

# MS Child Care Payment Program: Provider Statement of Agreement

## AGREEMENT

*By initialing each of the following, you are acknowledging your understanding of this section.*

As the owner/director of this child care facility, I understand:

- \_\_\_\_\_  I must participate in the ELEVATE: a Quality Support System as a requirement for participation in the Child Care Payment Program (CCPP).
- \_\_\_\_\_  The Educational Interaction Badge must be earned within one year of enrollment in CCPP and ELEVATE: a Quality Support System or you will be removed from CCPP.
- \_\_\_\_\_  **ALL** rates, fees, and discounts charged to CCPP participants must be offered and equal to those charged to non-participants.  
*This means universal application of advertised tuition rates.*
- \_\_\_\_\_  I agree to collect co-payment fees each month, maintain documentation of collection, and report non-payment to DECCD.
  - I will deduct the paid co-payment amount from total fees owed before billing parents for services.
- \_\_\_\_\_  Co-payment should be charged on a separate receipt or itemized when included on a receipt with other charges.
- \_\_\_\_\_  Parents or authorized parent representatives must sign the child in and out daily.
  - Center employees are not considered authorized parent representatives, unless the parent is employed by the provider.
    - Program staff may sign the child in or out only when transferring or receiving the child to/from another program. This includes picking up at the child's home.
- \_\_\_\_\_  Documentation regarding absences and changes in child attendance will be maintained.
  - It is the responsibility of the provider to complete the eLedger in accordance with all applicable CCPP policies and that improper payments shall be recouped.
  - No eLedger will be submitted by a subsidy approved parent unless that parent is employed by the provider.
- \_\_\_\_\_  No subsidy approved parent who is employed by the child care center shall provide care for their own child nor shall the parent be included in a group with their child to maintain ratios as required by the MS Department of Health.
  - If the subsidy approved parent is the center director, the subsidy approved child cannot be enrolled in the facility where the parent is the director.

- \_\_\_\_\_  Changes in ownership, tax identification number, address, phone number, center director, individuals with unsupervised access to children, and licensing are to be reported to DECCD within 10 days of occurrence.
- Selling your business does not allow for the transfer of your DECCD application. The new owner must apply to become a CCPP provider.
- \_\_\_\_\_  The child care program will provide developmentally and culturally appropriate early childhood activities including those that support learning across all developmental domains and learning standards.
- \_\_\_\_\_  The director must be on-site for at least 60% of the daily operating hours to receive reimbursement.
- \_\_\_\_\_  The number of children will not exceed the licensed capacity for the child care program.
- \_\_\_\_\_  Compliance must be maintained at all times with any and all regulatory and licensing regulations.
- \_\_\_\_\_  Bribes or payments to any CCPP participants or child care staff to encourage enrollment at my center/home care environment will not be offered.
- \_\_\_\_\_  Caregivers, teachers, and directors must complete orientation training within the first 90 days of their employment.
- The center director is responsible for ensuring that my employees register for and attend this training.
    - I understand that this training must be completed every two years in accordance with CCPP policies.
- \_\_\_\_\_  Compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act will be maintained when center based/home care is provided.
- Information about these can be viewed at: [Laws and Regulations Enforced by OCR | HHS.gov](#).*
- \_\_\_\_\_  Publicity given to the provider or services provided herein including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the provider, shall not identify MDHS as a sponsoring agency nor display any MDHS name or logo in any manner without prior written approval by MDHS.
- \_\_\_\_\_  In the event of permanent program closure, I shall provide the current year plus the two most recent years of sign-in/out sheets to DECCD (for a total of three (3) years) upon the last day of operation.
- \_\_\_\_\_  I agree to receive payments by direct deposit.

## RECOUPMENT/SUSPENSION/DISIMBARMENT

**By initialing each of the following, you are acknowledging your understanding of this section.**

As the owner/director of this child care program, I understand MDHS has the right to deny a new application, recoup fees, suspend or debar the program for any of the following reasons:

- \_\_\_\_\_  In cases where documentation of co-payments and attendance cannot be provided DECCD will recoup payments.
- \_\_\_\_\_  If noncompliance of any applicable policies and regulations is discovered, or unnecessary payments were collected, recoupments will be made.
- \_\_\_\_\_  Failure to provide unlimited access to the program, including unannounced visits by parents and MDHS representatives and to furnish reports (i.e. sign-in/out sheets) and/or access to any additional information concerning CCPP as requested by any DECCD or MDHS representative could result in suspension and/or debarment of the program.
- Program monitoring by DECCD, or any representative of the MDHS is subject to review at anytime.
- \_\_\_\_\_  If false information is provided recoupment will be made and I will be subject to suspension and/or permanent debarment from future participation in CCPP.

## MS DEPARTMENT OF HUMAN SERVICES

- To pay the provider for services rendered in accordance with the terms agreed upon.
- To provide written notification to the provider of the termination of the family/child.
- MDHS shall notify the Participant in writing within thirty (30) days of the receipt of any necessary changes or amendments to this Agreement resulting from newly enacted State or Federal statutes or regulations. This Agreement becomes effective when certified by the Mississippi Department of Human Services, designee, and will remain effective until amended or cancelled by the agency.

## THIRD PARTY NOTIFICATION

This Agreement may be terminated at any time by MDHS for cause, in whole or in part, for failure of the provider to perform any of the provisions hereof. Should MDHS exercise its right to terminate this Agreement under this Provision, the provider shall be notified in writing with reason and termination date specified.

- Payment for services under this Agreement are subject to the availability of federal and/or state funding.

## FRAUD

Any parent or provider who applies for or receives CCDF subsidies by using false statements, or any person who assists a parent or provider to receive such public assistance with knowledge of false statements, is committing fraud. If a suspicion of fraud is investigated and substantiated, policies described in the Child Care Payment Program Policy manual will be applied.

## GREIVANCE PROCEDURE

An administrative agency appeal hearing is available for any child care provider, applicant or recipient upon written request to the Administrative Hearings Division of the Office of the Inspector General (OIG) of MDHS. An administrative agency appeal hearing provides an opportunity for a more formal review when the child care provider, applicant, or recipient disagrees with an adverse action that was taken directly by MDHS. MDHS Programmatic Administrative Agency Appeal Hearing Policy is incorporated herein by reference (See Part 23, Chapter 7 can be found at: <https://www.sos.ms.gov/adminsearch/ACCode/00000671c.pdf>).

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- I agree to comply with State, Federal, and departmental regulations. If any statute or regulation is enacted or promulgated requiring changes in this Agreement, both parties will consider this Agreement to be automatically amended to comply with the newly enacted statute or regulation as of the effective date of the statute or regulation.
  - I agree that nothing contained in this Agreement shall be construed to constitute the provider or any of its employees, agents, or subcontractors as a partner, employee, or agency of MDHS, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent entity. I agree to advise any client served under the terms of this Agreement of the independent status of the provider and MDHS. MDHS does not in any way warrant services rendered by the provider.
  - I agree that MDHS and their employees are to be held harmless for any claim growing out of any action performed by the provider and its agents, employees, or any of its subcontractors under any provisions of this Agreement.

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

Parent/Guardian Signature: \_\_\_\_\_

## ADDITIONAL SUPPORT

DECCD provides e – Ledger training webinars that orient providers to participate in the CCPP including how to receive payment for care. The e-ledger training webinar may be submitted before or after the application submission, however, the application cannot be approved until the training webinar is successfully completed. E-Ledger Trainings are provided regularly. You can register for upcoming trainings at <http://www.mdhs.ms.gov/eccd/provdiars/e-ledger/>.