

**Department of Human Services
Subsidized Daycare Provider
Standard Language Document (SLD) Instructions**

As a sub recipient of Federal and State funds, **ALL** daycare providers (including day care centers, registered in-home providers and home providers) in NJ providing subsidized daycare services are required to **read and sign** the Department of Human Services, Standard Language Document (SLD).

Providers are required to read the 23 page Standard Language Document and Annex A and B and return 2 signed copies of page 23, the signature page with the Annex A and B.

Advance Payments:

As a result of the delay in relaying the electronic funds transfer (EFT - direct deposits), which will occur later than the payment under the former voucher system, the DHS, Division of Family Development (DFD) will provide an advance payment to eligible providers. To be eligible, providers must return the SLD. Non-CBC providers must be in satisfactory status with all required Federal and State licensing issues. Any provider declining the advance payment must notify the CCR&R in writing.

Please note that advance payments will not be issued for Work First vouchers.

Contact your CCR&R with any questions.

Copies of the required documents that must be returned are attached. Return two SLD - Signature Pages (page 23 of the SLD with the Annex A and Annex B to the CCR&R).

Refer to the website link - see below - for the full terms and conditions of the SLD. Each provider is responsible to read pages 1 - 22 and must return two original page Signature Pages - Page 23) with original signatures and the Annex A and Annex B.

IMPORTANT:

Please note: All forms should be returned to the County CR&R. Do not mail them back to Trenton as this may delay the receipt of your advance payment.

Any provider declining the advance payment should submit a written request to the CCR&R.

Specific Form Instructions:

For the SLD:

1. Page 23 of the SLD – Signature Page - The provider(licensed day care center, registered in home provider or home provider) only needs to complete/enter the information on the left hand side:

BY: Complete with their signature and **print or type** their name,

Title: Owner or Director

Provider Agency: Name of the agency (licensed day care center, registered in home provider or home provider). A home provider can enter self.

Bottom of the page – Provider Contact Individual – Enter Name

Federal ID#: Enter the federal tax ID number if one has been assigned

All other data will be blank. There is no contract number, effective or termination date date, ceiling etc.

Annex A:

2. On the Annex A – Enter the Provider/Center Name.

Annex B:

3. On the Annex B – Enter the Provider/Center Name. Please do not fill in the advance payment amount. This amount will be completed by the CCR&R once the advance payment has been disbursed.

Web Site Access:

The link should be entered as:

www.state.nj.us/humanservices/dfd/info/standard/

You should see:

Standard Contract Packages



The DHS Contract Manuals are online and provide further information and instructions in assisting your agency in completing the forms.

[New - Executive Director Letter, Third Party Provider - 061510](#) (pdf)

[New - Third Party Contract Amendments - 060910](#) (doc)

[New - Third Party Contract Amendments Q&A](#) (doc)

[Standard Language Document](#) (doc) (This is the SLD – 23 pages. Read the terms and conditions noted in pages 1 -22).

[Standard Language Document Signature Page \(p.23\)](#) (This is page 23 – please complete the information on the left hand side (as noted above) and return 2 signed – originals to the CCR&R).

As an alternate:

The link can be found from the State of New Jersey home page :

www.nj.gov

Upper right hand side - Click Departments

From the left side column - Click Human Services

From the left side - Click Divisions & Offices

Select Division of Family Development

Select Information for Providers, Stakeholders ...

Select Standard Contract Documents

The fourth choice is:

**Standard Language Document and the next choice is
Standard Language Document – Signature Page (page 23)**

With regard to completing the forms:

4. Page 23 of the SLD – Signature Page - The provider only needs to complete/enter the information on the left hand side:

BY: Complete with their signature and print/type their name,

Title: Owner or Director

Provider Agency: Name of the agency,

Provider Agency: Name of the center

Bottom of the page – Provider Contact Individual – Enter Name

All other data will be blank. There is no contract number, effective or termination date
date, ceiling etc.

5. On the Annex A – Enter the Provider/Center Name.
6. On the Annex B – Enter the Provider/Center Name. Please do not fill in the advance payment amount. This amount will be completed by the CCR&R once the advance payment has been disbursed.

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 23 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: _____
(signature)

BY: _____
(signature)

(print/type name)

(type name)

TITLE: _____
(type)

TITLE: _____
(type)

**PROVIDER
AGENCY:** _____
(type)

**DEPARTMENTAL
COMPONENT:** _____
(type)

DATE: _____

DATE: _____

Contract Effective Date: _____

Contract Expiration Date: _____

Contract Number: _____

Contract Ceiling: _____

Federal ID#: _____

Provider Contact Individual: _____
(Print Name)

Provider Name: _____

Childcare Voucher Services - Annex A - page 1 of 2

Due to the implementation of the electronic childcare system, e-Child Care, on October 1, 2011 and the change in payment method and the timing of payments, the Division of Family Development (DFD) may issue an advance payment (**Advance**) to eligible childcare providers. To be eligible for this advance your agency must be in satisfactory status and must be in compliance with all Federal or State regulatory requirements.

State funds and the Federal Child Care Development Fund provides available, affordable, and quality child care services to eligible families who meet the work and educational requirements set by New Jersey Department of Human Services, Division of Family Development.

As a condition of receiving Federal and/or state funds, the Provider Agency **shall** at a minimum:

- a) Provide quality services and care;
- b) Utilize a research based curriculum;
- c) Submit, as deemed necessary by the Department of Human Services (DHS) and/or Designee, Level of Service, Programmatic or Financial Reports on forms to be provided by DHS and/or Designee;
- d) Have on file, and available for review upon request, an emergency preparedness plan;
- e) Collect co-pays (family contribution), when applicable;
- f) Maintain communication among staff and parents to strengthen and support families;
- g) Have an internal record keeping system;
- h) Allow DHS and/or Designee to conduct program monitoring and/or case file reviews to ensure compliance with applicable contracting and program requirements,
- i) Conduct an annual program assessment and have it available upon request by DHS or its Designee;
- j) Become a member of the registry through Professional Impact New Jersey;
- k) Develop partnerships and collaborations to improve services to children and families;
- l) Agree to repay any Advance in full as specified in Annex B and in accordance with the time frames specified; and
- m) Agree that any over-authorizations identified will be subject to recovery through a subsequent reduction in funding via recoupment from future voucher payments.

Debarment Clause

Pursuant to N.J.A.C.10:3-1, DHS may suspend or debar a Provider, Provider Agency or Affiliate of a Provider Agency from contracting with the Division of Family Development on the basis of lack of responsibility as evidenced by an offense, failure, or inadequacy of performance, for a reasonable period of time commensurate with the seriousness of the offense, failure, or inadequacy of performance. Suspension or debarment causes include, but are not limited to: the violation of State or Federal laws incident to obtaining a contract or in the performance of a contract; State or Federal offenses indicating a lack of business integrity or honesty; willful failure to perform or a record of failure to perform in accordance with the contracting terms; and any other cause affecting responsibility as a State contractor of such a serious and compelling nature as may be determined by DHS. The decision to suspend or debar a Provider, Provider Agency or Affiliate is within the discretion of DHS, unless otherwise provided by law, and shall be rendered in the best interests of the State.

Provider Name: _____

October 1, 2011 Advance \$ _____ (to be completed by CCR&R)

Childcare Voucher Services - Annex B

Advance Payment (Advance) and Repayment Agreement

Upon execution of a signed Standard Language Document (SLD), Annex A and Annex B, the Division of Family Development (DFD) will provide an advance payment (**Advance**) to eligible childcare providers.

The **Advance** or outstanding (unpaid) balance will automatically be deducted from the automated electronic payments (direct deposits) commencing with the implementation of e-Child Care. Repayment of the **Advance** will be accomplished by reducing the direct deposits, subsequent to the initial electronic deposit, until the **Advance** is recovered. In no case shall repayment of the **Advance** extend beyond March 31, 2012. DFD shall notify a Provider Agency of the repayment terms.

As a condition of accepting the advance payment, the Provider Agency agrees to the following terms:

1. The entire amount of the **Advance** will be repaid to the Division of Family Development (DFD) no later than March 31, 2012.
2. In the event the direct deposit through e-Child Care that is based on the actual level of service provided for a bi-weekly period is only sufficient to repay the scheduled **Advance**, this circumstance shall not result in the disbursement of any additional funds to the center for the services provided during the bi-weekly period.
3. In the event that actual level of service provided for a bi-weekly period and the resultant direct deposit through e-Child Care are not sufficient to repay the **Advance**, the Provider Agency agrees to reimburse the Division of Family Development in the amount necessary to meet the scheduled repayment amount for the **Advance** as determined by the Division of Family Development.
4. If for any reason the **Advance** is not fully repaid from the direct deposits resulting from e-Child Care, the Provider Agency agrees to immediately reimburse the outstanding balance of the unpaid **Advance** to the Division of Family Development.
5. If the Provider Agency or the State terminates the agreement for childcare services, the Provider Agency agrees to immediately return the **Advance** or repay the outstanding balance of the unpaid **Advance** to the Division of Family Development.
6. In accordance with Department of Human Services and Department of Treasury regulations, any outstanding

balance of the unpaid **Advance** that has not been repaid by March 31, 2012 to the Division of Family Development will be referred to the Department of Treasury for appropriate action and collection efforts.