

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBSIDIZED CHILD CARE ASSISTANCE PROGRAM PROVIDER AGREEMENT

By clicking this box, I certify that the information I provide during the NC FAST Provider Portal enrollment process is true and correct to the best of my knowledge and that I will comply with all terms, conditions, and responsibilities of this agreement. I understand that I am providing this information so that state agency officials can verify that my facility is eligible to receive subsidized child care assistance payments.

I understand that I may be prosecuted in criminal court, subjected to civil liability, and/or terminated if I fraudulently obtain Subsidized Child Care Assistance Program payments.

This agreement is between the Division of Child Development and Early Education (DCDEE) and the undersigned child care provider. I agree that the Local Purchasing Agency (LPA), the North Carolina Department of Health and Human Services (Department), and the DCDEE, jointly or severally, may enforce this agreement. The LPA is defined as any agency that administers the Subsidized Child Care Assistance (SCCA) Program, such as the county Department of Social Services or Local Child Care Resource and Referral Agency.

I, the child care provider, agree to and represent the following to the LPA, the Department, and the DCDEE:

1. I understand that I must at all times comply with all North Carolina child care laws and rules that apply to my child care facility (North Carolina Child Care Requirements), including all rules related to the North Carolina SCCA Program. I understand that failure to comply with North Carolina Child Care Requirements may result in termination of this Agreement.
2. I understand that I must 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 and its subsequent amendments, which apply to my type of operation.
3. I understand that because the child's care will be paid with state and federal funds that I must comply with all applicable state and federal regulations, rules, and policies for the use of these funds.
4. I understand that I must store and maintain onsite all records related to the SCCA Program for at least three (3) years or until any ongoing audits of my records are complete. These records include enrollment and attendance records, private paying parent rates and rate forms/attachments, parent fee receipts, and agreements that involve outstanding parent fees due. I further understand that I must, at all times, have all records related to the SCCA Program available for review by local, state, and federal officials at my child care facility location.
5. I understand that I must keep all information I receive about children and families confidential.
6. I acknowledge that I have received the flyers about developmental screenings and developmental milestones and information about referring families to existing developmental screening resources. I agree to use this information to discuss developmental monitoring and screening with the families that I serve. When concerns with the families that I serve become reasonably apparent to me, I will refer those families to developmental screening resources. I further agree to provide developmental screening information to families, including referral resources.
7. I understand that in order to continue to participate in the SCCA Program, I must comply with all requirements for participation. This includes keeping accurate and complete attendance records such as records of arrival and departure and classroom attendance that match the attendance I enter into the NC FAST Provider Portal. I understand that failure to keep accurate and complete records may result in termination from the SCCA Program.
8. I understand that I must complete the SCCA Program enrollment process within the NC FAST Provider Portal once per calendar year.

9. I understand that I must accept and sign the electronic voucher within 30 calendar days of issuance through the NC FAST Provider Portal. I understand that the recipient and I must both sign the voucher by the 30th calendar day or the voucher will be cancelled. I also understand that if the voucher is cancelled and a new voucher is issued, the recipient and I must both sign the new voucher within 60 calendar days after the issuance of the original voucher.
10. I understand that I must **immediately** notify the LPA if a child's attendance status changes. This includes when a child in my care moves from full-time to part-time or afterschool care, as well as any other schedule changes. I understand that failure to notify the LPA of these changes may result in my being issued an overpayment notice, noncompliance notice, or termination of my participation in the SCCA Program.
11. I understand that it is my **sole** responsibility to monitor the eligibility dates on the child's voucher. I further understand that I will not be paid for care provided to the child after the end date listed on the child's voucher unless I receive an action notice continuing care.
12. I understand that the monthly attendance I submit through the NC FAST Provider Portal is accurate. I understand that submitting inaccurate attendance may result in my termination from the SCCA Program.
13. I understand that it is my responsibility to maintain vouchers, track and submit attendance, and update information in the NC FAST Provider Portal. I understand that if I do not enter and submit attendance information in the NC FAST Provider Portal by the fifth (5th) calendar day of the following month, I will not receive payment. I understand that I may only submit attendance for the two (2) prior months and the current month through the NC FAST Provider Portal. I further understand I will not be paid any attendance older than the two (2) prior months.
14. I understand that if a child is absent for more than ten (10) days during any month, I must contact the parent or responsible adult to determine if or when that child will return. I agree to notify the LPA that the child has been absent for ten (10) days or more during any month. I understand that if I fail to notify the LPA that a child has been absent for ten (10) days or more during any month, I will be required to repay any monies received for absences beyond the first ten (10) days. If a child is absent for more than one month, I understand that I will only be paid for the first month in which the absences occurred.
15. I understand that my total subsidy payment includes the parent fee, if any, and that I will be paid for each child based on level of care, age, and amount of parent fee. I understand that subsidy payments are subject to change.
16. I understand that I must set up direct deposit with the State's payment vendor in order to receive payments for SCCA. I understand that I must have and maintain at all times a checking or savings account with a bank that follows standard Automated Clearing House practices.
17. I understand that I must enter the child care rates that I charge private paying parents into the NC FAST Provider Portal before I can serve children receiving subsidy services and before I can receive payment. I understand that I cannot charge a lower rate for private paying families than what I enter in the NC FAST Provider Portal as my private service rates.
18. I understand that once I enter my private pay rates in the NC FAST Provider Portal I will receive an approval notice with my approved rate. I understand that my approved rate will be the county market rate or my private service rate, whichever is lower.
19. I understand that I am entitled to enter an increase in child care service rates only one (1) time per year. I understand that I must enter increases in service rate changes into the NC FAST Provider Portal at least thirty (30) calendar days in advance of the effective date of the anticipated rate change and that the rate change cannot go into effect until the 1st day of the next month after the thirty (30) day notification. If my star rating increases or there is a Market Rate Adjustment, I may enter an additional rate change within ninety (90) days, regardless of whether I have requested a rate change previously that year.

20. I understand that I am solely responsible for collecting any parent fees. I will give the recipient a receipt at the time the parent pays the parent fee and that this receipt must include the dates and services covered.
21. I understand that if a recipient fails to pay the parent fee for one (1) or more months, I may contact the LPA and request that the child's enrollment at my facility be ended. I understand that the recipient is only responsible for repaying one (1) month's past due parent fee.
22. I understand that I must notify the LPA if I am receiving payment from other sources for a child enrolled in the SCCA Program.
23. I understand that if I agree to provide care for a child without a voucher, **the SCCA Program will not pay me for care I provide** if the child is later deemed ineligible.
24. I understand that the DCDEE **will not** pay for care of children in unlicensed space. I also understand that the DCDEE will not pay for children to be cared at a location other than that listed on the DHHS/LPA voucher.
25. I understand that I will not be paid for children who cause my facility to exceed licensed enrollment capacity, age range, shifts, and all other applicable restrictions on my license. I further understand that if I provide care for such children, I may be subject to an administrative action against my license, up to and including revocation.
26. I understand that I must review my payment summary through the NC FAST Provider Portal and report any underpayments to the LPA within thirty (30) calendar days. I understand that if I do not report an underpayment within ninety (90) calendar days of discovery I will not be reimbursed for the underpayment.
27. I understand that I must repay any overpayment. I must report any overpayment to the LPA as soon as I learn of the overpayment. In addition, I understand that the DCDEE will correct overpayments by withholding money from future payments for services provided. I understand that, although the DCDEE will not withhold more than 20% of my payment in any given month, withholding will continue each month until the entire amount has been repaid.
28. I understand that my payments will end in 45 days if the DCDEE issues my facility a revocation or denial of my license or notice of compliance. I also understand that I may not enroll new children eligible for subsidy services unless and until the administrative action is resolved in my favor and allows for new enrollment.
29. I understand that submitting false or fraudulent attendance may result in termination from the SCCA Program and may result in criminal prosecution.
30. I understand that I may be criminally prosecuted and/or permanently barred from participating in the SCCA Program for intentionally submitting inaccurate attendance records through the NC FAST Provider Portal which cause me to obtain a payment of 10% or more than I am entitled to.
31. I understand that I may appeal the determination of an overpayment, non-compliance determination, sanction for fraudulent misrepresentation, or termination from the SCCA Program.
32. I understand I must provide information to the DCDEE if I or anyone at my child care facility has been issued a sanction for fraudulent misrepresentation or terminated for non-compliance from the SCCA Program as the owner or operator of a child care facility. I understand that failure to provide accurate and complete information to the DCDEE regarding the above is grounds for termination from the SCCA Program.
33. I understand that I am ineligible to participate in the SCCA Program if I have: (1) been terminated from or denied enrollment in the federal Medicaid program; (2) been disqualified from the North Carolina Food and Nutrition Services ("FNS") program; (3) been cited with a serious deficiency, disqualified, or terminated from the Child and Adult Care Food Program ("CACFP"); (4) defaulted on any transaction with a public agency; or (5) been convicted of any charge involving misuse of public funds.

34. I understand that failure to provide accurate and complete information to the LPA or the DCDEE is grounds for a sanction and permanent ineligibility from the SCCA Program.

I certify that I have read, understood, and will comply with my responsibilities under this Child Care Provider Agreement. I understand that the above is a contract between me and the North Carolina Department of Health and Human Services, Division of Child Development and Early Education and is enforceable under the laws of the State of North Carolina. I further understand that, if I wish, I may consult an attorney prior to signing this agreement. I agree to maintain a copy of this agreement in my child care files for a minimum of three (3) years.

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

Name of Child Care Facility