

**South Carolina Department of Social Services
SC Voucher Program
LEVEL B PROVIDER AGREEMENT**

New Renewal

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

- Enrollment in the South Carolina Department of Social Services SC Voucher Program is voluntary.
- This Agreement shall not be assigned or transferred. I will immediately notify the SC Voucher Program of any changes in ownership of my facility including any management agreements. A change in ownership will render this Agreement null and void, and payment will cease for any current SC Voucher Program children being served.
- All information provided on the Provider Enrollment Form and the 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 natural ending of this three year Agreement is not appealable. It is not a guarantee or a right that the SC Voucher Program will offer the provider another Agreement.
- The South Carolina Department of Social (SCDSS), upon notification to the provider and at its discretion, may amend this Agreement. Once notified in writing by the SC Voucher Program 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, regulation, 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.
- I will comply with Public Law 103-327, 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 SC Voucher Program action or decision which forms the basis of the appeal. Administrative appeals shall be in accordance with the DSS regulations R. 126-150, et seq., Code of Laws of South Carolina (1976, as amended), Volume 27, and in accordance with the Administrative Procedures Act, Section 1-23-380, code of Laws of South Carolina (1976, as amended).
- No new SC Voucher Program children will be allowed to connect to my facility during an appeal with the SC Voucher Program or DSS Child Care Licensing. However, I may continue serving current children for the duration of their eligibility period unless the health and safety of the children are jeopardized.

South Carolina Regulations for Child Care Facilities

- The facility shall be and must maintain a current SC Department of Social Services (DSS) license/approval or Department of Defense Certificate, **at all times**, if required, by State or Federal law or regulations, and meet all applicable state and local health and safety requirements in order to provide services under this Agreement, unless facility is legally exempt from meeting child care regulations.
- The facility must maintain 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 the children are in care.
- I shall notify the SC Voucher Program in writing of any investigation or inquiry received by Child Welfare Services about suspected or actual, child protective services violations in writing, within one (1) working day of its notice of the investigation or inquiry. Additionally, I shall notify the SC Voucher Program of any investigation or inquiry initiated by any governmental entities 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 the SCDSS within three (3) working days of receipt of this information. Failure to provide the required information may be grounds for termination of this Agreement.

- While under appeal with Child Care Licensing, if the health and safety of children are jeopardized depending upon the severity of the circumstances, the SC Voucher Program may terminate my enrollment in the SC Voucher Program and immediately withdraw the children from the program.

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, the SC Voucher Program 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 exceed the maximum rate paid by the SC Voucher Program, I may collect the difference from the client, in addition to the client fee.
- The client fees established by the SC Voucher Program shall be collected from each client whose child is covered under this Agreement in advance of service unit delivery. The SC Voucher Program assumes no responsibility for collection or payment of client fees including any additional assessed client fees charged by the provider.
- Requested changes in the service costs shall be submitted to the SC Voucher Program sixty (60) days prior to the effective date of the increase. The SC Voucher Program has the sole and exclusive right 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 the SC Voucher Program, and all applicable federal and state laws, rules, and regulations.
- Claims for payment shall only be honored by the SC Voucher Program for active eligible clients as verified by the child care provider and authorized by the SC Voucher Program.
- The SC Voucher Program may not honor payment requests for services submitted by me which are more than sixty (60) calendar days later than the service ending dates. The SC Voucher Program 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 for each child under this Agreement and that **such records shall be retained from the time of enrollment until the facility has been monitored and the records reviewed, or for a period of three years, whichever is the longest:**
 - ▶ Daily attendance – maintained in support of payment vouchers
 - ▶ Copies of Service Voucher Logs [SVL]
- I shall report service units not provided and absences as they occur, **and** failure to report both of these may result in recoupment of funds.
- I shall notify the SC Voucher Program if a child misses ten (10) consecutive days without a waiver.
- If I continue to serve a client beyond the allowable number of absences for the child, the SC Voucher Program may recoup funds.
- 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 the SC Voucher Program shall be furnished upon request.
- During normal business hours, the SC Voucher Program, 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 terminate any child without prior notification to the SC Voucher Program. Such notification must include the reason for requested termination, such as failure to pay any client fees and must be properly documented.
- I shall be notified if the SC Voucher Program terminates a client and that I shall be reimbursed only for service units provided to the child until the effective termination date given by the SC Voucher Program. I must report any service units not provided and absences to the SC Voucher Program.

Discipline

- **Corporal punishment is strictly prohibited for any children in the facility regardless of whether they are children through the SC Voucher Program, private paying children, or children of the owner or employees. Corporal punishment is the use of physical force to the body as a discipline measure. Physical force to the body includes, but is not limited to spanking, slapping, biting, and shaking. I agree to have a written policy in place, which states that corporal punishment is not allowed, and which is signed by parents and staff, and updated yearly.**

General Issues

- I shall safeguard the use and disclosure of information concerning applicants for or recipients of services in accordance with all applicable federal and state laws and regulations and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.
- The SC Voucher Program will notify the appropriate Licensing Region of all findings of non-compliance to Licensing Regulations.
- The SC Voucher Program assumes no responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under this Agreement, that I shall take necessary steps to insure or protect myself, my clients, and my personnel, and that I agree to comply with all applicable local, state, and federal acts, rules, and regulations.
- I must comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 when center-based and group home care is provided.
- If I receive eighty percent (80%) or more of my operating budget from state and federal funds, I shall not discriminate as to religion in the admission of any child or in the employment of personnel.
- I will serve any children enrolled through this Agreement **only** at the facility and address enrolled.
- I will notify the SC Voucher Program of any intentions to relocate my facility prior to the move and that I shall not serve any children under this Agreement at the new location/facility until it has met regulatory requirements and been enrolled by the SC Voucher Program.
- I will maintain a working LAN (Local Area Network) telephone at my facility at all times, and to notify the SC Voucher Program of any change in phone number. Cell phones may be used only in addition to the LAN line.
- I will hire employees in accordance with the staff qualifications outlined in the SC Voucher Program Standards, and maintain the minimum staff qualifications and training regardless of whether I have children enrolled through the SC Voucher Program.
- If I receive a grant, I agree to remain an enrolled provider in the SC Voucher Program for the period required by the grant.
- If my enrollment agreement is terminated by the SC Voucher Program or any age group is de-enrolled, I cannot reapply for enrollment in the SC Voucher Program for a minimum period of six calendar months from the date of termination or de-enrollment.
- If any enrolled age group is de-enrolled, that age group is ineligible to re-enroll in the SC Voucher Program for a minimum of 6 calendar months from the date of de-enrollment.
- It is the owner's responsibility to designate any authorized agents and to notify the SC Voucher Program when changes to said agents are made. The SC Voucher Program assumes no responsibility for determining authorized agents.

I certify that I have read, understand and agree to all terms and conditions of this Agreement and the enrollment information I have furnished is true, accurate and complete. I also certify that I have the authority to enter into this agreement and am responsible for adhering to all duties, and responsibilities set forth in the agreement.

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

Name of Facility/Provider: _____

Federal ID/Social Security Number: _____ County: _____