

Name of provider: _____

Initials of provider: _____

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

Renewal Change

Provider Agreement for In-Home Child Care provider (Type U)

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

Name:	Provider Number (TIPS):	Date of Birth:
Physical Address:	Capacity: N/A	SSN:
City:	Zip Code:	Parish:
Telephone:	E-mail:	
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: The Louisiana Department of Education (hereinafter referred to as “Department”), and the child care Providers (Primary or Secondary) named above (hereinafter referred to as “Providers”) agree that the Provider will furnish child care subject to the following general provisions:

1. 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.

Regulations:

2. Provider will comply with all applicable state and federal laws, regulations and other standards and requirements in providing services under this agreement and for which federal and state funds are received.
3. Provider understands and agrees that he or she is entering into this agreement in an independent capacity and does not hereby become an employee of the state government or entitled to government benefits.
4. Provider will comply with all applicable state laws concerning the use of child safety devices (car seat belts, child restraining seats, infant carrier seats, etc.) in the transportation of a child receiving child care from a Provider under this agreement, including Louisiana R.S. 32:295. Provider shall maintain a current driver's license and car insurance. These provisions apply 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 (baby beds, playpens, high chairs, etc.) which have not been recalled.
5. Provider is 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.

Supervision:

6. Children shall be supervised at all times in the home, in the yard, on field trips, on non-vehicular excursions, and during all water activities and water play activities.
 - a. Children shall not be left alone in any room, (except the restroom as indicated in section 16.f 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 residence.
 - 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 residence, provided that a staff member is in 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 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:

- 7. 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 parents 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, parents, 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 must be done for all children attending publicly-funded school programs, including publicly-funded early childhood programs and including siblings in both settings.

BESE Bulletin 139. 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 is only allowed by regulation to provide child care services in the child or children(s) own home.
- 9. Provider must be at least 18 years of age. Government issued picture ID such as driver's license is required.
- 10. Provider must furnish verification of current certification for Pediatric First Aid training.
- 11. Provider must furnish verification of current Infant, Child and Adult Cardiopulmonary Resuscitation (CPR) certification. Both the front and back of the CPR card must be copied and must show a certification date and the end date or renewal date.
- 12. Provider must submit verification prior to certification and thereafter at renewal that the home where care is being provided has passed an inspection with the Office of State Fire Marshal to ensure that specified health and safety standards are met. Provider must contact the Office of State

Fire Marshal and follow their instructions to obtain the Fire Marshal inspection.

13. Provider must have a fingerprint based criminal background check completed on all adults living at the location where care is provided, including the provider, and any adults employed in or on the
14. property where care is provided. (This does not include the caregivers as defined pursuant to Bulletin 139).
15. Provider will comply with reporting requirements with respect to suspected child abuse/neglect.
16. Provider must ensure there is a working telephone that is capable of receiving incoming and making outgoing calls and that is available at all times in the home in which care is being provided while children are in care. When a landline is used to operate the time and attendance equipment, a secondary phone number must be provided to the department. Notify the department immediately upon a change in such phone numbers by submitting written notice to the Department by fax or email.

Caregiver Ineligibility for CCAP Payments

17. 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.

18. 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.
19. 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.
20. 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:

21. 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.

Trainings:

22. Provider must take the Pre-Service Orientation training prior to initial certification. Verification must be submitted to the Department as a part of your application for certification. Orientation counts towards the 12 clock hours of training for your first annual requirement. Providers must take administration of medication, consistent with standards for caregivers consent and have a valid certificate at the certification.

23. Provider is required to obtain 12 clock hours of training annually in job related subjects approved by the Department. At renewal you will be required to submit verifications of these trainings to the Department.

12 clock hours of training must be acquired annually in the following health and safety topics:

- 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
24. Provider will develop, practice, train on 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 adults living or working in the home where care is provided, or working on the property where care is provided; and
 - 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 home.

Services/Payments:

25. Provider may not live at the same residence as the child(ren) for whom care is being provided or share the head of household's mailing address (with the exception of a P.O. Box).
26. Provider must participate in the Tracking of Time Services (TOTS) to capture time and attendance. Any invoice or request for manual payment of attendance not tracked through TOTS must be accompanied by the corresponding attendance log(s). Provider cannot be a Household Designee for a child he/she cares for.
27. Child care can be provided only by the eligible CCAP provider who signs the Agreement and only at the CCAP eligible child(ren)'s home. Payments will not be made to this provider for a CCAP eligible child who does not live at that home. Provider will permit caregivers to see and be with their children at all times.

28. This agreement does not guarantee the placement of any child in provider's care. Department does not recommend any child care provider; it is the right of the caregivers to make this choice from among all participating providers in their area.
29. Provider will charge the Department no more than the maximum rate charged for any other child in care for the same service. Provider must not charge any more than the amount shown on the CCAP Report of Changes Form (CCAP 10) in order to become or remain an eligible CCAP provider. Provider may not collect payment from the Child Care Assistance Program for any portion of the child care expense paid by a third party. Provider must charge the caregivers and collect the difference between the total charged and the Department payment.
30. 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.

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 a 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(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 circumstance, the Department may waive the absence policy.

31. Provider agrees to report problems with the Interactive Voice Response (IVR) System that prevents check in or check out for children to the Conduent Provider Help Desk AND the Department within 48 hours of failure.
32. 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 CCAP 10 for each CCAP eligible child for whom the provider's 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.

Ownership/Subcontracts:

33. This agreement shall not be transferred to another provider or to another location of the same provider and the provider shall not care for the children at any address other than the one which

the provider inspected nor shall the provider subcontract to any other person. Any transfer, change of location or subcontracting shall be grounds for immediate termination of this agreement by the Department.

Monitoring/Recordkeeping:

34. Provider will keep a required daily attendance log for children, including arrival and departure times, and parent signature for each child participating in the program, anytime TOTS is unavailable or not used to track the arrival and departure time of a child in care. The daily attendance log must contain the minimum required information as outlined in CCAP 15R (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 and print a copy.
35. The provider has allowed an improper check in and out or submitted invoices for payment when the provider knew or should have known that the electronic information or information contained in such invoice was false.
36. 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.
37. In the event an invoice is required, the Provider must complete and submit a CCAP 40 (Child Care Providers 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 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.
38. Provider will furnish Department with such reports as are required by Department in such format as is prescribed by Department.
39. Designated Department staff or representatives may conduct announced and unannounced inspections of Provider's home at any time during normal working hours or when children are in care. Provider will cooperate fully in any such inspections, and Provider will make the residence fully accessible to Department representatives.
40. Department and provider will carry out the requirements to monitor and conduct fiscal or program audits at reasonable times and provide consultation and technical assistance. Department's authority to monitor and conduct fiscal or program audits applies to provider to the extent of the services furnished under the terms of this agreement. Provider will readily admit representatives of all regulatory and/or funding agencies ensuring prompt access during any hours when children are in care and will fully cooperate with said representatives in the performance of their duties.
41. Provider will retain supporting fiscal documents (invoices, attendance logs, and remittance advices) adequate to insure that claims for matching federal funds are in accordance with federal requirements. Provider shall retain such documents for 3 years after close of the state fiscal year in which services are provided.
42. Provider will give representatives of 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 provider for purposes of inspection, monitoring, auditing, or evaluating by Department or HHS personnel.

Agreement Timeframes:

43. This agreement shall become effective upon execution by the parties hereto on the date entered below. Department shall incur no liability for payment for child care for any child until provider has received from Department a notification of eligibility and payment authorizing the provision of child care to that child.
44. All payments by Department to Provider under this agreement shall cease immediately upon termination of this agreement.
45. 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.

Termination and Suspension of Provider's Certification:

46. Suspension of Payments to Provider
 - 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.
47. 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 is such a condition or situation results from an act or omission by the provider.
48. 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.

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 a provider appeals denial or termination of registration the provider is not entitled to CCAP payments during the appeal process and winning the appeal does not restore CCAP payments of eligibility.

Internal Revenue Service, Levy, Seizures:

49. 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.

Recovery:

50. 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.

Signatures:

51. By signing the agreement, Provider agrees to abide by the foregoing provisions and further certifies that he has not been the subject of a validated complaint of child abuse or neglect or has not been convicted of pled no contest to a crime listed in R.S. 15:587:1.

52. 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

53. 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

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.