



Child Care Service Agreement

Please read this agreement carefully to ensure you understand each provision.

This agreement (“Agreement”) is between Child Care Resource Center (hereinafter known as “CCRC”) and

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: _____		
<input type="checkbox"/> I can receive text messages	<input type="checkbox"/> I would like to receive e-mail updates		
Director/Owner Name			

(Hereinafter known as “The Provider”)

The facility is a _____ License-Exempt Child Care Provider _____ License-Exempt Child Care Center
(Family, Friend, or Neighbor Care)
 _____ Licensed Family Child Care _____ Licensed Child Care Center
Facility License # _____ Facility License # _____

_____ I DO OR _____ I DO NOT Accept children who have variable schedules (See Page 5, Item 10)

The parties recite that:

1. CCRC is an agency authorized to pay for child care services subsidized by the California Department of Education, Early Education and Support Division.
2. The Provider is an independent contractor authorized to provide direct care, supervision, and guidance for children enrolled in the Child Care Payment and Assistance Program.
 - a. The Provider provides child care services for parents and caretakers of such children, for any part of a day, for less than twenty-four (24) hours. CCRC may not pay for continuous care lasting twenty-four (24) hours or more.
 - b. The Provider is acting in an independent capacity and not as an officer, employee, or agent of CCRC or the State of California.
 - c. The State of California and CCRC neither act as employers nor have business relationships with the Provider other than set forth in this Agreement. The Provider represents and agrees that it is an independent contractor pursuant to all applicable State and Federal statutes and regulations.
 - d. 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.

- e. The Provider assumes complete responsibility for the hiring, supervision, and payment of wages and expenses of all personnel associated with the Provider in the performance of services under this Agreement, and the Provider agrees that all such personnel are employees of the Provider and not employees of CCRC. Accordingly, where applicable and required by state or federal law, Provider is responsible for any and all health, disability, Workers' Compensation insurance, and other insurance coverage for the Provider and the Provider's employees, and CCRC shall have no liability for such coverage. The Provider further agrees that CCRC shall have no liability or responsibility with respect to the Provider or the Provider's employees under any Workers' Compensation or similar laws in California or in any other jurisdiction.
- f. The Provider shall pay, when and as due, any and all taxes incurred as a result of all CCRC's payments made to the Provider pursuant to this Agreement. All providers who receive payment from CCRC of more than \$600 in any year will receive a 1099-MISC tax statement except those identified as a corporation.
- g. All documents submitted by the Provider to CCRC related to contracting as a provider of subsidized child care services shall be deemed part of CCRC's business records.

In consideration of the mutual promises hereinafter contained, the parties agree to the following:

I. CCRC Responsibilities

1. CCRC will provide technical assistance concerning this Agreement, if requested by the Provider.
2. CCRC shall receive monthly attendance sheets from the Provider and will review for program compliance.
3. CCRC will be responsible for provider payments **only** for authorized days and hours as indicated in the written provider notification. CCRC will pay absences based on program regulations and funding source.
4. CCRC will notify the Provider of the last day of payment.
5. CCRC will remit payments per the payment schedule printed on the back of the attendance sheet.
6. CCRC reports all allegations of licensing violations to Community Care Licensing (CCL) for follow up. Serious allegations may result in temporary referral suspension which means the Provider will temporarily be deactivated from CCRC's referral system. Furthermore, new subsidized child care authorizations will not occur until notification is received from CCL that the issue has been resolved.

II. Provider Responsibilities:

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.
2. The Provider agrees to defend, indemnify, and hold CCRC harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs and reasonable outside attorneys' fees ("Claims") arising from the negligence or willful misconduct of any acts committed by the Provider, or its employees, including any and all injuries or damages to children entrusted to the Provider's care, during the performance of the Provider's services.
3. The Provider or someone on his/her behalf will not threaten violence or harm, or any similar inappropriate conduct, against CCRC staff or participants. Any such conduct may result in the termination of the Provider's Child Care Service Agreement (CCSA).
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 services & 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 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.
 - d. Workers' Compensation insurance
 - e. Provider agrees to provide Certificates of Insurance concerning the above.
10. 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.
11. General Responsibilities
 - a. The Provider agrees to follow CCRC program guidelines and policies.
 - b. The Provider understands CCRC will always provide written notification for payment 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.
 - c. 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.
 - d. The Provider agrees to receive and allow full access to scheduled and/or unscheduled visits by a representative of CCRC during their posted hours of operation.
 - e. The Provider agrees to provide CCRC with all required documents **before** payments are made.
 - f. The Provider will report all changes to CCRC as explained in the *Parent Handbook with Provider Guidelines*.
 - g. 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 1967 as amended.
 - h. 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.
 - i. 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.
 - j. Licensed Providers:
 - i. 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 terminated from providing subsidized child care services to CCRC families.
 - ii. Providers will furnish age and developmentally appropriate child care services.
 - iii. Providers will pay annual licensing fees before expiration. This will include liability insurance compliance as required.
 - iv. Providers will not accept children above licensed capacity or outside of their licensed age range.
 - v. Providers will inform CCRC of any changes in licensing or approval status within the timeframe indicated in this agreement and/or the *Parent Handbook with Provider Guidelines*. All allegations of licensing violations will be reported to Community Care Licensing (CCL) for follow up.
 - k. License-Exempt Care Provider (Family, Friend, or Neighbor Care):
 - i. License-Exempt Providers who are the aunt, uncle or grandparent by blood or marriage of the child must complete the Declaration of Exemption From Trustline Registration Health and Safety Self-Certification and declare their relationship to the child.

- ii. License-Exempt Providers who are neither the aunt, uncle or grandparent by blood or marriage of the child must complete the Health and Safety Self-Certification and go through the Trustline Registry screening process which includes fingerprinting and background check.
- iii. Relatives such as siblings, great aunts/uncles, great grandparents and cousins of the child are considered non-relative providers and must go through the Trustline Registry process.
- iv. Falsifying the nature of the Provider's relationship to the child is considered fraud and will result in the termination of child care services with the Provider.
- v. Providers who falsify attendance documents and/or receive services and/or payments by misrepresenting or withholding pertinent information will be terminated from providing subsidized child care services to CCRC families.

III. Rates and Payments:

1. The Provider must select one of the following two payment options: Direct Deposit or Provider Pay Card.
2. CCRC does not pay for meals, transportation, field trips, and other special activities that are not already in the Provider's basic child care rate.
3. CCRC does not pay for tuition, book fees, clothing/uniforms, or any other related charges for children attending private or public school.
4. CCRC does not pay late fees charged to parents whose child is not picked up at the required time.
5. CCRC does not pay deposits or any other type of advance payment to reserve a space for a child.
6. All providers agree to notify Provider Payments when a child is absent for five (5) or more consecutive days (abandonment of care). Failure to report absences by the sixth (6th) day may result in non-payment.
7. **Licensed Family Child Care, Licensed Child Care Centers, and License-Exempt Centers:**
 - a. The Provider will complete a Family and Child Care Center Statement and submit it along with their public rate sheet to document that the Provider does not charge subsidized families more than the usual and customary rates charged to the general public.
 - b. Providers are encouraged to submit their current child care business policies. Policies must apply to both subsidized and non-subsidized (non-CCRC) children in care. Policies may include information about discounts, scholarships, absence policies, provider closure days, fees, and days and hours of operation.
 - c. The Provider's rate of reimbursement will be based upon a review of the approved child care schedule, the Provider's public rate sheet, and payment guidelines not to exceed the California Department of Education (CDE) Regional Market Rate (RMR) ceilings.
 - d. Policies with an expiration date must be updated. The Provider will **not** receive payment if their rate sheet has expired.
 - e. Licensed Providers are eligible to 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.
 - f. 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.
 - g. Child care services for children with a variable schedule authorization are reimbursed only for the time the child attends. The Provider's days of non-operation are not reimbursable for children who have a variable schedule authorization.
 - h. 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.
 - i. CCRC reimburses providers for child absences in accordance with the provider's absence policy, state regulations, and/or CCRC policy.
 - j. **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.
 - k. The Provider shall inform the parents of children in their care at least two (2) weeks in advance of closing for any reason.
 - l. The Provider named in this agreement is the one authorized to provide the child care services.

- m. 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.
8. **License-Exempt Care Provider (Family, Friend, or Neighbor Care):**
 - a. The Provider will fill out and submit a completed CCRC Exempt Provider Fee Schedule, indicating no more than the usual and customary rates charged to the general public (families with non-subsidized children).
 - b. The Provider's rate of reimbursement will be based upon a review of the approved child care schedule, the California Department of Education (CDE) Regional Market Rates (RMR), payment guidelines, and the Provider's public rate sheet.
 - c. CCRC pays License-Exempt Providers approved for full-time set schedules for child absences unless otherwise noted that the provider does not charge for absences in a submitted policy.
 - d. When a child is approved with a License-Exempt Provider for variable hours or part-time set schedules; CCRC will only pay for actual hours in a day a child attends care. The Provider is not eligible to receive reimbursement for any day the child is absent or for any day the Provider is unavailable to provide child care.
 - e. The Provider named in this agreement is the only one authorized to provide the child care services. Licensed-Exempt Providers are reimbursed for authorized services they directly provide to the CCRC parent's child/ren. Licensed-Exempt Providers cannot claim child care payment for services provided by any other individual(s).
9. When a child's authorization includes a partial week or month, child care payments for that period will be prorated.
10. For children with variable schedules, the Provider will be paid only for the time the child attends according to the parent's approval for child care services.
11. During the school year, when a school-age child attends child care for a full day the Provider will be paid based on provider's authorized rate and CCRC policies . The reason for the additional hours of care must be noted on the attendance sheet.
12. The Provider agrees that child care will only be reimbursed for the purpose for which child care was authorized.
13. 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.

IV. Request for Rate or Policy Changes

1. Rate or policy changes may be requested one (1) time in a CCRC fiscal year (July 1 to June 30). All requests are to be directed to Provider Support.
 - a. Licensed: 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: Rate change requests shall be submitted with a CCRC Exempt Provider Fee Schedule.
2. CCRC will honor the request if funding is available and the rates are not higher than the maximum allowed by the RMR ceiling.
3. All requests received by the 5th of the month, if approved, will be effective on the 1st of the following month. All requests received after the 5th of the month, if approved, will be effective the 1st of the month subsequent to the following month.

V. Attendance Sheets:

1. For each child who is authorized to receive services, CCRC issues a monthly pre-printed attendance sheet to the Provider.
2. Attendance sheets must remain in the possession of the Provider until submitted for payment to CCRC. Attendance sheets may not be given to the parent to take home.
3. If any pre-printed information is incorrect, the Provider will contact CCRC according to the *Parent Handbook with Provider Guidelines*.
4. 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.

5. Please refer to the back of the attendance sheet for program rules and payment schedule.
 - a. The Provider is responsible for ensuring that attendance sheets are completed daily.
 - b. The attendance sheet must be completed accurately with the time that the child enters or leaves care.
 - c. **For children in the Family Child Care Home Education Network 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 daily sections “B” and “C” every time the provider drops off or picks up the child from school.
 - d. The attendance sheet must be completed in ink. Do not use correction tape or fluid.
 - e. All authorized days must be accounted for on the attendance sheet. If the child was absent, the specific reason must be recorded on the front of the attendance sheet on the line corresponding to date in question.
 - f. After the service month has ended, provider and parent must sign their full name and date the bottom of the attendance sheet, under penalty of perjury, that child care services were provided as documented on the attendance sheet.
6. 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.
7. CCRC is responsible to funding agencies for monitoring the use of child care. CCRC will contact the parent if the use of child care reported on the attendance sheet is broadly inconsistent from the authorized child care schedule.

VI. Right to Inspection and Audit

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.

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.

For compliance with County, State, and Federal regulations see Provider Responsibilities (page 2-3).

VII. Changes to Agreement

1. 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.
2. 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.
 - a. Licensed Providers: Child care will be closed and payments will terminate as of the relocation date.
 - b. License-Exempt Providers: Child care will be closed and payments will terminate 30 days from the relocation or notification date whichever comes first.
3. To provide care and receive payment at a new location, a complete provider packet is required.

- a. Licensed Provider
 - i. CCRC will recognize Community Care Licensing's facility license inactive date and care will be terminated as of that date.
 - ii. CCRC will mail the appropriate packet and a termination notification to the Provider.
 - iii. 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.
 - iv. 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.
 - v. 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 will be reapproved at the new location.
 - b. License-Exempt Provider
 - i. CCRC will advise Provider that care will be terminated 30 days from the relocation or notification date, whichever comes first.
 - ii. 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.
4. If the Provider does not continue care at the new address, the Provider must submit a W-9 form to receive a 1099 mailing.

VIII. Hold Harmless

The Provider agrees to indemnify, defend, and hold harmless CCRC and the State of California, and each of their officers, agents, and employees from and against any and all losses occurring or resulting to any and all contractors, subcontractors, laborers, and 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.

IX. Child Care Fraud

CCRC is required by State and Federal 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.

X. Term

This Agreement shall be in effect until **June 30, 2020** unless otherwise notified in writing by CCRC. CCRC may, at its discretion, continue this agreement on a month to month basis after **June 30, 2020** by providing written notice.

XI. Termination

This Child Care Service Agreement (CCSA) may be terminated under the following conditions:

1. **Breach of the Child Care Service Agreement (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.

- a. Specific actions by the Provider that shall constitute a breach of this Agreement include, but are not limited to:
 - i. Non-compliance with the applicable Community Care Licensing laws and regulations.
 - ii. Submission of false, misleading, and/or erroneous information.
 - iii. Failure to maintain required records.
 - iv. Violation of applicable health, safety, and/or licensing conditions.

2. **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.

AUTHORIZED PROVIDER:

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 in force and govern all transactions between the parties hereto until the expiration or termination of this Agreement by either party.

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.

This Agreement is made and entered into in the State of California, 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.

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 the State of California and CCRC are not the Provider's employer, and, therefore, the Provider is not entitled to benefits accorded to CCRC's employees, including Workers' Compensation insurance, unemployment insurance or medical insurance. 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.

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.

In signing below, Provider acknowledges that they have read and understood the eight (8) pages of this agreement.

Provider Name (Print)	Provider Signature	Date
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CHILD CARE RESOURCE CENTER:

Authorized Representative Name	Authorized Signature	Date
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