

**GENERAL CHILD CARE  
FAMILY CHILD CARE HOME EDUCATION NETWORK  
IN PARTNERSHIP WITH EARLY HEAD START  
AGREEMENT FOR CHILD CARE SERVICES**

The Stanislaus County Office of Education (SCOE) and the child care provider (PROVIDER) enter into this Agreement for the purpose of establishing child care and development services for children enrolled in the General Child Care Family Child Care Home Education Network (FCCHEN) in partnership with the Early Head Start (EHS) established pursuant to California Department of Education (CDE), Early Education and Support Division, and Head Start requirements. The purpose of the FCCHEN in partnership with the EHS program is to promote safe, developmentally enriching programs for a child's physical, cognitive, social and emotional development; actively engage parents and families as primary caregivers of their children, in program governance and decision-making, and gaining self-sufficiency; mobilize communities to provide resources and services; and make professional development of individuals working with children families a priority.

**AGREEMENT PERIOD:**

This Agreement shall remain in effect until notified otherwise. Should the PROVIDER begin work in advance of receiving notice that the Agreement is approved and receipt of the Certificate for Child Care Services, any child care services performed in advance of the date of approval shall be considered as having been done at the PROVIDER'S risk as a volunteer.

**CONFIDENTIALITY:**

Use or disclosure of individual information concerning children or their families receiving child care services shall be limited to purposes directly related to the administration of this Agreement by SCOE. No other use of this information shall be made without the parent's/guardian's prior written consent, subpoena by the court, or in the investigation of a crime.

**CONTINGENCY OF FUNDS:**

PROVIDER acknowledges that funding of the Agreement is contingent upon appropriation and availability of funds by the California State Department of Education and Head Start. If such funding or appropriations are not forthcoming, or are otherwise limited, SCOE shall immediately notify PROVIDER in writing. PROVIDER shall modify or cease operations as directed by SCOE within fourteen (14) days of receipt of such written notice.

**PROVIDER AGREES TO:**

**1. INDEPENDENT CONTRACTOR:**

PROVIDER, in the performance of this Agreement, shall be and act as an independent contractor. PROVIDER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of SCOE, and are not entitled to benefits of any kind or nature normally provided employees of SCOE and/or to which SCOE employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. PROVIDER assumes the full responsibility of the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. PROVIDER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to the Provider's employees. All federal and state tax payments are the sole responsibility of the PROVIDER. SCOE issues 1099 forms according to Internal Revenue Service reporting requirements.

**2. PROVIDER SERVICES:**

PROVIDER will provide direct care, supervision and guidance for children at all times in accordance with this Agreement. PROVIDER agrees to provide quality child care and development services in accordance with Community Care

Licensing, Head Start Performance Standards, and State Program Funding Terms and Conditions. Between sources issuing standards and regulations, the stricter standard or regulation shall prevail.

PROVIDER will comply with all applicable federal, state, and local regulations, including, but not limited to, Equal Employment Opportunity Act, Fair Labor Standards Act, Department of Social Services Title 22 regulations, USDA/Child Care Food Program regulations, Department of Health and Human Services pertinent regulations. PROVIDER is solely responsible for any fines or costs it incurs for failure to comply with required laws

PROVIDER shall provide parents/guardians unlimited access to their children during normal business hours of provider operation and whenever the children are in the care of the provider.

**3. DEBARMENT:**

PROVIDER certifies that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. A change in status in this matter is grounds for immediate termination of this agreement/contract.

**4. INSURANCE REQUIREMENTS:**

PROVIDER shall at her/his own expense, obtain liability insurance at a limit of not less than one million dollars that shall be kept in force during the entire term of this agreement. Failure to maintain liability insurance in the limits stated above is grounds for immediate termination of this agreement. PROVIDER shall list SCOE as additionally insured on the Liability Insurance policy. PROVIDER shall provide SCOE with Certificate of Insurance.

**5. DISCRIMINATION IS PROHIBITED:**

PROVIDER shall operate on a nondiscriminatory basis, giving equal treatment and access to services without regard to sex, sexual orientation, gender, gender identification, ethnic group identification, race, ancestry, national origin, religion, color, age, marital status, veteran status, mental or physical disability, or any other characteristic provided by local, State or federal law.

**6. ENVIRONMENT:**

PROVIDER must achieve a minimum average score of "Good" on each Family Child Care Environment Rating Scale subscale.

PROVIDER shall be cleared in all areas indicated on the FCCH Health and Safety Screener prior to start up with EHS children.

PROVIDER shall complete a Daily Indoor/Outdoor safety check to ensure there are no current hazards. In addition, the areas listed under the Health and Safety Checklist will also be completed and reviewed annually.

PROVIDER shall provide a healthy, safe, nurturing environment that is offered at all times with continuous supervision of children as outlined on the Supervision Plan.

PROVIDER has emergency plans in place.

PROVIDER shall conduct self-monitoring as outlined on the Drill and Inspection log.

PROVIDER shall permanently post items specified on the Posting Checklist, which will be supplied by SCOE in the form of a Provider Documentation binder.

PROVIDER shall secure health certificates for pets to document up to date immunizations and freedom from any disease or condition that poses a threat to children's health. Family child care providers must ensure that pets are appropriately managed to ensure child safety at all times.

**7. CHILD HEALTH FILE:**

PROVIDER maintains a child health file that includes emergency card and contact information, copy of health insurance card, health history, copy of physical, copy of any special circumstances (seizure plan, asthma care, special meals, etc.), and any notice of needed information given to the family

**8. NUTRITION AND MEAL SERVICE:**

Meal service will conform to United States Department of Agriculture/Child Care Food Program requirements and federal requirements for meals low in salt, sugar and fat. Provider is responsible for its participation in the Child Care Food

Program. Nutritious breakfasts, lunches, morning and afternoon snacks will be provided to children at proper intervals. Infant feeding will follow proper infant feeding plan and techniques.

Family style meal service, with the serving platters, bowls, and pitchers on the table so all present can serve themselves, should be encouraged, except for infants and very young children who require an adult to feed them. A separate utensil should be used for serving. Children should not handle foods that they will not be consuming. The adults should encourage, but not force, the children to help themselves to all food components offered at the meal. When eating meals with children, the adult(s) should eat items that meet nutrition standards. The adult(s) should encourage social interaction and conversation, using vocabulary related to the concepts of color, shape, size, quantity, number, temperature of food, and events of the day. Extra assistance and time should be provided for slow eaters. Eating should be an enjoyable experience at the facility and at home. Special accommodations should be made for children who cannot have the food that is being served. Children who need limited portion sizes should be taught and monitored.

#### **9. RATIO AND GROUP SIZE:**

PROVIDER will maintain a child ratio schedule and update as changes occur. A copy of the ratio schedule and roster of children will be provided to SCOE. PROVIDER will follow the licensing and Head Start ratio and group size requirements; whichever is more stringent.

#### **10. PROVIDER/ASSISTANT QUALIFICATIONS:**

PROVIDER has 15 hours of training on preventive health practices as required by Title 22 Licensing Regulations.

PROVIDER shall provide SCOE with current CPR/First Aid verification cards for all adults involved in providing child care services every two (2) years.

As outlined in the Head Start Performance Standards, PROVIDER has previous early child care experience and at a minimum, enrolled in a Child Development Associate (CDA) FCCH program or an Associates or Bachelor's degree program in child development or early childhood education within six months of beginning participation in the program. Within 2 years complete the CDA FCCH program, or hold an Associates or Bachelor's degree in child development or early childhood education. Note: Assistants are not required to meet the educational requirements, unless they are used as a substitute during a provider's absence. At least one adult onsite must meet the qualifications listed above at all times.

#### **11. PROFESSIONAL GROWTH:**

PROVIDER shall complete a Professional Growth Plan. Providers are encouraged to attend the annual provider orientation, Child Care Resource & Referral trainings, Head Start trainings and FCCHEN workgroups.

#### **12. TRANSPORTATION**

PROVIDER shall not transport EHS CCP children while in care of the provider.

#### **13. EDUCATION AND ACTIVITY PLANNING:**

PROVIDER completes the Desired Results Developmental Profile (DRDP) assessments. Child observation reporting periods are three times a year and results used to inform activity planning and to inform parent of the status of their child. The assessment results are used for individual child, provider and program planning for school readiness. A written comprehensive and coordinated planned program of daily activities based on each child's individual development, as well as appropriate activities for groups of children at each stage of early childhood. The objective of the program of daily activities should be to foster incremental developmental progress in a healthy and safe environment and should be flexible to capture the interests of the children and the individual abilities of the children. The basic elements should include:

- a. Physical development, which facilitates small and large motor skills;
- b. Family development, which acknowledges the role of the family, including culture and language;
- c. Social development, which leads to cooperative play with other children and the ability to make relationships with other children and adults and children of other backgrounds and ability levels;
- d. Emotional development, which facilitates self-awareness and self-confidence;
- e. Cognitive development, which includes an understanding of the world and environment in which they live and leads to understanding science, math, and literacy concepts, as well as increasing the use and understanding of language to express feelings and ideas.

The planned program should provide for the incorporation of specific health education topics on a daily basis throughout the year. Topics of health education should include health promotion and disease prevention topics, e.g., handwashing, oral health, nutrition, physical activity, etc.

#### **14. DENTAL SERVICES**

PROVIDER promotes the habit of regular tooth brushing as indicated in the HS dental procedure.

**15. POSITIVE GUIDANCE**

PROVIDER and Assistants will use positive guidance when responding to undesired child behavior rather than corporal punishment, emotional, or physical abuse, unnecessary restraint, humiliation, isolation, or denial of food, water or bathroom privileges.

**16. REIMBURSEMENT AND ATTENDANCE:**

PROVIDER shall submit his/her current fee schedule, policies and a copy of the agreement between the provider and the parent/guardian.

PROVIDER shall provide a completed W-9 and copy of tax identification number, along with a copy of photo identification.

PROVIDER must agree to never solicit, in cash or in kind, additional payments from any families enrolled in FCCHEN, except for the costs of field trips. PROVIDER will inform families of any additional fees for field trips prior to enrolling the child. The maximum total of field trip charges per child cannot exceed twenty-five dollars per year.

PROVIDER shall maintain a daily sign-in and sign-out attendance claim for each child for which SCOE is making reimbursement. Signature of the parent/guardian or authorized adult picking up or dropping off the child is required daily with exact in and out times. Both the parent/guardian enrolled in the program and the PROVIDER must sign the claim at the end of each month verifying that the information recorded on the claim is correct.

Child care must be properly documented on SCOE attendance claims. Attendance claims are due in the SCOE office no later than 5:00 pm on the fifth (5<sup>th</sup>) calendar day of the month following care. The first and second time a claim is submitted with incomplete or inaccurate information, the claim will be processed based on approved/certified care. The third occurrence will constitute termination of services.

Absences shall be excused in accordance with the SCOE regulations as stated in the FCCHEN Parent/Guardian/Provider Participation Guidelines handbook. All absences must be verified in writing on the monthly attendance claim by stating the reason for the absence, along with a full-signature.

**17. LICENSE:**

PROVIDER shall provide SCOE with a copy of their valid family child care home license. PROVIDER shall keep license current during the course of involvement with FCCHEN. If for any reason PROVIDER’S license lapses, PROVIDER shall notify SCOE, FCCHEN within one (1) business day. Failure by PROVIDER to notify SCOE of a license lapse may constitute fraud and could result in criminal penalties under the laws of the State of California.

PROVIDER shall immediately report any licensing citations or violations to SCOE.

PROVIDER shall submit a copy of licensing clearance for all adults in the home. All assistants and family members (18 and over) in the home must have a Department of Justice (DOJ) background/fingerprint clearance. PROVIDER shall notify SCOE as changes occur to the information indicated on the Provider Staffing Structure form. Within 5 days of any changes, PROVIDER shall submit an updated Provider Staffing Structure form and a copy of the DOJ clearance. Within 30 days, PROVIDER shall submit the Facility Personnel Report Summary issued by licensing.

**18. RELIGIOUS ACTIVITY IS PROHIBITED:**

PROVIDER shall exclude religious worship and instruction from the program. No religious worship, instruction or proselytizing is allowed for enrolled children or families in accordance with federal and State laws.

**19. PROVIDER/ASSISTANT HEALTH:**

PROVIDER shall submit a copy of their physical exam clearance.

PROVIDER shall submit a copy of current tuberculosis clearance every four (4) years for all adults involved in providing child care services.

PROVIDER shall submit a copy of immunization clearance in accordance with licensing regulations for all adults involved in providing child care services.

**20. COLLABORATION WITH FAMILY SUPPORT SERVICES AND PARENT INVOLVEMENT ACTIVITIES:**

PROVIDER will collaborate with SCOE staff to offer family support services and to promote parent involvement in program activities. PROVIDER will support SCOE efforts to offer appropriate services to disabled children. PROVIDER will notify SCOE of reasonable suspicion of child abuse and/or neglect for enrolled children and families, in addition to PROVIDER carrying out his/her mandated reporter responsibilities to Child Protective Services.

**SCOE AGREES TO:**

**1. REIMBURSEMENT:**

SCOE agrees to reimburse PROVIDER for services satisfactorily rendered for each subsidized child who is authorized to receive care under this Agreement and Certificate for Child Care Services, which will be issued to PROVIDER at the time of initial authorization of child care services by SCOE. SCOE shall issue a Provider Notice of Communication when changes to child care services occur or for termination of a Certificate.

AGENCY will reimburse the licensed PROVIDER at the EHS rate provided by SCOE. Reimbursement rate will be based on the provider's qualifications as follows:

Working on meeting the HS education requirements: **\$39.00 per day**

Hold a FCCH CDA, or Associates degree or Bachelor's degree in child development or early childhood education: **\$41.00 per day**

Reimbursement for child excused absences and best interest days are only allowed when the provider documentation states that such payment is required from non-subsidized families. This does not apply to non-scheduled days or times. Child best interest days are limited to ten (10) days per fiscal year (July 1 – June 30).

SCOE shall pay for a maximum of two hundred forty six (246) child care service days per child per contract year.

SCOE does not pay PROVIDER for any day following a child's official drop from the program or removal from the FCCHEN EHS. SCOE will make every effort to fill the child care vacancy as soon as possible. PROVIDER is free to fill the vacancy with children from the public.

Payment is mailed once a month, by the end of the month in which the claim is submitted and care was provided. Claims received after the 5<sup>th</sup> working day of each month will not be processed until the following month.

**2. REFUSAL OF REIMBURSEMENT:**

SCOE shall not provide reimbursement without a signed Agreement for Child Care Services, approved Certificate for Child Care Services and required PROVIDER documentation.

SCOE shall not provide reimbursement without a properly signed attendance claim.

SCOE shall not provide reimbursement if PROVIDER'S license expires, has not been issued at a new address and care has been provided at that the new address, or has been revoked or suspended.

SCOE is not obligated under this Agreement to provide reimbursement for services when attendance claims for said services are submitted more than thirty (30) days after child care services are provided to eligible child(ren) covered by this Agreement. Failure of the PROVIDER to submit an attendance claim to SCOE with thirty (30) days shall constitute a waiver of the PROVIDER'S right to receive reimbursement from SCOE for child care provided.

SCOE does not provide reimbursement when PROVIDER is unavailable to provide services. A non-operational day is defined as a PROVIDER who is unavailable to provide services such as when the PROVIDER is ill, on vacation, closed for holidays or elects not to provide services.

**3. TRAINING AND TECHNICAL ASSISTANCE:**

As a licensed PROVIDER, the PROVIDER is charged with rendering quality child development services and for undergoing training at his/her own initiative. SCOE will provide technical assistance to the PROVIDER to facilitate compliance with required national and state standards and regulations.

SCOE will provide PROVIDERS with the opportunity to attend Professional Development Trainings at no cost in early child development, implementation of curriculum, working with children with disabilities, effective communication with children and their families, safety, sanitation, hygiene, health practices and CPR/First Aid, child abuse and neglect and USDA child food program.

SCOE will support the provider using the practice-based coaching model. This model is used to support effective teaching practices for providers. Based on FCCERS, DRDP data, and individual child goals, SCOE provides monthly on-site mentor coaching and activity planning assistance.

**4. REFERRAL OF CHILDREN:**

SCOE will certify and refer eligible families to approved FCCHEN EHS PROVIDERS.

**5. FAMILY SUPPORT SERVICES AND PARENT INVOLVEMENT:**

SCOE will arrange for family support services or referrals to agencies offering such services, as well as offer a variety of parent involvement opportunities. SCOE will assist with coordination of services required for children with disabilities. SCOE will work on a collaborative basis with PROVIDER on any case involving reasonable suspicion of child abuse or neglect for enrolled families, including coordinating of reporting to Child Protective Services or appropriate law enforcement agency.

**6. SUPPLIES:**

SCOE will provide necessary postings and forms needed to complete required paperwork.

SCOE will provide diapers and non-latex gloves for diapering children enrolled in EHS.

SCOE will provide dental education materials and tooth brushing supplies for children enrolled in EHS.

SCOE will provide a lending library of items to enhance the quality, health and safety of the PROVIDER's environment.

**7. TERMINATION POLICY:**

SCOE may terminate this Agreement for Child Care Services if the PROVIDER is deemed in violation of FCCHEN policy or is in violation of licensing regulations.

SCOE may terminate this Agreement for Child Care Services if the PROVIDER falsifies any information. SCOE shall give written notice of termination stating the last day PROVIDER may participate. A PROVIDER may request a fair hearing. A written request for a fair hearing must be filed with SCOE within fourteen (14) calendar days from the receipt of the termination notice.

This form is only an Agreement for Child Care Services. SCOE has not inspected or warranted the condition of the facility or the degree of type of supervision. SCOE assumes no responsibility for injury or damage arising from the performance of this Agreement. The PROVIDER agrees to defend and hold harmless SCOE, its officers and employees from costs or suits or liability allegedly arising from the provision of child care services.

Incorporation of the provisions of the Head Start Act and Title 5 California Code 18074 – 18076.2 are incorporated into this Agreement. If there is a conflict between the terms of this Agreement and these regulations, the specified regulations will take precedence.

WE, The Undersigned, understand and agree to the statements, policies and regulation appearing within this Agreement for Child Care Services.

**PROVIDER**

Printed Name: \_\_\_\_\_ Social Security or Federal I.D. Number: \_\_\_\_\_

Incorporated (A company that is classified as a corporation):  Yes  No

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STANISLAUS COUNTY OFFICE OF EDUCATION**

Tom Changnon, Stanislaus County Superintendent

by \_\_\_\_\_ Date: \_\_\_\_\_

Jannie Zazueta Perez, Child Care Services Supervisor

**ACCOUNT NUMBER:** 12-6107-X-5814-0001-1000-000-7031-XX

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