

Child Care Financial Assistance Provider Responsibilities

Effective July 2, 2023

In order to receive Child Care Financial Assistance Program payments and/or other grant awards from CDD for child care services the child care provider named in Section A of the Provider Rate Agreement agrees to:

1. Provide child care to children of families eligible for Vermont's Child Care Financial Assistance Program.
2. Read and comply with the Vermont Child Care Financial Assistance Program Regulations.
3. Accept compensation for child care services provided to families, who receive Child Care Financial Assistance Program at the rates established by CDD.
4. Collect directly from the family the difference between CDD rate and the provider rate (if any).
5. Refrain from charging application or waitlist fees for children who qualify for the Child Care Financial Assistance Program, and reimburse the fees if the children are determined to be eligible for Child Care Financial Assistance at the time of the fee.
6. Develop a record keeping system for each child's attendance, record dates and hours of service provided, and maintain these records for three years.
7. Provide access to all records as may be requested by CDD or other authorized State and Federal agencies. Records are subject to surrender to CDD upon request.
8. Comply with all applicable state licensing, registration, and Approved Relative Child Care (ARCC) approval requirements for child care.
9. Allow access to the child care premises as requested by CDD. Access may be for the purpose of determining whether the provider is in compliance with all laws and regulations or in connection with particular children authorized for care by CDD.
10. Refrain from subcontracting or assigning any part of the services performed under this agreement without obtaining prior written approval from CDD.
11. Provide parents of children in care with the child care provider's tax ID number or social security number for income tax credit purposes.
12. Respect a parent's, family's and child's right to privacy and keep all matters related to children and families enrolled in child care confidential, including the financial assistance status of families.

13. Submit accurate invoices for payment and only for services actually provided or for reimbursement allowed by Child Care Financial Assistance Program law, regulation or policy. Submit claims for payment within 60 days of services provided in the manner required by CDD.
14. Inform the Child Care Financial Assistance eligibility agency when a child eligible for Child Care Financial Assistance is no longer enrolled and if the child's certificate for payment is still viewable in CDDIS.
15. Immediately inform CDD if an employee (licensed) or member of your household (Registered and ARCC) is convicted of fraud, a felony, a crime of violence, or has a report of abuse or neglect substantiated against them.
16. Provide unlimited access to the child care home or facility without delay by parents while their children are in care.
17. Prohibit all smoking where care for children routinely occurs.
18. Meet all state and federal tax obligations.
19. Report incidents of suspected child abuse and neglect, as required by law, within 24 hours.

By signing this agreement, the provider understands or certifies that:

- Corporal punishment is prohibited by law and a parent's consent cannot override or negate this prohibition.
- Filing a false claim to a state agency is a criminal act. The crime is a felony under 33 V.S.A. §143, 141, with a maximum penalty of up to 10 years in prison or a fine up to \$1,000 or twice the amount wrongfully obtained. The crime is also a felony under 13 V.S.A. § 3016 with a maximum penalty of 5 years in prison or a fine of up to \$10,000, or both.
- CDD may withhold from future payment any amount wrongfully paid.
- CDD may immediately suspend or cancel this agreement for cause. The term "for cause" includes a determination by CDD that the provider has provided false information to CDD, or had filed a false claim, or failed otherwise to meet the terms and conditions of this agreement.
- The provider organization and its principals are not suspended or debarred, proposed for disbarment, declared ineligible, or voluntarily excluded by any federal agency from federal procurement and non-procurement programs. You certify that you have not been excluded by the federal government to receive federal funds.
- No payments will be issued for any category that contains a zero or is left blank. No back payments will occur.