



STATE OF NEVADA
DIVISION OF WELFARE & SUPPORTIVE SERVICES

Child Care and Development Program • 1470 College Pkwy • Suite 147 • Carson City • Nevada • 89706

Child Care & Development Program
Provider Service Agreement

FACILITY INFORMATION

Facility Name:			Facility ID:
Physical Site Address:			
City:	County:	State:	Zip:
Telephone:		Fax (if applicable):	
Mailing Address (if different than physical address):			
City:	County:	State:	Zip:

FACILITY DIRECTOR

Instructions: *The Child Care Director signing this agreement will be held accountable for compliance by the entire facility with the responsible conditions outlined in the provider service agreement. The individual listed here must be the person signing the Provider Service Agreement.*

Last Name:	First Name:
Title:	E-mail:
License Number:	SSN or Tax ID Number:

CHILD CARE RESOURCE & REFERRAL (CCR&R) AGENCY

CCR&R Agency Name:	
CCR&R Representative Name:	Phone and Email:
Back-Up Representative Name:	Phone and Email:

PROVIDER SERVICE AGREEMENT

The State of Nevada Division of Welfare and Supportive Services (DWSS) Child Care and Development Program (CCDP) is responsible for facilitating and enforcing federal and state policies and regulations governing child care subsidy reimbursements. These policies and regulations are outlined within the Child Care Policy Manual. This Provider Service Agreement (PSA) outlines the responsibilities of the CCDP, the Child Care Resource & Referral (CCR&R) agencies, and child care providers/facilities in meeting the needs of participating families in accordance with the Child Care Policy Manual. Funding for the CCDP is authorized by the Administration for Children and Families (ACF) and DWSS and is facilitated by and through the CCR&R agencies.

Provider payments are subject to funding availability and are based on the approved schedule as indicated on the child care certificate. All child care subsidy reimbursements processed by the CCDP are subject to audit. Failure to meet the obligations set forth in this agreement may result in withholding of payment, referral to the DWSS Investigations and Recovery (I&R) Unit, or termination of this agreement.

To receive child care subsidy reimbursements on behalf of enrolled children, I agree to the following conditions, on behalf of myself and all employees associated with the child care facility of which I am the Director or equivalent:

I. PROVIDER PARTICIPATION AND RESPONSIBILITIES: Child care providers (including their employees and other associated agents) who receive CCDP child care subsidy reimbursements are independent contractors and are not employees of DWSS, CCDP, any CCR&R agency, or any CCDP partner agency and therefore do not possess the authority, rights, or privileges of officers or employees of the State of Nevada. All child care providers must agree to the following terms to receive CCDP child care subsidy reimbursements. Failure to meet these requirements may result in corrective action, suspension, payment ineligibility, withholding of payment, referral to the DWSS I&R Unit, and/or termination of this agreement.

A. CONDUCT

1. As with all enrolled families, child care providers shall allow parents/guardians unlimited access to their children during normal hours of operation and anytime children are in the care of the child care provider/facility.
2. Child care providers are prohibited from discriminating against any person based on race, color, national origin, disability, age, sex, religion, or political beliefs.
3. Any verbally abusive, degrading, or threatening language or behavior by a child care provider (including their employees and other associated agents) towards DWSS, CCDP, a CCR&R agency, or any employee or agent thereof may result in termination of this agreement at the discretion of the DWSS Agency Manager.
4. The undersigned child care provider agrees to refrain from making statements or using advertising that implies the child care provider/facility is approved or recommended by DWSS, CCDP, a CCR&R agency, or any CCDP partner agencies; however, the child care provider may state the child care provider/facility accepts CCDP child care subsidy reimbursements.
5. Child care providers are forbidden from disclosing the personal information or data of any household, parent/guardian, child, or any other person who receives CCDP child care subsidy reimbursements for any purpose not connected with the administration of the CCDP.

B. REPORTING CHANGES

1. Child care providers/facilities shall report the following changes to their designated CCR&R agency representative within ten (10) business days of the date the change occurred. Failure to report changes or provide information timely may result in delayed payment, non-payment for services, an overpayment, and/or a program penalty.
 - a. Physical/ mailing address
 - b. Location where care will be provided (if different from physical address)
 - c. Adding/dropping a subsidy-enrolled child

- d. Licensure status (newly licensed, license revoked/suspended, etc.)
 - e. Changes in the prices charged for any age group
 - f. Changes in age levels served (i.e., care levels)
 - g. Changes in days/hours of operations and/or changes in days closed
2. Additional documentation or verification may be requested by CCDP and/or the designated CCR&R agency at any time to validate reported changes. All requests for additional information must be provided within the requested timeframes.

C. AUDIT COMPLIANCE

1. The undersigned provider agrees to maintain all records related to the CCDP for a minimum of three (3) years and upon request make these records available for review. All documentation regarding CCDP families, including without limitation, sign in and sign out attendance logs and payment information is subject to audit for accuracy by the CCDP, DWSS, or partner agencies. Failure or refusal to fully cooperate with any audit review related to CCDP may result in a finding of overpayment to the provider, suspension, and/or termination of this agreement.

D. PREVENTING FRAUD AND ABUSE

1. The undersigned provider agrees to operate within the CCDP in a manner intended to avoid fraud and abuse. Consistent with "fraud" and "abuse" as defined in the Administration for Children and Families regulations at 45 CFR § 235.110, and NRS 422A.700, for the purposes of the CCDP:
 - a. **Fraud:** is an intentional deception or misrepresentation made by a person to obtain or attempt to obtain monetary or any other public assistance with the intent to cheat, defraud, or defeat the purposes of the CCDP. It includes any act that constitutes fraud under applicable federal or state law.
 - b. **Abuse:** includes provider practices that are inconsistent with sound fiscal or business practices and result in an unnecessary cost to the CCDP, including actions that result in an unnecessary cost to the subsidy-enrolled household.

E. OVERPAYMENTS AND UNDERPAYMENTS

1. Overpayments and underpayments are subject to approval by the CCDP.
2. In the event of an overpayment due to a violation of any CCDP term, condition, policy, and/or this PSA the child care provider will be responsible for repayment.
 - a. An overpayment may be repaid by adjustments to future CCDP child care subsidy reimbursements or by paying DWSS/CCDP directly.
 - b. If the child care provider is terminated prior to repayment of the overpayment, CCDP will pursue repayment through the DWSS I&R unit.
3. In the event of an underpayment, CCDP will augment future reimbursements to the child care provider.

F. PROGRAM PENALTIES

1. A child care provider commits a program violation when he/she or any employee or agent thereof makes any false or misleading statement or conceals/withholds facts for the purposes of establishing or maintaining the eligibility of a household, parent/guardian, child, or person who receives child care subsidy reimbursements or obtaining payment for which the child care provider is not entitled.
2. Depending on the severity of the program violation, child care providers who have a substantiated Intentional Program Violation (IPV) may have their PSA suspended or terminated. Suspension times are 90 or 180 calendar days. Terminations are permanent.
3. If the CCDP imposes a program violation penalty, the child care provider will receive a letter from the CCDP outlining the following:
 - a. The cause for the penalty;
 - b. The length of the penalty period; and

c. The child care provider's rights to an administrative review.

4. Child care providers have the right to request Special Consideration if charged with a program violation. Special Consideration requests must be sent to CCDP to be reviewed by the DWSS Agency Manager. Special Consideration requests must include supporting documentation regarding the violation and the provider's rebuttal. The DWSS Agency Manager's decision regarding the program violation, including the penalty action, is final and may not be appealed.
5. In addition to program penalties, DWSS I&R staff are responsible for investigating allegations of fraud/abuse and pursuing criminal prosecution against any individual or group of individuals who violate program rules.

II. DOCUMENT REQUIREMENTS: Child care providers are required to provide the documentation outlined below to receive CCDP child care subsidy reimbursements. Failure to provide requested documentation in the timeframes set forth in this PSA for initial registration or redetermination may result in delayed payment and/or non-payment for services.

A. PROVIDER SERVICE AGREEMENT

1. All providers must have a current PSA on file with their designated CCR&R agency.
2. Annual registration is required. The PSA is in effect for one (1) calendar year from the date of the last signature below; until terminated at the written request of the CCDP, CCR&R agency, or the child care provider; or, if program changes require a new/updated PSA.
3. If requirements change, an updated PSA is sent to the child care provider by the designated CCR&R agency. The child care provider must sign and return the updated PSA within ten (10) business days to the designated CCR&R agency.

B. PROVIDER REGISTRATION FORM

1. The Provider Registration Form requires the child care provider's current business name, Doing Business As (DBA) if applicable, owner name(s), owner(s) social security number(s), Internal Revenue Service W-9 Tax information, address (physical and mailing), phone number, days and hours of operation, price information for each age group served (as listed below), and scheduled closed date(s).
2. If there are changes to the information provided at registration, those changes must be reported to the designated CCR&R agency within ten (10) business days of the change (verification of the reported change(s) may be required/requested). Failure to report changes within the established timeframe may result in overpayment, non-payment for services, a program violation, and/or suspension or termination of this agreement.

C. PROVIDER PRICE INFORMATION AND REPORTING CHANGES TO PRICES

1. Child care providers must submit their prices and other fees charged by submitting a completed Provider Registration Form to their designated CCR&R agency.
 - a. Licensed child care providers must report prices for all ages of children the provider is licensed to serve.
2. Child care providers cannot charge CCDP-enrolled families different prices than they charge non-CCDP-enrolled families.
3. Child care providers set their own prices; however, the CCDP will only pay up to the state maximum rate which is set by DWSS/CCDP based on geographic area of service, age group served, provider type, and the child care provider's Quality Rating Improvement System (QRIS) score.
4. Child care subsidy reimbursement payments will be made based on the following care levels regardless of how the child care provider classifies children. The care level changes on the child's birthdate.
 - a. Infant – 0 up to 11 months of age
 - b. Toddler – 12 months of age up to 35 months of age
 - c. Preschool – 35 months of age up to 5 years and 11 months of age

- d. School Age – 6 years of age up to 12 years of age
 - e. Special Needs Child – 13 years of age up to 19 years of age
5. Child care providers must submit price changes within ten (10) business days of the change. New prices will be effective on the 1st of the month following a thirty (30)-day notice period as long as a new Provider Registration Form is completed, and an updated rate schedule has been submitted and received. (Example: rates submitted on June 5th will be effective August 1st).

D. W-9 TAX FORM

1. Child care providers must provide a completed Internal Revenue Service W-9 Tax Form upon program registration and within ten (10) business days of any change in provider name, business name, social security number, tax identification number if applicable, or address.
- a. Licensed Child Care Providers: a change to 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) Child Care Providers: a change to the service address will not be completed without proof of residence such as a rental agreement or utility bill.

E. BACKGROUND CHECKS

1. Child care providers and all persons ages 14 years and older who have access to any child(ren) in the child care provider's care must undergo a complete criminal background check and have no convictions for any crimes listed on the DWSS Background Information Disclosure Form. Pursuant to 45 CFR § 98.43(b), a criminal background check shall include:
- a. A Federal Bureau of Investigation (FBI) fingerprint check using Next Generation Identification;
 - b. A search of the National Crime Information Center's (NCIC) National Sex Offender Registry (NSOR); and
 - c. A search of the following registries, repositories, or databases in the State where the child care provider/staff member resides and each State where such provider/staff member resided during the preceding five (5) years:
 - i. State criminal registry or repository, with the use of fingerprints being:
 - a. Required in the State where the staff member resides;
 - b. Optional in other States;
 - ii. State sex offender registry or repository; and
 - iii. State-based child abuse and neglect registry and database.

F. CHILD ATTENDANCE AND PROVIDER REIMBURSEMENT TIMESHEET

1. During all business hours, the child care provider must make timesheet(s) accessible to the parent/guardian of any child(ren) in the child care provider's care, allow the parent/guardian to review the timesheets for accuracy, and allow the parent/guardian to complete and sign the timesheet thereby confirming the accuracy of the completed timesheet(s).
2. The "Family/Child Schedule 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. The parent/guardian must provide justification in writing for any day that a child was scheduled to use care but did not.
4. All authorized discretionary days must include the parent/guardian initials next to the discretionary day.
5. The designated CCR&R agency is responsible for tracking and evaluating unauthorized absences. Excessive unauthorized absences are defined as a period of absence from care for 30 calendar days during the certification period. Excessive unauthorized absences from care may result in discontinued child care subsidy assistance.
6. Timesheets must be completed and signed by the parent/guardian and the child care provider and

submitted to the designated CCR&R agency by the last business day of the month following the billable calendar month. If the parent/guardian's signature is not available, the provider must provide good cause and supporting verification to receive the child care subsidy reimbursement.

- a. A program violation (e.g., fraud/abuse) occurs when any child care provider, child care staff member, or any person other than the parent/guardian places a signature on a timesheet and passes off, or attempts to pass off, the signature as the parent/guardian's signature.
7. For child care subsidy reimbursement to occur, the child care provider must submit an original timesheet for each child bearing original signatures of both the parent/guardian and the child care provider (legible faxed and scanned timesheets will be considered to have original signatures).
8. Child care providers must keep copies of timesheets on file and available for inspection for three (3) years. In the event there are discrepancies between attendance and payment, copies of the child care provider's records may be requested for audit. The timesheet copies in the provider's records must match the original timesheet submitted for CCDP child care subsidy reimbursement.
9. A child care provider who bills for any days or hours during which the child care provider did not provide care may trigger an overpayment and/or a program violation unless the parent/guardian has authorized a discretionary day, or the household is authorized to use child care based on an approved schedule (any discretionary day or approved schedule must 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.
 - a. Child care providers must keep a copy of the child's immunization record on file and available for inspection and verify with the parent/guardian that the record is current.
 - b. Child care providers who provide care in their own home and are not related to at least one (1) child in their care must maintain and make available for inspection a copy of the immunization records of all children in their care who are not enrolled in school, EXCEPT:
 - i. In-home care and care provided by a qualified relative in the relative's home is exempt from this requirement unless there are other unrelated children present. A qualified relative is defined as grandparents, great grandparents, siblings, aunts, and uncles; or
 - ii. If the child has a medical condition that prohibits immunization, and this is verified by a physician's written statement; or
 - iii. If the child is a Kindergarten through 12th grade student who attends public or private school.

III. PAYMENT (REIMBURSEMENT) PRACTICES

All CCDP child care subsidy reimbursements are paid 100% of the state maximum rate. Providers will be reimbursed for services in accordance with the approved rate at the time the services were rendered. The family contribution copayment and any applicable overages indicated on the child care certificate are the sole responsibility of the parent/guardian and must be paid directly to the child care provider. CCDP child care subsidy reimbursements are paid to the provider by and through their designated CCR&R agency.

A. CERTIFICATES

1. Once a child care provider accepts/receives a CCDP Child Care Certificate, the parent(s)/guardian(s) shall not be required to pay the full cost of tuition up-front and in full prior to attendance.
2. The approved CCDP child care subsidy reimbursement rate is documented on the Child Care Certificate for each eligible child.
3. It is the child care provider's responsibility to ensure the Child Care Certificate received is accurate, current, covers the correct schedule used by the parent/guardian, and is valid for the site where the services are being provided. Certificate errors must be reported to the designated CCR&R agency for correction immediately. Parents/guardians are required to obtain a new Child Care Certificate when circumstances change and when they transfer providers, even within the same child care business chain.
4. A Child Care Certificate redetermination is required every 12 months.
5. Reimbursement for child care services is based on the approved schedule as specified on the Child Care Certificate.
6. CCDP is not responsible for payment for days/hours not covered on the Child Care Certificate. Payment for days/hours not covered by the Child Care Certificate is the responsibility of the parent/guardian.

B. PAYMENTS

1. Child care subsidy reimbursements will be issued by the CCDP to the CCR&R agency within thirty (30) business days after timely timesheet submittal.
2. The service period is one calendar month. Child Care Timesheets submitted after the last day of the month following the service month are subject to non-payment. (e.g., timesheets submitted August 1 or later for services provided in the month of June)
3. Payment issues and discrepancies are the provider's responsibility and must be resolved with the designated CCR&R agency within 30 calendar days of receiving the CCDP child care subsidy reimbursement. Submittals outside this timeframe are subject to non-payment for services.
4. CCDP will not deduct taxes, insurance, or other coverage for providers from their CCDP child care subsidy reimbursements.
5. Parents/guardians are responsible for paying their family contribution copayment and any overages directly to providers on a payment schedule agreed upon by the child care provider and parents/guardians.
6. All providers are responsible for keeping records of family contribution copayments and overage payments received from parents/guardians and providing a receipt.

C. REIMBURSABLE FEES

1. All or part of the cost of child care, not to exceed the current state 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 state maximum allowance.
3. Parents/guardians with actual attendance billing are allowed 21 discretionary days to use for absences from care for holidays, sick, or vacation days. Discretionary days are authorized absences from care.

D. NON-REIMBURSABLE FEES

1. Meals, activities/field trips, uniforms, equipment, class pictures, transportation, late pickup fees, or any other fees in excess of direct child care costs.

2. Days on which the child is regularly scheduled for care and the provider is not available. This is for actual attendance billing based on a contracted slot only.
3. Child care expenses/fees that are not charged to non-CCDP-enrolled children/families.
4. Child care which has been provided prior to authorization of a current, valid Child Care Certificate.
5. Any day on which a child is with the provider 14 minutes or less. This is for actual attendance billing based on a contracted slot only.
6. Any day the provider bills for care and there is not a sign-in/sign-out timesheet for the child on that day. This is for actual attendance billing based on a contracted slot 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 kindergarten or higher.
9. Any additional costs for child care services that exceed the state maximum rate. Additional fees are the sole responsibility of the parent/guardian.
10. Absent days (unless the parent/guardian authorizes use of discretionary days). Unexplained and unauthorized absences from care for 30 days (consecutive or non-consecutive) during the certification period must be evaluated by the designated CCR&R agency and/or CCDP staff and may result in discontinuation of assistance for the household.

IV. ADDITIONAL REQUIREMENTS

A. LICENSED CHILD CARE PROVIDERS

1. Must comply with all applicable county and state child care licensing laws and regulations. <https://dwss.nv.gov/Care/CCL/Licensing-Info/statutes-and-regs-ccl/>
2. Must provide a copy of their current parent handbook and parent contract to their designated CCR&R agency representative at the time of CCDP registration.
3. Must provide a copy of their current child care license and must report any changes to their licensing status to their designated CCR&R agency representative at the time of registration with the CCDP. State licensing reports will be monitored by the CCDP to identify status changes and renewals. Providers may be assessed for an overpayment if care services are provided and billed for under the incorrect provider type after the date of an unreported licensing status change.

B. LICENSE-EXEMPT OUT-OF-SCHOOL TIME/OUT-OF-SCHOOL RECREATION (OST/OSR) PROGRAMS

1. OST/OSR providers must provide their program handbook to the designated CCR&R agency representative at the time of CCDP registration. The handbook must outline the program's policies and procedures for complying with the Health and Safety requirements of the Child Care and Development Block Grant Act.

C. FAMILY, FRIEND AND NEIGHBOR (FFN) PROVIDERS

1. FFN providers can be a relative or non-relative and may provide services in the child's home (in-home) or in their own home (out-of-home) for up to four (4) children.
2. Must only care for a maximum of four (4) children and abide by the maximum staff-child ratio of one (1) provider to four (4) children (1:4). Failure to adhere to the allowable ratio may result in non-payment, referral to I&R, suspension, and/or termination of this agreement.
3. Must obtain a business license if required by the state, county, city and/or municipality in which the FFN is providing child care services.
4. FFN providers who offer in-home services must care for a minimum of two (2) subsidy-enrolled children to be eligible as an in-home provider, but no more than four (4) children, not to exceed the maximum 1:4 staff-child ratio.

5. Must be at least 18 years of age and a U.S. citizen or lawful permanent U.S. resident with a Social Security Number.
6. Must not be the natural or adoptive parent or legal guardian of the child receiving services.
7. Must not be a CCDP child care subsidy recipient.
8. Must not live in the home of the CCDP-eligible/enrolled household for whom services are being provided.
9. Must have an active telephone (with service during all hours of operation) at the location child care services are provided.
10. Must report income received from providing child care services to DWSS if the FFN provider is also a recipient of any other public assistance program (e.g., TANF, Medicaid, SNAP, etc.).
11. Must have a 5lb. Class ABC Fire Extinguisher, UL Listed Smoke Detector(s), and a well-stocked First Aid Kit on the premises where care is being provided.
12. Must complete Health and Safety training as outlined by CCDP and/or CCR&R staff.
13. Must comply with home visits including but not limited to:
 - a. All FFN providers are subject to a home visit within 45 calendar days of enrollment and a minimum of annually thereafter. Home visits can be either scheduled or unannounced.
 - b. Health and safety compliance must be addressed as outlined by the Administration for Children and Families during the home visit and FFN providers must meet the state standards as listed in the Child Care Policy Manual section 623, located on the DWSS website (dwss.nv.gov/Care/Childcare/). Failure to meet the health and safety requirements will result in a 30-day corrective action plan notice.
14. Changes in provider licensure status or location of child care is subject to the approval of 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. DESIGNATED CCR&R AGENCY RESPONSIBILITIES

A. DOCUMENTS

1. The designated CCR&R agency will process all completed Child Care Registration Forms within ten (10) business days of receipt.
2. The designated CCR&R agency will notify child care providers in writing within ten (10) business days of receipt if the Child Care Registration Form is incomplete, completed incorrectly, and/or contains inaccurate information.
3. The designated CCR&R agency will notify providers in writing, via mail and e-mail (if available), when additional information is needed, or documentation updates are required.
4. The designated CCR&R agency will process all documents received from child care providers within ten (10) business days of receipt.

B. CERTIFICATES AND ELIGIBILITY

1. The designated CCR&R agency will provide a copy of the Child Care Certificate to child care providers for:
 - a. Each newly enrolled household,
 - b. Every new service period, and
 - c. Anytime the household's family contribution copayment, overage, or authorized schedule changes.
2. In the event a household is no longer eligible for CCDP child care subsidy the designated CCR&R agency will notify the child care provider in writing within ten (10) business days.
3. The designated CCR&R agency will respond to child care provider appeals within 15 business days of receipt.
4. The designated CCR&R agency will notify CCDP of any issues including but not limited to overpayments, underpayments, suspicions of fraud/abuse, Child Care Certificate discrepancies, system issues, etc.

C. PAYMENTS

1. The designated CCR&R agency will process child care provider reimbursement claims within 30 business days from the receipt of the timesheet.
2. The designated CCR&R agency will ensure FFN providers are not reimbursed for more than four (4) children.
3. The designated CCR&R agency will ensure licensed child care providers are not reimbursed for more children than they are approved to care for according to their license.
4. The designated CCR&R agency will notify CCDP within ten (10) business days of overpayment or underpayment and will reconcile and process an overpayment/underpayment within 30 business days.
5. The designated CCR&R agency will ensure that child care providers receiving \$600 or more in child care subsidy reimbursement checks during the calendar year are issued a 1099 Miscellaneous Income Form at the end of the calendar year.

D. HEALTH AND SAFETY

1. The designated CCR&R agency will develop a training plan with FFN providers to ensure all required health and safety training is completed within 60 calendar days from the date of child placement and annually thereafter.
2. The designated CCR&R agency must conduct a scheduled in-person home visit within the first 45 days of provider registration with the CCDP and at least annual unannounced home visits thereafter to ensure the health and safety of children receiving child care subsidy reimbursements.

By signing this form, I certify on behalf of myself and all staff in this facility that I have read, understand, and agree to the guidelines and requirements listed above and understand that I am accountable for compliance with these requirements. I agree (and the designated CCR&R agency agrees) to indemnify and hold harmless the State of Nevada, DWSS, CCDP, 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 child care services under this agreement. This agreement becomes effective upon the Child Care Director's signature and subsequent approval from the designated CCR&R.

Facility Director or Equivalent Name (print):

Signature:

Date:

Designated CCR&R Agency Representative Name and Title (print):

Signature:

Date:

Child Care and Development Program Approving Authority Name and Title (print):

Signature:

Date: