

Ohio Department of Job and Family Services
PROVIDER AGREEMENT FOR PUBLICLY FUNDED CHILD CARE SERVICES

The terms and conditions of this agreement are a contract between the Ohio Department of Job and Family Services ("ODJFS") and the Provider of child care ("Provider") to children authorized for Publicly Funded Child Care (PFCC) services. The Provider agrees to comply with this agreement and all applicable state statutes, Ohio Administrative Code (OAC) rules and all applicable Federal statutes and regulations in order to be paid for providing authorized publicly funded child care. The signature of the Provider below attests to an agreement to:

1. Provide publicly funded child care to eligible individuals on the days and hours authorized, without regard to race, color, sex, religion, national origin, handicap, age or ancestry.
2. Provide publicly funded child care only at the address that has been: approved by ODJFS by issuance of a license or day camp approval; approved by a County Department of Job and Family Services (CDJFS) by issuance of a certificate or authorization to an out-of-state Provider or to an Ohio Department of Education (ODE) licensed Provider, or accredited by the American Camping Association (ACA).
3. Submit attendance data and fees only for authorized child care services actually performed.
4. Submit data to ODJFS for payment that is no more than the customary charge to other individuals for the same services. Payment is contingent upon the availability of Federal and appropriated state funds.
5. Submit accurate attendance data and fees for authorized publicly funded child care services provided to eligible individuals. This data must be submitted according to procedures required by ODJFS. Data that contains errors, incorrect rates or non-covered services is subject to correction prior to issuance of payment.
6. Accept the payment amount in accordance with rule 5101:2-16-41 of the OAC.
7. Accept the payment amount for all covered services as payment-in-full and will not seek payment from the eligible individual for the difference between the payment rate and the Provider's customary charge when the customary charge is higher.
8. Collect the assigned copayment in accordance with rule 5101:2-16-39 of the OAC.
9. Maintain all records required in Chapters 5101:2-12, 5101:2-13, 5101:2-14, 5101:2-16, 5101:2-17 and 5101:2-18 of the OAC so as to fully disclose the extent of child care services provided. The Provider shall maintain such records for a period of three years from the date of receipt of payment based upon those records or until any initiated audit is completed, whichever is longer.
10. To retain all records in accordance to any litigation holds that are provided to them by ODJFS, and actively participate in the discovery process if required to do so, at no additional charge. Litigation holds may require Provider to keep the records longer than the three year period indicated in paragraph (9). Provider will be notified by ODJFS when the litigation hold ends and retention can end. If Provider fails to retain the pertinent records after receiving a litigation hold from ODJFS, Provider agrees to pay all costs associated with any cause, action or litigation arising from such destruction.
11. Furnish ODJFS any information maintained under paragraph (9) for audit purposes or any other purpose as required by ODJFS. Failure to provide requested records may result in a determination that no records exist for payment paid to the Provider for the child care reportedly rendered. Such a determination shall result in the recoupment of all payments made for which no records are provided.
12. Cooperate with any Publicly Funded Record Review as outlined in Chapter 5101:2-16 of the OAC. Failure to cooperate with the review may result in suspension or termination of this agreement. Failure to provide requested records within the time frame defined in Chapter 5101:2-16 of the OAC for a Publicly Funded Records Review may result in a determination that no records exist for payment paid to the Provider for the child care reportedly rendered. Such determination shall result in the recoupment of all payments made for which no records are provided.
13. Accept responsibility for receiving, replying to and/or complying with any audit finding by an appropriate state or Federal audit or any identified exception directly related to the performance of this agreement. Responsibility includes repayment as follows:

(A) The Provider agrees to repay the full amount of payment received for services not covered by this agreement in the time frame defined by ODJFS.

(B) The Provider agrees to repay the full amount of payment received for duplicate or erroneous payments, deceptive claims, swipe card misuse or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by misleading representation, by withholding information, by preventing another from acquiring information or by other act, conduct or omission which creates, confirms or perpetuates a false impression in another, including a false impression as to the law, value, state of mind or other objective or subjective fact.

14. Adhere to all applicable rules in Chapters 5101:2-12, 5101:2-13, 5101:2-14, 5101:2-16, 5101:2-17 and 5101:2-18 of the OAC.

15. Complete and submit an agreement with the vendor that contracts with ODJFS for the point of service device (POS) for the electronic child care swipe card.

16. Secure, maintain and display an ODJFS license as required by sections 5104.02 and 5104.03 of the Ohio Revised Code (ORC), a license from the ODE, a certificate issued by the CDJFS as required by Chapter 5101:2-14 of the OAC, an ODJFS day camp approval as required by Chapter 5101:2-18 of the OAC, or an ACA accreditation as required by Chapter 5101:2-16 of the OAC. A border state child care Provider is required to maintain and display the license, certificate or approval to provide child care issued by the border state.

17. Disclose to ODJFS receipt of any adverse action enacted or proposed, including but not limited to, license or certificate revocation or accreditation suspension or removal. Any disclosure of information to ODJFS must be made within five business days of the enacted or proposed adverse action.

18. Complete the following indemnity clause section. Any changes to the information contained in this article of the agreement requires the completion of a new Provider agreement with ODJFS.

When the Provider is a private entity, Provider agrees to hold harmless the CDJFS, the ODJFS and the Board of County Commissioners in which the CDJFS is situated against any and all liability, loss, damage and/or related expenses incurred through the provision of services under this contract.

19. Adhere to the liability insurance requirement in connection to the operation of a child care program. As required in section 5104.041 of the ORC, a licensed type A or type B Home provider agrees to maintain insurance against liability arising out of or in connection with the operation of the child care program. This insurance shall cover any cause for which the Provider would be liable in the amount of one hundred thousand dollars per occurrence and three hundred thousand dollars in the aggregate. If the Provider does not maintain liability insurance that meets this requirement, the Provider must secure a statement signed by the parent or guardian of each child receiving care acknowledging that the Provider does not carry liability insurance and/or that any other owner of the program/property may not provide for liability coverage.

20. Be aware that as required by section 741.05 of Am. Sub. H.B. 1 of the 128th General Assembly, a licensed type A Home or type B Home provider or a certified in-home aide agrees to allow ODJFS to withhold all legally required deductions from a Provider's payment.

21. Not use or disclose any information concerning eligible individuals to any party for any purpose not directly related to the delivery of publicly funded child care except upon written consent of the eligible individual or a responsible parent or guardian.

22. Act in the performance of this agreement in an independent capacity, and not as an officer, employee or agent of the State of Ohio. Provider shall therefore be responsible for all of Provider's business expenses, including, but not limited to, employee's wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. **NOTE: Individuals who provide publicly funded child care are not employees of ODJFS, but are considered to be self-employed independent contractors and, as such, are responsible for payment of any local, state or Federal tax obligations on income earned through this agreement, as well as for other requirements of self-employment which include, but are not limited to: reporting of income to the Internal Revenue Service, payment of social security taxes, purchasing insurance, establishing a retirement plan and other self-employment benefits.** Providers may

provide child care for children who are not receiving publicly funded child care benefits. However, Providers must maintain compliance with section 5104.01 of the Revised Code which limits the total number of children allowed in a Provider's care.

23. Maintain compliance with 42 U.S.C. 1320d through 42 U.S.C. 1320d-8 and the implementing regulations found at 45 C.F.R. 164.502 and 45 C.F.R. 164.504 regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
24. Affirm that neither the Provider nor its principals or subcontractors owe funds to the state of Ohio or a political subdivision as a result of a finding for recovery under ORC 9.24, or have taken the appropriate remedial steps required, or otherwise qualify under ORC 9.24 to contract with the State of Ohio.
25. Affirm that neither the Provider nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal agency. Provider also affirms that within three years preceding this Contract neither Provider nor any of its principals:
 - (A) Have been convicted of, or had a civil judgment rendered against them for commission of fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state, or local public transaction or contract under a public transaction; for violation of Federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements; or for receiving stolen property; or
 - (B) Are presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) for the commission of any of the offenses listed in this paragraph and have not had any Federal, state, or local, public transactions terminated for cause or default.
26. Comply with the Pro-Children Act of 1994; Public Law 103-227, Title X, Part C - Environment Tobacco Smoke, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health care services, child care, library services and education to children under the age of 18.
27. Upon breach or default of any of the provisions, obligations, or duties required in this agreement, or a preponderance of evidence identifies inappropriate billings or violation of this agreement as determined by ODJFS or the CDJFS, ODJFS may exercise any administrative, contractual, equitable or legal remedies available without limitation. The waiver of any occurrence of breach or default is not a waiver of any subsequent occurrences, and ODJFS retains the right to exercise all remedies herein above mentioned. If the Provider or ODJFS fails to perform an obligation or obligations under this agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by ODJFS shall be authorized in writing and signed by the authorized ODJFS representative.
28. Furnish ODJFS with information detailing the customary charges to other individuals for the same service by completing the required documents on the ODJFS CCIDS Provider Portal, and data requirements for payment located at: <http://fs.ohio.gov/cdc/childcare.stm>, select "CCIDS." Changes to the documents contained in the ODJFS CCIDS Provider Portal may be completed without prior notice and does not constitute an amendment of this agreement.
29. Accurately and truthfully complete a W-9, update when changes are made to the information it contains and submit to ODJFS within five business days.
30. ODJFS may, from time to time as it deems appropriate, communicate specific instructions and requests to Provider concerning the performance of the services described in this Provider Agreement. Upon such notice and within the designated time frame after receipt of instructions, Provider shall comply with such instructions and fulfill such requests to the satisfaction of the department. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the services described in this Provider Agreement, and are not intended to amend or alter this Provider Agreement or any part thereof.
31. This agreement may be terminated by ODJFS upon 30 days written notice. The notice will state the effective date of termination and the basis of settlement. The Provider shall cease providing publicly funded child care under this agreement on the effective date of termination. This Provider agreement shall terminate automatically without written notice if: (1) the Provider's child care business closes; (2) the Provider fails to maintain licensure, certification or day camp accreditation/approval; (3) there is a determination of illegal conduct; (4) appropriated state or Federal funds are unavailable; (5) there is

failure to honor the terms of this agreement and related state, Federal or local law and regulation; or (6) for reasons contained in rule 5101:2-14-04 of the OAC.

- 32. In the event of termination, the Provider shall be entitled to compensation, upon submission of all necessary data, for work performed prior to the termination and based on the payment rates in this agreement. ODJFS shall not be liable for any further claims.
- 33. The effective date of this agreement shall be the date the Provider submits the form to ODJFS. This agreement will remain in effect unless terminated by either the Provider or ODJFS.
- 34. This agreement may be terminated by the Provider upon 30 days written notice to ODJFS.

Address Information - Required

Physical Location of Business/Child Care Provider

Building Name / or / Business																						
Address																						
City	State	Zip Code																				
Phone Number	License / Certification Number																					
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Please retain a copy of the completed agreement. Contact Child Care Help Desk toll free at 1-877-302-2347 option 1 or email CCIDS_business_unit@jfs.ohio.gov if you have questions or concerns.

Name of Child Care Provider / Owner / Owner's Authorized Representative <i>(please print)</i>	
Signature of Child Care Provider / Owner / Owner's Authorized Representative	Date