

**CHILD CARE PROVIDER STATEMENT OF AGREEMENT
CHILD CARE PAYMENT PROGRAM**

As Director or Owner of this child care center or facility, I understand and agree to the following guidelines as they relate to the Child Care Payment Program (CCPP).

1. As a child care provider, I shall provide developmentally and culturally appropriate early childhood educational activities, including reading and writing.
2. ALL rates, fees, and discounts charged to CCPP participants must be offered and equal to those charged to non-participants. This means universal application of advertised tuition rates.
3. Parents or authorized parent representatives must sign the child in and out daily. I understand that center employees are not considered authorized parent representatives, unless the parent is employed by the provider.
4. I understand that in cases where documentation of co-payments and attendance cannot be provided, DECCD shall recoup payments related to these cases.
5. I shall maintain documentation regarding absences and changes in child attendance. I understand that it is my responsibility to complete my eLedger in accordance with all applicable CCPP policies and that improper payments shall be recouped. I understand that no subsidy approved parent should submit the eLedger unless that parent is employed by the provider.
6. I understand that no subsidy approved parent who is employed by the child care center shall provide care for their own child nor shall the parent be included in a group with their child to maintain ratios as required by the MS Department of Health. If the subsidy approved parent is the center director, the subsidy approved child cannot be enrolled in the facility where the parent is the director.
7. I agree to collect co-payment fees each month, maintain documentation of collection, and report non-payment to DECCD. I will deduct the paid co-payment amount from total fees owed before billing parents for services.
8. I understand that I am required to provide parents with separate receipts for co-payment fees. Any other charges by the center must be placed on a separate receipt.
9. It is my responsibility to report any changes in ownership, tax identification number, address, phone number, center director, individuals with unsupervised access to children, and licensing to DECCD within 10 days of occurrence.
10. I understand that if I am a CCPP-approved provider, the director must be on-site for a minimum of six hours of the program day to receive reimbursement.
11. I agree not to exceed my licensed capacity, or the number of children I am allowed to provide care for.
12. I agree to remain in compliance at all times with any and all regulatory and licensing regulations.
13. I understand that I cannot offer any bribe or payments to any CCPP participants or child care staff to encourage enrollment at my center/home care environment.

14. I agree to report any suspicion of unemployment or school dropout of a CCPP parent to DECCD.
15. I agree to allow unlimited access to the program, including unannounced visits by parents and MDHS representatives, and to furnish reports (i.e. sign-in/out sheets) and/or provide access to information concerning CCPP as requested by DECCD or MDHS representative. Failure to do so could result in closure of your center.
16. As a CCPP approved provider, I understand that my program will be monitored by DECCD, or any representative of the Mississippi Department of Human Services at any time. If it is discovered that I am not in compliance with all applicable regulations, or that I have collected payments for which I was not entitled, recoupments will be made.
17. I understand that if I provide false information, recoupment will be made and I will be subject to suspension and/or permanent debarment from future participation in CCPP.
18. I understand that all caregivers, teachers, and directors must complete orientation training within the first 90 days of their employment. I understand that as a center director it is my responsibility to ensure that my employees register for and attend this training and that I must maintain copies of certificates of completion for monitoring purposes. I understand that this training must be periodically renewed in accordance with CCPP policies.
19. I agree to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act when center-based and group-home care are provided.
20. I agree that any publicity given to the provider or services provided herein including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the provider shall not identify MDHS as a sponsoring agency nor display any MDHS name or logo in any manner without prior written approval by MDHS.
21. I agree that nothing contained in this Agreement shall be construed to constitute the provider or any of its employees, agents, or subcontractors as a partner, employee, or agency of MDHS, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent entity. I agree to advise any client served under the terms of this Agreement of the independent status of the provider and MDHS. MDHS does not in any way warrant services rendered by the provider.
22. I agree that MDHS and their employees are to be held harmless for any claim growing out of any action performed by the provider and its agents, employees, or any of its subcontractors under any provisions of this Agreement.

FRAUD: Any parent or provider who applies for or receives CCDF subsidies by using false statements, or any person who assists a parent or provider to receive such public assistance with knowledge of false statements, is committing fraud. If a suspicion of fraud is investigated and substantiated, the Director of the Division of Early Childhood Care and Development (DECCD) shall exercise discretion in determining the sanctions against the responsible party, which may include the following: recoupment of improper payments, suspension, debarment, or criminal prosecution.

GRIEVANCE PROCEDURE: Any unresolved dispute concerning a question of fact under the Application/Agreement between DECCD and Parent or Provider shall be subject to a hearing. The individual must make the request for a hearing in the form of a written and signed request to the attention of the Director of the Division of Early Childhood Care and Development (DECCD). An individual/claimant who requests a hearing as a result of a change in case or case closure has 30 days following the expiration of advance notice to request a hearing. The decision of the Hearing Officer and any supplemental information from the Director of DECCD shall be put in writing. A copy of the decision shall be mailed or furnished to the claimant and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, the claimant mails or delivers to the Executive Director of the Mississippi Department of Human Services a written request for review. Pending final decision of the Executive Director of the Mississippi Department of Human Services or his/her designee, DECCD shall proceed in accordance with the decision of the Hearing Officer.

MDHS AGREES:

1. To pay the provider for services rendered in accordance with the terms agreed upon.
2. To provide written notification to the provider of the termination of the family/child.

ALL PARTIES AGREE:

1. That this Agreement may be terminated at any time by MDHS for cause, in whole or in part, for failure of the provider to perform any of the provisions hereof. Should MDHS exercise its right to terminate this Agreement under this Provision, the provider shall be notified in writing with reason and termination date specified.
2. Payment for services under this Agreement are subject to the availability of federal and/or state funding.

Provider Name: _____ Date: _____

Provider Signature: _____

Child Care Center Name: _____