AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Fiscal Agreement; Licensed Provider Childcare Serv

Action Requested: Discussion

Parties to the Agreement: CCCAP Providers and Gunnison DHHS

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Every Colorado Childcare Assistance Program Provider(child care centers) has a fiscal agreement with Gunnison County which is signed annually and identify payment rates and provider obligations.

Fiscal Impact:

Submitted by: elizabeth holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/6/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 3/13/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 3/13/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/13/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 3/19/2019

Revised April 2015

Licensed Provider Child Care Services Fiscal Agreement

Provider Type:

___ Day Care Home ___ Child Care Center ___Preschool ___School Age Center/Day Camp

Tax ID. No:_____<SSN/FEIN> This Agreement shall be in effect from <10/16/2018> to <10/16/2021>.
Provider ID No: _____

This Agreement is entered into and between <Gunnison County>, herein referred to as "Department" and *****, herein referred to as "provider", who will provide child care at the following address:

* **Affix provider mailing label here**

COLORADO SHINES RATING LEVEL

LEVEL 1	LEVEL2	LEVEL 3	LEVEL 4	LEVEL 5

Provider Agrees to:

1. Maintain a valid child care license as required by Colorado Statute and conform to all applicable State and Federal Regulations and local law.
2. Comply with the provisions of the Illegal-Aliens-Public-Contract for Services-Act found at C.R.S Section 8-17.5-101 et. Seq. By execution of the agreement, provider certifies that it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that provider will participate in either the E-verify program or Department Program in order to confirm eligibility of all employees who are newly hired for employment to perform work under the agreement.
3. Acknowledge that the county will use the State system of record related to provider's license status being revoked, suspended or denied and will take appropriate action to recover any payments made as of the effective date of closure.
4. Sign the child care Fiscal Agreement and all other state required forms.
5. Allow parents or adult caretakers immediate access to the child(ren) in care.
6. Accept referrals for child care without discrimination with regard to race, color, national origin, age, sex, religion, or physical, intellectual or mental health disability.
7. Provide children with adequate food, shelter and rest.
8. Ensure that care is provided only by the authorized person or business listed above. Provide care for children under this agreement only if authorized by the Department.
9. Collect the full parent fee due within each month from the parent/adult caretaker in accordance with, and not to exceed, the amount on the most current Child Care Authorization. Report (via FAX, email or mail) non-payment of parent fee or failure to make satisfactory arrangements to pay the fee no later than sixty (60) calendar days after the end of the month the parent fees are due (unless county policy requires earlier). County will not take action on report of unpaid parent fees if it is outside the required reporting time frame.
10. Offer free age-appropriate alternatives to voluntary activities. Shall not charge parents rates in excess of the rates in this agreement (including registration, activity and transportation fees as set by Department policy). The rate in the fiscal agreement is the maximum allowable rate of reimbursement for the care provided and includes any portion for which the parent or adult caretaker is responsible. Providers may not receive payments for days in which they were not open or available for use.
11. Notify the Department if a child is no longer in your facility (for reasons other than termination by the Department) within 1 working day.
12. Maintain as strictly confidential all information concerning children and their families. Use the CDHS Attendance Tracking System as instructed and maintain principles of confidential access. Child care providers shall not hold, transfer or use an adult caretaker or teen parent's individual attendance credentials. If intentional misuse is founded by any county or state agency, the child care provider will be subject to fiscal agreement termination.
13. Protect children from abuse/neglect and report any suspected child abuse and neglect to the Department (1-844-CO-4-KIDS (1-844-264-5437).
14. Acknowledge that the CDHS Attendance Tracking System (ATS) is the billing mechanism for care provided . Maintain internet service or access to internet service/wi-fi to ensure ATS is able to transmit attendance information to the Department for payment. Non-use of ATS must be approved.

15. Bill the department on the State prescribed manual claim form for authorized services provided. Manual bills are only accepted under certain rare circumstances or exceptions for pre-approved providers not reimbursed automatically based on approved ATS transactions. County policy may require submission of attendance records to support requests for manual payment. Forfeit payment for services when the original manual claim form is submitted to the Department more than sixty (60) days following the month of care. Understand the automated process allows for use of system and entry of corrections within nine (9) days of care. Forfeit payment for care that could have been paid through the automated process if actions were not taken to enter corrections within nine (9) days of care. The provider shall not hold any parent or adult caretaker responsible for the cost of care if the transactions are not transmitted timely by the provider. ATS must be uploaded at least within 9 days of care for payment.
16. Maintain daily attendance records in accordance with the Division of Early Care and Learning licensing rule, payment records, and fee-collection records for a minimum of three (3) years plus current and make these records available upon request to county, state and federal officials. .Allow county and/or licensing staff the authority to inspect the provider's facility for the presence of CCCAP individual-attendance-credentials or other fraudulent or suspicious billing information. Upon discovery of these materials, the provider understands either of these entities have the right to seize these materials/evidence of materials. Violations will be reported to CDHS licensing staff and county CCCAP and will result in provider being subject to termination of this fiscal agreement.
17. Hold the Colorado Department of Human Services, the State of Colorado and the County Department of Social/Human Services harmless for any loss or actions caused by the performance of this Agreement.
18. Attach a copy of your current charge policies on rates, transportation, activity, registration fees, payment policies and all policies distributed to parents or adult caretakers. These rates cannot be more than rates the provider charges the public. Allowable rates and other associated charges shall be in accordance with State Rules for the Colorado Child Care Assistance Program. **The provider acknowledges that rates will be paid and amended based on the provider's Colorado Shines Quality level to pay either the county rate limit per tier or the provider's private pay rate, whichever is less**, taking into account the County Policy for High Quality Provider reimbursement. Amendments based on changes in quality level will become effective in a month following the officially reported change. A copy of the change will be made available to provider from the county. The Department has the following approved tiered-rate maximums based on the Colorado Shines Quality Rating:

Tier	0 to 6 mos.	6 to 12 mos.	12 to 18 mos.	18 to 24 mos.	24 to 30 mos.	30 to 36 mos.	36 mos. to 5 yrs	School Age	Before School	After School	B/A School
1 FT	$	$	$	$	$	$	$	$			
1 PT	$	$	$	$	$	$	$	$	$	$	$
2 FT	$	$	$	$	$	$	$	$			
2 PT	$	$	$	$	$	$	$	$	$	$	$
3 FT	$	$	$	$	$	$	$	$			
3 PT	$	$	$	$	$	$	$	$	$	$	$
4 FT	$	$	$	$	$	$	$	$			
4 PT	$	$	$	$	$	$	$	$	$	$	$
5 FT	$	$	$	$	$	$	$	$			
5 PT	$	$	$	$	$	$	$	$	$	$	$

*Other Rate Information: _____

*(Other)	Additional Care Needs Full-time	Additional Care Needs Part-time	Registration Fee annual)	Activity Fee (annually)	Transportation Fee (annually)

Provider Rights

1. When a provider contends that the county has not made adequate payment based on program rules for care provided, the provider has the right to an informal conference with county staff pursuant to 9 CCR 2503-9 at section 3.914.1.G (effective 12/31/2017 at section 3.914.1. H)

    - Providers may request a conference in writing within 15 calendar days of the date of the action.
    - Provider request should be addressed to the county director of the county department of social/human services responsible for the action.
    - Provider may request that state program staff participate in the conference. That participation may be by telephone conference.
    - The conference shall be held within two (2) weeks of the date that the written request is received by county.
    - The purpose of the conference will be limited to discussion of the payments in dispute and the relevant rules regarding payment.
    - The final decision of the county shall be mailed to the provider within 15 business days of the conference date.

2. A provider may request an informal conference if s/he disputes the termination of a fiscal agreement pursuant to 9 CCR 2503-9 at Section 3.914.5
    - Providers may request a conference in writing within 15 calendar days of the date of the action.
    - Provider request should be addressed to the county director of the county department of social/human services responsible for the action.

- The conference shall be held within two weeks of the date the request for a conference is received by the county.
- The purpose of the conference is limited to discussion to termination of agreement pursuant to 9 CCR 2503-9 at section 3.914.5.A B.

County Department Agrees to:

1. Reimburse the provider for authorized attended and properly recorded and transmitted child care in accordance with Colorado Child Care Assistance Program rules. Payment to the licensed provider is the total cost of the lesser of authorized and attended care based on rates set by this Agreement minus the parental fee (if applicable).
2. Enter the Fiscal Agreement into the Childcare Automated Tracking System (CHATS) within five (5) business days of receipt of the completed Fiscal Agreement and all supporting documentation.
3. Determine client's eligibility for child care services within fifteen (15) calendar days of receiving the complete application packet including verification.
4. Send Child Care Authorization notices (or make them available electronically) to the provider within seven (7) business days of the Department's initial approval or of changes in eligibility for each child such as parental fees, authorized amount of care, added or deleted children, and/or any other changes to child care arrangements.
5. Provide an informal conference within 2 weeks of the provider's written request to discuss the basis for any denial or termination of this agreement or to discuss any payment dispute.
6. Provide access to the most recent CCCAP rules and information at **www.coloradoofficeofearlychildhood.com**

This Agreement may be terminated by either party by giving the other party fifteen (15) days' notice) This Agreement may be terminated without advance notice if : 1) a child's health or safety is endangered; 2) if the provider is under a negative licensing action; 3) the Department has concerns involving the provider, an employee, or a resident in the provider's home; 4) the Department or CDHS verifies the provider possesses or use any CCCAP Individual Attendance Credentials(s).

By signing this agreement, the provider acknowledges receipt of information regarding the rules and policies of the Colorado Child Care Assistance Program. The provider shall receive a copy of the signed Fiscal Agreement & any subsequent amended rates based on quality level during the term of the agreement.

CHILD CARE PROVIDER

_____
Email address (unique to license)

_____
Authorized Representative Date

_____
Mailing Address

_____
City, State Zip Phone Number

DEPARTMENT OF SOCIAL SERVICES

Authorized Representative Date

Address

City, State Zip Phone Number

Email address