

Provider Agreement

By clicking this box, I certify that the information I provide during the North Dakota Child Care Assistance Program (CCAP) 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 I am eligible to receive subsidized child care assistance payments.

This Agreement is between the North Dakota Department of Health and Human Services (NDDHHS) CCAP and the provider of child care to children authorized under this Agreement. The Provider agrees to comply with this Agreement and all applicable state statutes, North Dakota Administrative Code (NDAC), and all applicable federal statutes and regulations in order to be paid for providing child care.

In order to receive Child Care Assistance Payments from the North Dakota Department of Health and Human Services (NDDHHS), I understand and agree to the following:

General Information

1. I understand that I must at all times comply with all North Dakota child care laws and rules that apply to the child care I provide, including all rules related to North Dakota CCAP. I understand that failure to comply with North Dakota Child Care Requirements may result in termination of this Agreement.
2. I understand that I must keep all information I receive about children and families confidential.
3. I agree to submit a W-9 Form through the Provider Self-Service Portal (SSP) at initial enrollment with CCAP, to submit an updated form when a change needs to be reported, and to periodically review and certify that the information is correct.
4. I understand that the income I receive as child care subsidy payments is taxable, and all subsidy payments will be reported as income to the Internal Revenue Service (IRS). NDDHHS does not withhold any taxes from subsidy payments.
5. I am responsible for any and all information provided through the Provider SSP. If I allow Financial or Facility Administrative security access to the Provider SSP to another individual, I will be responsible for any incorrect information provided by that individual, even if the error was unintentional.
6. For providers who are licensed by another state, tribal agency, or military agency:
 - a. I agree to submit a copy of my current license from my state of residence or tribal agency. Renewed licenses, registrations, and self-declarations must be submitted yearly.

- b. I agree to disclose to NDDHHS any adverse action enacted or proposed, including license or certificate revocation, or accreditation suspension or removal. Any disclosure of information to NDDHHS must be made within five (5) business days of the enacted or proposed adverse action.
- c. I agree to secure, maintain, and display a license as required by NDAC sections 75-03-08-04, 75-03-09-04, 75-03-10-04, 75-03-11-04, and 75-03-11.1-04. A border state child care provider is required to maintain and display the license certificate, or approval to provide child care issued by the border state.

Self Service Portal (SSP)

- 1. I will access the Provider SSP by the 25th of each month and review the child care subsidy payment information for each child in order to receive payment by the 1st of the following month. If the child's information has not been reviewed and certified as correct by the 25th, payment is not guaranteed by the 1st and will be processed within 3-5 business days.
EX: I will access the Provider SSP by the 25th of July, certify and submit the child's information is correct in order to receive payment for August by August 1st.
- 2. I understand that certification must be completed within two (2) months of the month care was provided.
EX: I will access the Provider SSP by July 31st in order to receive payment for care provided in May.
- 3. I understand that if I do not enter and submit attendance records in the Provider SSP by the 25th calendar day of the following month, I will not receive payment for the following month.
EX: I will submit attendance records for July by August 25th in order to receive payment for the month of September.
- 4. I understand that it is my responsibility to maintain CCAP certificates, track and submit attendance records, and update information in the Provider SSP. This includes when a child in my care moves from full-time to part-time or after-school care, as well as any other schedule changes that impact enrollment rates.

Enrollment and Documentation

- 1. I will keep accurate records of subsidized child care payments, and time and attendance records for each child, for a minimum of three (3) years. Time and attendance means the date and time the child arrived and left my care. These records also include enrollment, private paying parent rates and rate forms/attachments, parent fee receipts, and agreements involving outstanding parent fees due. I further understand that I must, at all times, have all records related to CCAP available for review by local, state, and federal officials at my child care facility location. I understand that failure to keep accurate and complete records may result in termination from CCAP or overpayments.

2. I understand that it is my sole responsibility to monitor the eligibility dates on the child's CCAP certificate. I further understand that I will not be paid for care provided to the child after the end date listed on the child's certificate.

Billing and Payment

1. I understand that a child must be present at least 40 hours during the month in order for me to receive payment. If a child does not attend 40 hours, any payment issued may be subject to an overpayment.
2. I understand that if a child is absent for more than 10 days during any month, I must contact the parent or responsible adult to determine if or when that child will return. If a child is absent for more than one (1) month, I understand that I will only be paid for the first month in which the absences occurred.
3. I understand that in order to receive payments directly I must set up direct deposit. I will access the Provider SSP to provide information about the financial account I want to be used for direct deposit. I will keep that information current. I understand the North Dakota Child Care Assistance Program is not responsible for any payments made to the wrong financial account.
4. I understand that I must enter the child care rates that I charge private paying parents into the Provider SSP before I can receive payment. I understand that I cannot charge a lower rate for private paying families than the rate that I enter in the Provider SSP.
5. I understand that I am solely responsible for collecting any parent fees, which may include copayments, supply and transportation fees, or any amount remaining after CCAP payment.
6. I understand that I must notify the Child Care Assistance Program if I am receiving payment from other sources for a child enrolled in CCAP.
7. I understand that CCAP will not pay for care of children in an unlicensed space. I also understand that CCAP will not pay for children to be cared for at a location other than that listed on the license or approval letter.
 - a. If my license ends or expires while I am providing care, I can only bill for the days during which I was licensed to provide care.
8. I understand that I must review my payment summary through the Provider SSP and report any underpayments to CCAP within 30 calendar days in order to be eligible for reimbursement.

Fraud and IPV

1. I understand that I will not be paid for children who cause my facility to exceed licensed enrollment capacity, age range, shifts, and/or 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.

2. I understand that submitting false or fraudulent attendance records may result in termination from the Child Care Assistance Program. I understand that failure to update enrollment rates in the Provider SSP may result in an overpayment notice being issued, or an Intentional Program Violation may be pursued.

Payment Inaccuracies

1. I understand that I must repay any overpayment. I must report any overpayment to CCAP as soon as I learn of the overpayment. In addition, I understand that CCAP will correct overpayments by withholding money from future payments for services provided. I understand that, although CCAP will not withhold more than 20% of my payment in any given month, withholdings will continue each month until the entire amount has been repaid.
2. I understand that I may appeal the determination of an overpayment.
3. I understand that if I provide care for at least 40 hours and terminate services of a child during the month, I may only keep payment for the hours the child was in care.
4. If I receive payment from CCAP for services I did not provide, I am responsible for repayment of any resulting overpayment and agree to cooperate with CCAP to repay the overpayment in full. This also includes the following situations: (i) I reported a change to CCAP in a timely manner, but I incorrectly received payment or (ii) I was not notified by the parent that the child would not attend child care in that month or attended less than 40 hours. An overpayment exists in these situations even if the funds were previously approved by CCAP.

As the business owner or authorized person entitled to manage portal account information, I have reviewed the provider guidebook, and I have read or had read to me the Child Care Provider Agreement. I understand these statements and agree to adhere to them. I understand I can be penalized by law if I intentionally make a false or misleading statement or misrepresent, conceal, or withhold facts.

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 NDDHHS, Division of Economic Assistance and the Division of Early Childhood and is enforceable under the laws of the State of North Dakota. 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.