

Name of Center: _____
 Initials of Owner or Director: _____

CCAP 19
 Rev. 12/14

Louisiana Department of Education
Child Care Assistance Program

OFFICE USE ONLY

New Provider
 Change of Ownership
 Change of Location
 Rate Change
 New License Issued/Other Reason

Provider Agreement for Class A Child Care Center

Licensed Name of Center:	Provider Number (TIPS): _____ License No.: _____
Employer Identification Number or Social Security Number: _____ The Employer Identification Number (EIN) is issued by the Internal Revenue Service. If you do not have an EIN, then you may use your Social Security Number. The EIN and the name of your center should match what has been reported to the Internal Revenue Service. If the name which is on file with the Internal Revenue Service is different from the licensed name of the center, please provide the name on file with IRS: WARNING: Failure to provide the above information may result in a 28% reduction from your payments.	
Street Address: City: State: Zip Code: Parish: Telephone: () E-mail:	Mailing Address (if different from Street Address): City: State: Zip Code: Parish: Telephone: ()

CHILD CARE SERVICE DESCRIPTION

Licensed Capacity:	Hours of Operation: Monday _____ a.m./p.m. to _____ a.m./p.m. Tuesday _____ a.m./p.m. to _____ a.m./p.m. Wednesday _____ a.m./p.m. to _____ a.m./p.m. Thursday _____ a.m./p.m. to _____ a.m./p.m. Friday _____ a.m./p.m. to _____ a.m./p.m. Saturday _____ a.m./p.m. to _____ a.m./p.m. Sunday _____ a.m./p.m. to _____ a.m./p.m.
Ages Served:	

GENERAL PROVISIONS: The Louisiana Department of Education (hereinafter referred to as "Department") and the child care provider named on this Agreement (hereinafter referred to as "Provider") agree that the Provider will furnish child care subject to the following general provisions:

1. Provider will comply with all applicable state and federal laws, regulations, and other standards and requirements in providing services under this agreement including but not limited to:

Name of Center: _____
Initials of Owner or Director: _____

- a. State licensing requirements for Class A licensed child care centers.
 - b. All applicable laws concerning the use of child safety devices (car seat belts, child restraining seats, infant carrier seats, etc.) in the transporting of a child receiving child care from a Provider under this Agreement, including Louisiana R.S. 32:295, the Occupant Protection Enforcement Information Law. This provision applies to all types of vehicles used for transportation as part of the child care services furnished by the Provider. Provider also agrees to use only safe children's products in accordance with R.S. 46:2701, Children's Product Safety Act (baby beds, playpens, high chairs, etc.) which have not been recalled.
 - c. State and federal laws and regulations concerning confidentiality of information about the children for whom care is provided and their families.
 - d. The Federal Civil Rights Act of 1964, as amended, including, but not limited to, those provisions guaranteeing equal opportunity to all seeking access to services without regard to race, color, religion, sex or national origin.
 - e. Reporting requirements with respect to suspected child abuse/neglect.
 - f. Provider will comply with Public Law 103-227, part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. Failure to comply with the provisions of law may result in the imposition of a civil monetary penalty of up to \$1,000 (one thousand dollars) per day.
 - g. Provider must abide by all laws, rules, and regulations for any programs for which federal or state funds are received.
2. Provider understands and agrees that he/she is entering into this Agreement in an independent capacity and that none of the owners, officers, directors or employees are hereby made employees of the state or federal government nor entitled to government benefits.
 3. Provider will furnish care at the address for which the facility is licensed to children for whom the Department makes payment. **This Agreement shall not be transferred to another provider or to another location of the same Provider.** It is a violation of this Agreement for eligible children to be cared for at any other address than the one given on this form (example: summer camp operated at a different location) and will result in the center not being eligible to receive any payments from the Department of Education. Provider will permit parents to see and be with their children at all times.
 4. Provider will not enter into any subcontract for the furnishing of child care for any child pursuant to this Agreement.
 5. This Agreement does not guarantee the placement of any child in the Provider's facility. Department does not recommend any child care provider; it is the right of parents/caretakers/custodians to make this choice from among all participating providers in their area.
 6. Provider will charge Department of Education children no more than the maximum rate charged to any other child in care for the same service.

Name of Center: _____
Initials of Owner or Director: _____

- a. Child Care Assistance Program Providers must not charge any more or any less than the amount shown on the CCAP Rate and Availability Verification Form (CCAP 7B) in order to become or remain an eligible CCAP Provider. Provider may not collect payment from the CCAP for any portion of the child care expense paid by a third party. **The Provider must charge the parents/caretakers/custodians and collect the difference between the total charged and the Department payment.**
- b. Child Welfare Providers – Parents and/or foster parents will not be obligated to pay the difference between the state payment (up to 100% of the state maximum rate) and any higher rates charged by child care centers; however; Child Welfare parents and/or foster parents are permitted to choose a Class A or Class M child care provider who charges greater than the state maximum rate and voluntarily enter into an agreement separate and apart from this Provider Agreement for Class A Child Care Centers (CCAP 19). If the Child Welfare parent and/or foster parent enters into an agreement separate from this Provider Agreement, LDE is in no way a party to, or responsible for, any part of any supplemental financial arrangements made. CCAP providers can never charge a Child Welfare client for absences.

- 7. Department is not responsible for registration fees or transportation fees which are not included in the rate stated on the Provider Rate Agreement (CCAP 15R).

Payment to the Provider will be based on a percentage of either the Provider's actual charge or the state maximum rate for authorized services, whichever is less.

Payment will not be made for absences of more than two days for a child in any calendar month or for an extended closure by a provider of more than two days in any calendar month. A day of closure, on a normal operating day for the provider, is counted as an absent day for the child(ren) in the provider's care. If a child authorized for full-time care attends child care less than four hours in one day, this will be counted as a half day absent and half the daily rate will be paid to the provider. No absences will be paid for part-time care.

Payments will not be made for any days after the last day that authorized care was provided. Days when the provider is unable to provide care will count as days of absence for the children in the provider's care.

In cases of a federal/state/locally declared emergency situation, or other special circumstances, the Department may waive the absence policy.

- 8. Rate increases must be reported promptly to the Department. A new Provider Rate Agreement and appropriate verification of the increase (notice to parents of increase such as newsletter, bulletin, memo, etc.) will be required at that time.

- a. Child Care Assistance Program Providers - Once notified of the rate increase, the CCAP agrees to provide a new CCAP Rate and Availability Verification Form (CCAP 7B) for each child eligible for CCAP payments. Provider agrees to complete and ensure return of the CCAP 7B to the appropriate office. Payment rates for these children will be increased, if indicated, beginning the first of the month following receipt of the new Provider Rate Agreement and verification of the new rates to the Department, if the new CCAP 7B is postmarked or received timely.
- b. Child Welfare Providers - The Department agrees to increase rates effective the first of the month following receipt of the new Provider Rate Agreement and acceptable verification information, subject to state maximum rates.

Name of Center: _____
Initials of Owner or Director: _____

9. Provider must participate in the Tracking of Time Services (TOTS) to capture time and attendance and possess the minimum equipment necessary to operate the system which includes a working internet connection at the center. A landline analog telephone can be substituted only if internet connection is unavailable due to no provider of service at the level required. Owner cannot be a Household Designee for a child in their center. An employee of the center cannot be a Household Designee for a child in the center other than their own children.
10. Provider agrees to report equipment problems with a Point of Service (POS) device or finger image scanner to the ACS Provider Help Desk AND the Department within 48 hours of failure.
11. Provider will keep a required daily attendance log for children, including arrival and departure times, for all children as required by the Licensing Section. The daily attendance log must contain the minimum required information as outlined on the CCAP 15PR (Provider Payment and Reporting Responsibilities). If transportation is provided, a daily transportation log is also required. If you do not have a daily attendance log, you may go to www.louisianabelieves.com/early-childhood/CCAPProviderCertification and print a copy.

Provider will notify the Department immediately of the removal of any child from its care so that payment from the Department for that child can be discontinued.

In the event that a manual invoice or CCAP 40 (Child Care Provider Manual Payment Request Remittance Advice) is required the provider is responsible for completing the document accurately and correctly, and reporting any discrepancy in payment to the Department. Any invoice or request for manual payment of attendance not tracked through TOTS must be accompanied by the corresponding attendance log(s). Provider agrees to submit the invoice or CCAP 40 within seven (7) calendar days of receipt. Falsifying an invoice or CCAP 40 constitutes a violation of this Agreement. Payment will be made to the Provider by Department from state and federal funds by state warrant.

12. Department requires that all payments to a Class A child care facility be made by direct deposit into the provider's checking or savings account. Therefore, the provider must submit a complete form OFS DD2, Direct Deposit Authorization Form, and all account information necessary for direct deposit. A Class A facility is ineligible to receive Department payments if required direct deposit information is not provided.
13. Provider will furnish the Department with such reports as are required by the Department in such format as is prescribed by the Department.
14. Designated Department staff or representatives may make unannounced inspections of the Provider's facility at any time during normal working hours. Provider will promptly admit representatives of all regulatory and/or funding agencies during any hours when children are in care. Provider will cooperate and participate fully in any such inspections, and the provider's director, acting director, or other person responsible for the operation of the facility will make the facility and physical plant fully accessible to the Department staff/representatives.
15. Department staff/representatives and the Provider will carry out the requirements to monitor and conduct fiscal or program audits at reasonable times. Department's authority to monitor and conduct fiscal or program audits applies to the Provider to the extent of the services furnished under the terms of this Agreement.
16. Provider will retain supporting fiscal documents (invoices, remittance advices, attendance logs, etc.) adequate to insure that claims for matching federal funds are in accordance with federal requirements. Provider will retain such documents for three (3) years after close of the state fiscal year (July 1 through June 30) in which services are provided.
17. Provider will give representatives of the Department and of the U.S. Department of Health and Human Services (HHS) access at reasonable times to all books, records, and supporting documents kept by the Provider for purposes of inspection, monitoring, auditing, or evaluation by Department or HHS personnel.

Name of Center: _____
Initials of Owner or Director: _____

18. This Agreement will become effective upon execution by the parties hereto on the date listed. Department shall incur no liability for payment for child care for any child until the Provider has received from the Department a notification of eligibility and payment amount for that child.
19. All payments by the Department to the Provider under this Agreement shall cease immediately upon termination of this Agreement.
20. a. This Agreement shall be terminated:
 - i. Immediately and without necessity of advance notice by written mutual agreement of both parties; or
 - ii. In thirty (30) days upon either party giving written notice to the other party of its intent to terminate; or
 - iii. At close of business on the license end date or closure date entered in the TIPS Provider Directory, which may be due to revocation of license because of suspected abuse or neglect or because of cited deficiencies or withdrawal of appeal; or
21. Concurrent with the date that provider is permanently disqualified from CCAP.
22. At the close of business on the date participation in CCAP is refused or terminated.
23. At close of business following expiration of a 13-day advance notice or the current license end date, whichever occurs first, if the center fails to submit information required for Direct Deposit.
24. Provider agrees to notify the Department immediately of the closure of its facility, any change in ownership or change in the location of its facility. If there is a change in ownership, the new provider, or if a change in location, the current provider must submit a new Agreement.
25. By executing this Agreement, neither of the parties incurs an obligation, either expressed or implied, to renew this Agreement or execute a new Agreement between the parties after the termination of this one.
26. The Provider shall be disqualified from receiving CCAP payments if the Department determines that certain acts or violations have been committed. Depending upon the act or violation, the disqualification may be permanent, or it may last for a period of three months to 24 months for reasons such as but not limited to:
 - A. A condition or situation exists that places the lives, health, safety, or physical, mental, or emotional well-being of any child entrusted to the Provider's care in imminent danger, regardless if such condition or situation results from an act or from omission by the Provider.
 - B. The provider is in violation of the terms of the Provider Agreement and/or Provider Rate Agreement, if false information or documentation is furnished to obtain or maintain CCAP payments, or if specified changes are not reported as required. Specified changes are listed on form CCAP 15ICP (Invoice Completion Instructions) and CCAP 15PR (Provider Payment and Reporting Responsibilities).
 - C. A provider has allowed an improper check in and/or check out or has submitted invoices for payment when the provider knew or should have known that the electronic information or information contained in such invoices was false.
 - D. A condition or situation exists that places the lives, safety, or physical, mental, or emotional well-being of any employee of provider in imminent danger, regardless if such a condition or situation results from an act or from omission by the Provider.
 - E. A provider has prevented or, through the use of force, violence or threats, has attempted to prevent any DCFS officer or employee from performing any of his/her official functions.

Name of Center: _____
Initials of Owner or Director: _____

F. A condition or situation exists that places the lives, safety, or physical, mental, or emotional well-being of any government officer or employee performing official duties involving or concerning provider in imminent danger, regardless if such a condition or situation results from an act or from omission by the Provider.

27. If a facility's application is denied or a license is revoked, not renewed, or surrendered to avoid adverse action due to the provider's failure to comply with state statutes and licensing rules, the Department may not accept a subsequent application for that facility or any new facility for a minimum period of two years after the effective date of revocation, denial, non-renewal, or surrender for a minimum period of two years after all appeal rights have been exhausted, whichever is later. The licensing disqualification period shall include the owner director and any affiliate of the provider.

Under no circumstances will payment be made outside of the effective dates of this agreement.

Neither the federal government nor the State of Louisiana provides appeal rights for providers whose participation in the Child Care Assistance Program is refused or terminated. There is no right to a State contract, which is what a CCAP Provider Agreement is. The decision to deny appeal rights was made by the State Legislature and the Department does not have the authority to overrule State law. If the Department determines that any amounts paid to the provider exceeded the amount to which the provider was qualified, the Department shall have the right to recover or recoup those amounts.

28. Provider will furnish verification of identity (must be a government issued picture ID) and copy of Social Security card for all owners and directors.

29. By signing this Agreement, the Provider agrees to abide by the terms and provisions stated herein.

30. Provider must have access to email or electronic communication, and keep this information current, as the Department will now be communicating information to providers by this medium. Any action taken on your CCAP agreement will continue to be sent by original correspondence. However, in order to stay current with any changes or departmental information, the Department will now be communicating electronically. Provide a valid email address below:

Primary email address: _____
(PLEASE PRINT)

Secondary email address: _____
(PLEASE PRINT)

This Agreement shall commence on _____ and terminate on the Provider's license termination date or upon revocation of the Provider's license , whichever occurs first.

NOTE: State Law prohibits the Department of Education from paying unlicensed child care centers. If your license expires at any time, it is your responsibility to discontinue serving children paid for by the Department of Education.

_____ Signature of Owner	_____ SSN	_____ Signature of Co-Owner	_____ SSN
-----------------------------	--------------	--------------------------------	--------------

_____ Print Name	_____ Date	_____ Print Name	_____ Date
---------------------	---------------	---------------------	---------------

_____ Signature of Director	_____ SSN	_____ Signature of Co-Director	_____ SSN
--------------------------------	--------------	-----------------------------------	--------------

_____ Print Name	_____ Date	_____ Print Name	_____ Date
---------------------	---------------	---------------------	---------------

Name of Center: _____

Initials of Owner or Director: _____

ADDITIONAL OWNERS, if applicable (ALL owners are required to sign)

Signature of Co-Owner SSN Signature of Co-Owner SSN

Print Name Date Print Name Date

Signature of Co-Owner SSN Signature of Co-Owner SSN

Print Name Date Print Name Date

Department Signature Date