

Supervision:

5. Children shall be supervised at all times in the facility, 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 9.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.
 - i. Staff shall actively supervise children engaged in all water activities.

Serving Special Populations:

6. 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.

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:

7. Provider will comply with reporting requirements with respect to suspected child abuse/neglect.
8. Provider must take the Pre-Service Orientation prior to initial certification. Verification must be submitted to the Department as a part of your application for certification.

9. Provider is required to have training in the ten safety and health topics listed below as a CCAP provider. The provisions of these training requirements including policies and practices to ensure compliance of these health and safety requirements for Public CCAP School Based Providers are covered in BESE Bulletin 135 – Safety and Health, Bulletin 741 (Public) Handbook for School Administrators and Bulletin 119 – School Transportation Specifications & Procedures; and Non-Public CCAP School Based Providers in Bulletin 741 (Non-public) Handbook for School Administrators.

The required health and safety topics are:

- 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 caregivers 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

This school complies with all provisions contained in the aforementioned bulletins that correspond to the CCDF State Plan health and safety requirements. By my signature of this provider agreement below, I am indicating agreement with all of the aforementioned requirements.

10. Provider will develop, practice and 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 staff and volunteer emergency preparedness training and practice drills; 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 for the facility.

Services/Payments:

11. 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).
12. 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 landline telephone. An employee of the facility cannot be a Household Designee for a child in the facility other than their own children.
13. Provider will furnish care at the address listed in this agreement to children for whom the Department makes payment. Provider will permit caregivers (as defined by Bulletin 139) to see and be with their children at all times.
14. 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 caregiver to make this choice from among all participating providers in their area.

15. 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 Rate and Availability Form (CCAP 7B) 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 caregiver and collect the difference between the total charged and the Department payment.
16. 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.

17. Provider agrees to report problems with the Interactive Voice Response (IVR) System that prevents check in or check out for children to the ACS Provider Help Desk AND the Department within 48 hours of failure.
18. 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 caregiver of change) will be required at that time. Department agrees to provide a new CCAP 7B for each CCAP eligible child for whom the provider's rate has changed. Provider agrees to complete and ensure return of the CCAP 7B 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 7B is postmarked or received timely.

Ownership/Subcontracts:

19. This agreement may be subcontracted into with another entity but only at the address that is provided on the agreement and must meet the compliance requirements on this agreement. The subcontractor must have a signed memorandum of understanding with the Department. The provider listed on this agreement that correlates to the MOU from the subcontractor 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 additional subcontracting shall be grounds for immediate termination of this agreement by the Department.

Monitoring/Recordkeeping:

20. Provider will keep a required daily attendance log for children, including arrival and departure times, for each child participating in the program, anytime the IVR 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.

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.

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 an invoice is required, Provider must complete and submit a CCAP 40 (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 record(s) within seven calendar days of receipt. Payments will be made upon approval to the Provider by Department from state and federal funds by state warrant.

21. Provider will furnish Department with such reports as are required by Department in such format as is prescribed by Department.
22. 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 promptly admit representatives of all regulatory and/or funding agencies during any hours when children are in care and fully cooperate with said representatives in the performance of their duties.
23. 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.
24. 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:

25. 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. All payments by Department to Provider under this agreement shall cease immediately upon termination of this agreement.

Termination and Suspension of Provider's Certification:

26. 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 email 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.
27. 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 323 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.

Provider Name: _____
Initials of Provider: _____

28. 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.

Recovery:

29. 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:

30. By signing the agreement, Provider agrees to abide by the foregoing provisions.

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

Provider Signature

Date

Provider Name (Print)

Department Signature

Date