Child Care Resource Center™
Quality · Support · Development · Education

CCRC Child Care Service Agreement

Please read this Agreement carefully to ensure you understand each program.
This Agreement does not confirm enrollment into all CCRC programs.

This CCRC Child Care Service Agreement (hereinafter referred to as "Agreement") is between Child Care Resource Center (hereinafter referred to as "CCRC") and the Child Care Provider (hereinafter referred to as "The Provider") (jointly referred to hereinafter as "the parties").

Provider/Facility Name ______ Tax ID/Social Security #

Provider Address ______ City ______ County ______ Zip Code

Provider Mailing Address (if different from above) ______ City ______ County ______ Zip Code

Child care Address (if different from Provider address) ______ City ______ County ______ Zip Code

☐ I am a multi-facility Provider. Please complete the following Multi-Site Provider page(s) to document all facilities you will accept child care subsidy payment.

Primary Phone # ☐ Cell Phone ☐ I can receive text messages ______ Facility Website (if applicable)

Secondary Phone # (if different than above) ______ E-mail address ☐ I would like to receive e-mail updates

Director/Owner Name (if different from Provider/Facility name)

I accept children with variable schedules: ☐ YES ☐ NO

This facility is a: ☐ License-Exempt Child Care (Family/Friend/Neighbor) ☐ Licensed-Exempt Child Care Center
☐ Licensed Family Child Care ☐ Licensed Child Care Center

In signing below, the Provider acknowledges that they have read and understood this Agreement. The Provider further acknowledges they are an independent contractor and not an employee of CCRC. The Provider has no authority to commit, act for, or on behalf of CCRC, or to bind CCRC to any obligation or liability.

Provider Name (Print) ______ Provider Signature ______ Date

For CCRC Use Only

Date received by CCRC ______ Processed by (Full Name) ______ Date fully executed

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Definitions

- **Days**: Calendar day(s) unless otherwise specified.
- **Fiscal Yea**r: The twelve (12) month period beginning July 1st and ending the following June 30th.
- **Independent Contractor**: The Provider's relationship with CCRC; no employer-employee relationship between Provider and CCRC.
- **Provider**: Any person or entity providing direct child care services to a family receiving child care subsidy through CCRC.
- **Regional Market Rate (RMR)**: The amount defined by the State of California as the maximum amount that can be reimbursed to a Provider.

Conditions of Agreement

This Agreement is made and entered into in the State of California and Federal Government of the United States, and shall in all respects be interpreted, enforced and governed under the laws of said State. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties, by virtue of the identity, interest or affiliation of its preparer.

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons or circumstances shall remain in full force and effect.

The Provider further acknowledges that it is their legal obligation to be truthful and accurate in all of their dealings with the Child Care Resource Center. Any attempt to deceive CCRC, to obtain payments the Provider has not earned, is a felony in California and must be reported.

This Agreement contains the entire understanding of the parties and shall supersede any previous written or verbal communication regarding the terms of this Agreement. This Agreement may be signed in counterparts, each taken together constitute one and the same binding document.

There are no verbal agreements, representations or understandings affecting this Agreement or any supplements thereto of the subject matter hereof, and all negotiations, representations and understandings are merged herein. This Agreement reflects and contains all of the agreements, understandings, and representations made between the parties and expressly supersedes, cancels and annuls all contracts, understandings and agreements of prior date between the parties hereto and shall continue enforce and govern all transactions between the parties hereto until the expiration or termination of this Agreement by either party.

The Provider hereby acknowledges that it is acting as an **independent contractor** and not as an employee, officer, or agent of CCRC or the State of California. Provider further understands that CCRC and Partnering Agencies are not the Provider's employer, and, therefore, the Provider is not entitled to benefits accorded to CCRC's employees, including but not limited to vacation, paid sick leave, Workers' Compensation insurance, disability, profit sharing or retirement benefits, unemployment insurance compensation, or group medical or life insurance, or any other fringe benefits or benefit plans offered by CCRC to its employees. None of the duties or rights of the Provider under this Agreement may be delegated or assigned, voluntarily or otherwise without the express written consent of CCRC. CCRC will not be responsible for withholding or paying any income, payroll, FICA, or other federal, state or local taxes, federal or state unemployment insurance contributions, state disability premiums, or any similar taxes or fees relating to the fees earned by Provider's employees hereunder. Provider alone shall be responsible for and shall indemnify CCRC against all such taxes and contributions, including penalties and interest. Provider shall be fully responsible for any employee or independent contractor employed or engaged by CCRC in connection with the performance of this Agreement, and Provider shall indemnify Provider against any claims made by or on behalf of any such employee or contractor.

Child Care Resource Center will provide technical assistance concerning this Agreement, if requested by the Provider.

Changes to this Agreement

CCRC may make changes, revisions, and/or additions to this Agreement at any time. The Provider will receive written notification of any amendments, which shall be effective immediately. The Provider's continued participation under this Agreement or any amendment thereto shall be considered their acceptance.

The parties agree that CCRC is not required to have a new agreement signed with every change or addendum. Written amendments will be considered as received, unless returned by the Post Office or other courier. The Provider is free to terminate this Agreement upon receipt of any change to this Agreement as provided herein. However, based on language from CCRC funding sources, a Provider signature may be required for specific updates in addendums added to this Agreement. Failure to submit a Provider signature may result in the termination of child care services until a signed document is provided to CCRC.

Child Care Fraud

CCRC is required by State, Federal and County regulations to hold accountable Parents and/or Providers who receive services and/or payments by misrepresenting or withholding pertinent information. CCRC Board policy defines fraud as "any intentional action or intentional omission that results in falsification and/or misrepresentation of information, either verbal or written, resulting in ineligible use or provision of child care and/or ineligible receipt of child-care payments." This also includes License- Exempt Providers who falsify the nature of the Provider's relationship to the child.

CCRC works with Welfare Fraud investigators, as well as the County District Attorney's office, on cases of suspected child care fraud by providing documentation including, but not limited to, attendance records and payment history as requested. Consequences of ineligible child care may range from a repayment plan to prosecution by the District Attorney's office.

Any Provider terminated for fraud from any CCRC program shall be considered permanently terminated and not allowed re-entry to any CCRC payment program.

Length of Agreement

This Agreement shall be in effect from **October 1, 2026 to June 30, 2031**, unless otherwise notified in writing by CCRC. CCRC may, at its discretion, continue this Agreement on a month-to-month basis after **June 30, 2031** by providing written notice.

Indemnification and Hold Harmless

The Provider shall indemnify, defend, and hold harmless CCRC and its Partnering Agencies, each of their respective officers, agents, directors, employees, affiliates, representatives, successors, and permitted assigns (collectively, "Indemnified Parties") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement (collectively, "Losses") incurred by the Indemnified Parties and/or resulting to any and all contractors, subcontractors, laborers, or to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies and Losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Provider or any of its employees in the performance of this Agreement. Said indemnity shall be required regardless of whether Provider engaged in active or passive negligence and regardless of whether Provider is responsible in whole or in part.

Termination of Child Care Services Agreement (CCSA)

This CCSA may be terminated under the following conditions:

1. Breach of the Agreement: Should either party breach any of the provisions in this Agreement, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Please refer to the CCRC Complaint Policy in the Parent-Provider Handbook for appeal processes.
2. Specific actions by the Provider that shall constitute a breach of this Agreement include, but are not limited to:
    a. Non-compliance with the applicable Community Care Licensing laws and regulations;
    b. Submission of false, misleading, and/or erroneous information;
    c. Failure to maintain required records;
    d. Violation of applicable health and/or safety conditions.
3. Termination of convenience by either party by giving written notice. Upon such termination, CCRC will only be obligated to compensate the Provider for allowable costs of performance, in accordance with this Agreement, through the date service is terminated.
4. Early Head Start Child Care Partnership (EHS-CCP) Termination: This Agreement may be terminated by either party upon thirty (30) days' written notice. Notwithstanding anything to the contrary, this Agreement may be terminated by either party, with or without cause, including if CCRC does not receive federal or state funding to carry out this Agreement. In the event the termination is due to non-continuation of federal funding, CCRC will provide the Provider with fifteen (15) days' notice for such termination.

<u>Attendance Sheets</u> Stage 2, Stage 3, Alternative Payment, Family Child Care Home Education Network (FCCHEN), General Child Care (CCTR)

1. CCRC issues a monthly pre-printed attendance sheet to the Provider via the Provider Portal. The Provider is responsible for completing the monthly attendance sheets from the Provider Portal for each child who is authorized to receive services.
2. Attendance sheets must remain in the possession of the Provider. Attendance sheets may not be given to the Parent.
3. The Provider is responsible for ensuring that attendance sheets are completed daily and accurately with the exact time the child enters and leaves care, including AM and PM.
    a. Continued incomplete and/or inaccurate completion of the attendance sheet may lead to termination of the Provider's Agreement.
4. The attendance sheet must be completed in ink.
5. **Do not use correction tape or fluid ("white out").** If correction is needed, the error should be crossed out with pen and initialed next to correction.
6. All authorized days must be accounted for on the attendance sheet. If the child did not attend care, the reason must be recorded on the front of the attendance sheet on the line corresponding to date in question.
7. After the service month has ended, Provider and Parent must sign with their legal signature and date the bottom of the attendance sheet. The date indicated on the attendance sheet **must** be either on or after the last day child care services were rendered. CCRC cannot reimburse Providers when the Parent or Provider signature is missing.
8. Attendance sheets can be submitted via drop box located outside a CCRC office, inside at the reception desk, via USPS mail, or digitally through the Provider Portal.
9. The attendance sheet serves as the Provider's invoice to CCRC and is only valid in the fiscal year it was issued. Please note: **Attendance sheets must be submitted within sixty (60) calendar days following the close of the fiscal year, June 30th, for payment to be processed**. No other forms will be accepted.
    a. **Exception**: Early Head Start Child Care Partnership (EHS-CCP): Payments will be issued by the end of the month in arrears.
10. The Provider is required to contact CCRC to report when a child has been absent without a reason or there has been no contact from the Parent for seven (7) consecutive days.

Povider Reimbursement/Payment

All Providers:

1. The Provider's rate of reimbursement will be based upon review of the maximum authorized hours of care, the Provider's public rate sheet, and payment guidelines. Reimbursement may not exceed the California Department of Social Services (CDSS) Regional Market Rate (RMR) ceilings.
2. Policies/Rates with an expiration date must be updated. The Provider will not receive payment if their rate sheet has expired.
3. The Provider understands CCRC will always provide written approval of child care services. Any charges incurred for child care services **without** written notification from CCRC may be the responsibility of the Parent. Written notification will include effective dates, child care schedule, and rates.
4. CCRC will notify the Provider of the last day of payment in writing.
5. CCRC will not pay for continuous care lasting twenty-four (24) hours or more.
6. When a child's authorization includes a partial week or month, payments for that period will be prorated.
7. The Provider understands that payment for child care services will not be made without a completed Provider Packet on file, including a complete and executed Child Care Services Agreement.
8. CCRC does not pay for:
    a. Meals, transportation, field trips, and other special activities that are not already in the Provider's basic child care rate.
    b. Late fees charged to a Parent whose child is not picked up at the required time.
    c. Deposits or any other type of advance payment to reserve a space for a child.
    d. Tuition, book fees, clothing/uniforms, or any other related charges for children attending private or public school.
    e. Hours a child is attending in-person learning or when in-person instruction is available.
9. The Provider understands that they may be prosecuted for fraud and required to repay any overpayment resulting from false or incorrect information. Overbilling for services can lead to legal action resulting in penalties of fines, imprisonment, or both; and any overpayment is subject to recovery by CCRC.
10. By signing this Agreement, the Provider gives consent for CCRC to collect any overpayments made to the Provider by recouping funds from future payments. If funds cannot be recouped with future payments, the Provider will reimburse CCRC for any overpayments by check, money order, or cashier's check.
11. Attendance sheets will only be returned for correction if the Parent or Provider signature is missing. CCRC will not return attendance sheets for other missing criteria.
    a. CCRC strongly encourages Parents and Providers to review the attendance sheet for accuracy prior to submission.
    b. The accuracy and completeness of the attendance sheet is an important part of participation in the subsidy programs. Missing information on the attendance sheets may affect payment.
    c. Payment may be withheld for attendance sheets that are missing required criteria. This will not affect other attendance sheets that have been submitted for reimbursement and are complete with required criteria. The Provider will be contacted regarding missing criteria on any submitted attendance sheets.
12. **Payment will be made based on certified need** as indicated on the Child Care Certificate and absences paid based on program regulations and funding source.
13. Payment is issued to the Provider within twenty-one (21) calendar days of the receipt of a completed

attendance sheet. Adjustment payments will be processed to the Provider within 21 calendar days of the Provider Payment Department being alerted. The schedule of payments is posted in the Provider Portal, available as QR code in CCRC office lobbies, and by mail if requested. By signing this Agreement, the Provider acknowledges receipt of the payment schedule.

14. CCRC will notify the Provider as soon as possible if payment cannot be made within 21 calendar days due to extenuating circumstances which include, but are not limited to, an emergency, natural disaster, or payment system malfunction.
15. Providers will receive reimbursement via Direct Deposit or Provider Pay Card.
16. Providers will only be reimbursed for child care provided during non-instructional hours (before/after school care, holiday care, other planned/unplanned school closures). Reimbursement is prohibited during the hours a child is attending in-person learning or when in-person instruction is available.

License-Exempt Care Provider (Family, Friend, or Neighbor Care):

1. Licensed-exempt Providers cannot claim child care payment for services provided by any other individual(s). The Prover named in this Agreement is the only one authorized to provide the child care services.

Licensed Providers:

1. The Provider may receive payment for up to 10 days of non-operation per fiscal year (July – June). CCRC will only reimburse the Provider for days of non-operation if payment required for those days is noted in the Provider's policies; and those policies are on file with CCRC. The Providers will only be paid if the day of non-operation falls on a day the child is normally scheduled to attend.
    a. If the Provider's non-operational days are calendar year-specific, the Provider is responsible for providing updated non-operational dates annually. For non-operational dates that are the same from year to year, CCRC will apply to future years.
    b. Non-operational days must be on file prior to reimbursement. CCRC will not retroactively apply non-operational days.
2. The Provider will not receive payment for any days over the ten (10) days of non-operation that the Provider is closed and not available to provide service.
3. Child care centers that have both an academic and a child care program must have documented public rates separating educational tuition and from child care rates; and rate sheet should indicate what any registration fees cover. Rates must be the same for subsidized and non-subsidized children or CCRC will not be able to authorize school age care.
4. CCRC reimburses Providers for child absences in accordance with the Provider's absence policy, state regulations, and/or CCRC policy.
5. If a Parent chooses to end care and remove their child immediately, payment will end the last day child care was used. If the Provider's contract with the parent requires a two-week notice, the Parent will be responsible for paying that notice.
6. CCRC may pay registration fees when included in the licensed provider policies if their rates are within the RMR limits and are not higher than those for non-subsidized families.
7. **FCCHEN and CCTR FCCHEN**: If a child is absent more than the allowable number of days per fiscal year, the Parent may be responsible for payment.
8. **FCCHEN, EHS-CCP (fully-funded), and CCTR:** Attendance sheets must be signed daily by the Parent, or designated person picking up/dropping off, using legal signature every time the child picked up from/dropped

off for care. The Provider must initial sections “B” and “C” daily every time the Provider drops off or picks up the child from school.

Rate Changes, Relocation, and Audit

Request for Rate Change

Licensed Providers:

1. The Provider may request a rate change/addition any time of the year as needed. All requests are to be directed to the Provider Liaison team by email or through CareConnect4 (CC4).
    a. Rate change requests must be submitted with the Provider's private fee sheet.
2. All requests received by the 20th of the month, if approved, will be effective on the 1st of the following month. Requests received after the 20th of the month, if approved, will be effective on the 1st of the month after the following month (e.g., requests submitted on April 21st will be effective June 1st).

Provider Relocation

All Providers:

1. The Provider will report plans to relocate to CCRC at least two (2) weeks prior. This Agreement is in effect and applicable **ONLY** at the care address reported on page ii. When a Provider relocates, this Agreement is null and void.
2. If the Provider does not continue care at the new address, the Provider must submit a W-9 form to receive 1099-MISC tax statement.

Licensed Providers:

1. Child care will be closed and payments will terminate as of the relocation date.

License-Exempt Providers:

1. CCRC will provide the appropriate Provider packet and a termination notification.
2. Child care will be closed and payments will terminate within thirty (30) days from the relocation or notification date, whichever comes first.
3. A new completed Provider packet is required to provide care and receive payment for services at the new address. Completed packets received after the termination date will be processed as of the date received. This will result in a gap in child care services.

Records and Audit

All Providers:

1. CCRC reserves the right to inspect and audit the Provider's compliance with any and all provisions of this Agreement. This right to inspect and audit may be with or without notice to the Provider. The Provider specifically agrees to fully cooperate in providing any and all information including, but not limited to, documents concerning children being cared for, attendance records, and other business records of any kind whatsoever.
2. The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code Section 8546.7 for seven (7) years from the end of the fiscal year in which such services were provided or until final resolution of any audits which occurs later.
3. The Provider will maintain strict observance of confidentiality related to children's identification and records based on Welfare and Institutions Code 5328 and related sections, and professional and legal guidelines. This

includes, but is not limited to, sharing the child's name, personal details, or records and documents with anyone not allowed to see them.

4. For tax reporting purposes, the Provider must provide a valid Taxpayer Identification Number, which CCRC will verify through the Internal Revenue Service. If Taxpayer Identification Number provided to CCRC is found to be invalid, child care services will not be authorized with the Provider.

Licensed Providers - Status Changes with Community Care Licensing (CCL)

Types of Changes

1. Cited by CCL for Substantiated Deficiencies: A citation for violation of the regulations and the Health and Safety Code that creates or potentially produces a risk to the health, safety, or personal rights to children in your care.
2. Temporary Suspension Order (TSO): An order made by CCL that immediately suspends the operation of a child care program. A TSO is sought to protect clients from physical or mental abuse, abandonment, or any other substantial threat to the health and safety of the client. Please note that a TSO does not take away a license to operate, but only temporarily suspends a program from operating until further investigation is completed.
3. Probationary Status: A period of time for which a licensee can operate, but must comply with specific terms and conditions set out in a settlement agreement.
4. Revocation: The action taken by CCL to permanently take away a license to operate a child care program.

When any of these changes occurs, CCL will conduct an investigation. Resource and Referral Programs are required to remove a child care facility from their referral database while CCL conducts their investigation. If the allegation is substantiated by CCL, the Provider will not be reinstated to active referral status until the Plan of Correction is completed and confirmed in writing by CCL. If the Provider's license is revoked or a TSO received, the Provider will be removed from active referral status, and sent a termination notice closing care for any active children. CCRC will send written notification regarding the above statuses.

Inactive License: Licensed Providers

1. CCRC will recognize CCL's facility license inactive date and terminate care as of that date.
2. If there is a gap in licensure or the Provider is no longer licensed, the Provider has the option of submitting a license-exempt Provider packet.
3. As a license-exempt Provider, care will only be authorized for one non-relative family; and will become effective when the complete Provider packet is submitted to and approved by CCRC.
4. If the Provider chooses not to provide care as a license-exempt Provider, care will remain terminated until a complete licensed Provider packet is submitted to and approved by CCRC. At that time, care will be approved at the licensed location.

Licensed Providers – Child Care Provider Complaint Policy

Complaints received by CCRC regarding child care providers will be handled in the following manner, as outlined in CCRC's Child Care Provider Complaint Policy. Complaints from a concerned person will be documented and kept confidential by CCRC.

1. Complaints regarding non-compliance with licensing regulations and/or suspected child abuse:
    a. Will be referred to CCL, the Child Abuse Hotline, and/or appropriate law enforcement agencies.
    b. Depending on the nature of the complaint, CCRC may elect to temporarily suspend referrals to the Provider while allegations are being investigated. If the allegation is substantiated or if the investigation is ongoing, no referrals will be made to the Provider until CCRC is notified by CCL that the complaint has been resolved and cleared.
    c. CCRC is available to provide technical assistance to support the Provider in addressing quality and or CCL deficiencies.

2. Complaints regarding areas not related to non-compliance with licensing regulations:
    a. CCRC will not get involved in complaints regarding individual program policies, curriculum, philosophy, or other child care or business-related concerns, but will offer consumer education and possible ways to resolve the situation.

Disclaimer

CCRC reserves the right to withhold referrals to a child care provider or to remove a child care provider from the data files should they determine that a significant care deficit exists. If a child care provider is removed from the data files, they will be notified by mail and will be informed of the appeal process.

Provider Guidelines

All Providers:

1. The Provider will follow all policies and procedures outlined in the Parent and Provider Handbook.
2. The Provider is expected to behave respectfully, use safe and appropriate language and actions, follow program rules, and maintain a positive and safe environment for everyone. Unacceptable behaviors, including physical or verbal aggression, destruction of property, refusal to follow safety rules, disruptive conduct, or abusive communication, will be addressed through redirection and documentation. Continued or excessive behaviors may result in termination of the Provider’s Agreement.
3. A Provider who falsifies attendance records and/or receives services and/or payments by misrepresenting or withholding pertinent information will be dis-enrolled from providing subsidized child care services to CCRC families.
4. The Provider will report all changes to CCRC as explained in the Parent and Provider Handbook, including, but not limited to contact information, location where services are provided, licensing status, hours of operation.
5. The Provider shall, and has the right to, act under the Provider's own direction and initiative in carrying out the Provider's services under this Agreement, and CCRC shall not have any right to exercise any control over the activities, business, and operations of the Provider, except as set forth herein. All financial and other obligations associated with the Provider's business are the sole responsibility of the Provider.
6. At no time shall the Provider represent himself/herself to be an agent and/or employee of CCRC. **The status of the Provider under this Agreement is that of an independent contractor.**
7. The Provider and/or its employees shall not be entitled to benefits accorded to CCRC’s employees by CCRC; including workers’ compensation, vacation or sick pay, medical insurance, and unemployment insurance. The Provider shall be responsible for providing, at the Provider’s expense and in the Provider’s name, appropriate insurance coverage for its employees.
8. The Provider will determine the method, details, and means of providing and/or performing the authorized services, except that the Provider must comply with all applicable County, State, and/or Federal laws, regulations, and requirements, including those imposed on CCRC by the County, State, and/or Federal agencies which are required by such agencies as a condition of receiving funding for child care service subsidies.
9. The Provider shall be responsible for all expenses incurred in association with the performance of the authorized services.
10. The Provider will supply all equipment and materials necessary to provide child care services.
11. The Provider will allow the Parent unlimited access to their child, including written records concerning their child (such as attendance records), during normal hours of operation and/or whenever the child is in the care of the Provider.
12. The Provider agrees to receive and allow full access to scheduled and/or unscheduled visits by a representative of CCRC or funding agency during their hours of operation.
13. The Provider agrees not to engage in any form of unlawful discrimination concerning any employee, vendor, or Parent on the basis of race, ancestry, color, religion, national origin, marital status, sex (including sexual harassment and gender identity), medical condition, pregnancy, sexual orientation, physical and mental disability, or any other protected class pursuant to State and Federal laws and regulations including, but not limited to, the Fair Employment and Housing Act, The Unruh Civil Rights Act, the Americans With Disability Act, and the Civil Rights Act of 1964 as amended.

Licensed Providers:

1. The Provider is mandated by the State of California to report to the Department of Children and Family Services (DCFS) any suspected child abuse, which includes physical abuse, emotional abuse, sexual abuse, neglect, or any other abuse that may endanger a child in their care.
2. The Provider will remain in compliance with applicable CCL requirements, laws, and regulations.
3. The Provider will furnish age and developmentally appropriate child care services.
4. The Provider will pay annual licensing fees before expiration. This will include liability insurance compliance as required.
5. The Provider will not accept children above licensed capacity or outside of their licensed age range. Failure to comply may result in being dis-enrolled from providing subsidized child care services to CCRC families.
6. The Provider agrees to maintain appropriate insurance coverage as determined by CCL. State law requires a Family Child Care Provider to comply with one of the following:
    a. Liability insurance,
    b. A bond,
    c. Signed affidavits (declarations) from all Parents in the Provider's program, stating they are aware that the Provider does not choose to have insurance or a bond. (This does not apply to EHS-CCP; please refer to the insurance requirements in the EHS-CCP section),
    d. Workers' Compensation insurance, or
    e. The Provider agrees to provide Certificates of Insurance concerning the above as applicable.
7. A child care center-based Provider shall refer to regulations of CCL, the Department of Public Works (DPW) Building and Safety, the Fire Department, and the Department of Regional Planning to ensure they meet all requirements.
8. The Provider will comply with providing public access in compliance with State and Federal laws and regulations, including the Fair Employment and Housing Act and the Americans with Disabilities Act.
9. The Provider agrees to comply with all State and Federal wage and hour laws, including the applicable California Wage Order and the Fair Labor Standards Act concerning record keeping, time records, payroll records, overtime, and meal and rest periods.

How to file a Grievance (All Providers)

If the Provider disagrees with an action taken by CCRC, the Provider may contact the Provider Liaison and/or the Quality Assurance department at (818) 717-1000 or 1-866-67-4KIDS, at the following extensions:

Office	Provider Liaison Extension	Quality Assurance Extension
Chatsworth	9206	9216
Antelope Valley	9207	
San Bernardino	9208	
Victorville	9209	

State and Federal Regulations

All Providers:

TOBACCO-FREE WORKPLACE: The Provider certifies under penalty of perjury under the laws of the State of California that the Provider will comply with the requirements of a smoke-free workplace.

ALCOHOL AND DRUG FREE WORKPLACE: The Provider certifies under penalty of perjury under the laws of the State of California that the Provider will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4034 and San Bernardino County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

POLITICAL ACTIVITY PROHIBITED: None of the funds, materials, property, or services contributed by **CCRC** or the Provider under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office, as ordered by the Hatch Act.

HIPAA COMPLIANCE: The Provider shall protect the privacy and provide for the security of Protected Health Information (PHI), pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act (HIPM) of 1996, Public Law No. 1944-191, regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPM") and other applicable laws. Except as otherwise limited in this Agreement, the Provider may use or disclose PHI to perform functions, activities, or services for, or on behalf of, CCRC as specified in this Agreement, provided that such use or disclosure would not violate the HIPM Privacy Rule if done by CCRC only or the minimum necessary policies and procedures of CCRC. The Provider shall obtain reasonable assurances from the person to whom the information is disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Provider of any instances of which it is aware in which the confidentiality of the information had been breached. At CCRC request and upon termination of this Agreement, the Provider shall return all physical embodiments of the information immediately to CCRC. The Provider agrees to keep no copies of the information, electronic or otherwise, except with CCRC express written permission. The obligations set forth in this paragraph shall survive the termination or earlier termination of this Agreement.

REPORTS AND INSPECTIONS: The Provider shall make financial, program progress, and other reports as requested by CCRC or the Director of DHHS and will arrange for an on-site inspection by CCRC or DHHS representatives at the request of either.

DAVIS-BACON ACT, as amended (40 U.S.C. § 276a to a-7): To the extent applicable, the Provider shall comply with the provisions of the Davis-Bacon Act and as supplemented by the Department of Labor regulations (29 CFR part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, the Provider shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, the Provider shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of an agreement shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. §§ 327-333): If it is necessary to modify the Provider's facility or home in order to address safety or compliance issues and if there is grant funding available, CCRC may, but is not required to, contract with a third party to perform the necessary work and modifications. Accordingly, and to the extent applicable, CCRC shall comply with the provisions of Sections 102 and 107 of the

Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor regulations (29 CFR part 5). Pursuant to Section 102 of the Act, CCRC shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or agreements for transportation or transmission of intelligence.

COMPLIANCE WITH CALIFORNIA WAGE HOUR LAWS: The Provider is aware and agrees to abide by its obligation to pay daily overtime compensation pursuant to State and local laws, collective bargaining agreements, or employment contracts. Accordingly, the Provider agrees to comply with all applicable State and local wage and hour laws including, but not limited to, daily overtime and double time pay, as well as meal and rest period requirements. The Provider agrees and acknowledges that it is free to hire, contract, or engage laborers for any purpose it deems appropriate or necessary. The Provider also agrees and acknowledges that it is solely responsible for complying with any and all applicable laws, regulations, and local ordinances pertaining or relating to the hiring, contracting, or engaging of its laborers, including but not limited to, compliance with all applicable wage and hour legal requirements. The Provider further agrees and acknowledges that CCRC does not assume any liabilities for and is not responsible for the Provider's failure to comply with its legal obligations to any of the Provider's laborers, independent contractors, employees, and volunteers.

COPELAND ANTI-KICKBACK ACT (18 U.S.C. § 874 and 40 U.S.C. § 276c): To the extent applicable, the Provider shall comply with the provisions of the Copeland Anti-Kickback Act as supplemented by the Department of Labor regulations (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or sub-recipient shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

EQUAL EMPLOYMENT OPPORTUNITY: To the extent applicable, the Provider shall comply with EO 11246 (Equal Employment Opportunity) as amended. The Provider will not discriminate against any employee in the performance of their agreement or against any applicant for employment in the performance of this Agreement on the basis of race, color, sex, age, or national origin. The Provider will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, age, creed, or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training termination and selection for training including apprenticeship.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (as amended): The Provider shall comply with
the Clean Air Act with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act. Violations shall be reported to the DHHS and the appropriate Regional Office of the Environmental Protection Agency.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. § 1352): The Provider agrees to comply with the Byrd Anti-Lobby Amendment. The Provider shall, to the extent required, file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

LIMITATION OF LIABILITY: To the maximum extent provided by law, in no event shall either party be responsible for any special, indirect, consequential, exemplary damages of any kind, including loss profits and/or indirect economic damages whatsoever, and regardless of whether such damage arise from claims based upon agreement, negligence, tort or otherwise.

LICENSURES/INELIGIBLE PERSONS: The Provider warrants that it has all necessary licenses, certifications, waivers, and exemptions necessary for the provision of services here under and to maintain those licenses as required and applicable. In the event that the Provider must maintain a license, to the extent that such license becomes expired, the Provider services hereunder shall be suspended until such date that CCRC receives a copy of the renewed license. The Provider further warrants and represents that he/she is not designated as an "Ineligible Person," as defined hereunder. CCRC shall conduct periodic screenings against the General Services Administration's List of Parties Excluded from Federal Programs and the Health, The Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the Medi-Cal Ineligibility and Suspension List.

1. Ineligible Person shall be any individual or entity who:
    a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in any state and/or federal health care programs; or
    b. has been convicted of a criminal offense related to the provision of healthcare items or services and has not been reinstated in any state and/or federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.
2. The Provider shall disclose to CCRC immediately any debarment, exclusion or other event that makes the Provider an Ineligible Person.
3. The Provider acknowledges that Ineligible Persons are precluded from providing federal and state-funded health care services by agreement with CCRC in the event that they are currently sanctioned or excluded by a Federal or State law enforcement regulatory or licensing agency; and accordingly shall not bill any government health benefit program if deemed an Ineligible Person. If CCRC becomes aware that the Provider has become an Ineligible Person, CCRC shall remove such individual from responsibility for, or involvement with, CCRC business operations related to this Agreement, this Agreement shall be immediately terminated.
4. CCRC will determine if any repayment is necessary from the provider for services provided by Ineligible Person.

Program Specific Provider Guidelines

Emergency Child Care Bridge Program

1. If providing services in the Bridge program, the Provider must adhere to all Bridge requirements for that county, either Los Angeles County or San Bernardino County.
2. As a provider in the Bridge program, the Provider is an independent contractor, and shall at no time be or represent themselves to be an officer, employee, or agent of either Los Angeles County or San Bernardino County.
3. The Provider shall notify CCRC, within one business day, when a child is absent for five consecutive days.

Monthly Reporting and Payment Terms:

1. CCRC will notify the Provider when a child enrolled in the Child Care Bridge Program has been authorized to begin child care services.
2. The Provider must report any and all changes to the Bridge Program Navigator within five (5) calendar days. Changes include, but are not limited to:
    a. Resource parent drops off/picks up child(ren) outside of the days and hours of authorized care established.
    b. Child absences exceeding five (5) consecutive authorized days.
3. The Provider shall submit a monthly attendance sheet to CCRC for reimbursement. All attendance sheets are due to CCRC by the 8th business day after the end of the care month.
    a. CCRC will review the attendance sheets for accuracy and program compliance. CCRC shall reimburse the Provider on or before the last business day of the month for all accurately completed attendance sheets that are received by the 8th business day of the month.
    b. Attendance sheets submitted after 60 days of the last day of the month for which services were rendered may not be paid.
4. The last day of care with the Provider is the last day of payment. A ten-day notice is not payable in the Child Care Bridge Program.
5. Payment shall be based on the Regional Market Rate (RMR) rules and regulations and guidelines established for the applicable county.
    a. Note: Any charges that are not payable through the Child Care Bridge Program are considered "co-payments" to the resource parent. All co-payments are between the Provider and the resource parent.
6. The Provider shall not be paid for days when the Provider is not open to provide services, except for the days that the Provider has an approved day of non-operation. The number of days of non-operation shall be limited to a maximum of ten days per fiscal year, per Provider.

Family Child Care Home Education Network (FCCHEN)/General Child Care CCTR

Provider Guidelines

1. Providers in the FCCHEN program must be licensed; CCRC does not accept exempt Providers in FCCHEN.
2. The Provider acknowledges that the FCCHEN program is focused on delivering high-quality early education in a safe, nurturing, and welcoming environment. The Provider shall maintain practices, materials, and interactions that promote children's social, emotional, cognitive, and physical development and shall ensure the setting is respectful of family cultures and languages.
3. The Provider will have an open-door policy that encourages parents to participate in the daily activities whenever possible.
4. Information obtained through the Provider's participation in the FCCHEN program may be used by representatives of FCCHEN, independent auditors, or others as necessary for evaluation and administration and to secure ongoing funding of the program.
5. The Provider agrees to uphold all rules and regulations set forth for licensure of a Family Child Care Home by Community Care Licensing (CCL). All CCL complaints will be handled according to CCRC policy as outlined in this Agreement. The Provider shall notify CCRC of any Type A or B citations within 5 calendar days from CCL visit.
    a. Any substantiated Type A violation may have serious implications for the Provider's continued involvement in the FCCHEN program. Each case will be evaluated by CCRC's FCCHEN Leadership to determine disciplinary action taken following a substantiated violation. Those actions may include, but are not limited to, probation from the FCCHEN program, probation from other CCRC subsidy programs, removal of subsidy families from the Provider's care, and permanent suspension.
6. The Provider shall include a nutrition component in its program that ensures that the children have nutritious meals and snacks during the time in which they are in the program. The Provider is not required to participate in the Child and Adult Food Care Program (CACFP), but is required to meet the requirements of the CACFP program. Meals and snacks must be provided to the children (5 CCR § 18578).
    a. The Provider must maintain documentation demonstrating that nutritious meals and snacks are served to all children enrolled in the child care program. Acceptable documentation may include menus, meal production records, attendance and meal count forms, or any other records required to verify that all meals and snacks meet CACFP standards.
7. The Provider may not request, suggest, require, or accept additional payments from a Parent, except under the limited exceptions below or otherwise expressly permitted in this Agreement. No additional costs may be imposed on the Parent through direct service contracts, to include additional payments (co-payment) above the subsidy amount paid by CCRC.
    a. Diapers and wipes: The Parent is responsible for supplying diapers and wipes for their child. The Provider shall inform the Parent in advance when supplies are running low.
    b. Field trips: The Provider may charge for the cost of field trips; not to exceed $25 per contract year per child. The Provider must inform the Parent prior to enrollment that field trip fees may be charged and no reimbursement is available. The Parent shall be informed in advance of field trip details, including date, location, and cost. A signed permission slip is required for each field trip. **A child may not be denied participation in a field trip due to a parent's inability or refusal to pay the fee**. No federal or state funds may be used to reimburse the Parent for field trip fees.
    c. Refund requirement: If additional payments or costs are imposed on a family outside of the permitted exceptions listed above, the Provider shall refund the Parent the full amount of such payments or

costs.

8. A Provider who participates in the FCCHEN program must achieve and maintain an overall rating of "5" on each subscale of the **Family Child Care Environment Rating Scale (FCCERS)**. If the Provider scores below a "5" on any subscale, they will be **required** to participate in trainings on those items scoring below a "5," as specified on a corrective action plan as a condition of continued participation in the FCCHEN program.
    a. The Provider is expected to continue improving or maintain their FCCERS scores while in the FCCHEN program, regardless if there are FCCHEN families currently in care.
    b. If a Provider's rating remains below "5" after the follow-up visit, the Provider will receive written notice and be given thirty (30) days to meet program compliance standards and demonstrate measurable improvement.
    c. If compliance is not achieved within this period, the Provider will be placed on probation for an additional thirty (30) days. Failure to demonstrate sufficient improvement during the probation period may result in further disciplinary action, up to and including suspension or termination of the Provider's participation in the program and termination of this Agreement.
9. The Provider must also achieve an equivalent rating, as determined by CCRC, on any additional or substitute relevant assessment instrument deemed necessary and appropriate by CCRC.
10. The Provider will maintain documentation that includes child observations in Learning Genie, weekly lesson plans, and individualization for all FCCHEN children in care.
11. The Provider will work closely and cooperatively with CCRC's Child Development Coach on conducting a Desired Results Developmental Profile (DRDP) for each child enrolled in FCCHEN. A DRDP will be conducted at the Provider's home within 60 days of enrollment, and then at intervals of six months.
12. The Provider agrees to conduct two parent conferences per child per year to inform the parent of their child's progress.
13. The Provider will provide a developmentally-, linguistically-, and culturally-appropriate program that encourages respect for the feelings and rights of others; and is inclusive of children with special needs.
14. The Provider agrees to participate in professional development activities and trainings offered by CCRC or other approved entities every other month, or as scheduled, with the understanding that the frequency may vary depending on program needs.
15. The Provider agrees to participate in one-on-one coaching in-person once per month; additional sessions may be virtual or in-person.
16. Television or other screen media shall not be used as a substitute for supervision, caregiving, or routine child care activities (including, but not limited to, feeding, napping, toileting, or behavior management. The Provider shall prioritize interactive, hands-on, and teacher-led activities over screen time.
17. The Provider will not incorporate religious instruction or worship into their child care program, per California Department of Social Services (CDSS) regulation 5 CCR § 18017.
18. The Provider agrees to fully implement CCRC's Child Behavior Management, Individualization, Suspension, and Expulsion Policy and Procedure, and related procedures; and only use positive guidance and redirection.
19. The Provider will collaborate and partner with CCRC's Professional Development Coach for support in positive teaching practices, promote mental health services for their staff and families, and implement strategies that support behavioral or developmental needs and challenges. The Provider will, in collaboration with the FCCHEN team, implement the steps necessary to support the child and Parent. The child may be placed in another FCC or Center if all steps have been followed, and it is agreed between the Provider and Parent that placement elsewhere will be more beneficial for the growth and development of the child.

Child Care Resource Center™
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Early Head Start Child Care Partnership (EHS-CCP)

EHS-CCP Provider Guidelines

1. Providers in the EHS-CCP program must be licensed; CCRC does not accept exempt Providers in EHS-CCP.
2. The Provider will provide a minimum of 2,080 operational hours and 208 days, Monday through Friday for non-subsidized EHS/ HS-CCP children; families receiving subsidy will be determined based on family need.
3. The Provider will provide service to a **minimum and maximum number** of children and follow Teacher/Provider-child ratios based on Head Start Program Performance Standards, CDSS CCTR, and CCL requirements as outlined in the below chart:

CCL License Type	Minimum number of CCRC-subsidized children	Maximum Group Size (all children enrolled)	Teacher/Provider-Child Ratios
Small Family Child Care	3 children; 0-60 months of age	6 total children (no more than 2 children under age 2)	1 Provider
Large Family Child Care	5 children; infant, toddler, and/or pre-school-aged	12 total children (no more than 4 children under the age of 2)	2 Providers
Center	8 children; 0-36 months of age	8 total children per classroom (may have 9 children, if third Teacher present)	1 Teacher per 4 children (unless smaller ratios required by Center's other funders and/or regulatory bodies)

4. The Provider acknowledges CCRC's Early Care and Learning Division policy that both the Provider and program staff who are part of the child-adult ratio, and therefore supervising children, are at least 18 years of age, and have completed the process to be associated with the facility and cleared to begin work as required by CCL.
5. The Provider will adhere to the Head Start Program Performance Standards, California Department of Social Services, and CCL requirements.
6. The Provider is required to have systems for assuring the safety of all children at all times, including those times when children are participating in activities in separate rooms or areas, including the outdoor areas.
7. The Provider agrees to provide the following services and participate in the ongoing assessment of quality services as listed below:
   a. Provide full day care at a minimum of 10 hours per day, per child, Monday – Friday, 48 weeks per year for each EHS/HS-CCP child;
   b. Attend collaborative meetings as planned for training, program planning, which may be scheduled after hours and weekends. The Provider and program staff will participate in coaching sessions twice per month and mandatory trainings;
   c. Provide CCRC with a program roster for FCC or classroom roster for center-based program;
   d. Attend annual required trainings, such as SIDS, child abuse prevention, mandated reporting, Americans with Disabilities Act, Child and Adult Care Food Program, and monthly trainings as applicable.
8. Providers and/or their program staff must, at a minimum hold a Child Development Associate (CDA) credential or be actively enrolled in all required coursework and completing all requirements necessary to obtain a CDA (for FCC, with a specialization in Family Child Care), or a CDA-equivalent, within 18 months from the start of service.

9. Subject to the availability of funds, the Provider may submit a request for Career Development Opportunity reimbursement for unit-bearing coursework required for staff to obtain an Associate Teacher Permit and/or to support continued educational advancement in the field of child development.
10. The Provider is required to attend child abuse prevention training (AB1207, as required by CCL), including mandated reporter training, annually.
11. The Provider may not charge the Parent for any additional fees not included in the Provider's basic child care rate; to include late fees, registration fees, diapers, etc.
12. The Provider will coordinate all health and nutrition services in partnership with the EHS-CCP team, including all developmental, sensory, and behavioral screenings; and assist with follow up services, to include up-to-date immunizations and age-appropriate preventative and medical and oral health care. Support the ASQ Online initiative and provide families with information how to use the Parent Access Portal to complete ASQs. Notify the EHS-CCP Coach when a child requires a referral for further assessment and evaluation, or when requested by the Parent for a child with potential or diagnosed health conditions, developmental delays, or other concerns.
13. The Provider will enroll and maintain good standing with the Child and Adult Care Food Program (CACFP), and guarantee all children are being served a healthy, balanced meal, including following meal patterns and portion sizes based on CACFP guidelines. Foods served should be low in fat, sugar, and sodium; and high in nutritional content as required by the Head Start Program Performance Standards. The Provider will ensure that each child present more than six hours per day receives meals and snacks that provide one half to two thirds of the child's daily nutritional needs. The Provider will maintain a record of menus for the EHS-CCP Coach to review on a monthly basis. The Provider will implement family-style meal practices, and practice daily toothbrushing with children.
14. The Provider will inform the EHS-CCP team immediately of any illness outbreak in the facility, including but not limited to: COVID-19, lice, hand/food/mouth disease, chicken pox, roseola rash, ringworm, etc. The Provider must have a designated isolation area for any potential illnesses as part of health and safety measures.
    a. In cases that result in temporary exclusion, the Provider must coordinate with the EHS-CCP team, as well as the Early Care and Learning Health Services team.
15. The Provider shall not use any form of corporal punishment connected with function of living, such as eating, sleeping, or elimination. The Provider will include positive child guidance and discipline rules in information the Parent and post them to the Parent Bulletin Board.
16. The Provider agrees to fully implement CCRC's Child Behavior Management, Individuation, Suspension, and Expulsion Policy and Procedure, and related procedures; and to only use positive guidance and redirection.
17. The Provider will collaborate and partner with the assigned Mental Health Consultant to support positive teaching practices, promote mental health services for their staff and families, and implement strategies that support behaviors or developmental needs and challenges. The Provider agrees that no child can be expelled or suspended, on a short-term or long-term basis, due to behavioral concerns. The Provider will, in collaboration with the EHS-CCP team, implement the steps necessary to support the child and Parent; and if deemed necessary by the Multidisciplinary Team Meeting and Part C Early Intervention Provider (if applicable), implement a supportive plan and/or child's transition to a more suitable program.
18. Implement the most current health, safety, and emergency policies and procedures per CCRC Early Care and Learning, Office of Head Start, CCL, and Caring for Our Children Standards. The Provider must have a system for routine inspection to ensure ongoing safety that meets or exceeds the health and safety standards. Provide plans to notify the Parent and the EHS-CCP team in the event of any emergency or planned/unplanned interruption of service. The Provider and Parent together must develop contingency plans for emergencies.

The Parent must be informed that they may need to pick their child up and arrange for care if the child becomes ill or an emergency arises.

19. Develop a plan with CCRC to address any concerns, issues, or non-compliances found during the evaluation process and implement changes as appropriate within two weeks of the finding(s) or sooner, as stated in the plan.
20. Implement a medication administration policy that meets or exceeds CCL, CFOC, and Head Start Program Performance Standards.
21. Conduct daily health checks of children as they enter the facility and record observations in a daily health check log and throughout the day. The Provider will notify the Parent of any illness/health concern identified (Resource for health in child care settings: www.ucsfChild Carehealth.edu).
22. Complete the feeding and diaper log in Learning Genie for each child. The EHS-CCP Coach will review the daily forms during Provider visits.
23. Support the Parent's completion of the Head Start/Home Activity Timesheets/volunteer forms and submit to the EHS-CCP team monthly as part of the program in-kind requirement.
24. Post Parent Notices and Parent Committee and Policy Council Minutes.
25. Provide culturally and developmentally appropriate early childhood development and education services and show that results that indicate the implementation of the Creative Curriculum with fidelity; and exclude the use of television and limit daily individual computer/tablet time to thirty (30) minutes a day.
26. Provide a safe educational learning environment and child care program; including, but not limited to, developmental activities for children.
27. The Provider shall assist in the assessment of the children's growth and development. The Provider shall write and implement group and individualized weekly lesson plans for each child, post the plans, and provide a copy to CCRC weekly for feedback, coaching, mentoring, and monitoring. The lesson plan format will be provided by CCRC.
28. Complete the DRDP assessment tool two (2) times a year for each individual child in EHS-CCP, by documenting ongoing observations in Learning Genie throughout the assessment period. Assessment results will be shared with the Parent after each assessment period. The collection of ongoing observations will continue through the end of the program year to continue to support individualization.
    a. The Provider shall assess infants, toddlers, and preschool children 0-60 months (FCC) and infants and toddlers 0-36 months (center-based).
29. Conduct two home visits and two parent conferences per child each year to support collaboration between EHS-CCP staff and families, and to strengthen understanding of the child's education, developmental progress, and program activities. Copies of completed home visit and parent conference forms must be submitted to CCRC staff.
30. The Provider shall recognize the ability to use more than one language as an asset, and with parent involvement, shall implement the instructional practices described below to support children's language and literacy development in both the child's home language and the program language. The Provider shall involve parents in planning and implementing these practices and shall document the strategies used and parent communications related to each child's language development.
    a. Infants and toddlers: for children learning more than one language, the Provider shall use practices that promote continued development of the child's home language and provide regular age-appropriate opportunities to hear and engage with the program language.
    b. Preschool children: for children learning more than one language, the Provider shall use practices that support acquisition of the program language while also fostering ongoing development of the child's

home language, including spoken and emergent literacy skills.

31. Work collaboratively with the EHS-CCP team to ensure all annual Program Information Report (PIR) requirements are gathered from families.
32. Participate in the CCRC Head Start, FCCERS/ITERS, and Curriculum Fidelity observations and implement corrective plan of action for areas of non-compliance.
33. Use ChildPlus on an iPad provided for the Parent to sign in/out for any fully-funded children.
34. The Provider will store any potentially toxic substances behind doors/cabinets with child-resistant locks/latches, such as a locked cabinet or room that children cannot open or enter and must be locked at all times. Storing potentially toxic substances in child-resistant containers is another level of protection. The Provider will maintain onsite record of the Safety Data Sheets (SDS) for all chemicals used at the facility.
35. The Provider will ensure all equipment, furnishings, toys, and play materials have smooth, nonporous surfaces or washable fabric surfaces that are easy to clean and sanitize or be disposable.

EHS-CCP: Unusual Incidents and Facility Visits

The Provider will:

1. Complete the verbal Unusual Incident Report (UIR) to both the CCL and the EHS-CCP team within the required 24-hour timeframe. The written UIR **MUST** be submitted to the EHS-CCP team for review before being sent to CCL. The written UIR **MUST** be submitted to CCL within the seven-day deadline from the date of the incident.
2. Provide the CCRC EHS-CCP team with a copy of any Unusual Incident Report (LIC 624B) made to CCL immediately after reporting. The report may be submitted by fax or email.
3. Notify the Parent of any injury or incident immediately. Complete and send an incident/injury report ("ouch report") to the EHS-CCP team; and CCL as required.
4. Report any lack of supervision of children, unauthorized release of children, or injuries requiring medical treatment to the EHS-CCP team immediately.
5. Inform CCP staff of any visits from CCL and DCFS immediately.

EHS-CCP: Provider Insurance Requirements

CCRC requires the Provider to provide proof of adequate insurance to protect CCRC from any exposures arising from the contracted services rendered by the Provider. The Provider shall, at all times during the term of this Agreement, maintain the following insurance from insurance carriers that are rated "A- VI" or better by A. M. Best.

1. **General Liability Insurance:** $1,000,000 per Occurrence, and $2,000,000 Aggregate.
2. **Automobile Insurance:** Must maintain minimum statutory requirements; however, the Provider may not transport any EHS-CCP enrolled children, unless for emergency or evacuation situations, and only when instructed by emergency personnel.

All insurance policies required to be carried by the Provider shall name CCRC as an additional insured and shall contain a provision that requires the insurance company notify CCRC thirty (30) days prior to the termination of any insurance policy where CCRC is so named. The Provider shall provide to CCRC proof of insurance at least thirty (30) days prior to rendering any services under this Agreement. CCRC reserves the right to request proof of insurance at any time from the Provider. Certificates of Insurance must show the name of the insured is the same as the individual or entity listed as the Provider in this Agreement and must be consistent with the name recognized by the IRS. The Provider further agrees to provide CCRC with a W-9 with the correct business or professional name of the

Provider. The Certificates of Insurance should be sent to the CCP Coach. Any variation from the above agreement requirements shall require the written consent of CCRC.

If, at any time, during the term of this Agreement, including any extensions of the term, the Provider fails to maintain the required insurance in full force and effect, CCRC shall have the right to immediately terminate this Agreement and require that all work under this Agreement be discontinued immediately, and all payments due, or that may become due to the Provider, shall be withheld until notice of acceptable replacement coverage is received by CCRC. Any failure to maintain the required insurance shall be sufficient cause for CCRC to terminate this Agreement. In the event of insurance cancellation, CCRC reserves the right, but is not obligated to purchase insurance or insure (or self-insure) for the above required coverage, at the Provider's full expense. If CCRC purchases such insurance, it will be deducted from the amount that is owed to the Provider.

EHS-CCP: Enrollment, Recruitment, Selection, Eligibility, Attendance (ERSEA)

The Provider will:

1. Work in partnership with the EHS-CCP team to recruit EHS-CCP children and collaborate on enrollment activities.
2. Communicate with the EHS-CCP team of any changes with enrollment in a timely manner and work closely to fill vacancies **within 30 days**.
3. Ensure enrolled EHS-CCP children have and maintain their eligibility for subsidized child care by working with the parents and local Resources and Referral agency. Ensure that a child will not be dropped from the program if the family loses their subsidy. The child will continue to be served as EHS-CCP fully funded for the 10 hours specified in the agreement.
4. Not dis-enroll any EHS-CCP eligible child, for any reason, unless termination from services is due to the child aging out (transition) or the termination has been discussed and approved of in writing by CCRC.
5. Record attendance as children arrive on the provided sign-in sheets and/or iPad. Document absences and reasons for absence if/when communicated by the Parent. Notify CCRC within one hour if a child does not show up for care and there is no known reason for the absence.
6. Ensure children maintain **85% attendance** at all times and work closely with the EHS-CCP team to follow up with families that display patterns of chronic absenteeism. The Provider will assist with the ongoing monitoring of attendance of enrolled EHS-CCP children. If child has irregular attendance, the Provider will notify the EHS-CCP team of three days of consecutive absences. However, the Provider will make an attempt to communicate with the Parent on the first day of absence.

EHS-CCP: Quality Supplement

1. Upon receipt of the list of agreed upon start-up items and their accompanying costs and the pre-approval thereof, CCRC agrees to provide funding and/or services to the Provider to support costs related to the program.
2. The EHS-CCP program portion of this Agreement will be paid to the Provider on a per slot payment fee (flat monthly fee). This amount changes every year; the Provider may inquire with CCRC staff about the current payment amount.
3. Payments for the EHS-CCP slot will be made by the end of the month in arrears. Exceptions to this schedule of payments will be made and noted only during the startup period. CCRC shall have the right to withhold payment to the Provider when, in the opinion of CCRC expressed in writing to the Provider:
    a. The Provider's performance under this Agreement, in whole or in part, either has not been carried out or

is insufficiently documented; or

b. The Provider has failed to sufficiently document its request(s) for payment.
c. CCRC shall provide such written notification to Provider within ten (10) business days of receipt of Provider's invoice. The writing shall include specific facts/details supporting CCRC's opinion to withhold payment and reference the specific provisions of this Agreement not met by the Provider; and provide the Provider an opportunity to respond within ten (10) business days; and set a meeting within thirty (30) days to address and resolve the issues raised by CCRC. If CCRC and the Provider are not able to resolve the issue(s) raised, then either party may utilize the Handling Complaints clause or Termination clause included in this Agreement.

4. CCRC conducts business ethically and avoids conflicts of interest, including the appearance of such conflicts. All persons involved in CCRC operations have an equal obligation to avoid conflicts of interest. The following policy is in place to avoid conflict of interest.
   a. A child who is related to a Provider or a Provider's employee participating in the EHS-CCP program may not be enrolled at the same child care facility or classroom.
   b. Applicants, employees, and Providers are required to disclose a conflict of interest relationship at the time of application. Relationships that are disclosed/identified after applicant is enrolled will result in child being transferred or dropped.

EHS-CCP: Good and Valuable Consideration

Pursuant to the financial investment provided in connection with the improvements made to the center or home and yard to bring the facility in compliance with standard requirements, which may include movable items provided such as playground equipment, etc. and improvements made to the yard, grounds, the payment of utilities, and /or indoor space (which will be determined on a case by case basis). If the Provider terminates this Agreement within five (5) years from the effective date of this Agreement, then the Provider shall reimburse CCRC at the then-current prevailing rate of depreciation for the cost of the improvements; and CCRC will remove all movable items placed in the facility. If CCRC terminates this Agreement within five (5) years from the effective date of this Agreement, CCRC will remove all movable items placed at the facility. However, CCRC will not charge depreciation rate.

EHS-CCP: Fully Funded (Enrolled only in EHS-CCP)

For children who are not receiving subsidy and are EHS-CCP eligible, CCRC will fully fund the slot out of EHS-CCP funds. CCRC agrees to pay a rate equal to the Los Angeles or County Regional Market Rates for State Subsidized Programs, which rates are paid out of the EHS-CCP funds; and will receive an additional per slot payment fee (flat monthly fee) per month per non-EHS-CCP subsidized slot enrolled with the Provider. This amount changes every year; the Provider may contact CCRC staff for the current payment amount.
The Per Slot Payment fee (flat monthly fee) for the subsidized slot and fully-funded slot shall be used by the Provider to cover all costs for enhancement services provided to the children and families including, but not limited to: business operational costs, meals, special milk, formula, diapers, wipes, gloves, disposable diaper bags, supplies, staffing to meet Early Head Start and CCL requirements, maintenance of facilities and equipment, and to maintain a safe and healthy environment for children, families, and staff.

1. The Provider agrees to notify the EHS-CCP team within 3 business days of the loss of subsidy. Immediately following notification, the EHS-CCP team will work with the family and provide the necessary support to have the subsidy reinstated. The Provider agrees to keep the child(ren) who loses subsidy enrolled, provided CCRC

has been notified of the subsidy loss; and the Provider will collaborate with the CCRC EHS-CCP team to reinstate the subsidy The child’s funding status will change to fully funded from EHS-CCP funds, and the Provider will be compensated according to the fully funded policy.

2. The Provider must submit sign-in/out sheets no later than the 5th of the month for the previous month. CCRC will use the CCRC rosters to process payments to the Provider no later than the end of the month in arrears.
3. CCRC and the Provider shall maintain copies of all documents required to support invoices for payments for three (3) years from date of service. CCRC shall maintain copies of the invoices and verification of satisfactory performance and compliance with deliverables.
4. The Provider shall identify and report in-kind for donated services by encouraging family participation and strengthening partnerships with community members who can support the program through volunteer time and services. The parties agree that the compensation that will be paid hereunder will represent the fair market in arm’s length transaction in connection with the services to be provided hereunder. No amount paid under this Agreement are intended to be for, nor shall they be construed as an offer or payment made in exchange for any explicit or implicit agreement to recommend the services of CCRC and will not involve the counseling of promotion of a business arrangement of other activity that violates any state, local or federal law. The Provider shall receive no compensation for the services provided pursuant to this Agreement other than those that have been pre-approved.