

Placer County Office of Education - Early Childhood Education
Provider Agreement
2020-2021

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 child care to eligible families, and; to their child care 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 child care.

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 documentation 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 child care 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 venturer 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 understands that they must accept PCOE's method of calculation and reimbursement of qualified childcare services.

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.

