

**CHILD CARE CERTIFICATE PROGRAM
INFORMATION
for
CHILD CARE CENTERS
2010**

**Effective
OCTOBER 1, 2009 - SEPTEMBER 30, 2010**

Central Mississippi Planning & Development District
1170 Lakeland Drive
P.O. Box 4935
Jackson, MS 39296-4935

1-866-981-1511 (toll-free)

Serving Copiah, Hinds, Madison, Rankin, Simpson, Warren and Yazoo Counties

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OVERVIEW OF CHILD CARE CERTIFICATE PROGRAM

The Childcare certificate program is federally and state funded and is designed to help low income working parents to pay for childcare while they work or go to school. The program federal fiscal year is from October 1 through September 30.

The Office for Children and Youth (OCY), Mississippi Department of Human Services, administers the program statewide and establishes policy in compliance with federal regulations. The Designated Agents are authorized to administer the certificate program locally. Designated Agents must adhere to the OCY Child Care Policy Manual.

The Designated Agent in this area is CMPDD, which serves Copiah, Hinds, Madison, Rankin, Simpson, Warren and Yazoo Counties.

Parental choice in the selection of a child care provider is the cornerstone of the Child Care and Development Fund. The certificate allows the parent to select the child care provider of his/her choice. Services to eligible parents are provided as quickly and efficiently as possible, subject to the availability of funds.

The purpose of the Child Care and Development Fund, according to federal regulations, is to "increase the availability, affordability, and quality of child care services." The goal of the Office for Children and Youth in the certificate program is to offer a seamless system of high quality child care which supports both children and their families, and stays within federal guidelines.

CHILDCARE CENTERS

Each licensed center is required to furnish the following:

1. Copy of the current license
2. Current center policy booklet
3. Copy of published rates, stating rates charged to all children
4. W-9 form
5. Center Statement of Agreement, agreeing to follow guidelines of the certificate program

The OCY Designated Agent will send a letter and the forms to the center at the appropriate time, requesting that you return them to the Designated Agent so that payments can be made to the center.

LICENSE

Child Care Centers and Group Homes - In order to receive reimbursement for services rendered, a child care center or group home must be licensed by the Mississippi State Department of Health. A copy of the license must be filed with the OCY Designated Agent. The child care center or the group home must have a current license or a license that is pending.

If a center's license expires and services are being provided for children on the certificate program, the OCY Designated Agent may continue to pay the provider under the following conditions:

- a. The Health Department has not officially closed the center.
- b. The Center's director submits a written request, on center letterhead, for child care payments to continue, and
- c. The center provides copies of the licensing renewal fee payment, documentation of a current inspection, and a copy of correspondence from the licensing division stating why the license has not been renewed.
- d. A center with an expired license will be reimbursed for children with a current certificate up to the time frame allowed by the Mississippi State Department of Health; however, no new certificates will be issued until the license is renewed.

LEARNING ACTIVITIES

Centers are required to furnish developmentally age appropriate early childhood educational activities, including reading and writing, as approved by the Office for Children and Youth.

TIER STATUS

Most centers are classified as Tier 2. A center can become a Tier 1 center and be eligible for higher reimbursement rates through the certificate program by meeting the following criteria:

- center is licensed by the Mississippi State Department of Health; and
- center is accredited by the National Association for the Education of Young Children (NAEYC); OR
- document that the center has an on-site (at least six hours per day) director with a 4-year degree in Early Childhood Education or Elementary Education that includes kindergarten, or Family and Consumer Sciences, with a Child Development emphasis; OR
- document that the center has an on-site (at least six hours per day) director with a two-year associate degree from an accredited community or junior college in child development technology PLUS four (4) years of paid experience in child care; OR
- document that the center has an on-site (at least six hours per day) director who holds an OCY Director's Credential, plus four (4) years of paid experience in child care.

If the center meets the criteria for being a Tier 1 center and if the center director or owner wishes to receive Tier 1 status, the center director must send the following information to the Designated Agent that serves the center's areas:

- a letter requesting Tier 1 status, naming the director who will be on-site at least six hours per day and who will be responsible for signing the monthly payment ledgers in the space provided for the Tier 1 director;
- a copy of the OCY Director's Credential, or a copy of the NAEYC accreditation, or documentation that the director meets other Tier 1 criteria named above.

A Tier 1 center cannot charge Tier 1 rates to the certificate program children

without charging the same rates to non-certificate children.

LEDGERS and PAYMENTS

Ledgers are printed at the end of each month for all currently active certificates, and are mailed to providers. The provider is to check the days of actual attendance for each child on the ledger, sign, and return the ledger to the Designated Agent by the **5th day of the next month**. Providers are required to sign the Ledgers on the provider's signature line and on the Tier 1 signature line, if applicable. If the center's OCY Credentialed Director (Tier 1 Director) is not the owner of the center, the staff person who is the OCY Credentialed Director (Tier 1 Director) must sign on the Tier 1 signature line, and the owner must sign the Ledger(s) as well. Ledgers which are received after close-out will be processed the following month. The OCY Designated Agents cut checks once a month, and they are mailed to providers by the **22nd of each month**, based upon receipt of funds from OCY. Ledgers must be submitted within 60 days of issuance to qualify for reimbursement.

A "remittance advice" will be mailed with your check. The remittance advice shows how much was paid for each child, and the amount of the co-payment which was deducted from your check. If there is a discrepancy in a payment, please notify the Designated Agent by certified letter, return receipt requested within thirty (30) days. An incorrect payment will be adjusted during the next monthly payment cycle.

If an overpayment has occurred, the provider is allowed the option of submitting a reimbursement payment to the Designated Agent or having the overpayment recouped from subsequent payments at a level agreed upon by the provider and the Designated Agent.

An IRS 1099 is sent to the provider after the end of the calendar year.

Please mark your ledgers according to the days of attendance. A sample ledger is attached at the back of this booklet.

✓	Present	Mark with a ✓ to indicate days present at the center
A	Absent	If you charge for missed days, it should be stated in your policy booklet, and we can pay for occasional missed days.
H	Holiday	Closed for a paid holiday <u>as stated in your policy booklet</u>
C	Closed	Closed for an unpaid holiday which is not expected to be paid by the program, <u>as stated in your policy booklet.</u>
V	Child's vacation	Center is open; child is out on vacation

Full day and after school - For days a child attends all day, mark those days on the top line by that child's name on the ledger, which states the full-day rate. For days the child

attends after school, mark those days on the bottom line by that child's name on the ledger, which states the after-school rate.

If a school-aged child is scheduled at the after-school rate, we will pay the full rate for that child during summer vacation and other holidays during the year.

If a school-aged child is scheduled for payment at the after-school rate and that child attends all day for a reason other than normal school holidays, such as suspension from school, etc., please put a note of explanation at the bottom of the ledger, so we can authorize full day payment for that day for that child.

If the center goes on a field trip, we can pay for that day as long as the center remains open for infants and others who do not attend the field trip activity. In other words, we cannot pay for children who do not attend the field trip and have no services that day because the center is closed.

We are limited as to how many days we can pay a center for its holiday closures. Please see further information under the "Holidays" section.

RATES AND CENTER POLICIES

The center cannot charge a higher rate for the certificate child than is charged to the general public.

Rates are set by the center and submitted in writing to the Designated Agent's Child Care Department each year. The certificate program will pay the actual rate or the maximum allowable rate, whichever is lower. If the provider charges more than the established allowable rate, the parent must pay the difference, plus the co-payment.

In July, the OCY Designated Agent will request a new rate sheet from your center for the next program year, which begins October 1. This ensures that your policy handbook we have on file has the correct rates when the Designated Agents are monitored by MDHS. If you are planning to have a rate increase by October 1, the OCY Designated Agent needs to know before certificates are written. Once a certificate is in force, OCY policy prohibits the Designated Agent from changing rates on that certificate during the program year. The parent will have to make up the difference on the daily or weekly rate. If rates increase during the year, any new certificates will be issued at the new rate.

If the child care center's policy states that program stipends will be provided to non-

certificate children, the provider must document the amount and the source of funds for each child on a monthly basis. Parents' co-payment fees cannot be used as children's stipends. This documentation must be in hard copy, such as check stubs, receipts, etc. that will show MDHS auditors a clear paper trail that does not include child care certificate monies.

Parents employed at a licensed center or group home may be eligible for a child care certificate provided that their work in the center is other than providing child care for their own child(ren). The child(ren) cannot be included in a group assigned to the biological parent to maintain the adult/child ratio as required by the Mississippi State Department of Health.

ABSENCES

Please put an explanation with your ledger if a child misses three consecutive days. There is no need to do this for an occasional 1 or 2-day absence, as most children are sick or absent from time to time.

Please attach a written note from the parent with your ledger if a child misses more than three consecutive days. Please call the OCY Designated Agent if the child has missed three consecutive days and you have not heard from the parent and cannot contact the parent.

Please attach a doctor's statement to the ledger if a child misses more than ten (10) consecutive days for a medical reason. We cannot pay for illness of more than 10 days without a statement from the doctor.

A child is allowed a total of ten "vacation days" per year to be paid by the program. If a child has excessive absences without an acceptable reason, staff will reevaluate the need for flat rate payments for child care and/or issue a termination notice.

HOLIDAYS

Providers may elect to observe up to 11 holidays for the period beginning October 1 through September 30. Centers have on file in the Designated Agent's office a list of those holidays they choose for the program to pay and should mark their ledgers accordingly. All center holidays and closures must be included in the center's written policy. The OCY Designated Agent can pay only for legal (federal or state) holidays. Legal Holidays are as follows:

January 1
The third Monday of January

New Year's Day
Robert E. Lee's Birthday and Dr. Martin Luther Kings, Jr.'s Birthday

The third Monday of February	Washington's Birthday
The Last Monday of April	Confederate Memorial Day
The Last Monday of May	National Memorial Day and Jefferson Davis' Birthday
July 4 th	Independence Day
The first Monday of September	Labor Day
The second Monday of October	Columbus Day
November 11	Armistice or Veteran's Day
A day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States	Thanksgiving Day
December 25	Christmas Day

If the center is closed on days other than the federal or state holidays, it will be the parent's responsibility to pay for those days, if the center charges for them. If the Governor allows more than one day in observance of a holiday, the providers will be allowed these extra days.

The State usually declares a second day at Thanksgiving and Christmas, but this is not guaranteed each year. If the State declares the extra days, they will be paid in addition to your other holidays if you close. Also, you can "trade" Columbus Day, Veterans Day, or Confederate Memorial Day for an "extra" day or 2 days at Christmas or Thanksgiving. No more than 2 days can be traded. Providers should notify the Designated Agent prior to the changes in the holiday schedule.

APPLICATIONS

A parent can call the OCY Designated Agent to request an application. The application will be mailed the day of the request, if the request is received by 4:00 p.m. Otherwise, it will go in the next day's mail. Parents are served in priority population order based upon the availability of funding.

PRIORITIES Certificates will be written according to the following priority, as long as funds are available:

- 1 TANF
- 2 TCC
- 3a Foster/Protective Service
- 3b Special needs children

- 3c Parent deployed (in military)
- 3d Teen parent
- 3e General public up to the 50th percentile of the State median income
- 4 General public up to the 85th percentile of the State median income
- 5 Enrolled in college full time; working less than 25 hours per week
- 6 Enrolled in college full time; not working

CERTIFICATES

The federal fiscal program year is from October 1 through September 30 of the next year. **All certificates end no later than September 30.** If the parent has re-applied and has a new certificate, it will begin on October 1, with no break in service. **If the parent does not re-apply, or if she is not eligible, or if funds are not available, the parent will be responsible for paying the full amount to the center for child care, beginning October 1.**

Please do not expect the program to pay for a child whose certificate has not been issued.

Certificates are written for either full time or before/after school. A full time certificate is written for full day care, in order for the parent to work or attend school. A full day for a working parent is eight hours, plus lunch hour, plus up to one hour driving time to and from work (30 minutes each way).

A copy of the Conditions of Agreement and the Center's Statement of Agreement that pertain to certificates is attached at the end of this booklet. These Conditions apply to all certificates issued.

PARENT'S CO-PAYMENT

The parent's monthly co-payment fee is determined by income and family size. The co-payment fee is stated on the certificate, and is automatically deducted from the provider's check each month. This is shown on the ledger. **The parent is responsible for paying this co-payment fee each month and the center is responsible for collecting the fee.** The assessed co-payment fee reflects a monthly rate regardless of attendance. A center should have an established date when a co-payment fee is to be paid.

The monthly co-payment fee is for full-time care. For months that a child is in school, the co-payment fee is one-half the full-time rate. This is automatically figured on the center's ledgers, according to the number of days during the month that the child attends full time and after school.

If a child is enrolled between the 1st and 15th of the month, the full monthly co-payment fee is assessed for the first month of service. If the child is enrolled between the 16th and the last day of the month, one-half of the monthly co-payment fee is assessed for the first month of service. If a parent changes providers during the month, it is the parent's responsibility to pay the co-payment fee to the new provider.

If a parent fails to pay the center the co-payment fee, the center is to notify the OCY Designated Agent, in writing, **within thirty (30) days**. The OCY Designated Agent will send a notice to the parent that eligibility for child care will terminate unless the co-payment fee is paid.

If a parent changes providers and owes a co-payment fee, the OCY Designated Agent cannot write a new certificate to the new provider until the current month's co-payment fees are paid.

If a parent's fee was assessed at a rate higher than the correct fee, the parent is to be reimbursed by the OCY Designated Agent for the difference for each month paid. If a parent's fee was assessed at a rate lower than the correct fee, the parent and the provider are to be notified that the fee will be adjusted for subsequent months to make up the difference for each month paid.

ROLLOVER

Once a year, in July, new applications are mailed out to all parents currently on the program, and to parents who might have been on the waiting list due to lack of funds. These applications are for the next program year, beginning October 1. The application deadline is usually about the middle of August.

The roll-over process should be completed in a timely manner in order to ensure that there are no interruptions in child care services. Parents should be rolled-over based upon the established priorities.

At rollover, certificates are usually written in August and September and sent out for signatures. They are activated as they are received in the OCY Designated Agent's office. A certificate must be activated before a payment ledger can be produced.

6-MONTH RE-CERTIFICATION\RE-DETERMINATION

Parents' eligibility must be re-determined after six months. This is to ensure that a parent is still working or in school and still needs child care. If child care is not needed, or the parent is no longer eligible, the certificate will be terminated and that money

obligated for another family on the waiting list.

The OCY Designated Agent will send a notice to the parent, asking them to send their check stubs or school enrollment. If parents do not provide this information, a termination notice will be sent to the parent and the provider giving a 2-week notice. If the co-payment amount changes, a notice will be sent to the parent and to the provider.

REGISTRATION FEE

Parents will be responsible for payment of child care center registration fees.

TERMINATIONS

The OCY Designated Agents are required to terminate a certificate if the parent is no longer eligible for the program. If the parent is not working, is not working enough hours per week, is no longer enrolled in school, does not pay the monthly co-pay fee to the center, or is over income, we must terminate the certificate.

The parent is supposed to inform the OCY Designated Agent of any changes in income or household size or employment or school status within ten (10) working days. The center is to inform the OCY Designated Agent if they know a parent is no longer working or going to school and is still bringing the child to the child care center.

A parent is allowed thirty (30) days leave time for **illness** and six (6) weeks for **maternity leave**, but arrangements must be made with the Child Care office as soon as the parent or center is aware of this circumstance. If a parent loses her job, we can allow up to thirty (30) days to job search. It is the parent's responsibility to notify the OCY Designated Agent of any of these circumstances within ten (10) working days of their occurrence.

PARENT CHANGES PROVIDER

If the parent changes providers, she is to request a change in provider, in advance, from the OCY Designated Agent's office.

If the center requires prior notice before removing a child, the parent is responsible for doing this before she removes her child.

MONITORING

The OCY Designated Agent's staff will visit child care centers from time to time,

usually no more than once a year, to check rates and attendance on certificate program children. Please make sure that you have daily attendance verified for each program child. At monitoring time, sign-in/sign-out attendance records will need to match the payment ledgers you have turned in to the OCY Designated Agent. According to Mississippi regulations governing licensure of child care facilities: *"All children shall be signed in and out of the facility by an authorized individual."*

Once a year, the OCY Designated Agents are monitored by MS Department of Human Services, Department of Audit and Evaluation. The monitors select a few centers to visit and to look at rates, attendance, sign in/out sheets, co-payment fees and licensed capacity as part of their monitoring. The monitoring visits will include a review of the following:

1. Each center must maintain a daily attendance roster and ensure daily that each child is properly signed in (parent's or responsible adult's first and last name and time of arrival) and signed out (parent's or responsible adult's first and last name and time of departure).
2. The attendance recorded on the center's attendance roster and sign in/out sheets will be compared to the attendance reported on the center's ledger. If attendance checked on the payment ledger(s) does not correspond with the sign in/out sheets and the attendance roster funds will be recouped.
3. The center's published rates charge to the general public will be compared to the rates requested and received on each certificate.
4. Verify the payment of co-payment fees.
5. A copy of the center's license will be requested if a current copy is not on file with the OCY Designated Agent.
6. Records will be reviewed to verify that the center has retained a copy of the Center's Statement of Agreement on file.
7. The center will be monitored to make sure that the hours of operation meet the needs of the full-time working parents. This applies to non-traditional child care hours. The center must be open at least five (5) days per week.
8. The attendance will be checked to ensure that the center is not receiving more (CCDF and TANF) certificates than its licensed capacity. If it is determined during the monitoring visit that the center attendance exceeds the center's license capacity, then the situation will be reported to the Mississippi State Department of Health, Child Care Licensure Division.

FRAUD AND ABUSE

PARENT - If a parent provides false information or fails to report changes in employment or household status during the application or re-determination process, child care certificates will be terminated. The parent may be responsible for repaying any

payments made to the provider for ineligible services.

PROVIDER - If a provider knowingly assists a parent in making a false application, forges the parent's name on documents, marks a child present knowing that the child is not attending or is not enrolled at the center, or knowingly charges more for a certificate child than for the general public, then that is in violation of the regulations of the program. This will result in recoupment of funds, and a penalty will be imposed. At the first offense, recoupment will be made and a warning issued. At the second offense, recoupment will be made, all certificates will be terminated and the center will be permanently disqualified from participating in the CCDF program.

RECOUPMENT OF FUNDS

The OCY Designated Agent shall recoup funds paid for ineligible services because of suspected parent or provider fraud.

GRIEVANCE PROCEDURE REGARDING APPLICATIONS, CERTIFICATES, ELIGIBILITY AND PAYMENTS

Any dispute concerning a question of fact under this Application/Agreement which is not disposed of by agreement of the parties hereto shall be decided by the Director of the Office for Children and Youth. In the review by the OCY Director, the Parent/Provider shall be afforded an opportunity to be heard and offer evidence in support of the questioned decision under review. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Parent/Provider and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, the Parent/Provider mails or furnishes the Executive Director of the Mississippi Department of Human Services a written request for review. Pending final decision of the Executive Director or his designee, the OCY Designated Agent will proceed in accordance with the decision of the Director of the Office for Children and Youth.

CONDITIONS OF AGREEMENT

Attached to and Forming a Part of Child Care Certificates Issued through CCDF Childcare Program

THE CHILD CARE PROVIDER AGREES:

1. To provide facilities, essentials of daily living, daily program of care, educational and other services appropriate to the age and development level of the child.
2. To universally apply its advertised child care rates. The rates for the clients of the Mississippi Department of Human Services (MDHS) are not to exceed those charged to all other clients. The Child Care Provider will extend all discounts to the clients of the MDHS in the same manner as all other clients. The MDHS is obligated to pay up to, but not to exceed, the child care fair market rate based on the type of provider and level of services as stated in the OCY Weekly Child Care Reimbursement Tiers.
3. To collect the assessed co-payment fee contained in this Agreement, and to deduct this fee from the rates before billing for services rendered.
4. To allow unlimited access to the program, including unannounced visits by Parents, MDHS, and OCY Designated Agent (DA), and to furnish reports and/or to provide access to information concerning the child care program as requested by the MDHS or DA.
5. That nothing contained in this Agreement shall be construed to constitute the Child Care Provider or any of its employees, agents, or subcontractors as a partner, employee, or agency of the MDHS or DA, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent entity. The Child Care Provider agrees to advise any client served under the terms of this Agreement of the independent status of the Child Care Provider and the MDHS or DA. Neither the MDHS nor DA warrants in any way services rendered by the Child Care Provider.
6. That any publicity given to the program or services provided herein including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Child Care Provider, shall not identify the MDHS as a sponsoring agency nor display any MDHS or DA name and logo in any manner, without prior **written** approval by MDHS.
7. The MDHS, DA, and their employees are to be held harmless for any claim growing out of any action performed by the Child Care Provider and its agents, employees or any of its subcontractors under any provisions of this Agreement.
8. To comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act when center-based and group-home care are provided.

THE OCY DESIGNATED AGENT AGREES (in accordance with its subgrant with the MDHS):

1. To pay the Child Care Provider for services rendered in accordance with the terms agreed upon.
2. To provide written notification to the Child Care Provider of the termination of the family/child.

ALL PARTIES AGREE:

1. That this Agreement may be terminated at any time by the MDHS, and/or DA for cause, in whole or in part, for failure of the Child Care Provider to perform any of the provisions hereof. Should MDHS exercise its right to terminate this Agreement under this Provision, the Child Care Provider shall be notified in **writing** with reason and termination date specified.
2. Payment for services under this Agreement are subject to the availability of federal and/or state funding.
3. **Any person applying for or receiving public assistance by using false statements, and any person assisting that person to receive such public assistance, with knowledge of those false statements, will be subject to criminal**

prosecution. This prosecution will be for a misdemeanor when the amount received or requested is below \$500, or a felony if the amount received is above \$500.

Center Director or Individual Provider

Date

CHILD CARE CENTER STATEMENT OF AGREEMENT

As Director or Owner of this child care center, I understand and agree with the following guidelines as they relate to the child care certificate program. I acknowledge that I have received a copy of the *Center Information Booklet* and agree to adhere to the program guidelines outlined in the Booklet. **I understand that in order to participate in the program that I must attend the mandatory training.**

1. This center will provide developmentally appropriate early childhood educational activities, including reading and writing.

day in order to receive Tier I reimbursement rates.

2. Rates charged to certificate children cannot exceed rates charged to non-certificate children.

3. Discounts, such as for second or third children in a family, offered to non-certificate children must be offered to certificate children.

4. Holiday/vacation/absentee/withdrawal charges for certificate children cannot be different than charges for non-certificate children.

5. Absences will be marked on the monthly ledger, even if the center charges for missed days.

6. Parent or authorized representatives must sign the child in and out on a daily basis. I understand that daily sign-in/sign-out sheets and marked ledgers should agree.

7. I understand that if I mark a child present on a ledger when the child was not actually attending, the center may have overpayments recouped.

8. I will note on the bottom of the ledger the reason if a child misses three or more consecutive days. I will notify the Child Care Department by telephone if a child misses three consecutive days with no contact from the parent.

9. I agree to submit payment ledgers each month by the due date in order to ensure payment.

10. Co-payment fees must be collected and documented on a monthly basis. I must notify the Designated Agent by the end of the current month if a parent fails to pay her/his co-payment.

11. Once a certificate is written, I understand that the rate cannot be increased during the program year, which is October 1 through September 30.

12. It is my responsibility to report any changes in ownership, tax identification number, address, phone number, center director, tier status, policy and license to the child care department within ten days.

13. I understand that if I am a Tier I provider, the director with the Tier I qualification as registered with the Designated Agent must be on site for a minimum of six (6) hours of the program

14. I agree not to exceed my licensed capacity.

15. I understand that I am not to complete and/or sign the parent's name to the parent's Child Care Application or certificate, and that the parent her/himself must sign these documents.

16. I understand that I cannot offer any bribe or payments to any certificate parents or child care staff in order that my center might be selected.

17. I will report any suspicion of unemployment or school drop-out of a parent to the child care program staff so the matter can be reviewed.

18. As a participant in the certificate program, my center may be monitored by staff of the child care certificate program, the Office for Children and Youth, or any representative of the Mississippi Department of Human Services. If the center is not in compliance with regulations or the center has collected payments it was not entitled to, the center may have overpayments recouped.

19. I understand that if I knowingly provide false information, a penalty will be imposed. At the first offense, recoupment will be made and a warning issued. At the second offense, recoupment will be made and the center will be permanently disqualified from participating in the CCDF program.

FRAUD: Any person applying for or receiving public assistance by using false statements, and any person assisting that person to receive such public assistance, with knowledge of those false statements, will be subject to criminal prosecution. This prosecution will be for a misdemeanor when the amount received or requested is below \$500, or a felony if the amount received is above \$500.

GRIEVANCE PROCEDURE: Any dispute concerning a question of fact under this application/agreement which is not disposed of by agreement of the parties hereto shall be decided by the Director of the Office for Children and Youth. In the review by the OCY Director the parent/provider shall be afforded an opportunity to be heard and offer evidence in support of the questioned decision under review. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parent/provider and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, the parent/provider mails or furnishes the Executive Director of the Mississippi Department of Human Services a written request for review. Pending final decision of the Executive Director or his designee, the OCY Designated Agent will proceed in accordance with the decision of the Director of the Office for Children and Youth.

Director or Owner _____ Date _____

Center _____

Rev. 10/05

For a copy of the payment ledger, please contact our office at our toll-free number 1-866-981-1511.