

**4Cs Early Care and Education Services**  
Voucher Programs Provider Agreement  
Alternative Payment and CalWORKs Programs

This agreement is made and entered into by and between: \_\_\_\_\_

operating at \_\_\_\_\_, CA  
and the Community Child Care Council (4Cs) of Sonoma County, Inc.

This independent contractor is hereinafter referred to as "Facility" and the Community Child Care Council of Sonoma County, Inc., is hereinafter referred to as "4Cs". This agreement applies solely to the Voucher Programs as funded through the California State Department of Education and other funding sources.

**This agreement takes effect on \_\_\_\_\_, and terminates on \_\_\_\_\_.**

It is mutually agreed by and between the parties as follows:

1. 4Cs agrees to certify children as eligible for State Subsidized Child Care.
2. 4Cs agrees to refer eligible children to the Facility, pursuant to 4Cs referral policy.
3. Final selection of the placement of children in a facility is the sole right of the parent or guardian. 4Cs shall not be involved in the placement of children.
4. Acceptance of a child becomes the sole right of the Facility. Services of the Facility shall be made available to all persons otherwise eligible without regard to sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability. A child may not be rejected by the Facility for any of the above reasons.
5. No form of religious instruction or *sectarian* care may be provided in child care settings by State funded Alternative Payment Programs. Sectarian care is allowed in child care settings funded by the Federal Block Grant and Child Care & Development Fund Programs. (Please indicate whether the Facility offers sectarian care in the space provided.)
6. **The Facility acknowledges its status as an independent contractor and waives any and all employment benefits available to 4Cs employees. The Facility agrees to advise its own employees that they are NOT employees of 4Cs and are NOT entitled to 4Cs employee benefits.**
7. The Facility must meet all State requirements and have a current license, if required, prior to any subsidized children being referred. If the Facility is exempt from licensure under regulation number 102358 of the Family Day Care Homes for Children Regulations, the Facility must meet all requirements of the California Child Care Registry, TrustLine and/or other program requirements for license-exempt providers.
8. **In-Home child care providers are employed by the parent and are not contractors or employees of 4Cs.** As an employee of the parent/guardian, all applicable employment and minimum wage law requirements apply. Refer to the Parent and Provider handbook and the In-Home Care Agreement for more information.
9. If the Facility's license or registration is revoked or denied by the State or its designee, or if the license expires, 4Cs will immediately cease subsidizing payments and the Agreement will terminate.
10. The Facility, if eligible, may participate in the 4Cs Child Care Food Program, at its option.
11. **The Facility shall maintain accurate Attendance Sheets with full-legal signatures on a daily basis. Failure to comply with attendance sheet procedures may result in termination of this agreement.**
12. The Facility agrees to allow an announced or unannounced visit during operational hours by 4Cs staff.
13. The Facility agrees to abide by the rules and guidelines included in the Provider Handbook.

❖ PROVIDERS PLEASE RETAIN YELLOW COPIES FOR YOUR RECORD ❖

14. This agreement may be terminated by either party for any reason with written notification. 4Cs can authorize payment up to two (2) weeks when the Facility has a contract on file stating they require all families in the program to give notice, excepting: (a) emergency conditions (including complaints about the health and safety of children at the Facility), (b) Facility's loss of license or denial of TrustLine registration, (c) intentional misrepresentation by Facility to 4Cs, or (d) inappropriate behavior as outlined in the provider handbook, or (e) the mutual agreement of the parties. In the first four situations, 4Cs may terminate this agreement by written notice effective immediately.
15. 4Cs shall pay the Facility the rate charged for full fee pay children based upon the Facility's standard written rate sheets, unless that rate exceeds the regional market rate (RMR) ceilings established by the State. (Please see "Attachment A" for the authorized rates and terms of payment agreed upon by 4Cs and the Facility.) If the Facility's customary rate exceeds the RMR ceiling, 4Cs shall pay the ceiling amount. The parent is responsible to pay the portion of the rate over the RMR ceiling. Collection of parent co-payments shall be arranged between the parent and the Facility, without the involvement of 4Cs.
16. Some families will have a Family Fee based on their income and family size. Family fees are to be billed and collected by the provider in full during the first seven days of the month. Parents or guardians are responsible to pay the family fee for all contracted days of child care including absences. The provider must attach a numbered receipt to the monthly attendance sheets. Family fees will be deducted from the 4Cs authorized rates of care as listed on the Att. A.
17. **Payments shall be on a monthly basis. Attendance sheets are due on the 5th of the month following care. (If the 5th falls on a weekend or holiday, attendance sheets are due the working day after the weekend or holiday). Any attendance sheets received after the 5th will be processed in the next check cycle which may be the following month.** 4Cs agrees to pay for child care provided as specified on the Certificate for Child Care Services and subsequent Certificate Revisions. Payment to the Facility for any hours beyond those specified on the certificate becomes the obligation of the parent.
18. **The Facility agrees to notify 4Cs in the event of an enrolled child's absence, when the child is absent five (5) consecutive days without notification from the parent.** 4Cs may not be responsible for payment without proper notification.
19. The Facility agrees to allow the enrolled parent(s) unlimited access to enrolled child(ren), and to the providers caring for the child(ren), during the normal hours of Facility operation and whenever the child(ren) is in care at the Facility.

**This is only an Agreement for Services. 4Cs has not inspected or warranted the degree or type of supervision provided, or the condition of the Facility. 4Cs assumes no responsibility for injury or damage arising from the performance of this Agreement.**

✓ **Please check, if appropriate:**

- The Facility is a corporation. Corporation name: \_\_\_\_\_
- Program provides sectarian care or religious instruction.
- Program is exempt from licensing as a public recreation day care program.
- Program is exempt from licensing as a school-operated day care program.
- Program is exempt from licensing as day care in a home according to Licensing Regulations. Grandparent's, aunt's, uncles, friends or neighbor child care providers please answer the following two questions:  
 1) Date of Birth: \_\_\_\_\_ 2) Have you ever been convicted of a felony?  yes  no If yes, please explain:  
 \_\_\_\_\_

\_\_\_\_\_  
**Facility License Number**  
 (FDCH and Centers)

\_\_\_\_\_  
**Expiration Date**  
 (FDCH and Centers)

\_\_\_\_\_  
**Federal I.D. #**  
 (Centers Only)

\_\_\_\_\_  
**Social Security #**  
 (FDCH and License-Exempt)

\_\_\_\_\_  
**Worker's Compensation Policy Name and Number**  
 (Providers with paid employees only.)

**I hereby certify that I have read and will abide by the conditions of this Agreement entered into this day \_\_\_\_\_**

\_\_\_\_\_  
**Signature, Owner/Operator**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Mailing Address**

- CAPP  C2AP  C3AP  Other \_\_\_\_\_

4Cs Representative