

## Annual Qualified Exempt Child Care Provider Fiscal Agreement Child Care Assistance Program

Routt County Department of Social Services  
PO Box 772790  
Steamboat Springs, CO 80477



**COLORADO**  
Office of Early Childhood  
Department of Human Services

CRYSTAL PIERCE  
1100 W Jefferson Ave Trlr 28  
Hayden, CO 81639

Provider ID: 1724023  
Date: 04/29/2019

This Agreement is entered into and between the Routt County Department of Social Services, herein referred to as Department and CRYSTAL PIERCE, Provider ID 1724023, herein referred to as provider who will provide child care at the following address: 1100 W Jefferson Ave Trlr 28, Hayden, CO 81639. This agreement shall be in effect from 07/01/2019 to 06/30/2020.

### Qualified Provider Agrees to the following:

1. Submit to a fingerprint based criminal background check along with a review of the state administered database for child abuse and neglect and provide the names and fingerprints of all adults age 18 and over who reside in the provider's home where care is provided for the same purpose.
2. Comply with an annual on-site health and safety inspection conducted by the State Department of Human Services and complete all related pre-service training within three (3) months of providing services for any non-relative provider.
3. Notify the Department within ten (10) calendar days of any circumstances resulting in the presence of a new adult age 18 and over, or a minor turning 18, in the provider's residence where care is provided.
4. Report to the Department any changes in phone number and/or address no less than ten (10) calendar days prior to the change.
5. Provide verification of Lawful Presence in the United States and provide an affidavit of citizenship and supporting documentation to the Department for provider (and spouse, if applicable).
6. Sign an attestation of mental competence declaring no one in the child care provider home where the care is provided has been determined to be insane or mentally incompetent by a court of competent jurisdiction; or specifically declaring the mental incompetence or insanity is not of such a degree that the provider cannot safely operate as a qualified provider.
7. Allow parents or adult caretakers immediate access to the child (ren) in care.

8. Accept referrals for child care without discrimination with regard to race, color, national origin, age, sex, religion, or physical, intellectual or mental disability. For additional care needs rates, develop an individualized care plan for children with additional care needs and provide a copy to the county on an annual basis or sooner period of time determined by plan.
9. Provide children with adequate food, shelter, and rest.
10. Maintain as strictly confidential all information concerning children and their families. Use the CO Attendance System as instructed and maintain principles of confidential access. Childcare providers shall not hold, transfer or use an adult caretaker or teen parent's individual attendance credentials. If intentional misuse is founded by any county or state agency, the child care provider will be subject to fiscal agreement termination.
11. Protect children from abuse/neglect and report any suspected child abuse and neglect to the Department 1-844-1-844-CO-4-KIDS (1-844-264-5437).
12. Hold the County Department of Human Services, the County, the Colorado Department of Human Services, and the State of Colorado harmless for any loss or actions caused by the performance of this Agreement.
13. Provide child care at the address listed above and ensure that care is provided only by the person listed above. Provide care for children under this agreement only if authorized in writing by the Department in advance. Do not provide any unlicensed child care. Violations of this nature will be reported to CDHS licensing staff.
14. Sign the child care Fiscal Agreement and all other state required forms (county may have additional county-only forms for signature).
15. Notify the Department if a child is no longer in your care (for reasons other than termination by the Department) within one day; and, Notify the Department of unexplained, frequent and/or consistent absences within ten (10) calendar days of an established pattern.
16. Collect the full parental fee each month within the month of care. Parental fees are due to the provider from the parent or adult caretaker within the month of care. Providers shall report non-payment of parent fees no later than sixty (60) calendar days after the end of the month the parent fees are due unless county policy requires it earlier. The unpaid parent fees must be reported in writing by FAX, email, mail, or on a manual claim form.
17. Not charge parents or adult caretakers' rates in excess of those agreed upon as part of the Fiscal Agreement. The rate in the Fiscal Agreement is the maximum allowable rate of reimbursement for the care provided and includes any portion for which the parent or adult caretaker is responsible. Providers may not receive payments for days in which they were not available to provide care. The provider will be paid the rates agreed upon within the Fiscal Agreement Rate Schedule.
18. Understand this fiscal agreement is effective on the date the county receives the signed fiscal agreement from the provider and in accordance with the county background check clearance dates. All additional required forms and documentation shall be in the county's provider file. Providers will not be reimbursed for any care provided before the background check clearance date and fiscal agreement start date and after the fiscal agreement end date. The provider is required to use the CO Attendance System (ATS) to transmit recorded attendance and as the billing mechanism for care provided. Non-use of ATS must be approved.
19. Refer to and follow the instructions included in the CO Attendance System (ATS) Welcome email.

20. Maintain internet service or access to internet service/Wi-Fi to ensure ATS is able to transmit attendance information to the Department for payment. The provider shall not hold any parent or adult caretaker responsible for the cost of care if the transactions are not transmitted timely by the provider. Any transactions not uploaded daily must be corrected and uploaded at least within nine (9) days of care for payment.
21. Ensure the parent/teen parent/adult caretaker uses his/her ATS individual attendance credentials to daily check the child (ren) into and out of care for attendance documentation and payment. Missed check-in and check-out entries may be entered by the provider and confirmed by parent/adult caretaker within nine (9) days of the date of service. The Department does not guarantee payment to the Provider if the transaction status on ATS is not "confirmed" by the CCCAP parent/teen parent/adult caretaker on ATS or if the attendance is not accurately recorded through ATS based on refusal to use. Understand the automated process allows for use of system and entry of corrections within nine (9) days of care. Only approved/confirmed attendance transactions will be reimbursed by the Department. Forfeit payment for care that could have been paid through the automated process if actions were not taken to enter corrections within nine (9) days of care. ATS must be uploaded at least within 9 days of care for payment.
22. The parent or adult caretaker shall be responsible for payment and the Department shall not be held liable if the child care is not authorized or the parent or adult caretaker does not accurately record attendance or confirm attendance through ATS due to refusal to use.
23. Contact the county department within two business days if ATS stops working for any reason to troubleshoot. Approval of a Waiver for non-use of ATS for payment is required for provider's requesting non-use of the system.
24. Maintain sign in/out sheets for children in care if the ATS system is not in use. These records shall be maintained for three years plus the current year and are to be made available to the Department upon request even if the provider no longer has an open Fiscal Agreement. The sign-in/out sheets must include no less than: the date of care; the full name of the child(ren); accurate sign-in time; authorized adult caretaker legible signature for sign-in time; accurate sign-out time; authorized adult caretaker legible signature for sign-out time. Use of ATS meets sign in/out requirements.
25. Bill the department on the State prescribed manual claim form for authorized services provided and utilized and not reimbursed through ATS. Manual bills are only accepted under certain rare circumstances or exceptions for providers not reimbursed automatically based on approved ATS transactions. County policy may require submission of attendance records to support requests for manual payment. Forfeit payment for services when the original manual claim form is submitted to the Department more than sixty (60) days following the month of care.
26. Never keep in their possession (whether at the location where care is provided or in any other place) a client's ATS Individual-attendance credentials.
27. Understand that if the provider commits fraudulent billing or activities, the provider may be subject to fiscal agreement termination.
28. Grant the Department the authority to inspect the location(s) where care is provided for the presence of CCAP ATS Individual Attendance credentials or any other suspicious billing and attendance information. Upon discovery of these materials the provider understands the Department has the right to seize these materials and/or evidence of these materials.

29. Return any overpayment. All overpayments will be recovered including, but not limited to, inaccurate or fraudulent billing. If at the time any overpayment is established while your fiscal agreement is active, the amount of the overpayment will be deducted beginning with the next child care payment and every payment thereafter until the overpayment is paid in full, as negotiated by the county through a signed repayment agreement. The county shall collect the overpayment in accordance with standard collection procedures which may include State Income Tax intercept if your fiscal agreement is inactive. Fraudulent billing will be prosecuted.

<b>Provider Rates</b>	<b>FT</b>	<b>PT</b>	<b>FTPT</b>	<b>FTFT</b>
Regular 0-6 Months	30.00	16.50	46.50	60.00
Regular 6-12 Months	30.00	16.50	46.50	60.00
Regular 12-18 Months	30.00	16.50	46.50	60.00
Regular 18-24 Months	30.00	16.50	46.50	60.00
Regular 24-30 Months	30.00	16.50	46.50	60.00
Regular 30-36 Months	30.00	16.50	46.50	60.00
Regular 36 - School Age	30.00	16.50	46.50	60.00
Regular School Age	30.00	16.50	46.50	60.00
Before School School Age	5.00	5.00	5.00	5.00
After School School Age	5.00	5.00	5.00	5.00
B and A School School Age	10.00	10.00	10.00	10.00

**Provider Rights:**

1. When a provider contends that the county has not made adequate payment based on program rules for care provided, the provider has the right to an informal conference with county staff pursuant to 9 CCR 2503-1 at Section 3.914.1.H.
  - § Providers may request a conference in writing within 15 calendar days of the date of the action.
  - § This request should be addressed to the county director of the county Department of Social/Human services responsible for the action.
  - § Provider may request that State CCCAP staff participate in the conference. That participation may be by telephone conference.

The conference shall be held within two weeks of the date the request for a conference is received by the county§ The purpose of the conference is limited to discussion about the payments in dispute and the relevant rules regarding payment.

- § The final decision of the county shall be mailed to the provider within 15 business days of the conference date.
2. A provider may request an informal conference if s/he disputes the termination of a Fiscal Agreement pursuant to 9 CCR 2503-1 at Section 3.913.1.B.6.
- § Providers may request a conference in writing within 15 calendar days of the date of the action.
- § This request should be addressed to the county director of the county Department of Social/Human services responsible for the action.
- § The conference shall be held within two weeks of the date the request for a conference is received by the county.
- § The purpose of the conference is limited to discussion about the termination of the fiscal agreement.
- § The final decision of the county shall be mailed to the provider within 15 business days of the conference date.
3. A non-relative qualified exempt child care provider may appeal the county's decision to deny or terminate a Fiscal Agreement due to the department's decision regarding adherence to health and safety standards pursuant to 9 CCR 2503-9 at Section 3.913.1.B.7
- § Providers may request an appeal in writing within 15 calendar days of the county's decision.
- § This request should be addressed in writing to the Executive Director of the State Department of Human Services or his/her designee: 1575 Sherman Street, Denver, CO 80203.
- § The executive directory's decision is a final agency decision subject to judicial review by the state district court under § 24-4-106, C.R.S.

**Department Agrees to:**

1. Provide CO Attendance System (ATS) training instructions and user guide information.
2. Enter the Fiscal Agreement into the Childcare Automated Tracking System (CHATS) within five (5) business days of receipt of the completed Fiscal Agreement and all supporting documentation.
3. Determine client's eligibility for child care services within fifteen (15) days of receiving the complete application packet including verification.
4. Send Child Care Authorization Notices to the provider within seven (7) working days of the Department's initial approval or prior to making any changes in eligibility for each child such as parental fees, authorized amount of care, added or deleted children, and/or any other changes to child care arrangements.
5. Exercise the Department option to reimburse the qualified child care provider for care from the date the accurately completed fingerprint packet, supporting forms, and correct fees for the provider's household are received by the CDHS Division of Early Care and Learning; OR
6. Exercise the Department option to enter the Fiscal Agreement and make payments after the results are returned from the Colorado Bureau of Investigation and Federal Bureau

of Investigation. The Department shall not pay for any care provided prior to the date the fingerprint based criminal background check results are cleared at the state level. The parent or adult caretaker shall be responsible for payment for care provided outside of this agreement.

7. Reimburse the provider for authorized, attended, and properly recorded and transmitted child care in accordance with Colorado Child Care Assistance Program rules. Payment to the provider is the total cost of the lesser of authorized and attended care based on rates set by this Agreement minus the parental fee (if applicable).

Either party may terminate this Agreement by giving the other party fifteen (15) calendar days' notice. This Agreement may be terminated without advance notice if a child's health or safety is endangered; - if the Department has concerns involving the provider or a resident in the provider's home; or if the Department or CDHS verifies the provider possesses any CCAP individual attendance verification credentials.

By signing this Agreement, the provider acknowledges receipt of information regarding the rules and policies of the Colorado Child Care Assistance Program at [www.coloradoofficeofearlychildhood.com](http://www.coloradoofficeofearlychildhood.com). The provider shall receive a copy of the signed Fiscal Agreement.

QUALIFIED FAMILY CHILD CARE HOME  
PROVIDER

DEPARTMENT OF SOCIAL/HUMAN  
SERVICES

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Print Name

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Print Name

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Signature

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Date

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Unique Email Address