

## Licensed Provider Child Care Services Fiscal Agreement

Routt County Department of Social  
Services  
135 6th Street  
Steamboat Springs, CO 80477



**COLORADO**  
**Office of Early Childhood**  
Division of Early Learning Access & Quality

Lina Rastello  
1360 Indian Trails #8  
Steamboat Springs, CO 80487

Provider ID: 1686404  
Date: 04/29/2022

Provider ID: 1686404 Tax ID Number: 821941272  
This Agreement shall be in effect from 07/01/2022 to 06/30/2025.

This Agreement is entered into and between Routt County Department of Social Services, herein referred to as "County Department" and Lina Rastello, herein referred to as "Provider", who will provide child care at the following address: 1360 Indian Trails #8, Steamboat Springs, CO 80487.

### Provider Agrees to:

1. Ensure that care is provided only by the authorized person or business listed above.
2. Acknowledge that reimbursement for care will only be made for care that has been authorized in writing by the County Department.
3. Report to the County Department and State Licensing any change in address no less than thirty (30) calendar-days prior to the change.
4. Report to the County Department and State Licensing any change in phone number within ten (10) calendar-days of the change.
5. Sign the child care Fiscal Agreement and all other state required forms. The Fiscal Agreement effective date shall be the date the county receives the completed and signed Fiscal Agreement from the provider. The effective date of this Fiscal Agreement may change to the date the document is received by the county if it is received after the printed effective date above. Payment shall not begin prior to the first of the month the Fiscal Agreement has been signed and received by the county.
6. Maintain a valid child care license as required by Colorado Statute and conform to all applicable State and Federal Regulations and local law.
7. Report to the County Department within three (3) calendar-days of receiving notification of the provider's license status being revoked, suspended or denied.
8. Acknowledge that the County Department will use the State system of record related to the status of the provider's license and the County Department will take appropriate action to recover any payments made as of the effective date of the closure.
9. Protect children from abuse and neglect and report any suspected child abuse and neglect to the State Department (1-844-CO-4-KIDS (1-844-264-5437)).

10. Allow parents, adult caretakers or teen parents who have legal custody or guardianship immediate access to the child(ren) in care at all times.
11. Provide children with adequate food, shelter and rest (as defined in licensing regulation 12 CCR 2509-8).
12. Accept referrals for child care without discrimination with regard to race, color, national origin, age, sex, religion, marital status, sexual orientation or physical, intellectual or mental health disability.
13. Notify the County Department if a child is no longer enrolled in your facility (for reasons other than termination by the County Department) within two (2) business days.
14. Notify the County Department of unexplained, frequent and/or consistent absences within ten (10) calendar-days of establishing a pattern.
15. Utilize the Attendance Tracking System (ATS) upon entering into a Fiscal Agreement with the County Department and shall utilize the ATS as follows:
  - To ensure that CCCAP adult caretakers or teen parents record their child's authorized and utilized daily attendance at the designated child care provider's location.
  - To ensure that in the event that the adult caretaker(s) or teen parent(s) misses one or more check-ins/outs to record daily attendance, the child care provider must record the missed check-in/out in the ATS and the adult caretaker or teen parent shall confirm, correct or deny the record in the ATS for the prior nine (9) day period for automatic payment ensuring time is accurate and is for actual time care is provided.
  - To acknowledge that non-cooperation with the use of the ATS may result in nonpayment of the child care subsidy as defined by a state approved county policy, unless non-use of the ATS is approved by the State department.
  - To not hold any parent or adult caretaker responsible for the cost of care if the transactions are not transmitted timely by the provider.
  - Review ATS Information and Resources and complete the ATS Training Video Series at [Attendance Tracking System \(ATS\) Information and Resources](#).
  - Contact the ATS Helpdesk at [cdhs\\_ats\\_helpdesk@state.co.us](mailto:cdhs_ats_helpdesk@state.co.us) immediately to report any issues with ATS.
16. Not request, hold, transfer or use an adult caretaker or teen parent's individual attendance credentials, also known as a personal identification number (PIN). If intentional misuse is founded by any county or state agency, the child care provider will be subject to Fiscal Agreement termination and review for potential recovery or fraudulent activity.
17. Maintain internet service or access to internet service/Wi-Fi to ensure ATS is able to transmit attendance information to the County Department for payment via the provider's computer, laptop, tablet or smartphone.
18. Maintain as strictly confidential all information concerning children and their families.
19. Maintain paper or electronic sign in/out sheets that the person authorized to drop off/pick up the children has signed with the date, names of the children and the time the children arrive and leave each day they attend. These records shall be available for county review upon request and maintained for the current year plus three years. The ATS Parent Sign in/Sign Out Report (RE753) meets this requirement.
20. Allow county and/or licensing staff the authority to inspect the provider's facility for the presence of CCCAP individual attendance credentials or other fraudulent or suspicious billing and attendance information. Upon discovery of these materials, the provider understands that either of these entities have the right to seize these materials/evidence of materials. Violations will be reported to State licensing staff, State CCCAP staff, and County CCCAP staff and will result in the provider being subject to termination of this Fiscal Agreement.

21. Submit the State-prescribed Manual Claim form and attendance records for verification of care dates as a secondary method of payment for:
  - Certain circumstances or exceptions when providers are not reimbursed automatically based on approved ATS transactions for authorized and utilized care;
  - Any county-option reimbursable activity, registration and/or transportation fees, hold-slot days, drop-in days, slot contracts, holiday and/or absence-day payments.
22. Forfeit payment for services when the original State-prescribed Manual Claim form is submitted to the County Department more than sixty (60) days following the month of care.
23. Attach a copy of the provider's current publicly posted private pay rates, including transportation, activity, and registration fees. The rates submitted to the County Department must align with the private pay rates charged to the public. Allowable rates and other associated charges shall be in accordance with State Rules for the Colorado Child Care Assistance Program. The provider acknowledges that daily reimbursement rates for the State-Established Regular Rate Type or any County-Established alternative rate types will pay at the daily tiered reimbursement rate maximums (ceiling rates) or at the provider's publicly posted private pay rate, whichever is less. Rate Schedule Amendments based on changes in quality level will become effective in a month following the officially reported change. A Rate Schedule will be made available to providers from the County Department. The approved daily tiered reimbursement rate maximums (ceiling rates) based on the Colorado Shines Quality Tiers for each county are posted publicly at: [www.coloradoofficeofearlychildhood.com](http://www.coloradoofficeofearlychildhood.com) under Colorado Child Care Assistance, For Providers, [Provider Reimbursement Rates and Payment](#). The County-Established alternative rates can be viewed at: View [County CCCAP Policies and Rate Plan](#).
24. Collect the full parent fee due within each month from the parent/adult caretaker in accordance with, and not to exceed, the amount on the most current Child Care Authorization. Report (via FAX, email or mail) non-payment of parent fee or failure to make satisfactory arrangements to pay the fee no later than sixty (60) calendar days after the end of the month the parent fees are due (unless county policy requires earlier). The County Department will not take action on reports of unpaid parent fees if it is outside the required reporting time frame.
25. Offer free age-appropriate alternatives to voluntary activities.
26. Not to charge parents rates in excess of the daily tiered reimbursement rate represented on the provider's Rate Schedule including registration, activity and transportation fees as set by County Department policy and approved by the State based on the Colorado Shines Quality Tiers. The provider daily tiered reimbursement rate maximums are posted publicly at: [www.coloradoofficeofearlychildhood.com](http://www.coloradoofficeofearlychildhood.com) under Colorado Child Care Assistance, For Providers, [Provider Reimbursement Rates and Payment](#) and are the maximum allowable rates of reimbursement (ceiling rates) for the care provided and include any portion for which the parent or adult caretaker is responsible.
27. Other than for allowable county-designated paid holidays or county-designated absence payments, if authorized by the State Department in response to a local or state declared emergency, providers may not receive payment for days in which they were not open or available for child care.
28. Acknowledge that per Federal guidance, two providers must not receive payment for the same child, on the same day and for the same time period. If a child has two providers, only one of the providers may be reimbursed for an absence or a holiday. Care should never be authorized at both providers for the same child on the same date and time.
29. Use the CCCAP daily reimbursement rate from the Fiscal Agreement Rate Schedule in place at the time of the absence if the provider chooses to charge families for agreed and utilized absences for which the County Department does not provide reimbursement.

30. Report any dates they are closed for child care services. Dates of closure must be reported to the County Department prior to the day of closure or if due to unforeseen circumstances, the day of closure or as soon as possible. Natural disasters, emergencies and/or pandemics will be addressed on an as-needed basis, depending upon the circumstances.
31. Acknowledge that all money paid or payable to child care providers shall be subject to execution, levy, attachment, garnishment or other legal processes.
32. Hold the Colorado Department of Human Services, the State of Colorado, the County and the County Department of Social/Human Services harmless for any loss or actions caused by the performance of this Agreement. This section does not apply to government entities.
33. Perform duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State or County.
  - Contractor shall not have authorization, express or implied, to bind the State or County to any agreement, liability or understanding, except as expressly set forth herein.
  - Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State or County and the State or County shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees.
  - Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract.
  - Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State or County, and (iii) be solely responsible for its acts and those of its employees and agents.
34. Acknowledge that County Departments shall determine if providers have received child care payments of fifty dollars (\$50) or more that they were not eligible for, and determine if the overpayment is recoverable; if recoverable, the County Department shall establish a recovery within twelve (12) months of discovery; and, overpayments that were not due to the fault of the provider will be reviewed and may be recovered.
35. Acknowledge that counties are responsible for ensuring compliance with the Colorado Department of Human Services' Fraud Policy and implementing controls to prevent, detect, and deter fraud. This includes recognizing and understanding the broad definition of fraud as outlined in the CDHS Fraud Policy, as well as the definition related to "Fraud/Fraudulent criminal act" in CCCAP regulations that refers to a child care provider who has secured, attempted to secure, or aided or abetted another person in securing public assistance to which the adult caretaker(s) or teen parent(s) was not eligible for, by means of willful misrepresentation/withholding of information or intentional concealment of any essential facts. For CCCAP providers, fraud is determined as a result of the following: Civil or criminal action in an appropriate state or federal court. Per CDHS Fraud Prevention, report fraud at [cdhsaudits@state.co.us](mailto:cdhsaudits@state.co.us) or 877-934-6361, and fraud may include, but is not limited to, recovering payments that were received as a result of fraud.
36. Access the most recent CCR 2503-9 CCCAP rules and information at [www.coloradoofficeofearlychildhood.com](http://www.coloradoofficeofearlychildhood.com).

## **Provider Rights:**

1. When a provider contends that the County Department has not made adequate payment based on program rules for care provided, the provider has the right to an informal conference with the County Department staff pursuant to 9 CCR 2503-9.
  - Providers may request a conference in writing within fifteen (15) calendar days of the date of the action.
  - Provider requests should be addressed to the county director of the County Department of Social/Human Services responsible for the action.
  - Providers may request that State CCCAP Program staff participate in the conference. That participation may be by telephone conference.
  - The conference shall be held within two (2) weeks of the date that the written request is received by the County Department.
  - The purpose of the conference will be limited to discussion of the payments in dispute and the relevant rules regarding payment.
  - The final decision of the County Department shall be mailed to the provider within fifteen (15) business days of the conference date.
2. A provider may request an informal conference if they dispute the termination of a Fiscal Agreement pursuant to 9 CCR 2503-9.
  - Providers may request a conference in writing within fifteen (15) calendar days of the date of the action.
  - Provider requests 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 Department.
  - The purpose of the conference is limited to discussion to termination of agreement.
  - The final decision of the County Department shall be mailed to the provider within fifteen (15) business days of the conference date.

## **County Department Agrees to:**

1. Compare the child care provider's private pay rates to the county's reimbursement rates set and/or approved by the state, prior to approving a Fiscal Agreement with any child care provider.
2. Reimburse licensed child care providers based on the State-Established regular rates or any County-Established alternative rates (ceiling rates) or at the provider's publicly posted private pay rate, whichever is less. The CCCAP reimbursement rate paid to the provider by the county must be the lesser of the two.
3. Reimburse the provider for authorized, attended and properly recorded and transmitted child care, as well as approved Activity, Registration and Transportation fees, hold slots, drop-in days, slot contracts, absences and holidays, in accordance with Colorado Child Care Assistance Program rules. Payment to the licensed provider is the total cost of the lesser of authorized and attended care based on rates set by this Agreement minus the parent fee (if applicable).
4. Process complete State-prescribed manual claim forms received within the required timeframe in CHATS within twenty-one (21) calendar days of receipt for payments that were not automatically processed through CHATS.

5. 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.
6. Provide a copy of the fully executed Fiscal Agreement to the child care provider within seven (7) calendar days of the CHATS entry.
7. Provide Child Care Authorization notices to the provider within seven (7) business days of determined eligibility. This time limit applies to original, changed and terminated actions.
8. Provide an informal conference within two (2) weeks of the provider's written request to discuss the basis for any denial or termination of this Agreement or to discuss any payment dispute.
9. Provide the final informal conference decision of the County in writing to the provider within fifteen (15) business days of the conference date.
10. Provide Fiscal Agreement renewal paperwork via postal service, fax, hand-delivery, email or other electronic systems at least sixty (60) calendar-days prior to the end of the current Fiscal Agreement.

**This Agreement may be:**

1. Terminated by either party by giving the other party fifteen (15) calendar days' notice by postal service mail, fax, hand delivery, email or other electronic system.
2. Terminated without advance notice if:
  - A child's health or safety is endangered;
  - The provider is under a negative licensing action;
  - If fraud has been founded by the County Department.
3. Updated or revised by the State CCCAP Department.
4. In the event that any entities to this Agreement have a name change, they will notify either party and this Agreement will remain in effect.

By signing this Agreement, the provider acknowledges they have received, read and agree to the information regarding the rules, rates and policies of the Colorado Child Care Assistance Program. The provider shall receive a copy of the signed Fiscal Agreement & Rate Schedule and any subsequent amended Rate Schedules based on quality level during the term of the Agreement.

CHILD CARE PROVIDER

DEPARTMENT OF HUMAN/SOCIAL  
SERVICES

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Authorized Representative Signature

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Authorized Representative Signature

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Date

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Date

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Address

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Address

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City, State Zip

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City, State Zip

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Phone Number

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Phone Number

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Email Address  
(unique to license)

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Email Address