

## **Family Child Care Program**

### **GENERAL PROVISIONS**

1. This agreement becomes effective on the date of execution by the parties and shall remain in effect until May 31, 200\_
2. Every effort will be made to problem solve issues concerning our collaboration. However, either party may terminate this agreement by giving **thirty** days written notice to the other party. UMCHS reserves the right to terminate the agreement immediately upon evidence of a serious health and safety concern.
3. The terms of the agreement may be modified at any time by mutual agreement of the parties. All modifications must be in writing, signed by the parties and attached to the original agreement.

### **PROVIDER RESPONSIBILITIES**

#### **The Provider agrees:**

1. To protect, indemnify, and hold harmless UMCHS, it's elected and appointed officials, employees, agents and staff from any and all claims, liabilities, damages, expenses, or rights of action directly or indirectly attributable to the provider's activities and /or use of premises in connection with this agreement, except for the sole negligence of UMCHS.
2. To meet and maintain the requirements in the Rules and Resources For Family Day Care or Rules For Certified Family Child Care Homes from the Child Care Division and Employment Department. To include a copy of the current Registration/License, First Aid Certification, Infant Child CPR Certification, Certificate in Recognizing and Reporting Child Abuse and Neglect, Food Handlers Certification and Criminal Background Registry with the Letter of Agreement.
3. Maintain Child Care Registration/License, Criminal Background Registry, First Aid, Infant Child CPR and Food Handlers Certifications and proof of insurance. UMCHS will not provide compensation (as outlined in Letter of Agreement: Compensation I) during the period that any certification has lapsed. Provider agrees to not charge parents for care during this time.
4. To provide full day/full year care and Head Start services which are consistent, high quality and geared to the developmental stages of the enrolled children. Provider will carry out the Head Start Performance Standards and agrees not to include religious or holiday training or activities with the children or families.
5. To attend training as required by the Education Manager.
6. To be open for operation during the scheduled hours agreed upon by the Head Start family and provider. The Provider is required to have a qualified substitute when not available to carry out all responsibilities of the Provider.
7. The qualified substitutes must be a person over the age of 18 and someone the provider would normally pay to hire. This person can not be the Provider's spouse or significant other.
8. To notify the Education Manager one week in advance when scheduled vacations, appointments, and other events are taking place. If unable to give advance notice for unscheduled events, to inform Education Manager as soon as possible. When the Provider will be unavailable, a qualified substitute, at the Provider=s expense, will carry out all responsibilities of the Provider.

The Provider will ensure the substitute is:

\*Trained to carry out the Head Start Standards

\*Has completed an orientation to the roles and responsibilities as outlined in the CCD Regulation Book

\*Enrolled on the Criminal Background Registry (as required by CCD ORS 181.537 and 657A.060)

\* Current First Aid Certification

\* Current Infant Child CPR Certification

\* Current Food Handlers Certification

9. To provide Head Start and child care services for up to but no more than 5 full time equivalent Head Start eligible children. The provider may accept payment from a variety of sources to cover expenses for the care and feeding of children. Sources for payment may include but are not limited to, DHS Self-Sufficiency, DHS Child Welfare, and the US Department of Agriculture (USDA/CACFP). The provider agrees to accept the reimbursement rate established by the subsidy program the family is eligible for and may not bill the family for additional reimbursement.
10. The provider may collect the co-pay amount the family is required to pay as established by DHS.
11. If there is no Head Start child(ren) for 30 consistent days, UMCHS reserves the option to terminate the provider from the program, effective immediately.
12. To allow access to, and cooperate with, authorized Head Start staff, both local, state and federal, contractors and consultants in the observation and evaluation of the child care program and records. Visits by the Family Child Care Specialist will be made on a weekly basis. Visits will last one and a half hours in duration and will be both announced and unannounced during hours of operation.
13. To maintain participation in the United States Department of Agriculture Child and Adult Care Food program (USDA/CACFP) and to meet all of their requirements.
14. To work in partnership with parents in the development and education of their child. Provider will be responsible for a minimum of two educational home visits per program year. The home visits will need to be in compliance with the Head Start requirements for home visits. In addition to the home visits, Provider will complete two parent/staff conferences each program year.
15. To meet Head Start Performance Standards through the use of the UMCHS procedures.
16. To actively participate in an Individualized Professional Development Plan.
17. To submit Field Trip Authorization forms prior to taking children on any field trips and must comply with the Field Trip policy during any transports.
18. To submit the following documentation by the 5<sup>th</sup> business day of the month from the previous month. Reimbursement is contingent on receipt of these forms:
  - \*Billing Invoice
  - \*Attendance records for each Head Start enrolled child
  - \*Documentation of completed Education home visits
  - \*Education Time lines including field trip authorization forms
19. To sign for receipt of any loaned equipment and to return all loaned equipment if this agreement is terminated prior to final reimbursement.
20. To notify the Education Manager immediately of any reports made by the provider, a parent, or anyone else to DHS Child Welfare regarding allegations of child abuse or

neglect. This will include any reports involving Head Start children enrolled in the program, as well as any reports involving the provider or individuals having access to the Head Start children. The UMCHS Child Abuse and Neglect form must also be completed and returned within 3 days.

21. To comply with the Federal Americans with Disabilities Act (ADA).
22. To maintain all family written and verbal communication confidential, all records are to be kept out of the reach of other adults and children. Release of Information will be completed between all parties prior to the sharing of any information concerning a Head Start child.
23. Maintain liability insurance in an amount of no less than \$500,000 combined single unit occurrence.

### **UMCHS RESPONSIBILITIES**

#### **Umatilla Morrow Head Start Inc. agrees:**

1. To assist the provider in making arrangements for training as agreed in each provider=s individual training plan.
2. To provide copies of Federal Head Start Performance Standards, UMCHS Policies and Procedures, forms and sample of record keeping forms to ensure compliance with Head Start standards.
3. To provide on going training, support and evaluations, which included, but is not limited to, weekly home visits both scheduled and unscheduled during hours of operation.
4. To assist in recruiting and enrolling eligible families in need of full day child care.
5. To facilitate the provision of the following service activities in accordance with the Head Start program standards:
  - \*Social Services to families
  - \*Parent Involvement activities
  - \*Policy Council coordination
  - \*Mental Health consultant services
  - \*Education technical assistance
  - \*Health screening and follow-up
  - \*Special services referral and follow-up
6. To provide consumable supplies with a retail value up to \$300.00 as outlined in the Letter of Agreement.
7. To make available for loan a variety of equipment and resource books.
8. To notify Head Start families if their Child Care Provider is no longer contracting with UMCHS.
9. To provide financial reimbursement as outlined in Letter of Agreement.

### **PROCESS IN EVENT TERMS OF AGREEMENT ARE NOT MET**

1. Provider will be notified of non-compliance issues in writing and placed on probationary status.
2. A corrective action plan will be developed with input from provider and UMCHS staff. A monitoring schedule will be included. Improvement will be immediate and on-going.
3. The plan will be reviewed at the end of 30 days. If, in the judgment of the UMCHS staff,

corrective action is progressing as planned, monitoring will continue with reviews scheduled on a regular basis.

4. The provider will be taken off of probation when the plan is successfully completed.
5. The probation period will last no more than 6 months.
6. If UMCHS staff determine that insufficient improvement is occurring or probation has lasted 6 months with no resolution, UMCHS may at that time choose to give 30 day notice of termination to the provider. An alternate placement for Head Start children will be offered to the families enrolled in the Family Child Care Program.
7. In the event the provider feels UMCHS had not fulfilled its obligation in this agreement they will need to follow the UMCHS complaint policy.

### **PLACEMENT OF PROVIDER ON PROBATIONARY STATUS**

A Head Start Family Child Care Provider may be placed on probationary status for reasons including, but are not limited to:

1. Unwilling to enroll a minimum of two children in the Head Start program.
2. Failure to attend required training and/or meetings.
3. Failure to comply with Head Start Performance Standards.
4. Failure to meet:
  - \*Health and Safety standards
  - \*Environmental standards
  - \*Education training requirements
  - \*Monthly record keeping requirements
5. Failure to Participate in Professional Development Plan.