



DISTRICT OF COLUMBIA
OFFICE OF THE STATE SUPERINTENDENT OF

EDUCATION

**Provider Agreement for
Subsidized Child Care Services in the
District of Columbia
Fiscal Year 2025 (FY25)**

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The Office of the State Superintendent of Education (OSSE) shall, on an annual basis, enter into contracts or agreements with licensed child development facilities to provide services to eligible children and their families.

The Provider Agreement for Subsidized Child Care Services (hereinafter referred to as “Agreement”) is entered into on _____, by and between the District of Columbia (District) through the Division of Early Learning (DEL) within OSSE and _____ (Provider), a licensed child development facility located at:

Provider Site	Street Address	Quad	ZIP Code	Ward	Pay Equity Participation (Yes/No)

The purpose of this Agreement is to secure government subsidized child care services for children six (6) weeks through twelve (12) years of age, and up to age nineteen (19) if a child has a disability, from a licensed Child Development Facility in the District. The District 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 and federal funding from the Child Care and Development Block Grant (CCDBG), Catalog of Federal Domestic Assistance (CFDA) 93.575; and intra-District funding from the Department of Human Services (DHS), which may include Temporary Assistance to Needy Families, 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 Provider, defined as “a licensed child development center, a licensed family child care home or expanded home, or a person approved as an in-home or relative caregiver” (5A District of Columbia Municipal Regulations (“DCMR”) § 299), shall comply with the following requirements in the provision of subsidized child care services.

(A) GENERAL REQUIREMENTS

- (1) The Provider shall comply and provide child care services to eligible families in accordance with this agreement, along with any attached addendums, and 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 following:
 - (a) CCDBG Act and its implementing regulations, 45 C.F.R. Parts 98

- and 99, as administered by the Administration for Children and Families, U.S. Department of Health and Human Services;
- (b) District of Columbia’s Child Care and Development Fund (CCDF) State Plan, current version;
 - (c) Child Development Facilities Regulation Act of 1998, effective April 13, 1999 (D.C. Law 12-215; D.C. Official Code §§ 7-2031 *et seq.* (2012 Repl. & 2017 Supp.)) (“Facilities Act”);
 - (d) Day Care Policy Act of 1979, effective September 19, 1979 (D.C. Law 3-16; D.C. Official Code §§ 4-401 *et seq.* (2012 Repl. & 2017 Supp.)) (“Day Care Act”);
 - (e) 5A DCMR §§ 100 *et seq.* (Child Development Facilities: Licensing);
 - (f) 5A DCMR §§ 200 *et seq.* (Child Development Facilities: District Subsidized Child Care Services);
 - (g) OSSE’s Subsidized Eligibility Child Care Policy Manual (rev. Sept. 30, 2019); and
 - (h) Any other relevant OSSE policy issuances.
- (2) The Provider shall assess each enrolled child under age of six (6), within forty-five (45) days of enrollment, through a developmental screening and submit and document referrals to Strong Start (children birth to age three) and to Early Stages (children three to five years of age). Documentation shall be tracked and maintained in the child’s confidential record. OSSE will track the timely submission of screenings to ensure compliance with the requirement. The Education Services Monitor (ESM) will request a record of referrals during annual monitoring activities.
- (3) In accordance with parental consent and the Individual Family Service Plan (IFSP) or the Individual Education Plan (IEP), as applicable, the Provider shall provide a child’s service coordinator or service provider access to the facility to provide services pursuant to the child’s IFSP or IEP and incorporate the IFSP or IEP goals and strategies into the child’s daily routine at the facility.
- (4) The Provider shall maintain copies of an updated print out of the facility’s profile from the My Child Care DC website on site in a location accessible and visible to parents.

(B) SPECIFIC SERVICE REQUIREMENTS

- (1) The Provider, who by this Agreement is a covered entity pursuant to its contract with OSSE, shall comply with the Language Access Act of 2004, effective June 19, 2004 (D.C. Law 15-167; D.C. Code §§ 2-1931 *et seq.*).

- (2) In addition to the privacy and confidentiality provisions in 5A DCMR § 130 *et seq.* protecting both child(ren) and families, the Provider shall ensure that all disclosures of information comply with all requirements regarding identifiable information under the Family Educational Rights and Privacy Act (34 CFR Part 99).
- (3) Pursuant to Section 4073(a) of the Healthy Tots Act of 2014, as amended July 31, 2017 (D.C. Act 22-130; D.C. Official Code § 38-282.01) (“HTA”), the Provider shall participate in the Child and Adult Care Food Program (CACFP) if at least fifty percent (50%) of enrolled children are eligible to receive subsidized child care for at least six (6) continuous months, unless:
 - (a) The Provider is currently on the U.S. Department of Agriculture CACFP National Disqualification List; or
 - (b) The Provider is granted a hardship exemption by OSSE, who has determined that the Provider is in compliance with current CACFP meal patterns but that the Provider has demonstrated good cause as to why participation in CACFP constitutes a hardship.

II. FINANCIAL MANAGEMENT AND COMPLIANCE

(A) GENERAL REQUIREMENTS

- (1) The Provider shall only use funds received pursuant to this Agreement to support the cost of providing subsidized child care services, which include personnel directly responsible for the care and education of eligible children, facilities used by eligible children, and materials that support the care and education of eligible children. The Provider shall obtain approval from OSSE for any uses not provided for in this section.
- (2) Providers that receive \$750,000 **or more** in combined federal funding shall have an independent audit. Providers that receive **less than** \$750,000 in combined federal funding shall have an independent auditor prepare a certified financial statement. These financial requirements are pursuant to the Single Audit Act of 1984 and the U.S. Office of Management and Budget Circular A-133.
- (3) A copy of the audit or financial statement shall be submitted to DEL within nine (9) months of the end of the Provider’s fiscal year. Providers that fail to comply with the timely submission of the requested documents within nine months of the end of the provider’s fiscal year

may be placed on a Stop Placement.

- (4) The Provider, at its own expense, shall obtain and maintain in force throughout the period of this Agreement workers' compensation insurance for all the Provider's employees, employed upon the premises and in connection with its other operations pursuant to this Agreement, and as set forth in the District of Columbia's Worker's Compensation Act of 1979, effective July 1, 1980 (D.C. Law 3-77; D.C. Code §§ 32-1501 *et seq.*).
 - (a) The Provider shall make available to OSSE documents that demonstrate staff members working in a program/project are being paid a minimum wage of at \$17.50.
 - (b) 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 to OSSE annually.

III. REPORTING REQUIREMENTS

(A) CHILD ATTENDANCE

- (1) The Provider shall maintain daily attendance records that include the date of birth, and 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 Early Childhood Education Attendance Form* or through an electronic attendance tracking system. The Provider shall maintain either the original or electronic version of attendance forms, including sign-in and out sheets, for five years.
- (2) The Provider shall ensure that all parents or guardians affirmatively sign in and out each day, including the actual arrival and departure times with proof of identity such as a signature with legal first and last name, for their child each day in attendance at the child development facility. The ESMS will conduct a random audit of records during the annual monitoring activities to verify that parent sign in/out sheets comport with roll book. Discrepancies with sign in/out sheet may result in a deficiency or possible recoupment.
- (3) The Provider shall submit the attendance data for each child in subsidized care to OSSE via the Online Attendance Tracking System (OATS) or any

subsequent case management system maintained by OSSE no later than the fifth business day of each month. For children not in OATS, the provider must upload their attendance on the *Daily Early Childhood Education Attendance Form* to OATS. OSSE reserves the right to require additional documentation before payment is rendered.

IV. QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS)

- (A) The Provider shall participate in Capital Quality, the District of Columbia's Quality Rating and Improvement System (QRIS).
- (B) Capital Quality consists of the following components:
 - (1) Continuous quality improvement plan (CQIP) that is developed and implemented annually with measurable goals, strategies and timelines to benchmark progress and that providers are involved in reviewing the CQIP each year.
 - (2) Public-facing quality profile; and
 - (3) One of the following quality designations:
 - (a) Preliminary
 - (b) Developing
 - (c) Progressing
 - (d) Quality
 - (e) High-Quality
- (C) OSSE shall make payments in accordance with the Provider's assigned Capital Quality designation.
- (D) The Provider shall:
 - (1) Meet the staff training criteria in accordance with the licensing regulations:
 - (a) Child development centers (21 clock hours);
 - (b) Child development homes (12 clock hours);
 - (c) Expanded homes (15 clock hours).
 - (2) Participate in Capital Quality activities including, but not limited to, the following:
 - (a) Schedule on-site orientation meeting (as applicable);
 - (b) Engage with a quality facilitator for a minimum of three (3) hours per month;
 - (c) The Center Director or their designee must attend eight (8) out of ten (10) scheduled Capital Quality community of practice (CoP)

- meetings.
- (d) Complete CQIP annually no later than Dec. 30 of each year and review CQIP with Quality Facilitator monthly. For new Capital Quality participants, CQIP must be completed within ninety (90) days of the effective date of the Provider Agreement for Subsidized Child Care Services with OSSE.
 - (e) Respond promptly (within two [2] business days) to all requests from OSSE and the program's designated quality facilitator.

Allow OSSE officials, or authorized OSSE delegates, contractors, or both, to conduct classroom observations and evaluations (either in-person when possible or virtually), at the scheduled times. Compliance with Capital Quality is a requirement of the subsidy agreement. If a program is unable to comply, OSSE reserves the right to implement the remedies of non-compliance outlined in Section XXIII of this agreement.

V. RECORDS AND REPORTS; RIGHT TO INSPECT AND COPY

(A) RETENTION OF RECORDS

- (1) The Provider shall maintain a copy of all attendance reports, co-payment records, documents and records to support a child's participation in the subsidized child care program, licensing inspection reports, and any other documents necessary to the performance of this Agreement or attached addendums for a period of no less than five (5) 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 Agreement, whichever is longer. OSSE shall have the right to inspect and copy all records.
- (2) The Provider is responsible for ensuring all children's records and documentation gathered to support participation in the subsidized child care program are maintained in a safe and secure manner to guard against misuse, misplacement or loss.
- (3) The Provider also shall comply with the federal regulations regarding record retention and access at 45 CFR § 75.361 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for the US Department of Health and Human Services Awards).
- (4) Failure to comply with this Section shall be grounds for termination of this Agreement, withholding payments or other actions as may be permitted by this Agreement, District or Federal Law.

VI. MONITORING

The Provider shall always provide authorized OSSE staff or OSSE designees access to the premises. The Provider shall cooperate fully with any examination including, but not limited to, in-person or virtual monitoring visits and audits to verify recordkeeping, attendance, placement and services provided to the eligible child(ren).

Any deficiencies identified during visits shall be corrected within the required timelines. Failure to correct identified deficiencies may result in any of the remedies for non-compliance described below.

VII. FEES, PAYMENTS AND RATES

The District shall pay the Provider at the rate(s) established by the Day Care Act and in accordance with subsequent changes to rates and co-payments as set forth in 5A DCMR §§ 200 *et seq.* Subsequent schedules and rates as amended by OSSE supersede prior rates.

(A) SUBSIDIZED CHILD CARE PAYMENT

- (1) The District shall pay the Provider after the receipt and verification of the Provider's authorized admission forms and monthly OATS Report (or paper attendance forms for non-traditional attendance).
- (2) The Provider shall submit monthly attendance each month by the fifth business day for services rendered the previous month. All supporting documentation should be included with the attendance form submission.
- (3) Rates and services changes may only be implemented in the OSSE database the first working day of the month after receipt of the notification from the Provider.
- (4) In order to receive the special needs rate, centers shall submit a request for the special needs rate on the required form. The request shall be updated annually, and the provider is responsible for informing OSSE about changes in enrollment that impact the special needs rate payments.
- (5) Payment can be expected in compliance with the "Quick Payment Act of 1984," effective March 15, 1985 (D.C. Law 5-164; D.C. Code §§ 2-221.01 *et. seq*) and will be rendered within thirty (30) days of attendance submission. The Provider's failure to submit complete attendance reports within the timeframe specified above will result in delay of payment.

- (6) The Provider must review and reconcile the monthly attendance report and the monthly pay statement. OSSE reserves the right to deny payment for any error report submissions that are more than three (3) months old as well as any submission that fails to meet the requirements for appropriate supporting documentation to verify the request.
- (7) 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 recoupment procedures, a deduction from future payments for services or termination from the program and referral to the Office of the Attorney General for legal action.
- (8) Failure of the parent or guardian to comply with eligibility recertification requirements in accordance with the established time frame may result in a delay or the forfeiture of payment to the Provider or termination of the child's eligibility.
- (9) If applicable, the District shall pay the provider \$75 per child to cover an initial registration fee charged to parents when enrolling their child. The registration fee must be documented in the Parent Handbook provided to OSSE. Fees will not be paid for children who enroll at a new site within the same multi-site provider.

(B) DIRECT CO-PAYMENT BY PARENT/GUARDIAN

The method for collecting co-payments for families that receive the child care subsidy are based solely on the agreement between the Provider and family and must be in accordance with the written payment policy of the Provider. Receipts shall be given to the parent(s) or guardian(s) by the provider for all co-payments received. 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(s)/guardian(s). Collection of additional fees by the Provider shall constitute a basis for termination of this Agreement. Parents shall pay all transportation costs as agreed upon with the Provider for before and/or after school services as well as summer school programming. The District is not responsible to recover any monies that are owed to a Provider by the parent(s) or guardian(s).

VIII. ATTENDANCE

(A) Payment will be authorized for the Provider for any of the following absences:

- (1) Ten (10) days of unexcused absence per month before the payment is

stopped for the balance of the month.

- (2) Fifteen (15) days of excused absences in a month may be approved. Excused absences may include childhood diseases or injury, quarantine consistent with public health agency guidance, or family emergencies. Documentation of these situations must be provided to the child care provider and the provider must submit this documentation with their monthly attendance report; or
- (3) Fifteen (15) days of vacation annually during the period of eligibility.

- (B) The parent(s) or guardian(s) is expected to notify the licensed child care facility in writing of plans to be absent.
- (C) Payment termination is justified after ten (10) days of unexcused absence and fifteen (15) days of excused absence.
- (D) A child's enrollment should be terminated after a child has not attended a program at all for sixty (60) operating days. The provider must make at least two attempts to contact the child's family, via at least two different forms of communication (e.g., email, phone call, text message, written letter delivered to child's home address) prior to terminating enrollment for non-attendance. Documentation of attempts to contact a child's family shall be retained in the child's record.

IX. PAYMENT FOR HOLIDAYS AND CLOSURES

- (A) The Provider may, but is not required to, provide subsidized child care services on the following non-work holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, DC Emancipation Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans Day, Thanksgiving Day and Christmas Day. The District shall also consider Jan. 20 as a holiday during years when there is a presidential inauguration. The District shall pay the Provider the regular rate for each child enrolled to receive the subsidized child care services on the non-work holidays set forth herein. **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.** If the District of Columbia government officially observes additional non-work holiday(s), the District shall pay the Provider the regular rate for each child enrolled to receive the subsidized child care services. In the event that District of Columbia government officially observes an additional non-work holiday on a day that the provider has previously substituted for another non-work holiday in the same month, the provider may select a new holiday substitution date in the following

month but must inform OSSE and parents of children enrolled in the program no less than thirty (30) calendar days in advance of the new holiday substitution date. **All staff employed at the facility must receive the full amount of their pay for all holidays referenced above that are paid to the Provider by OSSE.**

- (B) The District shall pay the Provider the regular rate for each child enrolled to receive the subsidized child care services whenever the District of Columbia Public Schools (DCPS) close due to inclement weather. If DCPS is on a summer or holiday break, or otherwise closed or operating in a virtual posture for non-weather reasons, a provider will follow the mayor's directives for District closures. At any time when DCPS is open and providing in-person services for any portion of the student body, with the exception of previously scheduled summer and holiday breaks, child care providers should follow DCPS directives. **All staff employed at the facility must receive the full amount of their pay for all facility closures that are paid to the Provider by OSSE.**
- (C) The District shall pay the Provider the regular rate for each child enrolled to receive the subsidized child care services for up to five (5) days during the term of the Agreement for professional development provided by certified trainers or certified training organizations. A provider can use up to three (3) days for Quorum training. Virtual training is permitted in lieu of in-person training provided the session is facilitated by a certified organization or trainer. The Provider may also use professional development days for organizational team building and leadership retreats aimed at improving organizational culture and peer-to-peer learning activities. **All staff employed at the facility must receive the full amount of their pay for all facility closures that are paid to the Provider by OSSE.**
- (D) The Provider must submit to the assigned DEL ESM a request in writing and provide supporting documentation for the proposed dates of a facility closure for professional development thirty (30) calendar days in advance of the closing. The provider must have approval from the assigned ESM before the professional development sessions to ensure payment. Failure to submit a timely request to OSSE for approval shall result in non-payment for the closure.
- (E) The Provider shall submit to enrolled parents an annual calendar with all closure dates, including holidays and scheduled professional development and training dates.
- (F) The Provider shall pay its employees for the non-work holidays, inclement weather days, and staff development days as outlined herein. Failure to adhere

to this subsection of the Agreement will result in Stop Placement and a referral to the Department of Employment Services (DOES) for further investigation.

- (G) The Provider shall adhere to the applicable attendance policies in accordance with Section 800.10 within the Subsidized Eligibility Child Care Policy Manual (rev. September 2019) and 5A DCMR Chapter 2 regarding eligibility determination.

X. OTHER REQUIREMENTS

(A) CONDUCT INVESTIGATIONS AND PENALTY FOR FALSIFICATION OF DOCUMENTS

All approved providers with executed Provider Agreements for Subsidized Child Care are expected to always uphold the highest standard of conduct and ethics. The following policies and procedures will be used to ensure compliance with this standard of conduct and ethics:

- (1) OSSE will investigate all allegations of misconduct.
- (2) OSSE shall refer all allegations of falsifying, forging, or altering of documents to the District of Columbia's Office of the Inspector General.
- (3) Any provider who obtains funds as a result of submitting falsified documents, information or data shall be required to pay back those funds to the District of Columbia Government.
- (4) Any provider or designee who falsifies, forges or alters documents to obtain a rate assigned to a higher Capital Quality designation or violates the terms of the Provider Agreement shall be terminated from the subsidized child care program and may be referred to the District of Columbia's Office of the Inspector General. The provider will also forfeit any claim to receive payment at the awarded tier or the tier to which they are applying.
- (5) Any provider who falsifies, forges or alters documents risks termination of the Provider Agreement and termination from participation in the subsidized child care program by OSSE.
- (6) Any provider who is confirmed to have violated the requirements of the Provider Agreement may be referred to OSSE/DEL Licensing and Compliance Unit or the District of Columbia's Office of the Attorney General for further action.

(B) 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 Agreement.

XI. NON-DISCRIMINATION

The Provider shall not discriminate against any child, family, applicant for employment or employee of the Provider because of actual or perceived: race, color, religion, sexual orientation, matriculation, political affiliation, sex (including pregnancy), age, disability 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.*), genetic information, national origin, personal appearance, family responsibilities, marital status, gender identity or expression, familial status, source of income, victim of an intra-family offense, or place of residence or business (applied to housing and public accommodations).

XII. INDEMNIFICATION

The Provider shall indemnify and hold harmless the District and all of its officers and agents 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.

XIII. AVAILABILITY OF FUNDS

The parties acknowledge that the obligations of the District to fulfill financial obligations pursuant to this Agreement are and shall remain subject to the provisions of (i) the Federal Anti-Deficiency Act (31 U.S.C. §§ 1341 *et seq.*); (ii) the District of Columbia Anti-Deficiency Act (D.C. Law 14-285; D.C. Official Code §§ 47-105; 47-355.01- 355.08), and (iii) District of Columbia Charter Act (P.L. 93-198; D.C. Official Code § 1-204.46 *et seq.*), 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 Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable year as approved by Congress.

XIV. METHOD OF PAYMENT

The District shall pay the Provider monthly, upon DHS's receipt of an authorized *Child Care Admission Form* for each eligible child, the OSSE's receipt of the monthly attendance from the Provider and any additional documentation requested by OSSE. Providers shall maintain an updated Automated Clearing House (ACH) form on file to receive payment via direct deposit.

XV. DURATION OF AGREEMENT

This Agreement shall be effective from the date OSSE's Deputy Superintendent of Early

Learning signs the Agreement until Sept. 30, 2025, unless renewed by the District prior to the expiration date. This Agreement may be modified in writing only, and the parties must sign and date any modifications to the Agreement.

This Agreement may be extended annually, contingent upon the availability of funds, in one (1) year increments, provided a written notice is given by OSSE at least thirty (30) days prior to the expiration date. In no event shall this Agreement extend more than four (4) option periods from the date that the original Agreement was executed. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

XVI. TERMINATION OF AGREEMENT

- (A)** The Provider must report to DEL, no fewer than forty-five (45) calendar days in advance, the intent to terminate this Agreement. In such cases, DEL reserves the right to delay the facility's final payment to reconcile any payment differences. The Provider shall also notify parents no fewer than thirty (30) calendar days in advance that the facility no longer participates in the subsidized child care program.
- (B)** The District may terminate this Agreement for any reason. The District shall provide the Provider a written notice of termination specifying the reason for termination (e.g., failure to comply with licensing regulations, subsidy policies and/or Provider Agreement requirements) and the date of termination. In the event of termination, the Provider shall cooperate with the District to ensure continuity of services to children.

XVII. MODIFICATION OF AGREEMENT

- (A)** This Agreement may be modified in writing only, and the parties must sign and date any modifications to the Agreement.
- (B)** The District shall provide notice of changes in applicable rates due to Council or Congressional mandate, budget reductions or lack of funding or available funds. This Agreement shall be deemed unilaterally modified as of the date of the mandate, reduction, or lack of funding, with or without the parties' signature.

XVIII. RESOLUTION OF DISPUTES

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

- (B) The written statement shall describe each of the facts in dispute and include the necessary documentation to support the Provider's allegations. The Deputy Superintendent of Early Learning 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 Deputy Superintendent of Early Learning receives the written statement, the Deputy Superintendent of Early Learning shall submit a written decision resolving the matter to the Provider.
- (C) The Provider may appeal the decision by submitting a written request for an appeal and reconsideration to the State Superintendent within fifteen (15) calendar days of receipt of the decision. The State 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 State Superintendent's decision shall be final.
- (D) The Provider may appeal, in writing, any error 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.

XIX. ADJUSTMENTS

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

(A) UNDERPAYMENT OF FUNDS

The Provider shall comply with the policies and procedures set forth in the Eligibility Determinations for Subsidized Child Care Policy Manual.

(B) OVERPAYMENT OF FUNDS

- (1) The Provider shall comply with the policies and procedures set forth the Eligibility Determinations for Subsidized Child Care Policy Manual.
- (2) Overpayments to providers will be recovered, regardless of the amount, through deduction(s) from future checks.
- (3) OSSE will make recoupments in no more than three (3) installments, unless doing so would create a zero or negative balance.

(C) RECOUPMENT OF FUNDS

- (4) 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.

XX. WAIVER/RELEASE

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

XXI. REPRESENTATIVE PAYEE

A provider shall designate a representative to receive any outstanding payment owed to the authorized provider, in the event of incapacitation or death.

Authorized representative or designee appoints the person listed below as the representative payee.

Name: _____ Phone No.: _____

Address: _____

XXII. HIRING OF DISTRICT RESIDENTS

Pursuant to First Source Employment Agreement Act of 1984 ("First Source Act") (D.C. Law 5-93; D.C. Code § 2-219.01 *et. seq*), 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:

- (A) At least fifty-one (51%) percent of all jobs created are to be performed by employees who are residents of the District of Columbia.
- (B) 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.
- (C) The Contractor shall comply with the First Source Act.
- (D) In accordance with the District of Columbia's Standard Contract Provisions (ver. July 2010), the Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement with the DC Department of

Employment Services (DOES), in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

XXIII. REMEDIES FOR NON-COMPLIANCE

- (A) OSSE may stop the placement of new children funded by subsidies at the child development facility with notice to the Provider, at the sole discretion of OSSE. The facility shall refrain from enrolling any new children until the Stop Placement has been lifted. Failure to comply with this status or with the District's child care eligibility policies will result in non-payment for children received after the effective date of the Stop Placement status. A Stop Placement action may occur due to non-compliance with licensing regulations, eligibility and attendance policies, or any other requirements set forth in this agreement or attached addendums. The Stop Placement status shall remain in effect until the non-compliance is remedied.
- (B) If a Provider materially fails to comply and/or maintain compliance with terms and conditions of this funding program, OSSE may:
 - (1) Temporarily withhold cash payments;
 - (2) Disallow all or part of the cost of the activity/action not in compliance;
 - (3) Wholly or partly suspend or terminate the current Agreement;
 - (4) Withhold further awards to provider pursuant to this Agreement or any other OSSE programs (e.g., Quality Improvement Network, Pre-K Enhancement and Expansion Program);
 - (5) Not exercise option years or renew at OSSE's discretion;
 - (6) Recoup any overpayments based on audit finding, investigation findings, late termination or calculation errors; and
 - (7) Take any other actions that may be legally available.
- (C) **DISALLOWANCE OF COSTS/REIMBURSEMENTS**
 - (1) OSSE shall disallow any costs or reimbursements that:
 - (a) OSSE determines were not expended and/or incurred in compliance with the terms and conditions of this funding program;

- (b) 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;
- (c) 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:
 - (i) Offset amounts due from other requests for reimbursement;
 - (ii) Withhold further awards to provider/grantee for the projector program; and
 - (iii) Take any other actions that may be legally available.

XXIV. SUPERSESSION

This Agreement supersedes any and all prior agreements between the Provider and the District regarding the provision of subsidized 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: _____
Sara Mead
Deputy Superintendent of Early Learning

_____ Date

FOR CHILD CARE SUBSIDY PROGRAM PROVIDER

BY: _____
Child Care Provider Signature
(*valid electronic signature is acceptable*)

_____ Date

Print Name

Tax Identification Number SAM UEI Number

Email Address: _____

Telephone Number: _____