

Out of State Provider Agreement

AS A CONDITION OF PARTICIPATION AND PAYMENT, I UNDERSTAND AND AGREE THAT:

- participation in the South Carolina Department of Social Services ABC Child Care Program (DSS ABC) is voluntary.
- this Agreement shall not be assigned or transferred. I will immediately notify DSS ABC of any changes in ownership of my facility including any management agreements. Failure to notify DSS ABC of the sale of my facility will render this agreement null and void.
- all information provided on the Out of State Provider Enrollment Form and the attached Rate Certification Form is incorporated as a part of this Agreement.
- this Agreement shall be in effect for a period of three years from _____. The Agreement may be canceled for cause or convenience upon written notification from the initiating party and receipt by the other party.
- the South Carolina Department of Social Services (DSS), upon notification to the provider and at its discretion, may amend this Agreement. Once notified in writing by DSS of any amendments to the Agreement, the Agreement shall be deemed modified to conform therewith.
- the provisions of this Agreement and performance hereunder are subject to all applicable laws, regulations, ordinances, and codes of the federal, state and local governments. All terms of the Agreement shall be construed in a manner consistent with the aforesaid laws, regulations, ordinances and codes; and should it appear that any of the terms hereof are in conflict with any of the aforesaid laws, regulations, ordinances and codes, then the terms hereof which conflict therewith shall be deemed inoperative and null and void to the extent of the conflict and shall be deemed modified to conform therewith.
- the facility must comply with Public Law 103-227, Part C, Environmental Tobacco Smoke Act, also known as the Pro-Children Act, which prohibits smoking in any indoor facility used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 years.
- if any dispute shall arise under the terms of this Agreement, the sole and exclusive remedy shall be the filing of a notice of appeal within 30 calendar days of receipt of written notice of the DSS action or decision which forms the basis of the appeal. Administrative appeals shall be in accordance with DSS regulations R. 126-150, et seq., Code of Laws of South Carolina (1976, as amended), Volume 27, and in accordance with the Administrative Procedure Act, Section 1-23-380, Code of Laws of South Carolina (1976, as amended).
- no new ABC children will be allowed to connect to my facility during an appeal with DSS ABC or Child Care Licensing. However, I may continue serving current children unless the health and safety of the children are jeopardized.

South Carolina Regulations for Child Care Facilities

- the facility shall be and must remain properly licensed, registered or approved at all times, as required, by state or federal law regulations and meet all applicable state and local health and safety requirements in order to provide services under this Agreement.
- the facility must maintain a current license/registration/approval with a history of compliance to regulations. History of compliance is defined as having:
 1. No frequent or multiple deficiencies or a significant event *posing substantial threat to the health or safety of the children that involve supervision, compliance with ratios, or health and safety violations.*
 2. At least one caregiver with a Cardiopulmonary Resuscitation (CPR) Certification and pediatric first aid certification who is on-site at all times when children are in care.
- DSS ABC Child Care Program shall be notified in writing of any investigation or inquiry by Child Welfare Services about suspected, or actual, child protective services violations within one working day of its notice of the investigation or inquiry. Additionally, I shall notify DSS ABC of any investigation or inquiry initiated by any governmental facilities concerning possible violation of health and safety laws or regulations within the same time requirement. Copies of the written results of the investigations or inquiries must be provided to DSS ABC within three working days of receipt of this information. Failure to provide the required information may be grounds for termination of this Agreement.

Service Costs, Payment, and Client Fees

- the actual rate charged for children under this Agreement to include the Registration Fee shall not exceed the actual rates charged to all other children except when there are different actual rates charged for different ages within care types. When there are different actual rates charged for different ages within care types, DSS ABC will pay up to the highest rate charged within a care type for the care type.
- any available discounts will be extended to children covered under this Agreement to the same extent and in the same manner as all other children.
- if the actual rates charged to private paying clients exceeds the maximum rate paid by DSS ABC, I may collect the difference from the client, in addition to the client fee.
- the client fees established by DSS ABC shall be collected from each client whose child is covered under this Agreement in advance of service delivery. **DSS ABC assumes no responsibility for collection or payment of client fees including any additional assessed client fees charged by my program.**
- requested changes in the negotiated service rates shall be submitted to DSS 60 days prior to the effective date of the increase. DSS ABC has the sole and exclusive rights to accept or reject any change in the service rate.
- all services provided and claims submitted shall be in accordance with 45 CFR 98 (1998), Provider Business Procedures issued by DSS ABC, and all applicable federal and state laws, rules and regulations.
- claims for payment shall be honored by DSS ABC only for active eligible clients as verified by the child care provider and authorized by DSS ABC.
- DSS ABC may not honor payment vouchers for service units submitted by me which are more than 60 calendar days later than the service ending dates. DSS ABC shall not be liable for payment of vouchers submitted by me that exceed this time frame.

Child Care Records

- the following records shall be maintained on site for a period of three years, however if the case is in an audit, it must be retained through the completion of the audit.
 - ▶ daily attendance – maintained in support of payment vouchers submitted to SCDSS Payment Voucher (SVL)
 - ▶ copies of Service Vouchers Logs (SVLs)
- actual hours attended should be reported.
- absences should be reported as they occur, **and** failure to report will result in recoupment of funds.
- DSS ABC shall be notified if a child misses 10 consecutive days without a waiver. I shall discontinue billing the DSS ABC Child Care Program if the child does not return on the 11th day.
- current immunization records shall be maintained for each child covered under this Agreement from the time of enrollment through the duration of the child's care.
- records and/or reports requested by DSS ABC shall be furnished upon request.
- during normal business hours, DSS ABC, and/or their designee shall have access to all required records under this Agreement. They shall have the right to examine and make copies, excerpts or transcripts from all records unless otherwise precluded by federal or state law, contact and conduct private interviews with provider employees and do on-site reviews of all matters relating to this Agreement.

Discontinuation of Service to Clients

- once accepted by a client, I shall not discontinue services to any child without prior notification to DSS ABC Child Care Program. Such notification must include the reason for requested discontinuation, such as failure to pay any client fees, and must be properly documented.
- clients should be allowed to finish any week that you have asked to be paid for on your SVL.
- if DSS ABC terminates services to a client I shall be notified and reimbursed only for services provided to the child until the effective termination date given by DSS ABC. I must report any absences to the DSS ABC Child Care Program.

**South Carolina Department of Social Services
ABC Child Care Program
OUT OF STATE PROVIDER RATE CERTIFICATION FORM**

New Increase
 Change Decrease

The service rates to be reimbursed under this Rate Certification shall not exceed the maximum rate established by the ABC Child Care Program for the type of care provided. The rates shall not exceed the provider's actual rate for all other children. When there are different actual rates charged for different ages within care types, the ABC Child Care Program will pay up to the highest rate charged within a care type for that care type, not to exceed the maximum rates established. The rates under this Agreement are as follows:

Full-Time Child Care (Weekly)

Age	ABC Rate (Not to exceed ABC Max Rate)	Facility Rate (Weekly rate you charge parents)
0-2	\$	\$
3-5	\$	\$
6-12	\$	\$
13-18*	\$	\$

Half-Time Child Care (Weekly)

Age	ABC Rate (Not to exceed ABC Max Rate)	Facility Rate (Weekly rate you charge parents)
0-2	\$	\$
3-5	\$	\$
6-12	\$	\$
13-18*	\$	\$

Less Than Half-Time Child Care (Weekly)

Age	ABC Rate (Not to exceed ABC Max Rate)	Facility Rate (Weekly rate you charge parents)
0-2	\$	\$
3-5	\$	\$
6-12	\$	\$
13-18*	\$	\$

* Denotes child care arrangements for Special Needs

Do you charge a registration fee? (Check one) Yes No

Second Child Discount Percentage: _____ % off service cost. Second child discounts apply to all children in the same family except the youngest.

I certify that the facility cost and second child discount set forth above is the actual cost that I charge private paying clients. I further certify that I shall comply with all conditions of this rate certification form as a condition of payment.

Child Care Provider: _____ Date: _____
Signature of Owner or Authorized Agent of Owner

Facility/Provider Name: _____ Telephone: (____) _____

Federal ID/Social Security Number: _____ County: _____

SCDSS USE ONLY: Center Group Family

As of the below effective date, all new clients and reauthorized clients will be approved using the rates from this form.

Authorized Signature of the SCDSS

Effective Date of Change