



CHILD CARE PROVIDER AGREEMENT

PROVIDER / PROGRAM / AGENCY NAME AND PHYSICAL ADDRESS:

Name: _____
 Address: _____
 Telephone: _____ E-mail: _____

- I agree to comply with all the requirements set forth in this agreement.
- I agree enrollment is not finalized and payment for child care scholarship will not be made until all required paperwork is complete and required Department of Health and Human Services (DHHS) monitoring visit and background checks including investigations and determinations are complete in accordance with He-C 6912 and He-C 6914.
- I agree to comply with all federal and state laws and regulations including, but not limited to, civil rights, equal opportunity, and non-discrimination, as well as all rules, policies, and procedures, including enrollment requirements and billing directions per He-C 6912, He-C 6914 and He-C 6918.
- I agree to review the definition of serious injury and report any serious injury or death that takes place in the child care setting during the hours of operation in accordance with He-C 6912 and He-C 6914.
- I agree to review and comply with the child abuse and neglect requirements of RSA 169-C:29-31.
- I agree to maintain current licenses, permits, certifications, background checks, professional development/training and other documentation as required by applicable state and federal laws.
- I agree to maintain liability insurance or provide a disclosure to parents that the program is uninsured pursuant to RSA 170-E:6-b.
- I agree to submit to monitoring requirements by DHHS per He-C 6912 and He-C 6914.
- I agree to comply with the minimum standards for health and safety as required by He-C 6912, He-C 6916 or He-C 6917.
- I agree to submit an annual report to DHHS specifying how the Significant Special Needs differential monies were spent.
- I agree signing this form does not create an employer-employee relationship.
- I agree I must report any child care payment received from the State of NH as income to DHHS when applying for or receiving any additional services or assistance programs from DHHS.
- I agree to report all changes to DHHS such as changes of address, email address, incorporation, or provider name and if there is a change from a Social Security Number (SSN) to an Employer Identification Number (EIN).
- I agree to report to DHHS if someone new moves into my home or begins working in the child care program.
- I agree to bill only for child care services provided in compliance with this agreement.
- I agree all children under my care that are receiving child care payments from the State of NH will be provided supervision by myself and/or my employee and that I and my employee have completed all background check requirements and Health and Safety training according to He-C 6912 and He-C 6914 and that if I am providing care in my home, that all household members 18 years and older have completed a background check.

- I agree to keep daily attendance records, which include child’s first and last name, arrival and departure times, and parent/guardian’s full original signature or electronic signature. I understand that this information is required on the weekly attendance record to confirm the total number of hours billed for each week. I agree to provide all such records and information related to billing and/or services provided to DHHS or its agents as requested and I agree to keep attendance records for a period of three years.
- I agree that I, or my authorized representative, or my employee, will not share the unique DHHS assigned Logon and Personal Identification Number (PIN) with anyone. I understand that the DHHS assigned Logon and PIN is non-transferrable to other individuals. I agree and understand I am responsible for all child care billing invoices submitted by me, my authorized representative, and/or employee.
- I agree to bill DHHS **weekly** for services provided in the previous week.
- I agree if I submit an incorrect billing invoice, I will make the required corrections and resubmit the billing invoice to DHHS within 60 days after the services were provided. I understand that billing invoices will not be paid beyond 60 days. I agree and understand billing invoices must be submitted via the web billing application. I agree to indicate on the child care billing invoice the time the child was scheduled to attend and the correct designation of Present (P), Absent (A) Closure (C), Staff Professional Development Training (T), DHHS designated Holiday (H) a DHHS authorized declared Disaster (D) as applicable.
- I agree that the child care registration fee charged to families eligible for child care scholarship will not exceed the amount charged to a private paying family.
- I agree by submitting a child care invoice to DHHS for services provided, I am certifying that the information provided is true and accurate.
- I agree and understand that the DHHS will recover any payment made for inaccurate or fraudulent billing.
- I agree to notify DHHS if I believe that I have received an overpayment.
- I agree the decision to accept or not accept payment from DHHS as payment in full is mine and that I have the option to charge or not to charge the difference (co-payment) between the DHHS payment and my rate to the parent/guardian.
- I agree if my billing practices are contrary to this agreement and He-C 6912, He-C 6914 and He-C 6918, I will forfeit the right to payment and that I will not bill the parent for the cost of services that could have been paid by DHHS.
- I agree and understand if I have billed improperly, DHHS may require me to complete additional training.
- I agree to keep all information concerning children and their families confidential except as otherwise allowed under law.
- I agree I am responsible for payment of all required federal and state taxes accrued. DHHS will issue a Form 1099 in January of each year if total reportable payment from all state agencies equals \$600 or more. Form 1099 will not be issued for nonprofit agencies or corporations.
- I agree failure to comply with the terms of this agreement is grounds for termination or disqualification of participation as a DHHS enrolled child care provider and possible further action by DHHS.
- I agree if there is a founded fraudulent claim by DHHS against me, I will be disqualified from participating as a DHHS enrolled child care provider for a minimum period of five years.
- I agree if I have not billed in over one year, a child’s health or safety is endangered, or if it is determined that I have fraudulently billed, DHHS will terminate my enrollment as a child care provider without advance notice.

This agreement becomes effective upon the date of your signature:

Name of Child Care Provider or Authorized Representative	Agency Name
Signature	Date



Instructions for Child Care Provider Agreement

PURPOSE:

A child care provider enrolled through the Department of Health and Human Services to receive payments for providing child care services must date and sign this agreement upon enrollment.

INSTRUCTIONS:

- The child care provider must complete Form 1860. The completed form must be returned to the address on the bottom of these instructions.
- Forms will be returned if they have missing or incomplete information.
- A copy of the completed form will be maintained in the provider file.

FORM COMPLETION:

- Read the entire document.
- Enter the full legal name, physical address, telephone number and email address of the child care provider.
- Sign and date the form.
- Keep a copy for your records.
- Send the original to:

Return this signed form to:	
For Employment Related:	For Preventive and Protective:
NH Department of Health and Human Services ATTN: BCDHSC 129 Pleasant St Concord NH 03301	NH Department of Health and Human Services ATTN: DCYF Provider Relations – Brown 3 rd Fl 129 Pleasant St Concord, NH 03301
Keep a copy for your records	

RETENTION:

Form 1860 is retained permanently in the provider file.