



OUT-OF-STATE/TRIBAL CARE ASSISTANCE PROVIDER AGREEMENT

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

ECONOMIC ASSISTANCE DIVISION

SFN 617 (11-2015)

This Agreement is between the North Dakota Department of Human Services (NDDHS) Child Care Assistance Program (CCAP) and the provider of child care (Provider) 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.

1. Submit a copy of current license from state of residence or tribal agency. Renewed licenses, registrations, and self-declarations must be submitted yearly by the Provider.
2. Complete a "W-9 Request for Taxpayer Identification Number". The W-9 must be submitted to the ND CCAP State Office in order to receive reimbursement for child care services.
3. Provide child care only at the address that has been approved through this Agreement by issuance of a certificate or authorization to an out-of-state Provider (border state provider) or to a Tribal Provider.
4. Submit accurate attendance on NDDHS CCAP approved forms to county social service office for payment. Data that contains errors, incorrect rates, or non-covered services is subject to correction prior to issuance of payment.
5. Accept the payment amount in accordance with NDAC 75-02-01.3-06. Payment cannot be in excess of that charged to individuals not receiving child care assistance. Payment is contingent upon the availability of Federal and appropriated state funds.
6. Maintain all records so as to fully disclose the extent of child care services provided. The Provider shall maintain such records for a period of three years from the date of receipt of payment based upon those records.
7. Furnish NDDHS CCAP with any information maintained under paragraph (9) for audit purposes or any other purpose as required by NDDHS. Failure to provide requested records may result in a determination that no records exist for payment paid to the Provider for the child care reportedly rendered. Such a determination shall result in the recoupment of all payments made for which no records are provided.
8. Accept responsibility for receiving, replying to, and complying with any audit finding by an appropriate state or Federal audit or any identified exception directly related to the performance of this Agreement. Responsibility includes repayment as follows:
 - a. The Provider agrees to repay the full amount of payment received for services not covered by this Agreement in the time frame defined by NDDHS.
 - b. The Provider agrees to repay the full amount of payment received for duplicate or erroneous payments deceptive claims, swipe card misuse, or falsification. "Deceptive" means knowingly deceiving another, or causing another to be deceived, by misleading representation, by withholding information, by preventing another from acquiring information or by other act, conduct or omission, which creates, confirms, or perpetuates a false impression in another, including a false impression as to the law, value, state of mind, or other objective or subjective fact.
9. 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.
10. Disclose to NDDHS any adverse action enacted or proposed, including license or certificate revocation or accreditation suspension or removal. Any disclosure of information to NDDHS must be made within five business days of the enacted or proposed adverse action.
11. Not use or disclose any information concerning eligible individuals to any party for any purpose not directly related to the delivery of child care except upon written consent of the eligible individual or a responsible parent or guardian.

Any change to the information contained in this Agreement requires the completion of a new Provider agreement with NDDHS.

The effective date of this Agreement shall be the date the Provider submits this Agreement to NDDHS. This Agreement will remain in effect unless terminated by either the Provider or NDDHS CCAP.

This Agreement may be terminated by 30 days' written notice. The notice will state the effective date of termination and the basis of settlement. This Provider Agreement shall terminate automatically without written notice if: (1) the Provider's child care business closes; (2) the Provider fails to maintain licensure, certification or day camp accreditation/approval; (3) there is a determination of illegal conduct; (4) appropriated state or Federal funds are unavailable; (5) there is failure to honor the terms of this Agreement and related state, Federal or local law and regulation; or (6) for reasons contained in chapter 50-11.1 of the North Dakota Century Code.

ADDRESS INFORMATION (REQUIRED)

Name of Building or Business		Telephone Number	
Address	City	State	ZIP Code
License/Certification Number			

Name of Child Care Provider/Owner/Owner's Authorized Representative	
Signature of Child Care Provider/Owner/Owner's Authorized Representative	Date

Retain a copy of the completed agreement.

If you have questions or concerns, contact Child Care Assistance Program Policy:

Toll Free: 1-800-755-2716

Fax: 1-701-328-1060

Email: ccap@nd.gov