

# Sample Provider Contract

Appendix A



Tribal Child Care  
Capacity Building Center

## Sample Provider Contract

Tribe Name  
Organization/Division  
Address  
Phone  
CN ID#

Provider Name  
Business Name  
Address  
Phone  
SS# or EIN#  
County  
Child Care License #  
Business License #

This agreement made and entered into by and between the **[Tribe/Organization]**, herein to as the **“Tribe”** of **[Tribe/Organization Address]**, and

- An individual,
- A corporation organized and existing under by virtue of the Laws of the State Of **(XX)**,
- A partnership,
- Other: \_\_\_\_\_

Herein after referred to as **“Provider”**.

The **Tribe** wishes to enter into an agreement to provide Child Care Services and **[Provider]** affirms and verifies that they are a Licensed Child Care business and/or a Registered Provider with the State and/or the **[Tribe/Organization]** and is willing, and able to perform the services herein described.

### TERMS OF AGREEMENT

THE TERMS OF THIS AGREEMENT shall be in place from \_\_\_\_\_ to \_\_\_\_\_ and may be extended or renewed only upon prior written mutual consent of the parties.

IT IS AGREED AND UNDERSTOOD that child care services provided under this contract will be available from date of \_\_\_\_\_ to \_\_\_\_\_ and that said services will be provided in the following location(s):

\_\_\_\_\_

In the event the **“Provider’s”** facilities become uninhabitable by sudden catastrophe and the **“Provider”** cannot obtain a suitable alternative facility within five days, this Contract shall become null and void without notice.

IT IS UNDERSTOOD AND AGREED that no services authorized under this Contract will be subcontracted by **“Provider”**, to any other person, or entity without prior written approval by the **“Tribe”**.

IT IS AGREED AND UNDERSTOOD that the **Tribe** will pay for services rendered by **“Provider”** not to exceed \$ \_\_\_\_\_ for the above time period and only:

(a) in accordance with written authorization from the **“Tribe”** or each client served and

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## Appendix A

(b) upon receipt from “**Provider**” and verification of documented monthly claims,

By initialing below, “**Provider**” agrees to the following conditions:

\_\_\_\_\_ Forms provided by the “**Tribe**” will be submitted within 90 days of the expiration date for changes incurred from the previous billing month.

\_\_\_\_\_ “**Provider**” will allow unlimited access to the child care facility by parent/caretaker during normal hours of operation.

\_\_\_\_\_ “**Provider**” invoices to the “**Tribe**” will be authorized services and will be made at the same or lower rates as the child care charges made available by “**Provider**” to non- “**Tribe**” participants.

\_\_\_\_\_ Charges will not exceed the “**Tribe**” maximum scheduled rates.

\_\_\_\_\_ In areas where child care rates average higher than the standard subsidized rate paid by “**Tribe**”, the parent will be responsible for paying the additional amount over the standard rate paid by the “**Tribe**”, as well as applicable co-payment (if any).

\_\_\_\_\_ “**PROVIDER**” shall clearly post all applicable fees and rates.

\_\_\_\_\_ In the event of overpayment by the “**Tribe**” to the “**Provider**” the “**Tribe**” at its discretion, may

- (1) demand immediate reimbursement by the “**Provider**”;
- (2) withhold the overpayment amount from future funds due and owing the “**Provider**”.
- (3) accept a mutually agreeable written repayment plan; or
- (4) seek collection by litigation.

\_\_\_\_\_ The “**Tribe**” will determine eligibility for all authorized client services, unless specifically designated otherwise in writing.

\_\_\_\_\_ Any parent receiving services from the “**Provider**” will have the right to a fair hearing with the “**Tribe**” in case of denial or termination of service.

\_\_\_\_\_ “**Provider**” will have the right to fair hearing with the “**Tribe**” in case of denial or termination of service.

\_\_\_\_\_ “**Provider**” must meet and maintain all Tribal, State, and Federal standards applicable to the authorized services being provided pursuant to this Contract.

\_\_\_\_\_ “**Provider**” shall, prior to renewal, or approval of this Contract, disclose to the “**Tribe**” the name of any person who has an ownership or controls an interest in, or is an agent or managing employee of “**Provider**,” and who has been convicted of a criminal offense related to such person’s involvement in a program under Title XVIII, XIX, or XX of the Social Security Act since inception of these programs.

\_\_\_\_\_ “**Provider**” AGREES to hold the “**Tribe**” harmless from any liability claims or damages that may result from the “**Provider’s**” performance of its obligations under the terms of this agreement.

\_\_\_\_\_ “**Provider**” has complied and will comply with Tribal and Federal standards and State law, regarding safeguarding of information obtained pursuant to the provision of authorized services, hereunder; with the Civil Rights Act of 1964 as amended; and with the Rehabilitation Act of 1973 as amended, all including, but not limited to, giving equal opportunity to persons seeking employment and to persons seeking services without regard to age, race, color, religion, sex, national origin, or handicap.

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## Appendix A

\_\_\_\_\_ “**Provider**” acknowledges that funds provided under grants or contract may not be expended for any sectarian purpose or activity, including sectarian worship or instruction.

\_\_\_\_\_ Develop and maintain written records sufficient to document proper fiscal and program management of “**Provider’s**” responsibilities under this Contract, all records to be retained for three (3) years. If the “**Tribe**” so specifies, “**Provider**” further agrees to utilize a uniform method of record keeping.

\_\_\_\_\_ All business records will be made available and accessible to the “**Tribe**” at any time, with or without notice, for the “**Tribe’s**” use in inspecting, monitoring, evaluating, and auditing “**Provider’s**” compliance with the terms of this Contract.

\_\_\_\_\_ Keep the “**Tribe**” apprised of any changes in their State or Tribal child care licensure to operate a child care facility.

\_\_\_\_\_ In the event of revocation or denial, the “**Provider**” will notify the “**Tribe**” immediately or within 24 hours of notification from the State or Tribal Licensing Unit.

\_\_\_\_\_ In the event of probation, increased, or decreased capacity, the “**Provider**” will notify the “**Tribe**” within 5 days of notification from the State or Tribal Licensing Unit.

This Contract may be canceled at any time by mutual consent of the parties. Either party, with or without cause, will give thirty (30) days written notice of intent to cancel to the other party. The term “with cause” is defined as failure to meet the terms and conditions of the Contract.

**PUBLIC LAW 103-277, PART C - ENVIRONMENTAL TOBACCO SMOKE (also known as the Pro-Children Act of 1994)** – 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, day care, and education to children under the age of 18, if the services are funded by Federal programs whether directly or through State and local governments. Federal programs included grants, cooperative agreements, loans, or loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.

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## Appendix A

### TRIBE/ORGANIZATION:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### PROVIDER:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Program Name: \_\_\_\_\_  
License Number: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**Tribal Child Care  
Capacity Building Center**

ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

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