



DISTRICT OF COLUMBIA

OFFICE OF THE STATE SUPERINTENDENT OF

EDUCATION

**Fiscal Year 2016
Provider Agreement for
Subsidized Child Care Services**

October 1, 2015-September 30, 2017

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This Provider Agreement is entered into on ___/___/___ by and between the District of Columbia (District) and _____ (Provider), a licensed child development facility located at _____ Washington, DC, Zip _____, Ward ____.

The purpose of this Provider Agreement is to secure government-subsidized child care services for children six (6) weeks through 12 years of age, and up to age 19, if a child has a disability, from a licensed Child Development Facility in the District of Columbia. The Provider shall be an independent contractor to the District of Columbia with respect to providing services pursuant to this Provider Agreement. The District of Columbia neither incurs nor assumes any liability for the Provider's performance of this Agreement.

Funding for subsidized child care services is a combination of local funding; federal funding from the Child Care and Development Block Grant (CCDBG), CFDA 93.575; and intra-District funding from the Department of Human Services (DHS), which may include Temporary Assistance to Needy Families, Catalog of Federal Domestic Assistance (CFDA) 93.558; Supplemental Nutrition Assistance Program CFDA 10.561; and Social Services Block Grant, CFDA 93.667.

I. PROVISION OF CHILD CARE SERVICES

A. GENERAL REQUIREMENTS

- i. The Provider shall provide child care services to eligible families in accordance with the Day Care Policy Act of 1979 and the Rates and Maximum Number of Children to be Enrolled (RMNCE) Form for each child certified as eligible for services as outlined in OSSE's Child Care Eligibility Policies.
- ii. The Provider shall comply with all applicable federal and District of Columbia laws, regulations and policies governing child care services in the District of Columbia, including but not limited to the CCDBG Act and its implementing regulations, 45 CFR, Part 98, as administered by the Administration for Children and Families, U.S. Department of Health and Human Services.
- iii. The Provider shall comply with the Building and Health Codes that set forth the standards for the type of building or premises that houses the center as set forth in 12 DCMR and 22 DCMR. The Provider shall also ensure that all items a child may touch and all interior surfaces of the building are lead free.
- iv. The Provider shall ensure the child development program reflects the knowledge and understanding of the fundamental developmental needs of children. The program shall be designed to promote the physical, emotional, social, language and cognitive growth and development of the children served.
- v. The Provider shall use a curriculum aligned to the DC Common Core Early Learning Standards and shall have plans in place for conducting developmental screenings and assessments of all children and document referrals made to Strong Start (children birth to age three) and to Early Stages (children three to five years of age).

- vi. The Provider must have a policy for engaging families and helping connect them to community resources and supports and shall provide parents/guardians with unlimited access to their children and to the Provider during normal hours of operation and when children are in the Provider's care.
- vii. The Provider shall have and maintain a computer with internet access at all times and maintain the ability to submit scanned documents electronically.
- viii. The Provider shall immediately notify the assigned Education Services Monitor of changes in contact information, email and telephone number.
- ix. The Provider must maintain a Silver Rating. Providers who are not Silver at the time of the signing of this agreement shall have two years from the date of this agreement to achieve Silver status.

B. FACILITIES

- i. The Provider shall provide child care services in a facility that has been approved for a Home Occupancy Permit or a Certificate of Occupancy by the Department of Consumer and Regulatory Affairs and licensed by the DEL.
- ii. In the event that the Provider must change the facility location, the Provider must meet all requirements in accordance with 29 DCMR, Chapter 3, Child Development Facilities Regulations.

C. LOCATION OF SERVICES

The Provider shall provide child care services for children at _____, in Washington, DC at a minimum, between the hours of _____ a.m. and _____ p.m., _____ through _____, except legal holidays of the federal and/or District government as provided in this Agreement. The Provider shall notify and request approval from the Division of Early Learning (DEL) within twenty-four (24) hours of any change or circumstance that may affect services at the location, and at least forty-five (45) calendar days prior to any anticipated or actual change in location. Approval must be received prior to any change of services or change of location.

D. STAFF QUALIFICATIONS

- i. The Provider's staff shall meet all regulations and standards set forth in 29 DCMR Chapter 3 and as amended for staff of child development facilities, including, but not limited to, requirements for academic qualifications of the director, caregiver, teachers, teacher's assistants and teacher's aides; health certification; in-service training of staff; and adult supervision of children.
- ii. The Provider shall employ at least one (1) staff person who is available at all times when meals are being prepared or served and holds a current Food Manager Certification in accordance with the District of Columbia Food Code. The provider shall maintain copies of menus planned and served by the center on file for three (3) years. Such menus shall be available for review by District officials.
- iii. The Provider shall comply with and ensure that all staff maintains the required number of annual professional learning units based on the tiered

reimbursement level (e.g Bronze 18 hours, Silver 24 hours, Gold 30 hours).

E. SPECIFIC SERVICE REQUIREMENTS

- i. **Healthy Tots Act:** The Provider shall apply for the Child and Adult Care Food Program (CACFP), or apply for a waiver for one year, if at least 50% of their children are eligible for subsidized child care. Providers must comply with this requirement by December 21, 2015.
 - a) The Provider shall provide nutritionally balanced meals suitable to the ages of the children, in accordance with varied menus that are consistent with meal patterns for infants and children, as specified under the Child and Adult Care Food Program (CACFP) of the U.S. Department of Agriculture.
 - b) Child development programs shall include a minimum of two (2) hours of active playtime each day, including a minimum of forty-five (45) minutes of outdoor activity, weather permitting. One (1) hour of active play shall be structured and guided physical activity. Children attending less than a 10.5 hour a day program shall be scheduled to participate in a proportionate amount of such physical activities. Children shall not be engaged in sedentary activities or activities requiring them to sit passively for more than sixty (60) minutes continuously, except during scheduled rest or nap time.
- ii. **Language Access Act of 2004, D.C. Code §2-1931 et seq.:** The Provider must provide oral language services to a person with limited or non-English proficiency who seeks access to or participates in the services, programs or activities offered by the Provider. The Language Access Act of 2004 Fact Sheet is included. The Provider must also maintain information on number of persons with limited or non-English proficiency served and their primary languages, and submit the information quarterly to DEL using the Provider/Grantee Language Access Report Form. First time applicants to the subsidy program must sign and comply with the District of Columbia Language Access Act of 2004 Affirmation Form. Providers already in the program shall provide this certification through SARA
Non-Disclosure of Information: The Provider shall protect the right to privacy of each participating child and family and shall not disclose any information regarding the child(ren) or family without the explicit written consent of the parent(s)/guardian(s). Additionally, any and all disclosures of information must comply with all requirements surrounding identifiable information under FERPA. (34 CFR 99.3) First time applicants to the subsidy program and his/her employees or backup caregiver(s) must sign the District of Columbia Non-Disclosure Form. Providers already in the program shall provide this certification through SARA.

II. FINANCIAL MANAGEMENT AND COMPLIANCE

A. GENERAL REQUIREMENTS

- i. Providers shall maintain an updated Automated Clearing House (ACH) form on file in order to receive payment via direct deposit as OSSE shall no longer render paper checks. All providers must sign up to ACH by January 1, 2016.
- ii. Providers that receive \$750,000 or more in combined federal funding shall have an independent audit pursuant to the Single Audit Act of 1984 and the U.S. Office of Management and Budget Circular A-133. The Provider shall submit a copy of that audit to DEL within 9 months after the end of the Provider's fiscal year.
- iii. Providers that receive less than \$750,000 in combined federal funding shall have an independent auditor prepare a certified financial statement as an operating cost of the child care facility, pursuant to the Single Audit Act of 1984. A copy of that audit shall be submitted to DEL within nine months of the end of the Provider's fiscal year.
- iv. Providers that fail to comply with the timely submission of its annual certified financial statement or an A-133 Single Audit Report within nine (9) months of the end of the Provider's fiscal year ends shall be placed on stop placement status.

B. SPECIFIC REQUIREMENTS

The District of Columbia Living Wage Act of 2006, D.C. Code 2- 220.01 et

seq.: Any provider who receives District funds in the amount of \$100,000 or more and any of a provider's sub-contractors who receive \$15,000 or more shall pay its affiliated employees a living wage of no less than \$12.50 per hour. This wage may be adjusted annually by the Department of Employment Services up to 3%. Any adjustments in excess of 3% shall be approved by the Mayor prior to being a requirement. Subsequent rates supersede prior rates and are hereby incorporated into this Provider Agreement. Exemptions to the Living Wage Act are as follows:

- a. For an employee less than 22 years of age employed during a school vacation or enrolled as a full-time student working less than 25 hours per week;
- b. For an employee of a non-profit organization that does not employ more than 50 people and qualifies for taxation exempt pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954;
- c. For an employee who is under an existing or future bargaining agreement, provided that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- d. An organization that provides a trainee with additional services, including, but not limited to, case management and job readiness services, provided that the trainee does not replace an employee who is subject to the provisions of the Act;
- e. Contracts or other agreements that are subject to higher wage level

- determinations required by federal law; and
- f.** A tenant or retail establishment that occupies property constructed or improved by receipt of government assistance from the District of Columbia, provided that the tenant or retail establishment did not receive direct government assistance from the District.
 - g.** The Provider shall make available to OSSE documents that demonstrate proof of exemption from the Act or proof that staff members working on a program/project are being paid a living wage of at least \$13.80. Each Provider who receives compensation (directly from the District shall receive a copy of the Living Wage Act Fact Sheet. The provider shall post the Living Wage Act Fact Sheet in a location that is visible to staff in the place of business. First time applicants to the subsidy program must sign the District of Columbia Living Wage Act of 2006 Affirmation Form. Providers already in the program shall provide this certification through SARA.

C. INSURANCES/LICENSES AND PERMITS

- i.** The Provider, at its expense, shall obtain and maintain the minimum insurance coverage set forth below prior to award of the contract and shall keep the insurance in force throughout the period of this Provider Agreement.
- ii.** The Provider shall carry commercial general liability coverage of at least one million dollars (\$1,000,000) per occurrence/ two million dollars aggregate with a follow form umbrella policy. Sexual molestation must be included. The minimum coverage of at least one million dollars (\$1,000,000).
- iii.** The Provider shall carry motor vehicle liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with the performing the contract. Policies covering motor vehicles shall provide coverage of at least one million dollars (\$1,000,000).
- iv.** The Provider shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement, and shall comply at all times with the provisions of the workers' compensation laws of the District of Columbia.
- v.** All insurance provided by the Provider as required by this section, except comprehensive motor vehicle liability and workman's compensation insurance, shall name the District of Columbia as an additional insured. All insurance shall be written with companies licensed by the District of Columbia, and the Provider shall send a duplicate copy to DEL within thirty (30) calendar days of signing this agreement. The policies of insurance shall provide for at least thirty (30) calendar days written notice to the District prior to their termination or material alteration.

- vi. The Provider shall comply with all District licensure and permit requirements for the type of building and physical premises that houses the center as set out in 12 DCMR and staff of the child care center as set out in 29 DCMR, Chapter 3, Child Development Facilities.

D. ELIGIBILITY DETERMINATIONS

- i. The Child Care Services Division (CCSD) at DHS shall determine initial and continuing eligibility for all Level I Providers in accordance with the requirements of the Day Care Policy Act of 1979 and the OSSE Eligibility Determination Policies for Subsidized Child Care. The CCSD shall determine whether the parent/guardian is required to pay a percentage of the child care cost as a co-payment.
- ii. The CCSD at DHS shall determine eligibility for all TANF recipients, families seeking non-traditional hour care and families referred from the Child and Family Services Agency for Level I and Level II Providers.
- iii. Level II Providers shall determine initial and continuing eligibility for families to receive subsidized child care services in accordance with the requirements of the Day Care Policy Act of 1979, and the OSSE Eligibility Determination Policies for Subsidized Child Care and shall determine whether the parent/guardian is required to pay a percentage of the child care cost as a co-payment.
 - 1. All eligibility staff must be trained and certified by OSSE before conducting any eligibility determinations.
 - 2. All eligibility staff at Level II Providers shall attend an annual Eligibility Training at OSSE.
 - 3. OSSE must be notified within 48 hours of any changes in eligibility staff.
 - 4. OSSE shall conduct an annual eligibility audit. Level II Providers with an error rate greater than 10 percent will receive a 90-day corrective action plan. A follow up audit will be conducted within 120 days of the initial audit and if the Provider's error rate still exceeds 10 percent the Level II Agreement will be terminated.
 - 5. Failure to comply with eligibility policies shall result in corrective action and may result in a Stop Placement.

III. REPORTING REQUIREMENTS

A. CHILD ATTENDANCE

- i. The Provider shall maintain daily attendance records that identify the age, the first and last name(s) of the child(ren) to whom services are provided and the dates and hours that care is provided, using the official Daily DEL Attendance Form, which the DEL may amend.
- ii. The Provider shall ensure that all DEL parents and guardians note the actual arrival and departure times with their signature for their child each day in attendance at the child development facility.
- iii. The Provider shall submit the attendance data for each child in care to OSSE via the OSSE Attendance Tracking System (OATS) between the

first and fifth working day of each month. For children who are not in OATS, the provider may submit attendance on the DEL attendance form either electronically, facsimile or in person.(Appendix...) The OSSE reserve the right to demand additional documentation before payment is rendered.

- iv. The Provider's failure to submit complete attendance reports within the timeframe specified above will result in delay of payment.
- v. Failure of the parent or guardian to comply with re-certification requirements in accordance with the established time frame may result in a delay or the forfeiture of payment or termination of the child.
- vi. The provider must review and reconcile the monthly attendance report and the monthly pay statement. Failure to reconcile monthly attendance with the monthly pay statements may result in the forfeiture and denial of future claims.
- vii. The Provider must report to DEL no less than 45 calendar days in advance, the intent to terminate the Provider Agreement. In such cases, DEL reserves the right to delay the facility's final payment in order to reconcile any payment differences.

B. UNUSUAL INCIDENT (UI) REPORTS

- i. The Provider shall report any unusual incident as defined in 29 DCMR § 322 by telephone to DEL at (202) 727-2993, by facsimile at (202) 727-7295, or via email at osse.childcarecomplaint@dc.gov immediately or as soon as practicable thereafter, but no later than twenty-four (24) hours following the incident.
- ii. The Provider shall submit a written report of the incident on the Unusual Incident Report (UIR) Form approved by DEL via fax to the DEL (202) 727-7295 within twenty-four (24) hours following the incident or by mail to the address stated on the UIR Form.
- iii. Suspected or known child abuse and neglect are also considered unusual incidents. The Provider shall report any instances of known or suspected child abuse or neglect to the Child and Family Services Agency, Child Abuse and Neglect Hotline, (202) 671-SAFE (7233), to the Metropolitan Police Department, Youth Division, (202) 576-6768 and immediately to DEL using the DEL Unusual Incident Report Form via fax to (202) 727-7295 or by email to: osse.childcarecomplaints@dc.gov.
- iv. Failure to properly notify OSSE of any unusual incident may result in Stop Placement of additional children to the center, and or termination of the Provider Subsidy Agreement.

C. QUALITY RATING AND IMPROVEMENT SYSTEM

- i. The Provider must submit to DEL written documentation of the renewal of its accreditation at least forty-five (45) calendar days in advance of the expiration of Provider's existing accreditation status. Documentation must include verification of accreditation renewal status from the respective accrediting agency or agencies, including dates of effective

- renewal status accreditation.
- ii. Failure to provide DEL with such written documentation will result in the reduction of the Quality Tier Reimbursement Level for the Provider to the lowest level for which it continues to quality until such time that sufficient documentation of accreditation provided to DEL. If a Provider fails to submit documentation of accreditation status/ or submit documentation after the specified time frame.
 - iii. Once the Tier Change is approved, adjustments are made effective on the first working day of the following month. DEL will not approve any retroactive payments or adjustments for the period during which that Provider was reimbursed at a lower level.

IV. RECORDS AND REPORTS; RIGHT TO INSPECT AND COPY

A. RETENTION OF RECORDS

- i. The Provider shall maintain a copy of all attendance reports, unusual incident reports, co-payment records, documents and records to support a child's participation in the subsidized child care program, Child Care Licensing inspection reports, and any other documents necessary to the performance of this Provider Agreement for a period of no less than three (3) years, or until the final conclusion of any administrative or judicial proceeding as a result of or in connection with, the terms or performance of this Provider Agreement, whichever is longer. OSSE/DEL shall have the right to inspect and copy all records.
- ii. OSSE/DEL shall hold the Provider accountable for any and all missing records or documentation supporting a child's participation in the CCSP by recouping payment for the child for the time period that the Provider could not produce the record and/or documentation to substantiate eligibility in accordance with the eligibility requirements of the CCSP.
- iii. The Provider also shall comply with the federal regulations regarding record retention and access, at 45 CFR § 92.42.
- iv. Failure to comply with this Section shall be grounds for termination, withholding payments or other actions as may be permitted by this Provider Agreement, District or Federal Law.

V. MONITORING

- i. Staff of the OSSE/ DEL shall monitor the care and services provided to children in the child care center, which include at least one (1) on- site program evaluation visit to the center annually.
- ii. The Provider shall allow authorized OSSE/DEL staff or OSSE/DEL designees' access to the premises at all times. The Provider shall cooperate fully with any examination, including but not limited to audits to verify recordkeeping, placement and services provided to the child(ren).
- iii. Any deficiencies identified during monitoring visits, as described in section A above, shall be corrected within the required timelines. Failure to correct identified deficiencies may result in Stop Placement.

- iv. **Stop Placement:** OSSE/DEL may stop the placement of new subsidy children at the child care facility with notice to the Provider, at the sole discretion of OSSE/DEL. The facility shall refrain from enrolling any new subsidy children until the stop placement has been lifted. Failure to comply with this status will result in non-payment for children received after the effective date of the Stop Placement Status. The Stop Placement status shall remain in effect for non-compliance areas for a minimum of one (1) calendar month.
- v. **Rates and Services Changes** may only be implemented in the OSSE/DEL database the first working day of the month after receipt of the notification from the Provider.

VI. FEES, PAYMENTS, RATES AND HOURS OF SERVICE

The Provider shall provide services in accordance with the payment rate in the Rates and Maximum Number of Children to be Enrolled Form of this Provider Agreement. Subsequent schedules and rates as amended by the OSSE supersede prior rates and are hereby incorporated into this Agreement.

A. SUBSIDIZED CHILD CARE PAYMENT

- i. The District shall pay the Provider at the rate(s) established by the Day Care Policy Act of 1979 rates, as amended and the Provider shall receive total cost of care minus the parent/guardian co-payment. As amended in 2007 and 2013.
- ii. The District shall pay the Provider after the receipt of its authorized Admission Forms and Monthly Attendance Report.
- iii. Any overpayment by the District to the Provider or any person shall immediately be reported and returned to the District. Failure to return an overpayment shall result in a deduction from future payments for services or termination from the program and referral to the Office of the Attorney General for legal action.
- iv. The District shall pay the Provider annually for five (5) days of professional development provided by certified trainers or certified training organizations.
- v. The Provider must submit a request in writing and provide supporting documentation for the proposed dates of a center closure for professional development including name of the certified trainer, training agenda, time and date of the training to the DEL Education Services Monitor thirty (30) calendar days in advance of the closing. Failure to submit a timely request to OSSE/DEL for approval shall result in non-payment for the closure.
Note: Any holiday substitution must occur within the same calendar month and be requested in writing no less than thirty (30) calendar days in advance.

B. PAYMENT FOR HOLIDAYS

- i. The District shall pay for the following eleven (11) non-work holidays:

New Year's Day	Labor Day
Martin Luther King, Jr's Birthday	Columbus Day
President's Birthday	Veteran's Day
Emancipation Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Inauguration Day

If the District of Columbia government observes additional non-work holiday(s), the District shall pay the Provider.

- ii. The District shall pay for snow days on which the DC public schools are closed per Provider Agreement year. The District shall not pay the Provider for those days when the center closes in excess of the approved days. **The Provider shall pay its staff for the non-work holidays and snow days as outlined in this subsection. Failure to adhere to this subsection of the agreement will result Stop Placement in addition to referral to the Wage Board for investigation.**

C. DIRECT CO-PAYMENT BY PARENT/GUARDIAN

If DHS or a Level II Provider requires the parent or guardian to pay a percentage of the child care cost as a fee (co-payment) based on the Schedule of Parent Fees for Subsidized Child Care Services, the Provider shall collect the amount of the co-payment directly from the parent/guardian. In addition to the co-payment, the Provider may establish and collect a late fee to parent(s)/ guardian(s) who do not pick up their children on time. The Provider shall not be entitled to, or collect any other fees from the parent/guardian. Collection of additional fees by the Provider shall constitute a basis for termination of this Provider Agreement. Parents shall pay all transportation costs as agreed upon with the Provider for before and/or after school services.

D. PAYMENT FOR ABSENCES

The District and the parent/guardian, if required to pay a percentage of the child care cost as a fee, shall pay for the child in care whether the child is present or absent from the program. Providers will receive payment for up to eight absences a month (excused or unexcused) (Appendix B OSSE's Subsidized Child Care Attendance Policy). The District shall pay the applicable daily rate less the parent co-payment for Level I providers.

E. TAXES AND OTHER FEES

The Provider is solely responsible for the payment of all taxes and fees incurred from the payments received pursuant to this Provider Agreement and in compliance with child care law.

VII. NON-DISCRIMINATION

The Provider shall not discriminate against any applicant or recipient of services or any

applicant for employment or employee of the program because of race, religion, sexual orientation, matriculation, color, political affiliation, sex (gender or sexual harassment), age, disability, genetic information, national origin, personal appearance, family responsibilities, marital status, gender identity or expression, familial status, source of income, or place of residence or business.

The Provider shall not discriminate against any applicant or recipient of services or any applicant for employment or employee of the program because of a disability as defined in the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq* and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 *et seq*.

VIII. DRUG-FREE WORK PLACE

The Provider shall establish a program to ensure that child care services are provided in a "Drug-Free Work Place." The Program shall include a published statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substances are prohibited in the Provider's work place and specifying the actions that will be taken against employees for violation of this section.

The Provider may be subject to loss of licensure, suspension of contract payments, termination of this Provider Agreement for default, or suspension or debarment from providing child care services.

IX. INDEMNIFICATION

The Provider shall indemnify and hold harmless the District and all of its officers, agents, and servants against any assessments, fines, or monetary penalties that may be imposed on the District by order or judgment of any court or administrative body, or required pursuant to the terms of a consent order, consent decree or consent agreement, as a consequence or result of an act, omission or default of the Provider, its employees, agents or subcontractor in the performance of, or in connection with, any work required or performed under this Agreement.

X. AVAILABILITY OF FUNDS

The parties acknowledge that the obligations of the District to fulfill financial obligations pursuant to this Provider Agreement are and shall remain subject to the provisions of (i) the Federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2007), (iii) D.C. Official Code § 47-105 (2007), and (iv) D.C. Official Code § 1-204.46 (2007 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned. The District's legal liability for payment of any financial obligations arising under this Provider Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable year as approved by Congress.

XI. METHOD OF PAYMENT

The District shall pay the Child Care Provider monthly, upon DHS's receipt of an

authorized Child Care Admission Form and OSSE's receipt of the Online Attendance Tracking System's (OATS) monthly attendance from the Provider (and any additional documentation when requested). The District shall pay by check or ACH direct deposit of monthly payments payable to:

Name: _____

Address: _____

XII. DURATION OF CONTRACT

This Provider Agreement shall be effective from the date the Assistant Superintendent of Early Learning signs the Agreement until September 30, 2017, unless renewed by the District prior to the expiration date.

Should the OSSE/DEL deem the Provider qualified for renewal, OSSE/DEL shall send the Provider a written notice prior to the expiration date of the existing Provider Agreement.

XIII. TERMINATION OF AGREEMENT

The District may terminate this Provider Agreement for any reason.

The District shall give the Provider a written notice of termination specifying the date of termination. In the event of termination, the Provider shall cooperate with the District to ensure continuity of services to children.

XIV. MODIFICATION OF AGREEMENT

This Provider Agreement may be modified in writing only, and the parties must sign and date any modifications to the Provider Agreement.

The Provider and the District may add to the list of eligible children receiving child care services only if a new child care admissions form is signed and dated for each child added to enrollment. The District shall provide advance notice of changes in applicable rates due to Council, or Congressional mandate, budget reductions, lack of funding or available funds. This Provider Agreement shall be deemed unilaterally modified as of the date of the mandate, reduction or lack of funding, with or without the parties' signature.

XV. RESOLUTION OF DISPUTES

The parties shall informally try to resolve any dispute arising from, or related to, the performance of this Provider Agreement. If the parties are unable to resolve their dispute, the Provider may submit a written statement outlining the Provider's position to the Assistant Superintendent of Early Learning for review and resolution.

The written statement shall describe each of the facts in dispute and include the necessary documentation to support the Provider's allegations. The Assistant Superintendent of Early

Childhood shall review the statement and documents submitted by the Provider and attempt to resolve the dispute through informal conference with the parties. If no resolution by the parties occurs within thirty (30) calendar days of the date the Assistant Superintendent of Early Childhood receives the written statement, the Assistant Superintendent of Early Learning shall submit a written decision resolving the matter to the Provider.

The Provider may appeal the decision by submitting a written request for an appeal and reconsideration to the Superintendent within fifteen (15) calendar days of receipt of the decision. The Superintendent shall review the decision and any objections from the Provider, and shall issue a written decision that resolves the dispute within thirty (30) calendar days of the receipt of the Provider's appeal. The Superintendent's decision shall be final.

The Provider may appeal any error, in writing, in calculating the amount of a payment or the number of children for whom the District compensates the Provider, but only to the extent that the Provider asserts that the District has failed to follow applicable rules and regulations.

XVI. ADJUSTMENTS

The District reserves the right to deduct or offset payments for overpayment, errors, material breach or partial performance of this Provider Agreement.

A. UNDERPAYMENT OF FUNDS

- i.** The Provider shall report to the Subsidy Eligibility Unit all payment errors, using the DEL approved Error Report Form, within ten (10) calendar days of receiving the monthly payment. Failure to reconcile monthly attendance may result in forfeiture of payment.
- ii.** Correction for underpayments shall be made in full by the OSSE on the pay cycle following confirmation by the Eligibility/Program Integrity Unit that monies are owed and computation confirmation of the amount to be paid by the OSSE.
- iii.** The OSSE reserves the right to deny payment for any discrepancies reported that are more than three (3) years old as well as any discrepancy that fails to meet the requirements for appropriate supporting documentation to verify the request.

B. OVERPAYMENT OF FUNDS

- i.** The provider must review and reconcile monthly the pay statement against the attendance report submitted to OSSE to ensure the accuracy of each payment. Overpayments are to be recovered regardless of the amount.
- ii.** The Provider shall be responsible for the timely reporting of all errors in payment to OSSE/DEL and when required, repay to OSSE all overpayment funds within the same respective fiscal year when requested.
- iii.** Recoupments shall be made in no more than three (3) installments unless when doing so would create a zero or negative balance. (Appendix C– OSSE's Child Care Payment Recoupment Policy 10-1-2015).

XVII. WAIVER/RELEASE

The Provider agrees that the District shall not be liable for any injury, claim or loss to person to property arising out of or as a result of the performance of this Provider Agreement.

XVIII. EFFECTIVE DATE

This Provider Agreement is effective as of the date of the signature of the Assistant Superintendent of Education (or an authorized representative) for the Division of Early Learning.

XIX. GOVERNING LAW

This Provider Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia.

XX. REPRESENTATIVE PAYEE

In the event of incapacitation or death, a representative should be appointed in writing to receive any outstanding payment owed to the authorized provider. I do hereby appoint the person listed below as my representative payee.

Name: _____ **Phone No.:** _____

Address: _____

XXI. CONTACT PERSON FOR PROVIDER QUESTIONS AND CONCERNS

The Provider may contact the assigned monitor to resolve any questions or concerns about this Provider Agreement or the Child Development Facility Program.

XXII. HIRING OF DISTRICT RESIDENTS

All new employment resulting from this contract or subcontractors hereto as defined in the Mayor's Order 83-265 and implementing instructions shall include the following basic goals and objectives of utilization of bona fide residents of the District of Columbia in each project's labor force:

- i. At least fifty-one (51%) percent of all jobs created are to be performed by employees who are residents of the District of Columbia.
- ii. At least fifty- one (51%) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council. The Contractor shall negotiate an Employment Agreement using the official First Source Agreement form with the District of Columbia Department of Employment Services for jobs created as a result of this contract. The Department of Employment Services shall be the contractor's first source of referral for qualified applicants trainees and other

workers in the implementation of employment goals contained in this clause.

XXIII. REMEDIES FOR NON-COMPLIANCE

A. TERMS AND CONDITIONS

- i.** The Provider shall comply with and maintain compliance with terms and conditions of this funding program, whether stated in a Federal or District of Columbia statute or regulation, an assurance/certification, an application or an agreement throughout the period of effectiveness of this agreement/award.
- ii.** If a Provider materially fails to comply and/or maintain compliance with terms and conditions of this funding program, OSSE may:
 - a. Temporarily withhold cash payments;
 - b. Disallow all or part of the cost of the activity/action not in compliance;
 - c. Wholly or partly suspend or terminate the current agreement/award;
 - d. Withhold further awards to provider/grantee for the project or program;
 - e. Not exercise option years or renew at OSSE's discretion; and
 - f. Take any other actions that may be legally available.(see section G: Recoupment Policy)

B. DISALLOWANCE OF COSTS/REIMBURSEMENTS

- i.** OSSE shall disallow any costs or reimbursements that:
- ii.** OSSE determines were not expended and/or incurred in compliance with the terms and conditions of this funding program, or
 - a. OSSE is unable to verify were expended and/or incurred in compliance with the terms and conditions of this funding program due to the Provider's failure to retain and/or provide upon request supporting documentation sufficient to allow OSSE to verify that the costs or reimbursements were expended and/or incurred in compliance with the terms and conditions of this funding program.
- iii.** OSSE's right to disallow costs based on audit, correction, refund, reconciliation or other transaction extends beyond termination, suspension or closeout of the agreement. Provider is obligated to promptly return to OSSE any disallowed cost/reimbursements, and if disallowed, cost/reimbursements are not received by OSSE within a reasonable period of time after making a demand for payment, OSSE may:
 1. Offset amounts due from other requests for reimbursement;
 2. Withhold further awards to provider/grantee for the project; and or program.
 3. Take any other actions that may be legally available.

XXIV. SUPERSESION

This Provider Agreement supersedes any and all prior agreements between the Provider and the District regarding the provision of child care services.

XXV. ASSIGNABILITY

The parties may not assign or transfer this agreement or any right or obligation of this agreement, by operation of law or otherwise.

XXVI. SIGNATURES

FOR THE OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION

BY: _____ Date _____
Elizabeth Groginsky,
Assistant Superintendent of Early Learning

FOR CHILD CARE SUBSIDY PROGRAM PROVIDER:

BY: _____ Date _____
Child Care Provider Signature

Print Name

Tax Identification Number DUNS Number

Email Address: _____

Telephone Number: _____ Fax Number: _____

XXVII. APPENDIXES

A. TIERED REIMBURSEMENT RATES

400.3 Gold Tier Center Rates

CHILD DEVELOPMENT CENTER GOLD RATES						
Age Group	Full-time Traditional	Part-time Traditional	Extended Day Full-time	Extended Day Part-time	Non-traditional Full-time	Non-Traditional Part-time
Infant	\$62.57	\$37.55	\$68.83	\$43.80	\$78.21	\$46.93
Toddler	\$58.50	\$35.10	\$64.35	\$40.95	\$73.13	\$43.87
Preschool	\$42.00	\$25.20	\$46.20	\$29.40	\$52.50	\$31.50
Preschool Before and After	\$42.00	\$25.20				
School Age Before and After	\$32.00	\$19.20	\$35.20	\$21.12	\$38.91	\$23.35
School Age Before OR After	\$32.00	\$14.40				

400.4 Gold Tier Home Rates

CHILD DEVELOPMENT HOME GOLD RATES						
Age Group	Full-time Traditional	Part-time Traditional	Extended Day Full-time	Extended Day Part-time	Non-traditional Full-time	Non-Traditional Part-time
Infant	\$40.25	\$24.15	\$44.28	\$28.18	\$50.31	\$30.19
Toddler	\$39.10	\$23.46	\$43.01	\$25.81	\$47.44	\$28.46
Preschool	\$28.00	\$16.80	\$30.80	\$19.60	\$35.00	\$21.00
Preschool Before and After	\$28.00	\$16.80				
School Age Before and After	\$25.80	\$15.48	\$28.38	\$17.03	\$30.51	\$18.31
School Age Before OR After	\$25.80	\$11.61				

400.6 Silver Tier Center Rates

CHILD DEVELOPMENT CENTER SILVER RATES						
Age Group	Full-time Traditional	Part-time Traditional	Extended Day Full-time	Extended Day Part-time	Non-traditional Full-time	Non-Traditional Part-time
Infant	\$54.34	\$32.60	\$59.78	\$38.04	\$67.92	\$40.76
Toddler	\$53.16	\$31.90	\$58.48	\$37.21	\$65.19	\$39.11
Preschool	\$35.60	\$21.36	\$39.16	\$24.92	\$44.50	\$26.70
Preschool Before and After	\$35.60	\$21.36				
School Age Before and After	\$25.43	\$15.26	\$27.97	\$16.79	\$30.92	\$18.55
School Age Before OR After	\$25.43	\$11.45				

400.7 Silver Tier Home Rates

CHILD DEVELOPMENT HOME SILVER RATES						
Age Group	Full-time Traditional	Part-time Traditional	Extended Day Full-time	Extended Day Part-time	Non-traditional Full-time	Non-Traditional Part-time
Infant	\$35.73	\$21.44	\$39.31	\$25.01	\$44.67	\$26.80
Toddler	\$33.61	\$20.17	\$37.38	\$23.53	\$42.02	\$25.21
Preschool	\$24.53	\$14.72	\$26.98	\$17.17	\$30.66	\$18.40
Preschool Before and After	\$24.53	\$14.72				
School Age Before and After	\$22.90	\$13.74	\$25.19	\$15.11	\$27.08	\$16.25
School Age Before OR After	\$22.90	\$10.31				

400.9 Bronze Tier Center Rates

CHILD DEVELOPMENT CENTER BRONZE RATES						
Age Group	Full-time Traditional	Part-time Traditional	Extended Day Full-time	Extended Day Part-time	Non-traditional Full-time	Non-Traditional Part-time
Infant	\$46.81	\$28.08	\$51.49	\$32.76	\$58.49	\$35.11
Toddler	\$45.80	\$27.59	\$50.38	\$32.06	\$57.26	\$34.35
Preschool	\$29.21	\$17.53	\$32.13	\$20.45	\$36.51	\$21.91
Preschool Before and After	\$29.21	\$17.53				
School Age Before and After	\$19.85	\$12.25	\$21.84	\$13.10	\$24.59	\$14.75
School Age Before OR After	\$19.85	\$9.19				

400.10 Bronze Tier Home Rates

CHILD DEVELOPMENT HOME BRONZE RATES						
Age Group	Full-time Traditional	Part-time Traditional	Extended Day Full-time	Extended Day Part-time	Non-traditional Full-time	Non-Traditional Part-time
Infant	\$32.76	\$19.65	\$36.01	\$22.93	\$40.95	\$24.58
Toddler	\$31.21	\$18.72	\$34.33	\$21.85	\$39.02	\$23.91
Preschool	\$22.03	\$13.22	\$24.23	\$15.42	\$27.53	\$16.52
Preschool Before and After	\$22.03	\$13.22				
School Age Before and After	\$20.00	\$12.00	\$22.00	\$13.20	\$23.66	\$14.19
School Age Before OR After	\$20.00	\$9.00				

400.11 Relative Care Rates

RELATIVE CHILD CARE RATES						
Age Group	Full-time Traditional	Part-time Traditional	Extended Day Full-time	Extended Day Part-time	Non-traditional Full-time	Non-Traditional Part-time
Infant	\$19.34	\$11.60	\$21.28	\$13.54	\$24.18	\$14.51
Toddler	\$16.48	\$9.89	\$17.74	\$11.53	\$20.60	\$12.36
Preschool	\$14.33	\$8.60				
Preschool Before and After	\$13.92	\$8.35	\$15.31	\$9.74	\$17.40	\$10.44
School Age Before and After	\$13.92	\$4.18				

400.12 In-home Care Rates

IN-HOME CHILD CARE RATES						
Age Group	Full-time Traditional	Part-time Traditional	Extended Day Full-time	Extended Day Part-time	Non-traditional Full-time	Non-Traditional Part-time
Infant	\$11.34	\$6.81	\$12.48	\$7.94	\$14.18	\$8.51
Toddler	\$10.00	\$6.00	\$11.00	\$7.00	\$12.51	\$7.51
Preschool	\$8.70	\$5.22	\$9.57	\$6.09	\$10.88	\$6.53
Preschool Before and After	\$8.70	\$5.22				
School Age Before and After	\$7.54	\$4.52	\$8.29	\$5.28	\$9.43	\$5.66
School Age Before OR After	\$7.54	\$4.14				

CHILD CARE PAYMENT RECOUPMENT POLICY

DISTRICT OF COLUMBIA
OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION



Division of Early Learning

() Action Required
(x) Informational

Administrative Issuance: Child Care Payment Recoupment Policy
Effective Date: October 1, 2015

TO: District of Columbia Child Care Subsidy Providers

FROM: Elizabeth Groginsky, Assistant Superintendent of Early Learning
Office of the State Superintendent of Education

RE: Recoupment Procedure and Policy

DATE: September 25, 2015

I. PURPOSE

- To inform all District of Columbia child development providers, hereinafter referred to as “providers,” that participate in the OSSE’s Child Care Subsidy Program of OSSE’s child care payment recoupment procedures and policy;
- To inform all providers who participate in the OSSE’s Child Care Subsidy Program of the need for OSSE to recover the overpayment of funds to a Child Care Subsidy Provider based on audit findings, late terminations, and/or calculation errors.

II. AUTHORITIES

- The Public Education Reform Amendment Act of 2007, effective June 12, 2007 (D.C. Act 17-38; D.C. Code § 38-2601, *et seq.*) as amended;
- The Day Care Policy Act of 1979, effective September 19, 1979 (D.C. Law 3-16; D.C. Code § 4-401, *et seq.*) as amended;
- Child Care Subsidy Program Provider Agreement;
- Title 29 of the District of Columbia Municipal Regulations (29 DCMR), Chapter 3, Child Development Facilities effective April 27, 2007 or as amended;
- Child Care and Development Fund State Plan for FY 2014-2015, as amended; and
- Office of the State Superintendent of Education, (2009), Eligibility Determination Policies – For Subsidized Child Care.

III. POLICY

- Each month, providers must review and reconcile their monthly pay statement against the monthly attendance report submitted to OSSE to ensure the accuracy of each payment.
- If an error is identified during the reconciliation process, the provider must submit an error report to OSSE's eligibility monitoring unit by the 10th calendar day of the following month.
- Overpayments to providers will be recovered, regardless of the amount, through deduction(s) from future checks.

IV. APPLICABILITY

This Administrative Issuance shall apply to all providers who participate in the OSSE Child Care Subsidy program.

V. PROCEDURES FOR RECOUPMENT

1. The Eligibility Monitoring Unit will identify recoupments within (30) calendar days following the submission of the provider's error report (*i.e., January's attendance submitted 02/01/2015; Provider payment processed 2/28/2015; Error Report submitted 03/10/2015; identified by 04/10/15.*
2. The Eligibility Monitoring Unit will send the provider a notice no later than 45 calendar days following the submission of the provider's error report to notify the provider of the recoupment amount. The Recoupment Notice will include the following information:
 - a. The name of the child care provider;
 - b. The number of each child associated with the recoupment and the amount, per child, being recouped;
 - c. The reason for the overpayment;
 - d. The total amount being recouped; and
 - e. A provider signature line for recoupments over 21percent.
3. Recoupment plans are established based on the percentage of the previous months payment ($\text{Recoupment Amount} / \text{Total Amount Received in the Previous Month} = \text{Recoupment Percentage}$).
Example: Provider A has a recoupment amount of \$21,000 that was identified in September. The payment received in August was \$100,000 ($\$21,000 / \$100,000 = 21\text{percent}$). The funds would be recouped in two installments (e.g., \$10,500 in September and \$10,500 in October).

- Recoupments totaling 21 percent- 40 percent will be recovered in two installments from the next two issuances;
- Recoupments totaling 41 percent- 60 percent will be recovered in three installments from the next three issuances;
- Recoupments totaling 61percent or higher will be recovered|in four installments from the next four issuances.

NOTE: A Recoupment Plan higher than 21 percent must be signed by the provider within five business days of receipt of the Notice of Recoupment, to acknowledge the recoupment. This signature may be received by OSSE via email, fax or in person. If a signature is not received by a provider by the fifth business day, the blank signature line will reflect as a refusal and the initial email that was sent to the provider will be attached for filing purposes.

B. APPEALS

1. All Recoupment Plan appeals must be submitted in writing to the Division of Early Learning's Director of Operations and Management within 10 business days of receipt of the signed notification of the Recoupment Plan. Written appeals may be sent electronically to Rebecca.shaw@dc.gov or hand delivered to the Office of the State Superintendent of Education, 810 First St. NE, Ninth Floor, Washington, DC 20002, ATTN: Division of Early Learning, Director of Operations and Management. Once OSSE is notified of the Recoupment Plan Appeal, the Eligibility Monitor will have 10 business days to conduct an investigation to verify that the total amount and reason for recoupment are accurate. When the research is concluded, the Division of Early Learning's Director of Operations and Management will contact the provider in writing and provide them with the information concerning their appeal. If the provider's appeal was deemed valid, then the recoupment amount will be refunded in the next payment cycle. The Division of Early Learning's Director of Operations and Management's written finding of the Recoupment Plan appeal is final.