

**COMMONWEALTH OF VIRGINIA  
CHILD CARE SUBSIDY PROGRAM  
CHILD CARE CENTER VENDOR AGREEMENT**

This Agreement ("Agreement") shall govern the purchase of child care services from the Vendor on behalf of parents eligible for child care assistance through the Child Care Subsidy Program (the "Program"), as herein described, and provides as follows:

Vendor ID#  _ _ _ _ _	Vendor Type:
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**1. Vendor Information.** The Vendor asserts and certifies the following information:

<b>Legal Business Name</b> (the "Vendor")		
<b>Last Name</b> Authorized Representative of Facility Owner/Licensee	<b>First Name</b> Authorized Representative of Facility Owner/Licensee	
Address Where Care is Provided		
City	State	Zip
Email Address		

**2. Purpose.**

This Agreement is a contract between the Virginia Department of Social Services ("VDSS") and the Vendor for the provision of child care services to be rendered by the Vendor to child care recipients of local departments of social services who are eligible for child care assistance through the Virginia Child Care Subsidy Program.

The parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations for the Child Care and Development Block Grant (42 U.S.C. §§ 9858 et seq., 45 C.F.R. §§98.1 et seq.), the child care provisions of the Block Grant for Temporary Assistance for Needy Families (42 U.S.C. §§ 601 et seq., Va. Code §§ 63.2-600 et seq.), and the Child Care Program (22 VAC 40-661), and to the guidelines established in the Child Care Subsidy Vendor Guide and the Virginia Electronic Child Care system ("VA-ECC") Manuals, as amended from time to time.

### **3. Term of Agreement.**

This Agreement shall be in effect from the date a completed, signed and dated agreement is received by VDSS and will remain in effect through \_\_\_\_\_ or until such time as a new agreement is entered into. This Agreement replaces and revokes any prior agreements between VDSS and the Vendor under the Program. The Agreement may be renewed in writing by mutual agreement of the parties, within 90 days prior to the expiration hereof, for two successive one-year terms upon the end of the initial term.

### **4. Termination of Agreement.**

4.1. This Agreement may be terminated by VDSS if any of the following occur:

4.1.1. The Vendor's license/certificate/permit/exemption to operate a child care facility is revoked, suspended, or denied. Payment to the Vendor shall not be issued for services rendered after the last day on which the Vendor's license/certificate/permit/exemption was still in effect.

4.1.2. The Vendor's business location changes; ownership of the Vendor's business is assigned, sold, or otherwise transferred; The Vendor's business structure changes; the Vendor's employer identification number changes; or the Vendor's legal operating status becomes invalid for any reason. Payment to the Vendor shall not be issued for services rendered after the occurrence of these events.

4.1.3. The Vendor commits fraud; provides false information to VDSS or the local department of social services; fails to notify VDSS of a change in circumstances that affects payments received by the Vendor; accepts payments that the Vendor knows, or should reasonably have known, that Vendor is not entitled to such payments; makes a claim for payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, laws and regulations. The Vendor shall repay any amounts overpaid due to such actions unless otherwise provided by court order, if any. The Vendor, its owners, members or principles if the Vendor is corporation, partnership, or limited liability company, shall be permanently disqualified from participating in the Program upon the first finding of any action described herein this paragraph committed by the Vendor; or

4.1.4. The Vendor is in violation of paragraphs, 6.8, 6.10, 6.12, 9.5, or 10.11, or any other paragraph that expressly provides for termination.

4.2. This Agreement may be terminated by VDSS for the Vendor's violation or repeated violations of any term of this Agreement or of any state laws and regulations related to the Program and to the licensing or the exemption therefrom of child care providers, including but not limited to the provision and

maintenance of background checks of the Vendor's employees, volunteers and other individuals who come into contact with children.

- 4.3. Upon such termination of this Agreement by VDSS pursuant to paragraphs 4.1 and 4.2, VDSS may disqualify the Vendor from future participation in the Program permanently or for a determinate period of time. Such disqualification shall apply to any person having any ownership interest in the Vendor. The Vendor may appeal the termination of this Agreement and Program disqualification pursuant to section 11 herein. The Vendor shall not receive any further Program subsidy payments as of the effective date of termination by VDSS whether or not the Vendor appeals the termination. VDSS shall conduct business only with responsible vendors. It is the intent of this policy to prevent excluded vendors from substitution others as surrogates to continue the practices that caused VDSS to exclude the vendor.
- 4.4. This Agreement may be terminated by the Vendor with 7 days advance written notice to VDSS. Upon such termination, the Vendor shall immediately notify all parents or families receiving the Child Care Subsidy Program assistance for whom the Vendor provides child care services of its termination of this Agreement.

## **5. Suspension of payments and enrollment**

If the Division of Licensing Programs (DOLP) issues a notice of intent to suspend, revoke or deny the vendor's license/certificate/exemption, no new children eligible for subsidy services may enroll in the vendor's child care program after such action is taken against the facility.

If the Division of Licensing Programs issues a Provisional License to the vendor's child care program, no new children eligible for subsidy services may enroll in the child care program during the provisional period (up to 6 months).

## **6. Program Participation Requirements.**

- 6.1. Vendor shall have a working telephone at each site where child care is provided.
- 6.2. The Vendor shall comply with all applicable federal and state laws and regulations, including, but not limited to, laws and regulations related to the licensing of or exemptions therefrom of child care providers; state regulations, policies, and guidelines for the Child Care Subsidy Program as set forth by VDSS; state and local health and safety requirements related to child care providers; and Va. Code 63.2-1509 for the reporting of suspected abuse or neglect of a child. The Vendor shall be subject to at least one annual inspection by VDSS to ensure compliance with all such laws, regulations, and policies. Such inspection may be unannounced.
- 6.3. The Vendor shall keep all records, including but not limited to attendance and payment records, pertaining to the children receiving child care assistance up to

date and accessible to VDSS. The Vendor must make payment records available to parents upon their request for payments made on behalf of their children.

- 6.4. The Vendor agrees to retain all books, records, and other documents relative to this Agreement for five (5) years after final payment for auditing purposes by any local, state or federal government agency. Failure to provide records may subject the Vendor to repayment of all subsidy monies received during the period of time in question. The Vendor agrees that VDSS, its authorized agent, and/or State, Federal and local fraud investigators and auditors shall have full access to and the right to examine and/or remove any said materials during said period. If an audit or investigation is begun before the five-year retention period ends, records must be kept until the completion of the audit. Should an audit by authorized state or federal officials result in disallowance of amounts previously paid to the Vendor, the Vendor shall reimburse the VDSS upon demand.
- 6.5. The Vendor shall allow parents of the children served unlimited access to their own children while under the Vendor's care.
- 6.6. The Vendor shall allow staff from VDSS and the local department of social services unlimited access to the children in care when the vendor has a current purchase of service order (POSO) for one or more children who receive child care assistance.
- 6.7. The Vendor shall notify the VDSS Division of Child Care and Early Childhood Development (CCECD) immediately at (804) 726-7588 if it ceases to operate at its physical address designated herein or its legal operating status changes or becomes invalid. The Vendor shall notify the VDSS CCECD of any change in telephone number, email address or in authorized representative within 3 business days.
- 6.8. The Vendor shall provide the child care services under this Agreement. The Vendor shall not sell, assign, subcontract, or otherwise transfer any interest or duties and responsibilities under this Agreement. Payment for the services rendered pursuant to this Agreement shall be made only to the Vendor named in this Agreement for care provided at the location identified in this Agreement.
- 6.9. The Vendor shall notify the local department of social services immediately for any of the following:
  - 6.9.1. A child receiving child care assistance does not attend on the first authorized day of care.
  - 6.9.2. A child receiving child care assistance is officially withdrawn from enrollment.
  - 6.9.3. A child receiving child care assistance is absent for more than five consecutive days. VDSS will only pay for up to five days of care after the

last day of attendance when the child is unexpectedly withdrawn without prior notice. Payment of any fees not paid by VDSS is the responsibility of the parent.

6.9.4. The parent does not have a VA-ECC card within one week of enrollment.

6.9.5. The parent is unable or unwilling to use the VA-ECC card.

**Level 1 Vendors Only: *Certified Preschool, Religiously Exempt Child Care Center, Local Government Approved Recreation Program***

6.10. The Vendor shall obtain and maintain current background checks for the Vendor, all employees, prospective employees, volunteers, individuals involved in the day-to-day operations, individuals who are alone with, in control of, or supervising one of more of the children, and any other adult over the age of 18 living in a family day home. Such background checks shall include:

6.10.1. A Criminal History Record Name Search Request to include the Combination Criminal History and Sex Offender Search obtained through the Virginia State Police;

6.10.2. A Central Registry Child Protective Services Check; and,

6.10.3. A Sworn Statement or Affirmation as to whether the individual has ever been the subject of a founded complaint of child abuse or neglect or convicted of a crime or is the subject of any pending criminal charges within or outside of Virginia.

6.11. The Vendor shall provide the following information and/or documentation to VDSS at the address indicated in the Vendor Approval Packet provided by Child Care Aware of Virginia ("CCA-VA"):

6.11.1. W-9 Request for Taxpayer Identification Number(s) and Certificate

6.11.2. Child Care Vendor Demographic Details form

6.11.3. Weekly service rates (if less than the applicable MRR, as defined in paragraph 8.1.).

6.11.4. Search requests for the background checks listed in 6.10 completed and kept current according to Child Care Subsidy and Services Guidance.

6.11.5. Current certification in first aid and cardiopulmonary resuscitation (CPR). The Vendor shall ensure there is someone on site at all times when children are in care that is certified in first aid and CPR as appropriate for the age of children in care.

6.11.6. Documentation of annual skills training relating to child health, safety, and/or development; training is required for the Vendor and all other individuals who work directly with children.

6.11.7. Documentation regarding training requirements, and the certifications described in this section must be maintained. Failure of the Vendor to update and keep such certifications and information current shall be grounds for termination of this Agreement.

6.11.8. Tuberculosis screening for individuals described in 6.10 above.

6.12. The Vendor shall not employ any individual who:

6.12.1. Refuses to consent to the background checks described in paragraph 6.10;

6.12.2. Knowingly makes a materially false statement in connection with such background checks;

6.12.3. Is registered, or is required to be registered, on a state sex offender registry or repository or the National Sex Offender Registry established under the Adam Walsh Child Protection and Safety Act of 2006;

6.12.4. Has been convicted of a felony for murder, child abuse or neglect, a crime against children including child pornography, spousal abuse, a crime involving rape or sexual assault, kidnapping, arson, physical assault or battery, or any drug-related offense committed during the preceding five years; or

6.12.5. Has been convicted of a violent misdemeanor committed as an adult against a child, including the following crimes: child abuse, child endangerment, sexual assault, or of a misdemeanor involving child pornography.

## **7. Program Training and Notice of Program Changes by VDSS.**

7.1. VDSS shall provide the Vendor information or training on the use and handling of the point-of-service ("POS") hardware devices, including providing the necessary information to contact the POS hardware and system provider (i.e. Xerox) in the event of malfunction of the POS hardware or service. Should VDSS contract with another POS hardware and system provider, VDSS shall promptly notify the Vendor and provide any necessary further training or information pertaining to the POS hardware and system.

7.2. VDSS shall provide notice to the Vendor of any changes or amendments to state regulations, policies or guidelines for the Child Care Subsidy Program. Such notice may be by electronic communication.

## **8. Rates.**

8.1. A Maximum Reimbursable Rate ("MRR") has been established for child care services for each locality in the state according to type of care provided. VDSS shall pay the rates the Vendor Charges the general public up to the MRR for the locality in which the Vendor is located, less any parent or guardian co-payments,

where applicable. The Purchase of Services Order (“POSO”) shall state the rate to be paid to the Vendor. The MRR may be adjusted from time to time only by VDSS in accordance with state law or regulation and are published in the appendix of the Child Care Subsidy Program Guidance document available on the VDSS public website.

Payments to the Vendor shall be subject to the terms regarding holidays and absent days stated herein this Section where applicable.

The rates and authorized dates of attendance for which the Vendor may be paid shall be stated on the Purchase of Services Order ("POSO") entered into by the Vendor and local department of social services. Child care services shall not be provided prior to receiving a POSO for the child or prior to verification of an approved authorization in the VA-ECC Web Portal. Any services provided prior to the issuance of a POSO may not be paid by the subsidy program.

- 8.2. The Vendor shall not bill VDSS and VDSS shall not pay the Vendor at a rate higher than that charged to the general public.
- 8.3. VDSS shall not pay a rate higher than the MRR for the locality in which the Vendor is located. Any amount the Vendor charges the general public above the amount of the MRR may be charged to the family. For children who meet the definition of children with special needs in 22 VAC40-661-10 of the Virginia Administrative Code, payment of up to two times the amount of the MRR for the child's age shall be allowed when it is appropriate as determined by the local department of social services in consultation with the parent(s), the Vendor, and appropriate medical or mental health professional.
- 8.4. The Vendor shall provide VDSS sixty days prior written notice of any change in rates. The Vendor acknowledges that such change may not result in a change in the authorized payment amounts as stated in the POSO(s) due to federal funding regulations.

<b>Level 2 Vendor Only: <i>Licensed Child Day Centers and US Department of Defense Approved Centers</i></b>							
8.5.	The Vendor shall accept only one registration fee per child per program fiscal year up to \$100 if such is charged to the general public.						
8.6.	VDSS shall pay for the following ten holidays when the Vendor is closed only if the Vendor charges the general public for such holidays:						
	<table border="0"> <tr> <td>New Year's Day</td> <td>Labor Day</td> </tr> <tr> <td>Martin Luther King, Jr. Day</td> <td>Veteran's Day</td> </tr> <tr> <td>President's Day</td> <td>Thanksgiving Day</td> </tr> </table>	New Year's Day	Labor Day	Martin Luther King, Jr. Day	Veteran's Day	President's Day	Thanksgiving Day
New Year's Day	Labor Day						
Martin Luther King, Jr. Day	Veteran's Day						
President's Day	Thanksgiving Day						

Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
8.7.	VDSS will not pay for days when the Vendor is closed and unavailable to parents with the exception of the holidays listed in paragraph 8.6.
8.8.	VDSS will pay for up to 24 absent days per child per fiscal year (June 1 – May 31) while the child is still enrolled, subject to paragraph 6.9.3. The total number of allowable absent days will be prorated (2 per month) based on the beginning month of services for the child. For example, if a family is determined eligible for subsidy assistance effective August 1, the total number of allowable absent days for the child through the remainder of the current fiscal year would be 20.

<b>Level 1, Religious Exempt Child Care Centers and Certified Pre-schools</b>	
8.9.	VDSS shall pay for the following ten holidays when the Vendor is closed only if the Vendor charges the general public for such holidays:
New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
8.10.	VDSS will not pay for days when the child is not present with the exception of the holidays listed in paragraph 8.9.
8.11.	VDSS will not pay any vendor activity or registration fees.

<b>Level 1, Local Government Approved Recreation Programs</b>	
8.12.	VDSS shall not pay for any days the child is not present and not receiving care by the Vendor.
8.13.	Program funds shall not be used, and VDSS shall not pay any vendor activity or registration fees.

**9. Attendance.**



- 9.1. The Vendor shall keep attendance records current and in accordance with this Agreement. Records that not accessible, not current, or are unverifiable could result in overpayment subject to repayment by the Vendor to VDSS.
- 9.2. The Vendor shall retain all original attendance records and reports required by this Agreement for a period of 5 years.
- 9.3. The Vendor shall make all attendance records accessible for inspection by the local department of social services and/or its authorized agents, VDSS staff and/or its authorized agents, and any local, state or federal auditors upon request.
- 9.4. Each child's parent or guardian shall record the child's arrival and departure into the VA-ECC system using the point-of-service ("POS") hardware device issued to the Vendor or the interactive voice response ("IVR") telephone system utilizing the Vendor's telephone that is registered with the program.
- 9.5. The Vendor shall not report attendance using Vendor Attendance Reports except under the circumstances listed in paragraph 9.6. Excessive or unauthorized use of Vendor Attendance Reports may result in nonpayment, the termination of this Agreement and/or disqualification of the Vendor from future participation in the Program.
- 9.6. The Vendor forfeits payment for services if the original signed/dated Vendor Attendance Reports used in accordance with this section are not received by VDSS within 60 days of the end of the service period that is being reported. A service period is either the first through the fifteenth or the sixteenth through the last day of the month.

The Vendor shall allow staff from VDSS and the local department of social services to inspect the vendor's facility for VA-ECC cards or any billing information. Upon discovery of any such materials that indicate fraudulent or questionable billing practices, VDSS and the local department of social services shall have the right to seize VA-ECC cards and/or the Point of Service (POS) device and to be given copies of billing records.

Vendor Attendance Reports will only be accepted by VDSS for entry into the VA-ECC system under the following circumstances:

- 9.6.1. VA-ECC Card: The parent/family has not yet been issued their VA-ECC swipe card. Attendance can be recorded manually using the Vendor Attendance Report prior to the parent's receipt of their VA-ECC swipe card. If the parent does not have a VA-ECC swipe card within one week, the local department of social services must be notified per subsection 6.9.

- 9.6.2. POS/IVR Problems: The POS device has not yet been installed or the POS/IVR system was not functioning for the parent/guardian to check in/out. In the event this occurs, the Vendor shall report the system or device malfunction to the manufacturer within 24 hours and shall document the making of such report.
- 9.6.3. Retroactive Authorization: If a local department of social services issues a POSO with an effective beginning date prior to the date of issuance, authorized attendance recorded outside of the nine-day back swipe limit, defined as the current day plus previous eight days, may be reported manually.
- 9.7. Only parents or guardians of children receiving child care assistance are authorized to possess and swipe the VA-ECC card issued to them on the Vendor's POS machine or use the IVR system to report attendance. **The Vendor shall not under any circumstance be in possession of or swipe any parents' or guardians' VA-ECC card or use the IVR system to report attendance; nor shall the Vendor ask the cardholder for his Personal Identification Number (PIN).**
- 9.8. The Vendor shall not ask or require a parent or guardian to swipe or otherwise report attendance for a day the child/children does/do not attend except as listed in paragraphs 8.6, 8.8 and 8.9.
- 9.9. The Vendor shall ensure that claimed attendance submitted via the VA-ECC system is correct and shall void any incorrect transactions within the nine-day swipe limit, defined as the current day plus previous eight days.
- 9.10. The Vendor shall not move the POS device to another facility without receiving prior written approval from VDSS.
- 9.11. The Vendor shall follow the instruction included in the POS User Manual and/or the IVR User Manual and train all staff on the proper use and requirements of the POS device.

## **10. Billing/Payments.**

- 10.1. VDSS shall provide prompt payment to the Vendor for services rendered pursuant to this Agreement.
- 10.2. A completed POSO signed by the Vendor must be returned to the local department of social services prior to any payments being made.
- 10.3. VDSS payments to the Vendor for child care services rendered shall be according to the rates stated on the signed POSO in accordance with all terms of this Agreement, less any monthly co-payment to be made by the parents or guardians, if applicable. Payments to the Vendor shall be based on the agreed

rate and the number of days the child actually attended, subject to the terms regarding holidays and absences in section 8.

- 10.4. Payment is restricted to services provided at the location specified on the POSO.
- 10.5. The Vendor shall maintain a bank account with which to receive payments by direct deposit if the Vendor is organized as a corporation, partnership, estate, trust, government entity, non-profit organization, or tax-exempt charitable organization under Internal Revenue Code § 501(c)(3). If the Vendor is an individual or operates as a sole proprietorship, the Vendor may receive payment by debit card or by direct deposit.
- 10.6. All incorrect and/or incomplete attendance transactions must be reconciled and verified prior to payment being made.
- 10.7. Payment for attendance submitted via Vendor Attendance Reports shall be issued by VDSS up to thirty days after complete Vendor Attendance Reports forms are received. VDSS may at its discretion review Vendor records to verify the accuracy and/or completeness of manual attendance report forms received. If VDSS determines that the Vendor is submitting Vendor Attendance Reports forms for any reason other than for those circumstances stated in paragraph 9.6, this Agreement may be terminated and VDSS shall have no obligation to make any payments for the period covered by such manual attendance report forms.
- 10.8. If the Vendor disputes the amount of payment made for a reported time period, the Vendor must submit a written statement to the VDSS Division of Child Care and Early Childhood Development detailing the dispute within thirty (30) days from the date the payment was received. Such written statement shall include the reasons the Vendor disputes the payment amount and shall be accompanied by any documentation to support the Vendor's claim. If the Vendor fails to submit such a written statement within the thirty-day time period, the payment made for such reported time period shall be deemed final.
- 10.9. The parents shall be responsible for paying the Vendor any rates that exceed the local MRR or for billing that exceeds the allowable charges.
- 10.10. The Vendor shall not charge or otherwise hold the parents or guardians of the children served by the Program financially liable or responsible for any amounts of Program subsidy payments not made by VDSS due to the Vendor's failure to comply with the terms of this Agreement.
- 10.11. The Vendor shall repay the full amount of any overpayments made by VDSS to the Vendor that are not the result of fraud or intentional misrepresentation. The Vendor may continue to participate in the subsidy program as long as the Vendor enters a repayment agreement with the VDSS Division of Child Care and

Early Childhood Development and payments are made according to such agreement.

## **11. Appeals**

- 11.1. The Vendor may appeal decisions by VDSS regarding: (i) payment for services rendered hereunder, subject to the provisions of paragraph 10.6, (ii) termination of this Agreement, and (iii) disqualification of the Vendor from future participation in the Program.
- 11.2. To initiate an appeal of a VDSS decision, the Vendor shall notify VDSS in writing that it is appealing the decision within 30 days of the date of the written notice of VDSS' decision.
- 11.3. Upon receiving the Vendor's notice of appeal, VDSS shall hold an informal conference at which the Vendor may provide such further information or present any additional facts for VDSS to reconsider its action. VDSS shall render a decision within 15 business days from the conclusion of the informal conference. The Vendor may waive the holding of the informal conference and request the formal hearing described in paragraph 11.4 in its written notice of appeal to VDSS.
- 11.4. The Vendor may appeal the decision from the informal conference by requesting an administrative hearing within 30 days of the date of the decision from the informal conference. The administrative hearing shall be held in accordance with Va. Code § 2.2-4020 and shall be presided over by a hearing officer designated by the Supreme Court of Virginia pursuant to subsection A of Va. Code § 2.2-4024. Within 30 days of the administrative hearing, the hearing officer shall recommend a decision to the Commissioner of the Virginia Department of Social Services. The Commissioner shall issue a final decision within 30 days of receipt of the hearing officer's recommended decision in accordance with subsection C of Va. Code § 2.2-4021.
- 11.5. The Vendor may seek court review of the Commissioner's decision pursuant to the applicable sections of the Virginia Administrative Process Act (Va. Code §§ 2.2-4025 *et seq.*).
- 11.6. The parties agree that this shall be the sole remedy for disputes under this Agreement and thereby waive their right for judicial review in the courts of the Commonwealth of Virginia except as provided herein.

## **12. General Conditions.**

- 12.1 INDEMNIFICATION. The Vendor shall indemnify and hold VDSS and the local department of social services harmless from any and all claims for damages, either in law or equity, directly or indirectly, arising out of or by virtue of the

actions or inactions of the Vendor or its agents, servants, or employees in the provision of child care services in accordance with this Agreement. This paragraph does not apply to child care facilities operated by a local government.

12.2. AUTHORITIES:

12.2.1 Nothing herein shall cause the Vendor or its agents and employees to be deemed employees or agents of VDSS during the term of this Agreement. VDSS will issue IRS Form 1099 annually to report payments to the Vendor that total at least \$600 if applicable. Neither party shall make any commitments that will bind the other party beyond the scope of services contained herein.

Note: Form 1099 is not issued for nonprofit agencies or corporations.

12.2.2 The Vendor certifies that if organized as stock or nonstock corporation, limited liability company, business trust, limited partnership, or as a registered limited liability partnership, it is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into an agreement with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the agreement. A public body may void any agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

12.3 NONTRANSFERABILITY: This agreement is not assignable or transferable. The Vendor shall not assign, sublet, subcontract, or otherwise transfer its rights, duties, and obligations hereunder to another person or entity. Should ownership of the Vendor's business change, be sold, or otherwise transferred, this Agreement shall terminate and the person or entity receiving, purchasing or gaining such ownership must enter into a new agreement with VDSS in order to participate in the Program.

12.4 DISCRIMINATION: The Vendor shall not discriminate against any recipient/child because of race, religion, color, sex, national origin, age, disability, gender identify, religion, reprisal and, where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or any other basis prohibited by state law relating to discrimination.

12.5 CONFIDENTIALITY: All information and data obtained as to personal facts and circumstances related to children and their parents or guardians shall be kept confidential by the parties, during and following the term of this Agreement, and

shall not be disclosed without the individual's and VDSS's written consent and only in accordance with federal law or the Code of Virginia. Vendors who utilize, access, or store personally identifiable information as part of the performance of this Agreement shall safeguard this information and immediately notify VDSS of any breach or suspected breach in the security of such information. Vendors shall allow the VDSS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

- 12.6 **PERFORMANCES:** All services provided by the Vendor pursuant to this Agreement shall be performed to the satisfaction of VDSS and the local department of social services, and in accordance with the applicable federal, state, and local laws, ordinances, rules and regulations. Vendor shall not receive payment for work found by VDSS and/or the local department of social services to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.
- 12.7 **MODIFICATION OF AGREEMENT:** VDSS may issue written modifications to this Agreement, to include but not limited to, the scope of work, deliverables, and compensation. Any and all modifications to this Agreement shall be in writing and signed by the parties named below or their official designees.
- 12.8 **AVAILABILITY OF FUNDS:** The Vendor acknowledges that the Child Care Subsidy Program, as described in Section 2 herein, is funded in part or in full by federal monies pursuant to the Child Care and Development Block Grant (42 U.S.C. §§ 9858 et seq., 45 C.F.R. §§98.1 et seq.) and the child care provisions of the Block Grant for Temporary Assistance for Needy Families and that such federal funds are available for a limited period of time as proscribed by federal law and regulation. The Vendor further acknowledges that some portions of the Child Care Subsidy Program may be funded by a combination of state and federal monies with state monies made available in accordance with Virginia law and regulation, including appropriations acts. VDSS shall be bound to the terms herein under this Agreement only to the extent that such state and federal funds are made available by such state and federal laws and regulations and within such limited periods of time as proscribed therein.
- 12.9 **DRUG-FREE WORKPLACE:** During the performance of this Agreement, the Vendor agrees to provide a drug-free environment. For the purposes of this section, "drug-free environment" means the site for the care of children provided by the Vendor in accordance with this Agreement, in which the Vendor is prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.
- 12.10 **SMOKE FREE ENVIRONMENT:** Vendors certify that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also

known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or granted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

- 12.11 SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application.

**13. Health and Safety Requirements**

All vendors must be in compliance with the *Subsidy Inspection Requirements for Child Day Center* contained in Appendix A of this document in addition to the regulatory requirements of their specific licensing/certifying/permitting agency. Failure of the Vendor to maintain compliance shall be grounds for termination of this Agreement.

**14. Virginia Preservice Training for Child Care Staff**

The vendor and/or designee shall complete Virginia Preservice Training for Child Care Staff prior to the submission of this Agreement and ensure all staff members complete the training within the first 90 days of subsidy vendor approval.

**15. Vendor Representative/Designee**

The Vendor may designate a representative for any matter related to the Child Care Subsidy Program, but such representative shall not be an individual or entity that has been disqualified from the Program.

## ***Subsidy Inspection Requirements for Child Day Centers***

### **INTRODUCTION**

**VENDSUB-000-(3)-001. Definitions; subsidy inspection requirements for child day center vendors.**

The following words and terms when used in this Appendix shall have the following meanings unless the context clearly indicates otherwise:

“Accessible” means capable of being entered, reached, or used.

“Adult” means any individual 18 years of age or older.

“Age and stage appropriate” means the curriculum, environment, equipment, and adult-child interactions are suitable for the ages of the children within a group and the individual needs of any child.

“Age groups”

1. “Infant” means a child from birth to 16 months.
2. “Toddler” means a child from 16 months up to two years.
3. “Preschool” means a child from two years up to the age of eligibility to attend public school, five years by September 30.
4. “School age” means a child eligible to attend public school, age five or older by September 30 of that same year. Four- or five-year-old children included in a group of school children may be considered school age during the summer months if the children will be entering kindergarten that year.



“Attendance” means the actual presence of an enrolled child.

“Body fluids” means urine, feces, saliva, blood, nasal discharge, eye discharge, injury or tissue discharge.

“Center” means a child day center.

“Child” means any individual under 18 years of age.

“Child day center” means a child day program offered to (i) two or more children under the age of 13 in a facility that is not the residence of the provider or of any of the children in care or (ii) 13 or more children at any location.

"Child experiencing homelessness" means a child who lacks a fixed, regular, and adequate nighttime residence and includes a child who is:

1. Living in a car, park, public space, abandoned building, substandard housing, bus or train station, or similar settings;
2. Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason (sometimes referred to as doubled-up);
3. Living in a motel, hotel, trailer park, or camping grounds due to lack of alternative adequate accommodations;
4. Living in congregate, temporary, emergency or transitional shelters;
5. Abandoned in hospitals;
6. Awaiting or in foster care placement;
7. Living in a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; and
8. A migratory child as defined in section 1309 of the federal Elementary and Secondary Education Act of 1965, P.L. 89-10 who qualifies as homeless because he is living in circumstances described above.

“Cleaned” means treated in such a way as to remove dirt and debris by scrubbing and washing with soap and water or detergent solution and rinsing with water or the use of an abrasive cleaner on inanimate surfaces.

“Communicable disease” means a disease caused by a microorganism (bacterium, virus, fungus, or parasite) that can be transmitted from person to person via an infected body fluid or respiratory spray, with or without an intermediary agent (such as a louse or mosquito) or environmental object (such as a table surface). Some communicable diseases are reportable to the local health authority.

“Department” means the Virginia Department of Social Services.

“Department representative” means an employee or designee of the Virginia Department of Social Services acting as the authorized agent of the Commissioner of the Virginia Department of Social Services.

“Evacuation” means movement of occupants out of the building to a safe area near the building.

“Evening care” means care provided after 7 p.m. but not through the night.

“Inaccessible” means not capable of being entered, reached, or used.

“Lockdown” means a situation where children are isolated from a security threat and access within and to the center is restricted”

“Overnight care” means care provided after 7 p.m. and through the night.

“Over-the-counter or non-prescription medication” means medication that can be purchased without a written prescription. This includes herbal remedies and vitamins and mineral supplements.

“Parent” means a parent by blood, marriage or adoption and also means a legal guardian, or other person standing in loco parentis.

“Sanitized” means treated in such a way as to remove bacteria and viruses from inanimate surfaces through first cleaning and secondly using a solution of one tablespoon of bleach mixed with one gallon of water and prepared fresh daily or using a sanitizing solution approved by the U.S. Environmental Protection Agency. The surface of the item is sprayed or dipped into the sanitizing solution and then allowed to air dry for a minimum of two minutes or according to the sanitizing solution instructions.

"Serious injury" means a wound or other specific damage to the body such as unconsciousness; broken bones; dislocation; deep cut requiring stitches; poisoning; concussion; or a foreign object lodged in eye, nose, ear, or other body orifice.

“Shaken baby syndrome” or “abusive head trauma” means a traumatic injury that has been inflicted upon the brain of an infant or young child. The injury can occur during violent shaking causing the child’s head to whip back and forth, the brain to move about, and blood vessels in the skull to stretch and tear.

“Shelter-in-place” means movement of occupants of the building to designated protected space(s) within the building in which a child day center is located.

“Staff” means administrative, activity, and service personnel including the vendor when the vendor is an individual who works in the center, and any persons counted in the staff-to-children ratios or any persons working with a child without sight and sound supervision of a staff member.

“Vendor” means a legally operating child care provider who is approved by the department to participate in the Child Care Subsidy Program. Multiple facilities/sites operated by the same person, entity or organization are considered separate vendors.

“Vendor agreement” means an agreement between the state and a child care vendor that must be signed by all vendors before child care payments can be authorized.

“Volunteer” " means a person who works at the center and:

1. Is not paid for services provided to the center;
2. Is not counted in the staff-to-children ratios; and
3. Is in sight and sound supervision of a staff member when working with a child.

Any unpaid person not meeting this definition shall be considered "staff" and shall meet staff requirements.

**VENDSUB-000-(3)-002. Legal base.**

- A. The Child Care Development Block Grant Act of 2014, 42 U.S.C. §9858 et seq.
- B. Code of Virginia, §§ 63.2-100, 63.2-203, 63.2-217, 63.2-1712, 63.2-1718, 63.2-1724 and 63.2-1725.

**VENDSUB-000-(3)-003. Purpose and applicability.**

The standards in this part apply to child day centers that are applying to receive, or that receive, funds from the Child Care Subsidy Program. The purpose of these standards is to protect children under the age of 13, or under the age of 18 and physically or mentally unable to care for themselves, or under court supervision who are separated from their parents during part of the day by:

1. Ensuring that the activities, services, and facilities of centers receiving these funds are conducive to the well-being of children; and
2. Reducing risks in the environment.

## **ADMINISTRATION**

### **VENDSUB-000-(4)-004. Operational responsibilities.**

- A. The vendor shall ensure compliance with these standards; the terms of the current vendor agreement issued by the department, and with all relevant federal, state or local laws, and other relevant regulations.
- B. The vendor shall ensure compliance with all policies required by these standards.
- C. Pursuant to § 63.2-1725, the vendor shall ensure that the applicant and any staff who is or will be involved in the day-to-day operations of the center or is or will be alone with, in control of, or supervising one or more of the children shall not be guilty of an offense, as defined in § 63.2-1719.
- D. The vendor shall ensure that the center does not exceed the capacity allowed by law or regulation.
- E. When at least one child receives care for compensation all children who are in care and supervision count in the capacity. When children 13 years or older are enrolled in the program and receive supervision in the program, they shall be counted in the number of children receiving care and the center shall comply with the standards for these children.
- F. The vendor shall post, with parental approval, or keep in a way that is immediately accessible to staff, a current list of all children's allergies, sensitivities, and dietary restrictions.
- G. Any vendor that is a religious exempt child day center, exempt from licensure, pursuant to § 63.2-1716, must follow all requirements of § 63.2-1716.

## **STAFF QUALIFICATIONS AND TRAINING**

### **VENDSUB-000-(5)-005. General recordkeeping; reports.**

- A. Staff records and children's information shall be treated confidentially.
- B. For each group of children, the vendor shall maintain a written record (hard copy) of daily attendance that documents the arrival and departure of each child in care as it occurs.
- C. Records, reports and information required by this part may be kept as hard copy or electronically, and shall be maintained and made accessible to department representatives for five years after termination of services or separation from employment unless specified otherwise.

**VENDSUB-000-(5)-006. Children's records.**

- A. The vendor shall maintain, and keep at the center, a record for each enrolled child which shall be made accessible to the department's representative.
- B. The child's record shall include the following:
  - 1. Child's full name, nickname (if any), sex, address, and birthdate;
  - 2. Name, home address, and telephone number for each parent who has custody;
  - 3. Name, address, and phone number for each custodial parent's place of employment or school attendance, if applicable;
  - 4. Name, address, and phone number of at least one person designated by the parent to contact in case of an emergency, if the parent cannot be reached;
  - 5. Information on allergies, including food allergies, intolerances to food, medication, or other substances, and actions to be taken in an emergency situation; information on other physical problems; pertinent developmental information, and any special accommodations needed, if applicable;
  - 6. Names of persons besides the custodial parent who are authorized to pick up the child;
  - 7. Immunization records for the child received on or before the child's first day of attendance, except that children experiencing homelessness may provide such records within 90 days of enrollment;
  - 8. Written authorization for emergency medical care should an emergency occur and the parent cannot be located immediately unless the parent presents a written objection for the provision of medical treatment on religious or other grounds;
  - 9. Written authorization to administer prescription or non-prescription medications if the center administers medication;

10. Special instructions, including but not limited to, recommendations for the care and activities of a child with special needs, exception to infant being fed on demand, etc.;
11. A written allergy care plan for each child with a diagnosed food allergy, to include instructions from a physician regarding the food to which the child is allergic to and steps to be taken in the event of a suspected or confirmed allergic reaction;
12. Proof of a child's identity and age as stated in §63.2-1809 of the Code of Virginia;
13. Permission to transport child if the center provides transportation;
14. Permission for field trips;
15. Permission for swimming or wading activities to include a parent's statement of the child's swimming ability, if applicable;
16. A written statement that the center will notify the parent when the child becomes ill and that the parent will arrange to have the child picked up as soon as possible if so requested by the center;
17. Any written agreements between the parent and the center; and
18. Documentation of the enrollment of a child experiencing homelessness enrolled under provisions of VENDSUB-000-(5)-010.A.2.

**VENDSUB-000-(5)-007. Staff records.**

The following records shall be kept for each staff person:

1. Name, address, verification of age requirement, date of employment or volunteering
2. The department's eligibility letter provided by the department or the department's contractor documenting background checks to include:
  - a. Satisfactory results of Virginia State Police name search for criminal history;
  - b. Central Registry Child Protective Services check; and
  - c. Sworn Statement or Affirmation as to whether the individual has ever been:
    - 1) The subject of a founded complaint of child abuse or neglect\_within or outside the Commonwealth; or
    - 2) Convicted of a crime or is the subject of any pending criminal charges within the Commonwealth or any equivalent offense outside the Commonwealth.
3. Any individual who begins employment or service after the vendor agreement has been signed shall have the results of the background check in the file within 30 days of the individual's beginning date of employment or service. Note: No violation shall occur if documentation is maintained that the checks were submitted within the first seven days of employment or service and the results are not available due to an administrative delay.
4. Subsequent background checks must be repeated every 3 years.

5. Tuberculosis screening results.
6. First aid, cardiopulmonary resuscitation and other certifications as required by the responsibilities held by the staff member.
7. Documentation of training received which shall include the name of the caregiver, name of the training topic, evidence that training in each topic required in VENDSUB-000-(5)-012 has been completed, date and total hours of the session, name of the organization that sponsored the training and the trainer.
8. Date of separation from employment.

**VENDSUB-000-(5)-008. Health requirements for staff.**

- A. Documentation shall be maintained that each staff has been evaluated by a health professional and a statement that the individual is believed to be free of communicable tuberculosis shall be maintained in the individual's record.
  1. Documentation submitted not later than 21 days after employment or volunteering and shall have been completed within 12 months prior to or 21 days after employment or volunteering; and
  2. Subsequent TB screenings are required at least every two years from the date of the initial screening, more frequently if recommended by a physician.
- B. The vendor or the department's representative may require a report of examination by a licensed physician or mental health professional if there are indications that a staff member's physical or mental health may endanger the health, safety or well-being of children in care.
- C. A staff who is determined by a licensed physician or mental health professional to show an indication of a physical or mental condition that may endanger the health, safety, or well-being of children in care or that would prevent the performance of duties shall be removed immediately from contact with children and food served to children until the condition is cleared as evidenced by a signed statement from the physician or mental health professional.

**VENDSUB-000-(5)-009. Reports.**

Reports shall be filed and maintained as follows:

1. The vendor shall inform the department's inspector as soon as practicable, but not to exceed one business day, of the circumstances surrounding the following:
  - a. Death of a child while under the center's supervision;

- b. Missing child when local authorities have been contacted for help; and
  - c. The suspension or termination of all child care services for more than 24 hours as a result of an emergency situation and any plans to resume child care.
- 2. The vendor shall inform the department's representative as soon as practicable, but not to exceed two business days, of any serious injury to a child while under the center's supervision.
  - 3. Any suspected incident of child abuse or neglect shall be reported in accordance with § 63.2-1509 of the Code of Virginia.

**VENDSUB-000-(5)-010. Immunizations for children.**

- A. The center shall obtain documentation that each child has received the immunizations required by the State Board of Health before the child can attend the center.
  - 1. The center may allow a child to attend contingent upon a conditional enrollment. Documentation related to the child's conditional enrollment shall be maintained in the child's record. "Conditional enrollment" means the enrollment of a child for a period of 90 days contingent upon the child having received at least one dose of each of the required vaccines and the child possessing a plan, from a physician or local health Department, for completing his immunization requirements within the ensuing 90 calendar days. If the child requires more than two doses of the hepatitis B vaccine, the conditional enrollment period, for hepatitis B vaccine only, shall be 180 calendar days.
  - 2. If a child is experiencing homelessness and does not have documentation of the required immunizations, the center may allow the child to attend during a grace period of no more than 90 days to allow the parent or guardian time to obtain documentation of the required immunizations.
- B. The center shall obtain documentation of additional immunizations once every six months for children under the age of two years.
- C. Pursuant to subsection C of § 22.1-271.2 of the Code of Virginia and 12VAC5-110-110 of the Regulations for the Immunizations of School Children, documentation of immunizations is not required for any child whose:



1. Parent submits an affidavit to the center, on the form entitled "Certification of Religious Exemption," stating that the administration of immunizing agents conflicts with the parent's or child's religious tenets or practices, or
2. A physician or a local health department states on a Department of Health – approved form that one or more of the required immunizations may be detrimental to the child's health.

**VENDSUB-000-(5)-011. General qualifications.**

- A. The vendor must be at least 18 years of age.
- B. The vendor, and any caregivers who are left alone with children, shall be capable of communicating effectively both orally and in writing as applicable to the job responsibility and be capable of communicating with emergency personnel.
- C. Staff must be at least 16 years of age; however no staff person under the age of 18 may be alone with children or administer medication.
  1. Staff members under the age of 18 shall be under sight and sound supervision of an adult staff member.
  2. Adult staff members shall supervise no more than two volunteers or staff members under the age of 18 at any given time.

**VENDSUB-000-(5)-012. Staff training and development.**

- A. Prior to approval as a subsidy vendor, the vendor shall complete Virginia Pre-Service Training for Child Care Staff, which shall include, but not be limited to training on the following topics:
  1. Facility health and safety;
  2. Emergency preparedness and response planning;
  3. Prevention of Sudden Infant Death Syndrome (SIDS) and safe sleep practices;
  4. Administration of medication overview;
  5. Prevention of Shaken Baby Syndrome and Abusive Head Trauma (AHT);
  6. Prevention of and response to emergencies due to food and allergic reactions;
  7. Recognizing child abuse and neglect and reporting responsibilities;
  8. Preventing the spread of disease, including immunization requirements;
  9. Handling and storage of hazardous materials and appropriate disposal of diapers and other items contaminated by body fluids;
  10. Transportation;
  11. Foundations of child development;

12. Inclusion: Exploring the meaning and the mindset;
13. Oral health; and
14. Introduction to the Subsidy Program.

B. Within the first 90 days of employment or subsidy vendor approval; all staff shall complete Virginia Preservice Training for Child Care Staff, which shall include but not be limited training on the following topics:

1. Facility health and safety;
2. Emergency preparedness and response planning;
3. Prevention of Sudden Infant Death Syndrome (SIDS) and safe sleep practices;
4. Administration of medication overview;
5. Prevention of Shaken Baby Syndrome and Abusive Head Trauma (AHT);
6. Prevention of and response to emergencies due to food and allergic reactions;
7. Recognizing child abuse and neglect and reporting responsibilities;
8. Preventing the spread of disease, including immunization requirements;
9. Handling and storage of hazardous materials and appropriate disposal of diapers and other items contaminated by body fluids;
10. Transportation;
11. Foundations of child development;
12. Inclusion: Exploring the meaning and the mindset;
13. Oral health; and
14. Introduction to the Subsidy Program.

C. Staff employed prior to the effective date of this agreement shall complete the Virginia Preservice Training for Child Care Staff, to include all of the elements applicable to new staff, within 90 days of effective date of this agreement. This training may count for staff annual training requirements in subsection H of this section.

D. Orientation training for staff shall be completed on the following facility specific topics prior to the staff member working alone with children and within seven days of the date of employment or the date of subsidy vendor approval:

1. Playground safety procedures;
2. Responsibilities for reporting suspected child abuse or neglect;
3. Confidentiality;
4. Supervision of children, including arrival and dismissal procedures;
5. Procedures for action in the case of lost or missing children, ill or injured children, medical and general emergencies;
6. Medication administration procedures, if applicable;

7. Emergency preparedness plan as required in VENDSUB-000-(9)-031;
  8. Prevention of shaken baby syndrome/abusive head trauma including coping with crying babies, fussy or distraught children;
  9. Prevention of sudden infant death syndrome and use of safe sleeping practices;
  10. Staff who work with children that have food allergies shall receive training in preventing exposure to food(s) to which the child is allergic, preventing cross-contamination, recognizing and responding to any allergic reactions; and
  11. Transportation.
- E. All staff providing care to children shall have within 30 days of the date of employment or 90 days from subsidy vendor approval:
1. Current certification in cardiopulmonary resuscitation (CPR) appropriate to the age of children in care. The training shall include an in-person competency demonstration; and
  2. Current certification in first aid.
  3. During the 30 or 90 day period, there must always be at least one staff with current CPR and first aid training present during operating hours of the center.
  4. A staff who is a registered nurse or licensed practical nurse with a current license from the Board of Nursing shall not be required to obtain first aid certification.
- F. Staff employed by an approved vendor prior to the effective date of the vendor agreement must complete CPR and first aid training as required by this section within 90 days of the effective date of this agreement. During this 90 day period, there must always be at least one staff with current CPR and first aid training present during operating hours of the center.
- G. CPR and first aid training may count towards the annual training hours required in subsection H of this section if documentation for training as required in VENDSUB-000-(5)-007 is maintained.
- H. Staff who work directly with children shall, in addition to orientation training required in subsections A through D of this section, annually attend at least 16 hours of training and staff development activities, including the department's health and safety update course. Training shall be related to child safety, child development, the function of the center, and any required department-sponsored training.
- I. To safely perform medication practices, whenever a center agrees to administer prescribed medications, the administration shall be performed by a staff member who has satisfactorily completed a training program for this purpose by the Board of Nursing

and taught by a registered nurse, licensed practical nurse, doctor of medicine or osteopathic medicine, or pharmacist; or administration shall be performed by a staff member who is licensed by the Commonwealth of Virginia to administer medications.

The decision to administer medicines at a facility may be limited by policy to

- Prescription medications;
- Over-the-counter or nonprescription medications; or
- No medications.

- J. Staff required to have the training specified in subdivision I of this section shall be retrained at three-year intervals.
- K. There shall be at least one staff on duty who has obtained within the last three years instruction in performing a daily health observation of children. Daily health observation training shall include:
1. Components of daily health check for children;
  2. Inclusion and exclusion of a child when the child is exhibiting symptoms that indicate possible illness;
  3. Description of how diseases are spread and procedures and methods for reducing the spread of disease;
  4. Information concerning the Virginia Department of Health Notification of Reportable Diseases pursuant to 12VAC5-90-80 and 12VAC5-90-90, also available from the local health department and the website of the Virginia Department of Health; and
  5. Staff occupational health and safety practices in accordance with Occupational Safety and Health Administration's (OSHA) Bloodborne Pathogens regulation.

## **PHYSICAL PLANT**

### **VENDSUB-000-(6)-013. Approval from other agencies; requirements prior to initial approval.**

- A. Before approval of a vendor agreement and before use of newly constructed, renovated, remodeled, or altered buildings or sections or buildings, written documentation of the following shall be provided by the center to the department representative:
1. Approval by the authority having jurisdiction that each building meets building and fire codes or that a plan of correction has been approved; and

2. Approval from the local health department, or approval of a plan of correction, for meeting requirements for:
  - a. Water supply;
  - b. Sewage disposal system; and
  - c. Food service, if applicable.
3. Any building which is currently approved for school occupancy and which houses a public or private school during the school year shall be considered to have met the requirements of subdivision 1 of this subsection when housing a center serving only children two and a half years of age or older.

**VENDSUB-000-(6)-014. Approval from other agencies, requirements subsequent to initial approval.**

- A. The center shall provide the department representative an annual fire inspection report from the appropriate fire official having jurisdiction. If a center is located in a building currently housing a public or private school, the school's annual fire inspection report shall be accepted.
- B. The vendor shall provide the department representative an annual approval from the Health Department, or approvals of a plan of correction, for meeting requirements for:
  1. Water supply;
  2. Sewage disposal system; and
  3. Food service, if applicable.

**VENDSUB-000-(6)-015. Building or facility maintenance.**

- A. Areas and equipment of the center, inside and outside, shall be maintained in a clean, safe and operable condition. Unsafe conditions shall include, but not be limited to, splintered, cracked or otherwise deteriorating wood, chipped or peeling paint; visible cracks, bending or warping, rusting or breakage of any equipment; head entrapment hazards; protruding nails, bolts or other components that entangle clothing or skin; and unstable heavy equipment, furniture or other items that a child could pull down on himself.
- B. Inside areas occupied by children shall be maintained no lower than 68°F and shall not exceed 80°F unless fans or other cooling systems are in use.
- C. In areas used by children of preschool age or younger, the following shall apply:

1. Fans, when used shall be out of reach of children and cords shall be secured so as not to create a hazard.
  2. Electrical outlets shall have protective covers that are of a size that cannot be swallowed by children.
- D. Building equipment shall include, but not be limited to, an in-service, nonpay telephone.

**VENDSUB-000-(6)-016. Hazardous substances and other harmful agents.**

- A. Hazardous substances such as cleaning materials, insecticides, and pesticides shall be kept in a locked place using a safe locking method that prevents access by children. If a key is used, the key shall not be accessible to children. Cleaning supplies to clean and sanitize the diapering area or toilet chairs do not need to be kept locked during diapering or toilet training time as long as they are inaccessible to children.
- B. Pesticides or insecticides shall not be stored in areas used by children or in areas used for food preparation or storage.
- C. Cleaning and sanitizing materials shall not be located above food, food equipment, utensils or single-service articles and shall be stored separate from food.
- D. If hazardous substances are not kept in original containers, the substitute container shall clearly indicate its contents.
- E. Smoking and the use of electronic smoking devices shall be prohibited in the interior of a center, in vehicles when children are being transported, and if permitted outside, shall be prohibited in the presence of children.

**VENDSUB-000-(6)-017. Restroom area and furnishings**

- A. Centers shall be provided with at least two toilets and two sinks.
- B. Centers shall be provided with at least one toilet and one sink for every 30 children.
- C. Each restroom area provided for children shall:
  1. Be within a contained area, readily available and within the building used by the children;
  2. Have toilets that are flushable;

3. Have sinks located near the toilets and that are supplied with running warm water that does not exceed 120°F;
4. Be equipped with soap, toilet paper, and disposable towels or an air dryer within reach of the children; and
5. A restroom for school age children that contains more than one toilet shall have at least one toilet enclosed.

D. School age children of the opposite sex shall not use the same restroom at the same time.

**VENDSUB-000-(6)-018. Play areas.**

The center shall ensure that all areas of the premises accessible to children are free of obvious injury hazards, including providing and maintaining sand or other cushioning material under playground equipment. The requirements of this section shall not prohibit child day programs providing care to school-age children at a location that is currently approved by the Department of Education or recognized as a private school by the State Board of Education for school occupancy and that houses a public or private school during the school year from permitting school-age children to use outdoor play equipment and areas approved for use by students of the school during school hours.

### **STAFFING AND SUPERVISION**

**VENDSUB-000-(7)-019. Supervision and ratio requirements.**

- A. The center, except those operated by or under the auspices of a religious institution, shall ensure that the following ratio requirements are maintained:
1. For children from birth to the age of 16 months: one staff member for every four children;
  2. For children 16 months to two years: one staff member for every five children;
  3. For two-year-old children: one staff member for every eight children;
  4. For children from three years to the age of eligibility to attend public school, five years by September 30: one staff member for every 10 children;
  5. For children from age of eligibility to attend public school through eight years: one staff member for every 18 children; and
  6. For children from nine years through 12 years: one staff member for every 20 children.

- B. Centers operated by, or under the auspices of a religious institution shall employ supervisory personnel as set forth in §63.2-1716 of the Code of Virginia and shall ensure the following ratio requirements are maintained:
  - 1. For children from birth to two years: one staff member for every four children;
  - 2. For children from two years to six years: one staff member for every 10 children; and
  - 3. For children from six years up to 12 years: one staff member for every 25 children.
- C. Staff shall be counted in the required staff-to-children ratios only when they are directly supervising children.
- D. When children are in ongoing mixed age groups, the staff-to-children ratio applicable to the youngest child in the group shall apply to the entire group.
- E. Children under 10 years of age always shall be within actual sight and sound supervision of staff, except that staff need only be able to hear a child who is using the restroom provided that:
  - 1. There is a system to assure that individuals who are not staff members or persons allowed to pick up a child in care do not enter the restroom area while in use by children; and
  - 2. Staff checks on a child who has not returned from the restroom after five minutes. Depending on the location and layout of the restroom, staff may need to provide intermittent sight supervision of the children in the restroom area during this five-minute period to assure the safety of children and to provide assistance to children as needed.
- F. Children 10 years of age and older shall be within actual sight and sound supervision of staff except when the following requirements are met:
  - 1. Staff can hear or see the children (video equipment, intercom systems, or other technological devices shall not substitute for staff being able to directly see or hear children);
  - 2. Staff are nearby so they can provide immediate intervention if needed;
  - 3. There is a system to ensure that staff know where the children are and what they are doing;
  - 4. There is a system to ensure that individuals who are not staff members or persons allowed to pick up children in care do not enter the areas where children are not under sight supervision; and
  - 5. Staff provides sight and sound supervision of the children at variable and unpredictable intervals not to exceed 15 minutes.
- G. When the outdoor activity area is not adjacent to the center, there shall be at least two staff members on the outdoor activity area whenever one or more children are present.



- H. Staff shall not allow a child to leave the center unsupervised.
- I. For centers operated by, or under the auspices of a religious institution, during designated rest periods and the designated sleep period of evening and overnight care programs, the ratio of staff to children over 24 months of age may be double the number of children to each staff required by section B if:
  - 1. The staff person is within sight and sound of sleeping children;
  - 2. Staff counted in the overall rest period ratio are on the same floor as the sleeping or resting children and available in case of emergency; and
  - 3. An additional person is present to help.
- J. For centers not operated by or under the auspices of a religious institution, during designated rest periods and the designated sleep period of evening and overnight care programs, the ratio of staff to children over 16 months of age may be double the number of children to each staff required by section A if:
  - 1. The staff person is within sight and sound of sleeping children;
  - 2. Staff counted in the overall rest period ratio are on the same floor as the sleeping or resting children and available in case of emergency; and
  - 3. An additional person is present to help.

**VENDSUB-000-(7)-020. Supervision near water.**

- A. Indoor swimming pools on the center premises shall be kept locked when the pool is not in use. Outdoor swimming pools located on the center premises shall be enclosed by safety fences and gates which are in compliance with the applicable edition of the Virginia USBC (13 VAC5-63) and shall be kept locked when the pool is not in use.
- B. The staff-to-children ratios required by VENDSUB-000-(7)-019 shall be maintained while children are participating in swimming or wading activities.
  - 1. Notwithstanding the staff-to-children ratios already indicated, at no time shall there be fewer than two staff members supervising the activity.
  - 2. The designated certified lifeguard shall not be counted in the staff-to-children ratios.
- C. If a pool, lake, or other swimming area has a water depth of more than two feet, a certified lifeguard holding a current certificate shall be on duty supervising the children participating in swimming or wading activities at all times when one or more children are in the water.
- D. The center shall have emergency procedures and written safety rules for swimming or wading or follow the posted rules of public pools that are:

1. Posted in the swimming area when the pool is located on the premises of the center; and
  2. Explained to children participating in swimming or wading activities.
- E. Staff shall have a system for accounting for all children in the water.

## **PROGRAMS**

### **VENDSUB-000-(8)-021. Daily activities.**

- A. The variety of daily activities for all age groups shall be age and stage appropriate and provide opportunities for teacher-directed, self-directed, and self-chosen tasks and activities; a balance of active and quiet activities; indoor and outdoor activities, individual and group activities; and curiosity and exploration.
- B. For a child who cannot move without help, staff shall offer to change the place and position of the child at least every 30 minutes or more frequently depending on the child's individual needs. For an awake infant not playing on the floor or ground a change in play space shall be provided by staff at least every 30 minutes or more often as determined by the individual infant's needs.
- C. There shall be a flexible daily schedule for infants based on their individual needs.
- D. Infants shall be allowed to sleep when needed.
  1. When an infant is placed in his crib, he shall be placed on his back (supine).
  2. When an infant is able to easily turn over from the back (supine) to the belly (prone) position and is placed in his crib, he shall still be put on his back but allowed to adopt whatever position he prefers. This applies unless otherwise directed by the infant's physician or health care provider in writing.
  3. Resting or sleeping infants shall be individually checked every 15-20 minutes.
- E. Infants shall be provided comfort when needed.
- F. Staff shall provide frequent opportunities for infants to creep, crawl, toddle and walk.
- G. Infants who cannot turn themselves over and are awake shall be placed on their stomachs for at least 30 minutes each day to facilitate upper body strength and to address misshapen head concerns.

H. Infants shall be protected from older children.

**VENDSUB-000-(8)-022. Behavioral guidance.**

- A. Behavioral guidance shall be constructive in nature, age and stage appropriate, and shall be intended to redirect children to appropriate behavior and resolve conflicts.
  
- B. In order to promote the child's physical, intellectual, emotional, and social well-being and growth, staff shall model desired, appropriate behavior and interact with the child and one another to provide needed help, comfort, support and:
  - 1. Respect personal privacy;
  - 2. Respect differences in cultural, ethnic, and family background;
  - 3. Encourage decision-making abilities;
  - 4. Promote ways of getting along;
  - 5. Encourage independence and self-direction; and
  - 6. Use consistency in applying expectations.
  
- C. If time-out is used as a discipline technique:
  - 1. It shall be used sparingly and shall not exceed one minute for each year of the child's age;
  - 2. It shall not be used with infants or toddlers;
  - 3. The child shall be in a safe, lighted, well-ventilated place, and within sight and sound of staff; and
  - 4. The child shall not be left alone inside or outside the program while separated from the group.

**VENDSUB-000-(8)-023. Forbidden actions:**

The following actions or threats thereof are forbidden:

- 1. Physical punishment, including, but not limited to, striking a child, roughly handling or shaking a child, restricting movement through binding or tying, forcing a child to assume an uncomfortable position, or exercise as a punishment;
- 2. Enclosure in a small, confined space or any space that the child cannot freely exit himself; however this does not apply to the use of equipment such as cribs, play yards, high chairs, and safety gates when used with children preschool age or younger for their intended purpose;
- 3. Punishment by another child;
- 4. Withholding or forcing of food, water, or rest;

5. Verbal remarks that are demeaning to the child;
6. Punishment for toileting accidents; and
7. Punishment by applying unpleasant or harmful substances.

**VENDSUB-000-(8)-024. Parental involvement and notifications.**

- A. The center shall notify the parent immediately if a child is lost, requires emergency medical treatment or sustains a serious injury, or dies.
- B. The center shall notify the parent by the end of the day of any known minor injuries.
- C. The center shall maintain a written record of children's serious and minor injuries in which entries are made the day of occurrence. The record shall include the following:
  1. Date and time of injury;
  2. Name of injured child;
  3. Type and circumstance of the injury;
  4. Staff present and treatment;
  5. Date and time when parents were notified; and
  6. Staff and parent signatures or two staff signatures.
- D. Parents shall be notified immediately of any confirmed or suspected allergic reactions, and the ingestion or contact with prohibited food even if a reaction did not occur.
- E. Staff shall promptly inform parents when persistent behavioral problems are identified.
- F. Parents shall be provided at least semiannually, in writing, information on their child's behavior, development, adjustment, and needs. This requirement does not apply to programs that operate 12 weeks or less a year.
- G. Parents shall be informed of the reason for a child's termination from care.
- H. A custodial parent shall be admitted to any child day program. Such right of admission shall apply only while the child is in the child day program, pursuant to § 63.2-1813 of the Code of Virginia.
- I. When children at the center have been exposed to a communicable disease listed in the Department of Health's current communicable disease chart, the parents shall be notified within 24 hours or the next business day of the center having been informed unless forbidden by law, except for life threatening diseases, which must be reported to parents immediately.

- J. Parents shall be informed of the center's emergency preparedness plan.

**VENDSUB-000-(8)-025. Furnishings, equipment and materials.**

- A. Furnishings, materials, and equipment shall be age and stage appropriate for the children.
- B. Children shall be protected from materials that could be swallowed or present a choking hazard. Toys or objects less than 1-1/4 inches in diameter and less than two inches in length shall be kept out of reach of children under the age of three years.
- C. If combs, toothbrushes, or other personal articles are used, they shall be individually assigned.
- D. Disposable products shall be used once and discarded.
- E. Play yards and portable cribs where used shall meet the Juvenile Products Manufacturers Association (JPMA) and the American Society for Testing and Materials (ASTM) requirements and shall not be used after recalled.
- F. Cribs, cots, rest mats or beds shall be provided for children during the designated rest periods and not be occupied by more than one child at a time.
  - 1. Cribs shall be provided for children from birth through 12 months of age and for children over 12 months of age who are not developmentally ready to sleep on a cot, rest mat or bed during the designated rest periods.
  - 2. Cots, rest mats or beds shall be provided for children over 12 months of age.
- G. There shall be at least 12 inches of space between occupied cribs, cots, beds, and rest mats.
- H. Full-size cribs shall meet the following requirements:
  - 1. Meet the current Consumer Product Safety Commission Standards (16 CFR parts 1219, 1220 and 1500).
  - 2. Have mattresses that fit snugly next to the crib so that no more than two fingers can be inserted between the mattress and the crib.
- I. Pillows and filled comforters shall not be used by children under twelve months of age while sleeping or resting including quilts, sheepskins or stuffed toys.
- J. Cribs shall be placed where objects outside the crib such as electrical cords or cords from blinds, curtains, etc. are not within reach of infants or toddlers.

- K. Use of bumper pads shall be prohibited.
- L. Toys or objects hung over an infant in a crib and crib gyms that are strung across the crib may not be used for infants over five months of age or infants who are able to push up on their hands and knees.
- M. Crib sides shall always be up and the fastenings secured when a child is in the crib.
- N. Double decker cribs shall not be used.

**VENDSUB-000-(8)-026. Bedding and linens for use while sleeping or resting.**

- A. Linens shall be assigned for individual use.
- B. Pillows when used shall be assigned for individual use and covered with pillow cases.
- C. Mattresses when used shall be covered with a waterproof material which can be cleaned and sanitized.

**SPECIAL CARE PROVISIONS AND EMERGENCIES**

**VENDSUB-000-(9)-027. Preventing the spread of disease.**

- A. A child shall not be allowed to attend the center for the day if he has:
  - 1. A temperature over 101°F;
  - 2. Recurrent vomiting or diarrhea; or
  - 3. Symptoms of a communicable disease.
- B. If a child needs to be excluded according to subsection A of this section, the following shall apply:
  - 1. Arrangements shall be made for the child to leave the center as soon as possible after the signs or symptoms are noticed; and
  - 2. The child shall remain in the designated quiet area until leaving the center.
- C. When any surface has been contaminated with body fluids, it shall be cleaned and sanitized.

**VENDSUB-000-(9)-028. Hand washing and toileting procedures.**

- A. When hand washing, the following shall apply:

1. Children's hands shall be washed with soap and running water or disposable wipes before and after eating meals or snacks.
  2. Children's hands shall be washed with soap and running water after toileting and any contact with blood, feces or urine.
  3. Staff shall wash their hands with soap and running water before and after helping a child use the toilet or a diaper change, after the staff member uses the toilet, after any contact with body fluids, and before feeding or helping children with feeding, and before preparing or serving food or beverages.
  4. If running water is not available, a germicidal cleansing agent administered per manufacturer's instruction may be used.
- B. Diapering requirements are as follows:
1. The diapering area shall be accessible and within the building used by children.
  2. There shall be sight and sound supervision for all children when a child is being diapered.
  3. The diapering area shall have:
    - a. Access to a sink with running warm water not to exceed 120°F;
    - b. Soap, disposable towels and single use gloves such as surgical or examination gloves;
    - c. A nonabsorbent surface for diapering or changing shall be used. For children younger than three years, this surface shall be a changing table or countertop designated for changing;
    - d. The appropriate disposal container as required by subdivision 6 of this subsection; and
    - e. A leak-proof covered receptacle for soiled linens.
  4. When a child's clothing or diaper becomes wet or soiled, the child shall be cleaned and changed immediately.
  5. Disposable diapers shall be used unless the child's skin reacts adversely to disposable diapers.
  6. Disposable diapers shall be disposed in a leak-proof or plastic-lined storage system that is either foot-operated or used in such a way that neither the staff member's hand nor the soiled diaper touches an exterior surface of the storage system during disposal.
  7. When cloth diapers are used, a separate leak-proof storage system as specified in subdivision 6 of this subsection shall be used.
  8. The diapering surface shall be used only for diapering or cleaning children, and it shall be cleaned with soap and at least room temperature water and sanitized after each use. Tables used for children's activities or meals shall not be used for changing diapers. Individual disposable barriers may be used between each diaper change. If the changing surface becomes soiled, the surface shall be cleaned and sanitized before another child is diapered.
  9. Staff shall ensure the immediate safety of a child during diapering.

- C. For every 10 children in the process of being toilet trained, there shall be at least one toilet chair or one child-sized toilet, or at least one adult sized toilet with a platform or steps and adapter seat.
  - 1. The location of these items shall allow for sight and sound supervision of children in the classroom if necessary for the required staff-to-children ratios to be maintained.
  - 2. Toilet chairs shall be emptied promptly and cleaned and sanitized after each use.

**VENDSUB-000-(9)-029. Medication-**

- A. The center may administer prescription medication to a child, with written permission of the parent, provided:
  - 1. The medication is administered by a staff who meets the requirements of VENDSUB-000-(5)-012 I and J;
  - 2. The staff administers only those drugs that were dispensed from a pharmacy and maintained in the original, labeled container; and
  - 3. The staff administers drugs only to the child identified on the prescription label in accordance with the prescriber's instructions pertaining to dosage, frequency, and manner of administration.
- B. The center may administer over-the-counter or nonprescription medication to a child, with written permission from the parent, provided the medication is:
  - 1. Administered by a staff 18 years of age or older;
  - 2. Labeled with the child's name;
  - 3. In the original container with the manufacturer's direction label attached; and
  - 4. Given only at the dose, duration, and method of administration specified on the manufacturer's label for the age or weight of the child needing the medication.
- C. When needed, medication shall be refrigerated.
- D. Medication, except for those prescriptions designated otherwise by written physician's order, including refrigerated medication and staff's personal medication, shall be kept in a locked place using a safe locking method that prevents access by children.
- E. The center shall keep a record of prescription and nonprescription medication given to children, which shall include the following:
  - 1. Name of the child to whom medication was administered;
  - 2. Amount and name of medication administered to the child;
  - 3. The day and time the medication was administered to the child;
  - 4. Name of staff administering the medication;
  - 5. Any adverse reaction; and
  - 6. Any medication error.

**VENDSUB-000-(9)-030. First aid and emergency supplies.**



- A. A first aid kit shall be:
  - 1. On each floor of each building used by children;
  - 2. Accessible to outdoor play areas;
  - 3. On field trips; and
  - 4. Wherever children are in care.
- B. Each first aid kit shall be easily accessible to staff but not to children.
- C. The required first aid kits shall include at a minimum:
  - 1. Scissors;
  - 2. Tweezers;
  - 3. Gauze pads;
  - 4. Adhesive tape;
  - 5. Band-Aids, assorted sizes;
  - 6. An antiseptic cleansing solution or pads;
  - 7. Digital thermometer; and
  - 8. Single use gloves such as surgical or examination gloves.
- D. The following nonmedical emergency supplies shall be required
  - 1. One working, battery-operated flashlight on each floor of each building that is used by children; and
  - 2. One working, battery-operated radio in each building used by children.

**VENDSUB-000-(9)-031. Procedures for emergencies.**

- A. The center shall have a written emergency preparedness plan that addresses staff responsibility and facility readiness with respect to emergency evacuation, relocation, lockdown and shelter-in-place procedures. The plan shall address the most likely to occur emergency scenario or scenarios, including but not limited to fire, severe storms, loss of utilities, natural disaster, chemical spills, intruder, and violence on or near the facility, and facility damage or other situations that may require evacuation, lockdown or shelter-in-place.
- B. The emergency preparedness plan shall contain procedural components for:
  - 1. Evacuation procedures to include:
    - a. Scenario applicability;
    - b. Methods to alert staff and emergency responders;
    - c. Designated primary and secondary routes out of the building;
    - d. Designated assembly points away from the building;
    - e. Designated relocation site;
    - f. Methods to ensure all children are evacuated from the building, and if necessary, moved to a relocation site;
    - g. Methods to account for all children at the assembly point and relocation site;

- h. Method of communication with parents after the evacuation or relocation;
  - i. Accommodations or special requirements for infants, toddlers, and children with special needs to ensure their safety during evacuation or relocation;
  - j. Method to ensure essential documents, including emergency contact information, attendance records, medications, and supplies are taken to the assembly point and relocation site; and
  - k. Procedures to address reuniting children with parents or authorized person designated by the parent to pick up the child.
2. Shelter-in-place procedures to include:
- a. Scenario applicability, inside assembly points, primary and secondary means of access and egress;
  - b. Method to account for all children at the safe location(s);
  - c. Method to ensure essential documents (attendance records, emergency contact information, etc.) and special health supplies are carried into the designated assembly points;
  - d. Method of communication after the shelter-in-place;
  - e. Accommodations or special requirements for infants, toddlers, and children with special needs to ensure their safety during shelter-in-place; and
  - f. Procedures to address reuniting children with parents or authorized person designated by the parent to pick up the child.
3. Lockdown procedures, to include facility containment, shall include;
- a. Methods to alert staff and emergency responders;
  - b. Methods to secure the facility and designated lockdown locations;
  - c. Methods to account for all children in the lockdown locations;
  - d. Methods of communication with parents and emergency responders;
  - e. Accommodations or special requirements for infants, toddlers, and children with special needs to ensure their safety during lockdown; and
  - f. Procedures to address reuniting children with parents or authorized person designated by the parent to pick up the child.
4. Staff training requirement, drill frequency, and plan review and update.
5. Other special procedures developed with local authorities.
- C. Emergency evacuation and shelter-in-place procedures or maps shall be posted in a location conspicuous to staff and children on each floor of each building.
- D. A 911 or local dial number for police, fire and emergency medical services and the number of the regional poison control center shall be posted in a visible and conspicuous place.

- E. The vendor shall ensure that all staff receives training regarding emergency evacuation, relocation, shelter-in-place, and lockdown procedures on an annual basis, and at the end of each plan update.
- F. The vendor shall ensure that the emergency plans are reviewed with any volunteers who work more than six hours per week prior to volunteering and on an annual basis.

**VENDSUB-000-(9)-032. Emergency response drills.**

- A. The emergency response drills shall be practiced, at a minimum:
  - 1. Evacuation procedures shall be practiced at least monthly;
  - 2. Shelter-in-place procedures shall be practiced twice a year; and
  - 3. Lockdown procedures shall be practiced at least annually.
- B. The center shall maintain a record of the dates of the practice drills for one year. For centers offering multiple shifts, the simulated drills shall be divided evenly among the various shifts.

**SPECIAL SERVICES**

**VENDSUB-000-(10)-033. Nutrition and food services.**

- A. Drinking water shall be accessible to all children.
- B. When centers provide meals or snacks, the following shall apply:
  - 1. Centers offering both meals and snacks shall serve a variety of nutritious foods and sufficient portions.
  - 2. Children three years of age or younger may not be offered foods that are considered to be potential choking hazards.
- C. When food is brought from home, the following shall apply:
  - 1. The food container shall be clearly labeled in a way that identifies the owner;
  - 2. The center shall have extra food or shall have provisions to obtain food to serve to children so they can have an appropriate snack or meal if they forget to bring food from home, bring an inadequate meal or snack, or bring perishable food; and
  - 3. Unused portions of opened food shall be discarded by the end of the day or returned to the parent.
- D. Food shall be prepared, stored, transported and served in a clean and sanitary manner.
- E. When food is prepared that a child in care is allergic to, staff shall take steps to avoid cross contamination in order to prevent an allergic reaction.

- F. Staff who prepare and serve food to children, or supervise meals, shall be aware of the food allergies, sensitivities, and dietary restrictions for each child.
- G. Staff shall not serve prohibited food to a child.
- H. Tables and high chair trays shall be sanitized before and after each use for feeding and cleaned at least daily.

**VENDSUB-000-(10)-034. Special feeding needs.**

- A. High chairs, infant carrier seats, or feeding tables shall be used for children under 12 months who are not held while being fed.
- B. When a child is placed in an infant seat, high chair or feeding tables, the protective belt shall be fastened securely.
- C. Bottle fed infants who cannot hold their own bottles shall be held when fed. Bottles shall not be propped or used while the child is in his designated sleeping location.
- D. Infants shall be fed on demand or in accordance with parental instructions.
- E. Prepared infant formula shall be refrigerated, dated and labeled with the child's name.
- F. Heated formula and baby food shall be stirred or shaken and tested for temperature before serving to children.
- G. Milk, formula or breast milk shall not be heated or warmed directly in a microwave. Note: Water for warming milk, formula, or breast milk may be heated in a microwave.
- H. Formula or breast milk shall not remain unrefrigerated for more than two hours and may not be reheated.
- I. Prepared baby food not consumed during that feeding by an infant may be used by that same infant later in the same day, provided that the food is not served out of the baby jar and is labeled with the child's name, dated and stored in the refrigerator; otherwise, it shall be discarded or returned to the parent at the end of the day.

**VENDSUB-000-(10)-035. Transportation and field trips.**

- A. If the center provides transportation, the center shall be responsible from the time the child boards the vehicle until returned to the parent or person designated by the parent.
- B. Drivers must be 18 years of age or older and possess a valid driver's license to operate the vehicle being driven.

- C. Any vehicle used by the center for the transportation of children shall meet the following requirements:
  - 1. The vehicle shall be manufactured for the purpose of transporting people seated in an enclosed area;
  - 2. The vehicle's seats shall be attached to the floor;
  - 3. The vehicle shall be insured with at least the minimum limits established by Virginia state statutes as required by § 46.2-472 of the Code of Virginia;
  - 4. The vehicle shall meet the safety standards set by the Department of Motor Vehicles and shall be kept in satisfactory condition to assure the safety of children; and
  - 5. If volunteers supply personal vehicles, the center is responsible for ensuring that the requirements of this subsection are met.
  
- D. The center shall ensure that during transportation of children:
  - 1. Virginia state statutes about safety belts and child restraints are followed as required by §§ 46.2-1095 through 46.2-1100 of the Code of Virginia, and stated maximum number of passengers in a given vehicle are not exceeded;
  - 2. The children remain seated and each child's arms, legs, and head remain inside the vehicle;
  - 3. Doors are closed properly and locked unless locks were not installed by the manufacturer of the vehicle;
  - 4. At least one staff member or the driver always remains in the vehicle when children are present; and
  - 5. Staff has a list of the names of the children being transported and allergy care plans, if necessary.
  
- E. When entering and leaving vehicles, children shall enter and leave the vehicle from the curb side of the vehicle or in a protected parking area or driveway.
  
- F. Children shall cross streets at corners or crosswalks or other designated safe crossing point if no corner or crosswalk is available.
  
- G. Staff shall verify that all children have been removed from the vehicle at the conclusion of any trip.

**VENDSUB-000-(10)-036. Animal and pets.**

Animals that are kept on the premises of the center shall be vaccinated, if applicable, against diseases which present a hazard to the health or safety of children.

**VENDSUB-000-(10)-037. Evening and overnight care.**

- A. All supervision requirements apply during evening and overnight care.

- B. For evening care beds with mattresses or cots with at least one inch of dense padding shall be used by children who sleep longer than two hours and are not required to sleep in cribs.
- C. For overnight care, beds with mattresses or cots with at least two inches of dense padding shall be used by children who are not required to sleep in cribs.
- D. In addition to VENDSUB-000-(8)-026 about linens, bedding appropriate to the temperature and other conditions of the rest area shall be provided.
- E. When children are eight years of age or older, boys and girls shall have separate sleeping areas.
- F. In centers providing overnight care, an operational tub or shower with heated and cold water shall be provided.
- G. When bath towels are used, they shall be assigned for individual use.
- H. For children in evening and overnight care, quiet activities and experiences shall be available immediately before bedtime.

EXECUTION: IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

As an authorized representative of the program, I certify that I have read, understand and will comply with all vendor responsibilities contained in this vendor agreement; I will maintain compliance with all applicable subsidy inspection requirements and any applicable licensing requirements; and, I will maintain a copy of this agreement in my child care files for a minimum of five (5) years.

Vendor: Address:	Commonwealth of Virginia Department of Social Services
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	801 East Main Street Richmond, VA 23219-2901
<p style="text-align: center;">_____ Authorized Representative</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">_____ Authorized Representative</p> <p>Title: _____</p> <p>Date: _____</p>