

Monitoring Appendix A

Sample Provider Contract

State/Tribe Name
Organization/Division Name
Child Care Provider Contract

Facility Phone# _____ SS# or FID# _____
Facility County _____ CN ID# _____ License _____

PART ONE

This agreement made and entered into this _____ day of _____, by and between the **[Tribe/Organization]**, herein to as the “**Tribe**” of **[Tribe/Organization Address]**, An individual, A corporation organized and existing under by virtue of the Laws of the State Of **XX**, A partnership, Other: _____ with principal office located at: _____

Herein after referred to as “PROVIDER” and constitutes the entire agreement between the parties hereto and supersedes any prior Agreements which may have existed between the parties as to the subject matter herein;

Whereas, the **Tribe** wishes to enter into an agreement to provide for Child Care Services; and whereas _____ hereby affirm and verify that he/she is a Licensed Child Care Facility Operator and/or Registered Provider with the State of **XX** and/or the **[Tribe/Organization]** and he/she is willing, and able to perform the services herein described.

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, understanding, and conditions set forth herein, the parties hereto; mutually promise to the other, AGREE AND UNDERSTAND as follows, to wit;

PART TWO

THE TERMS OF THIS AGREEMENT shall be _____ to _____ and may be extended or renewed only upon prior written mutual consent of the parties, hereto.

PART THREE

IT IS AGREED AND UNDERSTOOD that day care services provided under this contract will be available from date of execution, hereof.

IT IS FURTHER AGREED that said services will be provided in the following location(s):

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PROVIDED that in the event the "PROVIDER'S" facilities become uninhabitable by Act of God or sudden catastrophe and the "PROVIDER" cannot obtain a suitable alternative facility within five days hereof, 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**".

PART FOUR

IT IS AGREED AND UNDERSTOOD that the **Tribe** will pay for services rendered by "PROVIDER" pursuant to this Contract not to exceed \$ _____ for the above time period and only: (a) in accordance with written authorization from the "**Tribe**" or each client served and (b) upon receipt from "PROVIDER" and verification of documented monthly claims, using forms provided by the "**Tribe**" to be submitted within 90 days of the expiration date for changes incurred from the previous billing month. In addition, the "PROVIDER" agrees to provide unlimited access to the child care facility by parent/caretaker during normal hours of operation in order that the child may be observed in care setting and/or the care provided may be assessed.

IT IS AGREED AND UNDERSTOOD by the "PROVIDER" that charges to the "**Tribe**" be authorized services and will be made at the same or lower rates as the day care charges made available by "PROVIDER" to non-"**Tribe**" participants, and same will be billed as charges, but not to exceed "**Tribe**" maximum rates as set forth in the currently effective **Tribe's** schedule for day care charges.

In areas where child care rates average higher than the standard subsidized rate paid by "**Tribe**", the participant 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.

IT IS AGREED AND UNDERSTOOD by the "PROVIDER" that 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 amount overpayment from any and all funds in possession of the "**Tribe**" then due or to become due and owing the "PROVIDER"; (3) accept a mutually agreeable written repayment plan, or (4) seek collection by litigation.

PART FIVE

IT IS AGREED AND UNDERSTOOD that the "**Tribe**" will determine eligibility for all authorized client services, unless specifically designated otherwise in writing, subscribed by the parties hereto.

IT IS FURTHER AGREED AND UNDERSTOOD that any recipient of services will have the right to a fair hearing in case of denial or termination of service defined herein.

PART SIX

IT IS AGREED AND UNDERSTOOD that "PROVIDER" must meet and maintain all Tribal, State and Federal Standards applicable to the authorized services being provided pursuant to this Contract and "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 an program under Title XVIII, XIX, or XX of the Social Security Act since inception of these programs.

THE "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.

IT IS FURTHER AGREED AND UNDERSTOOD that "PROVIDER" has complied and will comply with tribal and federal standards and state law, regarding safeguarding of information obtained pursuant to the provision of

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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.

IT IS FURTHER AGREED AND UNDERSTOOD that funds provided under grants or contract to providers may not expended for any sectarian purpose or activity, including sectarian worship or instruction.

PART SEVEN

“PROVIDER” AGREES to 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.

“PROVIDER” FURTHER AGREES AND UNDERSTANDS that all such business records shall 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 PRVIDER’S compliance with the terms of this Contract.

PART EIGHT

IT IS AGREED AND UNDERSTOOD the “PROVIDER” will keep the “**Tribe**” apprised of any changes in his/her state child care licensure to operate a child care facility. In the event of revocation, denial, the “PROVIDER” agrees to notify the “**Tribe**” immediately or within 24 hours of notification from the State Licensing Unit. In the event of probation, increased, or decreased capacity, the “PROVIDER” agrees to notify the “**Tribe**” within 5 days of notification from the State Licensing Unit.

PART NINE

IT IS AGREED AND UNDERSTOOD that this Contract may be canceled at any time by Mutual consent of the parties hereto; by either party, without cause, by giving a thirty (30) days written notice of intent to cancel to the other party; or by either party with cause, by giving a ten (10) day written notice of intent to cancel to the other party. The term “with cause” is hereby defined as failure to meet the terms and conditions of the Contract set forth, herein, or incorporated herein, as though fully set out, by reference thereto.

PART TEN

PUBLIC LAW 103-277, PART C - ENVIROMENTAL 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.

FOR THE FAITHFUL PERFORMANCE of the terms of this Contract, the parties hereto in their respective capacities as stated, affix their signature below:

TRIBE/ORGANIZATION:

PROVIDER:

By: **Name, Title
Organization**

By: **Name**

Signature Date

Signature Date

By: **Name, Title
Organization**

Signature Date

By: **Name, Title
Organization**

Signature Date

1. (S)He is the duly authorized agent of _____ contractor under the contract which is attached to this statement, for the certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract.
2. (S)He is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to this procurement of said Contract; and
3. Neither the contractor, nor anyone subject to the contractor's direction or control has paid, given, or donated, or agreed to pay, give or donate to any officer or employee of the Cherokee Nation, any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached.

Provider _____
Signature Date

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The National Center on Tribal Early Childhood Development, A Service of the Office of Child Care

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