CHILD CARE PROVIDER AGREEMENT

This agreement is between the local purchasing agency and you, the child care provider. The local purchasing agency is defined as any agency that administers the Subsidized Child Care Program, such as the county department of social services or local child care resource and referral agency.

1. I am willing to provide child care for children who are eligible for publicly funded child care assistance. I understand that the child's parent or guardian will be responsible for deciding to place the child in my care. If I agree to provide care for a child, I must allow the parent/guardian unlimited access to visit the child in my center or home and to observe the program of care for the child. I will keep information about the children and family confidential.

2. I agree to comply with the provisions of the Civil Rights Act of 1964 and its subsequent amendments and with the provisions of the Americans with Disabilities Act, which apply to my type of operation.

3. I understand that I must be operating legally according to state and local law and will comply with the North Carolina requirements for the type of child care arrangement that I operate. I understand that the Division of Child Development and Early Education (DCDEE) **will not** pay for care of children in unlicensed space unless I am approved as a nonlicensed home provider.

4. I understand that because the child's care will be paid with state and federal funds that I must abide by state and federal regulations, rules and policies for the use of these funds. Also, I understand that payments may be discontinued if subsidy funds become unavailable for child care.

5. I understand that I must submit the required enrollment forms, my rate information and holiday/facility closing schedule upon enrolling with the local purchasing agency and annually thereafter.

6. If I agree to enroll a child by accepting a **Child Care Voucher (DCD-0446)** at my facility, I understand that I am responsible for returning the completed voucher to the local purchasing agency before the date of expiration stated on the **Child Care Voucher**. Failure to return the **Child Care Voucher** before the expiration date may result in **late payment** or **no payment** for any child care services provided under an expired voucher. I understand that payments cannot be made to hold a child care space for a child to enroll and that the child care payment may not begin until the child actually starts attending my facility.

8. I understand that I must stay within my approved enrollment capacity, age range, shifts and any restrictions. Also, I understand that if I take a Child Care Voucher for children that would jeopardize my license capacity, age range, shifts or restrictions that I **will not** be eligible for subsidy payment. Furthermore, if I accept payment for these children that I am not eligible for, I must payback these funds to the local purchasing agency.

9. I understand that payments for subsidized child care depend on the child's continued eligibility for assistance and on the use of the service. The local purchasing agency will notify me in writing **(Child Care Action Notice: DCD-0450)** when the child is no longer eligible for assistance and, when policy allows, may pay for **ten (10) working days** of notice but in some cases may pay for five **(5) working days** when the child's care terminates.

10. I understand that I am responsible for collecting any fee from the parent that is designated by the local purchasing agency to be paid by the parent. I will give the parent or responsible adult a receipt, which will include the dates and services covered, for fees as they are paid. Also, I understand that if a parent does not pay his/her parent fee that I **must notify** the local purchasing agency and that I can request that the services be terminated. If a parent leaves my program owing a fee and the parent and I have mutually agreed to a payment schedule, I will give a copy of the agreement to the local purchasing agency.

11. I agree to submit accurate monthly attendance reports and reports of all parent fees for services as requested by the local purchasing agency. The local purchasing agency has provided me with written information about how to report absences and attendance for children receiving subsidy services in my care

12. I understand that the amount I may be paid for each child is limited and may differ for individual children. The actual amount to be paid for a specific child will be determined by the local purchasing agency at the time the child enrolls in my program and when changes occur in the child's plan of care.

13. I understand that I am responsible for notifying the local purchasing agency if I am receiving payment from other sources in addition to payment from the local purchasing agency for the care of the same child. In such cases, I understand that I must provide written documentation to the local purchasing agency confirming the amount and source of other funds I am receiving for the care of the child.

14. I understand that I must submit to the local purchasing agency the child care rates that I charge before I can serve children receiving subsidy services or before I can receive payment. I understand that I cannot charge a higher rate for families receiving child care subsidies than charged for private paying parents.

15. I understand that requests for increases in my private paying rates will be processed for subsidy only once per year. Furthermore, I understand that if my star rated license increases and my private paying rates increase, my subsidy payment rate may be adjusted if I submit a change in my private paying parent rates to my child care coordinator of the local purchasing agency.

16. I understand that if I offer private paying parents a discount for paying early that the discount should be reported to the LPA and included with the submission of my private paying rates. I understand also, that my subsidy payment will not be more than 10% above my discount rate for early payment. Also, I understand that if I offer parents a sliding fee scale or a scholarship program that I must submit my rates and criteria with the submission of my rates for private paying parents to the LPA.

17. I understand that all other changes such as location, ownership, etc. must be submitted to the child care consultant of the Regulatory Services Section of the Division and to my child care coordinator of the local purchasing agency before the change occurs so that my subsidy payment will not be delayed or terminated.

18. I understand that it is my responsibility to review the Subsidized Child Care (SCC) Reimbursement Summary upon receipt. I also understand that if I fail to report subsidy underpayments within 30 days of receipt of the SCC Reimbursement Summary that the local purchasing agency may choose not to reimburse me. Furthermore, I understand that I must report any overpayments to my child care worker as soon as I am aware of the occurrence. In addition, I understand that any overpayments must be repaid to the local purchasing agency from the date of the occurrence. I understand that the local purchasing agency can develop a schedule of repayments for the payback of overpayments to occur within a reasonable time frame.

19. I agree to keep all records and forms, including enrollment and attendance records for children receiving child care subsidies, private paying parent rates and rate forms/attachments, and Subsidized Child Care Reimbursement Summaries and other fiscal records. Also, I understand that I must maintain copies of these records and forms on site for review by local, state and federal officials and agree to provide access to my program by these officials. Furthermore, I will make available for review a record of payments received from other sources and any schedule of parent payments due.

20. I understand that I must keep my program and fiscal reports, forms and receipts for a period of at least **three (3) years**, or until any audits continued beyond the three year period are completed by local, state and federal officials and will not destroy them until authorized by the LPA.

21. I understand that if the Division of Child Development and Early Education takes actions such as: summarily suspends my license; issues me a notice to cease operation; or revokes or denies my license, the local purchasing agency will suspend payments to my child care program, 45 days after the action is taken, even if I appeal the action. I also understand that no new children eligible for subsidy services may enroll in my child care program after such action is taken against my facility. Payment may also be suspended if there are other situations where a local purchasing agency has concerns about repeated instances of noncompliance and the local purchasing agency terminates payment.

22. I understand that fraudulent misrepresentation to obtain child care subsidy funds for which I am not eligible is a criminal offense and these funds must be repaid to the local purchasing agency. In addition, I understand that I can be convicted of a Class I misdemeanor or Class I felony if fraud is proven and that I may be subject to penalties and prosecution. Also, I understand that the LPA may impose the following sanctions for fraudulent acts: *(1) first incident of fraudulent misrepresentation - a provider cannot receive subsidy funds from any LPA for any new children enrolled in the provider's program for twelve (12) months; (2) second incident of fraudulent misrepresentation – a provider will be permanently ineligible to participate in the state's Subsidized Child Care Program statewide.*

23. I understand that I may appeal to the local purchasing agency regarding a sanction, the termination of my participation in the Subsidized Child Care Program, or the recoupment of an overpayment. If I disagree with the results of the hearing, I may appeal to the Division of Child Development and Early Education. Also, I understand that I may contact my child care worker of the local purchasing agency for information regarding the appeal process.

24. I declare that neither I nor any representative of my program have defaulted on or been debarred from any transaction with a public agency, nor been convicted of any charge involving misuse of public funds or property, within the past three (3) years. Also, I will provide information to the child care social worker of the local purchasing agency if a sanction has ever been imposed on me for fraudulent acts against the Subsidized Child Care Program as the owner/director of any child care facility.

I certify that I have read, understand and will comply with my responsibilities under this child care provider agreement and that the local purchasing agency has provided me with a copy of the agreement. Also, I will maintain a copy of this agreement in my child care files for a minimum of three (3) years.

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Signature of Child Care Owner or Authorized Representative and Title **Date**

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Name of Child Care Center/Home/Nonlicensed Provider