

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
CHILD CARE SYSTEM PARTICIPANT AGREEMENT**

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|---|--------------------------------|
| DATES WILL BE COMPLETED BY DHS PERSONNEL ONLY | |
| BEGIN DATE: _____ | END DATE: <u>June 30, 2005</u> |

Section I: Provider Information

Facility Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Taxpayer Identification Number (Social Security Number or Employer Identification Number): _____
Facility Owner: _____ Phone Number: (_____) _____
Name of Board President/Chairman: _____
Board President/Chairman Address: _____
City: _____ State: _____ Zip Code: _____ Phone Number: (_____) _____

Section II: Purpose and Performance of the Agreement

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

The Provider must comply with state and federal regulations. If any statute or regulation is enacted or promulgated requiring changes in this Agreement both parties will consider this Agreement to be automatically amended to comply with the newly enacted statute or regulation as of the effective date of the statute or regulation. DHS shall notify the Provider in writing within thirty (30) days of the receipt of any necessary changes or amendments to this Agreement resulting from newly enacted state or federal statutes or regulations.

Section III: Definitions

- A. Absentee Billing: Billing when a child is authorized to attend but is absent, if according to the provider's written policy, the Provider would charge a private pay for that day. To charge for absence days, the Provider must have a written absence policy that is applied in the same way to all parties.**
- B. Agreement: The Child Care System Participant Agreement Form number DHS-9800.**

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

- I (Infants) 0-18 months**
- T (Toddlers) 18-36 months**
- D (Preschoolers) 30-71 months**
- S (Schoolage) 60-155 months**

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

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

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

G. Department or DHS: The Arkansas Department of Human Services.

H. Facility/License Number: The number assigned to the license or registration certificate issued by the Child Care Licensing Unit to each specific site name and address providing child care services.

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

J. Halftime – between three (3) and five (5) total hours per day.

K. Holiday Billing: Allowable holidays are: New Year's Day, Dr. Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. The Provider may bill for a holiday if the holiday falls on a day when the child is scheduled to attend.

L. Night Care: Care provided between the hours of 6:00 P.M. and 5:59 A.M.: i.e. if over half the care is provided after 6:00 P.M., then the authorization will be for night care. Night care applies to any night of the week, including Saturday and Sunday.

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

N. Provider: The name of the owner or business name of the organization providing child care services. DHS reserves the right to require a "Provider" to certify the name of the facility via the Arkansas Secretary of State if the facility name does not match the corporate parent organization.

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

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- P. Taxpayer Identification Number: A number issued by the federal government to report income paid to an individual. This number may be either an individual's social security number or employer identification number.**
- Q. Temporary Absence: The absence of a child from the child care facility when the provider expects the child to return. The client must notify the provider that the child will not be attending child care for a few days. Payment for temporary absences may not exceed seven (7) calendar days per month.**
- R. Weekend Care: Care provided Saturday and/or Sunday. Please see Full Day and Night Care definitions.**

Section IV: DHS Responsibilities and Assurances

- A. DHS agrees to make available to the Provider reasonable training and technical assistance concerning departmental policy (including this Agreement), records requirements and billing processes for the Child Care System.**
- B. DHS shall determine client eligibility, client fees and provide authorizations for clients served under the Child Care System. A Certificate of Authorization will be delivered by DHS to the selected Provider on or before the day the child begins attending the facility. In addition, the Billing Worksheets will be provided no later than fifteen (15) days after the first day of attendance.**
- C. DHS agrees to establish a public register at each Department County Office of all Providers participating in the Child Care System. Eligible clients will select a child care Provider from the register.**
- D. DHS agrees to reimburse the Provider for services delivered in compliance with this Agreement after the Certificate of Authorization has been received and services are rendered. A Provider cannot bill or receive payment for services until this Agreement has been signed by the Provider and certified by the Department.**

DHS reserves the right to prohibit the Provider/owner, regardless of the name or structure of the facility, from future participation in the program. This Agreement is subject to the DHS Participation Exclusion Rule. The Provider is responsible for all overpayments, fraud or legal proceedings against the Provider for non-compliance.

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

- E. DHS is not obligated to pay any bills received more than thirty (30) calendar days after the expiration of the Certificate of Authorization, unless the Unit Administrator grants a written waiver before the authorization expires. DHS is not liable for untimely billing.**
- F. DHS will permit billing for a temporary absence child if the billing conforms to the requirements of the federal or state funding source and is submitted in accordance with the requirements set out below:**

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- 1. DHS recognizes that a client's child may be temporarily absent from the facility because of illness or some reason connected with the plan of service. The intent of the absentee billing policy is to avoid penalizing either the client (by filling the child's slot in the program due to temporary absence) or the Provider (by not allowing reimbursement for the child's slot while it is held open pending the child's return). The facility must be open and the billed services available before billing for a temporarily absent child is allowable, except in the case of holiday absences. (See Definitions of absentee billing policy.)**
- 2. Billing for a temporarily absent child is allowed only when the child is absent on a day the child is scheduled to attend and there is a reasonable expectation the child will return to the program. Billing for an absent child may not exceed seven (7) program days per calendar month. Billing for an absent child is not allowed if the child is not scheduled by DHS to attend or if the Provider has been notified by the client or DHS that care is no longer needed. If a child is enrolled to attend only Monday, Wednesday and Friday, the Provider may not use absentee billing for Tuesday and Thursday. The Provider may bill for a holiday, if the holiday falls on a day when the child would have been scheduled to attend. The allowable holidays are: New Year's Day, Dr. Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. The Provider may not bill absentee days to compensate for the lack of an advance notice being given prior to ending the child care arrangement. If the child is not expected to return to the facility, billing must cease on the date the child leaves the facility. The Provider may not charge the client for absentee days over the seven days allowed.**

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

- 1. DHS realizes that facilities may be forced to close due to inclement weather. DHS Inclement Weather Policy allows Providers to bill for those operational days lost due to severe weather conditions; however, the policy may only be applied when public schools in the Provider's area have been forced to close or whenever other extraordinary weather related conditions exist. "Extraordinary weather related conditions" exist whenever it can be demonstrated that clients were unable to reach the premises or the Provider could not open due to circumstances beyond the control of the Provider. This should not be taken to mean that a Provider must close when local schools close.**
- 2. Documentation of the specific reason for closure, the specific days the facility remained closed and the manner in which the days billed were calculated will be provided to DHS upon request.**

H. DHS shall notify Providers when a child becomes ineligible for continued payment. Notice shall be provided by phone within one working day of the eligibility determination. Telephone notice will be followed by written notice posted by regular mail within five working days of the date of telephone notice.

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Section V: Child Care Provider Responsibilities and Assurances

- A. The Provider agrees to comply with all the requirements set forth in this Agreement. Failure to comply is grounds for termination of participation in the Child Care System and for possible further action by DHS.**
- B. The Provider agrees to maintain a child care facility license or registration and to comply with child care licensing or registration standards. This Agreement terminates upon any final agency determination of adverse action against the facility's license. Licensure adverse action is defined as the revocation, suspension, or denial of a license or registration. The termination of this Agreement because of adverse licensing action is effective immediately upon the action being taken, and remains effective notwithstanding any appeal of the adverse action. If a facility's compliance with licensing or registration rules cannot be determined because the facility does not submit required information or does not permit reasonable access to the facility, this Agreement will be terminated upon written notification to the Provider.**
- C. The Provider may hire a client if the Licensing Specialist verifies a second caregiver is needed and the client's children number must be less than fifty percent (50%) of the current attendance.**
- D. The Provider agrees to accept the DHS Certificate of Authorization as authorization to provide and bill for services. The Provider agrees to accept reimbursement received from DHS as payment in full for all services, which includes transportation to and from the day care facility, covered by this Agreement except the collection of fees expressly authorized by DHS. This does not preclude reasonable charges to parents for special events outside the usual daily program costs or the application of sliding fee scales promulgated by DHS.**

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

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

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

- E. The Provider agrees to allow the client unlimited access to the client's child when the child is in the facility.**
- F. The Provider must submit a bill for actual services performed to receive payment, utilizing state approved billing methods.**

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- G. The Provider agrees that the billing for children/authorizations must be keyed to the facility where services are provided. Providers who provide services at one facilities but bill an authorization written to another facility under the Provider's TIN will be charged with an overpayment.**
- H. The Provider agrees to submit billing within thirty (30) days of the dates the services were actually delivered to eligible clients. No exceptions will be allowed unless a previous written Wavier is obtained from the Unit Administrator. DHS is not liable for untimely billing.**
- I. The Provider agrees that only the directors, owners, or authorized representatives will submit bills to DHS. If the Provider chooses to submit bills to DHS through the automated billing method, DHS will assign a Personal Identification Number (or PIN) to the Provider. The Provider accepts liability for all bills submitted to DHS using the PIN. This PIN is non-transferable. A change in Taxpayer Identification Number (TIN) or Facility Number will require a new PIN. The Provider should contact the local DCC Eligibility Worker or call 1-800-322-8176 to obtain the form, DHS-9805, Provider Billing Personal Identification Number Assignment and Certification Statement.**
- J. The Provider agrees to bill for no more than the DHS's annually published rate for the county in which the facility is located. The Provider will charge the client the portion of that rate established by DHS as the client's assessed fee as stated on the Worksheet. If the Provider's normal rate is higher than the published rate, the Provider will not charge the client the difference between the two rates. All rate changes must be given to DHS in writing. DHS has ten (10) days, from the date of receipt, in which to input new rates in the day care system. Rate changes will only affect new authorizations written after the rate change.**
- K. The Provider agrees that private pay clients, receiving substantially the same services, shall not be charged at a rate less than that paid for by clients under this Agreement without the express, written approval of DHS.**
- L. The Provider agrees to notify the DHS Authorized Representative (as designated by signature on the Certificate of Authorization) by telephone when a child withdraws from the Child Care Voucher Program. Notice shall be provided no later than the next working day after the child withdraws, and a written notice will be mailed by regular U. S. Postal Service the day of withdrawal. DHS does not provide pre-notification of withdrawal from the child care voucher program. The facility shall de-enroll a child immediately upon notice of withdrawal from the client or DHS representative and the Provider understands and agrees that DHS or DHS clients are not responsible for a drop period, regardless of the Provider's policy concerning a drop notice.**
- M. The Provider agrees to follow absentee and inclement weather billing procedures for children temporarily absent from the program. (See Section IV., Paragraphs F. and G.). In cases where the client is responsible for assessed fees, the Provider is responsible for collecting the parent co-pay amount for the absentee days and inclement weather days.**

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- N. The Provider agrees to promptly correct all billing or payment errors. In addition to any other remedy which may exist in law, equity, or administrative procedures, DHS may, after proper notification, effect correction through adjustments in current and subsequent /payments to the Provider and/or other measures as necessary. Payments may be withheld until verification of attendance records. Attendance records must be presented when requested by DHS staff or authorized representatives within approximately one (1) hour of the request. DHS staff or authorized representative visits may be unannounced.**
- O. The Provider will retain all books, records, and other documents relating to expenditures, services rendered, or individuals served under this Agreement for five (5) years from the date this Agreement expires. If an audit is pending at the end of the five year period, information shall be retained until resolution of the audit or any issues, disputes or appeals raised by or resulting from the audit. Any person authorized by DHS will have full access to these materials during this period.**

The Provider agrees to document and maintain attendance records for a period of five years. Attendance records must include the child's name; dates child was present or absent and signature of staff person. Attendance records must reconcile with billing records. The attached attendance form must be used. The Providers will be responsible for making additional copies of the attendance form. No exception will be allowed, except electronic attendance records as approved by DHS. If attendance records are not available, DHS will consider the payment in question to be an overpayment.

- P. The Provider will maintain all client records in a confidential manner. Access to records will be made available upon request to employees or designated agents of DHS, state or federal government for audit or any other purposes connected with DHS service programs. Statistical records on expenditures charged to other funding sources will be made available by the Provider when needed to verify the Provider's cost allocation of non-duplication of payment. The Provider may require official identification prior to allowing records access. This restriction does not apply to disclosures made with the informed, written consent of the client. If the client is not an adult, the client's parent, custodian, or guardian may consent on the client's behalf. If the client is an adult, but has been declared incompetent by a probate court, the client's guardian may consent on the client's behalf.**
- Q. The Provider agrees to have an annual audit in accordance with the "Guidelines for Financial and Compliance Audits of Programs Funded by the DHS" effective for the period of this Agreement. A copy of the "Guidelines" will be provided upon request. An audit is required:**
- 1. If the Provider is a state or local government**
 - 2. If the Provider is a non-profit institution; AND receives more than \$100,000 a year in federal, state, or combined federal and state awards and/or payments.**
 - 3. If fraud or a pattern of incorrect billing is suspected.**

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

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

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

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

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

- 1. If the Provider receives more than \$100,000 per award of appropriated federal funds in any Agreement period (July 1 - June 30), the Provider must certify that these funds will not be used to pay for lobbying activities by completing a Certification Regarding Lobbying Form (DHS-9350) and submitting the form to the Department.**
- 2. If the Provider has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) must be completed and submitted to the Department.**

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

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

- 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.**
- 2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.**

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

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- V. The Provider agrees to notify DHS immediately of any change in ownership, facility site location, change in employer identification number or closure of the facility.**
- W. The Provider may not delegate, assign, or subcontract the performance of any obligations contained in this Agreement.**
- X. The Provider agrees that all facilities holding a valid license and all license categories under this ownership, whether present and future, will participate in the child care system. (See Attachment I)**
- Y. The Provider agrees to notify and submit a new Contract and Grant Disclosure and Certification Form to DHS within ten (10) days of the beginning of employment should the owner, a member of the owner's immediate family, or an authorized representative of the facility accept employment with the State of Arkansas.**
- Z. The Provider understands that this Agreement does not create an employer - employee relationship. The Provider agrees that it is responsible for the reporting of funds received through DHS.**

Section VI: Cancellation of the Agreement

- A. This Agreement expires June 30 of the state biennium (2005). The Provider must submit a new Agreement upon expiration.**
- B. This Agreement is not transferable, and automatically terminates without DHS action if the ownership or fifty percent (50%) or more of the ownership interest in the facility is transferred to a new owner, if the facility closes, if the facility relocates, or if the provider's employer identification number changes.**
- C. Either party may cancel this Agreement unilaterally, at any time, by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. If the Provider is the party canceling the Agreement, such notification must be sent to the Director of the Division of Child Care and Early Childhood Education.**
- D. DHS may cancel this Agreement pursuant to DHS Policy 1088, by giving the other party ten (10) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. (DHS Policy 1088 refers to the Exclusion of any provider/vendor by any Division of DHS.) This exclusion to participate includes immediate family, (blood relative, by marriage, etc) for anyone affiliated with your facility (sharing common ownership, board members, or any other interest).**
- E. If DHS determines there is immediate jeopardy to the health and safety of children receiving services from the provider, DHS may cancel the Agreement immediately upon notice to the Provider.**

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- F. DHS may cancel this Agreement at any time for cause if it has reason to believe the Provider has not fully performed all its responsibilities in accordance with this Agreement with ten (10) calendar days written notice.**
- G. Any written notice from the Department to the Provider canceling this Agreement shall specify the reason(s) for cancellation.**
- H. The Provider may change its Taxpayer Identification Number from a social security number to an Employer Identification Number (EIN) issued by the IRS by submitting a new W-9 and letter requesting the change to the address listed on the signature page. All authorizations written under the old TIN will be automatically cancelled and de-obligated when the TIN is changed, regardless of the reason for changing the TIN.**
- I. Providers changing their existing EIN to a new EIN must obtain a new facility number and submit a new DHS-9800 agreement packet. All authorizations written under the old TIN will be automatically cancelled and de-obligated when the EIN is changed, regardless of the reason for changing the EIN.**

Section VII: Administrative Appeal Procedure

- A. The Provider may appeal any adverse action taken by DHS (including audit, billing, payment, termination, etc.) by filing a written notice of appeal within thirty (30) days from the Provider's receipt of DHS notification in accordance with DHS Administrative Appeal/Hearing Procedures. A copy of the appeal procedures will be provided by DHS upon request.**
- B. The Provider agrees to notify the Division of Child Care and Early Childhood Education of any legal controversies with any local, state or federal governmental agency including other agencies within the DHS.**

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Section VIII: Certification and Signature

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

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|--|--------------------|
| <hr/> Signature of Owner or Authorized Representative | <hr/> Date |
| <hr/> Type or Print Name | <hr/> Title |

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

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

If you have questions, or need assistance Contact Family Support Unit at 1-800-322-8176

This agreement should be returned to the address below:

*Arkansas Department of Human Services
Division of Child Care and Early Childhood Education
Post Office Box 1437 - Slot S145
Little Rock, AR 72203*

DHS is in compliance with Titles VI and VII of the Civil Rights Act.
Alternate formats (large print, audio tape, etc.) will be provided upon request.

| | |
|--|--------------------|
| DHS USE ONLY | |
| <u>TECHNICAL COMPLIANCE CERTIFICATION</u> | |
| Technical Compliance Officer: _____ | Date: _____ |
| Technical Compliance Supervisor: _____ | Date: _____ |

Department of Human Services
Division of Child Care & Early Childhood Education
Child Care Attendance Record

Name of Facility _____

| Child's Name (First and Last name) | | Month | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | Total | | | | | | | |
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I declare under penalty of perjury that the above information is true and that these children were provided child care at the above location on the days listed above. I understand that I must repay any overpayment resulting from false or incorrect information and that I may be prosecuted for fraud.

 Director/ Owner Signature Date