

APPENDIX 509

JOB CORPS CHILD DEVELOPMENT PROGRAMS

SELECTION OF SERVICE PROVIDER, FUNDING, AND OPERATION OF JOB CORPS CHILD DEVELOPMENT PROGRAMS

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Required Approval Prior to Operation of a Child Development Center

1. Job Corps Center (JCC) Operators must obtain approval from the National Director of Job Corps, or designee, prior to operating a Child Development Center (CDC) in the following circumstances:
 - (1) When initiating a new CDC at a JCC (no CDC currently operating);
 - (2) When the Operator transitions into a new operations contract (regardless of whether the Operator performed under the previous operations contract—a new approval is required after every contract award as part of the transition process);
 - (3) When the Operator wishes to engage a new firm or organization to provide child care or child development services at a CDC;
 - (4) When directed by DOL to cease operations of a CDC and present a plan for restart, or
 - (5) As directed by the Job Corps National or Regional Office.

Such approvals from the National Director or designee are required for on-center CDCs

- as well as for off-center childcare arrangements.
2. In every case where prior approval of a CDC is required, the JCC Operator must submit a Request, as described in Exhibit 5-6, *Request to Operate Child Development Center or Residential Parent and/or Guardian/Child Programs*, to the National Office, through the Regional Office. That Request must include:
 - a. A detailed narrative of the Operator’s plan to meet the requirements set forth in this Appendix (hereinafter “CDC Plan”);
 - b. If the Operator plans to engage a third party to provide childcare or child development services at the CDC (hereinafter “CDC Service Provider”), the name, address, and general qualifications and experience of the proposed CDC Service Provider, and in addition, a draft of the proposed Operating Agreement between the Operator and the proposed CDC Service Provider. Note: An Operating Agreement must be in force between the Operator and the CDC Service Provider(s), even if at times there are no children of JCC students using the services of the CDC.
 - c. All information specified in Exhibit 5-6.
 3. The process for review of Requests for Approval of CDC may vary depending on the facts of the particular case. Generally, the National Director or designee will conduct an initial review of the Request. The National Director or designee may ask questions of the Operator at that time or require submission of additional information or documents in support of the Request.
 4. Based on the initial review of the Request, the National Director or designee may determine the Operator has presented what appears to be a viable plan, worthy of further review. If so, the National Director or designee may direct the Operator to proceed with the engagement of the proposed third-party CDC Service Provider and the signing of the Operating Agreement. DOL may ask the Operator to submit a copy of the final Operating Agreement. The Operating Agreement must be adequate to meet the requirements for operation of a CDC as set forth in this Appendix, the Operator’s contract with DOL, and all requirements of law respecting the operations of childcare facilities in the locality. As part of that initial determination, DOL may establish a timeline and milestones for finalizing the review process and the activities to be completed by the Operator prior to final approval and thereafter start of CDC Operations.
 5. The National Director or designee may conduct a design and/or facility review as part of the review of the Request.
 6. If the National Director or designee determines that the Operator’s CDC Plan meets requirements, and that implementation of that Plan is in DOL’s interest, the National Director or designee may approve the start of CDC operations in accordance with the approved CDC Plan. The National Director or designee may approve the CDC Plan subject to conditions or limitations that the National Director or designee deems appropriate, as reflected in the Plan documents approved by the National Director. To

the extent a modification to the operations contract is required to give effect to the CDC Plan approved by the National Director or designee, the Contracting Officer will issue an appropriate modification to the operations contract.

7. The Operator must not operate a CDC, nor permit operation by any third party of a CDC, unless and until the National Director or designee has formally approved the CDC Plan, the necessary contract modifications have been issued by the Contracting Officer, and DOL has issued license(s) to all third-party CDC service providers or otherwise granted third parties permission to operate at JCC facilities.

Responsibilities of Center Operators in Managing CDCs

In operating a CDC, the JCC Operator must comply with the terms of its operations contract with DOL, the provisions of this Appendix, and with the terms of the approved CDC Plan, including all supporting documentation. Further, the Operator is responsible for managing and monitoring the work of the CDC Service Provider(s) to ensure compliance with all requirements. The Operator understands and agrees that careful management and close monitoring of this aspect of its contract work is particularly important given the special needs of children and their families.

Center Operators are responsible for monitoring the day-to-day operations of CDC Service Provider(s) to ensure all CDC operations are consistent with contract and PRH requirements and all applicable laws. Further, Operators must ensure the CDC Service Provider is in compliance with the terms of its Operating Agreement with the Operator and with the terms of the license issued by DOL to the CDC Service Provider(s). In the event the Operator finds that a CDC Service Provider is not in compliance with any CDC requirement, or with the terms of the CDC Operating Agreement or its DOL license, the Operator must take prompt and appropriate actions to effect compliance and the Operator shall immediately notify the Job Corps Regional Office of any such non-compliance.

As the sole party under contract with DOL, the Operator remains responsible for CDC operations. The responsibilities of the Operator include, but are not limited to:

1. Facilities and equipment within the CDC must be maintained as specified in Exhibit 5-9 (Facility Requirements for Child Development Centers and Residential Parent and/or Guardian/Child Programs).
2. JCC Operators must ensure that their general insurance covers all CDC operations, including any and all activities of CDC Service Providers, and Operators must document the condition of the CDC facility as well as any outstanding maintenance and repairs needed.
3. JCC Operators are responsible for monitoring the condition of childcare facilities, identifying and tracking deficiencies and required repairs, and identifying and immediately correcting any life safety issues. Facility issues and repairs must be identified, tracked, and corrected by center operators according to the same procedures that apply to other center facility issues and repairs.

4. Center operators must conduct a semi-annual compliance reviews, document the findings in writing, and submit to the Job Corps regional office in accordance with Exhibit 5-2. The review must document whether the CDC is being operated in compliance with the PRH, and the current operating agreement, and document the condition of the CDC facility as well as any outstanding maintenance and repairs needed.
5. When admitting children to the CDC, Job Corps students and Job Corps applicants with dependent children must be given preference over all others. The CDC should be capable of offering childcare services to every dependent child of a Job Corps student. Center operators are responsible for negotiating with the CDC Service Provider and establishing a waitlist preference for Job Corps students and applicants with dependent children that is sufficient to meet center recruitment goals and on-board strength. Center operators must monitor the CDC Service Provider's compliance with the waitlist preference for the dependent children of Job Corps students and applicants. Center operators are responsible for ensuring that outreach and admissions staff are aware of the waitlist preference and enrollment procedures at the CDC to ensure that Job Corps students and applicants do not face barriers to enrollment or continued participation in the Job Corps program due to students' childcare responsibilities.

Center operators must ensure the following:

1. CDC buildings and furnishings must conform to National Fire Protection Association (NFPA) 101 and state and local licensing requirements. In cases where these differ, the more stringent requirement must apply.
2. Prior to occupancy, the facility must be inspected by the state licensing agency, local fire department or other authorized agency, the Job Corps center's safety supervisor, and the DOL safety and health officer.
3. Portable fire extinguishers, which meet state guidelines, are available in the CDC.
4. An annual fire prevention inspection by the fire department or cognizant agency, the CDC director or designated representative, and center operator's safety supervisor must be conducted, and any discrepancies must be promptly corrected.
5. Crib rooms in CDCs must have at least one exterior exit with an inclined ramp for emergency evacuation of wheeled cribs.
6. Smoking is not permitted in CDC or in children's outdoor play areas.
7. The CDC is maintained in sanitary condition in order to reduce the spread of disease.
8. Door and cabinet hardware in child activity spaces and children's bathrooms must be operable from either side.
9. Exit-door hardware in toddler activity spaces must be located above the reach of children.

10. All paint in CDC facilities is non-toxic and lead free.
11. Pest control operations are conducted when necessary, by the center operator's safety supervisor.
12. A daily inspection of the CDC and outdoor play areas must be conducted by center management personnel to identify and eliminate safety hazards.
13. First aid kits must be conveniently located, but out of reach of children, in all CDCs and include materials for emergency cleansing and protection of wounds, bandages, dressings, rubber gloves, thermometer, and tweezers.
14. Emergency instructions and telephone numbers of medical, ambulance, fire, and police services must be conspicuously placed near all facility telephones.

Engagement of CDC Service Provider(s)

JCC Operators are responsible for the selection of CDC service providers who are responsible and who have the qualifications, staffing, and other resources necessary to provide such services in full compliance with all requirements. JCC Operators must negotiate and execute a CDC Operating Agreement that sets forth the terms and conditions governing the engagement of the CDC Service Provider. While DOL will review Operating Agreements to ensure they are adequate to meet the requirements of the PRH and the Operations contract, the CDC Service Provider has no contract with DOL. The establishment and administration of the CDC Operating Agreement is the direct responsibility of the Operator, not DOL.

In engaging CDC Service Provider(s) and establishing CDC Operating Agreements with each of them, the Operator must consider the following:

1. CDC Operating Agreements are not leases. The JCC Operator may not explicitly or implicitly grant any third party a leasehold or other real property interest over Center land, buildings, or facilities. Only DOL may permit a third party to use JCC land, buildings, or facilities and DOL will do so by directly issuing appropriate licenses or permits to CDC Service Provider(s). CDC Operating Agreements between an Operator and a CDC Service Provider may not limit or impair DOL's ability to grant, condition, revoke or terminate a license for the use of JCC land, buildings, or facilities.

Generally, the license or permit issued by DOL to the CDC Service Provider(s) will be revocable unilaterally, by DOL, subject only to any advance notice as set forth in the license/permit itself. If the Operator believes a fixed-term license or other particular term or condition is necessary to attract and engage a needed CDC Service Provider, the Operator should so indicate at the time it submits Exhibit 5-6, Request to Operate Child Development Center or Residential Parent and/or Guardian/Child Programs, to DOL. DOL will consider such requests and DOL may in its sole discretion include a fixed term or other provision in the license DOL issued to the CDC Service Provider. If appropriate,

DOL will notify the Operator and the proposed CDC Service Provider(s) of DOL's determination in this regard before approval of a CDC Plan.

2. Operators may not charge rent to CDC Service Provider(s).
3. As set forth above, DOL must approve the Operator's CDC Plan before any new CDC operations can begin. When a new contract for operations is awarded, the Operator (even if the incumbent) must submit such a plan, consistent with Exhibit 5-6, Request to Operate Child Development Center or Residential Parent and/or Guardian/ Child Programs as part of its transition activities to the new contract. The CDC Plan and a new CDC Operating Agreement(s) must be signed and put in place as soon as possible. In the interim, the new Operator must take every reasonable measure to avoid and minimize disruption or delay in the provision of childcare services.
4. If the Operator wishes to change an existing CDC Service Provider(s), at the start of contract performance or at any time thereafter, the Operator must alert the COR promptly. In the case of a change that the Operator proposed prior to award, then the Operator must notify DOL of its intent (and file Exhibit 5-6, no later than 15 fifteen days after award).
5. If a CDC Service Provider indicates that it no longer wishes to perform those services, the operator must notify Job Corps Regional Office promptly. Similarly, should the Operator learn that the CDC Service Provider is not in compliance with a material term of its Operating Agreement, the Operator must bring the noncompliance to the attention of the Job Corps Regional Office and the Operator must take all reasonable measures to correct the noncompliance. DOL may determine that the CDC Service Provider(s) non-compliance requires ceasing of CDC operations, in which case DOL may revoke the license to operate issued to the CDC Service Provider and DOL may direct the CDC Service Provider to vacate the Job Corps center. Only DOL has the authority to revoke the CDC service provider's license to operate at the center facilities.
6. The term of an Operating Agreement must not be for a period longer than the term of the Operator's contract with DOL (i.e., if the prime contract is a two-year base period, then the base period of the Operating Agreement can be for no longer than two years). Option periods of the Operating Agreement, if any, should not be longer than the option periods in the Operator's contract.
7. Operating Agreements must be executed on behalf of the entity that holds the Operations contract with DOL, i.e., operating agreements must not name "XZY Job Corps Center" as a contracting entity or signatory. The person signing for the Operator must have the authority to bind the Operator.
8. Any term in a CDC Operating Agreement shall be deemed invalid and non-enforceable to the extent it contradicts any of the above provisions and any such invalid clause shall be severed from other, conforming provisions of the CDC Operating Agreement, which shall remain valid and enforceable.

Funding Sources

For information on the rules governing the reimbursement of contract costs associated with CDC work, see Exhibit 5-7.

CDC Operational Requirements

The following are requirements that apply to CDC operations, whether performed by the Operator directly (with its own staff) or by CDC Service Provider(s) under an Operating Agreement with the Operator. The CDC Operating Agreement should include terms and conditions as necessary to ensure compliance with all of these requirements:

1. The CDC service provider must be licensed in the State of operation at all times.
2. The CDC service provider must provide a preference such that in the event that the CDC is operating at capacity, the children of Job Corps students and applicants will be given priority for spots as they become available. The priority must be sufficient to meet center recruitment goals and on-board strength and adequate to ensure that Job Corps students and applicants with dependent children do not face barriers to enrolling at the Job Corps center on account of their childcare needs. Operating agreements must incorporate this preference for the children of Job Corps students and Job Corps applicants with dependent children.
3. CDC Service Provider(s) must maintain accreditation from the National Association for the Education of Young Children. Exceptions may be granted in the sole discretion of the Job Corps National Office.
4. The Operator must immediately terminate any CDC Operating Agreement that it has with a CDC Service Provider in the following circumstances: 1) the CDC Service Provider discontinues using the CDC facility, 2) the CDC Service Provider files for bankruptcy, 3) DOL revokes or terminates the license DOL issued to the CDC Service Provider, or 4) DOL directs the CDC Service Provider to vacate DOL property.
5. As set forth in Service Contract Act Wage Determinations made applicable to the contract, the Operator must require that the CDC Service Provider comply with 41 U.S.C. chapter 67, Service Contract Labor Standards (also known as the McNamara-O'Hara Service Contract Act or SCA), and the regulations at 29 CFR part 4.
6. The CDC must have established rules including rules and procedures for:
 - a. the acceptable age range of the children it may serve--in no case may children younger than 6 weeks or of mandatory public-school age be enrolled in a CDC;
 - b. registration and enrollment, including provision of any required documents by parents and/or guardians such as children's birth certificates and immunization

records, or documentation to meet other minimum health standards established by the state licensing agency and/or by the CDC service provider.

- c. hours of operation;
- d. the establishment of a daily schedule of activities;
- e. the release of children--unless a prior written agreement is on file with the CDC, only custodial parents and/or guardians or designated individual(s) may remove a child or children from the CDC. A signed consent form, giving the name of the parent's and/or guardian's designee(s), must be kept on file to verify identification of the designees
- f. emergency procedures--authorization for emergency treatment from the parent and/or guardian must be on file for each child in the event the condition of a child is such that waiting for parental and/or guardian authority may jeopardize the life or risk permanent disability of the child.
- g. record-keeping procedures, including a process for maintaining records on each child on a current basis, to include the emergency treatment authorization, notation of any allergies or health problems, immunization records, developmental progress, and emergency contact information.
- h. distributing copies of emergency and alternate contact information obtained from parents and/or guardian, and designation of individuals who can remove children from the premises, to staff in CDC and, as appropriate, in residential parent and/or guardian/child dormitories.
- i. properly storing and administering medication to children in accordance with state guidelines for childcare centers.
- j. written child guidance/behavior modification policy, which prohibits corporal punishment or any humiliating or frightening punishment such as spanking, hitting, slapping, pinching, shaking, or any other form of physical or verbal abuse.
- k. transportation of children in accordance with state laws. Children in RPCs shall be entitled to government-paid transportation to and from home to the same extent it is allowed for their parent(s) and/or guardian(s).
- l. for reporting maintenance, cleanliness, needed repairs and any safety issues of CDC facilities to the center operator in a timely fashion.
- m. proper handling and storage of food in accordance with state and local health department requirements.
- n. allowing DOL and DOL's contractors or agents to conduct on-site assessments

that may include program, health, and/or safety assessments conducted on childcare program operations as well as facility assessments. CDC service provider must follow all subsequent requirements and recommendations arising from such assessments.

7. CDC Service Providers must adhere strictly to all safety and health requirements, which must be set forth and addressed in CDC Operating Agreements, as follows:
 - a. All CDC Service Provider staff (and any Operator staff who are performing CDC work) must be trained in proper evacuation procedures and parents and/or guardians should be made aware of such procedures. Evacuation procedures must be conspicuously posted in each room. Emergency evacuation drills must be conducted in accordance with state and local regulations.
 - b. CDC Service Providers must compile and maintain a daily attendance record that is kept readily available for conducting “head counts” of evacuees outside the building in the event of a fire or other emergency.
 - c. Storage space containing cleaning and other chemicals must be securely locked. Such materials must not be located in or directly off rooms occupied by the children. Flammable, poisonous, and highly caustic materials, such as drain cleaner, must not be stored at the CDC.
 - d. CDC service provider comply with the DOL masking procedures by location (currently available at <https://www.dol.gov/coronavirus/masking>) as well as any and all other infectious disease procedures issued by DOL and directed at CDC service providers. Otherwise, CDC service provider must be responsible for ensuring that they are taking steps as appropriate and as may be required by state or local law to ensure the safety of CDC service provider employees and program participants.
 - e. CDC service provider cooperate with center operator staff to ensure that safety and health procedures are complied with and to resolve any new or unforeseen safety issues.

CDC Staffing Requirements

The following are the requirements for staff working at the CDC, whether they are employees of the Operator, of a CDC Service Provider(s), or otherwise. The CDC Operating Agreement should include terms and conditions as necessary to ensure compliance with all of these requirements:

1. The CDC must be staffed at a level that maintains staff-to-child ratios and group sizes as appropriate for the ages of the children enrolled, and in accordance with minimum requirements of the cognizant state licensing agency;

2. The ratio of staff to children must be such as to permit and maintain constant supervision of every child and to ensure quick evacuation in the event of fire or other emergency;
3. Staff coverage and ratio counts count only staff involved in providing direct care for children (“caregiver(s)”).
4. At least two adults are in the CDC during operating hours or whenever children are present.
5. At least one staff member is in physical or visual supervision of occupied crib rooms at all times.
6. At least one full-time caregiver is assigned to each age/developmental group.
7. With regard to the qualifications of staff:
 - a. only qualified staff may perform CDC work, in accordance with Exhibit 5-8, Child Development Center Minimum Staff Qualifications, as shown below;
 - b. All staff must be at least 18 years of age;
 - c. All CDC staff are subject to and must comply with all federal background check requirements in 34 USC § 20351, and as required by this provision. CDC Service Provider(s) shall not employ at the CDC any person convicted of any sex crime, any offense involving a child victim, or a felony drug offense regardless of whether the individual has childcare responsibilities. With respect to any crime that is not a sex crime, a crime involving a child victim or a felony drug offense, CDC service providers shall consider such conviction a ground of exclusion for employment, if it bears on the individual’s fitness to have responsibility for the safety and well-being of children. All CDC staff must fully cooperate and participate in a fingerprint check that includes a check against state and federal criminal records, the sex offender registry and the child abuse and neglect registry. CDC Service Provider(s) must schedule fingerprinting of new hires no later than the new employee's start date. CDC Service Provider(s) are responsible for ensuring that all employment applicants submit all necessary information required for background checks. CDC Service Providers must certify that they will conduct required background checks for each new employee, as well as any current employees who have not undergone such checks and will maintain on file the results of such background checks and make available to DOL for inspection upon request.
 - d. All CDC staff must be in good physical and mental health and have received all required physical examinations and immunizations in accordance with state licensing standards.
 - e. CDC Service Provider(s) must ensure that health requirements and background

checks for, and policies regarding use of, volunteers meet state guidelines.

8. With regard to staff training:
 - a. All new CDC staff must participate in a new-staff orientation prior to caring for children, which must include:
 - i. CDC service provider policies, overview of the most recent operating agreement, and standard operating procedures.
 - ii. Health practices, including personal hygiene and sanitation principles and infectious disease control.
 - iii. Child nutrition/feeding.
 - iv. Safety.
 - v. Fire protection.
 - vi. Emergency procedures.
 - vii. Identification of and responsibility for reporting of child abuse.
 - b. Each CDC caregiver must participate in specialized training related to child development and receive periodic updates, covering at a minimum, the requirements of the state licensing agency and the following topics:
 - i. First aid.
 - ii. Infant and child CPR.
 - iii. Child growth and development.
 - iv. Age-appropriate programming and activities.
 - v. Design and use of space for children.
 - vi. Emergency preparedness and evacuation procedures.
 - vii. Bloodborne pathogens according to current OSHA standards.
 - viii. Working with parents and/or guardians.
 - ix. Child guidance and behavior modification techniques.
 - x. Child abuse and/or neglect detection, prevention, and reporting.

CDC Program and Development Care Requirements

With regard to activities, facilities and environment, meals, and child guidance/behavior modification, the following are requirements that apply to CDC operations, whether performed by the Operator directly (with its own staff) or by CDC Service Provider(s) under an Operating Agreement with the Operator. The CDC Operating Agreement should include terms and conditions as necessary to ensure compliance with all of these requirements:

1. With regard to activities, the CDC must provide:
 - a. A balance of active and quiet activities.
 - b. Developmentally appropriate activities for each age group that promote the intellectual, social, emotional, cultural, and physical development of the children.

- c. Copies or posting of activity schedules in an area where parents and/or guardians can review them.
 - d. Opportunities for outdoor play.
 - e. A routine for napping, and appropriate bedding and cots.
2. With regard to facilities and environment, the CDC must provide:
 - a. An environment that is conducive to learning, with child-sized furnishings, materials, and supplies.
 - b. Equipment and toys to meet age and developmental levels of children.
 - c. Individual storage areas for personal belongings of children.
 3. With regard to meals, the CDC must provide:
 - a. Nutritional meals and snacks which, at a minimum, meet state requirements.
 - b. Meal scheduling so that there must be no more than 3 hours nor less than 2 hours between regular meals and snacks.
 - c. Copies or posting of menus in an area where parents and/or guardians can review them.
 - d. Information on children's food allergies, maintained on a current basis; formula and juices prepared by the parent and/or guardian at home labeled with the child's name and refrigerated until use; food brought by parents and/or guardians labeled as to content, date of opening, and the name of the child for whom it is intended.
 4. With regard to the child guidance/behavior modification, the CDC must develop and implement a behavior modification system that:
 - a. Focuses on learning appropriate behaviors.
 - b. Prohibits corporal punishment or any humiliating or frightening punishment such as spanking, hitting, slapping, pinching, shaking, or any other form of physical or verbal abuse.

Parent and/or Guardian Involvement

With regard to parent and/or guardian involvement, the CDC must have in place a system to ensure sharing of information with parents and/or guardians on an on-going basis that includes the following requirements. These requirements apply to CDC operations, whether performed

by the Operator directly (with its own staff) or by CDC Service Provider(s) under an Operating Agreement with the Operator. The CDC Operating Agreement should include terms and conditions as necessary to ensure compliance with all of these requirements:

1. There must be a Parent and/or Guardian Handbook or brochure readily available, that includes hours of CDC operation, philosophy of the program, description of the developmental program, emergency procedures, and daily schedule of activities.
2. There must be opportunities for each parent and/or guardian to talk to the child's caregiver, to be informed of child's activities, to observe the program, and to review the schedule of planned activities.
3. There must be parent and/or guardian meeting(s) or conference(s) at least quarterly for CDC staff to update parents and/or guardians on the child's progress.
4. There must be procedures for immediate notification of a child's parent(s) and/or guardian(s) in the event of illness, accident, or injury of their child and to ensure that at no time will a child who is ill or injured be left unattended. Job Corps center health staff must not be contacted regarding illness or injury of children except in emergency situations.
5. There must be copies of menus or posting of menus in an area where parents and/or guardians can review them. Parents and/or guardians must be requested to provide the CDC any information on food that the child has allergic reactions to; this information must be maintained on a current basis in the child's file.

Off-Center Childcare Arrangements

1. In all circumstances where a Center Operator proposes sending children of Job Corps students off-center for childcare, the Operator must first submit a Request as detailed above in “Required Approval Prior to Operation of a Child Development Center” to the Job Corps National Office that must explain the reason for transporting children off center, explain how children will safely be transported off-center, and address items a, b, and e-h of Exhibit 5-6.
2. Operators may not transport children off-center for childcare prior to approval of the Operator’s Request. Once the Request is approved, the Operator’s provision of childcare off-Center must comply with the terms of its operations contract with DOL, the provisions of this Appendix, and with the terms of the approved Request, including all supporting documentation.
3. Off-center childcare providers must always be licensed in the State of Operation.