



**STATE OF MONTANA**  
**Department of Public Health and Human Services**  
**Early Childhood and Family Support Division**  
**Early Childhood Services Bureau**  
PO Box 4210 Helena MT 59620



**Child Care Provider**  
**Rights and Responsibilities**  
**Best Beginnings Child Care Scholarship Program**

If you need additional information to complete this form, please contact  
your local Child Care Resource & Referral agency.

[www.childcare.mt.gov](http://www.childcare.mt.gov)

Thank you for choosing to provide care for children whose families are qualified to receive scholarship funds. This agreement outlines your rights as a child care provider and explains the responsibilities that you assume as a provider in the program. It also outlines potential consequences that specific actions or lack of action can have on your eligibility to participate. Completing and submitting this form is required before care is provided or payment can be received for children utilizing a scholarship. Please initial each item to certify that you have read and understand each statement. Unless revised, by the Early Childhood Services Bureau you will only need to complete this form once. Typing your initials in the box provided indicates you have read the statement and agree. Once submitted, your form will be reviewed and approved. This form must be received before an invoice(s) for payment can be processed.

**Please read and initial each item:**

<b>Initials</b>	<b>Provider's Rights</b>
AV	1. I have the right to receive a copy of the Child Care Authorization Plan. The Authorization Plan includes the following information for the family household: <ul style="list-style-type: none"><li>• The start and end date per child authorized in a household;</li><li>• The child care hours/days authorized for each child; and</li><li>• The household's monthly co-payment.</li></ul>
AV	2. I have the right to receive timely notification if a family's eligibility changes on the Best Beginnings Child Care Scholarship program. <ul style="list-style-type: none"><li>• Timely notification is defined as a 15-calendar day notice before an action is taken that will change the child's Authorization Plan or a family's eligibility case closes.</li><li>• I will receive a notice when a family's eligibility case closes.</li></ul>
AV	3. I have the right to expect timely payment for child care scholarship services provided. <ul style="list-style-type: none"><li>• A payment is considered timely if the payment is processed within 21 days of the invoice being received by the Child Care Resource and Referral (CCR&amp;R) agency.</li><li>• Payments are generally received within 2 to 3 business days after processed, this includes EFTs, however, the timing of child care payments is not guaranteed by the Department.</li><li>• Payments mailed to an incorrect address on file will NOT be forwarded, they will be returned via US mail to the State agency. To avoid this delay, please report <b>any and all</b> address changes immediately. To avoid mailing delays a Direct Deposit option is available.</li><li>• Incorrect W-9 or Bank Account information on file at the Department may cause a payment delay.</li><li>• <b>Payments for care provided in a child's home</b> are sent to the Parent. It is the responsibility of the parent to pay for child care services to the Family Friend and Neighbor (FFN) or Relative Care Exempt (RCE) in-home provider.</li></ul>

Please read and initial each item:

<i>Initials</i>	<b>Provider's Responsibilities</b>
AV	<p>1. It is my responsibility to maintain a current license or registration for the facility in which care is being provided and to abide by and maintain applicable licensing or registration requirements (ARM 37.95.101-1021).</p> <ul style="list-style-type: none"> <li>Care must be provided in the licensed or registered facility identified on the Authorization Plan to receive payment for children of families participating in the Best Beginnings Child Care Scholarship program.</li> </ul>
AV	<p>2. It is my responsibility to notify the Child Care Licensing program immediately of any physical, mailing or email address changes.</p>
AV	<p>3. It is my responsibility to notify parents immediately if a negative licensing action affects my ability to serve children attending the child care facility.</p>
AV	<p>4. It is my responsibility not to discriminate against any child or family based on the sex, race, national origin, ethnic background, religious affiliation, or disability of the child.</p>
AV	<p>5. It is my responsibility to keep all information regarding a family confidential, except in the following circumstances:</p> <ul style="list-style-type: none"> <li>I will share attendance information with the CCR&amp;R agency, regarding eligibility in the Best Beginnings Child Care Scholarship Program.</li> <li>I will cooperate with Montana Department of Public Health and Human Services and local law enforcement that may be investigating child care licensing issues.</li> </ul>
AV	<p>6. It is my responsibility to report any suspected child abuse or neglect.</p> <ul style="list-style-type: none"> <li>1-(800) 820-KIDS (5437), Montana Department of Public Health and Human Services—Child and Family Services.</li> <li>Licensed and registered child care providers are mandatory reporters as defined in Montana Codes Annotated (MCA) 41-3-201.</li> </ul>
AV	<p>7. It is my responsibility to notify the CCR&amp;R agency, within 3 (three) business days, if a child is absent for 5 (five) days or more without notice.</p> <ul style="list-style-type: none"> <li><b>Failure</b> to report unexplained absences within the time frame will result in nonpayment of days that the child was absent.</li> </ul>
AV	<p>8. It is my responsibility to communicate directly with the parent regarding any of my own child care program policies.</p> <ul style="list-style-type: none"> <li>Any contract agreements are between you (as the child care provider) and parents who are eligible for the child care scholarship.</li> <li>Child Care program contract agreements do not involve the department.</li> </ul>
AV	<p>9. It is my responsibility to maintain current sign-in/sign-out records for each child on the Best Beginnings Child Care Scholarship program attending the program.</p> <ul style="list-style-type: none"> <li>I shall have the parent or other individual who is authorized* to drop off or pick up the child initial or sign the sign-in/sign-out record, each time the child enters or leaves the facility in which care is being provided. -*Providers are not considered an authorized person for the purposes of sign in/out records because these records are used as verification from the parent for payment purposes.</li> <li>A provider may sign a child in when a child comes directly from school to a child care facility.</li> <li>An electronic signature system may be used if it employs a unique and confidential identification process for individuals.</li> <li>I will make sign-in/sign-out records available to CCR&amp;R agency staff and state and local government health, safety, or law enforcement representatives upon request.</li> <li>I will keep sign-in/sign-out records for five years beyond the date of attendance.</li> <li>Sign-in/sign-out records must indicate the child's name, the date, the hour, and the minute when the child enters and leaves the facility in which care is provided.</li> <li>Sign-in/sign-out records must be able to be read. Failure to have legible records may result in an overpayment and/or an Intentional Program Violation (IPV).</li> </ul>

<b>Initials</b>	<b>Provider's Responsibilities</b>
AV	<p>10. It is my responsibility to have a policy on preventing and reducing expulsion and suspension. The policy should be included in my parent handbook or child care enrollment agreement and shared with the parents of children enrolled in, and attending my child care facility. My policy on preventing and reducing expulsion and suspension and will include the following:</p> <ul style="list-style-type: none"> <li>• Reasons for expulsion;</li> <li>• Procedures for expulsion;</li> <li>• How I will assist the child and parent with transitions;</li> <li>• The types of referrals that I will make such as those to a community agency that could offer additional supports to the family.</li> </ul>
AV	<p>11. It is my responsibility to apply the family's first payment made to me toward satisfying the monthly copayment.</p> <ul style="list-style-type: none"> <li>• After the monthly copayment is met, any other unpaid fees are considered solely the responsibility of the parent and shall be resolved through the agreement between the parent and provider.</li> </ul>
AV	<p>12. It is my responsibility to submit invoices for services provided:</p> <ul style="list-style-type: none"> <li>• Within 60 days after the end of the service month.</li> <li>• Within 60 days, following the receipt of the invoice, if the child care authorization plan is not approved during the service month.</li> <li>• To the CCR&amp;R agency or through the online provider portal</li> </ul>
AV	<p>13. It is my responsibility to submit corrections or adjustments to invoices:</p> <ul style="list-style-type: none"> <li>• To the CCR&amp;R agency,</li> <li>• To be received within the required 60-day period for submission.</li> <li>• Sign-in/sign-out records will be requested and used to verify any corrections or adjustments.</li> </ul>
AV	<p>14. It is my responsibility to submit invoices for actual care provided, as designated on the child care authorization plan and subject to the limitations of continuity-of-care policies.</p> <ul style="list-style-type: none"> <li>• I will accurately report the child's actual attendance by reporting the child's actual time in and time out of the child care facility as identified on the Authorization Plan.</li> <li>• I will submit hours that are verifiable through the sign-in/sign-out records of the facility where care was provided.</li> <li>• I will not submit an invoice for care subcontracted to another individual or facility, even if that facility is owned by myself.</li> </ul>
AV	<p>15. It is my responsibility to submit a new W-9 to the Early Childhood Services Bureau (ECSB) if my payment address or my Federal ID (FEIN) changes.</p>
AV	<p>16. It is my responsibility to set my own payment rates for child care services.</p> <ul style="list-style-type: none"> <li>• My rates may be different than the State reimbursement rate.</li> <li>• My rates must be the same for all families with children attending my facility. I cannot charge families participating in the Best Beginnings Child Care Scholarship program more than what I charge private-pay families</li> <li>• The Best Beginnings Child Care Scholarship program will pay at whichever rate is lower, that of the provider's rate or the States rate.</li> </ul>
AV	<p>17. It is my responsibility to report my rates and any rate changes to the CCR&amp;R agency.</p> <ul style="list-style-type: none"> <li>• Reported rate changes will not take effect until the first of the month after the change is reported.</li> <li>• Rates are used to facilitate the payment process and may be included in market rate surveys.</li> </ul>

Please read and initial each item:

<b>Initials</b>	<b>Provider's Understanding</b>
AV	1. I understand that the child is eligible for the hours/days listed on the child care authorization plan. <ul style="list-style-type: none"> <li>• Payment will be based on the child's attendance during the service month. This includes the number of days the child attends and has absences from the open child care facility indicated on the child care authorization plan.</li> <li>• Hours cannot be claimed to the child care scholarship when a child care facility is closed.</li> <li>• If a child attends 85% of the authorized time on the child care authorization plan, the entire authorized amount will be paid.</li> <li>• If a child attends less than 85% of the authorized time on the child care authorization plan, the actual attendance will be paid.</li> </ul>
AV	2. I understand the following regarding school age children and child care scholarship payments <ul style="list-style-type: none"> <li>• The child care scholarship cannot pay for time when a child should be in school. This includes when a child is sick during a typical school day.</li> <li>• The child care scholarship does pay for time when a child has a school closure. This includes winter break or a school holiday.</li> </ul>
AV	3. The Best Beginnings Child Care Scholarship program will pay the rate that is lower between that of the provider's rate or the States rate.
AV	4. I understand that when a rate change is reported, the new rates take effect on the first of the month following the reported change.
AV	5. I understand that a payment delay may occur if: <ul style="list-style-type: none"> <li>• I do not submit a W-9 in a timely manner</li> <li>• In the case of Electronic Funds Transfer (EFT), my banking account information changes and I do not report it.</li> </ul>
AV	6. I understand that failure to submit an invoice within the required 60-day period, may result in a loss of payment.
AV	7. I understand that if I do not notify the CCR&R if a child is absent for five (5) days without notice, the department is not required to pay for any care from the date the child last attended the facility.
AV	8. I understand that I must repay an issued overpayment from the Department of Public Health and Human Services.
AV	9. I understand that overpayments are referred to the Business and Financial Services Division (BFSD) Accounts Receivable for collection. I further understand that if I default on my monthly payments to correct the overpayment, my overpayment may be referred to the Department of Revenue (DOR) Tax Offset for collection.
AV	10. I understand that failure to be current on my overpayments through BFSD's Accounts Receivable will make me ineligible to receive child care payment for children of families utilizing the Best Beginnings Child Care Scholarship enrolled and attending my facility.
AV	11. I understand that my eligibility to receive state payment under a state assisted child care program may be terminated if: <ul style="list-style-type: none"> <li>• I receive, or attempt to receive, child care assistance based on a false or misleading statement, misrepresentation, concealment, or withholding of relevant facts or information</li> <li>• I knowingly fail to comply with the requirements of the Montana Child Care Act, this chapter, or ARM Title 37, chapter 95;</li> <li>• I refuse access to the child care setting and child records during business hours to the following personnel: <ul style="list-style-type: none"> <li>○ Employees or other agents of state or local government, investigating child care services or, child abuse or neglect</li> <li>○ CCR&amp;R agency personnel investigating child care services</li> <li>○ Health, building, or fire officials investigating child care facility health and safety issues.</li> </ul> </li> </ul>
AV	12. I understand that when a provider or a parent receives child care assistance in excess of the amount to which the provider or parent is entitled, due to an intentional action, DPHHS may pursue criminal

Initials	Provider's Understanding
	<p>charges against the provider or parent. Criminal prosecution may be pursued in addition to recovery of the overpayment.</p> <ul style="list-style-type: none"> <li>• The department has the discretion, based on the circumstances of the violation, to determine the appropriate sanction for the first intentional program violation (IPV). The department may impose any of the following sanctions on a provider due to the first IPV: <ul style="list-style-type: none"> <li>○ Issue the IPV without issuing an overpayment;</li> <li>○ Require repayment of child care assistance payments related to the program violation; or</li> <li>○ Require repayment of child care assistance payments related to the program violation and terminate the provider from the Child Care Assistance Program.</li> <li>○ If a provider receives a second IPV, DPHHS will require the repayment of all child care assistance payments related to the violation and may terminate the provider from the program, if appropriate.</li> </ul> </li> <li>• A notice of an intentional program violation is an adverse action of DPHHS. The provider will receive timely notice of this adverse action, including fair hearing rights under ARM 37.80.104 and 37.5.103.</li> </ul>

Director Name, PS ID

Accepted: 09/01/2023 12:52:34 PM

Name of Child Care Facility, PV ID

AV

By initialing this box, I, **Director Name**, certify that I am the Director of **Name of Child Care Facility** and I agree to these specified Rights And Responsibilities.