

**CHILD CARE CERTIFICATE PROGRAM
INFORMATION
for
INDIVIDUAL CHILD CARE PROVIDERS**

**OCTOBER 1, 2009
(October 1, 2009 - September 30, 2010)**

Central Mississippi Planning & Development District

**1170 Lakeland Drive
P.O. Box 4935
Jackson, MS 39296-4935
1-866-981-1511**

REQUIREMENTS

An individual provider does not have to be licensed, but is prohibited by law from keeping more than five (5) children not related to her/him.

In order for Family Child Care Homes and Relative/Non-Relative Providers to receive reimbursement, all unregulated providers must keep a record of immunizations for all children in their care and a signed copy of the Basic Health, Safety and Nutrition Assurances, certifying that they will follow the guidelines. A copy of the Basic Health, Safety and Nutrition Assurances should also be filed with Central Mississippi Planning & Development District (hereinafter referred to as the OCY Designated Agent).

Individual, unregulated providers must be at least eighteen (18) years of age, cannot be the biological parent of the child, cannot live in the child's home, and are prohibited by law from keeping more than five (5) children who are not related to the provider within the third degree computed according to civil law. An emancipated teen not living with his/her parent(s) may be reimbursed as a child care provider.

The OCY Designated Agent will send child care forms to the provider along with the certificate for you to sign. These forms must be returned to the OCY Designated Agent before you can be paid. They are:

- W-9 form
- Basic Health and Safety Assurances
- Standard Assurances
- Statement of Agreement

CERTIFICATES

After a parent submits an application and supporting documentation, the OCY Designated Agent will determine if the parent is eligible. If the parent is eligible, and if funds are available, the OCY Designated Agent will write a certificate for that parent. Both the parent and the provider must sign the certificate(s) and return them to the OCY Designated Agent in order for the certificate to be valid.

Please do not expect the program to pay you if the OCY Designated Agent has not activated a certificate. Please look at the "effective from" and "effective to" dates on the certificate.

Certificates end on or before September 30 of each year, unless they are terminated

before that date. The OCY Designated Agent will send out new applications in July that will be for the new program year, which starts October 1. Those applications are due back to the OCY Designated Agent by the deadline stated in the application packet. Any applications received after the deadline might not be served, if funds are not available.

Please do not expect the program to pay you after September 30 if the parent does not have a new certificate by that time.

A copy of the Conditions of Agreement is attached to this booklet. The Conditions of Agreement apply to all certificates issued.

RATES

All individual providers are paid at the following rates:

Infants up to 12 months	\$9.06 per day; \$45.32 per week
Toddlers up to 36 months	\$8.65 per day; \$43.26 per week
Pre-school up to 5 years	\$8.24 per day; \$41.20 per week
School age	\$8.03 per day; \$40.17 per week
After school	\$4.12 per day; \$20.60 per week
Part-time	\$4.12 per day; \$20.60 per week

PARENT'S CO-PAYMENT

The parent is responsible for paying you (the child care provider) a co-payment fee each month. We will subtract this amount from the amount owed for providing child care services, and the parent will pay you the co-payment each month. If the parent does not pay you the co-payment, please inform the OCY Designated Agent within 30 days, as the parent will not be eligible for childcare services if she/he does not pay you this co-payment. The co-payment will be stated on the certificate that is mailed to you to sign. Only TANF parents do not have a co-pay fee.

If you charge more than the rates listed on this page, it will be between you and the parent to work out this extra payment.

LEDGERS

Full day and after school - For days you keep a child all day, mark those days on the top line by that child's name on the ledger, which states the full-day payment rate. For days you keep the child after school, mark those days on the bottom line by that child's name on the ledger, which states the after-school rate. Some days during the month might be after school, and other days on the same ledger might be full days. If full-time days are reported

for school aged children, a written explanation is required at the bottom of the ledger.

The parent's monthly co-payment fee is for full-time care, and for months that a child is in school, the co-payment fee will be one-half the full-time rate. This is automatically figured on your ledgers, and the OCY Designated Agent will subtract it from the total to be paid. The parent is responsible for paying you this co-payment each month.

Do not allow anyone to sign your ledger for you. It must have the same signature as the signature you signed on the certificate. A sample ledger is attached to the back of this booklet.

PAYMENTS

The OCY Designated Agent pays once a month, the month after you keep the child. The OCY Designated Agent will send you a blank ledger at the end of each month. Mark the days that you kept the child on the ledger and return it to the OCY Designated Agent by the 5th of the next month.

If your ledger is received after the OCY Designated Agent finishes closing out the payments for that month, it will be the next month before reimbursement can be made. Please send your ledgers back to the OCY Designated Agent on time so you can be paid on time. Don't forget to sign your ledger. Do not allow anyone to sign your ledger for you. It must have the same signature as the signature you signed on the certificate.

The OCY Designated Agents cut checks once a month, and they are mailed to providers by the **22nd of each month**, based upon receipt of funds from OCY. Ledgers must be submitted within 60 days of issuance to qualify for reimbursement.

A "remittance advice" will be mailed with your check. The remittance advice shows how much was paid for each child, and the amount of the co-payment which was deducted from your check. If there is a discrepancy in a payment, please notify us within 30 days. An incorrect payment will be adjusted during the next monthly payment cycle.

If an overpayment has occurred, the provider is allowed the option of submitting a reimbursement payment to the OCY Designated Agent or having the overpayment recouped from subsequent payments.

For the security of your check, the OCY Designated Agent is not allowed to give out any information on the telephone about the mailing date of your check. Please do not call and ask for this information on the telephone. An IRS-1099 will be sent to you after the end of the calendar year reflecting the total wages paid to you for child care services for the year.

PARENT CHANGES PROVIDERS

If the parent changes providers, the parent is to request a change in provider, in advance, from the OCY Designated Agent. Parents are allowed to change providers no more than two times per federal fiscal year, unless warranted by certain situations such as relocation, child abuse/neglect, or the provider no longer provides child care services. A copy of the utility bill must be provided with the provider's name on the utility bill before a change of address can be honored.

If a parent changes providers and owes a past co-payment fee, the OCY Designated Agent cannot write a new certificate to the new provider until the co-payment fee is paid.

TERMINATIONS

If a certificate is terminated, the OCY Designated Agent will mail a copy of the termination form to you. If the certificate is reinstated, a copy of the reinstatement will be mailed to you, in order for you to know the status of the parent's eligibility.

FRAUD AND ABUSE OF THE PROGRAM

Please mark only the days you actually kept the child.

If a provider knowingly assists a parent in making a false application, forges the parent's name on the documents, or marks a child present knowing that the child is not attending, then that is in violation of the regulations of the program. This will result in recoupment of funds, and a penalty will be imposed. At the first offense, recoupment will be made and a warning issued. At the second offense, recoupment will be made, all certificates will be terminated and the provider will be permanently disqualified from participating in the Child Care and Development (CCDF) program.

If you know a parent is not working or not in school, please notify the OCY Designated Agent, as that parent might not be eligible for child care to continue.

CONDITIONS OF AGREEMENT

Attached to and Forming a Part of Child Care Certificates Issued through CCDF Childcare Program

THE CHILD CARE PROVIDER AGREES:

1. To provide facilities, essentials of daily living, daily program of care, educational and other services appropriate to the age and development level of the child.
2. To universally apply its advertised child care rates. The rates for the clients of the Mississippi Department of Human Services (MDHS) are not to exceed those charged to all other clients. The Child Care Provider will extend all discounts to the clients of the MDHS in the same manner as all other clients. The MDHS is obligated to pay up to, but not to exceed, the child care fair market rate based on the type of provider and level of services as stated in the OCY Weekly Child Care Reimbursement Tiers.
3. To collect the assessed co-payment fee contained in this Agreement, and to deduct this fee from the rates before billing for services rendered.
4. To allow unlimited access to the program, including unannounced visits by Parents, MDHS, and OCY Designated Agent (DA), and to furnish reports and/or to provide access to information concerning the child care program as requested by the MDHS or DA.
5. That nothing contained in this Agreement shall be construed to constitute the Child Care Provider or any of its employees, agents, or subcontractors as a partner, employee, or agency of the MDHS or DA, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent entity. The Child Care Provider agrees to advise any client served under the terms of this Agreement of the independent status of the Child Care Provider and the MDHS or DA. Neither the MDHS nor DA warrants in any way services rendered by the Child Care Provider.
6. That any publicity given to the program or services provided herein including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Child Care Provider, shall not identify the MDHS as a sponsoring agency nor display any MDHS or DA name and logo in any manner, without prior **written** approval by MDHS.
7. The MDHS, DA, and their employees are to be held harmless for any claim growing out of any action performed by the Child Care Provider and its agents, employees or any of its subcontractors under any provisions of this Agreement.
8. To comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act when center-based and group-home care are provided.

THE OCY DESIGNATED AGENT AGREES (in accordance with its subgrant with the MDHS):

1. To pay the Child Care Provider for services rendered in accordance with the terms agreed upon.
2. To provide written notification to the Child Care Provider of the termination of the family/child.

ALL PARTIES AGREE:

1. That this Agreement may be terminated at any time by the MDHS, and/or DA for cause, in whole or in part, for failure of the Child Care Provider to perform any of the provisions hereof. Should MDHS exercise its right to terminate this Agreement under this Provision, the Child Care Provider shall be notified in **writing** with reason and termination date specified.
 2. Payment for services under this Agreement are subject to the availability of federal and/or state funding.
 3. **Any person applying for or receiving public assistance by using false statements, and any person assisting that person to receive such public assistance, with knowledge of those false statements, will be subject to criminal prosecution. This prosecution will be for a misdemeanor when the amount received or requested is below \$500, or a felony if the amount received is above \$500.**
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Center Director or Individual Provider

Date