AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract; CCCAP; Contracted Slots Pilot Program

Action Requested: County Manager Signature

Parties to the Agreement: CCCAP Providers and DHHS

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

To be used in Addendum to current Provider Fiscal Agreements. This has been provided by the State.

Fiscal Impact:

Submitted by: elizabeth Holena **Submitter's Email Address:** elizabeth.holena@state.co.us

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/6/2019

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 3/22/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 3/22/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/27/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 4/2/2019

Revised April 2015

Colorado Child Care Assistance Program Contracted Slots Pilot
Project Overview

Purpose: This project is designed to pilot implementation of contracting for Colorado Child Care Assistance Program (CCCAP) slots between two metro-area counties, at least one rural county, and approximately six child care providers to assess the benefits and costs for families, child care providers, and counties administering the CCCAP program. The ultimate goal of contracting for CCCAP slots is to increase access to quality child care and encourage continuity of care for low-income children and other underserved groups. Lessons learned will be documented and used to inform statewide implementation.

History: The mission of CCCAP, as defined in CCCAP Rules 9 CCR 2503-9, Section 3.901, is "to provide eligible households with access to high-quality, affordable child care that supports healthy child development and school readiness while promoting household self-sufficiency and informed child care choices." Legislation passed in 2014 allowing Colorado counties the option of contracting for CCCAP slots with child care providers in order to "increase the supply and improve the quality of child care for infants and toddlers, children with disabilities, after-hours care, and children in underserved neighborhoods" (C.R.S. 26-2-805 (12)(d)). This legislative change was then incorporated into the CCCAP rules as Section 3.914.2: Slot Contracts (County Option).

Key Partners: Early Milestones Colorado will serve as the lead agency to support this pilot project. Arapahoe, Denver, and Gunnison county departments of human services will participate, along with their local early childhood councils and the Colorado Department of Human Services Office of Early Childhood. The Early Childhood Council Leadership Alliance, the Colorado Children's Campaign, and other organizations focused on advancing positive outcomes for children and families in Colorado will serve on a project advisory team to provide input and enhance the project through increased perspective. Gary Community Investments, Donnell-Kay Foundation, and Constellation Philanthropy have provided financial support.

Timeline: The anticipated timeline for the Contracting for Slots Pilot Project is as follows:

Research best practices and finalize plan for data collection	January 2019
Define project priorities and identify participating sites	February 2019
Implement contracting pilot with monitoring and support	March - August 2019
Communicate learnings and facilitate broader change (including stakeholder convening and publication of summary report)	September - October 2019

Desired Outcomes: Successful implementation of contracting for slots will result in positive outcomes for several constituent groups.

Families and Children. Increased continuity of care (short-term), increased access to high-quality child care providers (long-term).

Child Care Providers. Increased financial stability through consistent, predictable CCCAP funding (short-term), increased willingness of high-quality providers to accept CCCAP-eligible families (long-term).

Counties. Reduced administrative burden (long-term).

Project Contacts:

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EARLY MILESTONES
COLORADO

Colorado Child Care Assistance Program
Pilot Slot Contract
(CCCAP)

Slot Contracts are intended to increase the supply and improve the quality of child care for county-identified target populations and areas through collaborative partnerships that meet family and community needs. Slot contracts should also support continuity of care for households, funding stability for child care providers, and expenditure predictability for counties.

The Gunnison County Department of Health and Human Services (hereafter called "the County"), 220 North Spruce Street, enters into this Contract with [INSERT NAME] (hereafter called "the Provider"), [INSERT ADDRESS], License # [INSERT License #].

1. Purpose: The purpose of this Contract is to:] *The purpose of this Contract is to increase the number of quality infant slots and offer continuity and stability of child care services to children eligible for CCCAP.)*

2. County Identified Target Populations and Areas:

   - ❏ Infants and toddlers
   - ❏ Children with additional care needs
   - ❏ Children needing care during nontraditional hours (i.e., evening, overnight and weekend care)
   - ❏ Children in underserved areas
   - ❏ Areas where quality programs are in short supply for children enrolled in CCCAP
   - ❏ Other county identified target population or areas. [ENTER OTHER TARGET POPULATION/AREA]

3. Contract Period: This Contract is from [INSERT DATE] through [INSERT DATE] (Not to exceed 12 months). There is no assurance of continued funding beyond the initial period defined in this Contract.

4. Number of Contracted Slots: This Slot Contract is for a total of [NUMBER] contracted slots. This does not guarantee payment; slots must be filled by children eligible for CCCAP to be paid in compliance with the provisions defined in section 6 of this Contract.

5. Maximum Amount and Monthly Slot Rates: The total maximum monthly amount payable under this Slot Contract is defined in the table below. The maximum dollar amount is not intended to guarantee any amount of payment.

   Parent fees are used as the first dollars paid for care and is the household's contribution to the total cost of child care paid directly to the child care provider(s) prior to any

state/county child care funds being expended. If a parent fee has been assessed to a child placed in a contracted slot, the total monthly amount payable by the county is reduced by the amount of the parent fee.

Rate Type and Age Band	**Unit of Care (PT/FT/ FTPT/FTFT)**	**Daily Fiscal Agreement Rate**	**Number of Slots**	**Maximum Monthly Reimbursement Rate** (Daily Fiscal Agreement Rate * # of Slots)*22 days)
EXAMPLE: Overnight 0-6 mos	FT	$65	2	$2860
EXAMPLE: Weekend 12-18 mos	FT	$50	1	$1100
EXAMPLE: Regular 18-24 mos	PT	$27.50	1	$605

6. Payment Terms: For purposes of this Pilot, payments shall be made upon receipt of the Slot Contract Child Care Manual Claim Form. The Slot Contract Manual Claim Form shall be submitted by the provider no later than 30 days after the completed month and will identify the billing for all contracted slots including any slots that are not filled. Submission of this form shall include attendance records for the children in the contracted slots with parent/guardian sign in and out sheets unless the slot is not filled. The County shall process payment of manual claims no later than 14 days after receipt of manual claims.

   Payments shall be made to the Provider through the Colorado Childcare Automated Tracking System (“CHATS”).

7. Monitoring: During the course of this Contract, the County shall conduct a quarterly utilization review of the Provider’s number of reserved spaces. Accordingly, the number of reserved spaces and the corresponding Contract amount may be adjusted, in which case the County shall notify the Provider of any changes.

8. Termination: Either party may terminate participation in this Slot Contract by giving written notice to the other party 30 days in advance of the termination date. If the County receives notice that the Provider is in violation with the provisions of this Slot Contract, the County maintains the right to terminate the Slot Contract immediately. In such a case, amounts due for contracted slots would be prorated for the month and all children would return to the attendance-based method of payment.

9. Attendance Requirements: The average attendance rate for all children placed into a CCCAP slot must be maintained at eighty-five percent (85%). If the overall average attendance rate for a month falls below 85%, the County expects the Provider to work with and support families to increase attendance above the minimum average threshold. If the attendance of the children placed into CCCAP slot falls below the 85% average attendance rate for three consecutive months, the County shall review the Provider's use of contracted slots and determine if changes to this Contract are needed.

10. Provider Responsibilities: In addition to all Provider Responsibilities identified in the current Fiscal Agreement between the County and the Provider, the Provider agrees to the following responsibilities, specific to CCCAP Slot Contracts:

    A. Participate in the Colorado Shines Quality Rating and Improvement System and maintain a Level 2 rating or above. If the Provider's rating drops below a Level 2, the Slot Contract is no longer valid.

    B. Work with the County and the local Early Childhood Council (ECC) to ensure that, to the maximum extent possible, all contracted slots are filled at all times to maintain a goal of one-hundred percent (100%) slot usage. The Provider shall cooperate and collaborate with the County and the local ECC regarding the Provider's initial and ongoing recruitment efforts designed to identify families that are potentially eligible for CCCAP. The County shall make the final determination whether the Provider is making reasonable efforts at cooperating and collaborating with the County and the ECC in working to meet the goal of 100% use of CCCAP Contracted Slots.

    C. The Provider shall work with the local ECC to recruit eligible families to fill a CCCAP contracted slot when the Provider has been notified that a participating child will vacate a slot.

        (1) The Provider shall have thirty (30) days to recruit another eligible CCCAP child/family to fill the vacant CCCAP contracted slot in order to maintain the slot and the regular payment schedule. The 30-day count starts from the participating child's exit from the CCCAP contracted slot.

        (2) Priority shall be given to sibling(s) of a Participating Child that meet the purpose of the slot contract identified by the County.

(3) The Provider shall notify the County immediately of any changes in a child's enrollment status in a CCCAP contracted slot to ensure the proper changes are made to the case (such as changing the child back to attendance-based payment and filling in the authorization calendar) to avoid any adverse impact on the family.

(4) Maintain accurate attendance records for children using a manual sign in/out sheet signed by the parent or legal guardian.

(5) Submit the Contract For Slots Manual Claim Form with attendance records monthly to the County for payment.

11. Fiscal Agreement: This Contract serves as an addendum to the Fiscal Agreement effective [DATE] to [DATE] between the County and the Provider dated [XXXX]. This Contract is made under and subject to the provisions of the Fiscal Agreement, and all the provisions of the Fiscal Agreement are hereby incorporated by reference into this Contract. In the event of any conflict between the provisions of this Contract and the provisions of the Fiscal Agreement, those provisions in question shall be governed by the provisions of this Contract.

FOR THE PROVIDER

_____ _____
(Signature) (Date)

_____ _____
(Printed Name) (Title)

FOR THE COUNTY DEPARTMENT OF HUMAN SERVICES

_____ _____
(Signature) (Date)

_____ _____
(Printed Name) (Title)