



IDAHO DEPARTMENT OF HEALTH & WELFARE

Idaho Department of Health and Welfare
Idaho Child Care Program (ICCP)
Provider Agreement

Section A THIS IS AN AGREEMENT BETWEEN THE IDAHO CHILD CARE PROGRAM AND:

Business Name (if applicable)

Owner Name

Director Name

Contact Information

Phone

Secondary Phone

Email Address

Physical Address (where child care is taking place)

Street Address

City

State

Zip

County

Mailing Address (if different from above)

Street Address or P O Box

City

State

Zip

Social Security Number

OR

Federal Tax Identification Number

Check one (1) Type of Care for you or your facility:

Please note: each child (age 12 and younger) in the setting counts as one (1) child, including relatives, friends, neighbors, foster children, and the provider's own children.

- Day Care/Child Care Center Facility - I provide care for 13 or more children.
Group Care Facility - I provide care for a maximum of 12 children.
Family Care Facility - I provide care for a maximum of 6 children.
Relative Care Facility - I provide care for a maximum of 6 children and they are ALL related to me as: Nieces, Nephews, Grandchildren, Great-Grandchildren, or Siblings.
In-Home Care - I go to the child(ren)'s home to provide child care AND (choose one)
I provide care ONLY for children related to me as: Nieces, Nephews, Grandchildren, Great-Grandchildren, or Siblings.
I provide child care for children who are not related to me as described above.

Section B	<b>In order to receive payment through the Idaho Child Care Program (ICCP), I agree to meet and continue to meet the following requirements:</b>
Initial items 1 through 13—if you cannot initial all of the following you cannot be registered with ICCP	
	1. <b>PEDIATRIC-INFANT-CHILD CPR/INFANT RESCUE BREATHING</b> — At all times, at least one (1) adult on premises and during transportation has current certification in Pediatric-Infant-Child CPR/Infant Rescue Breathing certification.
	2. <b>PEDIATRIC FIRST AID</b> — At all times, at least one (1) adult on premises and during transportation has current certification in Pediatric Rescue Breathing and Pediatric First Aid Treatment from a certified instructor.
	3. <b>IMMUNIZATIONS</b> —Care will not be provided for any ICCP child whose immunizations or exemption letters are not on file at the facility. Providers must ask parents for proof of immunizations. A parent objecting to immunizations for medical or religious reasons may be exempt from the requirement under State law.
	4. <b>EMERGENCY COMMUNICATION</b> — A functioning telephone must be on the premises at all times where child care occurs.
	5. <b>DISASTER AND EMERGENCY PLANNING</b> — All child care providers must have documented policies and procedures planning for emergencies resulting from a natural disaster, or man-caused event that include but are not limited to: a. Policies and procedures for evacuation, relocation, shelter-in-place, and lock-down procedures. b. Policies and procedures for communication, reunification with families, continuity of operations. c. Policies and procedures for the accommodation of infants and toddlers, children with disabilities, and children with chronic medical conditions. d. Procedures for staff and volunteer emergency preparedness training and practice drills. e. Guidelines for the continuation of child care services in the period following the emergency or disaster.
	6. <b>AGE OF PROVIDER</b> — All child care providers must be eighteen (18) years old or older. Persons sixteen (16) or seventeen (17) years old may provide child care if they have direct, on-site supervision from a qualified child care provider who is at least eighteen (18) years old.
	7. <b>HEALTH AND SAFETY INSPECTION</b> — All child care homes/facilities must pass all yearly health and safety inspections conducted as an on-site visit to their facility, and will have at least one inspection annually. These will be unscheduled visits. Providers cannot deny the health inspector access or entry to any part of the child care facility. <b>Note:</b> In-home care is required to have a health and safety training in the home where child care is taking place.
	8. <b>CONSUMER EDUCATION</b> — The Department will make public, on a website: a. The results of all child care monitoring, inspection, and investigation reports. b. Substantiated complaints about failure to comply with child care laws, rules, and policies. Including information on the date of such an inspection, and where applicable, information on corrective action taken.
	9. <b>REPORTING SUSPECTED CHILD ABUSE OR NEGLECT</b> — All child care providers or individuals living in my home or providing care at my facility will report any suspected child abuse or neglect to the appropriate authorities within twenty-four (24) hours.
	10. <b>REPORTING DEATH AND SERIOUS INJURY</b> — All child care providers or individuals living in my home or providing care at my facility will report when a child sustains a serious injury or dies while at the location of, or as a result of participating in child care. (“Serious injuries” are any injury that required hospitalization or a doctor’s care.)
	11. <b>CURRENT IDAHO DEPARTMENT OF HEALTH AND WELFARE CRIMINAL HISTORY BACKGROUND CHECKS</b> — According to <i>IDAPA 16.06.12.009</i> - All child care providers or individuals age 13 and older living in my home or providing care at my facility who have direct contact with children must comply with the requirements and receive clearance as provided in IDAPA 16.05.06 “Criminal History and Background Checks” prior to becoming an ICCP provider, and <b>every five (5) years</b> . Each person must have a current Idaho Department of Health and Welfare Criminal History Background Check clearance on file at the location where child care is taking place, available for review at all times.
	12. <b>UNLIMITED ACCESS TO PREMISES</b> — I and any other provider or individual living in my home or providing care at my facility will allow parents and guardians unlimited access to their child(ren) at all times when care is occurring. If a parent or guardian has been granted limited access or has been denied visitation rights by a court of competent jurisdiction, and the daycare operator has written documentation from the court “UNLIMITED ACCESS TO PREMISES” does not confer a right to visitation upon that parent or guardian.

	<p><b>13. TRAINING REQUIREMENTS</b>— Each child care provider must receive, and ensure that each staff member who provides child care receives, and completes twelve (12) hours of ongoing training every twelve (12) months after the staff member’s date of hire. Each child care owner or operator is responsible for maintaining documentation verifying training completion and will be asked to produce documentation when the provider agreement is renewed annually.</p>
	<p><b>14. FEDERAL EXCLUSION</b>— Child care providers must not be excluded from participation in federal programs by the Office of Inspector General (OIG) List of Excluded Individuals and Entities. If a provider becomes excluded from participation in federal programs by the Office of Inspector General (OIG) List of Excluded Individuals and Entities, they must immediately report the exclusion to the Department.</p> <p><b>ALL PROVIDERS MUST search the OIG online database, using your own information, to determine if you or your business is listed on the OIG Exclusions Program. The database can be accessed at this address: <a href="https://oig.hhs.gov/exclusions/">https://oig.hhs.gov/exclusions/</a></b></p>

Section C	<b>Initial each item to indicate that you acknowledge and understand it:</b>
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	<p>1. I understand that all child care providers applying to receive or receiving a Department subsidy must be licensed or must comply with applicable State Day Care licensing requirements under Title 39, Chapter 11, Idaho Code, with local licensing ordinances, or with Tribal ordinances. If both state statutes and ordinances apply to a provider, the provider must comply with the stricter requirement. A provider operating outside Idaho must comply with the licensing laws of the state or locality where care is provided.</p>
	<p>2. I understand that ICCP payments will be made directly to me or my facility for eligible children in my care. I understand that the amount of the ICCP payment may be less than the amount I charge.</p>
	<p>3. I understand that <u>except for Child Care Centers</u>, the individual who signs the provider agreement must provide the majority of direct care to the children in that child care facility.</p>
	<p>4. I understand that ICCP eligible families, except TAFI families participating in non-employment TAFI activities and guardians of foster children, must pay part of their child care costs. <u>Providers are responsible for ensuring families pay the determined child care costs and must not waive these costs.</u></p>
	<p>5. I understand that I cannot charge more to ICCP families than I charge to families who are not eligible for ICCP.</p>
	<p>6. I understand that the Department of Health and Welfare will submit a Form 1099 to the Internal Revenue Service (IRS) reporting all ICCP payments I receive each year (if the yearly total is \$600 or more).</p>
	<p>7. I understand that I am NOT employed by the Department of Health and Welfare or the Idaho Child Care Program.</p>
	<p>8. I understand that if I receive payment for child care I did not provide, I must return the money owed to the Department of Health and Welfare. If I do not return the money, I will be subject to any applicable enforcement provisions in IDAPA 16.06.12 including, but not limited to, termination of this provider agreement.</p>
	<p>9. I understand that “kickbacks” are not allowed; I may not pay for a child to attend my facility. ICCP payments will be denied if I pay directly or indirectly, overtly or covertly, for a child to attend my facility.</p>
	<p>10. I understand that documentation of service sufficient to support the child care payment <u>must be created at the time of service</u>. I may be denied payment and possibly denied provider status, if I do not produce records immediately when requested.</p> <p>I understand that I must document the following:</p> <ul style="list-style-type: none"> <li>a. Records of attendance <b>including the signature of a parent or guardian</b></li> <li>b. Billing records and receipts</li> <li>c. Policies regarding sign-in procedures</li> <li>d. Sign-in records, electronic or manual, or Child and Adult Food Care Program records</li> </ul> <p><b>These documents are important to justify payments, must be kept for three (3) years, and must be available for immediate review by the Department or its agents when requested.</b></p>
	<p>11. I understand that if I misrepresent my charges for child care in order to get a higher payment from ICCP, I will be subject to prosecution for fraud under <i>Idaho Code § 56-209h, IDAPA 16.06.12, and IDAPA 16.05.07.</i></p>
	<p>12. I agree to report the following changes within ten (10) days:</p> <ul style="list-style-type: none"> <li>a. Permanent changes in the rates I charge for providing child care services.</li> <li>b. Changes in the location or mailing address where I provide care.</li> <li>c. If I provide care in my home I will report when someone new moves into my home.</li> <li>d. Permanent changes in the total number of children for whom I can provide care.</li> </ul> <p><i>Example: I started out providing care for 1-6 children and was legally exempt from licensure but now my home is licensed so I can provide care for 7-12 children.</i></p>

	<ul style="list-style-type: none"> <li>e. If I do not intend to renew my child care facility license.</li> <li>f. If I or anyone living in my home or facility has/have a communicable disease or any physical or psychological condition(s) that might pose a threat to the safety of a child receiving care.</li> <li>g. If I am excluded from participation in <u>any</u> federal program, including the Child and Adult Care Food Program (CACFP).</li> </ul>
	<p><b>13.</b> I agree to notify the Department of Health and Welfare within ten (10) days when:</p> <ul style="list-style-type: none"> <li>a. An ICCP eligible child stops attending or is not in care for more than 30 days; and/or</li> <li>b. The advance payment notice I receive from the Department of Health and Welfare is not accurate.</li> </ul>
	<p><b>14.</b> I understand that the provider Agreement will continue in effect unless it is terminated.</p>
	<p><b>15.</b> I understand that by signing this Agreement I am giving ICCP permission to require proof of any self-declarations.</p>
	<p><b>16.</b> I understand failure to comply with any term of this Agreement or the provisions in IDAPA 16.06.12 can result in immediate termination of this Agreement as well as any applicable enforcement provision in IDAPA 16.06.12 or 16.05.07.</p>
<p><b>I have read, understand, and agree to all the conditions required to participate in the Idaho Child Care Program.</b></p>	
<p>Signature of Owner _____</p>	<p>Date _____</p>

**Idaho Administrative Code 16.06.12 - Rules Governing the Idaho Child Care Program (ICCP) 804. CHILD CARE PROVIDER AGREEMENT.**