CCAP 16PDCI
Rev. 03/16

Louisiana Department of Education
Child Care Assistance Program

CHECKLIST
Family Child Care Provider Initial Application

Provider's Name _____ Provider Number (If applicable) _____

Food Program Participant ☐ Yes ☐ No

PART 1:

YOUR CCAP APPLICATION MUST BE ENTERED INTO THE CAFÉ ONLINE SYSTEM located on our website www.louisianabelieves.com. Click on the heading, Early Childhood, CCAP Provider Certification, then "**Become a CCAP Provider**".

The online application includes entries for your registration form, provider agreement, provider rate agreement, W-9 tax information and direct deposit information.

PART 2:

The following required information must be submitted within the 30 day application processing period. Items may be uploaded via CAFÉ, faxed to us at 225-342-4180 or mailed to the following address: CCAP Provider Certification, P. O. Box 2510, Baton Rouge, LA 70821:

- ☐ Verification of rates charged (notice to parents such as newsletter, bulletin, memo, etc.)
- ☐ Verification of identity (must be a government issued picture ID such as a driver's license)
- ☐ Social Security Card (copy)

- ☐ Residence Verification (verification of physical address)
- ☐ Age Verification
- ☐ Copy of a current Fire Marshal Inspection Report. If obtained through the Food Program it must be good for at least six months from the date Provider Certification receives this application packet.
- ☐ Current Infant, Child and Adult CPR Verification Expires On: _____
  If verification is not provided, indicate reason below:
  - ☐ Class taken but card not yet received.
  - ☐ Class is scheduled. Date of class: _____
  - ☐ Other: _____

- ☐ Current verification of Pediatric First Aid Training Expires On: _____
  If verification is not provided, indicate reason below:
  - ☐ Class taken but card not yet received.
  - ☐ Class is scheduled. Date of class: _____
  - ☐ Other: _____

- ☐ A CCAP 16E, Criminal Background Check Authorization form, completed for each of the following: the provider, any adult living at the location where care is provided, any adult employed at or any adult employed on the property where care is being provided. NOTE: Complete two (2) sets for each person, one to submit with your CCAP application and one set to keep until Provider Certification staff notifies you to go to your local Sheriff's office to obtain the Live Scan.

- ☐ Louisiana CCAP Provider Time and Attendance Equipment Agreement (CCAP 14EA) (Agreement must be completed, signed and dated. All pages must be returned.)

- ☐ Verification of checking or savings account.

CCAP 14EA
Issued: 11/10

LOUISIANA CCAP PROVIDER TIME AND ATTENDANCE EQUIPMENT AGREEMENT

FOR INTERNAL USE ONLY
Agreement Number: LADAYC-00-

CCAP Provider ID: _____

Effective Date: _____

This **Agreement** is made by and between ACS State & Local Solutions, Inc. a New York Corporation, having an office at 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (hereinafter "**ACS**") and _____ _____, a ☐ _____ corporation,

☐ individual(s), ☐ partnership, ☐ other _____ ; organized and existing

Under the Laws of the State of _____, and having

a ☐ business, ☐ Residence at _____
(hereinafter **"Provider"**).

ACS is under contract with the State of Louisiana (hereinafter "**State**") to provide an automated e-Child Care system that provides timekeeping and recording of attendance of State authorized Child Care attendees. As part of that contract with the State, ACS is also required to furnish equipment for the use of Class A, R and M. child care providers and maintain that equipment.

Article 1: **ACS STATE AND LOCAL SOLUTIONS RESPONSIBILITIES**

1.1 ACS will furnish Provider with Point of Service (POS) and biometric finger image reader equipment (hereinafter "**Equipment**") and related services: installation, training, repair, and help desk support.

1.2 Equipment. Equipment shall be a VeriFone model VX 570 (POS) and MSO300 (Biometric reader). ACS reserves the right to change the Equipment's brand, model or features at any time without prior notification to Provider.

1.3 Equipment Ownership. Equipment shall at all times remain the property of ACS.

1.4 Equipment Usage. Equipment shall be used by Provider solely in connection with the Louisiana Child Care Assistance Program (hereinafter "**CCAP**").

1.5 Equipment Allocation. Guidelines for Equipment allocation are established under a separate contract between ACS and the State. Equipment will be allocated at a ratio of 1 unit of Equipment to 40 State authorized Child Care attendees (hereinafter "Active Participants"), with the following two exceptions: (1) Class A, R, and M Providers who provide services for 39 or less authorized Child Care attendees will receive, at a minimum, one unit of Equipment; (2) Providers will receive an additional unit of Equipment if there is a "remainder" after dividing the highest number of authorized Child Care attendees by 40. Examples: (1.) A Provider with 1-40 Active Participants would receive 1 unit of Equipment; (2.) A Provider with 41-80 Active Participants would receive 2 units of Equipment; (3.) A Provider with 85 Active Participants would receive 3 units. If a single Child Care Provider operates more than one facility, these guidelines apply to each of the facilities.

ACS reserves the right to remove Excess Equipment on demand during Provider's normal business hours. Excess Equipment is defined as any equipment that exceeds the equipment allocation pursuant to the Guidelines for Equipment allocation described above and in the contract between ACS and the State of Louisiana.

1.6 Installation. ACS shall provide for Equipment installation at a time mutually agreed to between ACS (or its designated installer) and the Provider.

1.7 Training. At the time of installation, the Provider or authorized person will be trained and provided one (1) *Quick Reference Guide* and one (1) *Louisiana Child Care Provider Operations Manual.* This reference material will be made available on the Child Care Provider Web. Amendments to the Quick Reference Guide and the Louisiana Child Care Provider Operations Manual will be provided in hard copy.

1.8 Help Desk. ACS shall provide a toll free telephone number for Provider use 24 hours per day/7 days per week. The Help Desk will be staffed by customer support representatives. The Help Desk will also be staffed on all major holidays except New Year's Day, Independence Day, Thanksgiving, and Christmas Day. During non-staffed time, Help Desk calls will be handled through an Interactive Voice Response Unit (IVR). Telephone calls from pay phones will not be accepted.

1.9 Equipment Repair. ACS shall be solely responsible for repair of Equipment. For Equipment repair, Provider shall promptly notify ACS using the telephone number(s) separately furnished to Provider by ACS. Repair calls will be accepted during normal help desk hours listed above or the Provider may leave a message on the IVR regarding the nature of the problem. Telephone calls from pay phones will not be accepted. At ACS discretion, Equipment may either be repaired or replaced. If the equipment issue cannot be resolved by phone with the Customer Service Representative nor NEMC, and replacement equipment is required, the equipment is replaced within 24 hours of notification of the problem and is received by the provider the following business day.

1.10 Supplies. ACS will provide the initial supply of paper. After the initial supply, Providers will be responsible for purchasing paper for the equipment. ACS will be responsible for financially reimbursing the Provider for paper used in the Equipment. The amount of reimbursement is based on an algorithm of Equipment usage, not supplies actually expended. Reimbursement shall be made monthly via electronic funds transfer only.

Article 2: PROVIDER RESPONSIBILITIES

2.1 Equipment Use and Care. The Provider agrees that it shall follow the instructions of any manuals accompanying the Equipment, as amended from time to time, in the care, use and installation requirements of the Equipment as specified by the manufacturer or ACS.

2.2 Equipment Security. Provider agrees that it shall provide reasonable security measures to protect the Equipment from damage, theft or unauthorized use.

2.3 Equipment Environmentals. Provider agrees that it shall provide suitable electric current (standard 120 volt outlets) to operate the Equipment, a suitable place for Equipment installation, a suitable environment for the Equipment and telephone service for use by the Equipment (shared or dedicated at Provider discretion). Provider agrees to be solely responsible for and bear all onetime and recurring expenses and fees, of all electrical and telephone services necessary for the operation of the Equipment.

2.4 Provider and Bank Data. Provider agrees that at all times it shall provide accurate and current data for Exhibit A (Louisiana CCAP Provider Reimbursement and Settlement Authorization Form). Provider acknowledges that failure to immediately notify ACS in writing of changes to Exhibit A data may result in delay in equipment installation and/or reimbursement for POS printer paper. Provider acknowledges and agrees that banking information can be used to credit, debit, and/or make adjustments to credits or debits, required to fulfill the terms of this agreement.

2.5 Equipment Control and Location. Provider agrees that it will at all times keep the Equipment in its sole possession and control. The Equipment shall not be moved from the Provider address(es) reflected on record with the State without prior authorization from State.

2.6 Equipment Liens. Provider agrees that it shall keep the Equipment free and clear of all liens and encumbrances.

2.7. Equipment Access. Provider agrees that ACS or its designee shall have free and clear access to the Equipment at all reasonable times for the purpose of maintenance, repair, inspection or removal.

2.8 Equipment Repair. Provider agrees that it shall not make or attempt to make any repairs to the Equipment.

2.9 Equipment Supplies. ACS will provide the initial supply of paper. After the initial supply, Providers will be responsible for purchasing paper for the equipment. ACS will be responsible for financially reimbursing the Provider for paper used in the Equipment. The amount of reimbursement is based on an algorithm of Equipment usage, not paper actually expended. Reimbursement shall be made monthly via electronic funds transfer only

Article 3: TERM AND TERMINATION

3.1 Term. The term of the Agreement shall commence on the Effective Date and continue through Provider's State determined term of agreement for CCAP participation, as well as the existence of assigned Active Participants.

3.2 Renewal Periods. Unless the Agreement is terminated or expires in accordance with the terms of this Agreement, this Agreement shall automatically renew without further action for the duration of authorization assignment and active participation.

3.3 Termination. Either party may terminate this Agreement without cause upon giving fifteen (15) days prior written notice to the other party, citing this Section 3.3.

This Agreement shall terminate immediately upon the instance of one or more of the following: Provider is no longer authorized under the State Child Care Assistance Program or Provider ceases its business operations in the State for any reason.

3.4 Effect of Termination – Equipment. Within five (5) business days of Agreement termination, Provider shall return all Equipment to ACS at ACS expense and in the manner agreed to by ACS, or make the Equipment available for ACS pickup at a mutually agreed time from 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding Federal holidays. Upon termination of the Agreement pursuant to the provisions herein, Provider will immediately return the Equipment to ACS or purchase the Equipment from ACS at a price to be mutually agreed upon between ACS and Provider. Failure of the Provider to return equipment within ten (10) business days of the effective termination date will result in a debit to the Provider's financial institution account in an amount consistent with the schedule below. If the Provider does not have an account with a financial institution, the Provider will be billed in accordance with the schedule below.

	Year One	Year Two	Year Three	Year Four	Year Five
VeriFone Model VX 570 (POS)	$338.00	$270.00	$202.80	$135.20	$67.60
MSO300 (Biometric Reader)	$435.00	$348.00	$261.00	$174.00	$87.00
Complete Set	$773.00	$618.00	$463.80	$309.20	$164.60

Article 4: CARE OF EQUIPMENT

4.1 Provider agrees to follow the instructions of any Manuals accompanying the Equipment, as amended from time to time, in the use and care of the Equipment and agrees to advise ACS or its authorized representatives of any conditions that may require servicing. Provider will take all reasonable security measures to protect the Equipment from damage and/or unauthorized use. Provider will not make or attempt to make any repairs to the Equipment. Provider will ensure that Provider's existing insurance covers the Equipment against casualty loss. Provider agrees to bear the expense of repairing damage to the Equipment which occurs while the Equipment is in Provider's care, unless such damage is caused by Equipment malfunction which did not result from Provider's improper use of the Equipment.

Article 5: LIMITATION OF LIABILITY

5.1 ACS and the State will not be responsible or liable for any cost, expense or damage arising out of the use of the Equipment by Provider including, but not limited to, lost profits or damages to persons or property. Provider will bear all risks including the entire risk of loss, theft, damage or destruction of the Equipment and all liability for the use, possession, operation, storage and condition of the Equipment; provided, however, that Provider will not be liable for personal injury and/or damages to property resulting from the negligence or willful acts of ACS, its employees, subcontractors or agents.

Article 6: INDEMNIFICATION

6.1 Provider will indemnify and hold ACS, its parent corporations, affiliates, employees, subcontractors and agents harmless from all losses, costs, expenses and damages, including attorneys' fees, incurred because of or incident to the Equipment or the use, possession, operation, storage and condition thereof; provided, however, that Provider's obligation to indemnify and hold harmless will not apply in cases in which ACS will be found liable for personal injury and/or damage to property resulting from the negligence or willful acts of ACS, its employees, contractors or agents.

Article 7: WARRANTIES

7.1 ACS WARRANTS THAT SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS BY QUALIFIED PERSONNEL IN A QUALITY MANNER AND WILL CONFORM TO THE SPECIFICATIONS AS DESCRIBED HEREIN.

7.2 THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN BY ACS WITH RESPECT TO THE SERVICES AND EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. ACS MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Article 8: GOVERNING LAW

8.1 This Agreement will be governed by and construed in accordance with the Laws of the State of Louisiana and any action commenced hereunder shall be brought in State of Louisiana. Further, Provider consents to the jurisdiction of the courts located in State of Louisiana.

Article 9: ASSIGNMENT

9.1 Neither this Agreement, nor any right or obligation there under, shall be assigned to third parties by the Provider without the prior written consent of ACS.

Article 10: AMENDMENTS OR ADDENDA

10.1 The amendments, addenda, exhibits or attachments listed below, are incorporated herein by reference:

Exhibit A: Louisiana CCAP Provider Reimbursement and Settlement Authorization Form

Article 11: INDEPENDENT CONTRACTOR

11.1 The parties shall, at all times, be independent contractors, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the parties.

Article 12: **ENTIRE AGREEMENT AND MODIFICATIONS**

12.1 This Agreement supersedes any and all prior representations, conditions, warranties, understandings, proposals, or previous agreements between the parties hereto, either oral or written relating to the matters of this Agreement hereunder and constitutes the sole, full and complete agreement between the parties.

12.2 Further, this Agreement shall not be modified, changed, amended, or waived except by means of a written instrument signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have through duly authorized officials, executed this Agreement.

ACS STATE & LOCAL SOLUTIONS, INC.	CHILD CARE HOME OR CENTER
By:	
(Signature)	(Signature)
Michael Langenohl	
(Name, type or print)	(Name, type or print)
VP, Electronic Payment Services	
(Title)	(Title)
4/26/2010	
(Date)	(Date)

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Exhibit A

LOUISIANA CCAP PROVIDER REIMBURSEMENT AND SETTLEMENT AUTHORIZATION FORM

CCAP Provider ID #: _____

_____
(Legal Business Name)

authorizes ACS and its designated financial institution Bank of America and the financial institution listed below to deposit reimbursement funds to and debit from (equipment) the indicated business account for activity related to the State of Louisiana's Child Care Assistance Program subject to the terms of the Provider Agreement.

Choose (☐) One:

☐ **First Submission** ☐ **Change in Banking Info**

Business Information:

_____
Authorized Individual Name

_____
Title

_____
DBA (Business Name)

_____
Address

_____
City/State/Zip

_____
Telephone Number

_____
Authorized Signature

Fill in information for the account funds will be deposited in to:

Checking Account Number:

☐

Savings Account Number:

☐

Bank Routing Number (ABA Number):

☐

Please return completed form to:
ACS State and Local Solutions
National Retail Management Center
P.O. Box 80469, Austin TX 78708
Contact us at: ebt.retailoperations@acs-inc.com or (866) 217-1076

Louisiana Provider 2372
123 Main St
Louisiana City, LA 12345 Date _____

Pay to the
Order of _____ $ ☐
_____ Dollars

VOID

XYZ Bank of Louisiana
City, XY

For _____ _____

:123789789:987654321:2372