



GENERAL CHILD CARE FAMILY CHILD CARE HOME EDUCATION NETWORK 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) established pursuant to California Department of Education (CDE), Early Learning and Care Division requirements.

AGREEMENT PERIOD:

This Agreement shall remain in effect not to exceed (1) year. 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.

PROVIDER shall follow FCCHEN Funding Terms and Conditions, and Title 22 Regulations.

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 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. 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 reporting requirements.

2. PROVIDER SERVICES:

PROVIDER will provide direct care, supervision and guidance for children at all times in accordance with this Agreement and the FCCHEN Parent/Provider Participation Guidelines handbook. PROVIDER agrees to act in an independent contractor capacity and not as an officer or employee or agent of SCOE or the State of California.

PROVIDER shall provide parents unlimited access to their children and providers caring for 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 REQUIREMENT:

PROVIDER shall at her/his own expense, obtain liability insurance at a limit of not less than one million dollars 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, or mental or physical disability.

Provider shall be in compliance with Title III of the American Disabilities Act (ADA) which applies to all public accommodations and family child care providers are a place of public accommodation. The ADA prohibits providers from excluding children because of their disabilities. SCOE shall make a case by case assessment of what a child with a disability requires to be integrated into provider's program, and assess whether accommodations can be made in family child care setting as needed.

6. ENVIRONMENT:

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

PROVIDER shall permanently post, in a prominent location, information about the registered sex offender database that is available on the Megan's Law website and give families licensing form 995 or 995A, Notification of Parent's Rights provided by the State Department of Social Services.

PROVIDER shall complete a Child Supervision Plan annually.

7. RATIO AND GROUP SIZE:

PROVIDER shall maintain the child ratio schedule annually and update as changes occur. PROVIDER will follow the licensing ratio and group size requirements.

8. PROVIDER/ASSISTANT QUALIFICATIONS:

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

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

9. TRANSPORTATION:

If provider transports FCCHEN children, PROVIDER shall furnish SCOE with a copy of their Driver's license, vehicle information and automobile Insurance Policy Declarations Page showing coverage as indicated on the SCOE Provider Automobile Use form.

10. EDUCATION AND ACTIVITY PLANNING:

PROVIDER completes the Desired Results Developmental Profile (DRDP) Assessments through Learning Genie. Child observation reporting periods are (2) two times a year and results are used to inform activity

planning and to inform parent of 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 activity based on each child's individual development as well as appropriate activities for groups of children at each stage of early childhood .

11. 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.

12. REIMBURSEMENT AND ATTENDANCE:

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

PROVIDER shall submit 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 can not exceed twenty-five (25) dollars per year.

PROVIDER shall maintain a daily sign-in and sign-out attendance claim for each child for which SCOE is making reimbursement. Full signature of the parent or authorized adult picking up or dropping off the child is required daily with exact in and out times. Both the parent 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 (5th) working 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/Provider Participation Guidelines handbook. All absences must be verified in writing by the parent on the monthly attendance claim by stating the reason for the absence, along with a full signature

13. 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. Violations will result in the following:

- Type A: Termination from FCCHEN.
- Type B: Provider will be placed on a 6-month probationary period. Action plan will be developed and any violation of action plan will result in termination from FCCHEN.
- Type C: Provider will be placed on 3-month probationary period. Action plan will be developed and any violation of action plan will result in termination from FCCHEN.

PROVIDER shall ensure that all assistants and family members (18 and over) in the home have a Department of Justice background/fingerprint clearance.

14. RELIGIOUS ACTIVITY IS PROHIBITED:

PROVIDER shall exclude religious worship and instruction from the program.

15. PROVIDER/ASSISTANT HEALTH:

PROVIDER shall provide Immunization Clearances as required by licensing.

PROVIDER shall submit a copy of current tuberculosis clearance every four (4) years.

SCOE AGREES TO:

1. REIMBURSEMENT POLICY:

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 a rate not to exceed the agreed upon amount to be provided by SCOE. Reimbursement rate will be based on the child's age, certified hours of care and other adjustment factors.

PROVIDER caring for a preschool child may be eligible to receive a rate adjustment when the child has an active Individual Education Plan, identified as being At-Risk, active Child Protective Service case or if the child is limited or non-English proficient.

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 eight (248) 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. 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 5th 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. REFERRAL FOR CHILDREN:

SCOE will certify and refer eligible families to approved FCCHEN providers.

4. 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 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
Scott Kuykendall, Stanislaus County Superintendent

by _____ Date: _____ Agreement End Date: _____
Jannie Zazueta Perez, Child Care Services Manager

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

Distribution: White-Business Office Yellow-Provider File Pink-Provider