

Facility Name: _____

____ NEW ____ RENEWAL

**South Carolina Department of Social Services
ABC Quality Rating & Improvement System
Quality Compliance Agreement**

AS A CONDITION OF PARTICIPATION AND PAYMENT, I UNDERSTAND AND AGREE:

- Enrollment in the South Carolina Department of Social Services ABC Quality Rating & Improvement System (ABC Quality) is voluntary.
- This Agreement shall not be assigned or transferred.
 - It is only valid at the address enrolled. Should the provider move or relocate, this agreement immediately becomes null and void.
 - The provider must immediately notify ABC Quality of any changes in ownership of my facility including any management agreements. A change in ownership will render this Agreement null and void, and payment will cease for any current ABC children being served.
- All information provided on the Provider Enrollment Form and the Rate Certification Form is incorporated as a part of this Agreement, and I certify that all information is true to the best of my knowledge.
- This Agreement shall be in effect beginning _____ and will end on _____. ABC Quality can initiate termination upon written notification from the initiating party and receipt by the other party. This Agreement does not automatically renew nor is it guaranteed that ABC Quality will offer the provider another Agreement.
- The provisions of this Agreement and performance hereunder are subject to all applicable laws, regulations, ordinances, and codes of the federal, state, and local governments. All terms of the Agreement shall be construed in a manner consistent with the aforesaid laws, regulations, ordinances, and codes. Should any terms conflict with any of the aforesaid laws, regulation, ordinances, and codes, then the terms deemed conflict shall be deemed inoperative and null and void to the extent of the conflict and shall be deemed modified to conform therewith.
- I will comply with Public Law 103-327, Part C, and Environmental Tobacco Smoke Act, also known as the Pro-Children Act, which prohibits smoking in any indoor facility used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 years.
- If any dispute shall arise under the terms of this Agreement, the sole and exclusive remedy shall be the filing of a Notice of Appeal within 30 calendar days of receipt of written notice of the ABC Quality action or decision which forms the basis of the appeal. Administrative appeals shall be in accordance with the DSS regulations R. 126-150, et seq., Code of Laws of South Carolina (1976, as amended), Volume 27, and in accordance with the Administrative Procedures Act, Section 1-23-380, code of Laws of South Carolina (1976, as amended).
- If my facility is under appeal with either ABC Quality or DSS Child Care Licensing, no new connections for ABC children will be allowed to be made for my facility during the appeal. I may continue serving currently enrolled children through the duration of their eligibility period. However, if the health and safety of the children are jeopardized, ABC Quality may immediately withdraw the children from the facility.

South Carolina Regulations For Child Care Facilities

- The facility shall be and must maintain a current SC Department of Social Services (DSS) regular license/approval/registration or Department of Defense Certificate, at all times, if required, by State or Federal law or regulations, and meet all applicable state and local health and safety requirements in order to provide services under this Agreement.

Provider Initials _____ Date _____

Facility Name: _____

- The facility must maintain a history of compliance to regulations. History of compliance is defined as having:
 1. No frequent or multiple deficiencies or a significant event *posing substantial threat to the health or safety of the children that involve supervision, compliance with ratios, or health and safety violations.*
- ABC Quality will notify the appropriate Licensing Region of all findings of non-compliance to Licensing Regulations for all regulated facilities. For unregulated facilities (License-Exempt), ABC Quality will maintain a record.
- License-Exempt facilities agree to meet requirements as addressed in the ABC Provider Business Procedures.

Eligibility Requirements

- I understand that meeting the eligibility criteria is a requirement for continued enrollment in ABC Quality, which includes but is not limited to the following:
 - All staff must obtain the SC 15 Hr. Health & Safety Pre-Service Certificate within 90 days of their employment date.
 - All staff must obtain Infant/Child CPR and Pediatric First Aid Certification within 90 days of their employment date.

Service Costs, Payment and Client Fees

- The actual rate charged for children under this Agreement to include the Registration Fee shall not exceed the actual rates charged to all other children except when there are different actual rates charged for different ages within care types. When there are different actual rates charged for different ages within care types, the SC Voucher will pay according to the SC Voucher Maximum Payment Scheduled.
- Any available discounts will be extended to children covered under this Agreement to the same extent and in the same manner as all other children.
- If the actual rates charged to private paying clients exceed the maximum rate paid by SC Voucher, I may collect the difference from the client, in addition to the client fee.
- The client fees established by the SC Voucher shall be collected from each client whose child is covered under this Agreement in advance of service unit delivery. The SC Voucher assumes no responsibility for collection or payment of client fees including any additional assessed client fees charged by the provider.
- Requested changes in the service costs shall be submitted to the ABC Quality sixty (60) days prior to the effective date of the increase. The ABC Quality has the sole and exclusive right to accept or reject any change in the service rate.
- All services provided and claims submitted shall be in accordance with 45 CFR 98 (1998), ABC Quality Provider Business Procedures issued by ABC Quality, and all applicable federal and state laws, rules, and regulations.
- Claims for payment shall only be honored by the SC Voucher for active eligible clients as verified by the child care provider and authorized by the SC Voucher.
- SC Voucher may not honor payment requests for services submitted by me which are more than sixty (60) calendar days later than the service ending dates. The SC Voucher shall not be liable for payment of vouchers submitted that exceed this time frame.

Provider Initials _____ Date _____

Child Care Records

Facility Name: _____

- The following records shall be maintained for each child under this Agreement and that such **records shall be retained from the time of enrollment until the facility has been monitored and the records reviewed, or for a period of three years, whichever is the longest:**
 - ◆ Daily attendance - maintained in support of payment vouchers
 - ◆ Copies of Service Voucher Logs [SVL]
- I shall report service units not provided and absences as they occur, **and** failure to report both of these may result in recoupment of funds.
- I shall notify SC Voucher if a child misses ten (10) consecutive days without a waiver.
- If I continue to serve a client beyond the allowable number of absences for the child, the SC Voucher may recoup funds.
- Records and/or reports requested by the ABC Quality shall be furnished upon request.
- During normal business hours, ABC Quality, and/or their designee shall have access to all required records under this Agreement. They shall have the right to examine and make copies, excerpts or transcripts from all records unless otherwise precluded by federal or state law, contact and conduct private interviews with Provider employees and do on-site reviews of all matters relating to this Agreement.

Discontinuation of Service to Clients

- Once accepted by a client, I shall not terminate any child without prior notification to the SC Voucher. Such notification must include the reason for requested termination, such as failure to pay any client fees and must be properly documented.
- I shall be notified if SC Voucher terminates a client and that I shall be reimbursed only for service units provided to the child until the effective termination date given by the SC Voucher. I must report any service units not provided and absences to the SC Voucher.
- Clients will be allowed to finish any week that payment has been requested for on the SVL.

Discipline

- **The use of corporal punishment against minor children is strictly prohibited in the facility regardless if the child is a recipient of SC Voucher, a private paying child, or a child, friend, or relative of an owner or employee. Corporal punishment is the use of physical force to the body as a discipline measure. Physical force to the body includes, but is not limited to spanking, slapping, biting, and shaking. I agree to have a written policy in place, which states that corporal punishment is not allowed, and which is signed by parents and staff, and updated yearly.**

General Issues

- I shall safeguard the use and disclosure of information concerning applicants for or recipients of services in accordance with all applicable federal and state laws and regulations and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.
- SCDSS nor ABC Quality assumes any responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under this Agreement, that I shall take necessary steps to insure or protect myself, my clients, and my personnel, and that I agree to comply with all applicable local, state, and federal acts, rules, and regulations.

Provider Initials _____ Date _____

- I will comply with all applicable federal and state laws and regulations including constitutional provisions regarding equal protection of the laws and including, but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000) and regulations issued pursuant thereto, 45 CFR Part 80.
 - Section 504 of the Rehabilitation Act of 1973, as amended, pursuant thereto, 45 CFR Part 84, 1994.
 - American with Disabilities Act of 1990, (42 U.S.C. Sections 12101 et seq.), and regulations issued pursuant thereto. 42 CFR Parts 35 and 36.
- I agree to comply with the requirements and policies as outlined in the ABC Quality Provider Business Procedures.
- If I receive eighty percent (80%) or more of my operating budget from state and federal funds, I shall not discriminate as to religion in the admission of any child or in the employment of personnel.
- I will serve ABC children enrolled through this Agreement only at the enrolled facility located at:

Facility Name: _____

Address: _____

- I will notify ABC Quality of any intentions to relocate my facility prior to the move and that I shall not serve any children under this Agreement at the new location/facility until it has met regulatory requirements and been enrolled by ABC Quality.
- I will maintain a working LAN (Local Area Network) telephone at my facility at all times, and to notify ABC Quality of any change in phone number. Cell phones may be used only in addition to the LAN line and shall not serve as the primary line.
- If I receive a grant, I agree to remain an enrolled provider in the ABC Quality for the period required by the grant or funds may be recouped.
- If my Agreement is terminated or not renewed by ABC Quality, or if any age group is de-enrolled, I cannot reapply for enrollment in the ABC Quality for a minimum period of one calendar year from the date of termination, the date of the end of the Agreement, or the de-enrollment date. Exclusions/Exceptions apply (See ABC Quality Provider Business Procedures, Enrollment/Re-Enrollment Exceptions).

I certify that I have read, understand and agree to all terms and conditions of this Agreement and the enrollment information I have furnished is true, accurate and complete. I also certify that I have the authority to enter into this agreement and am responsible for adhering to all duties, and responsibilities set forth in the agreement.

Child Care Provider: _____
(Signature of Owner or Authorized Agent of Owner)

Date: _____

Name of Facility/Provider: _____

Federal ID/Social Security Number: _____

Provider Initials _____ Date _____