

CONTRACT BETWEEN  
ALL OUR KIN  
AND FAMILY CHILD CARE PROVIDER

This Contract is made and entered into on \_\_\_\_\_, 20\_\_ between All Our Kin, Inc. (“AOK”), in its role as Early Head Start Partner to the United Way of Greater New Haven (the “Early Head Start Grantee” or “Grantee”), and \_\_\_\_\_ (Owner and Primary Care Giver, hereinafter “Provider”) located at \_\_\_\_\_ and whose phone number is \_\_\_\_\_.

A. PURPOSE:

To provide Early Head Start/Family Child Care Services (defined below) to designated children in the certified permanent residence or facility (“Family Child Care Program”) of the Provider in accordance with the Head Start Act and its implementing regulations (the “Head Start/Early Head Start Performance Standards” or the “Performance Standards”).

The Provider agrees to:

1. Provide high quality comprehensive infant and toddler care and Early Head Start educational services to up to six eligible families enrolled in Early Head Start. Using the Head Start/Early Head Start Performance Standards as a guide, Providers will offer quality infant toddler programs, with assistance where needed from AOK.
2. Meet the credentialing requirements established by Head Start. If the Provider does not have an appropriate Child Development Associate credential (CDA) or qualifying degree, s/he must enter a training program to obtain qualifying credentials within six months and successfully complete CDA program within one year of program enrollment (if applicable). The Provider is responsible for ensuring that her CDA remains current and renewing it in a timely fashion.
3. Implement the Head Start/Early Head Start Performance Standards, and maintain accurate monthly records and reports as required.
4. Meet all health and safety rules as required by state and local agencies for operating a licensed Family Child Care.
5. Assume liability for children served in their facility.
6. Operate and maintain a licensed Family Child Care.
7. Provide AOK a copy of the facility's current Connecticut Family Child Care license.
8. As required by the Performance Standards, make no less than two home visits per program year to the home of each enrolled Early Head Start child, unless the parents expressly forbid such visits. Additional All Our Kin staff working with the family may make or join home visits, as appropriate.

Items 1 through 8 above shall be known collectively as the “Early Head Start/Family Child Care Services” or the “Services”).

#### B. CONTRACT PERIOD:

The effective date of this Contract will be July 1, 2015 and the end date of this Contract will be June 30, 2016, subject to termination prior to that date as provided herein.

#### C. SERVICE POPULATION:

The Provider agrees to provide the Services for a maximum of six (6) children of Parents/Guardian(s) (sometimes referred to as the "AOK-EHS Family") who are eligible for Early Head Start.

The Provider shall make every effort to identify children who may qualify for the Services pursuant to the Guidelines and who are currently enrolled or seek to enroll in his/her Family Child Care Program.

The Provider shall not deny services to any child based on special needs or health status, as required by the Performance Standards. Should a Provider enroll a child with special needs or health status, All Our Kin will make every effort to provide additional support to help address the child’s individual needs.

#### D. TERMINATION OF CONTRACT:

This Agreement may be terminated as follows:

- (a) by either party without cause, with a minimum advance written notice of sixty (60) calendar days;
- (b) by AOK immediately upon withdrawal or depletion of state or federal funds necessary for AOK to operate the Early Head Start Program; or
- (c) by AOK immediately for cause.

Provider's failure to comply with any of the provisions of this Agreement, including the following provisions, shall constitute sufficient cause for immediate termination by AOK.

1. Failure to comply with Head Start/Early Head Start Performance Standards.
2. Failure to maintain appropriate insurance coverage.
3. Failure to maintain information regarding the program, any child cared for or any AOK-EHS Family in a confidential manner.
4. Failure to comply with the terms of this Contract.
5. Refusal to allow access by AOK-EHS Families or AOK, United Way, or Office of Head Start staff to the child care home.
6. Any substantiated history of child abuse or neglect.
7. Falsification, misstatement, omission or misrepresentation of any information.

8. Loss of child care facility license.
9. Institution of revocation or suspension proceedings against the Provider by the Office of Early Childhood.
10. Institution of an investigation into the Provider or any other full time member of Provider's household by the Department of Children and Families.
11. The filing of any criminal charges against Provider or any other full-time member of Provider's household.
12. Failure to maintain a drug free workplace.

#### E. INDEPENDENT CONTRACTOR:

The Provider is an Independent Contractor and shall not be deemed to be an agent, partner or employee of AOK. Provider does not have the authority to bind AOK under any contract or otherwise create any liabilities or obligations on behalf of AOK. Provider is a self-employed contract service provider for the Early Head Start Program at AOK and therefore is not covered by AOK personnel policies and procedures and employee benefits. Provider is responsible for payment of all local, state and federal tax obligations on income earned through this Contract as well as for other requirements of self-employment, which include, but are not limited to the following: payment of estimated taxes, payment of Social Security taxes, purchasing liability insurance, establishing retirement plans, payment of withholding taxes (941 taxes) and any other self-employment benefits. Provider is responsible for all obligations associated with staff employed by the Provider. Provider shall comply with all laws, rules, regulations and ordinances applicable to the Provider's business.

#### F. CONSUMER AND PROVIDER CONFIDENTIALITY:

All information concerning any child cared for or any AOK-EHS Family shall remain confidential.

The Provider understands the use or disclosure of any information concerning any AOK-EHS Family for any purpose not related directly to the delivery of Early Head Start/Family Child Care services is prohibited, except upon written consent of the parent/guardian.

The Provider hereby consents to the disclosure of any information reasonably determined pertinent by AOK to United Way and/or the Office of Head Start, and such independent program evaluators as AOK may retain to review Provider's performance under this contract. Further, the parties acknowledge that the staff and consultants of AOK are mandated reporters who are obligated to report suspected child abuse and neglect to the Connecticut Department of Children and Families.

#### G. INDEMNITY AND INSURANCE:

The Provider agrees to hold AOK harmless from all liability, loss, damage and expense, including attorney fees, arising from Provider's acts or omissions including Provider's provision of the Services. Provider shall carry General Liability Insurance, Child Care Liability Insurance, and Abuse and Molestation Coverage. Coverage shall be in the amount of at least \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate. Provider shall furnish a certificate of insurance for each insurance policy listed in this section within 30 days of signing this agreement. Funds from Provider's Quality Enhancement Allowance (see N.5, below) may be used to purchase insurance with prior written approval from AOK.

H. CERTIFICATION:

The Provider agrees to maintain a current Connecticut Family Child Care License for operating a family child care facility. Provider shall furnish a copy of the license to AOK prior to execution this agreement.

Provider agrees to report any changes in licensing status, including changes in household members, changes in staffing arrangements, or proceedings by the Connecticut Office of Early Childhood or the Department of Children and Families, to AOK within twenty-four (24) hours. Provider further agrees to report any site visits, inspections, or communications from the Office of Early Childhood or the Department of Children and Families to AOK within twenty-four (24) hours.

I. FACILITY:

The Provider shall furnish an adequate facility for the housing of the Provider's child care program in the Provider's home or other suitable place approved by the Connecticut Office of Early Childhood.

J. DRUG FREE WORKPLACE:

The facility provided by Provider shall be "Drug-free" at all times.

K. EMERGENCY:

In the event of an accident or other emergency, the Provider shall promptly contact appropriate emergency services, including immediately calling 911, and Provider shall promptly contact the parent or guardian of the child involved and notify AOK.

L. HOURS OF OPERATION:

The Provider shall set the hours of operation, and shall inform AOK of these hours in writing at the time of signing this contract. S/he must offer ten available hours of operation per day. The Provider's daily schedule of operation will be Monday through Friday: \_\_\_\_\_ AM to \_\_\_\_\_ PM.

AOK-EHS children shall attend not less than seven nor more than ten hours per day, schedule to be determined by the Provider and the family in consultation with All Our Kin. Children of parents who are not working, nor attending school, nor participating in a job training program shall not attend the program more than seven hours per day. The Provider may refuse to enroll a family whose work schedule does not conform with the schedule that s/he has established for her program; however, if s/he refuses the enrollment, she may be ineligible for the payment specified in section N.6.a.

Provider shall adopt such holiday schedule as s/he shall determine, provided that the Facility must be open at least 48 weeks per year. The Provider shall create a written schedule of closings for the year and shall deliver that schedule to AOK within 30 days of executing this contract. AOK must be notified of any changes in schedule immediately.

M. STAFFING:

1. The Provider may not care for more than two (2) children under the age of two (2), four (4) children under the age of three (3), or six (6) children total, as required by the Performance

Standards. The Provider may care for additional children, subject to AOK's prior written approval, only if s/he has the requisite number of Assistants licensed by the State of Connecticut.

2. As required by the Performance Standards, the Provider must have a minimum of a CDA credential in either Family Child Care or Infant Toddler care. A copy of the credential must be provided to AOK within 30 days of execution of this contract. If the Provider does not have a CDA, s/he must enroll in CDA training within six months of the execution of the contract, and complete the CDA within one year. If the Provider has a Preschool CDA, she must begin work towards a Second Setting credential in Family Child Care or Infant Toddler Care within six months, and complete the credential within one year.
3. Substitutes and Assistants must be licensed by the Connecticut Office of Early Childhood and must have the necessary training and experience to ensure that the Services are provided professionally and that the Services are of a high quality. AOK must receive copies of Substitute and Assistant licenses for all staff working in the family child care.

#### N. COMPENSATION:

Provider shall be compensated only for Services actually provided to qualifying AOK-EHS children. Enrollment of qualifying AOK-EHS children is not guaranteed.

1. Provider shall receive remuneration for all AOK-EHS children through a dedicated Care4Kids funding stream. In order to receive payment, Provider must submit all required paperwork directly to Care4Kids.
2. AOK shall pay Provider as compensation, under this Agreement, an additional \$52 per week per EHS child, payable upon AOK's approval of invoice. Such remuneration shall begin when AOK enrolls children to the Provider and Services are actually provided under this agreement.
3. In a limited number of cases, subject to case-by-case review by AOK, where an AOK-EHS Family cannot obtain Care4Kids funding, AOK shall pay Provider as compensation, under this Agreement, the sum of \$250 per week per EHS child, payable upon approval of invoice. Approval for this arrangement must be obtained from AOK in advance. Remuneration shall begin when AOK enrolls non-related children to the Provider and child care services are actually provided under this agreement.
4. In a limited number of cases, subject to case-by-case review by AOK, where an AOK-EHS child has special needs that require increased attention and support, AOK shall pay an additional 15%.
5. AOK shall provide a yearly Quality Enhancement allowance of \$250 per Early Head Start slot, up to a total sum of \$1,500 per year (the "Allowance"), for the purchase of classroom supplies; furniture and equipment; and consumable supplies. All supplies and equipment purchased pursuant to this provision shall belong to the Provider.

With the approval of AOK, the Allowance may also be used for professional development activities including but not limited to the following: attendance at approved training and conferences; course work, books, student fees to meet EHS credential requirements or obtain a qualifying degree.

The Provider shall obtain prior written approval for any expenditures to be funded by the Allowance. In order to be reimbursed, the Provider shall submit receipts documenting approved expenditures to AOK. Nothing herein shall require the Provider to expend such funds or to limit the expenditures for the items described herein, to the amount of the Allowance.

If the contract is terminated before the end of the 12-month period for any reason the Quality Enhancement Funding will be prorated to reflect the length of time that the Provider actually provided services.

6. AOK shall make reasonable efforts to enroll Early Head Start children to the Provider. The amounts called for herein as compensation to the Owner shall be paid to the Provider, as long as child care services under this contract are regularly provided.
7. The per child compensation rate shall be paid in advance on or around the 15<sup>th</sup> of the month on a monthly basis. Advance payment shall be suspended when reporting forms are not properly and timely submitted as required by Paragraph N.8 below or other provisions of this contract are in dispute.
  - a. Except as provided below at Paragraph N.6.b, if a slot becomes vacant, AOK will pay for the vacant slot for a period up to two weeks after the slot has become vacant. If the slot is not filled with an EHS child within that time period, payment for the available slot will terminate until the slot is filled with an EHS child.
  - b. A Provider shall be ineligible for payment under Paragraph N.7.a if any of the following conditions apply:
    - i. The family leaves the program at the Provider's request; or
    - ii. The family leaves the program due to the Provider's negligence or failure to comply with the Performance Standards; or
    - iii. The Provider chooses not to enroll an eligible family referred by All Our Kin.
8. The Provider will submit a weekly Children's Attendance Form for each week by noon on Friday of that week to document daily attendance records for enrollees. These forms may be submitted via facsimile ("fax").
9. If a child is absent for two consecutive days, the Provider shall notify AOK no later than the end of the second day. If a child is absent three times in one month, the Provider shall notify AOK no later than the end of the third day of absence.
10. The Provider shall submit all Care4Kids correspondence and documentation, including check stubs, pertaining to EHS children to All Our Kin within twenty-four (24) hours. Correspondence and documentation may be submitted via facsimile ("fax").
11. All forms and requests for payment or merchandise to be submitted pursuant to this Agreement must be accurately submitted and maintained. Any misstatement or falsification of records shall be grounds for non-payment and immediate termination of this Contract. AOK shall not be obligated to make any payment under this contract until all necessary forms are completed and submitted to AOK.

12. AOK may require additional forms and reporting as it deems reasonably necessary from time to time.
13. The Provider is responsible for arranging the conditions of, and for making any payments to employees, substitutes or vendors for services rendered in accordance with federal rules and regulations.
14. The Provider will be paid only for child care services actually provided under this agreement, except as described in paragraph N.7.

O. REQUIRED TRAINING AND MEETINGS:

As required by the Performance Standards, certain trainings and workshops shall be provided by AOK and other community resources and made available to the Provider. Provider shall attend a minimum of 16 hours of professional development per year. AOK may designate certain training as mandatory for the Provider, and all mandatory trainings will occur during designated in-service days. Within one month of signing the contract, the Provider will be notified of all proposed in-service days for the following year. Provider will be required to attend an Early Head Start Orientation and ongoing professional development designated by AOK.

Provider shall participate with AOK in a yearly self-assessment and development of a Professional Development Plan (“Plan”) with goals and training needs. The Plan will assist the Provider in achieving such levels of training as may be targeted by the Plan. The Provider may attend training and workshops of their own choosing as part of the Quality Enhancement allowance up to the limit provided in this Contract, so long as such training and workshops are directly related to child care and are approved by AOK as to content and quality.

P. CHANGES IN AVAILABILITY OF PROVIDER:

The Provider shall provide a qualified Substitute to take over the care called for herein in the event of the absence or illness of the Provider. The Substitute must meet the standards set forth in paragraph M.3. The Provider shall be solely responsible for providing and paying such Substitute.

The Provider shall be present, on-site, at least 80% of the time, and shall be the primary caregiver during that time. In certain short-term emergency circumstances, this requirement may be temporarily waived with prior approval from AOK.

The Provider shall notify AOK and the parent(s) of enrollees immediately in the event of closure of Provider’s Facility due to illness or injury of the Provider or the immediate family.

The Provider shall create a written schedule of closings for the year and shall deliver that schedule to AOK within 30 days of executing this contract. AOK and the parent(s) must be notified in writing of any changes in schedule immediately.

The Provider’s Family Child Care Program must be open a total of 48 full weeks per year.

Q. COMPLIANCE:

The Provider agrees to comply with all Federal and State Head Start/Early Head Start Performance Standards, laws, regulations, policies and procedures and any other applicable state and federal codes.

R. MONITORING:

The Provider agrees to permit AOK to make monitoring visits to the Facility at any time during the hours of operation of the Facility, as often as AOK deems necessary. The Provider further agrees to participate in on-site sessions with the Child Development Specialist every two weeks, or more often if deemed necessary by AOK. In addition, the Provider agrees to permit visits by AOK Early Head Start-affiliated staff, including the Nurse Consultant, Mental Health Consultant, and Family Advocate, as well as staff from the United Way and the Office of Head Start, for the purposes of providing technical assistance, delivering services to children and families, evaluating program quality, or any other program-related cause.

S. NUTRITION AND MEAL SERVICE:

The Provider agrees to enroll in the Child and Adult Care Food Program (“CACFP”) and to prepare and serve only meals and snacks which meet CACFP requirements. The Provider further agrees to work in close cooperation with the Early Head Start staff and Nutrition consultant in the areas of menu planning and meal service.

T. SERVICES PROVIDED BY AOK EARLY HEAD START:

AOK will provide the following:

1. A Child Development Specialist to consult with the Provider in implementing the Head Start/Early Head Start Performance Standards, coordinating training and providing assistance in program record keeping and monthly reports. Onsite technical assistance and Individual Professional Development planning based on Head Start/Early Head Start Performance Standards and evaluation instruments. Visits by the Child Development Specialist to support implementation of Head Start/Early Head Start Performance Standards and the curriculum, and to assess and monitor the progress. Visits will be announced and unannounced.
2. A Family Advocate to enroll children and families into the Early Head Start Program and to work with parents to address family goals and needs.
3. A Nurse Consultant and Mental Health Consultant to support a healthy and safe environment for children, families and staff, and to promote child health and development.
4. Training and support to bolster parent involvement and communication between Provider and AOK-EHS families.
5. Training and technical assistance to support high-quality programming.
6. Funds for Quality Enhancement, as described in N.5.
7. Compensation for child care services, as described in N.2 and N.3.

U. NOTICE

All notices and other communications shall be in writing and shall be delivered or sent by mail or courier (a) if to AOK addressed to it at All Our Kin, Inc., 414A Chapel Street, Suite 100, New Haven, CT 06511, Attention: Jessica Sager or (b) if to Provider, to it at the address provided in the first paragraph of this Agreement, or at



such other addresses as either party may have furnished to the other, in accordance with this paragraph, from time to time.

V. TOTAL AGREEMENT:

This Contract shall be amended or renewed only by mutual agreement of both parties. All amendments must be in writing and signed by the parties. This document supersedes all other agreements, oral and written, between the Provider and AOK. This Agreement is the total agreement between the parties and expresses the total understanding of the parties. Neither this Agreement nor any Amendment to this Agreement shall become effective until it is approved by AOK.

W. ASSIGNMENT:

The Provider shall not assign this Contract.

X. RECORD RETENTION:

All records and documents created by the Provider pursuant to or related to this Agreement shall be retained by the Provider for a period of five (5) years or until completion of any outstanding Federal and State audits and reviews.

PROVIDER

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date:

ALL OUR KIN, INC.—EARLY HEAD START

\_\_\_\_\_  
Jessica Sager, Executive Director

\_\_\_\_\_  
Date: