



CAUTION:

The contract that follows is a sample, not a model; it may contain provisions that are not appropriate for certain providers, and it may not contain others that your program requires. You should modify it and/or adapt it for your own use after a review of your specific program and methods of operation. When you settle on the version that seems best for you, you should ask a lawyer to review your contract before using it with any parents. For qualifying providers, Public Counsel’s ECE Law Project attorneys can either review your contract for you, or find an attorney to do so for you at no charge.

The parents of every child in your care should sign the same basic contract. If you are just starting out, simply include the contract in the initial paperwork. If you are already providing care without a written contract, you should ask current parents to sign a contract and then use the same one with new parents. Make a copy of the signed contracts for the parents and keep the original in your files.

**FAMILY CHILD CARE
PARENT-PROVIDER CONTRACT**

1. _____ FAMILY CHILD CARE (Facility # _____) (referred to in this contract as the “Provider”) is:

a family child care home licensed under the California Department of Social Services to provide day care for up to ___ children. For this purpose, child care means non-medical care for children in need of personal services, supervision, age-appropriate activities, and education. Provider accepts children from ages ___ through ___ years old.

We, _____ (name[s]), Parent(s)/Guardian(s) (circle one) (referred to collectively in this contract as “Parent”) of _____ (child’s name) (“Child”), agree to comply with the following rules and regulations of _____ Family Child Care beginning on _____, 20__:

2. HOURS

A. Hours of Operation

_____ Family Child Care is open from 7:30 a.m. to 6:00 p.m., Monday through Friday; however, Parent agrees to strictly adhere to scheduled drop off and pick up times set forth below. Parent must pay a fee for early drop-off and late pick-up times (see Section 3).

B. Hours of Care to Be Provided

Parent is enrolling Child in _____ Family Child Care for:

_____ Five (5) full days per week, with drop-off at _____ a.m. and pick-up at _____ p.m.

_____ Five (5) half days per week, with drop off at _____ .m. and pick-up at _____ p.m.

_____ Other: _____ (specify)

If a Parent on a less than full-time schedule wants to substitute different hours than those agreed to in this contract, Parent must make request to Provider in advance of schedule change. Subject to Provider availability and discretion, Provider may – but is not required to – accommodate the change. If the change results in additional hours of care, above the contracted hours, a surcharge of \$ _____ per hour will be assessed.

3. FEES

Deposit: A deposit of \$_____ is due at the time of execution of this contract. \$_____ of the deposit is non-refundable and will be used to recover start-up expenses. The remaining \$_____, which constitutes two-weeks’ worth of care, will be applied to the last two weeks that the Child is enrolled in the child care. (See Section 6 for Withdrawal/Refund policy). This deposit can also be applied to any childcare fees for which Parent currently or formerly on CalWORKs bears responsibility.

Returned Check Fee: Applicable to all payments to Provider, a fee of \$_____ will be charged for any checks which do not clear the bank.

Payment Plan (initial next to selection):

_____ **Entire Month:** Child Care fees to be paid on the **last business day of the month in advance of the coming month.** If tuition is not paid by the first of each month, a late fee of \$_____ per “Late Day” will be charged. If payment (including late charges) is not received by the third day of the month, Provider may immediately terminate care for Child. If Child enrolls in day care on any day other than the first day of a month, then payment for the first month is to be prorated to cover care received during the remainder of the month and is due upon the first day of enrollment.

_____ **Weekly:** Child Care fees to be paid on the **Friday or the last business day of each week in advance of the coming week.** If tuition is not paid by Monday of each week, a late fee of \$_____ per “Late Day” will be charged. If payment (including late charges) is not received by the third “Late Day,” Provider may immediately terminate care for Child. If Child enrolls in day care on any day other than a Monday, then payment for the first week is to be prorated to cover care received during the remainder of the week and is due upon the first day of enrollment.

Child Care Fees:

Full-day care: \$_____ per month/ \$_____ per week (circle one)

Half-day care: \$_____ per month/ \$_____ per week (circle one)

Holidays and child absences will be billed as if care were provided.

Late Pick-Up / Early Drop-Off Fees and Policy:

An Early Drop-off fee of \$ _____ **for every** _____ **minutes** you arrive before your scheduled drop-off time will be charged. Fee is payable only in cash directly to the Provider on site. No checks will be accepted.

A Late Pick-up fee of \$ _____ **for every** _____ **minutes** you arrive after your scheduled pick-up time will be charged. Fee is payable only in cash directly to the Provider on site. No checks will be accepted.

4. CALWORKS CHILD CARE

The provisions in this section apply only to Parents who are current or former recipients of CalWORKs, when subsidized child care payment is expected to be received through an Alternative Payment Program. In case of conflict between this Clause and other Clauses in the contract, this Clause –if applicable- shall govern.

A. HOURS

Provider will only provide care during days and hours approved by the Alternative Payment Program as described on the most recent Notice of Approval (or Provider Payment Request) for Stage 1 or Child Care Certificate for Stage 2 or 3 (attached hereto).

This approved care begins on _____, 20__.

If a Parent wants to add additional hours to those indicated on the Certificate/Approval, Parent must make this request to Provider in advance. Subject to Provider availability and discretion, Provider may -- but is not required to -- accommodate the additional hours. A surcharge of \$ _____ per hour will be assessed.

Parent is responsible for the payment of any days and hours not approved on the Child Care Certificate or Notice of Approval.

B. ADDITIONAL HOURS/DAYS

If a Parent wants to add additional hours to those indicated on the Certificate/Approval, Parent must make this request to Provider in advance. Subject to Provider availability and discretion, Provider may -- but is not required to -- accommodate the additional hours. A surcharge of \$ _____ per hour will be assessed.

C. GENERAL-FEES

_____ (Parent[s]/of Child) is/are current or former (circle one) CalWORKs recipients and is/are entitled to CalWORKs child care subsidies for the care of Child.

Provider will only provide care during days and hours approved by the Alternative Payment Program as described on the most recent Notice of Approval (or Provider Payment Request) for Stage 1 or Child Care Certificate for Stage 2 or 3 (attached hereto).

This approved care begins on _____, 20__.
Alternative Payment Program: _____
Name of APP Contact person: _____
Phone number of APP Contact Person: _____

Current CalWORKs child care Stage:
_____ Stage 1
_____ Stage 2
_____ Stage 3

Parent will notify Provider immediately if any of the above information changes.

It is expected that the Alternative Payment Program will pay Provider for the care provided. However, Parent is responsible for the payment of any days and hours not approved on the Child Care Certificate or Notice of Approval. In addition, Parent is responsible for child care fees not reimbursed by the Alternative Payment Program ('APP') because of lack of required pre-authorization or because Parent fails to submit required paperwork (such as variable work schedules) to process payment.

D. COMMUNICATION BETWEEN PARENT AND PROVIDER

Parent will notify Provider immediately when parent receives notice of termination of child care subsidies. Parent will keep Provider up to date about any changes which should also be reported to the County Welfare Department or the Alternative Payment Program. In particular, Parent will notify Provider immediately if Parent has reason to believe CalWORKs child care subsidies will be terminated when termination or change is due to a change in Parent's work or school schedule. If Parent fails to do so, Parent is fully responsible for child care fees not reimbursed by the Alternative Payment Program.

E. CALWORKS CHILD CARE PAPERWORK: PROVIDER PAYMENT REQUEST / ATTENDANCE SHEETS

Parent acknowledges that he/she has a current copy of the Parent Handbook or other policies and agrees to comply with the terms and conditions of the CalWORKs child care program (including the reporting duty to the County Welfare Department and the Alternative Payment program in case of certain changes).

Parent understands that his/her cooperation with Provider is essential to ensure that Provider is compensated for the care provided to Child. Parent will personally drop-off and pick-up Child or send an authorized representative to do so. Parent will follow the Alternative Payment Program's instructions on completing any paperwork to be submitted to the program.

In particular for Stages 2 and 3 CalWORKs child care Attendance Sheets:

- Parent shall on a daily basis sign-in and sign-out the Child using the exact times the Child was dropped off (e.g. 7:53 a.m. instead of 8:00 a.m.) and picked up, accompanied by a signature;
- Parent shall indicate the specific reason for a later drop-off or early pick-up;
- Parent shall indicate the specific reason for the Child's absence upon return to care.

E. FAMILY FEE

If Parent has to pay a Family Fee **and**, according to the Alternative Payment Program’s policies, this is to be collected by the Provider, then the Parent must pay Provider the Family Fee on each first day of the month on which care is provided.

F. CO-PAYMENTS

Parent is responsible for any co-payment, meaning the difference between the Regional Market Rate ceiling reimbursed by the Alternative Payment Program and the rate Provider charges non-subsidized families.

This co-payment amounts to \$_____ a month. The co-payment is payable on the first day of the month in which care is provided.

G. ABSENCE POLICY

The full fee will be charged to the Alternative Payment Program for all excused absences. Parent shall notify Provider of any absence as soon as the Parent knows that the child is unable to attend on a particular day.

Parent is responsible for the payment of any unexcused absences for which Provider did not receive payment through the Alternative Payment Program. The rate is \$_____ per day, payable immediately upon notification by Provider that absence was unexcused.

H. FAMILY BEST INTEREST DAYS

[Verify in your Provider handbook whether your Alternative Payment Program allows for 10 Best Interest Days on which the Provider will be paid, even though the Child does not attend day care. If the APP does allow such Best Interest Days, the following clause will apply:]

The Alternative Payment Program will pay Provider for 10 days of best interest per child per year. Best Interest Days include family vacation, relative visits, and days home with Parent (other than illness). Parent must inform Provider at least 24 hours in advance of the Child’s absence from care. If Parent wants to take additional Best Interest Days, Parent is responsible for the payment of those days for the rate of \$_____ per day, and must be paid in advance. Parent is responsible to pay Provider for any Best Interest Days for which Provider does not receive reimbursement from the Alternative Payment Program.

I. CONTINUANCE AFTER CALWORKS CHILD CARE

After being terminated from the CalWORKs child care program, Parent may contract with Provider at Provider’s discretion for continued care. If Provider chooses to continue providing care, a new contract for non-subsidized care--under the same fee rate and conditions as Provider’s non-subsidized customers--must be signed by both parties.

5. ABSENCE POLICY

The full fee will be charged for all absences. Fees are akin to tuition and are based on enrollment, not attendance. No refund, credit, or makeup day is provided for children who are absent due to illness or vacation. Parent shall notify Provider of any absence as soon as the Parent knows that Child is unable to attend on a particular day.

6. CHILD ILLNESS POLICY

Please be considerate if your child shows any signs of an oncoming illness. Provider has the obligation to protect children in her care from illness whenever possible. Children with the following conditions must be kept home and will be sent home if these conditions become apparent:

- Fever over 101° F
- Vomiting
- Skin rash or eruptions of unknown origin
- Constant cough
- Heavy nasal discharge
 - If a runny nose is related to allergies, please provide a doctor's note stating that fact.
- Diarrhea
- Conjunctivitis – such as pink eye or thick discolored drainage from the eyes
- Sore throat
- Upset stomach
- Parasites – nits, lice, crabs, etc.
- Communicable diseases – chicken pox, measles, ring worm, scarlet fever

Child will also be sent home when the Provider believes, in her judgment, that Child's condition poses a threat to the health or safety of Child or other children or staff in the program.

A Child who becomes ill at school will be separated from the group and Parent will be called. Parent must pick up Child within one hour after being notified of Child's illness. After one hour, Parent will be charged the actual cost of additional expenditures related to isolated care.

If Child is sent home due to illness, this will be considered an absence in accordance with Section 4.

Child should be symptom-free for 24 hours before he/she returns to day care.

7. WITHDRAWAL OF CHILD BY PARENT

Parent must provide two weeks' notice *in writing* before withdrawing Child from the program. If Parent fails to provide two weeks' written notice, Parent will be charged for two weeks of care, even though Child is no longer in the program. The deposit paid at enrollment will be applied to this amount due.

8. TERMINATION BY PROVIDER

A. Two-Weeks' Notice

Provider may terminate Child's enrollment in the family day care home effective upon two weeks' notice to Parent, for any reason. The pre-paid deposit for the final 2 weeks of attendance will be applied at this time. If there are any outstanding debts owed by Parent such that the deposit does not cover the outstanding debt plus the last two weeks of child care, Provider will apply the prepaid deposit first to the outstanding debt and the balance on a per day basis for as

many days as the remaining sum permits. This may reduce the remaining number of days of care from ten (or two weeks) to the number of days possible given the amount of deposit remaining.

If Provider's two-week notice of termination occurs in the midst of a longer pre-paid payment period, a pro-rated amount will be refunded to Parent after first deducting any outstanding charges owed.

B. Immediate Termination

Provider may terminate Child's enrollment in Provider's program effective immediately, if any of the following conditions arise:

- (1) In the sole judgment of Provider, the Child's behavior or the Parent's behavior poses a significant threat to the physical or mental health or well-being of one or more of the other children at the family child care home, the Provider, or other persons on Provider's premises, and Provider is unable to reasonably eliminate the threat.
- (2) Any payment owed by Parent to Provider under this contract is not paid within three days after such payment is due;
- (3) The child is picked up late more than five times in any thirty day period.

If, pursuant to any of the reasons set forth above, Provider terminates Child's enrollment in the midst of a payment period (monthly or weekly), a pro-rated amount will be refunded to Parent after first deducting any outstanding charges owed. Provider will also refund the pre-paid deposit for the last two weeks of care at this time, after first deducting any outstanding charges that remain due and owing.

9. HOLIDAYS AND PROVIDER'S SICK TIME AND VACATION

No care will be provided on the following holidays:

New Year's Day	Martin Luther King, Jr. Day
Labor Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day and Day after Thanksgiving	Christmas Eve Day
Christmas Day	President's Day

These holidays will be billed as though care were provided.

Provider will give Parent a minimum four weeks' notice if Provider plans a vacation. Parent will be responsible for finding alternative care during Provider's vacation, but no fee will be charged by Provider during Provider's vacation.

Provider reserves the right to take ____ personal days per year, upon reasonable notice to Parents.

In the event Provider becomes sick or has another emergency, Provider may secure a qualified substitute to care for the children enrolled in the program at Provider's home. If Provider is unable to do so, Provider will notify Parents as soon as possible that Provider will be unable to provide care that day.

If Provider closes the day care home due to illness or emergency, beyond the number of personal days described above, Provider will refund that pro rata portion of any monthly/weekly fee paid by Parent in advance for the additional days of closure.

Provider requires payment from the Alternative Payment Program up to the allowed maximum 10 holidays. [*Check handbook for APP policy; most allow this.*] Parent must find alternative care during these days.

10. DUTY TO REPORT CHILD ABUSE

Provider is a mandated reporter of suspected child abuse under the terms of the California Penal Code § 11166. Provider and its employees who have knowledge of or observe the Child, in their professional capacity or within the scope of their employment, whom Provider or the employee knows or reasonably suspects has been the victim of child abuse, have a statutory duty to report the known or suspected instance of child abuse to a child protective agency. In addition, Provider and any employees who have knowledge of or who reasonably suspect that mental suffering has been inflicted upon the Child or that his or her emotional well-being is endangered in any other way, must report the known or suspected instance of child abuse to a child protective agency.

11. GUIDELINES FOR RELEASING CHILDREN

Provider will release Child only to:

- (1) parents with legal and/or physical custody or to the Child's legal guardian;
- (2) anyone Parent or guardian has authorized by prior arrangement with Provider in writing; or
- (3) police or welfare workers with proper authorization.

Provider will not release the Child to anyone under the age of 18.

Parent must sign the Child in/out upon arrival and departure each day. Parent must not remove the Child from day care home without notifying Provider.

All persons other than parents picking up the Child will be required to provide their drivers license / ID card and will be required to sign in with Time and full signature.

12. ADDITIONAL CONSIDERATIONS

- A. Clothing: Parent should provide a change of clothing for the Child. All clothing must be labeled. Provider is not responsible for soiled or lost clothing.
- B. Medications: All medication must be in the original container for Provider to dispense it. The following provisions also apply:
 - i. Prescription Medication: Provider will administer prescription medication only so long as Parent has submitted to Provider (1) a signed permission form with instructions provided by parent, **and** (2) a prescription from the Child's doctor with required dosage and times to be administered.
 - ii. Over the Counter Medication: Provider will administer over the counter medication only so long as (1) Parent has submitted the medication to Provider in the original packaging; (2) the medication is to be administered according to package instructions; and (3) Parent has completed a signed form with name of medication, dosage, and times to be given. The required dosage and times to be administered must be included in doctor's note/Parent form. "As needed" or "as directed" will not be accepted.
- C. Discipline: Provider will not use any corporal punishment. If discipline is required, Provider

will use redirection and/or a time-out.

- D. Medical Conditions/Allergies: Parent must fill out a form provided by Provider listing Child's allergies and all medical conditions.

13. PARENT/PROVIDER HANDBOOK

Parent has seen and read the Parent/Provider Handbook and agrees to abide by all policies and procedures contained in the Parent/Provider handbook.

14. MODIFICATION/AMENDMENT

Provider reserves the right to modify and/or amend this agreement upon two (2) weeks' written notice of any changes in the basic rates or services; provided, however, that any changes in the government-subsidized reimbursement rates shall be effective immediately and do not require any prior notice to Parent. Changes in basic rates/services do not require Parent consent, but all other changes require Parent consent. Provider has the right to modify and/or amend this agreement to reflect changes in the rules and policies with regard to CalWORKs child care, including those changes reflected in the provider handbook.

15. ENTIRE AGREEMENT

This agreement, together with those documents specifically incorporated herein by reference, contains the entire agreement and understanding between the parties as to the subject matter hereof.

16. INVALID PROVISIONS

The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. WAIVER

No right under this contract shall be waived (lost) merely by delaying or failing to exercise it. Consent to one act shall not be considered consent to any other or subsequent acts. Any waiver of a default under this agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provisions of this agreement.

18. GOVERNING LAW

This agreement shall be governed by and interpreted in accordance with the laws of the State of California.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT.

Provider Signature

Date

Print Provider Name

Parent

Date

Print Parent's Name

Parent

Date

Print Parent's Name

SAMPLE

This document was prepared by Public Counsel's Early Care & Education Law Project in November 2009 and is meant to provide general information. This document is not all-inclusive and is not intended to provide any individual or entity with specific legal advice. Receiving this document does not create any lawyer-client relationship. For questions or comments, please call the ECE Law Project Intake line at 213/ 385 2977 ext. 300.

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