

STATE OF NEVADA
DIVISION OF WELFARE AND SUPPORTIVE SERVICES
Child Care and Development Program
PROVIDER SERVICE AGREEMENT

Provider Name: _____ Provider ID: _____

The State of Nevada Division of Welfare and Supportive Services (DWSS) Child Care Manual outlines the rules and regulations for participation in the Child Care and Development Program (CCDP) for both providers and clients. This document constitutes an agreement between the Child Care and Development Program (CCDP) and the child care provider. It outlines the responsibilities of all parties in meeting the needs of Program participants in accordance with the DWSS policies, and the best practices of the CCDP.

I. DOCUMENT REQUIREMENTS

The following documentation is required to register with the CCDP, receive payments, and remain a subsidy provider with the CCDP. Failure to provide requested documentation in the timeframes given for initial registration or continued participation may result in delayed payment and/or non-reimbursement.

A. Service Agreement (this document)

1. All providers must have a current Service Agreement on file with the CCDP.
2. The Service Agreement is in effect until terminated by either party or program requirements change.
3. If provider requirements change, a new Service Agreement will be sent to you and you must sign and return the new Service Agreement to the issuing child care office.

B. Provider Registration Form

1. The Provider Registration form must include current name, tax identification number, address (physical and mailing), phone number, days and hours of care, and days closed.
2. If you have changes to the information you provided when you registered, those changes must be reported to CCDP within 10 days (back-up documentation may be required/requested). Failure to report changes within this timeframe may result in an overpayment and/or a program violation.

C. Provider Rate Information and Reporting Changes

1. Providers must report their rates and other fees charged either on the *Provider Registration Form* or by providing a rate sheet that is used with parents.
 - a) Licensed providers must report rates for all ages of children for which the provider is licensed.
2. Providers cannot charge CCDP clients different rates than they charge the general public.
3. Providers can charge any rate; however, the CCDP will only pay up to the State daily maximum reimbursement rate, which is set by DWSS based on provider type, geographical area, and the child's care level.
4. Payments will be made based on the following care levels regardless of how the provider classifies the children into classrooms (Note: The care level changes on the child's birthday).
 - a) Infant – newborn up to 1 year
 - b) Toddler – 1 year up to 3 years
 - c) Preschool – 3 years up to 6 years
 - d) School Age – 6 years up to 13 years
 - e) Special Needs – 13 years up to 19 years
5. Child care rate changes need to be submitted within 10 days of the rate change. New rates will be effective on the 1st of the month following a 30 day notice period as long as all required documentation has been submitted and received (Example: rates submitted on June 5th will be effective August 1st).

D. W-9 Tax Form

1. An Internal Revenue Service W-9 Form must be completed upon program registration and within 10 business days of any change in provider name, business name, tax identification number, or address.
 - a) Licensed Providers: a change in the service address will not be completed without the addition of an updated license for the new service address.
 - b) Family Friend and Neighbor (FFN) Providers: A change in the service address will not be completed without proof of residence such as a rental agreement or utility bill.

E. Background Checks

Providers and all persons over the age of 18 who have access to the child(ren) must be able to pass a complete background check and be free of criminal convictions that are listed on the DWSS' Background Information Disclosure Form. Additional requirements regarding background checks will be forthcoming.

F. Child Attendance and Provider Reimbursement Timesheet (Timesheet)

1. Provider must make timesheet(s) accessible to clients on a daily basis so they can fill them out and sign confirming the accuracy of the completed timesheet(s).
2. The "Childs Enrollment this Month" and "School Bell Schedule" sections of the Timesheet must be completed no later than the first day of attendance for the billing month.
3. All days that the child is scheduled to use care but does not must have an absent reason.
4. All authorized discretionary days must include the clients initial next to the discretionary day.
5. Timesheets must be completed and signed by the client and provider and submitted by the last business day of the month following the service period. If the client's signature is not available, you must provide a reason why and supporting verification (if requested) in order to be reimbursed. Signing the Timesheet for the client is a program violation.
6. Timesheets submitted for reimbursement must be originals for each child with original signatures from both the client and provider (legible faxed and scanned Timesheets will be considered to have original signatures).
7. Providers are to keep copies of the timesheets on file for a period of one year. In the event that there are discrepancies between attendance and payment, copies of your records may be requested for auditing. The timesheet copies in your records must match the original timesheet you submitted for reimbursement.

Billing for services on days and hours when care was not provided may result in an overpayment and/or a program violation unless the client has authorized a discretionary day or the client is authorized to use child care based on an approved schedule (this will be indicated on the Certificate).

G. Immunization Records

1. All children enrolled with the child care provider must be up-to-date on their immunizations and have current immunization records on file with the provider.
 - a) Providers who are not related to the child and provide care in the providers' home must have immunization records on file for all children who are not enrolled in school.

II. PAYMENT (REIMBURSEMENT) PRACTICES

All reimbursements are based on the client's eligibility. Providers will be reimbursed for services in accordance with the approved rate (the lesser of the provider's actual rate or the state maximum rate for each care level), less any co-payment. If you charge more than the state maximum reimbursement rate, the overage, as well as any co-payment, is the sole responsibility of the client. CCDP child care reimbursements are paid directly to the provider.

A. Certificates

1. Once you accept/receive a Child Care Certificate, CCDP participants are not required to pay the full cost of tuition up-front and in full prior to attendance.
2. The approved reimbursement rate is documented on the Child Care Certificate for each eligible child.
3. It is your responsibility to ensure that the Child Care Certificate received is current, covers the schedule utilized by the client, and is valid for the site where services are being provided. CCDP participants are required to obtain a new Child Care Certificate when circumstances change and when they transfer providers, even within the same child care chain.
4. Reimbursement for child care services is based on either actual attendance or approved schedule as specified on the Child Care Certificate.
5. CCDP is not responsible for payment of days and hours not covered on the Child Care Certificate; this is the responsibility of the parent.

B. Payments

1. Reimbursements will be issued within 30 business days after timely timesheet submittal in accordance with Section I.E.
2. Child Care Attendance and Provider Timesheet submitted after the last day of the month following the service period (e.g., timesheets submitted August 1 or later for the month of June) are subject to non-payment.
3. Payment issues and discrepancies are your responsibility and must be resolved within 60 days of receiving payment for services. Submittals outside this timeline are subject to non-payment.
4. CCDP will not deduct taxes, insurance, or other coverage for providers from their CCDP reimbursements (also see Employment in section IX.C).
5. CCDP participants are responsible for maintaining current co-payments with providers.
6. All providers are responsible for keeping records of copayments and overages received from the client and providing the client a receipt for payment.

C. Reimbursable Fees

1. All or part of the cost of child care, not to exceed the current DWSS maximum rates, for the days, times and time period authorized by the CCDP per the Child Care Certificate.

2. All or part of the Enrollment/Registration fee not to exceed the DWSS maximum amount.
3. Clients with actual attendance billing are allowed 21 discretionary days to use for holidays, sick, or vacation.

D. Non-Reimbursable Fees

1. Meals, activities/field trips, uniforms, equipment, class pictures, transportation, or any other fees in excess of direct child care cost including fees charged for children being picked up late.
2. Days on which the child is regularly scheduled for care and provider is not available (unless the client authorizes the use of discretionary days—See I.E.4.). This is for actual attendance billing only.
3. Child care expenses and/or fees that are not charged to non-CCDP families.
4. Child care which has been provided prior to authorization of a current valid Child Care Certificate.
5. Any day on which child is with the provider for 14 minutes or less. This is for actual attendance billing only.
6. Any day the provider bills for care and there is not a sign in or sign out time for the child on that day. This is for actual attendance billing only.
7. Services that supplant or duplicate the academic program of any public or private school (including virtual education).
8. Services provided to children during a regular school day for children enrolled in grades Kindergarten or higher.
9. Any additional costs for child care services that exceed the state maximum rate for child care. Additional fees are the sole responsibility of the parent.
10. Absent days (unless the client authorizes the use of discretionary days). This is for actual attendance billing only.

III. PROVIDER PARTICIPATION AND RESPONSIBILITIES

Providers, their employees, and agents who receive child care reimbursements are independent contractors, self-employed business owners, or a sub-contracted employee of the clients and are not employees of DWSS, CCDP, or their partner agencies and therefore do not have of the rights or privileges of officers or employees of the State of Nevada or the CCDP. All CCDP providers must agree to the following terms in order to receive child care reimbursements.

A. Conduct

1. As with all enrolled families, providers will allow unlimited access to parents during normal hours of operation and anytime children are in the care of the provider.
2. The provider agrees not to participate in discriminatory practices by refusing services to children and/or families with disabilities.
3. Any provider behavior deemed to be verbally abusive, degrading or threatening to program staff may result in termination from the CCDP at the discretion of the DWSS Child Care Chief.
4. The provider agrees not to use language in his/her marketing activities that implies that the program is approved or recommended by DWSS, CCDP, or any of their partner agencies but may state that the program accepts child care subsidy administered by these agencies.
5. The use or disclosure of a CCDP client's personal data for any purpose not connected with the administration of this Provider Service Agreement is prohibited.

B. Changes

1. Providers are required to report the following changes within 10 days of the date the change occurred:
 - Residence and/or mailing address
 - Location where care will be provided
 - Adding/Dropping a child/family
 - Participation in a Welfare program
 - Licensure status (newly licensed, revoked, etc.)
 - Changes in the rate charged for any age group
 - Changes in age levels served (care levels)
 - Changes in days/hours of operations, closed days
2. Additional documentation or verification may be requested by CCDP in order to validate reported changes. All requests for additional information must be provided within the requested timeframes.

Failure to report changes or provide information timely may result in a delayed payment, non-payment, an overpayment, and/or a program penalty.

C. Audit Compliance

All documentation regarding CCDP clients including sign in and out attendance logs and payment information is subject to auditing for accuracy by the CCDP, DWSS, or partner agencies. Failure or refusal to fully cooperate with any audit review related to this program may result in a finding of overpayment to the provider and/or termination from CCDP participation.

D. Overpayments and Underpayments

1. Overpayments and underpayments are subject to approval by the CCDP.

2. In the event of an overpayment due to a condition of CCDP policies and/or this Provider Service Agreement, the provider will be responsible for the overpayment.
 - a) An overpayment may be repaid by adjusting future child care reimbursements or by paying DWSS directly.
 - b) If the provider is terminated prior to repayment of the overpayment, DWSS will pursue repayment through the DWSS Investigations and Recovery unit.
3. In the event of an underpayment, the amount owed to the provider will be adjusted with future reimbursements.

E. Program Penalties

1. Making false or misleading statements, concealing or withhold facts in order to establish or maintain eligibility for my client, or to obtain payment for care for which I am not entitled is a program violation.
2. Providers found guilty of a program violation may be suspended as a CCDP provider as follows: ninety (90) days for the first violation; one hundred eighty (180) days for the second violation; terminated permanently for a third violation.
3. If a penalty is imposed, I will receive a letter from the CCDP outlining the following information:
 - The cause of the penalty;
 - The penalty level (1st, 2nd or Final);
 - The period of time the penalty will be imposed; and
 - The rights to an administrative review.
4. CCDP providers have the right to request Special Consideration if charged with a provider program violation that you do not agree with. This request must be sent to the appropriate child care office who will submit the records regarding the violation to the DWSS Child Care Chief for review. The Chief's decision on the penalty action is final, and may not be appealed.

IV. ADDITIONAL REQUIREMENTS

All of the information and requirements in sections I, II, and III apply to all CCDP providers except where indicated. Certain providers have additional requirements which are listed in this section.

A. Licensed Child Care Providers ONLY

1. Must comply with all applicable county and state child care licensing regulations.
2. Must provide a copy of their current parent handbook and parent contract at the time of enrollment.
3. Must provide a copy of their current child care license at the time of enrollment. State and applicable county licensing reports will be monitored by the CCDP to identify status changes and renewals. Providers may be assessed for an overpayment for care billed after the date of a licensing status change.

B. License-Exempt School-Age Recreation Programs ONLY

1. Must provide their program handbook that provides policy and procedures for Health and Safety compliance.

C. Family, Friend and Neighbor (FFN) Providers ONLY

1. Must operate legally by obtaining a business license if required by the city or municipality in which the provider provides child care
2. Must only watch authorized children and abide by the number of children FFN providers are authorized to provide care:
 - *Non-relative:* Up to 4 children (12 years old or younger) who are not related to the provider, or 6 including the provider's own children.
 - *Approved relative:* Up to 6 children (12 years old or younger) who are related to the provider, including the provider's own children.
3. Must be at least 18 years of age and a legal U.S. resident with a taxpayer I.D or Social Security number.
4. Must not be the natural/adoptive parent or legal guardian of the child receiving services.
5. Must not be a client of the CCDP.
6. Must not live in the home of the CCDP client in which services are being provided.
7. Must have an active telephone where child care services will take place.
8. Must report income received from providing child care services to DWSS if you are also a recipient of public assistance (TANF, Medicaid, SNAP, etc.).
9. Must have a 5 lb. Class ABC Fire Extinguisher, UL Listed Smoke Detector(s), and a First Aid Kit on the premises where care is being provided.
10. Must complete Health and Safety training as outlined by CCDP staff and comply with home visits.
11. Changes in the status or location of child care is subject to the approval of the CCDP and is subject to non-payment if the change is not authorized and the provider bills for child care at the new care and/or residency location.

V. CCDP RESPONSIBILITIES

A. Documents

1. Process all completed provider registration paperwork within 10 business days of receipt.
2. Notify provider when provider registration paperwork is incomplete or completed incorrectly.
3. Contact providers when an update to the provider required documentation is required.
4. Process all required and updated paperwork within 10 business days of receipt.

B. Certificates and Eligibility

1. Provide a copy of the *Child Care Certificate* to providers for:
 - a) Each newly enrolled family,
 - b) Every new service period, and
 - c) Anytime the co-pay or authorized schedule changes for the parent.
2. Providers will be notified as soon as possible of the children/clients no longer on the CCDP.
3. Respond to provider appeals within 14 days of receipt.

C. Payments

1. Process provider claims for payment in a timely manner as funds allow for claims that are submitted complete and on schedule (see Section V).
2. Reconciliation of overpayment and underpayment issues will be handled in a timely manner.
3. Providers receiving \$600 or more dollars in reimbursement checks during the calendar year will be issued a 1099 Miscellaneous Income Form at the end of the calendar year.

D. Health and Safety

1. Provide initial health & safety and annual child care training modules to Family, Friend and Neighbor providers.
2. Conduct visit(s) on an unannounced basis and as frequently as deemed necessary to ensure the health and safety of children participating on the Child Care Subsidy Program.

I have read, understand, and agree to the program guidelines of the CCDP. I agree to indemnify and hold harmless the CCDP, DWSS, and their partner agencies, their officers, agents, board members and employees from all claims, litigation, costs, expenses and liabilities arising out of or in any way connected with the provision of services under this agreement. This agreement is in effect upon provider's signature and subsequent approval from the CCDP.

Provider:

_____ Printed Name of Child Care Provider or Facility		_____ SSN or Tax ID Number	
_____ Service Address	_____ City	_____ State	_____ Zip Code
_____ Printed Name of Provider/Authorized Representative		_____ Title	
_____ Signature of Provider/Authorized Representative		_____ Date	

CCDP:

_____ Printed Name of The CCR&R Representative	_____ Title
_____ Signature of The CCR&R Representative	_____ Date