

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 agreement (“Agreement”) is between Child Care Resource Center (hereinafter known as “CCRC”) and the Childcare Provider (hereinafter known as “The Provider”)

Provider/Facility Name

Tax ID/Social Security #

Provider Address

City

County

Zip Code

Care Address, if different from above

Phone #

Fax #

Facility Website:

Cell #

E-mail address

I can receive text messages

I would like to receive e-mail updates

Director/Owner Name

____ I DO OR ____ I DO NOT Accept children who have variable schedules

The facility is a: ____ License-Exempt Child Care
(Family, Friend or Neighbor)

____ License-Exempt Child Care Center

____ Licensed Family Child Care

____ Licensed Child Care Center

In signing below, Provider acknowledges that they have read and understood this agreement. Provider further acknowledges they are an independent contractor and not an employee of CCRC. 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

CHILD CARE RESOURCE CENTER:

Authorized Representative Name (Print)

Authorized Signature

Date

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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 services. 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 Agreement

CCRC may make changes, revisions, and/or additions to this Child Care Service Agreement (CCSA) at any time. Providers 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 CCSA signed with every change or addendum. Written amendments will be considered as received, unless returned by the Post Office or other courier. Providers are free to terminate this Agreement upon receipt of any change to this Agreement as provided herein.

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 payment 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 until **June 30, 2025** unless otherwise notified in writing by CCRC. CCRC may, at its discretion, continue this agreement on a month to month basis after **June 30, 2025** by providing written notice.

Indemnification and Hold Harmless

The Provider shall indemnify, defend, and hold harmless CCRC and its Partnering Agency's, 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.

Termination of Child Care Service Agreement (CCSA)

This CCSA may be terminated under the following conditions:

- 1) Breach of the CCSA: 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 Handbook with Provider Guidelines 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, safety, and/or licensing conditions.
- 3) Termination of Convenience

This Agreement may be terminated for 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.

Attendance Sheets/Payment: Stage 2, Stage 3, Alternative Payment and Family Child Care Home Education Network (FCCHEN)

- 1) CCRC issues a monthly pre-printed attendance sheet to the Provider via the provider portal. The Provider is responsible for printing the monthly attendance sheets from the Provider Portal for each child who is authorized to receive services.
- 2) The Provider is responsible for ensuring that attendance sheets are completed daily.
- 3) Attendance sheets must remain in the possession of the Provider. Attendance sheets may not be given to the parent.
- 4) The attendance sheet must be completed accurately with the time that the child enters and leaves care.
- 5) The attendance sheet must be completed in ink. Do not use correction tape or fluid.
- 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) In order for CCRC to issue reimbursement for child care services provided, the attendance sheet must include an invoiced amount.
- 8) After the service month has ended, provider and parent must sign their full name and date the bottom of the attendance sheet.
- 9) Attendance sheets will not be returned for correction after submission, and will be paid based on the information submitted, therefore CCRC strongly encourages parents and providers to review the attendance sheet for accuracy prior to submission. The accuracy and completeness of the attendance sheet is an important part of participation in the Subsidized Programs. Missing information on attendance sheets may affect payment.
- 10) Payments will **only be** made for authorized days and hours as indicated in the Child Care Certificate and will pay absences based on program regulations and funding source.
- 11) **For children in the Family Child Care Home Education Network and Child Care Partnership program only:** Attendance sheets must be signed daily by the parent, or designated emergency contact person, every time the parent or designated emergency contact person drops off or picks up the child from care. The provider must initial sections "B" and "C" on a daily basis every time the provider drops off or picks up the child from school.

- 12) The schedule of payments is posted in the Provider Portal.
- 13) Providers will receive reimbursement via Direct Deposit or Provider Pay Card.
- 14) The attendance sheet serves as the child care provider's invoice to CCRC and is only valid in the fiscal year it was issued. Please note: June attendance sheets must be received by the end of July. No other forms will be accepted.
- 15) Exception: Early Head Start/Child Care Partnership: Payments will be issued by the end of the month in arrears.

Provider Reimbursement:

All Providers:

- 1) The Provider's rate of reimbursement will be based upon a review of the approved child care schedule, the Provider's public rate sheet, provider's invoiced amount on the attendance sheet, and payment guidelines not to exceed the California Department of Education (CDE) 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 may not pay for continuous care lasting twenty-four (24) hours or more.
- 6) Child care services for children with a variable schedule authorization are reimbursed only for the time the child attends.
- 7) When a child's authorization includes a partial week or month, child care payments for that period will be prorated.
- 8) The Provider agrees to provide CCRC with all required documents **before** payments are made.
- 9) 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 parents 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.
- 10) 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.

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 Provider named in this agreement is the one authorized to provide the child care services.

Licensed Providers:

- 1) May receive payment for up to 10 days of non-operation per fiscal year. CCRC can only reimburse providers 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. Licensed child care providers will only be paid if the day of non-operation falls on a day the child is normally scheduled to attend.
- 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. The Provider's days of non-operation are not reimbursable for children who have a variable schedule authorization.
- 3) Child Care Centers that have both an academic and a child care program must have documented public rates separating educational tuition from child care rates. Rates must be the same for subsidized and non-subsidized children or CCRC will not be able to authorize for 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 (by contract) requires a two-week notice, the parent will be responsible for paying that notice.
- 6) For children in the Family Child Care Home Education Network program only: If a child is absent more than the allowable number of days per fiscal year, the parent will be responsible for payment.

Request for Rate Change:

All Providers:

- 1) Rate changes may be requested one (1) time in a CCRC fiscal year (July 1 to June 30). All requests are to be directed to the Provider Liaison team.
 - a) Licensed Providers: Rate change requests shall be submitted with a Family and Child Care Center Statement along with the Provider's private fee sheet.
 - b) License-Exempt Providers: Rate change requests shall be submitted with a CCRC Exempt Provider Fee Schedule.
- 2) All requests received by the 20th of the month, if approved, will be effective on the 1st of the following month. All requests received after the 20th of the month, if approved, will be effective the 1st of the month subsequent to the following month.

Provider Relocation:

All Providers:

- 1) The Provider will report to CCRC plans to relocate at least two (2) weeks prior. This Agreement is in effect and applicable ONLY at the care address reported on page 1. When a Provider relocates, the 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) Child care will be closed and payments will terminate 30 days from the relocation or notification date whichever comes first.
- 2) To provide care and receive payment at a new location, a complete provider packet is required.
- 3) CCRC will mail the appropriate packet and a termination notification. 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 sheets, 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 a period of 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. Furthermore, PROVIDER will also be subject to the examination and audit of the State Auditor, pursuant to the Government Code, Section 546.7, for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs last.
- 3) Provider will maintain strict observance of confidentiality related to children's identification and records based on Welfare and Instructions Code 5328 and related sections, and professional and legal guidelines.
- 4) For tax reporting purposes, the Provider must provide a valid Taxpayer Identification number which CCRC will verify through the Internal Revenue Service. In the event the Taxpayer Identification Number provided to CCRC is found to be invalid, child care services will not be authorized with that child care Provider.

Status changes with Community Care Licensing (CCL):

Licensed Providers

CCRC is required to report all allegations of Type A violations to Community Care Licensing (CCL) when a complaint is made against a licensee. CCL will also send reports to CCRC notifying the agency when they receive a complaint and when there is a change in the licensee's status. Providers will inform CCRC of any Status changes with Community Care Licensing (CCL).

Types of Changes:

Sited 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.

- 1) Temporary Suspension Order (TSO) - is 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.
- 2) 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.
- 3) Revocation - The action taken by CCL to permanently take away a license to operate a child care program.

When this occurs CCL will conduct an investigation. Resource and Referral Programs are required to remove a child care facility from their referral data base while CCL conducts their investigation. If the allegation is substantiated by CCL, you will not be reinstated to active referral status until the Plan of Correction is completed and confirmed in writing by CCL. If you are placed on probation, have a license revoked, or receive a Temporary Suspension Order (TSO), you will be removed from active referral status and you will also receive a termination notice closing care for any active children. You will receive written notification regarding the above statuses from CCRC.

Inactive License: Licensed Providers

- 1) CCRC will recognize Community Care Licensing's facility license inactive date and care will be terminated 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 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 and approved by CCRC. At that time, care can be approved at the new location.

Provider Guidelines:

All Providers:

- 1) The Provider shall work and communicate with CCRC staff and participants in a mutually respectful and professional manner. Any inappropriate conduct may result in the termination of the Provider's CCSA.
- 2) The Provider will report all changes to CCRC as explained in the Parent Handbook with Provider Guidelines.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) The Provider shall be responsible for all expenses incurred in association with the performance of the authorized services.
- 8) The Provider will supply all equipment and materials necessary to provide child care services.
- 9) The Provider will allow the parents/legal guardians unlimited access to their child(ren), including written records concerning their child(ren) (for example: attendance sheets), during normal hours of operation and/or whenever the child(ren) is/are in the care of the Provider.

- 10) 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.
- 11) The Early Head Start-Child Care Partnership (EHS-CCP) and Family Child Care Home Education Network Programs do not accept exempt providers.
- 12) 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 be endangering a child in their care. In the Child Care Partnership Program providers will be required to attend the Child Abuse Prevention training including mandated reporting training annually.
- 2) Providers will remain in compliance with applicable licensing requirements, laws, and regulations. Providers who falsify attendance documents and/or receive services and/or payments by misrepresenting or withholding pertinent information will be dis-enrolled from providing subsidized child care services to CCRC families.
- 3) Providers will furnish age and developmentally appropriate child care services.
- 4) Providers will pay annual licensing fees before expiration. This will include liability insurance compliance as required.
- 5) Providers will not accept children above licensed capacity or outside of their licensed age range.
- 6) EHS-CCP providers may not charge the parent for any additional fees that are not included in the Providers basic child care rate. (late fees, registration, diapers etc.)
- 7) The Provider also agrees to maintain appropriate insurance coverage as determined by Community Care Licensing (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 the 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 the EHS-CCP section)
 - d) Workers' Compensation insurance
 - e) Provider agrees to provide Certificates of Insurance concerning the above as applicable.
- 8) A Child Care Center 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.
- 9) The Provider will comply with providing public access in compliance with State and Federal law and regulation including the Fair Employment and Housing Act and the Americans with Disabilities Act.
- 10) 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 period breaks.

How to file a Grievance: All Providers:

When you disagree with an action taken by CCRC please contact your Provider Liaison and/or the Quality Assurance department. Contact: (818) 717-1000 or 1-866-67-4KIDS at the following extensions:

	Provider Liaison Extensions	Quality Assurance Extension
Chatsworth Office	4713	1083
Antelope Valley Office	4712	1083
San Bernardino Office	2093	1083
Victorville Office	3990	1083



State and Federal Regulations:

All Providers:

TOBACCO-FREE WORKPLACE: Both Parties hereby certify under penalty of perjury under the laws of the State of California that PROVIDER will comply with the requirements of a smoke –free workplace. **ALCOHOL AND DRUG FREE WORK- PLACE** Both parties hereby certify under penalty of perjury under the laws of the State of California that 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.

POLITICAL ACTIVITY PROHIBITED: None of the funds, materials, property or services contributed by **CCRC** or 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 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. 104-191, 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, 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. 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, PROVIDER shall return all physical embodiments of the information immediately to CCRC. 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: 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, 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, 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, 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 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: Provider is aware and agrees to its obligations to pay daily overtime compensation pursuant to state local laws, collective bargaining agreements, or employment contracts. Accordingly, 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. PROVIDER agrees and acknowledges that it is free to hire, contract, or engage laborers for any purpose it deems appropriate or necessary. 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. PROVIDER further agrees and acknowledges that **CCRC** does not assume any liabilities for and is not responsible for PROVIDER'S failure to comply with its legal obligations to any of PROVIDER'S laborers, independent contractors, employees, and volunteers.

COPELAND "ANTI-KICKBACK ACT (18 U.S.C. 874 AND 40 U.S.C. 276Ct): To the extent applicable, 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, PROVIDER shall comply with EO 11246 (Equal Employment Opportunity) as amended. 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. 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, or 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): 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): PROVIDER agrees to comply with the Byrd Anti-Lobby Amendment. 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 nonfederal 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: 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 PROVIDER must maintain a license, to the extent that such license becomes expired, PROVIDER Services hereunder shall be suspended until such date that **CCRC** receives a copy of the renewed license. PROVIDER further warrants and represents that he/she is not designated as "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
 - b) participate in any state and/or federal health care programs; or 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) PROVIDER shall disclose to CCRC immediately any debarment, exclusion or other event that makes PROVIDER an Ineligible person.
- 3) 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 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 PROVIDER for services provided by ineligible individual.

Program Specific Provider Guidelines:

Emergency Child Care Bridge Program:

Provider Guidelines

I. Recitals:

Child Care Resource Center is a contracting agency authorized to operate Child Care Services to support the Child Care Bridge Program.

Provider is an independent contractor authorized to provide direct care, supervision and guidance for children enrolled in the Child Care Bridge Program. As an independent contractor, the Provider shall at no time be or represent himself/herself to be an officer, an employee, or an agent of Child Care Resource Center or the County of Los Angeles.

II. Provider Agreements:

In consideration of the mutual promises hereafter contained, it is agreed as follows:

- A. Providers who choose to participate in the Child Care Bridge program:
 1. Exempt non-relative providers must undergo a criminal background clearance prior to caring for a child(ren) in the Child Care Bridge program. The results of the background check must be received prior to the placement of the children. Child care providers who do not pass a background check will not be allowed to care for children under this contract. (4.1)
 2. Must submit their Community Care Licensing Division (CCLD) clearance verification number to the Agency, if applicable. The CCLD clearance must have a subsequent arrest record. (4.1.1)
 3. Must provide a copy of their facility license to the Agency, if licensed. (4.3.1.2)
 4. Must report any health condition(s) that may pose a threat to the health & safety of the children placed under their care. (4.3.1.5)
 5. Must not perform services while under the influence of any alcoholic beverage, narcotics, or other substance which may impair physical or mental performance. (4.3.1.6)
 6. Shall not grant interviews or tours to the media about the child care bridge program or any children approved through this program, without prior notification and written approval of the County. When interviews or tours are approved by the County, the child care provider shall ensure that no children enrolled in the Child Care Bridge Program will be photographed or video-taped by the media. A County representative must be present during the interviews and/or tours. (4.4.7 and 4.4.8)
 7. Shall allow Department of Children and Family Services (DCFS) representatives access to the facility when a child enrolled in the Child Care Bridge Program is present for observation and assessment purposes. DCFS staff must show proper identification prior to being granted access to the child care facility.
 8. Must, immediately or as soon as practically possible, report all incidents of suspected child abuse and neglect consistent with the requirements of the Child Abuse and Neglect Reporting Act (Penal Code Section 11164 et seq.)

9. Must immediately or as soon as practically possible, report all incidents, including, but not limited to serious behavior incidents, injuries, hospitalizations, and requests for assistance by law enforcement or DMHs First Response Operations Psychiatric Mobile Response Team (PMRT); immediately to the child care agency.
10. Must remain in compliance with all applicable licensing requirements, laws and regulations.
11. Shall not discriminate against any parent, guardian, or child regardless of race, sex, color, national origin, age, or special need, and will comply with the laws of the State of California regarding anti-discriminatory practices.
12. Must comply with the provisions of the Americans with Disabilities Act (ADA) which apply to in-home child care facilities.
13. Shall notify the Agency, within one business day, when a child is absent for five consecutive days.

III. Training and Coaching:

Providers will have access to the following:

1. Trauma informed training, including awareness of emotional escalation. (2.2 and 3.11.1)
2. Informational material/training, as follows: p (4.6)
 - Trauma informed training
 - Overview of child protection system
 - Positive discipline and the importance of self-esteem
 - Developmental milestones for children between the ages birth through five years
 - Health issues in foster care including but not limited risks, benefits, oversight, and monitoring of psychotropic or other medications, substance abuse disorders and mental health treatment
 - Use of Online trainings by organizations such as the National Child Traumatic Stress Network
3. Providers who care for a child enrolled in the Child Care Bridge program, shall also have access to coaching to assist in applying training curriculum and learn strategies for working with children in foster care. (3.11)

IV. Monthly Reporting and Payment Terms:

1. Agency shall notify 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 the Agency for reimbursement. All Attendance Sheets are due to the Agency's main office 20001 Prairie Street, Chatsworth CA 91311 by the 8th business day after the end of the care month.
4. Agency will review the child care attendance sheets for accuracy and program compliance. Agency shall reimburse providers 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.
5. The last day of care with the Provider is the last day of payment. A ten-day notice is not payable in the Bridge Program.
6. Payment shall be based on the Regional Market Rate (RMR) rules and regulations and guidelines established by Los Angeles County DCFS.
 - a. Please 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.
7. Provider Holidays/Days of Non-Operation – Child care providers shall not be paid for days when the provider is not open to provide services, except for the days that a 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.
8. Bridge Program attendance sheets must be submitted to the R&R Agency within 60 days of the last day of the month for which services were rendered. Attendance sheets submitted after 60 days may not be paid.

Family Child Care Home Education Network (FCCHEN):

Provider Guidelines

- 1) Child Care Providers who participate in the FCCHEN program must achieve and maintain an overall rating of “5” on each subscale of the **Harms Family Child Care Environment Rating Scale (FCCERS-R)**. Child Care Provider must also achieve an equivalent rating on any additional or substitute relevant assessment instrument deemed necessary and appropriate by CCRC.
 - a) Providers scoring below a “5” on any subscale will **be required** to attend and/or receive 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.
 - b) Providers are expected to continue improving or maintain their FCCERS scores as long as they are providers in FCCHEN, whether or not there are currently FCCHEN families in their care.
- 2) Provider shall work closely and cooperatively with CCRC’s Child Development Specialists on conducting a Desired Results Developmental Profile (DRDP) for each FCCHEN child. A DRDP will be conducted at Provider’s home, upon enrollment, and then at intervals of six months.
- 3) Provider must be able to document (or provide documentation) that she/he provides nutritious meals/snacks to all children enrolled in Provider’s Child Care Program. This documentation may be collected.
- 4) Provider will not incorporate religious instruction or worship into their child care program per California Department of Education regulation. (Constitution of California, Article XVI. Sec. 5; 5 CCR 18017).
- 5) Provider shall participate in parent conferences when requested and scheduled by CCRC staff.
- 6) Provider agrees to participate in professional development activities and trainings offered by CCRC and others, which may include occasional meetings and/or workshops.
- 7) Provider shall operate and facilitate a nurturing environment that fosters healthy developmental growth for each child: physically, cognitively, socially and emotionally.

Please Note: Any substantiated complaint involving one or more Type A Health and Safety violations may have serious implications for the FCCHEN Child Care 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 complaint. Those actions may include but are not limited to probation from the FCCHEN program, probation from other state and county subsidy program involvement, removal of subsidy families from the provider’s care, and permanent suspension.

Early Head Start-Child Care Partnership (EHS-CCP):

Provider Guidelines

- 1) To provide a minimum of 1,872 operational hours, 208 days, Monday through Friday for non-subsidized EHS-CCP children. Families receiving subsidy will be determined based on family need.
- 2) To serve a minimum of 5 infant/toddlers/Pre-School, Zero to 48 months old in a licensed Family Child Care home/or 8 infant/toddler, Zero to 36 months in a licensed Child Care Center in accordance with the Head Start Program Performance Standards (maximum will be determined based on Early Head Start Regulations), California Department of Education (General Childcare) and State licensing requirements.

Single Family Child Care	6 total children (no more than 2 children under age 2).	1 PROVIDER: 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.
Large Family Child Care	12 total children (no more than 4 children under the age of 2).	2 PROVIDERS: 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.
Center Base 0-36 months	8 total children per classroom (may have 9 children if third teacher present)	1 TEACHER FOR 4 CHILDREN: 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.

The PROVIDER agrees to provide the following services and participate in the ongoing assessment of quality services hereby listed through use of the tools listed in the Agreement:

- 1) Provide full day care at a minimum 9 hours per day, per child M-F, 48 weeks per year for each non-subsidized EHS-CCP child; children receiving subsidy will follow hours approved based on need.
- 2) Attend collaborative meetings as planned for training, program planning; may be scheduled after hours and weekends.
- 3) Provide CCRC with a program roster for FCC's or Classroom roster for CCC.
- 4) Attend annual required training such as; SIDS, Child Abuse Prevention, Mandated Reporter, ADA, USDA food program and monthly trainings as applicable.
- 5) Must have at a minimum a Child Development Associate Credential (CDA) or attend all classes and complete all requirements necessary to obtain a CDA (for FCC with specialization in Family Child Care), or CDA equivalency within 18 months from beginning of service by (date)_____. PROVIDER shall request a reimbursement for Professional Development Supplemental funds for the completion of the CDA or unit bearing course work needed for EHS-CCP by the end of the first year following the signing of the agreement. Classes must be completed with a grade of C or better to receive reimbursement.
- 6) Coordinate all health and nutrition services in partnership with the EHS-CCP team, including all developmental, sensory, and behavioral screening and assistance with follow up services. Notify the EHS-CCP Family Advocate or Coach when a child requires a referral for further assessment and evaluation, or when requested by the family for a child with potential or diagnosed health conditions, developmental delays, or any other concerns.
- 7) Enrolled and maintain good standing with the USDA, CACFP program. Guarantee that all children are being served a healthy, balanced meal including following meal patterns and portion sizes based on the (CACFP) California Adult and child food program guidelines. Serve food that are low in fat, sugar and sodium and are high in nutritional content as required by the Head Start Program Performance Standards. Ensure that each child present for more than six hours or more per day receives meals and snacks that provide one half to two thirds of the child's daily nutritional needs. Submit menus on a monthly basis to assigned EHS- CCP Coach for review by the Head Start Nutrition staff. Implement family-style meal practices. Practice daily tooth brushing with children.
- 8) Inform EHS-CCP team within 24 hours, of any outbreak illness at the facilities, including, but not limited to, lice, hand/mouth/foot, children pox, rosella rash, ringworm, etc.
- 9) PROVIDER shall not employ any form of corporal punishment connected to functions of living, such as eating, sleeping or elimination. PROVIDER will include positive child guidance and discipline rules in information to families and will post them on parent's bulletin board.
- 10) The PROVIDER also agrees to fully implement CCRC's Child Behavior Management, Individualization, Suspension and Expulsion Policy and Procedure and related procedures, only use positive guidance and redirection. Furthermore, the PROVIDER agrees that no child can be expelled or suspended, on a short term or a long-term basis due to behavioral concerns. The PROVIDER will, in collaboration with the CCRC EHS-CCP team, implement the steps necessary to support the child and parent and, if deemed necessary by the MDTM and the Part C PROVIDER (if applicable), implement a supportive plan and/or child's transition to a more suitable program.

- 11) Implement health, safety, and emergency policies and procedures, and a system for routine inspection to ensure ongoing safety that meets or exceeds the Health and Safety standards listed in Caring for Our Children (CFOC) Standards, 3rd Edition standards. Provide plans to notify parents and the CCRC 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. Parents must be informed that they may need to pick their child up and arrange for care if the child becomes ill or if an emergency arises.
- 12) 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.
- 13) Implement a medication administration policy that meets or exceeds CFOC and Head Start Program Performance Standards.
- 14) Conduct daily health checks with children, and record observations in a daily health check log as the children enter the PROVIDER's family child care home. PROVIDER will notify parents of children's exposure to communicable diseases. (Website resource for health in child care settings: www.ucschildcarehealth.edu).
- 15) Complete daily form for each child (feeding and diaper logs). EHS- CCP Coach will review the daily forms during PROVIDER visits.
- 16) Support parent's completion of Head Start/Home Activity Timesheets/volunteer forms and submit to the CCRC EHS-CCP team monthly (primary basis for program in-kind).
- 17) Post Parent Notices, Parent Committee, and Policy Council Minutes.
- 18) Provide culturally and developmentally appropriate early childhood development and education services and show results that indicate the implementation of the Creative Curriculum with fidelity, exclude use of television, limit daily individual computer time to thirty (30) minutes a day.
- 19) Provide a safe educational learning environment and child care program; including but not limited to developmental activities for the children. PROVIDER shall assist in the assessment of the children's growth and development. The PROVIDER shall assess Infants and Toddlers 0-48 months FCC & 0-36 months CCC. The PROVIDER shall write and implement group and individualized weekly lesson plans for each child, post the plans, and provide a copy to CCRC every 2 weeks for feedback, coaching, mentoring and monitoring. CCRC will provide a lesson plan format.
- 20) Complete the DRDP assessment tool 3 times a year for each individual child in EHS-CCP. Assessment results will be shared with parents after each assessment period.
- 21) Conduct two parent conferences per child per year; to enhance the knowledge and understanding of both EHS-CCP team members and parents of the child's education and developmental progress and activities in the program.
- 22) Recognize bilingualism and biliteracy as strengths in children and at minimum, with parent involvement implement the teaching practices identified below to support bilingual/biliteracy development.
- 23) For an infant or toddler dual language learner, PROVIDER must include teaching practices that focus on the development of the home language, and provide experiences that expose the child to English.
- 24) For a preschool age dual language learner, the PROVIDER must include teaching practices that focus on both English language acquisition and the continued development of the home language.
- 25) Work collaboratively with the CCRC EHS-CCP team to ensure all annual Program Information Report (PIR) requirements are gathered from families.

EHS-CCP: Unusual Incidents

- 1) Provide the CCRC EHS-CCP team with a copy of any Unusual Incident Report (LIC 624) made to CCL within 24 hours of the report. The report may be submitted by fax or email if/when the incident occurs at the end of the week.
- 2) Notify parent of any injury or incident. Complete and send an incident/injury report to the EHS-CCP team and California Community Care Licensing as required.
- 3) Report any lack of supervision of children, unauthorized release of children, or injuries requiring medical treatment to the EHS-CCP team within 12 hours.

EHS-CCP: Provider insurance Requirements

CCRC requires all PROVIDERS 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.

A. **General Liability Insurance** - \$1,000,000 per Occurrence, and \$2,000,000 Aggregate.

B. **Automobile Insurance** – Must maintain minimum statutory requirements however, the PROVIDER is not to transport any EHS-CCP enrolled children unless for an emergency or evacuation situations and only when instructed by emergency personnel.

All insurance policies required to be carried by 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. 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 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. PROVIDER further agrees to provide CCRC with a W-9 with the correct business or professional name of PROVIDER. **The Certificates of Insurance should be sent to the Professional Development 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 PROVIDERS 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)

- 1) Work in partnership with CCRC EHS-CCP team to recruit EHS children and collaborate on enrollment activities.
- 2) Communicate with CCRC 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 if the family loses their subsidy. The child will continue to be served for the 9 hours specified in the agreement.
- 4) Will 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 tablet. 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 **90% attendance** at all times and work closely with the EHS-CCP team to follow up with families that display patterns of chronic absenteeism. 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 consistent absences. However, the PROVIDER will make an attempt to communicate with parents 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 (PROVIDER) to support costs related to the program.
- 2) The EHS-CCP program portion of the agreement will be paid to the PROVIDER on a per slot payment fee (flat monthly fee) currently set at \$363 per month per non- CCP subsidized slot enrolled with the PROVIDER.
- 3) Payments for the EHS-CCP slot will be made by the end of the month in arrears. Exceptions for 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 PROVIDERS performance under the agreement, in whole or in part, either has not been carried out or is insufficiently documented; or (b) PROVIDER has failed to sufficiently document its request(s) for payment. CCRC shall provide such written notification to PROVIDER within ten (10) business days of receipt of PROVIDERS 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; provide 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 the EHS-CCP Contract.

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 PROVIDER terminates the agreement within five (5) years from the effective date of the 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 the agreement within five (5) years from the effective date of the agreement, CCRC will remove all movable items placed at the facility. However, CCRC will not charge depreciation rate.

EHS-CCP Fully Funded (Enrolled in Early Head Start CCP)

- 1) For children who are not receiving subsidy and are EHS eligible, CCRC will fully fund the slot out of EHS-CCP funds. CCRC agrees to pay a rate equal to the Los Angeles or San Bernardino County Regional Market Rates for State Subsidized Programs which rates are paid out of the EHS-CCP funds.
- 2) The PROVIDER agrees to notify the EHS-CCP team within 3 days of the loss of subsidy. Immediately following notification, CCRC 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/children that loses subsidy enrolled, provided CCRC has been notified of the subsidy loss; and PROVIDER will collaborate with the CCRC EHS-CCP team to reinstate the subsidy. Child will then change to fully funded from EHS-CCP funds status and PROVIDER will receive full Regional Market Rate only.
- 3) 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.
- 4) CCRC and 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.
- 5) PROVIDER shall identify and report in-kind for donated services and goods in the amount of \$_____ per year. (In kind allowed may include the difference between estimated cost of child care in the area of service and the subsidized allowance).

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. PROVIDER shall receive no compensation for the services provided pursuant to this agreement other than those that have been pre-approved.

