

Iowa Department of Human Services

CHILD CARE ASSISTANCE PROVIDER AGREEMENT

Provider Name		
Address		
City	Zip	Phone
Social Security or Federal ID No.	County	

I agree to participate as a provider of child care services approved by the Iowa Department of Human Services (hereafter ‘Department’) and/or the PROMISE JOBS program and assure the Department that I will comply with the provisions of this agreement.

ELIGIBLE PROVIDER:

I must meet all federal, state, and local standards that pertain to the child care services being provided under this payment agreement.

I must not assign, transfer, or subcontract any interest in this agreement. That is, no payment for services made under this agreement can go to anyone other than the provider named in this agreement.

CHECK ONE:

- Licensed Child Care Center
- Child Development Home Category A
- Child Development Home Category B
- Child Development Home Category C
- Non-Registered Provider
- Exempt Facility
- In-Home Provider

RATES: The rates I charge for my child care services are (include all rates that you charge):

Your 1/2 day charges for basic and special needs child care services:

Infant/Toddler (up to 24 mo)		Preschool (24 mo to Kindergarten)		School age (K and up)	
Basic	Special Needs	Basic	Special Needs	Basic	Special Needs
\$_____ 1/2 Day	\$_____	\$_____ 1/2 Day	\$_____	\$_____ 1/2 Day	\$_____

If you do not have a 1/2 day rate, please give us your daily or hourly rate.

\$_____ Daily	\$_____	\$_____ Daily	\$_____	\$_____ Daily	\$_____
\$_____ Hourly	\$_____	\$_____ Hourly	\$_____	\$_____ Hourly	\$_____

If you offer discount rates for second children or employees, or you have special rates for before and after school care, summer, etc., list these charges below:

I understand the payment I will receive for providing child care for the Department of Human Services:

1. Will be based on a 5-hour unit of service.
2. Will be effective only during the effective period of this contract.
3. May be re-negotiated prior to the termination date, with the agreement of all parties.

CLIENT FEES:

I understand:

1. I am responsible for collecting all fees assessed to the client, as determined by the Department, directly from the client.
2. I will not bill any Child Care Assistance participant more than the required fee for the units of care provided, as stated on the participant's Notice of Decision.
3. I must maintain a record of all fees collected from clients and this record shall be available, upon request, for audit by the Department or its representatives.

BILLING AND PAYMENT:

I understand:

1. I must provide the service as authorized on the client Notice of Decision before submitting the invoice for payment.
2. At the end of each month I will submit an invoice to the Department only for those approved hours of child care services that are provided, using *Purchase of Service Provider Invoice*, form 470-0020, unless a locally-approved PROMISE JOBS form is provided to me.
3. At the end of each month, I will submit a *Child Care Assistance Attendance Sheet*, form, 470-3872, to the Department or a *PROMISE JOBS Child Care Attendance and Invoice*, form 470-3896, to PROMISE JOBS only for those approved hours of child care services that are provided.
4. I will complete a separate invoice for each county.
5. I cannot bill the Department or PROMISE JOBS more than what I charge other families for the same service.
6. I cannot request or accept additional payment from families, except for the client fees mentioned above.

PAYMENT FOR ABSENCES:

I understand:

1. I may bill for up to 4 days of absences per month (in accordance with the units approved for that day) when a child is scheduled to be in attendance that day.
2. I may not bill for a day of absence if this policy is not applied to private pay families.
3. Holidays may be paid ONLY when the child is scheduled to be in attendance and these days are charged to private pay families. Holidays are included in the 4 days maximum per month.

RECORD KEEPING AND AUDITING:

I understand:

1. I am responsible for keeping accurate records that document times and dates of care provided to each individual child funded by the Department or PROMISE JOBS.
2. These records must be kept for five (5) years.
3. If this case is selected for review or audit authorized by the Department, I will make these records immediately available, upon request, to substantiate the services I provided and received payment from Child Care Assistance funds.

PROTECTIVE CHILD CARE:

1. I understand that to provide protective child care, I must be a licensed or registered child care provider unless otherwise approved by the Department.
2. I shall develop and submit a written individual program plan, quarterly progress reports, and termination summary to the Department service worker when child care services are part of a child's protective service plan.
3. I will cooperate with all aspects of the child's/family's Departmental Case Permanency Plan.

SPECIAL NEEDS CHILD CARE:

1. Parents are responsible to provide the Department with written documentation that their child(ren) meet the definition of “special needs.”
2. I understand that in order to receive “special needs” reimbursement rates, I must provide documentation to the Department that I am responding to a child’s special needs with (but not limited to) adaptive equipment, more careful supervision, or special staff training.

OTHER PROVIDER REQUIREMENTS:

Non-Discrimination:

I will not discriminate because of race, color, religion, sex, creed, age, physical or mental disability, political belief, or national origin against any person seeking services.

Change Reporting:

I am responsible for reporting changes in my household members, address, phone number, etc. within 10 days of any change.

Abuse Reporting:

I understand that as a registered or licensed provider, I am a mandatory reporter regarding suspected child abuse of children in my care. I will report any suspected incidents of child abuse to the Department of Human Services immediately by phone and follow up with a written report. The number for reporting suspected child abuse is 800-362-2178.

I have a written policy stating how I will report suspected child abuse.

Confidentiality:

I will respect the privacy of the client and keep the client’s relationship with the Department confidential. Personal information about the client may not be shared with anyone but the Department worker and the client. Failure to respect the client’s privacy could result in cancellation of this agreement and legal sanctions.

Indemnity

I understand that I have the status of an independent contractor only and shall in no sense be an agent, employee, or servant of the state of Iowa, the Iowa Department of Human Services, any of its employees, or its clients. I will not hold the state of Iowa, the Iowa Department of Human Services, its employees, or its clients liable, as I shall be responsible for all activity in the delivery of services.

Drug-Free Environment

I will provide a drug-free child care environment in accordance with Executive Order Number 38.

Repayment:

I understand a referral may be made to an investigative unit when fraudulent practices are suspected. I understand that I may have to re-pay money received in error or as a result of fraudulent billing.

AGREEMENT TERMINATION:

Non-compliance with any of the provisions of this agreement may result in termination of this agreement upon ten days written notice from the Department. Both parties agree that except in case of emergencies such as illnesses, death, or fire, ten days advance notice shall be given to allow for the arrangement of alternate service provision for clients. Termination of this agreement may prevent you from making application to be a child care provider. The Department may also refuse to enter into subsequent agreements with you.

This agreement may also be terminated upon mutual agreement of the parties.

AGREEMENT RENEWAL:

This agreement must be renewed every two years from the effective date of this agreement. Failure to enter into a new agreement will result in termination.

AGREEMENT EXECUTION:

Name of Child Care Provider (please print)

Agreement No.

Signature of Child Care Provider

Date

Signature of Department Representative

Date

THIS AREA TO BE COMPLETED BY DHS/PROMISE JOBS WORKER ONLY

Payments made by the Department will be in accordance with the "Approved Unit Cost" as listed below		
Rates approved under this agreement:		DHS USE ONLY
AGE GROUP	APPROVED UNIT COST	SERVICE CODE
Infants (up to 24 months of age)		
Special Needs Infants (up to 24 months of age)		
Preschool		
Special Needs Preschool		
School Age		
Special Needs School Age		
Other Rates: (Second child, before and after school, summer, employee discount, etc.)		
Effective Date:		Termination Date:

⇒ Human Services shall determine eligibility for services and shall authorize services if eligible. You may appeal through Department appeal procedures if you are dissatisfied with agency decisions.