

**Fiscal Year 2018
Provider Agreement for
Subsidized Child Care Services in the
District of Columbia**

Oct. 1, 2017-Sept. 30, 2018

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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 11 / 01 / 17 by and between the District of Columbia (District) through the Division of Early Learning (DEL) within the OSSE and Manley Science & Technology Center MSTC (Provider), a licensed child development facility located at:

Provider Site	Street Address	Zip Code	Ward
Science & Technology Center	4628 H Street, SE Washington, DC	20019	7

The purpose of this Agreement is to secure government subsidized child care services for children six weeks to 15 years of age, and up to age 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, 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 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

- i. The Provider shall comply and provide child care services to eligible families

in accordance 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 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.)) ("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. & 2016 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, 2016); and
 - h) Any other relevant OSSE policy issuances.
- ii. The Provider shall use an OSSE approved, research-based curriculum and an assessment tool aligned to the DC Common Core Early Learning Standards (DC CCELS).
 - iii. The Provider shall assess each enrolled child, within forty five (45) days of enrollment, through a developmental screening and submit 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.
 - iv. In accordance with parental consent and the Individual Family Service Plan (IFSP) or the Individual Education Plan (IEP), 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.
 - v. The Provider shall have a policy for engaging families and helping connect families to community resources and supports through the Child Care Resource and Referral Agency, other organizations, or District government agencies.
 - vi. The Provider shall maintain a current and working email address. The provider must be able to send and receive electronic information and communications as it relates to this Provider Agreement. Providers must have access to a computer, scanner, and printer with internet access at all times and maintain the ability to submit scanned documents or faxes.

- vii. The Provider shall immediately notify OSSE through its assigned Licensing Specialist of changes in operations, contact information, email, and telephone number. The Provider shall submit to its assigned Licensing Specialist, the Child Care Employee Appointment, Promotion or Separation Notification form to notify OSSE about staff changes within the facility.

B. SPECIFIC SERVICE REQUIREMENTS

- i. The Provider shall maintain a smoke-free environment as specified in the Department of Health Functions Clarification Amendment Act of 2006.
- ii. As a subsidized child care provider, the Provider shall certify that it will continue to provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of 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 and as required by the Drug Free Workplace Act of 1988, and implemented at 28 CFR Part 67, for grantees.
- iii. The Provider shall have drug-free workplace policies in place, maintain compliance with these policies and ensure that staff have access to resources for counseling and treatment when necessary.
- iv. 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.*). In accordance with the Language Access Act, the Provider shall provide oral, and if necessary, written, translation services to a person with limited or non-English proficiency who seeks access to or participates in the services, programs, or activities, including child care services provided based on this Agreement. First time applicants to the subsidized child care 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 the SARA.
- v. In addition to the privacy and confidential provisions in 5A DCMR § 130 *et seq.* protecting both child(ren) and families, the Provider shall ensure that any and all disclosures of information comply with all requirements regarding identifiable information under the Family Educational Rights and Privacy Act (34 CFR Part 99). First time applicants to the subsidy program and his/her employees or backup caregiver(s) must sign the *District of Columbia Non-Disclosure Form*. The Provider shall provide this certification through the Subsidy Agreement Renewal Application (SARA) annually.
- vi. 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

- i. 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.
- 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 nine months of 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. OSSE may stop the placement of new subsidy children at the child development facility with notice to the Provider, at the sole discretion of OSSE. The facility shall refrain from enrolling any new subsidy 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 policies, or requirements in this contract. The Stop Placement status shall remain in effect for non-compliance areas for a minimum of one calendar month.
- v. Providers that fail to comply with the timely submission of their annual certified financial statement or an A-133 Single Audit Report within nine months of the end of the Provider's fiscal year shall be placed on a Stop Placement.

B. SPECIFIC REQUIREMENTS

- i. Any Provider who receives District funds in the amount of \$100,000 or more pursuant to this Agreement shall pay its affiliated employees a living wage of no less than \$13.95 per hour in accordance with the “District of Columbia Living Wage Act of 2006”, effective June 8, 2006 (D.C. Law 16-188; D.C. Code §§ 2- 220.01 *et seq.*). Subsequent rates supersede prior rates and are hereby incorporated into this Agreement.
 - a) The Provider shall provide to each affiliated employee the Living Wage Fact Sheet, available here: <https://does.dc.gov/service/office-wage-hour-compliance>, and post the Living Wage Fact Sheet in a location that is visible to staff in the place of business.
 - b) The Provider shall ensure that a Provider’s sub-contractors, who receive \$15,000 or more of any funds received by the Provider pursuant to this Agreement, shall pay their affiliated employees no less than the living wage.
 - c) The Provider shall notify each subcontractor that would be subject to providing the living wage to affiliated employees, of this requirement in writing.
 - d) A Provider, or the Provider’s sub-contractor, may be exempt from the requirements of the Living Wage Act in the following circumstances:
 - 1) The Provider, or the Provider’s sub-contractor, 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;
 - 2) The Provider, or the Provider’s sub-contractor, is 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;
 - 3) The Provider, or the Provider’s sub-contractor, has entered into a contract or other agreement that is subject to higher wage level determinations required by federal law;
 - 4) The Provider, or the Provider’s sub-contractor, 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 Living Wage Act;
 - 5) The Provider, or the Provider’s sub-contractor, is 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; or

- 6) An employee of the Provider, or the Provider’s sub-contractor, is 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; provided that the employee does not replace employees subject to the provisions of the Living Wage Act.
- e) 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 \$13.95.
- f) 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 annually.

C. INSURANCES/LICENSES AND PERMITS

- i. The Provider, at its own expense, shall obtain and maintain in force throughout the period of this Agreement, the following types of insurance coverage, at minimum:
 - a) Commercial General Liability;
 - b) Professional Liability;
 - c) Umbrella “Follow Form” Liability;
 - d) Sexual Abuse and Molestation Liability;
 - e) Comprehensive vehicle liability, providing for bodily injury and property damage, for each motor vehicle the Provider uses to provide transportation services to children enrolled in the facility;
 - f) Workers’ compensation 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.*).
- ii. All insurance provided by the Provider as required by this section, except for comprehensive motor vehicle liability and workman's compensation insurance, shall also insure the District of Columbia against liabilities. 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.

III. REPORTING REQUIREMENTS

A. CHILD ATTENDANCE

- i. 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 DEL Attendance Form* or through an electronic attendance tracking system. The Provider shall maintain hard copies of attendance forms, including sign in and out sheets or an electronic archive file for five years.

- ii. The Provider shall ensure that all 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 subsidized care to OSSE via the Online Attendance Tracking System (OATS) no later than the fifth business day of each month (See Appendix A for the Annual Calendar). For children not in OATS, the provider must upload their attendance on the *DEL Attendance Form* to OATS. The OSSE reserves the right to demand additional documentation before payment is rendered.

B. QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS)

- i. The Provider shall participate in the District’s current “Going for the Gold!” or the enhanced Quality Rating and Improvement System (QRIS), or its succeeding tiered-quality rating system.
- ii. Providers still participating in the District’s current “Going for the Gold!” shall:
 - a) Meet the staff training criteria in accordance with its tier requirements:
 - 1) Child development centers (Bronze-21 clock hours; Silver 27 clock hours and Gold-32 clock hours);
 - 2) Child development homes (Bronze-12 clock hours; Silver 18 clock hours and Gold-24 clock hours);
 - 3) Expanded homes (Bronze-15 clock hours; Silver 21 clock hours and Gold 27 clock hours);
 - b) Meet the parent involvement and consumer satisfaction criteria in accordance with its tier requirements:
 - 1) Bronze - 2 parent meetings and 3 parent trainings;
 - 2) Silver - 4 parent meetings and 4 parent trainings; and
 - 3) Gold - 6 parent meetings and 6 parent trainings.
- iii. The Provider shall complete a Parent Meeting and Training Annual Plan identifying all parent trainings and meetings during the Provider Agreement period.
- iv. During this Agreement, the Provider shall prepare to migrate from Going for the Gold!, the District’s current QRIS, to Capital Quality, DC’s enhanced QRIS, if the Provider has not already migrated. Capital Quality consists of the

following components: 1) quality rating, 2) continuous quality improvement plan (CQIP), and 3) public-facing profile. Programs will develop and implement an annual CQIP that includes measurable goals, strategies, and timelines to benchmark progress, and will be involved in reviewing the CQIP each year.

- v. OSSE shall make payments in accordance with the Provider's assigned QRIS tier level.
- vi. Providers participating in Capital Quality shall participate in the following activities, including but not limited to:
 - a) Individual initial meeting (as applicable);
 - b) Three (3) to six (6) hours per month with a quality facilitator (the hours depend on the needs of the provider), at minimum;
 - c) Attending all Community of Practice meetings and webinars as scheduled by OSSE and quality facilitators; and
 - d) Completing and reviewing the continuous quality improvement plan (CQIP) on a monthly basis; and
 - e) Responding promptly (within 48 hours) to all requests from OSSE and quality facilitators.
- vii. The Provider shall allow OSSE officials, or authorized OSSE delegates or contractors, to conduct classroom observations and evaluations at the times scheduled.

IV. RECORDS AND REPORTS; RIGHT TO INSPECT AND COPY

A. RETENTION OF RECORDS

- i. 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 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.
- ii. 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.
- iii. OSSE shall hold the Provider accountable for any and all missing records or documentation supporting a child's participation in subsidized child care 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 subsidized child care program and indicated within the Subsidized Eligibility Child Care Policy Manual (rev. Sept. 2016).

- iv. 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).
- v. 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.

V. MONITORING

The Provider shall provide authorized OSSE staff or OSSE designees' access to the premises at all times. The Provider shall cooperate fully with any examination, including, but not limited, to monitoring visits, audits to verify recordkeeping, 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 a Stop Placement.

VI. FEES, PAYMENTS, RATES, AND HOURS OF SERVICE

The District shall pay the Provider at the rate(s) established by the Day Care Act rates and in accordance with subsequent changes to rates and co-payments as set forth in 5A DCMR §§ 200 *et seq.* (see Appendix B). 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. In order to receive the special needs rate, centers shall demonstrate the additional costs incurred by the center, such as related services, lower teacher child ratios, or additional staff related to the needs of children with special needs, to warrant the higher rate.
- ii. The District shall pay the Provider after the receipt and verification of the Provider's authorized admission forms and monthly Online Attendance Tracking System (OATS) Report (or paper attendance forms for non-traditional attendance).
- iii. The Provider shall submit monthly attendance each month by the fifth (5th) business day for services rendered the previous month. All supporting documentation should be included with the attendance form submission.
- iv. 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.

- v. 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 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.
- vi. 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.
- vii. 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.
- viii. Failure of the parent or guardian to comply with eligibility re-certification requirements in accordance within the established time frame may result in a delay or the forfeiture of payment to the Provider or termination of the child’s eligibility.

B. ATTENDANCE

- i. Payment will be authorized for the Provider for any of the following absences:
- ii. Five (5) days of unexcused absence per month before the payment is stopped for the balance of the month;
- iii. Fifteen (15) days of excused absences in a month may be approved. Excused absences may include childhood diseases or injury, 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
- iv. Fifteen (15) days of vacation annually during the period of eligibility.
- v. The parent(s) or guardian(s) is expected to notify the licensed child care facility in writing of plans to be absent.
- vi. Payment termination is justified after five (5) days of unexcused absence and 15 days of excused absence.

C. PAYMENT FOR HOLIDAYS AND CLOSURES

- i. The Provider may, but not required to, provide subsidized child care services on the following non-work holidays: Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, Christmas Day, New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Emancipation Day, Memorial Day, and Independence Day. The District shall also consider January 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.**
- ii. 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.
- iii. 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 close due to inclement weather.
- iv. The District shall pay the Provider the regular rate for each child enrolled to receive the subsidized child care services for up to five days during the term of the Agreement for professional development provided by certified trainers or certified training organizations. 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.
- v. The Provider must submit a request in writing and provide supporting documentation for the proposed dates of a facility 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 for approval shall result in non-payment for the closure.
- vi. The Provider shall also submit to OSSE and to enrolled parents an annual calendar with all closure dates, including holidays and professional development and training dates.
- vii. The Provider shall pay its employees for the non-work holidays, inclement weather days, and staff development days as outlined in herein. Failure to adhere to this subsection of the Agreement will result in Stop Placement and a referral to the District’s Wage Board for further investigation.
- viii. 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 2016) and 5-A DCMR Chapter 2 regarding eligibility determinations.

D. 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/guardian. 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. The District is not responsible to recover any monies that are owed to a Provider by the parent(s) or guardian(s).

VII. OTHER REQUIREMENTS

A. CONDUCT AND PENALTY FOR FALSIFICATION OF DOCUMENTS

All approved providers with executed Provider Agreements for Subsidized Child Care are expected to uphold the highest standard of conduct and ethics at all times. The following policies enforce this standard of conduct and ethics:

- i. The OSSE is required to investigate all allegations of misconduct.
- ii. The OSSE shall refer all allegations of falsifying, forging, or altering of documents to the District of Columbia's Office of the Inspector General.
- iii. 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.
- iv. Any provider or designee who falsifies forges or alters documents to obtain a rate assigned to a higher tier in the "Tiered Rate Reimbursement System" 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.
- v. Any provider who falsifies, forges, or alters documents risks revocation of the Provider Agreement and termination from participation in the subsidized child care program by the OSSE.
- vi. Any provider who is confirmed to have violated the requirements of the Provider Agreement may be referred to the 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 any and all taxes and fees incurred from the payments received pursuant to this Agreement.

VIII. NON-DISCRIMINATION

The Provider shall not discriminate against any child, family, any 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).

IX. 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.

X. 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.

XI. 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 OATS monthly attendance from the Provider, and any additional documentation requested by the OSSE. Providers shall maintain an updated Automated Clearing House (ACH) form on file in order to receive payment via direct deposit.

XII. DURATION OF CONTRACT

This Agreement shall be effective from the date OSSE's Assistant Superintendent of Early Learning signs the Agreement until Sept. 30, 2018, unless renewed by the District prior to the expiration date. Should the OSSE deem the Provider qualified for renewal, OSSE shall send the Provider a written notice prior to the expiration date of the existing

Agreement.

XIII. TERMINATION OF AGREEMENT

- A.** The Provider must report to DEL no less 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 in order to reconcile any payment differences. The Provider shall also notify parents no less than 30 calendar days 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.

XIV. 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, 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.

XV. 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 Assistant 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 Assistant 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 Assistant Superintendent of Early Learning receives the written statement, the Assistant 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 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.

D. 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 Agreement.

A. UNDERPAYMENT OF FUNDS

The Provider shall comply with the policies and procedures set forth in the Section 800.5 of the Subsidized Eligibility Child Care Policy Manual.

B. OVERPAYMENT OF FUNDS

- i. The Provider shall comply with the policies and procedures set forth in Section 800.4 of the Subsidized Eligibility Child Care Policy Manual.
- ii. The Provider shall make recoupments in no more than three (3) installments, unless doing so would create a zero or negative balance (*see* Appendix B).

XVII. 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.

XVIII. EFFECTIVE DATE

This Agreement is effective as of the date of the signature of the Assistant Superintendent of Early Learning (or an authorized representative) in DEL.

XIX. GOVERNING LAW

This 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: victoria manley Phone No.: 202-584-7334

Address: 4628 H St. SE WDC 20019

XXI. CONTACT PERSON FOR PROVIDER QUESTIONS AND CONCERNS

The Provider may contact the Director of Operations and Management in the Division of Early Learning to resolve any questions or concerns about this Agreement by calling (202) 727-6436.

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:
 - i. The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
 - ii. 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. 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.
- ii. If a Provider materially fails to comply and/or maintain compliance with terms and conditions of this funding program, the 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;
- d) Withhold further awards to provider/grantee pursuant to this Agreement or any other OSSE programs (e.g., Quality Improvement Network, Pre-K Enhancement Program);
- e) Not exercise option years or renew at OSSE's discretion;
- f) Recoupment of any overpayments based on audit finding, late termination, or calculation errors (*see* Appendix B); and
- g) Take any other actions that may be legally available.

B. DISALLOWANCE OF COSTS/REIMBURSEMENTS

- i. The OSSE shall disallow any costs or reimbursements that:
 - a) The OSSE determines were not expended and/or incurred in compliance with the terms and conditions of this funding program;
 - b) The 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) The 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 the OSSE any disallowed cost/reimbursements, and if disallowed, cost/reimbursements are not received by the OSSE within a reasonable period of time after making a demand for payment, the OSSE may:
 - 1) Offset amounts due from other requests for reimbursement;
 - 2) Withhold further awards to provider/grantee for the projector program; and
 - 3) 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: _____ Date
Elizabeth Groginsky,
Assistant Superintendent of Early Learning

FOR CHILD CARE SUBSIDY PROGRAM PROVIDER:

BY: *Victoria Manley* Nov 4, 2017
Victoria Manley (Nov 4, 2017)

Child Care Provider Signature (*valid electronic signature is acceptable*) Date
Victoria Manley

Print Name

45-2842170 968947213
Tax Identification Number DUNS Number

Email Address: vicman1@comcast.net

Telephone Number: 202-584-7334 Fax Number: 202-525-1546

XXVII. APPENDICES

APPENDIX A.

FY18 OATS ATTENDANCE SUBMISSION DATES

The Provider shall submit the attendance data for each child in subsidized care to OSSE via the Online Attendance Tracking System (OATS) no later than the fifth business day of each month. Payment can be expected by the end of each month when the attendance is submitted on time.

Month	Attendance Due Date (5th Business Day)
October	November 7, 2017
November	December 7, 2017
December	January 8, 2018
January	February 7, 2018
February	March 7, 2018
March	April 6, 2018
April	May 7, 2018
May	June 7, 2018
June	July 9, 2018
July	August 7, 2018
August	September 10, 2018
September	October 5, 2018

APPENDIX B.

TIERED REIMBURSEMENT RATES AND PARENT SLIDING FEE SCALE

The following tables only provide the reimbursement rate and sliding fee scale as set forth in 5A DCMR Chapter 2, available here:

<http://dcregs.dc.gov/Gateway/NoticeHome.aspx?noticeid=6735697>.

Please review the full rulemaking to ensure compliance with all applicable provisions.

Bronze Tier - Child Development Center						
	Full-Time Traditional	Part-Time Traditional	Extended Day Full-Time	Extended Day Part-Time	Full-Time Nontraditional	Part-Time Nontraditional
Infant and Toddler	\$ 48.68	\$ 29.20	\$ 53.55	\$ 34.07	\$ 60.83	\$36.51
Infant and Toddler Special Needs	\$ 77.78	\$ 46.40	--	--	--	--
Pre-school	\$ 29.21	\$ 17.53	\$ 32.13	\$ 20.45	\$ 36.51	\$ 21.91
Pre-school Before and After	\$ 29.21	\$ 17.53	\$ 32.13	\$ 20.45	--	--
School-Age Before <i>and</i> After	\$ 20.00	\$ 12.25	\$ 22.00	\$ 13.20	\$ 24.59	\$ 14.75
School-Age Before <i>or</i> After	\$ 20.00	\$ 9.19	--	--	--	--
Pre-school and School-Age Special Needs	\$ 61.49	\$ 36.68	--	--	--	--

Bronze Tier - Child Development Home						
	Full-Time Traditional	Part-Time Traditional	Extended Day Full-Time	Extended Day Part-Time	Full-Time Nontraditional	Part-Time Nontraditional
Infant and Toddler	\$ 36.04	\$ 21.62	\$ 39.61	\$ 25.22	\$ 45.05	\$ 27.04
Pre-school	\$ 22.03	\$ 13.22	\$ 24.23	\$ 15.42	\$ 27.53	\$ 16.52
Pre-school Before and After	\$ 22.03	\$ 13.22	\$ 24.23	\$ 15.42	--	--
School-Age Before <i>and</i> After	\$ 20.00	\$ 12.25	\$ 22.00	\$ 13.20	\$ 24.59	\$ 14.75
School-Age Before <i>or</i> After	\$ 20.00	\$ 9.19	--	--	--	--

Silver Tier - Child Development Center						
	Full-Time Traditional	Part-Time Traditional	Extended Day Full-Time	Extended Day Part-Time	Full-Time Nontraditional	Part-Time Nontraditional
Infant and Toddler	\$56.51	\$ 33.90	\$ 62.17	\$ 39.56	\$ 70.64	\$ 42.39
Infant and Toddler Special Needs	\$ 77.78	\$ 46.40	--	--	--	--
Pre-school	\$ 35.60	\$ 21.36	\$ 39.16	\$ 24.92	\$ 44.50	\$ 26.70
Pre-school Before and After	\$ 35.60	\$ 21.36	\$ 39.16	\$ 24.92	--	--
School-Age Before <i>and</i> After	\$ 25.43	\$ 15.26	\$ 27.97	\$ 16.79	\$ 30.92	\$ 18.55
School-Age Before <i>or</i> After	\$ 25.43	\$ 11.45	--	--	--	--
Pre-school and School-Age Special Needs	\$ 61.49	\$ 36.68	--	--	--	--

Silver Tier - Child Development Home						
	Full-Time Traditional	Part-Time Traditional	Extended Day Full-Time	Extended Day Part-Time	Full-Time Nontraditional	Part-Time Nontraditional
Infant and Toddler	\$ 39.30	\$ 23.58	\$ 43.24	\$ 27.51	\$ 49.14	\$29.48
Pre-school	\$ 24.53	\$ 14.72	\$ 26.98	\$ 17.17	\$ 30.66	\$ 18.40
Pre-school Before and After	\$ 24.53	\$ 14.72	\$ 26.98	\$ 17.17	--	--
School-Age Before <i>and</i> After	\$ 22.90	\$ 13.74	\$ 25.19	\$ 15.11	\$ 27.08	\$ 16.25
School-Age Before <i>or</i> After	\$ 22.90	\$ 10.31	--	--	--	--

Gold Tier - Child Development Center						
	Full-Time Traditional	Part-Time Traditional	Extended Day Full-Time	Extended Day Part-Time	Full-Time Nontraditional	Part-Time Nontraditional
Infant and Toddler	\$ 65.07	\$ 39.05	\$ 71.58	\$ 45.55	\$ 81.34	\$ 48.81
Infant and Toddler Special Needs	\$ 77.78	\$ 46.40	--	--	--	--
Pre-school	\$ 42.00	\$ 25.20	\$ 46.20	\$ 29.40	\$ 52.50	\$ 31.50
Pre-school Before and After	\$ 42.00	\$ 25.20	\$ 46.20	\$ 29.40	--	--
School-Age Before <i>and</i> After	\$ 32.00	\$ 19.20	\$ 35.20	\$ 21.12	\$ 38.91	\$ 23.35
School-Age Before <i>or</i> After	\$ 32.00	\$ 14.40	--	--	--	--
Pre-school and School-Age Special Needs	\$ 61.49	\$ 36.68	--	--	--	--

Gold Tier - Child Development Home						
	Full-Time Traditional	Part-Time Traditional	Extended Day Full-Time	Extended Day Part-Time	Full-Time Nontraditional	Part-Time Nontraditional
Infant and Toddler	\$ 44.28	\$ 26.57	\$ 48.71	\$ 31.00	\$ 55.34	\$ 33.21
Pre-school	\$ 28.00	\$ 16.80	\$ 30.80	\$ 19.60	\$ 35.00	\$ 21.00
Pre-school Before and After	\$ 28.00	\$ 16.80	\$ 30.80	\$ 19.60	--	--
School-Age Before <i>and</i> After	\$ 25.80	\$ 15.48	\$ 28.38	\$ 17.03	\$ 30.51	\$ 18.31
School-Age Before <i>or</i> After	\$ 25.80	\$ 11.61	--	--	--	--

Note the specific reimbursement rates for the following:

- The payment rate for infants and toddlers enrolled in a child development home in the Quality Improvement Network shall be \$65.07.
- The payment rate for Quality Improvement Network enrolled infants and toddlers in a child development center shall be \$83.75.
- The District of Columbia shall pay child development centers in the Level II Provider program the full amount of the payment rate pursuant to Subsection 203.1 and shall allow such centers to collect a parent co-pay, based on the sliding fee scale set forth below, if applicable.
- The District of Columbia shall pay child development homes in OSSE’s Shared Services Business Alliance the full amount of the payment rate pursuant to Subsection 203.1 and shall allow such homes to collect a parent co-pay, based on the sliding fee scale set forth below, if applicable.

Relative Child Care Rates						
Age Group	Full-Time Traditional	Part-Time Traditional	Extended Day Full-Time	Extended Day Part-Time	Full-Time Nontraditional	Part-Time Nontraditional
Infant and Toddler	\$ 24.18	\$ 14.50	\$ 26.60	\$ 16.93	\$ 30.23	\$ 18.14
Pre-school	\$ 14.33	\$ 8.60	--	--	--	--
Pre-school Before and After	\$ 14.33	\$ 8.60	--	--	--	--
School-Age Before <i>and</i> After	\$ 13.92	\$ 8.35	\$ 15.31	\$ 9.74	\$ 17.40	\$ 10.44
School-Age Before <i>or</i> After	\$ 13.92	\$ 4.18	--	--	--	--

In-Home Child Care Rates						
Age Group	Full-Time Traditional	Part-Time Traditional	Extended Day Full-Time	Extended Day Part-Time	Full-Time Nontraditional	Part-Time Nontraditional
Infant and Toddler	\$ 14.18	\$ 8.51	\$ 15.60	\$ 9.93	\$ 17.73	\$ 10.64
Pre-School	\$ 8.70	\$ 5.22	\$ 9.57	\$ 6.09	\$ 10.88	\$ 6.53
Pre-school Before and After	\$ 8.70	\$ 5.22	\$ 9.57	\$ 6.09	--	--
School-Age Before <i>and</i> After	\$ 7.54	\$ 4.52	\$ 8.29	\$ 5.28	\$ 9.43	\$ 5.66
School-Age Before <i>or</i> After	\$ 7.54	\$ 4.14	--	--	--	--

The following schedule of co-payments shall apply to services provided by a child development facility or relative or in-home caregiver providing child care services subsidized by the District of Columbia:

Sliding Fee Scale 2017						Daily Co-Pay			
						Children in Care			
%FPG	Annual Income by Family Size					Full Time		Part Time	
	1	2	3	4	5	First	Second	First	Second
0-50%	\$6,030	\$8,120	\$10,210	\$12,300	\$14,390	\$ -	\$ -	\$ -	\$ -
51-60%	\$7,236	\$9,744	\$12,252	\$14,760	\$17,268	\$ -	\$ -	\$ -	\$ -
61-70%	\$8,442	\$11,368	\$14,294	\$17,220	\$20,146	\$ -	\$ -	\$ -	\$ -
71-80%	\$9,648	\$12,992	\$16,336	\$19,680	\$23,024	\$ -	\$ -	\$ -	\$ -
81-90%	\$10,854	\$14,616	\$18,378	\$22,140	\$25,902	\$ -	\$ -	\$ -	\$ -
91-100%	\$12,060	\$16,240	\$20,420	\$24,600	\$28,780	\$ -	\$ -	\$ -	\$ -
101-110%	\$13,266	\$17,864	\$22,462	\$27,060	\$31,658	\$ 1.02	\$ 0.35	\$ 0.51	\$ 0.18
111-120%	\$14,472	\$19,488	\$24,504	\$29,520	\$34,536	\$ 1.30	\$ 0.45	\$ 0.65	\$ 0.23
121-130%	\$15,678	\$21,112	\$26,546	\$31,980	\$37,414	\$ 1.61	\$ 0.56	\$ 0.80	\$ 0.28
131-140%	\$16,884	\$22,736	\$28,588	\$34,440	\$40,292	\$ 1.95	\$ 0.68	\$ 0.97	\$ 0.34
141-150%	\$18,090	\$24,360	\$30,630	\$36,900	\$43,170	\$ 2.32	\$ 0.80	\$ 1.16	\$ 0.40
151-160%	\$19,296	\$25,984	\$32,672	\$39,360	\$46,048	\$ 2.72	\$ 0.94	\$ 1.36	\$ 0.47
161-170%	\$20,502	\$27,608	\$34,714	\$41,820	\$48,926	\$ 3.15	\$ 1.09	\$ 1.58	\$ 0.55
171-180%	\$21,708	\$29,232	\$36,756	\$44,280	\$51,804	\$ 3.62	\$ 1.25	\$ 1.81	\$ 0.63
181-190%	\$22,914	\$30,856	\$38,798	\$46,740	\$54,682	\$ 4.11	\$ 1.43	\$ 2.06	\$ 0.71
191-200%	\$24,120	\$32,480	\$40,840	\$49,200	\$57,560	\$ 4.64	\$ 1.61	\$ 2.32	\$ 0.80
201-210%	\$25,326	\$34,104	\$42,882	\$51,660	\$60,438	\$ 5.20	\$ 1.80	\$ 2.60	\$ 0.90
211-220%	\$26,532	\$35,728	\$44,924	\$54,120	\$63,316	\$ 5.78	\$ 2.00	\$ 2.89	\$ 1.00
221-230%	\$27,738	\$37,352	\$46,966	\$56,580	\$66,194	\$ 6.40	\$ 2.22	\$ 3.20	\$ 1.11
231-240%	\$28,944	\$38,976	\$49,008	\$59,040	\$69,072	\$ 7.05	\$ 2.44	\$ 3.53	\$ 1.22
241-250%	\$30,150	\$40,600	\$51,050	\$61,500	\$71,950	\$ 7.73	\$ 2.68	\$ 3.87	\$ 1.34
251-260%	\$31,356	\$42,224	\$53,092	\$63,960	\$74,828	\$ 8.44	\$ 2.93	\$ 4.22	\$ 1.46
261-270%	\$32,562	\$43,848	\$55,134	\$66,420	\$77,706	\$ 9.18	\$ 3.18	\$ 4.59	\$ 1.59
271-280%	\$33,768	\$45,472	\$57,176	\$68,880	\$80,584	\$ 9.96	\$ 3.45	\$ 4.98	\$ 1.73
281-290%	\$34,974	\$47,096				\$ 10.76	\$ 3.73	\$ 5.38	\$ 1.86
291-300%	\$36,180					\$ 11.60		\$ 5.80	\$ -

Sliding Fee Scale 2017

						Daily Co-Pay			
						Children in Care			
Annual Income by Family Size						Full Time		Part Time	
%FPG	6	7	8	9	10	First	Second	First	Second
0-50%	\$16,480	\$18,570	\$20,660	\$22,750	\$24,840	\$ -	\$ -	\$ -	\$ -
51-60%	\$19,776	\$22,284	\$24,792	\$27,300	\$29,808	\$ -	\$ -	\$ -	\$ -
61-70%	\$23,072	\$25,998	\$28,924	\$31,850	\$34,776	\$ -	\$ -	\$ -	\$ -
71-80%	\$26,368	\$29,712	\$33,056	\$36,400	\$39,744	\$ -	\$ -	\$ -	\$ -
81-90%	\$29,664	\$33,426	\$37,188	\$40,950	\$44,712	\$ -	\$ -	\$ -	\$ -
91-100%	\$32,960	\$37,140	\$41,320	\$45,500	\$49,680	\$ -	\$ -	\$ -	\$ -
101-110%	\$36,256	\$40,854	\$45,452	\$50,050	\$54,648	\$ 1.02	\$ 0.35	\$ 0.51	\$ 0.18
111-120%	\$39,552	\$44,568	\$49,584	\$54,600	\$59,616	\$ 1.30	\$ 0.45	\$ 0.65	\$ 0.23
121-130%	\$42,848	\$48,282	\$53,716	\$59,150	\$64,584	\$ 1.61	\$ 0.56	\$ 0.80	\$ 0.28
131-140%	\$46,144	\$51,996	\$57,848	\$63,700	\$69,552	\$ 1.95	\$ 0.68	\$ 0.97	\$ 0.34
141-150%	\$49,440	\$55,710	\$61,980	\$68,250	\$74,520	\$ 2.32	\$ 0.80	\$ 1.16	\$ 0.40
151-160%	\$52,736	\$59,424	\$66,112	\$72,800	\$79,488	\$ 2.72	\$ 0.94	\$ 1.36	\$ 0.47
161-170%	\$56,032	\$63,138	\$70,244	\$77,350	\$84,456	\$ 3.15	\$ 1.09	\$ 1.58	\$ 0.55
171-180%	\$59,328	\$66,852	\$74,376	\$81,900	\$89,424	\$ 3.62	\$ 1.25	\$ 1.81	\$ 0.63
181-190%	\$62,624	\$70,566	\$78,508	\$86,450	\$94,392	\$ 4.11	\$ 1.43	\$ 2.06	\$ 0.71
191-200%	\$65,920	\$74,280	\$82,640	\$91,000	\$99,360	\$ 4.64	\$ 1.61	\$ 2.32	\$ 0.80
201-210%	\$69,216	\$77,994	\$86,772	\$95,550		\$ 5.20	\$ 1.80	\$ 2.60	\$ 0.90
211-220%	\$72,512	\$81,708	\$90,904	\$100,100		\$ 5.78	\$ 2.00	\$ 2.89	\$ 1.00
221-230%	\$75,808	\$85,422	\$95,036			\$ 6.40	\$ 2.22	\$ 3.20	\$ 1.11
231-240%	\$79,104	\$89,136				\$ 7.05	\$ 2.44	\$ 3.53	\$ 1.22
241-250%	\$82,400	\$92,850				\$ 7.73	\$ 2.68	\$ 3.87	\$ 1.34
251-260%	\$85,696					\$ 8.44	\$ 2.93	\$ 4.22	\$ 1.46
261-270%	\$88,992					\$ 9.18	\$ 3.18	\$ 4.59	\$ 1.59
271-280%	\$92,288					\$ 9.96	\$ 3.45	\$ 4.98	\$ 1.73
281-290%						\$ 10.76	\$ 3.73	\$ 5.38	\$ 1.86
291-300%						\$ 11.60		\$ 5.80	\$ -

APPENDIX C.

CHILD CARE RECOUPMENT PROCEDURE AND POLICY

DISTRICT OF COLUMBIA
OFFICE OF THE STATE SUPERINTENDENT OF EDUCATION



Division of Early Learning

- Action Required
 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.

Administrative Issuance: Child Care Payment Recoupment Policy

2

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 20 percent or less will be recovered from the next issuance, at one time;
- 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 61 percent 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.