

## South Carolina Department of Social Services



### Provider Agreement

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

This agreement shall be in effect for three years from the date the program is assigned their ABC Quality level and will be updated upon renewal of the Quality level. Agreements are not automatically renewed nor is it guaranteed that ABC Quality will offer the program another agreement.

I will serve ABC children enrolled through this agreement only at the enrolled facility located at:

**Facility Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

This agreement shall not be assigned or transferred.

- It is only valid at the address enrolled. Should the program move or relocate, this agreement immediately becomes null and void.
- The program 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.

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.

During normal business hours, ABC Quality, and/or their designee shall have access to all required records. 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 program employees and do on-site reviews of all matters relating to participation.

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.

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).

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.
- 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.
- Section 504 of the Rehabilitation Act of 1973, as amended, pursuant thereto, 45 CFR Part 84, 1994.
- Public Law 103-327, Part C, and Environmental Tobacco Smoke Act
- SC Code Section 56-5-195, Jacob's Law

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.

If I receive a grant, I agree to remain an enrolled program in the ABC Quality for the period required by the grant and maintain documentation/receipts of how grant funding was spent, or funds may be recouped.

I certify that I have read, understand, and agree to continually review, to be bound by, and to comply with all of the requirements and policies within program manuals relevant to my program type throughout the term of this agreement. I understand that these manuals may be updated, and it is my responsibility to review them frequently and adhere to the requirements as outlined in the following:

- ABC Quality Manuals
- SC Child Care Scholarship Program Policy Manuals

All manuals may be found at [Resources - SC Child Care Services](#), under *SC Child Care Program Resources*.

<Program Name>

Initials of Owner/Authorized Agent \_\_\_\_\_

**Certification Statement:**

I certify that I have read, understand, and agree to all terms and conditions of this agreement and the information regarding my program that I have furnished to ABC Quality 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.

Name of Facility/Program: \_\_\_\_\_

Type of Program: (Child Care Center, License Exempt Program, Head Start/Early Head Start, Family Child Care Home/Group)

Federal ID/Social Security Number: \_\_\_\_\_

Signature of Owner/Authorized Agent: \_\_\_\_\_

Date: \_\_\_\_\_