

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
Child Care Administration (CCA)  
**SIGNATURE PAGE FOR THE  
CHILD CARE PROVIDER REGISTRATION AGREEMENT**

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

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**DHS/Tribal/Military Licensee or Certificate Holder**

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**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*

The Child Care Provider shall address all notices relative to this Agreement electronically or by mail to:

**Arizona Department of Economic Security  
Child Care Administration  
P. O. Box 6123 – Mail Drop 5474  
Phoenix, AZ 85007**

**Email: CCAContracts@azdes.gov**

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**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.**

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**FOR AND ON BEHALF OF THE  
ARIZONA DEPARTMENT OF ECONOMIC SECURITY:**

**FOR AND ON BEHALF OF THE  
CONTRACTED CHILD CARE PROVIDER:**

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SIGNATURE OF AUTHORIZED SIGNER

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*Signature*

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*Date*

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TYPE OR PRINT NAME AND TITLE OF AUTHORIZED SIGNER

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*Type or Print Name and Title of Authorized Signer*

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ADES ASSIGNED CONTRACT NUMBER

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*EIN Number or Social Security Number*

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ADES ASSIGNED PROVIDER ID NUMBER

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

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DATE SIGNED BY ADES CHILD CARE ADMINISTRATION

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*Type or Print Name/Title of Alternate Person*

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*Type or Print Name/Title of Alternate Person*

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

# Provider Registration Agreement Table of Contents



## Table of Contents

<b>Scope of Work</b>	3
Exhibit 1 – Tracorp Instructions	29
Exhibit 2 – Disaster Emergency Evacuation Preparedness Plan	30
Exhibit 3 – About Me Questionnaire	31
Exhibit 4 – Provider/Parent/Guardian’s Agreement for Child Care Charges	32
Exhibit 5 – DES Accepted Accreditation Agencies for Centers	33
Exhibit 6 – Verbal Notice of Eligibility	34
Exhibit 7 – Unpaid Copayment Worksheet	35
Exhibit 8 – Notice to All Families Enrolled At DES Child Care Facility	36
Exhibit 9 – Sign-In/Sign-Out Record	37
Special Terms and Conditions	38
Division Special Terms and Conditions	48
Uniform Terms and Conditions	50
Attachment 1 - Certification Regarding Lobbying	58
Attachment 2 - Participation in Boycott of Israel	59
Attachment 3 - Certification Regarding: Debarment, Suspension, Ineligibility and Voluntary Exclusion	60
Attachment 4 - D.E.E.P. and EMPOWER Program Overview and Acknowledgement Form	62
Attachment 5 - Child Care Provider Rate Agreement	63
Attachment 6 – Provider’s Child Care Operational Information	64
Attachment 7 – State of Arizona Substitute W-9	65
Attachment 8 – Direct Deposit Enrollment	66
Attachment 9 – Direct Service Position (Certification Form)	67

# Provider Registration Agreement

## Scope of Work



## Scope of Work

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

- 1.1 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.
- 1.2 ADES Vision: All Arizonans who qualify receive timely ADES services and achieve their potential.
- 1.3 Child Care Administration (CCA) Mission: The CCA supports the well-being and economic independence of Arizona families by providing quality child care assistance and developing quality child care services.

### 2. Purpose of Contract

- 2.1 Purpose Statement: The purpose of this contract is for Group Homes and Child Care Facilities to become registered child care providers with ADES/CCA, statewide. The goal of this service is to enhance and support the provision of child care services to children and their families.
- 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.

### 3. Definitions

- 3.1. Additional Charges – any fees a Provider charges that exceed the Reimbursement Rate.
- 3.2. ADHS – the Arizona Department of Health Services.
- 3.3. Agreement or Contract – all scope of work, terms and conditions of this Child Care Provider Registration Agreement, any amendments to the Agreement, any attachments and exhibits to the Agreement, and any terms applied by law.
- 3.4. Alternative Approved Records - one of three available Child Care sign-in and out possibilities.
- 3.5. Arizona Early Childhood Workforce Registry – a statewide workforce registry website that tracks individuals who are knowledgeable and skilled in early childhood work based on their verified professional achievements.
- 3.6. Audit Exception – the amount determined by the Department that a Provider has been overpaid based on a review of available documentation.
- 3.7. AZCCATS - Arizona Child Care Automated Tracking System
- 3.8. Billing Form/Claim – the form furnished by ADES that shall be completed and submitted by the Provider in order to receive payment for child care services rendered.
- 3.9. BCCL – Bureau of Child Care Licensing that is administered by ADHS.
- 3.10. CCA – the Child Care Administration of the ADES.
- 3.11. Certificate of Authorization – the document issued by ADES that contains a Provider’s authorized level of service, the corresponding level of potential ADES payments, and the ADES approved period of eligibility for each authorized child.

## Provider Registration Agreement

### Scope of Work



- 3.12. 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.
- 3.13. Child – any child enrolled with a Provider.
- 3.14. Child Care – Child care means the compensated service that is provided to a child who is unaccompanied by a parent or guardian during a portion of a twenty-four hour day. (A.R.S. § 46-801(4))
- 3.15. 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 to access child care, so they can work or attend a job training or educational program.
- 3.16. Child Care Facility or Child Care Center – any facility in which child care is regularly provided for compensation for five or more children not related to the proprietor.
- 3.17. Child Care Group Home – a residential facility in which child care is regularly provided for compensation for periods of less than twenty-four hours per day for not less than five children but no more than ten children through the age of twelve years.
- 3.18. Child Care Resource and Referral (CCR&R) System – Pursuant to A.R.S. § 41-1967 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.
- 3.19. Child Care Specialist – an employee of ADES or an employee of an ADES contracted entity that is authorized to determine eligibility for ADES child care subsidies.
- 3.20. Client – a person authorized by ADES to receive child care services, means the same as “existing client.” For example, a parent or guardian.
- 3.21. Claim - a demand against the State for payment for either goods delivered or services performed.
- 3.22. Compliance Review – the audits, reviews, or site visits that seek to ensure that Providers are complying with contractual requirements outlined in this Agreement.
- 3.23. Compliance Specialist – an employee of ADES that has the authority to authorize reimbursement for claims, negotiate contracts, monitor and review program operations, and who performs a variety of contractual functions.
- 3.24. Co-Payment – the portion of the Reimbursement Rate that shall be paid by ADES eligible families. ADES establishes the Co-Payment amount based on family size and level of income within the minimum Co-Payment rates prescribed by Appendix A to Arizona Administrative Code (A.A.C.) Title 6, Chapter 5, Article 49. The Co-Payment is subtracted from the Reimbursement Rate (see definition of “Reimbursement Rate” below).
- 3.25. Corrective Action Plan (CAP) – a document describing the steps a Provider will take to remedy non-compliance with terms and conditions of this Agreement.

# Provider Registration Agreement

## Scope of Work



- 3.26. Criminal Background Check – an investigation into an individual’s background to determine any criminal history. The criminal background check searches the 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.
- 3.27. Department (or ADES) – the Arizona Department of Economic Security.
- 3.28. Disaster Preparedness Plan – the Provider’s written plan that includes a comprehensive approach to emergency situations that could impact the operation of the child care facility in the event of a natural or man-made disaster. The ADES/CCA Disaster Preparedness Plan can be found on the CCA website.
- 3.29. Electronic Signature -
- 3.29.1. Means an electronic or digital method 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.
- 3.29.2. Includes a digital signature.
- 3.30. Empower Program – the Empower Program is a public health program for state licensed and certified child care facilities in Arizona that focuses on 10 strategies to empower children to lead healthy lives. Participating facilities receive a 50% discount for child care licensing fees. A written policy and implementation for each standard is a component of the Provider’s Empower Agreement with ADHS.
- 3.31. Expulsion – when a child care provider removes or excludes a child from a child care service.
- 3.32. Fingerprinting – fingerprinting is evidence that confirms a person’s identity and any pending or past criminal matters, and criminal records that relate to the individual. An employer or provider shall ensure that all independent providers, subcontractors, employees, and volunteers comply with legal requirements related to fingerprinting and fingerprint clearance cards for employment and contract requirements. ADES requires Level I fingerprint clearance cards.
- 3.33. First Things First – First Things First is Arizona’s early childhood agency. By focusing on the first five years, we are making a difference in the lives of young children, their families, and our communities.
- 3.34. Gratuity – a payment, loan, subscription, advance, deposit of money, services, gift, present, promise or anything of more than nominal value that is given voluntarily or beyond one’s obligation for payment.
- 3.35. Guardian - a person with permanent or temporary court appointment, who has been given the power and responsibility of a parent over a minor child. Guardianship does not constitute legal or financial responsibility.
- 3.36. Group Size – the number of children assigned to a caregiver/teacher or a team of caregivers/teachers occupying an individual classroom or an assigned space within a larger room.
- 3.37. Investigation – a process that includes fact-finding, interviews, questioning, evidence collection and preservation and various methods of examination.

## Provider Registration Agreement

### Scope of Work



- 3.38. Legal Signature – the person’s unique mark or name, handwritten by that person for purposes of authentication of a document; electronic signatures as defined above shall be considered a Legal Signature.
- 3.39. 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.
- 3.40. Parent – the natural or adoptive parent of a child or a person with permanent responsibility for the care, custody, and control of a child.
- 3.41. Paid Absence – payment for a day(s) that must be paid regardless of whether or not a child is present.
- 3.42. Pre-Signing – signing and dating an attendance record for any period of time prior to the date and time of actual attendance.
- 3.43. Primary Caregiver – one 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.
- 3.44. Provider or Contractor – any person or entity that has a Provider Registration Agreement with the Department for purposes of providing child care.
- 3.45. 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 commonly including primary and secondary education.
- 3.46. Reimbursement Rate – the payment levels and amounts specified in the Child Care Provider Rate Agreement. The Reimbursement Rate minus the daily Co-Payment amount is the amount that ADES will pay the Provider. ADES is the payer of last resort and will not reimburse for services covered by other grants, contracts or payments. Maximum Reimbursement Rates are prescribed by Appendix B to A.A.C. Title 6, Chapter 5, Article 49.
- 3.47. Serious Injury – an injury or accident resulting in medical treatment (outside the child care facility or child care group home), hospitalization, or death of a child.
- 3.48. Service Month – the month in which the child care service was provided.
- 3.49. Special Needs Child – a child with an identified disability or special health care need who requires appropriate, individualized accommodations and supports to access, and participate in the routines and activities with their peers. The child may need increased supervision and/or adaptive equipment.
- 3.50. Staff Member – child care personnel, including volunteers, who provide child care services that are the responsibility of a Provider.
- 3.51. State – the State of Arizona and/or the Department.
- 3.52. Unit of Care – represented by a “D” (Full Day of Care is 6 hours or more) or an “L” (Part Day of Care is less than 6 hours but more than 14 minutes) on the AZCCATS Billing Document, Certificate of Authorization form, and the Verbal Notice of Eligibility form. 14 minutes or less is not a payable unit of care.

# Provider Registration Agreement

## Scope of Work



- 3.53. Verbal Notice of Eligibility – an oral notification from a Child Care Specialist to the Provider of the effective date of eligibility and the level of service approved by the Department for an ADES-eligible family.
- 3.54. 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 24-hour day.
- 4.2 Actual Service Description: The services under this agreement shall provide children and families child care services at the site of an ADES/CCA contracted Group Home or Child Care Facility.
- 4.3 Service Eligibility Requirements/Target Population: Eligible service providers include ADES/CCA contracted Group Homes or Child Care Facilities that provide child care assistance to eligible families 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 child care subsidies 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 CCDF programs and funding is the Department of Economic Security, Child Care Administration (CCA). The CCA provides child care assistance to 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 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. Provider Requirements

##### 5.1 General Requirements:

##### 5.1.1 Criminal Background Checks and Fingerprinting Requirements

5.1.1.1 ADES will conduct comprehensive criminal background checks 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:

- A. Any person who applies for a contract with this State and that person's employees;
- B. All employees of a contractor;
- C. Any person who owns, operates, is employed by, or substitutes for a child care provider;
- D. An independent contractor or subcontractor (collectively, "subcontractor") of a contractor and the subcontractor's employees;
- E. Prospective employees of the contractor or subcontractor at the request of the prospective employer;
- F. Volunteers; and

# Provider Registration Agreement

## Scope of Work



- G. Other agents whose activities involve the care or supervision of children or unsupervised access to children.
- 5.1.1.2. The Contractor shall ensure that all applicable individuals under this agreement shall obtain and maintain a valid Arizona Level One (1) 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.
- 5.1.1.3. The Department may conduct criminal background checks on all individuals under this section or request documentation from the Contractor or other state agencies to confirm compliance with licensing or certification requirements regarding criminal background checks, including fingerprint clearance card.
- 5.1.1.4. Federally recognized Indian tribes will submit and the Department shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as amended).
- 5.1.1.5. A criminal background check will include a search of all of the following in the State where the applicable individual resides and each State where the individual has resided within the past five (5) years:
- A. Criminal and sex offender registry;
  - B. Child abuse and neglect registry;
  - C. National Crime Information Center (run by the FBI);
  - D. FBI fingerprint check using Next Generation Identification; and,
  - E. National Sex Offender Registry.
- 5.1.1.6. Pursuant to A.R.S. § 46-811, the Department may conduct background checks pursuant to the requirements of the Child Care Development Block Grant Act of 2014 (P.L. 113-186) that are not included in the fingerprint clearance card process.
- 5.1.1.7. The Contractor shall submit a request to conduct a comprehensive criminal background check to the Department for each applicable individual under this section, at least once every (5) years, utilizing the process outlined on the Arizona Child Care Resource and Referral website: <http://www.azccrr.com/>
- 5.1.1.8. The Contractor shall pay for any costs required for the processing and administering of criminal background check applications, both in and out of State.
- 5.1.1.9. ADES shall conduct Central Registry background checks for all Provider staff 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.
- 5.1.1.10. For all individuals, before being employed or volunteering in a position that provides direct services to children under this contract, the individual shall certify through the completion and submittal of the Direct Service Position Certification Form CCA-1212A (Attachment 9) that:
- A. The person is not currently the subject of an investigation of child abuse or neglect in Arizona, or another state of jurisdiction; and
  - B. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 5.1.1.11. The completed forms are to be maintained as confidential.
- 5.1.1.12. A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients while under the supervision of a staff member or volunteer who has satisfied all of the criminal background check requirements

# Provider Registration Agreement

## Scope of Work



- 5.1.1.13. 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.
- 5.1.1.14. 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. The provider shall submit approval documentation from the board of fingerprinting to the compliance specialist by email to [CCAContracts@azdes.gov](mailto:CCAContracts@azdes.gov).

### 5.1.2. **Arizona Early Childhood Workforce Registry Participation**

- 5.1.2.1. Within 15 days of the effective contract date, the Provider administrator or director shall request and maintain administrative access to the Arizona Early Childhood Workforce Registry located at the following website: [www.azregistry.org](http://www.azregistry.org).
- 5.1.2.2. The Provider administrator or director shall create and maintain a current training profile of professional development for all provider staff on the Arizona Early Childhood Workforce Registry.
- 5.1.2.3. The Provider administrator or director shall ensure all training profiles of professional development are up to date and shall make updates to profiles within 15 days of hire and upon any change to status.

### 5.1.3. **Empower Program Participation**

- 5.1.3.1. Register for the Empower Program. Registration is accessible on the ADHS website at: [2021 ADHS Licensing Empower Program Registration Form Survey](#).
- 5.1.3.2. Complete the D.E.E.P. and Empower Program Overview and Acknowledgement Form (Attachment 4) and submit to the ADES Compliance Specialist.

## 5.2 Training Requirements

The Provider Shall:

### 5.2.1. ADES Health and Safety Training

- 5.2.1.1. 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).

Provider Type	Initial	Annual (every 12 months)
ADHS Licensed Centers	Within 90 days of staff beginning employment or contract execution date; whichever is later	18+ hours
ADHS Licensed Group Homes		12+ hours
Tribal and Military Child Care		12+ hours

- 5.2.1.2. In accordance with Arizona’s CCDF State Plan, the following training components must be met:
  - A. The Initial ADES Health and Safety Training which includes the following topics:

Initial ADES Health and Safety Training Topics	
prevention and control of infectious diseases	emergency preparedness
prevention of sudden infant death syndrome	handling and storing hazardous materials
administration of medication	appropriate precautions in transporting children

# Provider Registration Agreement

## Scope of Work



response to emergencies due to food and allergic reactions	First Aid and CPR
building and physical premises safety	compliance with child abuse reporting requirements
prevention of shaken baby syndrome and abusive head trauma	

B. The ADES Annual Ongoing Training must include two or more of the following topics:

Ongoing Training Topics	
strategies related to program administration, planning, development, or management	availability of community services and resources
nutrition (including age-appropriate feeding)	training that maintains and updates health and safety topics as described and identified in this Agreement
access to physical activity	social-emotional development and behavior models to support healthy practices in children birth through school-age
caring for children with special needs	child growth and development

C. Other training and postsecondary education coursework not pre-approved by ADES that meets the topic areas listed in this Agreement must be submitted to ADES for approval.

- 5.2.1.3. In addition to the training requirement in this Agreement, ADES reserves the right to require additional training in its sole discretion. Said training may be in face to face and/or computer-based format(s).
- 5.2.1.4. Pre-service and annual required training and postsecondary education coursework must be registered and tracked in the Arizona Early Childhood Workforce Registry located on the website: [www.azregistry.org](http://www.azregistry.org).
- 5.2.1.5. Other than as provided in Section 5.2.1.2 above, ADES may, but is not obligated to, provide training and technical assistance to the Provider in the completion of required forms and records, terms and conditions and policies and procedures governing this Agreement.
- 5.2.1.6. Notwithstanding the requirements in Section 5.2.1, the Provider is not relieved of full responsibility and accountability for the provision of services and performance according to this Agreement.
- 5.2.1.7. Other Training Requirements
  - A. 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 the 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, Expulsion Policy, Primary Caregiving, Social-Emotional Development of Children, Parental Engagement, Infant/Toddler Development, or other topic(s) identified by the ADES.
  - B. Provider shall ensure that all staff who are responsible for completing billing must successfully complete the DE5417 Basic Billing for CCA Providers computer-based

# Provider Registration Agreement

## Scope of Work



training through the Department's current training system. Instructions on how to Access the training are found on the TraCorp Instructions (Exhibit 1).

- C. Provider shall ensure that all staff who are responsible for writing and updating the Emergency Preparedness Plan shall successfully complete and provide proof of the Disaster Emergency Evacuation Preparedness (D.E.E.P.<sup>TM</sup>) online training completion that is accessible on the ADHS website located at: <http://azdhs.gov/documents/licensing/childcare-facilities/training/deep-online-training.pdf>, or an ADES approved Emergency Preparedness training. Provider shall reference Exhibit 2 for the written Emergency Preparedness Plan Guide.

### 5.3 Service Requirements:

The Provider Shall:

- 5.3.1 Not accept children for ADES reimbursed child care prior to the start date and after the stop date as indicated by the Department on the Certificate of Authorization from the ADES/CCA Eligibility Specialist or the Verbal Notice of Eligibility form CC-031 (Exhibit 6).
- 5.3.2 Complete the Verbal Notice of Eligibility form CC-031 (Exhibit 6) when receiving an oral authorization of services from the ADES/CCA Eligibility Specialist.
- 5.3.3 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:
- 5.3.3.1 Days and hours of operation.
  - 5.3.3.2 Holidays observed.
  - 5.3.3.3 Age range of children served.
  - 5.3.3.4 Current rates and the effective date of such rates and fees, including policies regarding payment of fees and late fees.
  - 5.3.3.5 Absence charges policy as referenced in section 5.7.
  - 5.3.3.6 Notification of access rights - if a Client is divorced or separated, or has a parenting agreement with one or more individuals, the Provider agrees to obtain specific instructions from the custodial Client regarding the other parent or named party or parties.
  - 5.3.3.7 Disaster Preparedness Plan.
  - 5.3.3.8 ADES Suspension and Expulsion Prevention Policy (CCA 1-01-01) and timeframes.
  - 5.3.3.9 Notification that Clients will be given a 15-day written notice prior to the effective date of any change in services, policies, Provider's email address, and rates.
- 5.3.4 Offer the same benefits, advantages, and discounts to ADES clients that are offered to non- ADES clients.
- 5.3.5 Not require Clients to utilize more child care hours or days than are needed.
- 5.3.6 Obtain from, and review with the client, the About Me Questionnaire CCA-1200A (Exhibit 3)
- 5.3.7 Complete a Provider/Parent/Guardian's Agreement for Child Care Charges Form CCA-0208A (Exhibit 4) for each child in care.
- 5.3.7.1 A new form shall be completed within 3 business days after receiving notice of a subsequent change in child care rates, Co-Payment amounts, and additional charges, or upon receipt of a new Certificate of Authorization for the child in care from the ADES/CCA Eligibility Specialist.
- 5.3.8 Make available to Clients and their families any resources that ADES provides to the Provider.

# Provider Registration Agreement

## Scope of Work



- 5.3.9 Provide Clients with a statement of charges and payment history, as requested by the Client.
- 5.3.10 Provide Clients with a copy or copies of a child’s sign-in/sign-out record or any related ADES information in accordance with the Confidentiality terms of this Agreement.
- 5.3.11 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 Employer Identification Number) to any Client who was provided child care services at the Provider’s facility.
- 5.3.12 Instruct Clients on proper ADES sign-in/sign-out procedures. Refer to Notice to All Families Enrolled at DES Child Care Facility CCA-1216A (Exhibit 8).
- 5.3.13 Provide Clients a 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 Provider’s facility number or capacity.
- 5.3.14 Notify an ADES Compliance Specialist in writing at least 30 days prior to any rate change by submitting a new Child Care Provider Rate Agreement CC-214 (Attachment 5) or by completing the electronic online Arizona Child Care Provider Rate Agreement (<https://www.cognitofrms.com/AZCCA1/arizonachildcareproviderrateagreement>).

### 5.4 Group Size Requirements:

- 5.4.1 In accordance with Federal rule 45 CFR 98.41(d)(1), under the Child Care and Development Fund (CCDF), the Provider shall not exceed the following Group Size Maximum Standards and parameters:

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

- 5.4.2 In accordance with Arizona Administrative Code (A.A.C.) R9-5-404, ADHS ratios and licensed capacity may not be exceeded.
- 5.4.3 A child shall be assigned a Primary Caregiver upon enrollment. This caregiver is responsible for the majority of the child’s care and interactions throughout the day and ensuring needs such as diaper changing, feeding, etc. Children should always be given the opportunity to make autonomous choices of activity and their level of participation within that setting. In accordance with Arizona Administrative Code (A.A.C.) R9-5-404, ADHS regulations for supervision while transitioning between activities must be maintained at all times.
  - 5.4.3.1 Evidence of primary caregiving may be shown in alternate schedules, separate group rosters and classroom postings. Primary caregiving is a program practice and must be described in a written policy. All staff members, regardless of primary caregiver assignments, are responsible for the health, safety and well-being of all children in the child care setting.

# Provider Registration Agreement

## Scope of Work



### 5.5 Children with Special Needs Requirements:

5.5.1 Licensed Child Care Facilities and certified Group Homes will receive an enhanced rate over the basic rate for providing high quality inclusive child care to children with disabilities who meet the following ADES/CCA family eligibility requirements for child care subsidy:

5.5.1.1 The Provider shall possess an ADES accepted national child care accreditation or a Quality First Star Rating of Three (3), Four (4) or Five (5) stars throughout the time that the enhanced rate is received.

A. ADES accepted Accreditation Agencies are identified on Exhibit 5, as may be amended.

5.5.1.2 A child with special needs must have a documented disability as follows:

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

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

C. A child over the age of three who is eligible for the Division of Developmental Disabilities (as identified at [des.az.gov/services/disabilities/developmental-disabilities](http://des.az.gov/services/disabilities/developmental-disabilities)) and has an Individualized Support Plan (ISP); or,

D. 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](http://www2.ed.gov/about/offices/list/ocr/504faq.html)); or,

E. A child under the age of 13 with a diagnosis by a licensed physician, certified psychologist or a certified behavioral health specialist with a physical, cognitive and/or a psychosocial condition that substantially limits the child's ability to perform age-appropriate activities; or,

F. Others, as approved by ADES; and

5.5.1.3 No more than 10% of the Provider's licensed capacity can be children with disabilities.

### 5.6 Enhanced Rates Requirements:

5.6.1 In order to be eligible for an enhanced rate the Provider must meet and maintain the following criteria:

5.6.1.1 The Provider must either possess a Three (3), Four (4) or Five (5) Star Quality First Star Rating issued by First Things First or, be accredited by an ADES accepted Accreditation Agency (Exhibit 5). The Provider must furnish ADES with the corresponding documentation of qualification(s), only getting the basic rate plus a percentage of the basic rate, and not paid twice as listed on the CCA-1227A Maximum Reimbursement Form.

5.6.1.2 ADES will review the Providers' First Things First Quality First Star Rating only twice annually, on April 1st and on October 1st. The Providers' star rating at the review will be used to determine the enhanced rate status for the following six (6) months.

### 5.7 Paid Absences Requirements:

5.7.1 The Provider may claim and will 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:

5.7.1.1 The facility is open for business;

5.7.1.2 The child would normally be in care on the absent day;

## Provider Registration Agreement

### Scope of Work



- 5.7.1.3 There are units of care remaining in the authorization;
  - 5.7.1.4 Only the units that would have been used on the absent day will be claimed (for example, the Provider may claim only a Part Day (“L”) if a school-age child is absent on a school day);
  - 5.7.1.5 The Provider charges all families (Clients and non-Clients) the Co-Payment for absences and advises all families in writing that payment is required for all absent days;
  - 5.7.1.6 The child is currently enrolled and received ADES subsidized care at the Provider’s facility at least one day during the service month in which the paid absence is claimed;
  - 5.7.1.7 Claimed absences are indicated on the sign-in/sign-out record, or approved substitute record with a notation of “PA” or “Paid Absence” if the Provider is approved to use a computerized attendance tracking system;
  - 5.7.1.8 The date of the paid absence is clearly indicated in the non-shaded area of the billing form, under the name of the child; and
  - 5.7.1.9 The number of paid absences is included in the total amount of units billed when completing the billing document;
- 5.7.2 The Provider shall not claim a paid absence when the Provider failed to have proper documentation of the sign-in/sign-out record, approved substitute record, or approved computerized attendance tracking system.
- 5.7.3 The Provider shall not claim a paid absence prior to the start date or after the stop date as indicated in the Certificate of Authorization.
- 5.7.4 The Provider shall not file a supplemental bill to capture absent days not previously claimed in prior service months.
- 5.7.5 The Client is responsible to pay the Provider directly for any absent day Co-Payment.
- 5.7.6 ADES will not pay for child care for school age children during the hours a Public School is in session. If a child is expelled or suspended from school, ADES may (with written verification from the school) authorize and pay for child care during school hours.
- 5.7.7 The Provider shall not claim more than the maximum number of units authorized for the billing month by ADES. Claims in excess will not be paid.
- 5.7.8 The Provider shall not claim units not used if a Client uses less than the maximum number of units authorized.
- 5.7.9 The Provider shall not claim or be paid by the Department for additional charges in excess of the rates indicated on the Arizona Child Care Provider Rate Agreement CC-214. Clients are responsible for payment of additional charges.
- 5.8 Expulsion and Suspension Prevention Requirements:
- 5.8.1 Federal rule, under the Child Care and Development Fund (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.

# Provider Registration Agreement

## Scope of Work



5.8.2 The Provider shall adhere to all requirements of the ADES Suspension and Expulsion Prevention Policy (CCA 1-01-01), as may be amended.

### 5.9 Health and Safety Requirements

5.9.1 The Provider agrees to comply with all ADHS License/Certification requirements. The Provider shall comply with Tribal Health Services Environmental Health Survey, Military Standards, or any other applicable local, state or tribal laws, rules and regulations. If the Provider operates on Tribal Lands or on a Military Installation, the Provider agrees to furnish ADES with a copy of the current applicable regulations pertaining to child care on the Tribal Land or Military Installation.

5.9.2 If any changes in the Provider's license occur, the Provider shall notify ADES and furnish ADES with a copy of the Provider's new ADHS license, Tribal Health Services Environmental Health Survey, Military Standards or other verification of compliance with applicable local, state or tribal laws, rules and regulations within 15 days of receipt from the regulating agency.

### 5.10 Reporting Serious Injuries and Deaths

5.10.1 The Provider agrees to report all serious injuries and deaths as defined above, to the CCA Compliance Specialist Unit, within one (1) business day.

### 5.11 Child Abuse Mandated Reporting Requirement

5.11.1 In accordance with A.R.S. §13-3620, the Provider agrees to comply with mandated reporting of child abuse or neglect.

### 5.12 Child Care Resource & Referral (CCR&R)

5.12.1 The Provider agrees to

5.12.1.1 Obtain and maintain a listing in the CCR&R provider database and on the statewide consumer education website to receive training information and child care referrals.

5.12.1.2 Cooperate with CCR&R by providing current business operational information upon listing.

5.12.1.3 Contact ADES within five (5) business days of any changes to the Provider's business operational information which include business hours, days or times, rates, contact information.

5.12.2 The Provider may contact CCR&R via the Child Care Information line at 1.800.308.9000, or email at [childcareinfo@cfraz.org](mailto:childcareinfo@cfraz.org), or via the "Contact Us" form on the website [www.azccrr.com](http://www.azccrr.com).

5.12.3 Additionally, a CCR&R Specialist will contact the Provider at least twice a year to update the Provider's listing to ensure program information is accurate and up-to-date.

### 5.13 Administrative Requirements

5.13.1 Email Address

5.13.1.1 The Provider shall acquire and maintain a current email address which is readily available to ADES and the Provider's clients.

5.13.1.2 This email will be the main form of communication between the Provider and the Department.

# Provider Registration Agreement

## Scope of Work



### 5.14 Required Documentation

- 5.14.1 Complete and submit the following forms (found under the “Providers” drop down menu at <https://des.az.gov/services/child-and-family/child-care>) to ADES via online application, and submit updated copies of the forms if any changes occur:
  - 5.14.1.1 Arizona Child Care Provider Rate Agreement CC-214 (Attachment 5);
  - 5.14.1.2 Provider’s Child Care Operational Information Form CC-100 (Attachment 6);
  - 5.14.1.3 State of Arizona Substitute W-9 (Attachment 7) with a valid IRS Tax Identification Number for the Provider, or Social Security number if the Provider is an individual;
  - 5.14.1.4 Direct Deposit Enrollment form CCA-1140A (Attachment 8).
  
- 5.14.2 Provide copies of the following documents to ADES:
  - 5.14.2.1 Provider’s license to operate issued by an appropriate regulatory agency;
  - 5.14.2.2 All documentation given to clients upon enrollment and thereafter, including but not limited to: Provider’s policies (including expulsion and suspension prevention), ages served, rates, hours, days of operation, holidays observed, etc.;
  - 5.14.2.3 The Sign-In/Sign-Out Record form the Provider intends to use;
  - 5.14.2.4 National Accreditation certificate and/or of the Quality First Three (3), Four (4) or Five (5) Star Rating approval issued by First Things First, as applicable;
  - 5.14.2.5 Copy of the certificate of completion for the computer-based training, DE5417 Basic Billing for CCA Providers;
  - 5.14.2.6 Provider’s Emergency Preparedness Plan;
  - 5.14.2.7 Provider’s Certificate of Liability Insurance (ACORD form) in accordance with the Special Terms and Conditions.

### 5.15 Records and Record Retention

The Provider shall establish and maintain a records file for each child in accordance with the record retention policies of this Agreement. Electronic files are acceptable.

- 5.15.1 The file shall contain the following:
  - 5.15.1.1 Certificate of Authorization for each child;
  - 5.15.1.2 Child Care Provider Rate Agreement form CC-214;
  - 5.15.1.3 Provider/Parent/Guardian’s Agreement for Child Care Charges Form for all DES families CCA-0208A (Exhibit 4);
  - 5.15.1.4 Unpaid Co-Payment Worksheet Form CCA-1021A (Exhibit 7);
  - 5.15.1.5 Original Sign-In/Sign-Out Attendance Records or ADES approved computerized attendance tracking system Records;
  - 5.15.1.6 All Electronically Signed Records in accordance with A.R.S. § 44-7012;
  - 5.15.1.7 Acknowledgment Form (CCA-1272A);
  - 5.15.1.8 Service Consent Form (CCA-1271A);
  - 5.15.1.9 Preschool Suspension and Expulsion Prevention Support for Families (CCA-1275A);
  - 5.15.1.10 Action Plan (CCA-1276A);
  - 5.15.1.11 About Me Questionnaire (CCA-1200A);
  - 5.15.1.12 Sample Child Care Provider Expulsion Prevention Policy (CCA-1277A);

## Provider Registration Agreement

### Scope of Work



5.15.1.13 Any additional forms or documentation required by ADES.

5.15.2 The Provider shall establish and maintain a records file for all administrative forms relating to this agreement including, but not limited to:

5.15.2.1 A signed copy of this Agreement and all Amendments;

5.15.2.2 All claim and billing records;

5.15.2.3 Any additional forms or documentation required by ADES.

5.15.3 All ADES required or alternative approved records for the six (6) most recent months shall be retained on site and immediately available for viewing.

5.15.4 All records or alternative approved records older than six (6) months may be stored off site; however, they shall be made available within five (5) business days upon request by ADES.

5.15.5 If records are lost, damaged, or stolen the Provider shall notify the CCA Compliance Specialist, via electronic mail (e-mail), within 24 hours. 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.

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

#### 5.16 Record Keeping Requirements

The Provider shall educate clients on the importance of sign in and out procedures for proper payment reimbursement and child safety within the attendance method chosen. Refer to Notice to All Families Enrolled at DES Child Care Facility CCA-1216A (Exhibit 8)

##### 5.16.1 Sign-In/Sign-Out Record format

5.16.1.1 For all enrolled children, the Provider shall use one of the following:

- A. Sign-In/Sign-Out Record Form CC-0218A (Exhibit 9) provided by ADES; or,
- B. With ADES prior written approval, the Provider may design an alternative method of attendance record that can be reviewed and approved by the Department. An alternative record shall be legible when copied and measure 8-1/2" x 11". The effective date of the approved alternative method of attendance will be the first day of the following month when the change is approved by ADES; or,
  1. With ADES prior written approval, the Provider may use an alternative electronic attendance record that can be reviewed and approved by the Department such as a computerized attendance tracking system, biometric, digital fingerprint recognition, or facial recognition system.
  2. Records maintained in an approved alternative format shall be signed and dated electronically or in ink on a monthly basis by the Client, or an individual identified on the Emergency Card.
- C. If the computerized tracking system has the capability for electronic signature that acknowledges both the Client and Provider Penalty Warning Statements in section 5.16.3, ADES will accept the electronic signature.

# Provider Registration Agreement

## Scope of Work



- D. If a system issue is identified the provider needs to contact ADES and provide written notice to [CCACONTRACTS@AZDES.GOV](mailto:CCACONTRACTS@AZDES.GOV). The Provider is required to use the (CC-0218A) during the specified system issue.
  - 5.16.1.2 Time clocks, time cards, and child rosters shall not be permitted as an alternative method.
  - 5.16.1.3 Providers shall not make changes or edit sign in and out record time entries.
  - 5.16.1.4 Paid Absence(s) shall be identified on the record by adding the Paid Absence Date(s) and indicate if the Paid Absence(s) claim is a “D” or “L” Unit of Care.
  - A. If the Provider is using an electronic alternative method of attendance tracking then the Provider is allowed to add electronic notes to the file to include: Paid Absence Date(s) and indicate if the Paid Absence(s) claim is a “D” or “L” unit.
- 5.16.2 A staff member may sign a child in or out of a facility only when accepting or releasing a child transported to or from school
- 5.16.3 All daily attendance verification records shall include the following statements:
- 5.16.3.1 Penalty Warning: By signing this document the parent, guardian, or other authorized person verifies, under penalty of perjury, that the times recorded are the actual times the child was in attendance; and,
  - 5.16.3.2 Penalty Warning: The submission of billing claim forms for the child named on this record constitutes verification by the Provider, under penalty of perjury, that this document is a true and accurate record of signatures, dates, and time of service.
- 5.16.4 The Provider agrees to maintain original sign-in/sign-out records in accordance with the following requirements:
- 5.16.4.1 The Provider agrees not to directly or indirectly identify a child as receiving ADES subsidies. The Provider shall use the ADES sign in and out record or alternative ADES approved record for all children regardless of whether they receive ADES subsidies;
  - 5.16.4.2 An individual sign-in/sign-out record shall be completed for each child enrolled. Each record shall contain the Provider’s business name, name of the child, Client’s name, and the month and year in which care was provided;
  - 5.16.4.3 All time entries, including corrections, on the sign-in/sign-out record shall be legible and in ink (unless approved to utilize an alternative method of daily attendance verification);
  - 5.16.4.4 Signature entries shall be in ink and be the legal signature of the person completing the entry. Signatures made in pencil, crayon, etc. will not be accepted. ADES has the right to request a driver's license or State issued identification card to verify legal signatures.
    - A. Electronic signatures are permissible if they meet all of the following requirements:
      - 1. Provider use of electronic signatures must be pre-approved in writing by the Department; and
      - 2. An electronic signature shall be unique to the person using it, shall be capable of reliable verification and shall be linked to a record in a manner so that if the record is changed the electronic signature is invalidated.
    - B. The sign-in/sign-out record shall indicate accurate dates and the precise times (including hour and minutes) a child is in the Provider’s care;
    - C. Time entries are to be completed at the time the child arrives or leaves the facility and only by the person who signs the child in or out of the facility;

# Provider Registration Agreement

## Scope of Work



- D. If the Provider's facility is open for 12 or more hours, the sign-in/sign-out record shall specify a.m. or p.m., or the use of military time, for each time entry;
- E. Except as provided in Subsection 5.16.4.4(H) below, only the Client, Provider, or an individual authorized in writing by the Client on the child's Emergency Card shall sign the child in and out of the facility. The Client shall confirm on a daily basis the truth and accuracy of all entries recorded;
- F. If the Client gives written authorization to a minor child 13 years of age or older to sign a sibling in or out, the Client shall countersign on a monthly basis by initialing each entry the minor has recorded on the sign-in/sign-out record;
- G. A Client may not give authorization to an individual less than the age of 13 to sign a child in or out of the facility;
- H. Provider staff may sign the child in/out of the facility only when accepting or releasing the child to or from a school;
- I. The Provider shall confirm on a daily basis the truth and accuracy of all entries recorded;
- J. All recorded entries may only be corrected by the individual who originally completed the record, and that person shall correct all errors by a single strike through, initial, and write the correction;
- K. The use of arrows, ditto or quotation marks to correct where a signature and/or time entry is supposed to go is not allowed;
- L. White out or the use of correction tape on the records is prohibited; and,
- M. Pre-signing of the sign-in/sign-out record is prohibited.

### 5.17 Insurance Requirements

- 5.17.1 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.
- 5.17.2 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.

### 5.18 Minimum Scope and Limits of Insurance

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

#### 5.18.1 Commercial General Liability (CGL) – Occurrence Form

The 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

# Provider Registration Agreement

## Scope of Work



Damage to Rented Premises	\$ 50,000
Each Occurrence	\$1,000,000
Sexual Abuse and Molestation (SAM)	\$ 500,000

- 5.18.1.1 The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. 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.
- 5.18.1.2 Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
- 5.18.1.3 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 Contractor.
- 5.18.1.4 The 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.

### 5.18.2 Business Automobile Liability

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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- 5.18.2.1 The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- 5.18.2.2 The 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.
- 5.18.2.3 The 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.
- 5.18.2.4 This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-902, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

### 5.19 Additional Insurance Requirements

# Provider Registration Agreement

## Scope of Work



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

5.19.1 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).

5.19.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

### 5.20 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, emailed, hand delivered or sent by facsimile transmission to ADES Child Care Administration, P. O. Box 6123 – Mail Drop 5474, Phoenix, AZ 85007

### 5.21 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.

### 5.22 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.

5.22.1 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.

5.22.2 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 of contract.

5.22.3 All certificates required by this Contract shall be sent directly to the 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.

### 5.23 Approval and Modifications

# Provider Registration Agreement

## Scope of Work



The State 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.

### 5.24 Performance Reviews/ Compliance Monitoring

5.24.1 ADES may conduct compliance reviews to monitor the Provider's performance and adherence to the terms of this Agreement.

5.24.2 During a contract compliance review, the Provider agrees to:

5.24.2.1 Cooperate with ADES;

5.24.2.2 Provide original sign-in/sign-out records and any additional forms or documentation required by ADES pursuant to record-keeping requirements stated in this Agreement;

5.24.2.3 Review findings with a Compliance Specialist;

5.24.2.4 If required, complete and submit a Corrective Action Plan within the time frame requested by the Department;

5.24.2.5 Assist in the repayment and collection of audit exceptions to ADES if applicable; and,

5.24.2.6 Grant ADES personnel access to all areas of the Provider's facility.

5.24.3 The Department reserves the right to publish requirements under this contract including but not limited to: monitoring reports, training compliance reports, etc.

### 5.25 Investigations

5.25.1 The Provider shall 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, reports, or other information indicating possible violations of law or this Agreement, searches, interviews, questioning evidence collection and preservation and various methods of examination.

### 5.26 Audit Exceptions

5.26.1 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.

5.26.2 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 pass-through penalties (if assessed against ADES) to include applicable interest.

## 6. Reporting Requirements/Notices/Communication

6.1 The Provider shall 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

# Provider Registration Agreement

## Scope of Work



Child Care Administration  
P. O. Box 6123 – Mail Drop 5474  
Phoenix, AZ 85007  
Email [CCAContracts@azdes.gov](mailto:CCAContracts@azdes.gov)

- 6.2 The Provider shall provide a written notice within 15 days of any updates or changes to any e-mail address, phone number, direct deposit, ownership or management, changes in SSN or Taxpayer Identification Number, liability insurance, change of ownership, change of corporation, daily attendance verification, sign in and out attendance records (or approved alternative records), or assigned billing individual changes.
- 6.2.1 The individual who completes the ADES billing must take the billing training referenced in section 5.2.1.7.
- 6.3 Provider shall direct all inquiries relating to Client eligibility, including Co-Payment requirements, fee level assignments, start and end dates, Certificate of Authorizations, and authorized units of service to the Provider’s assigned Child Care Specialist;
- 6.4 Provider shall all inquiries relating to Payment Processing to the ADES Payment Processing Unit at [ccapaymentprocessing@azdes.gov](mailto:ccapaymentprocessing@azdes.gov) ;
- 6.5 Verification of Insurance:
- 6.5.1 A current and valid ACORD Certificate of Liability Insurance with endorsements, as required in the Special Terms and Conditions, shall be submitted to the following location no later than ten (10) days after the renewal of the existing policy. The Provider shall not allow the insurance policy to expire.
- By email:  
[CCAContracts@azdes.gov](mailto:CCAContracts@azdes.gov)
- Or by Mail:  
Arizona Department of Economic Security  
Child Care Administration  
P. O. Box 6123 – Mail Drop 5474  
Phoenix, AZ 85007  
Email [CCAContracts@azdes.gov](mailto:CCAContracts@azdes.gov)
- 6.6 Changes to Reports
- 6.6.1 The Department reserves the right to require the Provider to submit additional or revised reports related to the service provision and contract performance.
- 6.6.2 The Department may, at its discretion, change reporting requirements, methods, and/or formats during the contract.
- 6.6.3 The Provider will be notified in writing about any change in reporting forms and is responsible for implementing the revised/new reporting forms.

## 7. Payment

- 7.1 Direct Deposit
- 7.1.1 The Provider agrees to accept payment for child care services by electronic warrants transfer. The electronic warrants transfer shall be made in the form of a direct deposit of funds to the account of the Provider, unless otherwise stipulated with the approval of the Department. Direct deposits may be made to any financial

# Provider Registration Agreement

## Scope of Work



institution equipped for electronic fund transfers, provided that such financial institution is designated on the ADES Direct Deposit Enrollment form CCA-1140A (Attachment 8).

### 7.2 Claims for Payment

In accordance with the federal CCDF State Plan, states must conduct a Market Rate Survey every three years. ADES establishes its market rate survey to determine the maximum reimbursement rates for child care. ADES will reimburse Providers according to the established ADES Reimbursement Rates for child care services provided to Clients. ADES has 21 days to issue payment, upon receipt of a properly completed AZCCATS billing document. ADES will not pay for original or supplemental billing claims received by ADES more than nine months after the date of service for which the payment is claimed.

The Provider Shall:

- 7.2.1 Accept the Reimbursement Rates established by ADES as reflected on the Child Care Provider Rate Agreement CC-214 (Attachment 5) or form link submission: <https://www.cognitofrms.com/AZCCA1/arizonachildcareproviderrateagreement>
- 7.2.2 Charge the Client the Co-Payment for child care services. The client is responsible for any additional charges not covered by ADES, ADES will not reimburse Providers for any charges in excess of the accepted Reimbursement Rates.
- 7.2.3 Not bill ADES for services covered by other grants, contracts, or payments.
- 7.2.4 Not bill ADES when the facility is closed.
- 7.2.5 Only bill ADES for services authorized on a Certificate of Authorization where service was actually provided to a Client.
- 7.2.6 Use the billing form furnished by ADES, as follows:
  - 7.2.6.1 Sign and date each page of the billing form, any supplements, and addendums to AZCCATS billing forms.
  - 7.2.6.2 Enter in the "Units" column, for both Full Day (D) and Part Day (L), the number of units of service actually delivered, including any applicable paid absence(s) (PA), even if the number is the same as the preprinted number appearing on the billing form.
  - 7.2.6.3 Only claim one unit of care for each child within a 24-hour period of time.
  - 7.2.6.4 Type all entries on the form or write them legibly in ink.
  - 7.2.6.5 Indicate any discounts in the "discount" column on the billing form.
  - 7.2.6.6 Discounts should be applied and subtracted from the ADES reimbursement.
- 7.2.7 Submit the original billing form, including supplements and addendums, to ADES:
  - 7.2.7.1 By email as a single scanned PDF document to [CCAPaymentProcessing@azdes.gov](mailto:CCAPaymentProcessing@azdes.gov); or
  - 7.2.7.2 By fax to 602-542-2426
- 7.2.8 Submit monthly claims for payment to ADES within 21 days after the service month in which services are provided.

## Provider Registration Agreement

### Scope of Work



- 7.2.9 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 prescribed in the provider/child ratio established by law or this Agreement. Failure to maintain provider/child ratio requirements shall constitute a material breach upon which ADES may immediately suspend new authorizations or terminate this Agreement.
- 7.2.10 Not claim reimbursement or charge Clients for services during any period in which the Provider's license/certification is not valid. Failure to maintain Provider license/certification shall constitute a material breach upon which ADES may immediately terminate this Agreement.
- 7.3 Co-Payment Arrears:
- 7.3.1 In accordance with A.A.C. R6-5-4915, ADES may notify a Client with an unpaid Co-Payment two or more weeks in arrears that the Client is no longer eligible for child care assistance.
- 7.3.2 The Provider shall:
- 7.3.2.1 Submit an Unpaid Co-Payment Worksheet CCA-1021A form (Exhibit 7) to the Client's Child Care Specialist;
- 7.3.2.2 Submit a current, completed and signed Provider/Parent/Guardian's Agreement for Child Care Charges CCA-0208A form (Exhibit 4) with the Unpaid Co-Payment Worksheet CCA-1021A (Exhibit 7);
- 7.3.2.3 Verify with the Client's Child Care Specialist for each child for the period of time in question:
- A. The amount of Co-Payment owed by the Client;
  - B. The total amount of any payments the Client has made on the outstanding Co- Payment balance; and,
  - C. The amount of additional charges owed by the Client.
- 7.3.3 The Provider shall not submit any portion of the outstanding Co-Payment balance that accrued more than 180 days prior to the date of ADES receipt of the Unpaid Co-Payment Worksheet CCA-1021A (Exhibit 7).
- 7.3.4 Any payment received from the parent or responsible person after submitting the completed Unpaid Co-Payment Worksheet CCA-1021A (Exhibit 7) to ADES shall be applied first to the outstanding Co-Payment balance, before being applied to any outstanding additional charges.
- 7.3.5 The Provider shall verify with the child's Child Care Specialist if satisfactory arrangements have been made with the Client to pay the unpaid Co-Payment and when all unpaid Co-Payment arrears have been paid.
- 7.3.6 Non-compliance with the claims for payment requirements specified in this Section may result in audit exceptions. 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.
- 7.4 Payment Recoupment
- 7.4.1 The Provider shall reimburse the Department upon demand. The Department, in its discretion, may instead deduct from future payments any amounts received by the Provider from the Department for any amounts:

# Provider Registration Agreement

## Scope of Work



- 7.4.1.1 paid by the Provider to a subcontractor not authorized in writing by the Department;
- 7.4.1.2 paid for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 7.4.1.3 paid directly or indirectly to an individual or organization not in accordance with the “Substantial Interest” section of these terms and conditions;
- 7.4.1.4 for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 7.4.1.5 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;
- 7.4.1.6 received by the Provider from the Department which are identified as a financial audit exception;
- 7.4.1.7 in excess of the Contract or service reimbursement ceiling;
- 7.4.1.8 for services rendered before the effective Contract date or after the Contract termination date.
- 7.4.1.9 paid for a time when the Provider’s facility was closed;
- 7.4.1.10 paid for during the time where a change of ownership occurred without notifying the Department;
- 7.4.1.11 paid for during the time the Provider did not maintain adequate liability insurance;
- 7.4.1.12 paid for 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;
- 7.4.1.13 paid for 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;
- 7.4.1.14 the Provider is assessed by ADES for interest or as an audit exception.

### 7.5 One Time Reimbursement Rate Revision Adjustment

- 7.5.1 ADES will issue a one time payment for the Reimbursement Rate variance for the period from July 1, 2021 to September 30, 2021.
- 7.5.2 The one time payment will be calculated based on the approved billings from July 1, 2021 to September 30, 2021.
  - 7.5.2.1 For the one time payment calculation, ADES will only consider approved billings that have been received by ADES by November 1, 2021.
  - 7.5.2.2 Billings for the period from July 1, 2021 to September 30, 2021 that are received after November 1, 2021 shall not be considered as part of the calculation.
- 7.5.3 ADES will issue payment by November 30, 2021.

## 8. Suspension and Termination

### 8.1 Suspension of Authorizations

- 8.1.1 The Department may suspend authorization of additional children if the Provider is:
  - 8.1.1.1 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; or,
  - 8.1.1.2 In violation of lawful child care ratios; or,
  - 8.1.1.3 In violation of the requirements of this Agreement.
- 8.1.2 The Department may suspend any authorization, at any time, if the Department has reason to suspect that the health or welfare or safety of service recipients may be endangered.

# Provider Registration Agreement

## Scope of Work



### 8.2 Termination for Any Reason

8.2.1 In the event of termination or suspension of the Provider by the Department, such termination or suspension shall not affect the obligation of the Provider to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Provider's performance of this Agreement and for which the Provider would otherwise be liable under this Agreement. 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.

8.2.2 In the event of early termination for any reason, any funds advanced to the Provider shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the Agreement, whichever is earlier.

### 8.3 Termination for Default

8.3.1 The Department may immediately terminate this Agreement if the Department determines that the health or welfare or safety of service recipients is endangered.

### 8.4 Termination by The Child and Adult Care Food Program for Fraud

8.4.1 If the Provider is the subject of a "Dropped for Cause" or "Termination" for fraud by the Department of Education Child and Adult Food Program (CACFP), ADES may immediately terminate this Agreement. If the ADES terminates this Agreement under this subsection, the Provider shall not be reimbursed for any services delivered subsequent to the date of termination with the CACFP. If ADES has already reimbursed the Provider for services after the date of CACFP termination, the Provider shall promptly reimburse ADES for such payments.

### 8.5 Termination for Failure to Maintain Licensing Standards

8.5.1 ADES may terminate this Agreement if the Provider's license, certificate, approval or permit to provide child care services has expired or is terminated, denied, suspended, revoked or temporarily closed.

8.5.2 Termination of this Agreement shall coincide with the last date on which a valid license, certificate, approval, or permit was in effect. Such termination may be retroactive, in which case, ADES will not reimburse the Provider for any services delivered subsequent to the actual termination and shall be entitled to recoup any amount paid to the Provider for such services.

### 8.6 Effect of Termination for Default

8.6.1 The termination of this Agreement for default applies to the Provider and the officers, directors, members, or partners of the Provider (collectively, "Principals"). In addition, these Principals, as well as employees of the Provider who engaged in the behavior that led to the default or who failed to comply with any provisions of this Agreement, may be disqualified from future participation as a contracted child care provider.

## Provider Registration Agreement

### Scope of Work



8.6.2 ADES may also choose not to contract with any Provider that has any employment relationship with the Provider Principals, their family members, or employees, or if any of them or any entities in which any of the Provider Principals have any interest, has an interest in, ownership, or control of the new provider.

8.6.3 The Department will consider the degree of the relationship with the Provider and the Provider Principals of a family member, employee, business associate, or business entity in determining whether to refuse to contract with a Provider.

#### 8.7 Continuation of Performance Through Termination.

8.7.1 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.

### 9. Written Amendments to This Agreement

9.1 Except as provided in Section 5.1 of the Uniform Terms and Conditions, this Agreement shall be modified only through a written amendment signed by the Provider and ADES.

9.2 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 Provider shall sign and return the amendment within ten (10) business days from the date of receipt. Failure to return the amendment within the 10-day period may result in termination of the agreement.

9.3 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 work or materials, the revision of payment terms, or the substitution of work or materials, 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.

9.4 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.

## Exhibits



### Exhibit 1 – Tracorp Instructions

## Account Set-Up in TraCorp

**New DES Non-State Employees**, such as volunteers, vendors, and contractors, will need to create an account in TraCorp to access this training.

You will need to contact **DES Training Solutions at 602-542-3782 or by email at [DESTrainingSolutions@azdes.gov](mailto:DESTrainingSolutions@azdes.gov)**. The DES Training Solutions Team will give you instructions and provide you with an **access code** to create your new account.

All existing contractor accounts in TraCorp have been converted to their new account number in TraCorp and users should have received an email notification confirming the account transition to the new account number and a new password for the account.

**Remember you are not a DES employee but you are a contractor with DES Child Care Administration.** The web site for this system is: <https://adoa.server.tracorp.com> and the online class is:

### **DE5417 “Basic Billing for CCA Providers”**

When you have completed the training, **you must pass with 80%** and will need to **print an “Activity Report” or a “Transcript”** which will be verification that you have completed and passed with 80% or higher. The Activity report or transcript will need to be submitted with your new Provider Registration Agreement packet.

**For assistance please call the DES Training Solutions at: (602) 542-3782 press option 3 (DERS and Child Care) or email at [DESTrainingSolutions@azdes.gov](mailto:DESTrainingSolutions@azdes.gov).**

## Exhibits



### Exhibit 2 – Disaster Emergency Evacuation Preparedness Plan

#### Requirement

You'll be required to provide a Disaster Preparedness Plan to ADES with your Renewal/New Contract. Please visit the Arizona Department of Health Services website: <https://www.azdhs.gov/documents/licensing/childcare-facilities/training/deep-online-training.pdf> for more information.

The areas being targeted as standards include:



#### Evacuation

**A plan for evacuating children in care:**

Developing and maintaining a written emergency plan specifically policies & procedures which prepare, train and require practice to ensure health, safety and welfare (shelter-in-place, lockdown and shelter-out), including maintaining (specific) information which will protect children and staff during emergencies.

#### Reunification

A plan unifying children and their families throughout a disaster: Developing and implementing plans, procedures and back-up plans that include ways to globally communicate with children and staff's family and community agencies before, during and after an emergency.

#### Special Needs

A plan with focus on children and staff that may have special needs or chronic medical issues and requirements (such as transportation, food, etc.) before, during and after an emergency.

#### Recovery

A plan of action for recovery that includes the protection information and assets to allow for a continuum of care for children and families.

## Exhibits



### Exhibit 3 – About Me Questionnaire

See attached PDF document labeled Exhibit 3 – About Me Questionnaire - English and Spanish

## Exhibits



### **Exhibit 4 – Provider/Parent/Guardian’s Agreement for Child Care Charges**

**See attached PDF document labeled Exhibit 4 – Provider/Parent/Guardian’s Agreement for Child Care Charges - English and Spanish**

## Exhibits



### **Exhibit 5 – DES Accepted Accreditation Agencies for Centers**

**See attached PDF document labeled Exhibit 5 – DES Accepted Accreditation Agencies for Centers**

## Exhibits



### Exhibit 6 – Verbal Notice of Eligibility

See attached PDF document labeled Exhibit 6 – Verbal Notice of Eligibility

## Exhibits



### Exhibit 7 – Unpaid Co-Payment Worksheet

See attached PDF document labeled Exhibit 7 – Unpaid Co-Payment Worksheet – English and Spanish

## Exhibits



### **Exhibit 8 – Notice to All Families Enrolled At DES Child Care Facility**

**See attached PDF document labeled Exhibit 8 – Notice to All Families Enrolled At DES Child Care Facility**

## Exhibits



### Exhibit 9 – Sign-In/Sign-Out Record

See attached PDF document labeled Exhibit 9 – Sign-In/Sign-Out Record – English and Spanish

## Special Terms and Conditions



### Special Terms and Conditions

#### 1. Additional Definitions of Terms.

- 1.1 *“Award Date”* The date the 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 Award or Signature Page.
- 1.2 *“Department”* The Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.3 *“Effective Date”* The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- 1.4 *“May”* Indicates something that is not mandatory but permissible.
- 1.5 *“Shall, Must”* Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.6 *“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.

#### 2. Assignment

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

##### 2.1 Merger, Reorganization or Change of Ownership

- 2.1.1 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 the Contract documented by a Contract Amendment. The Department may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or the Department determines that the change in ownership is not in the best interests of the State.
- 2.1.2 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.
- 2.1.3 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. Audit

## Special Terms and Conditions



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

- 3.1 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 the Contract, except for records subject to the Health Insurance Portability & Accountability Act which shall be retained for six (6) years. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

#### **4. Certification Regarding Lobbying**

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

#### **5. Code of Conduct**

The Contractor shall avoid any action that might create or result in the appearance of having:

- 5.1 Inappropriately using or divulging information gathered or discovered pursuant to the performance of its duties under the contract;
- 5.2 Acted on behalf of the State without appropriate authorization;
- 5.3 Provided favorable or unfavorable treatment to anyone;
- 5.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;
- 5.5 Misrepresented or otherwise impeded the efficiency, authority, actions, policies, or adversely affected the confidence of the public or integrity of the State; or
- 5.6 Loss of impartiality when advising the State.

#### **6. Confidentiality**

- 6.1 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.
- 6.2 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.

## Special Terms and Conditions



### 7. Contract Term and Option to Extend

- 7.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for five (5) years or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.
- 7.2 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

### 8. Data Sharing Agreement

- 8.1 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 ADES program sharing confidential data.
- 8.2 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:
  - 8.2.1 Document Number J-119-Single (For requests involving a single division or program).
  - 8.2.2 Document Number J-119-Multi (For requests involving multiple divisions or programs).

### 9. Evaluation

- 9.1 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.
- 9.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to Contract impact in support of Department goals.

### 10. E-Verify

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

- 10.1 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")

## Special Terms and Conditions



- 10.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 10.3 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 the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
- 10.4 The Department retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

### **11. Fair Hearings and Service Recipients' Grievances**

- 11.1 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.
- 11.2 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.

### **12. Federal Immigration and Nationality Act**

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

- 12.1 By entering into the 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 the 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 the Contract. I-9 forms are available for download at [USCIS.GOV](http://USCIS.GOV).
- 12.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

### **13. Indemnification and Insurance**

#### **13.1 Indemnification Clause**

- 13.1.1 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

## Special Terms and Conditions



“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 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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 not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

### **14. 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>.

### **15. Non-Availability of Funds**

In accordance with A.R.S. § 35-154, every payment obligation of the State under the 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.

### **16. Non-Discrimination**

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

- 16.1 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

## Special Terms and Conditions



physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

- 16.2 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. The Contractor shall comply with the requirements of Section 658M and Section 658N of the Child Care and Development Block Grant Act of 1990, 42 USC §§ 9858k, 9858l as amended. The Contractor shall comply with the Department's policy regarding Equal Employment Opportunity and Affirmative Action.
- 16.3 If you are an Indian Tribal Government, you agree to comply with the Indian Civil Rights Act of 1968, as amended.
- 16.4 The Contractor shall comply with Arizona State Executive Order 2009-09 A.R.S.§ 41-1461 et. seq. and all other applicable federal and state laws, rules, and regulations concerning non-discrimination practices, including the Americans with Disabilities Act.

### 17. Order of Precedence

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

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:

- 17.1 Division's Special Terms and Conditions;
- 17.2 ADES Special Terms and Conditions;
- 17.3 Uniform Terms and Conditions;
- 17.4 Scope of Work or Specification;
- 17.5 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions; and
- 17.6 Exhibits.

### 18. Pandemic Contractual Performance

18.1 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:

- 18.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

## Special Terms and Conditions



18.1.2 Alternative methods to ensure there are services or products in the supply chain.

18.1.3 An up to date list of company contacts and organizational chart.

18.2 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:

18.2.1 After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.

18.2.2 After the official declaration of a pandemic, the Department may make unilateral changes to this contract to support the health and safety of those served, in accordance with the federally approved CCDF Child Care Disaster Preparedness Plan.

18.2.3 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.

18.2.4 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).

### **19. Participation In Boycott of Israel**

If Contractor is a Company as defined in A.R.S. § 35-393, Contractor warrants 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.

### **20. 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.

### **21. 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 the Contract.

### **22. Records**

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

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

## Special Terms and Conditions



- 22.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;
  - 22.1.2 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;
  - 22.1.3 Include time and attendance records for individual employees to support all salaries and wages paid.
- 22.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 22.2.1 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 records subject to the Health Insurance Portability & Accountability Act shall be retained for six (6) years from the date of final payment:
  - 22.2.2 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.
  - 22.2.3 Records which related 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.

### **23. Relationship of Parties**

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

- 23.1 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 State.
- 23.2 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.

### **24. 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 the 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 herein designated have been paid, discharged or waived.

## Special Terms and Conditions



### **25. Subcontracts**

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

25.1 Subcontracting is not authorized under this contract.

### **26. Substantial Interest Disclosure**

26.1 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.

26.2 Leases or rental agreements or purchase of real property which are covered by Section 25.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

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

### **27. Supporting Documents and Information**

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

### **28. 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.

### **29. 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 set forth herein.

### **30. Visitation, Inspection and Copying**

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the 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

## Special Terms and Conditions



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.

### **31. Warranty of Services**

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.

## Division Special Terms and Conditions



## Division Special Terms and Conditions

### 1. **Breach or Unauthorized Access to Confidential Information Remediation**

In the case of any unauthorized access to confidential information:

- 1.1. Upon becoming aware of or suspecting unauthorized access of confidential information, e.g., sign in/sign out records, client paperwork, etc., Provider shall notify ADES immediately and cooperate regarding recovery, remediation, and ADES's determination regarding the necessity to involve law enforcement.
- 1.2. If such breach or unauthorized access to confidential information was related to a breach of Provider's obligations under this Agreement, then the Provider shall be responsible for the cost of notifying each ADES client whose personal information may have been compromised.
  - 1.2.1. Upon becoming aware of or suspecting such breach or unauthorized access to confidential information, Provider shall produce a corrective action plan to reduce 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.

### 2. **Assignments and Delegation**

In addition to the Special Terms and Conditions, Section 2., the following shall apply:

- 2.1. Provider shall not transfer or assign any right nor delegate any duty under this Agreement to another person, entity, or address. This Agreement is valid only for the facility occupied at the time of issuance. Any attempt to transfer this Agreement will be void and may subject the Provider to an audit exception including repayment of reimbursed sums plus pass-through penalties (if assessed against ADES) and interest.

### 3. **Supporting Documents and Information**

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

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

### 4. **Compliance with Applicable Laws**

## Division Special Terms and Conditions



- 4.1. Provider shall 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.
- 4.2. Provider must 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 on Indian reservations additionally shall comply with applicable tribal regulations and standards, and Providers on military bases/posts additionally shall comply with applicable military regulations.
- 4.3. Provider shall 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.”*

## Uniform Terms and Conditions



## Uniform Terms and Conditions

### 1. Additional Definitions of Terms

- 1.1. *“Attachment”* means any item the Agreement requires the Offeror to submit as part of the Offer.
- 1.2. *“Contract”* means the combination of the Agreement, including, as applicable, 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.
- 1.3. *“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. *“Contractor”* means any person who has a Contract with the State.
- 1.5. *“Days”* means calendar days unless otherwise specified.
- 1.6. *“Exhibit”* means any item labeled as an Exhibit in the Agreement or placed in the Exhibits section of the Solicitation.
- 1.7. *“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.
- 1.8. *“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.
- 1.9. *“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.
- 1.10. *“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.
- 1.11. *“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 material or any service required for the performance of the contract.
- 1.12. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.

## Uniform Terms and Conditions



### 2. Contract Interpretation

- 2.1. Arizona Law. 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.
  - 2.2.1. 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.

### 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 all data and other records relating to the acquisition and performance of the Contract for a period of five 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. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's and 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 or subjects of the Contract or Subcontract.
- 3.3. 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. 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.
- 3.4. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated

## Uniform Terms and Conditions



on the Offer and Acceptance form or signature page 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 Compliance Specialist, unless otherwise stated in the Contract. 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.

- 3.5. 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.
- 3.6. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract 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.
- 3.7. Offshore Performance of Work 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 secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 3.8. Applicable Taxes.
- 3.8.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 3.8.2. 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.
- 3.8.3. 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.
- 3.8.4. 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.
- 3.9. Availability of Funds for the Next State Fiscal Year. Funds may not 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.
- 3.10. 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 goods or services are not funded, the State may take

## Uniform Terms and Conditions



any of the following actions:

- 3.10.1. Accept a decrease in price offered by Contractor;
- 3.10.2. Cancel the Contract; or
- 3.10.3. Cancel the contract and re-solicit the requirements.

#### 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 goods 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, all prices shall be F.O.B. destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
  - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 4.3.2. 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.
  - 4.3.3. 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.
  - 4.3.4. 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.
- 4.4. 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.
- 4.5. 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 goods or services are not funded, the State may take any of the following actions:
  - 4.5.1. Accept a decrease in price offered by the contractor;
  - 4.5.2. Cancel the Contract; or

## Uniform Terms and Conditions



4.5.3. Cancel the contract and re-solicit the requirements.

### 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 work or materials, the revision of payment terms, or the substitution of work or materials, 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. 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. Force Majeure.
  - 6.1.1. Except for payment of sums due, neither party 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; or 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.
  - 6.1.2. Force Majeure shall not include the following occurrences:
    - 6.1.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
    - 6.1.2.2. 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
    - 6.1.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
  - 6.1.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party

## Uniform Terms and Conditions



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.

6.1.4. 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.

6.1.5. Nothing in this subsection relieves the parties of their obligations under the Pandemic Contractual Performance section of the Special Terms and Conditions.

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

7.1.1. 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. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

## 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

## Uniform Terms and Conditions



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 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 for 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 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

## Uniform Terms and Conditions



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 accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 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.

### 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

10.1. 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

11.1. 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 (Title 41).

## 12. Comments Welcome

12.1. The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.

# Attachment 1 - Certification Regarding Lobbying



## Attachment 1 - Certification Regarding Lobbying

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION					
AUTHORIZED REPRESENTATIVE	Prefix	First Name	Middle Name	Last Name	Suffix
TITLE					
SIGNATURE			DATE		

## Attachment 2 - Participation in Boycott of Israel



### Attachment 2 - Participation in Boycott of Israel

Please note that if any of the following apply to this Contract, then the Offeror shall select the “Exempt Contract or Contractor” option below:

- The Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts “unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.”

Under A.R.S. §35-393:

1. “Boycott” means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. “Company” means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- ...
5. “Public entity” means this State, a political subdivision of this State or an agency, board, commission or department of this state or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. *See* A.R.S. §35-393.03.

**In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:**

- The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
- Exempt Contract or Contractor.**  
Indicate which of the following statements applies to this Contract:
  - Contract has an estimated value of less than \$100,000;
  - Contractor is a sole proprietorship;
  - Contractor has fewer than ten (10) employees; and/or
  - Contractor is a non-profit organization.

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City

State

Zip

Title

**Attachment 3 - Certification Regarding: Debarment, Suspension, Ineligibility and Voluntary Exclusion**



**Attachment 3 - Certification Regarding: Debarment, Suspension, Ineligibility and Voluntary Exclusion**

**Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant’s responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name of Agency /Organization

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Attachment 3 - Certification Regarding: Debarment, Suspension, Ineligibility and Voluntary Exclusion



### Instructions for Certification Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

# Attachment 4 – D.E.E.P. and EMPOWER PROGRAM OVERVIEW AND ACKNOWLEDGEMENT FORM



## Attachment 4 - D.E.E.P. and EMPOWER Program Overview and Acknowledgement Form

### D.E.E.P & EMPOWER Program

#### Overview and Acknowledgements:

#### D.E.E.P

The owner or individual listed below has registered and is a participant with the EMPOWER Program accessible on the ADHS website at:

<https://www.azdhs.gov/documents/licensing/childcare-facilities/training/deep-online-training.pdf>

The owner or individual listed below is responsible for writing and updating the Emergency Preparedness Plan and has completed/passed the Disaster Emergency Evacuation Preparedness (D.E.E.P) online training accessible on the ADHS website at:

<https://azdhs.gov/prevention/nutrition-physical-activity/empower/index.php>

*I certify that I have taken the D.E.E.P online training and that I am a member of the EMPOWER program accessible on the ADHS website*

Facility Name

Signature of Person Authorized to Sign

Provider ID

Printed Name

Title

**Attachment 5 – CHILD CARE PROVIDER RATE  
AGREEMENT**



**Attachment 5 - Child Care Provider Rate Agreement**

**[Download](#) document or view in "Child Care Provider documents" section.**

**Attachment 6 – PROVIDER’S CHILD CARE  
OPERATIONAL INFORMATION**



**Attachment 6 – Provider’s Child Care Operational Information**

**[Download](#) document or view in "Child Care Provider documents" section.**

**Attachment 7 – STATE OF ARIZONA SUBSTITUTE  
W-9**



**Attachment 7 – State of Arizona Substitute W-9**

**[Download](#) document or view in "Child Care Provider documents" section.**

**Attachment 8 – DIRECT DEPOSIT ENROLLMENT**



**Attachment 8 – Direct Deposit Enrollment**

[Download](#) document or view in "Child Care Provider documents" section.

**Attachment 9 – DIRECT SERVICE POSITION  
(CERTIFICATION FORM)**



**Attachment 9 – Direct Service Position (Certification Form)**

**[Download](#) document or view in "Child Care Provider documents" section.**