



## Child Care Assistance Provider Agreement

### Child Care Provider Information

In order for you to receive payment under the Child Care Assistance Program, you must provide the following information about your legal name and tax ID. Please fill out either Box A **OR** Box B.

<b>Box A</b> <b>Individual</b>					
If you answer <b>Yes</b> to Individual, please provide your Social Security Number ( <b>SSN</b> ) to use as your tax ID.					
<b>Are you: (Pick one)</b>	<b>Yes</b>	<b>No</b>	<b>SSN</b>		
Individual?	<input type="checkbox"/>	<input type="checkbox"/>	-       -		
<b>If the answer to this question is No, complete Box B.</b>					
Provider Last Name			Provider First Name		
Address Where Care is Provided			Mailing Address (if different)		
City	State	Zip	City	State	Zip
Phone			Phone		

<b>Box B</b> <b>Corporation/Partnership/Government/Sole Proprietor</b>					
<b>Is your business: (Pick one)</b>	<b>Yes</b>	<b>No</b>	<b>Please provide your Employer Identification Number.</b>		
Corporation or LLC	<input type="checkbox"/>	<input type="checkbox"/>	<b>EIN</b>		
Partnership	<input type="checkbox"/>	<input type="checkbox"/>	-		
Government	<input type="checkbox"/>	<input type="checkbox"/>	<b>NOTE:</b> Your legal business name and tax ID (EIN) must match IRS records.		
Sole Proprietor	<input type="checkbox"/>	<input type="checkbox"/>			
Provider Legal Business Name					
Doing Business As (DBA) Name					
Address Where Care is Provided			Mailing Address (if different)		
City	State	Zip	City	State	Zip
Phone			Phone		

## 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. This means that payment for services made under this Agreement can only go to the provider named in this Agreement for care provided at the location named in this Agreement.

## Provider Rate Information

Please tell us the rates you charge for child care services (include all rates that you charge).

A ½ day rate is the rate you charge for up to 5 hours of care. A daily rate is the rate you charge for an entire day (up to 10 hours of care). A weekly rate is the rate you charge for an entire week of care.

Rate	Infant/Toddler		Preschool		School Age	
	Basic Rate	Special Needs	Basic Rate	Special Needs	Basic Rate	Special Needs
½ day						
Full day						
Hourly						
Weekly						

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:

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By signing this form, 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.

**Sign page 1 and return pages 1 through 4. Keep pages 5 through 7 for your records.**

Name of Child Care Provider (please print)

Signature of Child Care Provider

Date

**This area to be completed by DHS worker only**

Provider Type \_\_\_\_\_ Provider Number \_\_\_\_\_

Payments made by the Department will be in accordance with the "Approved 1/2 Day Rate" as listed below		
Age Group		Approved 1/2 Day Rate *
Infant/toddler	Basic Rate	
	Special Needs Rate	
Preschool	Basic Rate	
	Special Needs Rate	
School Age	Basic Rate	
	Special Needs Rate	
Other rates: (Second child, before and after school, summer, employee discount, etc.)		
Effective Date		Termination Date

\* You will be paid the 1/2 day rate you normally charge or the maximum state reimbursement rate, whichever is less.

⇒ The Department of 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.

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

1. Will be based on a five-hour unit of service.
2. Will be effective only during the effective period of this Agreement. If I fail to renew this Agreement, any payments made after the termination date may be subject to recoupment.
3. May be re-negotiated before 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. The Department can't collect these fees.
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.
4. I can't charge the participant any additional fees except for a late fee if the child is not picked up timely, an "activity fee" to cover the cost of field trips, or the cost of care used beyond the units approved on the participant's *Notice of Decision*.

## Billing and Payment

I understand:

1. I must provide the service as authorized on the client *Notice of Decision* or *Certificate of Enrollment* before submitting the claim for payment.
2. At the end of each billing period, I will submit a *Child Care Assistance Billing/Attendance*, form 470-4534, to the Department only for the actual hours of child care services that were provided. This form must be signed by the provider and the parent and I must keep a copy of the signed form for my records.
3. I have the option to submit attendance online through the KinderTrack web portal. If I choose to do so, I must print a *Child Care Assistance Billing/Attendance Provider Record*, form 470-4535, which must be signed by the provider and the parent and kept for my records.
4. If I am not able to use form 470-4534 or 470-4535, I must keep adequate attendance records instead. To be considered adequate, attendance records must include the child's name, the dates and daily time in and time out entries for days the child was in care, and the signature of the parent or other adult designee certifying the attendance is accurate.
5. I will be paid only for the hours of care that were authorized by the Department on the *Notice of Decision* or *Certificate of Enrollment*.
6. I cannot bill the Department or PROMISE JOBS more than what I charge other families for the same service.
7. I cannot request or accept additional payment from families, except for the client fees mentioned above.
8. If I exceed the allowed child capacity for my facility based upon the number and ages of children, this Agreement may be terminated and any payments may be recouped.
9. Failure to comply with this Agreement or other Department child care rules may result in recoupment of payments made and termination of this Agreement for up to 36 months.

## Payment for Child Absences

I understand:

1. I may bill for up to four days of absences per month (in accordance with the units approved for that day) **only** when a child is scheduled to be in attendance that day but is absent from care.
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 as an absent day **only** when the child care facility is closed for business, the child is normally scheduled to be in attendance on that day and these days are charged to private pay families. Holidays are included in the four days maximum per month.
4. I may not bill for days of absences when I am not available to provide care (vacation or sick).

## 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 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.
4. Failure to keep accurate attendance records that have been signed by the parent, may result in termination of this Agreement and repayment of funds for time periods that I am unable to provide adequate attendance verification to support the payments I have received.

## 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 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 children 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

*Nondiscrimination:*

I will not discriminate because of race, color, national origin, sex, sexual orientation, gender identity, religion, age, disability, or political belief against any person seeking services.

*Change Reporting:*

I am responsible for reporting changes in my household members, substitutes, assistants, address, phone number, criminal convictions, etc. within 10 days of any change. Failure to report these changes may result in recoupment of funds paid to me and termination of this Agreement.

*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 and 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, if warranted.

*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.

*Audits or Investigations:*

I understand that when fraudulent practices are suspected, a referral may be made to an investigative unit, and that I must cooperate with the investigation. I agree to permit federal, state, and local officials to monitor and evaluate my child care facility with or without notice.

*Repayment:*

I understand that I may have to repay money received in error or as a result of failure to comply with Department rules, failure to report changes, or 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. Termination of this Agreement may prevent you from making application for another Agreement. The Department may also refuse to enter into subsequent agreements with you for up to 36 months.

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

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.

**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.**