

FCC ECC Agreement
October 2011

DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT
FAMILY CHILD CARE ADVANCE AND REPAYMENT AGREEMENT
OCTOBER 1, 2011 TO SEPTEMBER 30, 2012

Subsidized Child Care Advance and Repayment Agreement
For
Family Child Care Providers

Due to the implementation of the electronic childcare system, e-Child Care, on November 6, 2011, the Division of Family Development (DFD) may issue an advance payment (**Advance**) to eligible Family Child Care Providers. To be eligible for this advance you 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 sub-recipient of Federal and State funds through an advance payment; Family Child Care Providers are required to review and sign the Advance Payment (**Advance**) and Repayment Agreement.

DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT
FAMILY CHILD CARE ADVANCE AND REPAYMENT AGREEMENT
OCTOBER 1, 2011 TO SEPTEMBER 30, 2012

Family Child Care Provider Name: _____

County: _____

Date: _____ Advance \$ _____ (to be completed by CCR&R)

**Child Care Services
Advance Payment (Advance) and Repayment Agreement**

Upon execution of a signed Advance Payment and Repayment Agreement, the Division of Family Development (DFD) will provide an advance payment (**Advance**) to eligible Family Child Care 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 by 10% each pay period, subsequent to the initial electronic deposit, until the **Advance** is recovered. ~~In no case shall repayment of the **Advance** extend beyond April 30, 2012.~~

As a condition of accepting the advance payment, the Family Child Care Provider 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 April 30, 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 Family Child Care Provider 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 Family Child Care Provider agrees to immediately reimburse the outstanding balance of the unpaid **Advance** to the Division of Family Development.
5. If the Family Child Care Provider or the State terminates the agreement for childcare services, the Family Child Care Provider 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 April 30, 2012 to the Division of Family Development will be referred to the Department of Treasury for appropriate action and collection efforts.

DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT
FAMILY CHILD CARE ADVANCE AND REPAYMENT AGREEMENT
OCTOBER 1, 2011 TO SEPTEMBER 30, 2012

STATE OF NEW JERSEY

SIGNATURES AND DATES

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement.

This Agreement contains (3) pages and is the entire agreement. Oral evidence tending to contradict, amend or supplement the Agreement is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

Agreement Effective Date: October 1, 2011 to September 30, 2012

Family Child Care Provider Name: _____

Family Child Care Provider Signature

Title

Date

Department of Human Services, Division of Family Development

DHS/DFD Signature

Title

Date

FCC ECC Agreement
October 2011

DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT
FAMILY CHILD CARE ADVANCE AND REPAYMENT AGREEMENT
OCTOBER 1, 2011 TO SEPTEMBER 30, 2012

STATE OF NEW JERSEY

SIGNATURES AND DATES

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement.

This Agreement contains (3) pages and is the entire agreement. Oral evidence tending to contradict, amend or supplement the Agreement is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

Agreement Effective Date: October 1, 2011 to September 30, 2012

Family Child Care Provider Name: _____

Family Child Care Provider Signature

Title

Date

Department of Human Services, Division of Family Development

DHS/DFD Signature

Title

Date

STATE OF NEW JERSEY - DEPARTMENT OF HUMAN SERVICES
Division of Family Development
Childcare Center: E-ChildCare (ECC) Agreement

SIGNATURES AND DATES

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement set forth in the Annex A and Annex B on the attached pages.

This Agreement contains (5) pages and constitutes the entire agreement between the parties. Oral evidence tending to contradict, amend or supplement the Agreement is inadmissible; the parties having made the Agreement as the final and complete expression of their agreement.

Please indicate whether or not you are interested in the advance payment

Yes - Interested in advance payment No - not interested in advance payment

Agreement Effective Date: November 6, 2011 to September 30, 2012

Child Care Provider Name: _____

Provider Signature

Title

Date

County

Department of Human Services, Division of Family Development

DHS/DFD Signature

Title

Date

Provider Name: _____

Childcare Voucher Services - Annex A - page 1 of 2

Due to the implementation of the electronic childcare system, e-Child Care, on November 6, 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 operating in good standing, not debarred and must be in compliance with all Federal or State legal and regulatory requirements.

State funds and the Federal Child Care Development Fund provide available, affordable, and quality child care services to eligible families who meet the work and educational requirements set by the 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 or plan on utilizing 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 its 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) Consider becoming 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 timeframes 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.

Childcare Voucher Services - Annex A - page 2 of 2

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 thereof is within the discretion of DHS, unless otherwise provided by law, and shall be rendered in the best interests of the State.

Provider Name: _____

Advance \$ _____ (to be completed by CCR&R)

Childcare Voucher Services - Annex B

Advance Payment (Advance) and Repayment Agreement

Upon execution of a signed ECC, 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 April 30, 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 April 30, 2012.
2. In the event that 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 April 30, 2012 to the Division of Family Development will be referred to the Department of Treasury for appropriate action and collection efforts.