

Name of center: _____

Initials of owner: _____

Louisiana Department of Education
Child Care Assistance Program
January 2020 - January 2021

Renewal Change

Provider Agreement for TYPE III Early Learning Center

This Provider Agreement must be returned to the Department within 10 calendar days of receipt.

Licensed Name of Center:	Provider Number (TIPS):	License No.:
Physical Address:	License Capacity:	Ages Served:
City:	Zip Code:	Parish:
Telephone:	E-mail:	
Employer Identification Number: _____ The Employer Identification Number (EIN) is issued by the Internal Revenue Service. 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:		
Mailing Address: (if different from Street Address):	City:	State:
Zip Code:	Do you offer care for Special Needs children?	

Hours of Operation

Monday	a.m./ p.m.	a.m./ p.m.
Tuesday	a.m./ p.m.	a.m./ p.m.
Wednesday	a.m./ p.m.	a.m./ p.m.
Thursday	a.m./ p.m.	a.m./ p.m.
Friday	a.m./ p.m.	a.m./ p.m.
Saturday	a.m./ p.m.	a.m./ p.m.
Sunday	a.m./ p.m.	a.m./ p.m.

General Provisions:

1. 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:
 - a. Definition of Caregiver - any person legally obligated to provide or secure care for a child, including a parent, legal guardian, foster home parent, or other person providing a residence for the child.
 - b. Provider will participate in all aspects of the Early Childhood Care and Education Network as provided in R.S. 17:407.91 et seq. and BESE Bulletin 140, Louisiana Early Childhood Care and Education Network, including participation in the local Community Network, the accountability system, coordinated enrollment and obtaining academic approval.

Laws, Regulations and Standards:

2. Provider will comply with all applicable state and federal laws, regulations, and other standards and requirements, as amended, in providing services under this Agreement, which include but are not limited to:
 - a. State licensing requirements for Type III early learning centers found in BESE Bulletin 137, Louisiana Early Learning Center Licensing Regulations,
 - b. All applicable laws concerning the use of child safety devices (car seat belts, child restraint seats, infant carrier seats, etc.) in the transporting of a child receiving 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,
 - c. R.S. 46:2701, the Children's Product Safety Act, which requires child care providers to use only safe children's products, meaning those that have not been recalled (baby beds, playpens, high chairs, etc.),
 - d. State and federal laws concerning confidentiality of information about the children for whom care is provided and their families,
 - e. 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,
 - f. Mandatory reporting requirements with respect to suspected child abuse and neglect,
 - g. 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 facilities funded solely by Medicare or Medicaid funds. Failure to comply with the provisions of law may result in the imposition of a civil monetary penalty of up to \$1,000 per day,
 - h. All laws, rules, regulations, fiscal management, and financial integrity for any programs for which federal or state funds are received.

Supervision:

3. Children shall be supervised at all times at the facility, on the playground, on field trips, on non-vehicular excursions, as follows:
 - a. Children shall not be left alone in any room, (except the restroom as indicated in section 17.G of this Section), outdoors, or in vehicles, even momentarily, without staff present.
 - b. A staff person shall be assigned to supervise specific children whose names and whereabouts that staff person shall know and with whom the staff person shall be physically present. Staff shall be able to state how many children are in their care at all times.
 - c. Individuals who do not serve a purpose related to the care of children or who hinder supervision of children in care shall not be present at the facility.
 - d. While supervising a group of children, staff shall devote their time to supervising the children, meeting the needs of the children, and participating with them in their activities.
 - e. Staff duties that include cooking, housekeeping or administrative functions shall not interfere with the supervision of children.
 - f. Restrooms - Children who are developmentally able may be permitted to go to the restroom independently at a facility, provided that a staff member is in close proximity to and can see the children to ensure immediate intervention to safeguard a child from harm while in the restroom; and individuals who are not staff members may not enter the center restroom area while in use by any child other than their own child. A child age four and older may be permitted to go and return from the restroom without staff.
 - g. When children are in the play yard, the staff member must be able to summon another staff member without leaving the children unsupervised.
 - h. Staff shall actively supervise children engaged in all water activities.

Serving Special Populations:

4. Pursuant to Title III, the Americans with Disabilities Act (ADA), child care centers, regardless of size or number of employees, including home-based centers:
 - a. Must provide children and caregivers with disabilities with an equal opportunity to participate in the child care center's programs and services;
 - b. Cannot exclude children with disabilities from their programs unless their presence would pose a direct threat to the health or safety of others or require a fundamental alteration of the program;
 - c. Have to make reasonable modifications to their policies and practices to integrate children, caregivers, and guardians with disabilities into their programs unless doing so would constitute a fundamental alteration;
 - d. Must provide appropriate auxiliary aids and services needed for effective communication with children or adults with disabilities, when doing so would not constitute an undue burden; and
 - e. Must generally make their facilities accessible to persons with disabilities. Existing facilities are subject to the readily achievable standard for barrier removal, while newly constructed facilities and any altered portions of existing facilities must be fully accessible.

- f. Under the McKinney-Vento Homeless Assistance Act, LEAs must identify children and youth in homeless situations and provide appropriate services. This includes all children attending publicly-funded school programs, and children attending publicly-funded early childhood programs and include siblings in both settings.

Training:

5. Provider must take the Pre-Service Orientation within 30 days prior to initial certification. Verification must be submitted to the Department as a part of the application for certification.
6. As a CCAP provider, ongoing training in the health and safety topics listed below are required annually and verification submitted to the Department:
 - a. prevention and control of infectious diseases (including immunization)
 - b. prevention of sudden infant death syndrome and use of safe sleeping practices (if applicable)
 - c. administration of medication, consistent with standards for the caregiver's consent
 - d. prevention and response to emergencies due to food and allergic reactions
 - e. building and physical premises safety, including identification of and protection from hazards that can cause bodily injury
 - f. prevention of shaken baby syndrome and abusive head trauma (if applicable)
 - g. emergency preparedness and response planning for emergencies resulting from a natural disaster, or a man- caused event
 - h. handling and storage of hazardous materials and the appropriate disposal of bio contaminants
 - i. precautions in transporting children (if applicable)
 - j. first aid and cardiopulmonary resuscitation (CPR) certification
 - k. recognition and mandatory reporting of child abuse and neglect

BESE Bulletin 139:

7. Provider will comply with all aspects of Bulletin 139—Louisiana Child Care and Development Fund Programs as follows, but not limited to the following:
8. Provider understands and agrees that provider is entering into this Agreement in an independent capacity and that neither the provider nor any of the owners, officers, directors or employees of the early learning center are hereby made employees of the state or federal government or entitled to government benefits.
9. Agreement covers a single provider and location. This Agreement covers the center located at the licensed address provided on page one and is not transferable to another location of the same provider or to another provider.
 - a. Provider shall furnish care to CCAP eligible children at the center located at the licensed address provided on page one.
 - b. This Agreement does not cover care provided at any other address, care provided by any other provider nor payments for such care.

Caregiver Ineligibility for CCAP Payments

10. A caregiver, even if certified to receive CCAP, may not receive CCAP payments for the caregiver's own children, foster children, or other children in the caregiver's custody.

Caregiver Access.

11. Provider shall allow caregivers to visit their children and the center at any time during the center's regular hours of operation and when children are present.

12. This Agreement does not guarantee the placement of any child in the provider's center. The Department does not recommend any provider for child care services; it is the right of parents/clients to make this choice from among all participating providers in their area.

13. Providers are prohibited from the use of corporal punishment such as, but not limited to, spanking, whipping with a switch or belt, arm twisting, or washing mouth with soap or other foul-tasting substances.

Emergency Preparedness:

14. Providers will develop, practice, train and follow a written emergency preparedness disaster plan that includes at a minimum:
- a. Procedures for evacuation, relocation, shelter-in-place, lock-down, communication and reunification with families, continuity of operations, accommodations of infants and toddlers (if applicable), children with disabilities, and children with chronic medical conditions;
 - b. Procedures for all staff and volunteers working at the facility where care is provided;
 - c. Posting in a visibly accessible area all appropriate emergency phone numbers, such as fire and police, hospitals and Louisiana Poison Control, and the physical address and phone number of the facility.
 - d. The Department will post emergency alerts on the Tracking of Time Services (TOTS) provider portal.

Rates:

15. Provider shall not charge the caregiver of a CCAP eligible child, including Foster care, any more than the maximum rate charged to any caregiver who is paying privately for the same child care service.

- a. Copay Requirements
 - i) Federal CCAP rules require that the provider must charge caregivers the rate provided on the current CCAP 10 form and must collect the difference between the rate charged and the amount of CCAP assistance received. This difference is the caregiver's "copay".
 - ii) Caregivers of children in foster care or in protective custody are not obligated to pay the copay because the CCAP subsidy percentage paid for children in foster care or protective custody is 100 percent of the maximum state rate or the provider's rate, whichever is less.
 - iii) Caregivers of a child in foster care or protective services may choose to place his/her child in a center with a rate that is higher than the maximum state rate, but the caregiver is responsible for the difference between the maximum state rate and the provider's rate. Arrangements for

the payment of this difference are between the caregiver and the provider. The Department will not be a third party to such an Agreement or responsible for any additional payments above 100 percent of the maximum state rate.

Payments to provider:

16. a. Payment to the provider will be based on a percentage of either the provider's actual charge or the state maximum rate for the authorized services, whichever is less.
 - b. Payment will not be made for absences for more than five days for a child in any calendar month or for an extended closure by provider of more than five 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 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.
 - c. 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.
 - d. In the event an invoice is required, the provider must complete and submit a CCAP 40 form (Child Care Provider Manual Payment Request Remittance Advice) or a CCAP 15ICP (Semi-Automated Invoice). These forms must be accompanied by the corresponding attendance record(s). Provider agrees to submit the invoice and all corresponding attendance record(s) within seven (7) business days of receipt or document expiration date. Payments will be made upon approval to the provider by Department from state and federal funds by state warrant.
 - e. In cases of a federal/state/locally declared emergency situation, or other special circumstances, the Department may waive the absence policy.
17. Provider agrees to notify the Department promptly when provider rates change. A new Provider Rate Agreement form and appropriate verification of new rates (notice to caregivers of change) will be required at that time. Department agrees to provide a new Report of Changes (CCAP 10) for each CCAP eligible child for whom the provider rate has changed. Provider agrees to complete and ensure return of the CCAP 10 to the Department. Department agrees to change the payable rate, subject to the state maximum rate, effective 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 10 is postmarked or received timely.

Tracking of Times Services (TOTS):

18. a. 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.
- b. Provider agrees to report problems with a Point of Service (POS) device or finger image scanner to

the Conduent Provider Help Desk **and** the Department within 48 hours of failure.

- c. In addition to using TOTS, provider shall keep a required daily attendance log for children, including arrival and departure times, and parent signature for each child. The daily attendance log must contain the minimum required information as outlined in Provider Payment and Reporting Responsibilities (CCAP 15PR). If transportation is provided, a daily transportation log is also required. A sample attendance log may be found at www.louisianabelieves.com.
- d. Provider shall 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.
- e. Provider agrees to furnish the Department with such reports as are required by the Department in such format as is prescribed by the Department.

Inspections:

- 19. a. Provider shall allow inspection of the center by Department staff and other authorized inspection personnel and caregivers of children in care, during normal hours of operation and when children are in care.
- b. Provider shall promptly admit representatives of all regulatory and funding agencies during normal hours of operation and when children are in care.
- c. Provider shall cooperate and participate fully in any such inspections, and the director, director designee, or other person responsible for the operation of the center will make the center and physical plant fully accessible for inspection.

Audit:

- 20. a. Department staff or representatives and the provider will carry out the requirements to monitor and conduct fiscal 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.
- b. 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 related to CCAP assistance and kept by the provider for purposes of inspection, monitoring, auditing, or evaluation by the Department of HHS personnel.
- c. Provider will retain supporting fiscal documents (invoices, remittances, 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 the close of the state
- d. fiscal year (July 1 through June 30) in which services are provided.

Terms of Agreement:

- 21. a. This Agreement will become effective upon full execution by the parties hereto.
- b. Department shall incur no liability of payment for child care for any child until the provider has received from the Department a notification of eligibility and payment authorization for a child.

- c. All payments by the Department to the provider under this Agreement shall cease immediately upon termination of this Agreement.

Suspension of Provider's Certification:

- 22. a. When the Department determines the provider is not in compliance with an administrative requirement, the Department may send written notice by mail or email informing the provider of the administrative noncompliance and requiring that the provider come into compliance.
- b. If the provider does not come into compliance within 14 calendar days of such notice, the Department may suspend payments to the provider until the provider is in compliance.
- c. The Department shall notify the provider by either email, mail or fax that it has suspended the provider's payments within two calendar days of suspending the payments and shall include language informing the provider that it has an additional 14 calendar days in which to come into compliance or its certification may be terminated.

Internal Revenue Service, Levy, Seizures:

- 23. Pursuant to La. R.S. 47:1572, the Department has a legal responsibility to comply with the terms of a withholding order, levy or lien as issued by a court or a government agency until it is released or the liability is satisfied.

This Agreement may be terminated:

- 24. a. immediately and without the necessity of advance notice by written mutual Agreement of both parties; or
- b. in thirty days upon either party giving written notice to the other party of its intent to terminate the Agreement; or
- c. by the Department at the close of business on the date the Type III early learning center license is not timely renewed; or
- d. by the Department at the close of business on the date the license is revoked or renewal is refused; or
- e. by the Department at the close of business on the day the Type III early learning center license is surrendered in order to obtain a Type I or Type II early learning center license; or
- f. at the close of business on the date of certification for CCAP eligibility is terminated or renewal is refused; or
- g. provider agrees to notify the Department immediately of the closure of its center, or any change in ownership or change in the location of its center. If there is a change in ownership, the new provider, or a change in location, the current provider must submit a new Agreement; or
- h. payment shall not be made outside of the effective date of this Agreement.

Name of center: _____

Initials of owner: _____

- 25. The Department may terminate a provider's certification and impose a period of ineligibility on the provider for program violations, which include but are not limited to the violations listed in Section 321 of BESE Bulletin 139, Louisiana Child Care and Development Fund Program or a condition or situation exists that places the lives, safety, or physical, mental or emotional well-being of any child entrusted to the provider's care in imminent danger, regardless if such a condition or situation results from an act or omission by the provider.
- 26. Neither the federal government nor the State of Louisiana provides appeal rights for a provider whose participation in the Child Care Assistance Program is refused or terminated. The decision to deny appeal rights was made by the State Legislature and the Department does not have the authority to overrule State law. The provider is not entitled to CCAP payments during the appeal process and winning the appeal does not restore CCAP payments of eligibility.

Recovery:

- 27. 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.

Acknowledgement:

- 28. This Provider Agreement shall be returned to the Department within 10 calendar days of receipt to ProviderCertification@la.gov or 225-342-4180 (fax) or mailed to:

Louisiana Department of Education
P.O. Box 2510
Baton Rouge, Louisiana 70821

- 29. This agreement shall commence on _____ and terminate on providers' certification expiration date _____ or upon termination of eligibility as a CCAP provider, whichever occurs first.

Signature of Owner

Signature of Director

Print Name

Date

Print Name

Date

THIS PROVIDER AGREEMENT MUST BE RETURNED TO THE DEPARTMENT WITHIN 10
CALENDAR DAYS OF RECEIPT. FAILURE TO TIMELY RETURN THIS AGREEMENT MAY RESULT
IN SUSPENSION OF CCAP PAYMENTS.