A Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing details concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted, and the proposed percentage of this Contract.

23. Indemnification and Insurance

23.1 Indemnification Clause

- 23.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or

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intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

23.1.2 This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

23.2 Insurance Requirements

23.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

23.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

23.3 Minimum Scope and Limits of Insurance

The Contractor shall provide coverage with limits of liability not less than those stated below.

23.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$ 50,000
Each Occurrence	\$1,000,000

Sexual Abuse and Molestation

Child Care Centers	\$500,000 / \$500,000
Group Homes	\$300,000 / \$300,000

23.3.1.1 The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to at least the requirements listed above. The limits may be included within the General Liability limit or provided by a separate

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endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.

- 23.3.1.2 The Provider must state on their Certificate(s) of Insurance that "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded.
- 23.3.1.3 The policy shall be endorsed, as required by this written Agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Provider. Policy shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Provider.
- 23.3.1.4 This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

23.3.2 **Business Automobile Liability (if transporting children)**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- 23.3.2.1 Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- 23.3.2.2 Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

23.3.3 **Workers' Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- 23.3.3.1 Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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- 23.3.3.2 This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

23.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 23.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 23.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

23.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed or emailed to (Arizona Department of Economic Security C/O: myCOI, 1075 Broad Ripple Ave, Suite 313, Indianapolis, IN 46220 or support@myCOItracking.com).

23.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

23.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

- 23.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 23.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach.

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23.7.3 All certificates required by this Contract shall be sent as instructed by the requesting Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

23.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this Contract, proof from the Contractor that its subcontractors have the required coverage.

23.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk Management, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

23.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

24. IT 508 Compliance

Unless specifically authorized in this Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

25. Levels of Service

- 25.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.
- 25.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 25.3 Any administration within the Department may obtain services under this Contract.

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- 25.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.
- 25.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 25.6 When the method of compensation for the service is Fixed Price with Price Adjustment, this Contract may be amended, by mutual agreement, to purchase additional services by increasing this Contract's itemized service budget and/or budget summary.

26. Limited English Proficiency

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location:

<https://des.az.gov/digital-library/limited-english-proficiency>.

27. Non-Availability of Funds

In addition to the Uniform Terms and Conditions, Sections 4.5 and 4.6, the following shall apply:

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

28. Non-Discrimination

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

- 28.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 28.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 28.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

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28.3.1 “Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, **(insert Contractor name here)** prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The **(insert Contractor name here)** must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the **(insert Contractor name here)** must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the **(insert Contractor name here)** will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **(insert Contractor contact person and phone number here)** *“Para obtener este documento en otro formato o obtener información adicional sobre esta política, **(insert Contractor contact person and phone number here)**.”*

29. Notices

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

- 29.1 All notices shall reference the contract number.
- 29.2 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to this Contract shall not be necessary:
 - 29.2.1 Change of telephone number;
 - 29.2.2 Changes in the name and/or address of the person to whom notices are to be sent;
 - 29.2.3 Changes in Contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or
 - 29.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

30. Order of Precedence

In addition to the Uniform Terms and Conditions, Section 2.3, the below shall apply:

In the event of a conflict in the provisions of this Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 30.1 Special Terms and Conditions;
- 30.2 Uniform Terms and Conditions;
- 30.3 Provider Registration Agreement Scope of Work or Specification;

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- 30.4 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;
- 30.5 Exhibits; and
- 30.6 Documents referenced or included in the Agreement.

31. Pandemic Contractual Performance

In addition to Uniform Terms and Conditions, Section 7.10, the following shall apply:

- 31.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 31.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 31.1.2 Alternative methods to ensure there are services or products in the supply chain.
 - 31.1.3 An up to date list of company contacts and organizational chart.
- 31.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the State shall have the following rights:
 - 31.2.1 After the official declaration of a pandemic, the State may temporally void this Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 - 31.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
 - 31.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided Contract(s).

32. Payments

In addition to the Uniform Terms and Conditions, Section 4.3, the following shall apply:

- 32.1 Payments shall be made according to the type of payment defined as follows:
 - 32.1.1 Rate (or) Fixed Price - The Contractor is paid a specified amount for each unit of service or deliverable as designated in this Contract, not to exceed the maximum number of authorized units if indicated by the Department for each contract service/deliverable. A Release Order is a separate document and the amount of the Release Order may be increased or decreased throughout the term of this Contract without amending this Contract. A client specific referral is considered a form of Release Order as well as a Purchase Authorization or other similarly named document.

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- 32.2 The Contractor shall report to the Department in the manner prescribed by the "Reporting Requirements" section of these terms and conditions. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.
- 32.3 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.
- 32.4 Under no circumstances will the Department make payment to the Contractor that exceeds the units authorized.

33. Payment Recoupment

The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:

- 33.1 Any amounts received by the Contractor from the Department for Contract services which have been inaccurately reported or are found to be unsubstantiated;
- 33.2 Any amounts paid by the Contractor to a subcontractor not approved in writing by the Department;
- 33.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
- 33.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 33.5 Any amounts expended for items or purposes determined unallowable by the Department when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- 33.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 33.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- 33.8 Any amounts paid or reimbursed in excess of this Contract or service reimbursement ceiling;
- 33.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions; and
- 33.10 Any payments made for services rendered before this Contract effective date or after this Contract termination date.

34. Personnel

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and provide the hours of service as set forth in this Contract.

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35. Predecessor and Successor Contracts

The execution or termination of this Contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

36. Professional Standards

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in this Contract.

37. Rate Adjustment

37.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor.

38. Records

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

38.1 Contract service records will be maintained in accordance with this Contract. Records shall, as applicable, meet the following standards:

38.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

38.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;

38.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

38.1.4 For Fixed Price with Price Adjustment contracts, include:

38.1.4.1 Records of the source of all receipts and the deposit of all funds received by the Contractor;

38.1.4.2 Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to this Contract;

38.1.4.3 A complete general ledger with accounts for the collection of all costs and/or fees applicable to this Contract; and

38.1.4.4 Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

38.2 Any such records not maintained shall result in an audit exception in the amount of the inadequately documented expenditures.

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- 38.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act of 1996 (P.L. 104-191) which is six (6) years from the date of final payment.
- 38.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.
- 38.2.3 Records which relate to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by the State, shall be retained by the Contractor until such disputes, litigations, Claims or exceptions have been disposed of.

39. Relationship of Parties

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

- 39.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
- 39.2 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

40. Reporting Requirements

- 40.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of this Contract term, the Contractor shall submit programmatic and financial reports to the Department as specified in the Scope of Work no later than the fifteenth (15th) day following the end of each month during this Contract term. Failure to submit accurate and complete reports by the fifteenth (15th) day following the end of each month may result, at the option of the Department, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of the Department, in a forfeiture of such payment.
- 40.2 The Contractor shall submit programmatic and financial reports to the Department in the form set forth in this contract no later than the forty-fifth (45th) day following the end of each Contract term or performance period. The final fiscal report for this Contract term shall include all adjustment to prior financial reports submitted for this Contract term.
- 40.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to the Department a final program and fiscal report. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 40.4 All reports shall reference this Contract number and be submitted to the person designated by the Department.

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41. Responsibility for Payments Indemnification

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of this Contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

42. Subcontracts

In addition to the Uniform Terms and Conditions, Section 5.2, the following shall apply:

42.1 Subcontracting is not authorized under this Contract.

43. Substantial Interest Disclosure

43.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

43.2 Leases or rental agreements or purchase of real property shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

43.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

44. Supporting Documents and Information

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall provide the Department with any further documents and information the Department deems necessary. Upon receipt of a request for information from ADES, this Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

45. Suspension or Debarment

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

46. Technical Assistance

The Department may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions of this Contract.

47. Termination for Any Reason

47.1 In the event this Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or

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eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

- 47.2 In the event of termination or suspension of this Contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.
- 47.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of this Contract, whichever is earlier.

48. Termination for Default

In addition to the Uniform Terms and Conditions, Section 9.5, the following shall apply:

- 48.1 The Department may immediately terminate this Contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 48.2 The Department may terminate this Contract if the Contractor fails to comply with the requirements for verification of insurance coverage upon contract award and at policy renewal.

49. Transfer of Knowledge

The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of this contracted service.

50. Transition of Activities

In the event that a contract is awarded to a new contractor for services similar to those being performed by the Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

51. Unallowable Costs

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

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52. Visitation, Inspection and Copying

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to this Contract shall be available for visitation, inspection, monitoring, and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

53. Warranty of Services

In addition to the Uniform Terms and Conditions, Section 7, the following shall apply:

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

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Uniform Terms and Conditions

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1 "AI" means the science and engineering of making machines capable of performing task that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generate AI, and large language model (LLM) AI.
 - 1.2 "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.
 - 1.3 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.4 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.5 "Contractor" means any person who has a Contract with the State.
 - 1.6 "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
 - 1.7 "Days" means calendar days unless otherwise specified.
 - 1.8 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.
 - 1.9 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.11 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.12 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.13 "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.

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- 1.14 “*State Fiscal Year*” means the period beginning with July 1 and ending June 30.
- 1.15 “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.
- 1.16 “*Subcontractor*” means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits; then
 - 2.3.7 Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

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3. Contract Administration and Operation

- 3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other “records” relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 **Non-Discrimination.** The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09 and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.
- 3.3 **Audit.** Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any Subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State’s eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 **Continuous Improvement.** Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.
- 3.8 **Other Contractors.** State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor’s work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State’s or other suppliers’ performance of their work, provided that,

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State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

3.9 Ownership of Intellectual Property.

3.9.1 **Rights In Work Product.** All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2 "Government Purpose Rights" are:

3.9.2.1 the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

3.9.2.2 the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3 the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.9.3 "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4 **Joint Developments.** The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5 **Pre-existing Material.** All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.9.5.1 any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

3.9.5.2 any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

3.9.5.3 except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

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- 3.9.6 Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.
- 3.10 Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.11 Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension or debarment of the contractor.
- 3.12 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.13 Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.
- 3.14 Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.
- 3.15 Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, the Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved by in advance by the State in writing.
- 3.15.1 Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.
- 3.15.2 Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services throughout the life of the Contract.
- 3.16 Certifications Required by State Law.
- 3.16.1 If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 et seq. and will refrain from any such boycott for the duration of this Contract.

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3.16.2 Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Firm, Fixed Price.** Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.
- 4.4 **Applicable Taxes.**
 - 4.4.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
 - 4.4.2 **State and Local Transaction Privilege Taxes.** The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.4.3 **Tax Indemnification.** Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.4.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.5 **Availability of Funds for the Next State Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.
- 4.6 **Availability of Funds for the Current State Fiscal Year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:
 - 4.6.1 Accept a decrease in price offered by the Contractor;
 - 4.6.2 Cancel the Contract; or
 - 4.6.3 Cancel the Contract and re-solicit the requirements.

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5. Contract Changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Materials or Services, the revision of payment terms, or the substitution of Materials or Services, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1 Risk of Loss: The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
 - 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall

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not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall **not** include the following occurrences:
- 6.4.2.1 Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1 Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the Materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged, and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Conformity to Requirements.

7.3.1 Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1 Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2 Be free from defects of material and workmanship;

7.3.1.3 Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4 Be fit for the intended purpose or use described in the Contract.

7.3.2 Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4 Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

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- 7.5 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 7.6 Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.
- 7.7 Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.8 Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.
- 7.9 Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.
- 7.10 Performance in Public Health Emergency. Contractor warrants that it will:
- 7.10.1 Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 7.10.1.1 Identification of response personnel by name;
 - 7.10.1.2 Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 7.10.1.3 Alternative avenues to keep sufficient product on hand or in the supply chain.
 - 7.10.2 Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

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7.10.3 A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4 Failure to have or implement an appropriate plan will be a material breach of contract.

7.11 Lobbying

7.11.1 Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2 Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12 Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13 Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14 False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15 Survival of Rights and Obligations after Contract Expiration or Termination.

7.15.1 Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

7.15.2 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. §

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12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

- 7.15.3 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person

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significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

- 9.2 **Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.
- 9.3 **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.
- 9.4 **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.
- 9.5 **Termination for Default.**
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, Materials, documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

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9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

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Attachment 1 - ADES Document Center and Available Forms

Instructions: The forms, documents, and policies listed in the table below, in Attachment 1, can be found in the Document Center on the ADES website. Please visit <https://des.az.gov/documents-center> to access the ADES Document Center. Search for a form by the form name or by the form number.

	Available Forms, Documents, and Policies	Form Number
1.	About Me Questionnaire (English/Spanish)	CCA-1200A
2.	ADES Accepted Accreditation Agencies (English/Spanish)	CCA-1349A
3.	ADES Suspension and Expulsion Prevention Policy (English/Spanish)	CCA-3-01-01
4.	AZ STEPS Parent Information (English/Spanish)	CCA-1327A
5.	Change of Ownership Request (English)	CCA-1351A
6.	Change of Ownership Request (Spanish)	CCA-1351A-S
7.	Child Care Operational Information (English)	CCA-0100A
8.	Child Care Operational Information (Spanish)	CCA-0100A-S
9.	Child Care Provider Rate Agreement (English)	CCA-0214A
10.	Child Care Provider Rate Agreement (Spanish)	CCA-0214A-S
11.	Declaration - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (CCSD)	PUR-1040A
12.	Declaration - Disclosure of Lobbying Activities (CCSD)	PUR-1043A
13.	Declaration - Non-engagement in a Boycott of Goods or Services from Israel (CCSD)	PUR-1042A
14.	Declaration - Non-engagement in the Forced Labor of Ethnic Uyghurs (CCSD)	PUR-1041A
15.	Direct Deposit Enrollment - Centers and Group Homes (English)	CCA-1140A
16.	Direct Deposit Enrollment - Centers and Group Homes (Spanish)	CCA-1140A-S
17.	Emergency Preparedness and Response Plan for Licensed Center/ Group Home Child Care Providers (English/Spanish)	CCA-1350A
18.	Maximum Reimbursement Rates for Child Care (English)	CCA-1227A
19.	Maximum Reimbursement Rates for Child Care (Spanish)	CCA-1227A-S

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	Available Forms, Documents, and Policies	Form Number
20.	Notice for Families on Child Attendance Requirements (English/Spanish)	CCA-1216A
21.	Provider/Parent/Guardian's Agreement for Child Care Charges (English)	CCA-0208A
22.	Provider/Parent/Guardian's Agreement for Child Care Charges (Spanish)	CCA-0208A-S
23.	Sample Child Care Provider Suspension and Expulsion Prevention Policy (English)	CCA-1277A
24.	Sample Child Care Provider Suspension and Expulsion Prevention Policy (Spanish)	CCA-1277A-S
25.	Sign-In/Sign-Out Record (English)	CCA-0218A
26.	Sign-In/Sign-Out Record (Spanish)	CCA-0218A-S
27.	Unpaid Copayment Worksheet (English)	CCA-1021A
28.	Unpaid Copayment Worksheet (Spanish)	CCA-1021A-S
29.	Verbal Notice of Child Care Assistance Eligibility (English/Spanish)	CCA-0031A

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Attachment 2 - ADES Insurance Tracking Portal

The ADES Insurance Tracking Portal is currently managed by the awarded vendor, myCOI, which serves as ADES's insurance-verification partner in securing, verifying and maintaining certificate-of-insurance documentation pursuant to the requirements set forth in this Agreement. Key requirements include, but are not limited to:

- All certificates, including renewals, will be provided to myCOI directly through the Provider's insurance agent(s) via the ADES Insurance Tracking Portal.
- The Provider must notify each insurance agent(s) of this process. The Provider will be notified via email by myCOI if any insurance agent(s) fails to respond to communication issued by myCOI. When this occurs the Provider must address this with the insurance agent(s).
- It is the responsibility of the Provider to inform myCOI of any changes regarding insurance agent(s) and/or agent's/agents' contact information.

The Provider will receive a registration email from registration@myCOItracking.com containing detailed registration instructions which can also be reviewed via the following link:

https://drive.google.com/file/d/1wrnOE1H3bCD3soXdKvT_wY9_0A8mNg2a/view?usp=sharing

Adding the following myCOI email addresses to the Provider's safe-sender's list will ensure timely receipt of all myCOI emailed communications:

- registration@myCOItracking.com, and
- certificaterequest@myCOIsolution.com.

Registration Process Overview:

- myCOI's vendor registration takes approximately five minutes to complete. The Provider will not be contacted by myCOI unless their insurance agent is not responsive to myCOI requests.
- The Provider will use the "Click Here to Register" link to access the registration page.
 - Set up a user name and password and select the security question.
 - Review and confirm the accuracy of the Provider's contact information on file with myCOI.
- The Provider will provide each insurance agent's contact information. Additional insurance agents can be named by clicking the "add another agent" button located at the bottom of the screen. *Including each agent's correct email address and selecting the correct types of insurance the agent writes is critical to myCOI's success in obtaining the necessary insurance documents.*
 - Confirm the information entered for each insurance agent(s).

Using the email address provided during registration, the myCOI system will automatically contact all Provider insurance agent(s) to obtain and maintain current copies of insurance certificates and related documents in compliance with the terms outlined in this Agreement.

For additional assistance, contact myCOI directly at 317-759-9426 Ext 105 or via email at support@myCOItracking.com.

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Attachment 3 - Arizona Early Childhood Workforce Registry

Utilizing the Arizona Early Childhood Workforce Registry

The Arizona Early Childhood Workforce Registry (Workforce Registry) is a web-based system that serves Arizona's early childhood professionals and those interested in an early education career to find and register for professional development opportunities and maintains in a central location, a record of each individual's experience, education, professional development, and credentials. Providers must obtain and maintain administrative access to the Workforce Registry and ensure all Staff Members create and maintain complete, individual profiles.

Creating an Account and Requesting Administrator Access:

For instructions on how to create a Workforce Registry account, visit: <https://azearlychildhood.org/about-the-registry/>

Tools for Program Administrators:

Program administrators can confirm Staff Member employment, track qualifications, and generate reports for compliance.

For information about how to request Administrator Access for your program, visit:

<https://azearlychildhood.org/about-the-registry/>. For additional information, visit:

<https://azearlychildhood.org/about/contact-us/>

Benefits of staff creating and maintaining a complete Workforce Registry profile:

Staff Members should create their own individual Workforce Registry profile using their personal email address.

As a Registry member your staff will be able to:

- Find and register for training and professional development opportunities.
- Manage their individual career profile, with such benefits as:
 - Keeping a record of completed credentials and training in one place, including completion of ADES required Pre-Service and Ongoing Health & Safety Training, so it does not have to be repeated;
 - Identifying strengths and areas for professional growth;
 - Recording updates as individual goals are met, and credentials, certificates, and degrees are earned; and
 - Accessing Early Childhood College Scholarships.

For more information about accessing Early Childhood College Scholarships, visit:

<https://centralaz.edu/pcpp> and <https://azearlychildhood.org/advance-your-career/scholarships-and-incentives/>

Early Childhood Education College Coursework:

College coursework related to specific topic areas may be approved and counted toward Staff Members' annual, on-going training hours.

- The courses taken must be directly related to the ongoing training topics listed in the Provider Registration Agreement and must appear in the Staff Member's Workforce Registry profile and Professional Development and Training Report.
- The courses taken may count toward required Annual Ongoing Training hours at a conversion of one (1) credit hour, which equals fifteen (15) training hours.

For more information: <https://azearlychildhood.org/uncategorized/articles/professional-development-college-coursework/>

DES DECC2075 Basic Billing for Providers: The DECC2075 Basic Billing for Providers' computer-based training is available in the Workforce Registry. At the top of the page, select Professional Development then select Find Training from the drop down and search for the course title.

Using the Child Care Licensing Dashboard in the Workforce Registry: This feature of the Arizona Early Childhood Workforce Registry will give program administrators and multi-site administrators the ability to list data and upload documents that are relevant to DHS Licensing. **Note:** Only program administrators of DHS Licensed programs will see these tools. For more information, visit:

<https://azearlychildhood.org/resources/articles/arizona-early-childhood-workforce-registry-childcare-licensing-dashboard/>

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Attachment 4 - Emergency Preparedness and Response Plan

All ADES-contracted License Center/Group Home Providers must have written plans for how to respond to emergency situations and disasters. The Emergency Preparedness and Response Plan is a tool that identifies resources/communication when an emergency occurs. Providers **must utilize the template below** to develop and submit their plan and are responsible for updating information whenever a change is made to the program environment, director/administrator, children served, and/or services offered (e.g. transportation). The template can be accessed through the Document Center: Emergency Preparedness and Response Plan for Licensed Center/Group Home Child Care Providers (CCA-1350A)

Each Provider must have a written Emergency Preparedness and Response Plan that includes the following:

Evacuation: Decide and document how to safely move the children, including Infants and Children with Special Needs, out of the home or building.

Relocation: Plan where caregivers and teachers can safely provide services until parents and children can be reunified. This provision should include bringing children's approved pick-up lists and special health care plans to the location.

Shelter in place and lockdown: Identify, write down a safe place in the home or building to shelter in place.

Staff Member and Volunteer emergency preparedness training and practice drills: Document how to train Staff Members and Volunteers, when to practice drills, how to take attendance of the children during a drill, and how to log training and practice drills. Keep in mind electronic records may be inaccessible during an emergency, so be sure to account for this possibility in your plan.

Communication and reunification with families: Plan how to communicate with families if an emergency or disaster occurs and document how to notify and update parents and how to verify whether a parent, guardian or other person is approved to pick up a child.

Continuity of operations: Document how to continue providing early childhood services if unable to use the program's building or caregiver's current home.

Accommodation of Infants and toddlers, children with disabilities, and children with chronic medical conditions: Plan how to move children who do not walk and how to evacuate each Child's individual health plan, medications, and equipment with them.

Providers must also:

- Make written plans available by posting copies in each room the program uses.
- Use class rosters to check attendance of children and staff during an emergency or drill when gathered in a safe space, after exit, and upon return to the program.
- Document all drills and exercises.
- Provide a copy to all parents/guardians upon enrollment.

(Attachment 4 is continued on the next page.)

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Emergency Preparedness and Response Plan For Licensed Center/Group Home Child Care Providers

Center/Group Home name: _____

P# (if available) _____ CDC/SGH # _____

Address: _____

Center/Group Home telephone number(s): _____

Number of enrolled children and typical daily enrollment: _____

Provide a detailed description for each of the following requirements and submit to the assigned ADES Licensing Surveyor for review and approval. Please type or print clearly.

Emergency Preparedness and Response Plan

Requirement	Description
Evacuation: Consider routes, exits, and assembly locations; and ensure all children are accounted for.	
Relocation: Identify procedures and safe locations; and include important documents to bring to the new location.	
Lockdown: Include clear lockdown procedures to protect children and Staff Members in the event of threats such as active shooter, bomb threats, or other immediate dangers.	
Shelter In Place: If evacuation isn't possible, describe how the building will be secured to protect children from hazards; and identify a safe place in the building/home to convene during lockdown.	
Continuity of Operations: Document actions to resume services once the emergency is over and to help everyone cope with the event. Include	

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Emergency Preparedness and Response Plan

Requirement	Description
plans if unable to use the program's building or home.	
Communication & Reunification with Families: Document how the program will communicate with families and provide updates when an emergency occurs; and how children will be reunited with parents/guardians after an evacuation including verification of authorization to pick up a child.	
Accommodations for Infants & Toddlers: Describe mobility and feeding needs, diapering, comfort items (pacifiers, blankets, etc.) and identify assigned Staff Member for each child.	
Accommodations for Children with Disabilities & Chronic Medical Conditions: Document mobility, communication, sensory, or medical needs, and assigned staff. Address health plans, medications, inhalers, hearing/vision aids, and any assistive devices.	
Training for Staff & Volunteers: Describe how all Staff Members and Volunteers will be trained for specific hazards.	
Conduct Practice Drills: Describe how and when practice drills will be completed; ensure Volunteers are included in drills.	

By submitting this form, the Provider attests that they are in compliance with posting all emergency response information as required by ADHS licensure.

Name of authorized individual completing this form: _____

Date: _____ Signature: _____

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Attachment 5 - Child Care Electronic System (CCES)

Providers must utilize the CCES as a requirement of this Agreement. The CCES allows ADES to conduct business with Child Care Providers in a digital environment. The CCES improves important business processes and practices for Providers and ADES, and builds resources for parents with full access to child care information and services. The first part of the CCES is electronic attendance tracking and this is implemented through the ADES awarded vendor, KinderSystems®.

The ADES webpage is the main source of information for Providers on the CCES:

<https://des.az.gov/services/child-and-family/child-care/become-child-care-provider/child-care-electronic-system-cces>

Through the CCES a Provider can see the children authorized for Child Care Assistance. The ADES system sends data to KinderSystems® on Certificates of Authorizations on a nightly basis, except weekends. In addition, the electronic attendance available in the CCES shows who completed each attendance record and the times recorded for each authorized Child(ren).

Adhering to the requirements of Section 13, there are two ways that a Provider can participate in the CCES. The Provider will not have access to the CCES until the Provider receives their first Child authorized for Child Care Assistance.

Method One: Participating in the CCES through an ADES approved Child Care Management Software (CCMS) (This is the preferred method for using the CCES).

The list of ADES approved CCMS can be found on the ADES webpage. This list is updated as new CCMS are approved.

A Provider using an ADES approved CCMS shall utilize the CCMS for electronic attendance for all children enrolled in the Provider's program. The Provider will not need to utilize the Sign-In/Sign-Out Record (CCA-0218A). The CCES is structured so that the electronic attendance captured by the Provider's CCMS can be transmitted to KinderSystems®. Once electronic attendance is transmitted to KinderSystems®, the Provider reviews the final attendance and hits the submission button for the attendance to be sent directly to ADES for payment. The ADES system reviews the attendance and the payment is processed.

A CCMS is specifically designed to help Child Care programs automate their day-to-day operations and manage their program proactively. The following are key benefits of using a CCMS:

- Supports Providers with automating their day to day operations and managing their program proactively, beyond electronic attendance.
- Supports a range of operations including enrollment, waitlist management, daily attendance, fee collection, staff records, real time updates and digital daily reports, and operational security.
- Allows for seamless communication with families, reducing time spent on administration.
- Reduces administrative workload and eliminates manual invoice creation, paper checks, and tedious payment calculations, saving significant time.
- Minimizes human error in billing and provides easy access to records.
- Enhances security and offers a safer, more secure way to process payments.
- Access to real-time visibility of authorizations.
- Ability to transition to a paperless system.

(Attachment 5 is continued on the next page.)

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(Attachment 5 continued.)

Method Two: Participating in a CCES through the ADES awarded vendor

If you are not using an ADES approved CCMS you can participate in the CCES using the KinderSystems® platform. This will require the Provider to use the platform for all children enrolled in the Provider's program including children *not* authorized for Child Care Assistance. The platform allows parents to complete electronic attendance (sign in/out) for all children in care. Providers can review electronic attendance daily and submit monthly electronic attendance data to ADES for payment for the Child(ren) Authorized for Child Care Assistance.

The Provider and the Parent or Legal Guardian of the authorized Child(ren) register with KinderSystems® to establish accounts to track daily attendance and submit the attendance for payment. The Parent or Legal Guardian will use a tablet or a mobile phone to sign enrolled children in and out through KinderSystems®. The Provider, using a tablet or mobile phone, will submit the electronic attendance for the month for the Child(ren) authorized for Child Care Assistance to ADES and receive payment.

The Provider will not have access to the CCES until the Provider receives their first Child authorized for Child Care Assistance. Until the Provider is fully trained, the Provider shall utilize the Sign-In/Sign-Out Record (CCA-0218A) to capture attendance for all children enrolled.