

This Agreement hereinafter referred to as “*Agreement*,” is made and entered into on the last date signed below, by and between Placer County Office of Education, Early Childhood Education, hereinafter referred to as “*PCOE*,” and the undersigned, an independent contractor having a principal place of business in California, hereinafter referred to as “*Provider*.”

I. PCOE agrees to the following terms and conditions:

PCOE will obtain and administer funds which provide subsidized childcare to eligible families, and; to their childcare providers who are legally licensed or a legally license exempt center, family child care home, or by a license exempt provider in the provider’s home, selected by at least one eligible parent or legal guardian to provide childcare.

PCOE agrees to provide notification to Provider, of the qualified childcare services, approved for each child enrolled for subsidized childcare.

PCOE agrees to pay the Provider the same rate as the Provider charges for non-subsidized children receiving the same care, but not to exceed the Regional Market Rate Ceiling for childcare in provider's area, upon receipt of correct and completed attendance records of approved childcare services. Should the State Regional Market Rate ceilings change, providers will be notified in writing.

II. Provider understands and agrees to operate per the following terms and conditions:

Provider agrees to operate a childcare business on a non-discriminatory basis providing equal treatment and services without regard to actual race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics in compliance with State of California and Federal laws.

Provider agrees to indemnify and hold harmless PCOE from any and all claims and losses incurred by any person, firm or corporation who may be injured or damaged during the performance of this Agreement, resulting from or arising out of Provider's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this as to those matters arising from PCOE's willful misconduct or negligence.

Provider declares that the parents of the children on the program will have unlimited access to their children and to the Provider caring for their children during normal hours of provider operation and whenever the children are in the care of the provider.

Provider understands that they are an Independent Contractor and not an employee, agent, joint venture or partner of PCOE. The Provider is not an employee for state or federal tax purposes and shall receive a 1099 tax form from PCOE if paid over the maximum amount stated by the IRS regulations. Provider accepts responsibility for reporting all earnings received from PCOE, and agrees to file any and all reports.

Provider understands that they must return all required documentation before reimbursement for childcare services begins. Provider understands that they must maintain a complete provider file, as defined by PCOE.

Provider agrees that the rates charged for any child on the subsidized childcare program must be equal to or less than the rates charged for a non-subsidized child. Provider also understands that if documentation for childcare services is not correct and complete, or if provider does not meet the above terms and conditions, they will not qualify for reimbursement.

Provider agrees that in order to participate in the Alternative Payment, CalWORKs Stages 1,2,3, Foster Care Bridge, Family Child Care Home Education Network (FCCHEN), Early Head Start (EHS) or Head Start (HS) Programs, they must meet all program requirements including not providing religious instruction or worship.

Licensed Providers agree to remain in good standing with Community Care Licensing (CCL) Laws and Regulations. If exempt from licensing requirements apply, provider must continue to meet the exemption regulations. If TrustLine Registry is required, provider must remain in good standing on the TrustLine Registry.

Provider understands that a change of address must be reported to PCOE as soon as it occurs.

Provider agrees to notify PCOE by the 7th consecutive day of a PCOE enrolled child's nonattendance, with no show or no call.

Provider understands that the following are grounds for immediate termination and non-reimbursement for services: Non-compliance with the terms of this Agreement; falsifying records; serious substantiated complaints received by Community Care Licensing and/or violation of licensing regulations; significant health and/or safety concerns as determined by PCOE; any fraudulent actions; and/or substantiated child abuse. If a provider is determined to not be in good standing with Community Care Licensing, PCOE will seek collection of payments as of effective date of the action or status change.

Provider agrees and understands that PCOE may share with California Department of Social Services (CDSS) and its designee the following information for all licensed family childcare home providers and individual licensed-exempt childcare providers providing subsidized childcare services; name of childcare, mailing address, home address, County of home address, email address, work and home phone numbers, license number and whether licensed or not, the date subsidized care began, the date subsidized care ended. This sharing of information will be done in accordance with the format, timeline and manner prescribed by the CDSS and in accordance with the Building a Better Early Care and Education System, (BBECES).

The provider agrees to comply with, and accepts responsibility to read and stay informed of, the current Provider Participation Handbook and the Rates and Schedule of Payment for Services process. These documents are available at www.placercoe.org, choose *Early Childhood Education; Information for Childcare Providers; under Documents & Forms*. The Provider Participation Handbook can be emailed or mailed upon request. PCOE provider policies from the Provider Participation Handbook are incorporated herein to this Agreement.

This Agreement is in effect until June 30, 2026, unless it is terminated as provided for in this Agreement.

Provider understands that PCOE may terminate this Agreement at any time and that this Agreement may not be renewed for the following fiscal year.

This Agreement supersedes any previous Agreement between PCOE and the Provider.

Name of Childcare or Center (If Applicable): _____

Provider Name (please print): _____

Provider Signature: _____ Date: _____

PCOE Representative: _____ Date: _____

*For office use only:
Provider Label*