

# SAL Family and Community Services

1 Montgomery Drive, Suite #30  
Moline, IL 61265

Partners Together... Improving Lives

309.764.3724  
www.salfcs.org

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From: SAL Family and Community Services (SALFCS)  
Date: April 7, 2021  
Subject: Request for Proposal (RFP) for Early Head Start Child Care Partnership Contractor

SAL Family and Community Services (SALFCS) is offering Family Child Care Providers and Child Care Centers the opportunity to apply and participate in a proposal process to become a contractor for the newly awarded Early Head Start Child Care Partnerships Grant.

## About SAL

SAL Family and Community Services is a nonprofit organization based in Moline, IL. The agency was founded in 1970 as Skip-a-Long Daycare by a group called the "Concerned Citizens," who saw a need to establish quality care for children of families who could not afford the full cost of high quality early care and education programs in the Quad Cities. We currently work with children ages six weeks to 12 years old in five separate early care and education centers, we support families and adults by providing for immediate needs at our two crisis assistance centers, and we consult with and train child care professionals in centers and homes throughout the region to ensure our communities remain vibrant places for all who live here.

## About the contracting opportunity

The selected contractors will be expected to deliver quality early childhood and education services in safe and healthy environments that support children's growth and development. Contractors will also be required to attend meetings and trainings provided by SALFCS and complete no less than 40 hours of professional development per year. Contractors who are interested on this contract must be willing to allow coaching and monitoring visits from SALFCS staff and, when applicable, the Office of Head Start. Contractors will also be expected to implement SALFCS's policies and procedures, and complete any necessary improvements to program and/or environment in accordance with SALFCS's policies and procedures and contract requirements.

The selected contractors will be required to provide full working day-full year early childhood services for working families who receive child care subsidies (refer to the RFP for eligible ages of children). Through this option, the provider and SALFCS will work together to enroll children who qualify for both, Early Head Start and the Child Care Assistance Program (CCAP). Contractors will serve the families for 10 or more hours per day and 236 days per year.

## Screening, selection and contracting process

Based upon the responses received to this request, an interview may be requested before any final contractor selection. Evaluation and selection of the successful Contractor will be determined through the Procurement Standard evaluation and award process. Also, as part of the screening process, SALFCS may conduct visits to the Contractor's home/center and conduct a health and safety inspection to assess the needs of each interested contractor.



**Required RFP Documents**

Interested child care providers will need to complete an Application for Contract and submit copies of the Child Care license, the contractor's assistant's/teacher's educational degree/permits; immunizations; insurance and personnel roster with the proper clearances, and any other documents listed in the RFP as part of the response to this RFP. Additional documents will be requested if selected as a contractor.

Interested Contractors are invited to attend the information session:

**For Child Care Centers**

Date: Monday, April 12, 2021

Time: 1:00 PM

Virtually Via Zoom: <https://us02web.zoom.us/j/85105316720>

**For Family Child Care providers**

Date: Monday, April 12, 2021

Time: 6:00 PM

Virtually Via Zoom: <https://us02web.zoom.us/j/83473029331>

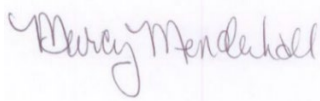
Your pdf response to this request should be emailed to [cvandaele@salfcs.org](mailto:cvandaele@salfcs.org) no later than 5:00 p.m. CST on April 20, 2021.

Chelsea VanDaele  
[cvandaele@salfcs.org](mailto:cvandaele@salfcs.org)

Any questions regarding this project or how to respond to this request can be directed only to Chelsea VanDaele in writing at the above email.

Thank you in advance for your time and effort in responding to this request.

Sincerely,



**Marcy Mendenhall**

*President & CEO*

SAL Family and Community Services

For additional information about the Early Head Start program visit:

SAL Family and Community Services: [www.salfcs.org/ehs](http://www.salfcs.org/ehs)

Office of Head Start: <https://eclkc.ohs.acf.hhs.gov/policy/im/acf-im-hs-15-03-attachment>



## **REQUEST FOR PROPOSAL**

### **Early Head Start Child Care Partnership (EHS CCP) Family Child Care Contract Partner**

## **SAL Family and Community Services**

*Partners Together... Improving Lives*

SAL Family and Community Services  
BridgePointe Building; 1 Montgomery Drive, Suite #30; Moline, IL 61265  
[www.salfcs.org](http://www.salfcs.org)

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## Overview

SAL Family and Community Services is seeking submissions from child care providers to contract with SALFCS to provide Early Head Start (EHS) early childhood services.

Contact Person: Chelsea VanDaele  
[cvandaele@salfcs.org](mailto:cvandaele@salfcs.org)

Date of Issue: April 7, 2021

Informational Meeting: April 12, 2021 at 6:00 pm CST via [Zoom](#)

Due Date: April 20, 2021 at 5:00 pm CST

Submit to: Chelsea VanDaele  
[cvandaele@salfcs.org](mailto:cvandaele@salfcs.org)

Board of Directors: Karla Steele (Chair), Kent Pilcher, Dan Daly, John Bauersfeld, Sonia Berg, Gerry Bustos, Patrick Hartmann, Dan McConaghy, Alfred Ramirez, Bill Stoermer, Leah White, and Jadiem Wilson

## General

1. Interested Contractors are encouraged to attend the Informational Meeting on Monday, April 12<sup>th</sup> at 6:00 PM via Zoom: <https://us02web.zoom.us/j/83473029331>.
2. All questions pertaining to the RFP must be in writing and received no later than Wednesday, April 13, 2021 at 5:00 pm (CT). Send questions via email, using the subject line *EHS CCP Partner RFP*, to Chelsea VanDaele at [cvandaele@salfcs.org](mailto:cvandaele@salfcs.org).
3. Any changes to the RFP or addenda will be posted no later than April 15, 2021, by 5:00 pm (CT) and will be posted on our website at: [www.salfcs.org/about-us/contract-opportunities](http://www.salfcs.org/about-us/contract-opportunities).
4. SAL Family and Community Services is not liable for any costs incurred by any interested organization, FCC Provider or agent thereof in connection with this RFP. Expenses incurred by interested contractors and its agents are the sole responsibility of the interested organization or FCC Provider and may not be billed or charged to the SAL Family and Community Services now or at any time in the future.
5. Please submit an electronic PDF copy of your proposal via email to Chelsea VanDaele at [cvandaele@salfcs.org](mailto:cvandaele@salfcs.org) no later than 5:00 pm (CT) on Tuesday, April 20, 2021.
6. All submitted proposals are binding until June 30, 2021.
7. All submitted proposals will be confidential and destroyed after award.

## RFP Purpose

SAL Family and Community Services (SALFCS) is seeking responses from qualified Family Child Care (FCC) providers to establish up to eight (8) Early Head Start Child Care Partnership (EHS CCP) contracts. The selected contractors will provide Early Head Start (EHS) early childhood services to children from birth – to four (4) years of age in their home child care program. To qualify for this contract, the FCC must be licensed by the State of Illinois to provide child care services and must be based in Rock Island, Henry, or Mercer counties in Illinois.



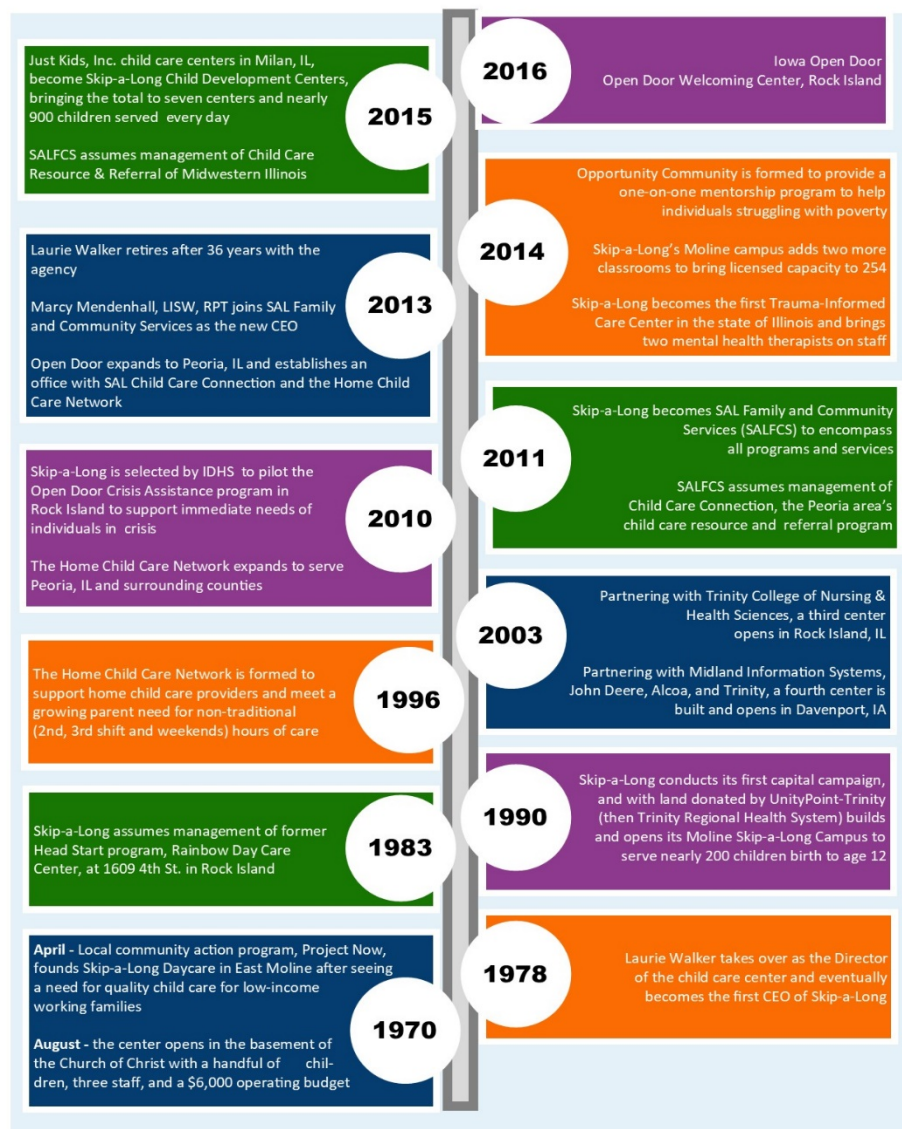
## SAL Family and Community Services: Company Overview

### *Mission:*

SAL Family and Community Services strengthens children, families, and individuals to build and enhance thriving communities.

### *History and Present State:*

SAL Family and Community Services is a 501(c)3 non-profit organization based out of Moline, IL and founded in 1970 as Skip-a-Long Day Care. It now manages five separate programs spanning thirteen counties through Western and Central Illinois along with Scott County in Iowa. Over 215 employees choose SALFCS to be their employer of choice that includes 190 full-time and 29 variable hour statuses. While there are many employees who have joined the organization within the most recent years as growth has occurred, it is not uncommon to find employees who have spanned their career of 30-plus years with SALFCS.



SAL Family and Community Services, 1 Montgomery Drive, Suite #30 Moline, IL 61265 [www.salfcs.org](http://www.salfcs.org)

## SAL Family and Community Services: Programs

SAL Family and Community Services (SALFCS) is the umbrella agency for five programs. SALFCS administration supports all SALFCS programs and includes Finance, Human Resources, Marketing, and Eligibility. The programs currently operated by SAL include:

- Skip-a-Long Child Development Services
  - Four child care centers offer high-quality early care and education services for children 6 weeks—12 years old in the Quad Cities, a bi-state metropolitan area in Western Illinois and Eastern Iowa.
- Home Child Care Network (HCCN)
  - HCCN is a support network that assists qualified in-home child care providers with professional and administrative support and training to support quality child care in Western and Central Illinois spanning 12 counties.
- Open Door Crisis Assistance/Welcoming Center
  - Open Door assists Illinois and Iowa residents in crisis by connecting them to resources such as food, clothing, finding a safe home, transportation, and other immediate crisis needs. Welcoming Center specifically provides assistance services to immigrant, refugee, and non-English speaking families and individuals.
- Child Care Resource and Referral (CCR&R)
  - CCR&R helps families by locating child care that is tailored to meet their needs and determining if they qualify for the Child Care Assistance Program (CCAP). CCR&R also works with child care providers by providing training and consultation services, advocating for child care providers and families, and recruiting additional child care providers.
  - There are two CCR&R programs under the SALFCS umbrella: Child Care Resource and Referral of Midwestern Illinois (SDA 7) and SAL Child Care Connection (SDA 8) which serve 16 counties in Illinois.

And, under a new award from the Office of Head Start, SALFCS now also operates an Early Head Start Child Care Partnership program!



## Scope of Work

SAL Family and Community Services (SALFCS) seeks to establish up to eight (8) contracts with qualified Family Child Care Providers. Providers must currently participate or become a Home Child Care Network (HCCN) provider. The selected contractors will provide Early Head Start Child Care Partnership (EHS-CCP) services to children in Rock Island, Henry, and Mercer counties in Illinois. Contractors will provide high quality, early childhood services to a contracted number of children (contracted slots), agreeing to follow SALFCS's policies and procedures, State Licensing and any other rules and regulations applicable to home child care providers, while receiving support from SALFCS. Providers must be licensed with the state of Illinois and demonstrate willingness to continually increase the quality of the services provided. SALFCS is looking to contract 4-8 slots per Family Child Care provider. The number of contracted slots will be determined based upon award of the contract and will be based on the number of children under four years of age served or spaces available to fill with children of such ages by the potential contractor.

### **About the Early Head Start Child Care Partnership Program**

The EHS-CCP program represents a unique opportunity to leverage and maximize resources utilizing multiple funding sources to enhance the early care and education capacity of child care partners and improve outcomes for infants and toddlers far beyond the scope of those enrolled in the program. Grantees will utilize EHS-CCP funds to partner with local child care centers and family child care homes. Partnership funds will enhance existing budgets that include the Child Care Assistance Program (CCAP) funds and/or other existing child care funding.

### **Partnership Agreements**

A key provision of this grant is the partner relationship between the EHS grantee and its child care partners. EHS-CCP grantees partner with child care programs to provide resources and support the delivery of comprehensive services, including enhanced quality learning environments that benefit other children and families sharing the child care setting. To accomplish this, grantees must work closely with their child care partners to develop and enter into written partnership agreements which detail the programmatic and fiscal relationship between the grantee and each child care partner. Mutually beneficial partnership agreements are a critical component of the EHS-CCP. (<https://eclkc.ohs.acf.hhs.gov/policy/im/acf-im-hs-15-03-attachment>)

The selected Family Child Care provider will become a EHS CCP Contractor, who will work together with SALFCS to provide the scope of services of the *SALFCS Early Head Start Child Care Partnership - Family Child Care Contract* which is guided by the Head Start Program Performance Standards, the Head Start Act, and the State of Illinois Licensing requirements. A full contract will be negotiated with partners that pass the screening and procurement procedures and meet the Independent Contractor requirements. The EHS CCP Contractor will deliver the early childhood and education services; ensure healthy, safe environments; and support the planning

of comprehensive services for children. SALFCS will deliver all other services, conduct the eligibility and enrollment, and will coach and monitor the Contractor for quality and compliance. The EHS CCP Contractor will be supported by and have access to several key SALFCS Support Personnel in order to provide quality services. SALFCS Support Personnel include: a Child Development Specialist, who will ensure the provision of quality services by conducting regular visits, both announced and unannounced; a Family Advocate, who will deliver family services such as family engagement, complete enrollment, and provide parent education; Eligibility Specialist who will determine eligibility for the EHS CCP program; Health and Nutrition Services manager and LPN who will provide health, oral health, safety, and nutrition services and training; and a Mental Health/Disabilities Manager who will provide mental health and social emotional well-being services to children, training and support on trauma informed care to the contractor and its staff.

**The selected Contractor must agree to the term and conditions included on the SALFCS's *Early Head Start Child Care Partnership - Family Child Care Contract*. A draft contract is attached to this RFP for reference and informational purposes. Proposers are advised this is a DRAFT contract and subject to change prior to contract adoption and execution.**

**All EHS CCP Contractors will be required to agree to following:**

1. Participate in Skip-a-Long's Home Child Care Network (HCCN) and abide by HCCN Contract (Attachment 1). This is a DRAFT contract and subject to change prior to contract adoption and execution.
2. Abide with the policies and contractual requirements set forth by SALFCS.
3. Abide by the child care licensing rules and regulations.
4. Provide the hours and days of service as stipulated in the contract.
5. Comply with the requirements set forth by the CCAP and/or any other subsidy program.
6. Agree to reserve a number of slots the home child care setting. Such number will be negotiated at the time the agency offers the provider a contract.
7. Ensure compliance with adult-child ratios and group sizes as required by the SALFCS contract or the Child Care Licensing requirements - whichever requirements are more stringent, at all times and; provide additional staffing to ensure ratios are maintained throughout the full-working day while minimizing the number of transitions and maximizing the consistency and stability of relationships for very young children.
8. Conduct the ongoing assessment and developmental screens on all children in accordance with SALFCS timelines. Use the screening and assessment results to individualize the instruction and learning for each child.
9. Communicate and submit to SALFCS referrals for children who may benefit for further evaluations and assessments. This includes children whose developmental screens may indicate the need for further assessment and/or children whose parents have communicated a possible developmental or behavioral concern.
10. Implement the selected evidence-based curriculum that is developmentally appropriate for children, as well as implement activities that support SALFCS' School Readiness Goals and Objectives to meet the educational requirements outlined on the SALFCS contract.

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11. Engage parents in the full range of child development services and provide opportunities for parents to observe and/or participate in their child's development and educational activities.
12. Participate in the Parent-Teacher Conferences, parent meetings, multi-disciplinary team meetings and, home visits as applicable.
13. Provide meals and snacks that meet the USDA/CACFP requirements and meal patterns.
14. Not dis-enroll any child and not suspend or expel children.
15. Not to charge parents any fees except for those allowed by the CCAP or other subsidy programs.
16. Implement confidentiality policies and procedures that meet or exceed HIPAA, IDEA, FERPA as applicable and ensure the personal identifiable information (PII) of children and families is protected at all times.
17. Work with the SALFCS team assigned to the contractor to plan comprehensive services for the child and the family which include child and family health, nutrition, family services, disabilities, mental health and parent involvement on all aspects of the program.
18. Participate on the professional development opportunities and the coaching sessions provided by SALFCS.
19. Follow Standards of Conduct and the Positive Behavior and Support Policies and Procedures.
20. Additional requirements as written in the *Early Head Start Child Care Partnership - Family Child Care Contract* (Attachment 2). This is a DRAFT contract and subject to change prior to contract adoption and execution.

**SALFCS will support the Contractor through the following:**

1. Provide one-time funding for start-up of program. Start-up funding will cover the costs for:
  - a. Incidental renovations to prepare for infants and toddlers (may include minor renovations of spaces used by children, both indoor and outdoor, small refrigerator, paint, flooring, replacement of furniture and supplies, storage, and other minor updates and repairs, etc)
  - b. Outdoor play structure (such as mobile climbers, steps, and tunnels)
  - c. Learning materials to align with Creative Curriculum areas (furniture, manipulatives, drama items, and other classroom items)
  - d. Curriculum and Assessment Tools (Creative Curriculum, Ages and Stages Questionnaire, and Teaching Strategies Gold)
  - e. iPad pro
  - f. Personal Protection Equipment (PPE)
2. Provide monthly payment to EHS CCP contract partner according to the following schedule:

<b>Provider Education Level</b>	<b>Contracted Payment per Child per Month</b>
CDA	\$650
AA	\$675
BA	\$700

Payments will be made using the highest qualification obtained by the Contractor at the time of contract execution. In the event a Provider increases qualifications while the contract is in place, SALFCS will adjust reimbursement the following month after documentation showing the degree obtained is received by SALFCS.

3. Ongoing purchase and delivery of consumable supplies, such as: diapers, wipes, gloves, lining paper, and infant formula.
4. Provide required EHS CCP trainings as well as training on assessment tools, curricula, etc.
5. Provide funding for the provider to complete courses to obtain their CDA, or if provider already has a CDA, for their assistant.
6. Conduct the Eligibility process and determine the eligibility for EHS CCP children, including recruitment and enrollment.

7. Provide all screening and assessment tools, curriculum, and reporting forms and templates.
8. Provide training, coaching and support through SALFCS support personnel:
  - a. Family Advocate – conducts Family Engagement in all aspects of the program, including parent committee meetings and policy council election, parent education, and assisting with recruitment and enrollment.
  - b. Child Development Specialist – conducts regular monitoring visits (both announced and unannounced) to ensure the provision of quality services. The CDS verifies compliance with SALFCS’ policies and procedures; facilitates communication between SALFCS staff, Contractor staff, and Families; provides recommendations for technical assistance and support in developing relationships; and monitors for health and safety environments.
  - c. Mentor/Coach – provides coaching to teaching staff using PBC model, tiered approach (Tier 1 – general; Tier 2 – request, Tier 3 – intensive coaching).
  - d. Health and Nutrition Manager – Provides technical assistance and training to staff on health, safety, and nutrition practices, policies and procedures.
  - e. LPN – provides training and tracking of exams, immunizations, and treatment; monitoring health and safety and implementation of diapering, cleaning, policies and procedures; monitors children height/weight measurements and assists in developing plans for children outside the typical ranges.
  - f. Eligibility Specialist – Conducts Eligibility for EHS families; recruits and schedules enrollment meetings with families.
  - g. Mental Health/Disabilities Manager – Mental Health Therapist qualified; provides training and support on trauma-informed care; provides services to children with atypical behaviors; refers families to community partners; leads coordinated meetings to review child/family concerns and coordinates plans for service.
  - h. Driver – will deliver health, education, nutrition, safety, and family services supplies to partner sites as needed.
9. Additional requirements as written in the *Early Head Start Child Care Partnership - Family Child Care Contract* (Attachment 2).

## Proposed Schedule for the RFP

Contracted EHS CCP services are to begin immediately upon entering into the contract. Below is a proposed timeline of the RFP process, contractor selection, and program start-up:

### **\*RFP Process and Contractor Selection**

April 7: Release RFP for EHS CCP HCCN Contractors

April 12: Informational Meeting

April 20: Proposals due

April 20 - 26: Review of the submitted proposals

April 26 - 29: Visits to potential contractors and Health & Safety screenings

April 30: Selection of candidate

May 5: Sign EHS CCP Contract (& HCCN Contract if applicable)

May 10: Contractor training begins



## Evaluation Process and Criteria

The RFP will be posted and available to all providers who have relevant experience. When making the decision to offer contracts, SAL will assess the following:

- Responsiveness and completeness of the response provided to the RFP
- Experience and qualifications of provider and its staff.
- Demonstrated, as written, openness to learn and implement best practices as defined by SALFCS and the Statement of Work included on the draft Contract (willingness to change and commitment to continuous quality improvement).
- Openness to communicate effectively and on an ongoing basis with SALFCS.
- Past and current licensing status and/or infractions.

## Selection Process

SAL Family and Community Services CEO and staff will review and evaluate the application and written responses to the RFP.

SAL Family and Community Services CEO and staff will evaluate, check references, make the final decision, and enter into contract negotiations with the successful provider. If these negotiations fail, SALFCS will proceed with contract negotiations with the provider with the next qualifying scores, and so on. Unsuccessful respondents will be notified as soon as possible.

SALFCS is under no obligation to make a selection under this RFP, and it reserves the right to make any selection it chooses. SALFCS reserves the right to reject any and all submissions at its sole discretion, accept a proposal based on considerations other than cost, and waive or modify any provision of this RFP.

## Submissions

Interested contractors must complete and submit the required information listed below.

Submit a pdf copy of the required information via email no later than 5:00 pm (CT), Tuesday, April 20, 2021, to:

Chelsea VanDaele  
[cvandaele@salfcs.org](mailto:cvandaele@salfcs.org)

Late submissions will not be accepted. Proposals will not be opened in public, and proposal information will be kept confidential until an award is made. An acknowledgement will be sent for each proposal received.

## Required Information

The following must be completed and included in your submission.

- 1) *Family Child Care Application for EHS CCP Contract (Exhibit A)*
  - 2) Written responses to the following questions:
    - Please provide an overview of your child care experience, focusing primarily on expertise with children under 4 years of age.
    - Why do you want to provide Early Head Start service in your program?
    - Describe how you will work with SALFCS to manage the EHS CCP Contract. Who will be the liaison and/or expert on your team?
    - Describe your process to recruit and retain children and families for enrollment.
    - Describe your work with children and families living and working in poverty. Do you have any concerns or anticipate any challenges in working with children and families who live in extreme poverty or those who are facing many social and economic challenges?
    - What strengths would you bring to the program? Why should you be selected?
    - Professional development will be required and supported by SALFCS. How will this impact you?
    - Any other relevant information the review panel should consider?
  - 3) Attachments\*
    - Two (2) Letters of Recommendation (cannot be current SALFCS staff) which must include:
      - Name, address, phone number, and email
      - Services provided and length of service
      - Wet signature of person providing letter of recommendation
    - Illinois DCFS Child Care License
    - Personnel roster with the proper clearances for each staff working and approved by licensing to be on the premises.
    - Provider's and assistant's education degree/permits
    - Most recent child care provider immunizations
    - Current child care insurance policy
    - Licensing Visit Reports for the last 3 years
    - Tax Returns – state and federal (1st and 2nd pages)
- \*Additional documents will be requested if selected as Contractor.*

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**(EXHIBIT A)**  
**Family Child Care Application for EHS CCP Contract**

<b>CONTRACTOR INFORMATION</b>		
Name (Last, First, M):	Date:	
Name of Family Child Care program:		
Street Address:		
City, State, Zip Code:		
Work/Home Phone:		
Cell Phone:	E-mail Address:	
List all staff who are associated with the facility. For FCC this also includes all residents 18 years of age and older. Attach additional sheets if necessary		
Last Name	First Name	Resident or Staff?
Which of the following contracts do you currently have in place? (check all that apply and include the agency name):		
HCCN	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Head Start/Early Head Start <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Agency Name:		
Food Program <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Agency Name:		
Other Child Care Subsidy <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Agency Name:		

EDUCATION (APPLICABLE TO THE OWNER/DIRECTOR/PROVIDER)	
Do you have a High School diploma or GED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have a CDA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have a college degree?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, type of Degree and Major:	<input type="checkbox"/> AA _____ <input type="checkbox"/> BA _____ <input type="checkbox"/> MA _____
How many College Credits do you have in Early Childhood Development?	

What is your current ExceleRate Level?

☐ GOLD ☐ SILVER ☐ BRONZE ☐ LICENSED

How many hours of child development training have you completed this year? \_\_\_\_\_

### CHILD CARE PROGRAM

Family Child Care Home License Number: \_\_\_\_\_

Year Issued: \_\_\_\_\_

Number of Visits from Licensing in the past 3 years: \_\_\_\_\_

Any violations received in the last three years? ☐ Yes ☐ No

If yes, what type of violations and how many?

Has your license ever been revoked, suspended or place on probationary status? ☐ Yes ☐ No

If yes, when and why:

Do you have any assistants? ☐ Yes ☐ No If yes, how many? \_\_\_\_\_

*(Assistants are defined as adults, 18 years or older and work under the supervision of a qualified provider)*

Hours of operation:

Days of operation: ☐ M ☐ T ☐ W ☐ Th ☐ F ☐ S ☐ S  
(please note: EHS services can only be provided Monday-Friday)

Ages and number of children, by age, currently served:

Infants? ☐ Yes ☐ No If yes, how many children under 14 months do you currently serve? \_\_\_\_\_

Toddlers? ☐ Yes ☐ No If yes, how many children 15 month – 23 months do you currently serve? \_\_\_\_\_

2 year olds? ☐ Yes ☐ No If yes, how many children 2-3 years do you currently serve? \_\_\_\_\_

3 year olds? ☐ Yes ☐ No If yes, how many children 3- 4 years do you currently serve? \_\_\_\_\_

Preschool? ☐ Yes ☐ No If yes, how many children 4-5 years do you currently serve? \_\_\_\_\_

Of the children listed under 5 years of age, how many currently receive CCAP: \_\_\_\_\_

If you do not currently serving infant and toddlers, are you interested in expanding your program to include infant, toddler, and two year olds? ☐ Yes ☐ No

Do you have professional liability insurance? ☐ Yes ☐ No

If yes, name of insurance company:

Are there any pending lawsuits, investigations or claims against you, any of your staff or your facility?

☐ Yes ☐ No If yes, Please attach a sheet with an explanation.

## Disclaimer and Signature

I certify that all information provided above is accurate and complete.

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

I understand that, if selected as a Contractor for EHS CCP, my name, phone number and address will be provided to families eligible for the Early Head Start program. I also acknowledge that my signature indicates my agreement with this practice.

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

I understand that completing this application and providing my business information to SALFCS does not guarantee that I will be selected to participate and does not constitute a contract. I further understand and agree that by providing the information hereby contained, I am consenting to visits by SALFCS and its representatives. Such visits are for the purpose of screening the environments (indoor and outdoor) I use to provide care to children. Furthermore, I also understand that if selected as a Contractor, a contract will be executed between SALFCS and myself prior to rendering any services to children and families.

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

**ATTACHMENT 1:**  
**Home Child Care Network Contract**





SAL Family and  
Community Services

Partners Together... Improving Lives

**FAMILY CHILD CARE PROVIDER CONTRACT**  
**BETWEEN**  
**THE HOME CHILD CARE NETWORK/SAL FAMILY AND COMMUNITY SERVICES**  
**&**

\_\_\_\_\_  
Name of Provider

Contract Term: \_\_\_\_\_ to \_\_\_\_\_

THIS AGREEMENT made and entered into as of (date) \_\_\_\_\_ by the Home Child Care Network, hereto referred to as **HCCN**, a division of SAL Family and Community Services, hereto referred to as **SALFCS**, and (provider name) \_\_\_\_\_, the Home Child Care Provider, hereto referred to as **Provider**, **will be a relationship defined as such of an independent contractor**. The Agreement is not intended to create an employment relationship. The term of this contract is for timeframe listed above and will be renegotiated annually.

THIS CONTRACT IS CREATED IN ACCORDANCE WITH THE STANDARDS SET BY THE ILLINOIS DEPARTMENT OF HUMAN SERVICES AND DEPARTMENT OF CHILDREN AND FAMILY SERVICES FOR WHICH THE PROVIDER WILL FOLLOW THESE STANDARDS AND THE ADDITIONAL STANDARDS SET BELOW.

**BACKGROUND**

The HCCN program was created to support licensed Family Child Care on an individualized basis who are serving children Birth-age 12. Through the contracted services HCCN program assists Illinois Department of Human Services (**IDHS**) Child Care Assistance Program (**CCAP**) eligible families and licensed in-home child care providers. The purpose is to offer non-traditional hours to supporting working families in home learning and care environments. Our professional staff work diligently to help families who are IDHS CCAP eligible to find high-quality in-home child care options. The HCCN Coordinators provide one-on-one assistance to each provider in HCCN to help them offer the highest quality of care to the children they serve.

The Provider agrees to all of the following points of care and policy, without exception (please note the below is not an all-inclusive list):

## 1. PROVIDE HIGH QUALITY CHILD CARE

### **COMPLIANCE STANDARDS**

#### **Provider agrees to:**

1. Maintain an active and in good standing Department of Child and Family Services (**DCFS**) home child care license that is representative of the children in their care. Below are examples and it is not an exhaustive list.
  - Ensure the ages of children in care and daily hours of operation are in compliance with DCFS, licensing standards. Currently, the daily hours of operation must not exceed 18 hours per day
  - Post current menus and DCFS license in area of child care home so that these documents are both visible and accessible to parents, HCCN staff, and visitors
2. Provide care to children determined to be IDHS-eligible by SALFCS Eligibility Department. The provision of care shall be at the provider's discretion and upon approval of the parent/guardian. The provider must not discriminate in accordance with federal and state regulations.
3. Permit announced and unannounced home visits and/or observations by HCCN employees, funders, and other individuals approved by HCCN or SALFCS. Such visits will occur at least monthly. Providers must engage and participate in monthly home visits from the HCCN coordinator. In the event this visit does not occur, see **TERMINATION SECTION 12**
4. Before enrollment in the HCCN program, and each time the Provider personal contract is updated, the Provider shall provide HCCN with the child care home's **most current** personal contract including the annual schedule of days open and closed and the daily hours of operation.

### **CHILD ELIGIBILITY**

#### **Provider agrees to:**

1. Providers have the option to accept children from payment sources other than SALFCS IDHS-eligible determined payment. Examples of other payment sources include full fee/private pay, Child Care Resource & Referral CCAP payment, DCFS, etc.
2. Ensure that all official IDHS Child Care Assistance Program (CCAP) paperwork is completed and signed by the parent/guardian.
3. Provide care for a child, as reasonable, during parent/guardian's employment or school hours as determined by SALFCS's Eligibility Department and approved by IDHS.
4. Notify SALFCS's Eligibility Department on your monthly attendance form of any change (increase, decrease, drops and terminations, etc.) in the number of days of care or any other potential eligibility changes of IDHS-eligible families. Provider reimbursement or payment may be impacted by eligibility changes.

### **CHILD GUIDANCE, CARE, AND EDUCATION NEEDS**

#### **Provider agrees to:**

Ensure the developmental needs of all children being cared for are being met:

1. Interact with children by providing age-appropriate and developmentally enhancing activities throughout the day.
2. Provide a structured environment meeting the developmental and emotional needs of all age groups of children cared for.
3. Provide services that are developmentally appropriate, culturally sensitive, and consistent with each child's individual needs.

4. Provide and utilize toys, play equipment and curriculum suitable to the developmental stages of the children being cared for within the child care home.

### **PROFESSIONAL ACTIVITIES**

#### **Provider agrees to:**

1. Ensure all assistants and volunteers working in the child care home have DCFS approval before beginning work.
2. Meet all required CCAP requirements regarding professional development and/or trainings. Provide HCCN with email verification of CCAP requirements and Professional Development Record (PDR) from your Gateways Registry.
3. Present the DCFS required log of hours out of the home during childcare hours to the HCCN Coordinator during monthly visits, upon request.
4. Allow HCCN to distribute the Provider's contact information to the community.
5. Consider offering nontraditional care hours.

## **2. ATTENDANCE AND IDHS ENROLLMENT REQUIREMENTS**

#### **Provider agrees to:**

1. Enroll IDHS-eligible children when available and at least 25% of their licensed capacity slots, per shift.
2. **NOT charge any family more than the co-pay in accordance with IDHS policies per approved child care schedule. If the Provider is found in violation of this provision, HCCN will immediately terminate its relationship with the Provider.**
3. Collect applicable co-pays.
4. Acknowledge that, when caring for children prior to official approval by the SALFCS's Eligibility Department, reimbursement for childcare services is not guaranteed.
5. Complete capacity checks within 3 business days when requested by HCCN.
6. Use the carbon copy sign-in and sign-out sheets provided by SALFCS/HCCN unless director's prior approval has been obtained.
7. Parent/guardian should sign the children in and out daily attendance. Improper or fraudulent use of the sign in/sign out sheets could be grounds for **TERMINATION (Section 12 of the HCCN contract with the Provider)**.
8. Make reasonable efforts to contact a parent when a child's absence is unexplained for 24 hours. Reasonable effort may be in the form of, but not limited to, documented phone calls and/or messages left and/or certified letters to parent's last known address.
9. Understand that, in the event that the child drops unexpectedly with no notice to the Provider, SALFCS and/or IDHS are not responsible for paying the Provider for any termination notice required per the Provider's personal contract.
10. Notify your HCCN staff of a program closure for any reason (*e.g.*, sick, vacation, etc.) within 24 hours of the time of closure.

## **3. LICENSING**

#### **Provider agrees to:**

1. Provide a copy of their license to HCCN upon (a) entering into this agreement, (b) anytime a change has been made to the license, (c) when renewed and (d) upon HCCN's request
2. Notify HCCN, in writing, of any DCFS pending investigation regarding all children in the home under the providers care within no more than 24 hours of learning of the pending investigation.

If not notified with-in the required time frame, **HCCN will immediately TERMINATE contract with the Provider.**

#### 4. CHILD WELFARE

**Provider agrees to:**

1. Release a child only to an authorized individual designated in writing by parent/guardian.
2. Notify the HCCN Coordinator by phone or email about:
  - a. any potentially serious occurrences/emergencies involving IDHS-eligible children within 4 hours of the incident.
  - b. any serious health issues involving IDHS-eligible children within 4 hours of the incident.
  - c. any child abuse/neglect investigations involving IDHS-eligible children and follow mandated reporting requirements within 4 hours of the incident.
3. Document in writing, **(scan, fax, email, or letter)** detailing all issues or potential issues, as listed above in 4(2)(a)-(c). Written documentation must be submitted to the HCCN Coordinator within two (2) business days of learning of the issue or potential issue.
4. Participate in the Illinois State Board of Education (ISBE) Child and Adult Care Food Program (CACFP) and prepare and serve meals and/or snacks according to DCFS and CACFP guidelines or, if applicable, complete a waiver from the HCCN Director.
5. Acknowledge that SALFCS will not be liable for damages caused by any enrolled child or be held responsible for injuries caused to the child(ren) and/or family of the Provider.

#### 5. DOCUMENTATION AND PROFESSIONAL OBLIGATIONS

**Provider agrees to:**

1. ***Provide the following insurance documents or certificates to SALFCS:***

Licensed Home: Homeowners - Rental Requirements/Child Care Insurance - \$500,000 Liability Minimum Provided by a Daycare Rider or Commercial General Liability and \$1,000 Medical Expense Minimum.

***SALFCS shall be named as an Additional Insured when the Provider has eight or more children in care at one time.*** Certificates of insurance must be provided to SALFCS on or before expiration of policy.

Does Provider transport children at any time (e.g., to field trips, to/from school, to store, etc.):  
☐ YES ☐ NO

Provider's initials certifying: \_\_\_\_\_

If yes, the Provider must provide documentation verifying the following coverage and may be required to classify automobile coverage indicating business use (please seek advice from your insurance carrier):

Automobile Requirements

❖ \$300,000/\$300,000	Liability
❖ \$5,000	Medical Expense
❖ \$250,000/\$300,000	Underinsured Motorist
❖ \$250,000/\$300,000	Uninsured Motorist

2. If the Provider is transporting children at any time, the Provider shall notify SALFCS, in writing, of any and all moving violations within five (5) business days of the violation.
3. SALFCS shall be held harmless against any and all liability, loss, damage, cost, or expense resulting from wrongful or negligent acts of the Provider.

4. Prior to enrollment in the HCCN program, inform HCCN Coordinators and/or enrolling staff of prior employment and/or any other affiliation with Skip-a-Long Child Development Services, HCCN, and/or SALFCS.
5. Arrange for direct deposit to receive payment from IDHS.
6. Provide SALFCS with a completed W-9 tax form on an annual basis, and evidence of First Aid and CPR Certification with each contract renewal.
7. Provide accurate signed and dated attendance forms and sign in/sign out sheets for *all* IDHS-eligible children to SALFCS's Eligibility Department by the second day of each month following services provided, unless requested earlier. All forms must be completed in blue or black ink. Parents or authorized guardians must have easy daily access to sign in/sign out sheets.
8. Report non-compliance of parent signatures to HCCN. **Providers may not interfere in any way with a parent or guardian's ability to complete the sign in/sign out sheets. This includes, but is not limited to: entering the times on behalf of the parent or guardian, signing the parent or guardian's name or initials, or directing the parent or guardian to write in times other than what has actually occurred. Interference with the sign in/sign out sheets is grounds for immediate termination and non-payment.** Failure to return current attendance and sign in/sign out sheets may result in termination of contract and non-payment.
9. Maintain organized records, including signed attendance and daily sign in/sign out sheets for each IDHS-eligible child as required by IDHS. Deliver by mail, fax, scan, or in person monthly on or before the **second day of each month** to the HCCN Billing Department.
10. Any documents, data, and/or reporting thought to be fraudulent will immediately be investigated. If found to be fraudulent, **HCCN will immediately terminate its relationship with the Provider.**
11. Store all documents for a minimum of six (6) years.
12. Return any and all supplies and equipment loaned to the Provider by SALFCS/HCCN within ten (10) business days of no longer being an HCCN Provider as requested by SALFCS/HCCN.
13. Understand that, as an independent contractor, the Provider is not entitled to any benefits granted to employees of SALFCS under its personnel policies. **Providers shall be responsible for reporting and paying federal and state income taxes, as well as Social Security and Medicare taxes as applicable.**
14. Acknowledge that this contract may be amended at any time by agreement of the parties.
15. GRIEVANCE PROCESS
  - a. Understand complaint and grievance procedures as discussed below:
    1. **Tier one complaints: Parent complaints**
      - Parent/coordinator completes the 'Parent Complaint Form' and submits to SALFCS and/or HCCN
      - SALFCS and/or HCCN sends a summary of the parent complaint, with parent approval, to Provider
      - Provider signs receipt of parent complaint and addresses concerns raised with parent and SALFCS and/or HCCN within 14 calendar days of receipt of complaint summary
      - Provider sends, via email, scan or fax, a summary of corrective actions to SALFCS and/or HCCN within 30 calendar days of receipt of parent complaint
      - SALFCS and/or HCCN follow up with parent to ensure satisfaction
      - If complaint is within the realm of a Tier Three complaint, discussed below, Tier Three procedures will be followed

- If the Provider receives three (3) parent complaints, in good faith, within a single contract year, the contract is subject to termination
- Failure to comply with this procedure will result in termination of contract

## 2. Tier two complaints: Contract violations

- SALFCS and/or HCCN will identify contract compliance and contract violation issues
- SALFCS and/or HCCN will deliver to the Provider for signature, a summary of the contract compliance and/or contract violation at issue within 10 business days.
- Provider signs receipt of summary of contract compliance and/or contract violation at issue within 10 business days.
- Within 14 calendar days of receipt of summary of contract compliance and/or contract violation at issue, the Provider will fulfill a corrective action plan by providing documentation of corrective action and/or request of extension in order to move into compliance
- Provider will sign receipt of summary of decision within 5 calendar days.
- SALFCS and/or HCCN will determine severity of contract compliance and/or contract violation at issue as to warrant termination of contract
- If the Provider has two or more contract compliance and/or contract violations within a contract year, the contract is subject to termination
- Failure to comply with this procedure will result in termination of contract

## 3. Tier three complaints: Child abuse/neglect cases

- If SALFCS and/or HCCN is notified of an open child abuse or neglect case against a Provider, the contract could be suspended pending the investigation, notification will be made to all current parents by Provider, and all new enrollments will be suspended.
- If the Provider is founded on child abuse or neglect cases, the HCCN contract with the Provider will be terminated immediately

## 6. TRAINING AND COMMUNICATION

### Provider agrees to:

1. Obtain a minimum of 15 required clock hours of training established by DCFS licensing standards. Providers will have access to a minimum of 10 clock hours of training through HCCN per year. In addition, they may also complete training/workshops from other sources.
2. Attend a yearly HCCN Mandatory Contract Compliance training on the details of this contract, as well as the details and processes of the State of Illinois IDHS-eligibility documents.
3. Identify professional development and/or program related goals pertaining to Continuous Quality Improvement Plan (CQIP), best practice, and moving along the continuum to ExceleRate.
4. Accept assistance/direction from HCCN in meeting the physical and developmental needs of IDHS-eligible children.
5. Assist families in finding alternative care through the Home Child Care Network, in the event of closure to your child care program.

## 7. ENROLLMENT

### SALFCS and/or HCCN agree to:

1. Reimburse the cost of care for the IDHS-eligible children at the rate charged by the Provider provided the Provider's rate ***does not exceed the IDHS-licensed rates as provided in Payment and Provider Rates Section 11.***

2. Record actual days of attendance for all IDHS-eligible children in the HCCN. Provider will be paid based upon the determined eligible days unless the attendance percentage for the entire county falls below IDHS's requirement (refer to: IDHS CCAP attendance policy for percentage of children attending and reimbursement during the current month), or unless the parent's approved childcare schedule varies, as communicated to the parent and the Provider, by the SALFCS's Eligibility Department, then SALFCS shall issue payment only for days actually attended.
3. Monitors delinquent parent accounts and keep information on file.
4. Manage IDHS cases by approving, denying, or cancelling in accordance with IDHS policies and procedures.
5. **NOT** reimburse for IDHS-eligible children not officially approved by the SALFCS Eligibility Department. Approval is only considered official if it is written.
6. Audit randomly for compliance with ratios in the home, sign in/sign out sheets and other contract obligations.

## **8. PROGRAM**

### **SALFCS and/or HCCN agree to:**

1. Loan developmentally enhancing materials, supplies and curriculum to childcare homes.
2. Assist Providers in obtaining information about the ISBE Child and Adult Care Food Program, community resources and other benefits to improve operations.
3. Provide guidance for quality enhancing child care.
4. Enhance the program with Preschool for All activities, special events and trainings (PFA homes only).
5. Maintain inventory lists for Preschool for All and HCCN property.

## **9. POLICIES/TRAINING**

### **SALFCS and/or HCCN agree to:**

1. Provide a minimum of 10 clock hours of required and ongoing professional development training (i.e., First Aid, CPR, discipline, special needs, and current daycare trends, etc.).
2. Provide guidance and policies regarding health and development (i.e., provide dates and locations for developmental screenings, hearing testing, etc.).
3. Hold quarterly networking events.

## **10. QUALITY**

### **SALFCS and/or HCCN agree to:**

1. Initiate the Home Accreditation NAFCC/ExceleRate processes.
2. Identify professional development opportunities and/or program related goals pertaining to quality enhancements, best practices, and advancement in ExceleRate.
3. Introduce Providers to information regarding Great Start Stipends and CCR&R (Child Care Resource and Referral) Quality Counts Grants.
4. Develop and distribute parent and provider surveys.
5. Conduct home visits monthly virtual and/or in person. *Monthly home visits will be announced and unannounced. The Provider's compliance with contract policies and procedures will be assessed during these visits. HCCN will provide feedback to the Provider upon request.*



## 11. PAYMENT AND PROVIDER RATES

### **SALFCS and/or HCCN agree to:**

Reimburse the Provider at the reimbursement rates as of January 1, 2021.

1. The rates below are for the maximum allowable charges for an IDHS child. **The IDHS contract regulations allow for the Provider's rates to be *equal to or greater than* these rates for your private non-subsidized children.**
2. Please note: Parent co-pays are subtracted from the IDHS total monthly payment. As provided in Section 2(c), Providers are responsible for collecting all parent co-pays.
3. Full-time denotes care equal to or greater than 5 hours per day. Part-time denotes care less than 5 hours per day.

### **LICENSED RATES**

Counties: McLean, Peoria, Rock Island, Tazewell, Woodford

#### Full-time/Part-time

\$ 37.02/\$18.51	Under 2
\$ 40.02/\$21.51	Under 2 Extended Hours
\$ 34.41/\$17.21	Age 2
\$ 36.41/\$19.21	Age 2 Extended Hours
\$ 31.58/\$15.79	Age 3 and Older
\$ 33.58/\$17.79	Age 3 and Older Extended Hours

### **LICENSED RATES**

Counties: Henry, Knox, Stark, Bureau, Mercer

#### Full-time/Part-time

\$ 34.46/\$17.23	Under 2
\$ 37.46/\$2.023	Under 2 Extended Hours
\$ 31.96/\$15.98	Age 2
\$ 33.96/\$17.98	Age 2 Extended Hours
\$ 29.27/\$14.64	Age 3 and Older
\$ 31.27/\$16.64	Age 3 and Older Extended Hours

4. Net amount will be paid to the Provider by SALFCS no later than the fifteenth of the month following the provision of childcare, pending the Illinois state budget and contract with IDHS and the receipt of all completed paperwork from the Provider **by the second day of the month.** (SALFCS will be reimbursed by the State of Illinois IDHS for this payment).
5. To receive payment at the above rates, we require certification from the Provider that his or her rates to non-subsidized children **are not less than** the above amounts. In order for HCCN to obtain and/or update this information, there is a certification page or Appendix A of this contract and complete all areas of information.

## 12. TERMINATION

1. This agreement may be terminated, in whole, by either party for any or no reason upon thirty (30) days' prior written notice to the other party. SALFCS/HCCN has the right to terminate this contract for any reason. If termination is initiated by Provider, Provider must include the reasons for such termination and the effective date of termination. This contract may be terminated, in whole, by SALFCS and/or HCCN without advance notice under the following conditions and not limited to:
  - a. Pursuant to a funding failure by the State of Illinois;
  - b. If Provider fails to materially comply with the terms and conditions of the contract, or has made false representations in connection with this agreement, including, but not limited to failure to comply with licensing standards, eligibility requirements, training requirements, notification requirements, documentation, or failure to abide by the requirements set forth in this Contract;
  - c. For cause for material misconduct, which may render the Provider ineligible for consideration for future agreements;
  - d. Any other egregious act as outlined previously in this contract.
  - e. If Provider breaches this agreement and either (1) fails to cure such breach within 15 calendar days of written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Provider has failed to commence such cure within 15 calendar days' written notice thereof. Nothing in this Paragraph requires SALFCS to provide notification of breach and the opportunity to cure when Provider, but in some instances SALFCS will provide notification and the opportunity to cure for minor non-compliance issues. In the event that SALFCS/HCCN terminates this agreement as a result of the breach of the agreement by the Provider, the Provider shall be paid for work satisfactorily completed prior to the date of termination.
2. Acknowledge that this contract may be **terminated or suspended immediately by SALFCS if:**
  - a. The Provider fails to meet DCFS Licensing Regulations and maintain a valid DCFS in-home child care license at all times.
  - b. Provider fails to meet any of the provisions in this contract.
  - c. Provider's, or any adult resident's, background check indicates a criminal record.
  - d. Provider has been indicted by DCFS for abuse and/or neglect.
  - e. SALFCS/HCCN staff discover that the Provider has failed to notify SALFCS/HCCN of misconduct which resulted in the Provider's termination of employment or other affiliation with the SALFCS.
  - f. SALFCS is unable to obtain funds for this program.
  - g. Provider fails to maintain appropriate health, safety, and sanitary conditions.
  - h. Any other situation as determined by SALFCS.
3. Any and all property of SALFCS/HCCN/Pre School For All will be returned prior to effective termination date.

**APPENDIX A**  
**Child Care Subsidy IDHS Provider Fees FY 2021**

I, \_\_\_\_\_ hereby certify that my rates for IDHS subsidized slots \_\_\_\_\_ (Full Name) for children do not exceed the rates charged to non-state subsidized slots for children. I further certify that my rates are as follows **(complete all that apply)**:

	<b>FULL TIME Rates (5+ hours or more)</b>	<b>PART TIME Rates (Less than 5 hours)</b>	<b>EXTENDED TIME Rates (Prior to 4:00am, beyond 8:00pm &amp; Weekends)</b>
<b>1. Under Age Two (0 – 24 months)</b>			
<b>2. Age 2 (25 – 36 months)</b>			
<b>3. Age 3 and Older(37 month &amp; up)</b>			
<b>4. School Age (5 yrs. &amp; in school)</b>			

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**License Number**

\_\_\_\_\_  
**City, State, Zip Code**

\_\_\_\_\_  
**Expiration Date**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Capacity**

\_\_\_\_\_  
**Current Email Address**

\_\_\_\_\_  
**Gateways Registry Number**



# SAL Family and Community Services

Partners Together... Improving Lives

FISCAL YEAR 2020 (07/01/2020 – 06/30/2021)

CONTRACT FOR THE HOME CHILD CARE NETWORK

SIGNATURE PAGE

\_\_\_\_\_  
PROVIDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
HCCN Director

\_\_\_\_\_  
DATE

**ATTACHMENT 2:**  
**EHS CCP – Family Child Care Contract**

**EARLY HEAD START  
CHILD CARE PARTENERSHIP – FAMILY CHILD CARE CONTRACT**

**BETWEEN  
SAL Family and Community Services (SALFCS)**

**AND**

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Licensed Name (If different from above)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Name of Owner/Operator

\_\_\_\_\_  
Phone Number

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Taxpayer ID/EIN #: \_\_\_\_\_

Contract Period: \_\_\_\_\_ To: \_\_\_\_\_

**CONTRACT TERM**

**2021 - 2022**

THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ IT THOROUGHLY BEFORE YOU SIGN. THE ITEMS CONTAINED ON THIS FACE PAGE RELATE TO VARIOUS PARAGRAPHS CONTAINED WITHIN THE CONTRACT

This **CONTRACT** is entered into between **SAL Family and Community Services** hereinafter referred to as **SALFCS**, and \_\_\_\_\_ hereinafter referred to as **CONTRACTOR** for **EHS CCP** services effective \_\_\_\_\_ or upon execution of this contract, whichever is later, and ending on \_\_\_\_\_.

### **BACKGROUND**

This Contract is built upon the foundation of providing services to low income children ages birth to 4 years and their families in a home-like environment. The Early Head Start-Child Care Partnerships (EHS-CCP) program brings together the strengths of child care and EHS programs. **SALFCS** recognizes that, based on the information received to date, as an established child care provider, the **CONTRACTOR** responds to the needs of working families by offering flexible and convenient full-day/full-year services. In addition, child care providers have experience providing care that is strongly grounded in the cultural, linguistic, and social needs of the families and their local communities.

### **RENEWAL AND APPEAL RIGHTS**

**SALFCS** will have the option to renew this contract for up to four (4) additional twelve month terms or for a specific term period, upon written notification to **CONTRACTOR** prior to termination of initial term and each term thereafter. Each notification must be signed by both parties.

**CONTRACTOR** waives all rights, appeals, or claims to notice or hearing regarding the refusal of **SALFCS** to continue and/or to extend the Term of this Contract. In the event that **SALFCS** determines that it will not be renewing or extending the Term of this Contract, **SALFCS** will provide **CONTRACTOR** with written notice at least thirty (30) days prior to the expiration of the Term of this Contract. Termination for cause, convenience clauses still apply. Refer to **Section VI. CONTRACT TERMS** this contract for such clauses.

This contract is executed and entered into in the State of Illinois, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Illinois. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.

### **RECITALS**

Whereas:

- A. **CONTRACTOR** represents that he/she has the required background, training, expertise and licensing to perform and provide the services described in **Section I SCOPE OF WORK** of this **CONTRACT**, and agrees to do so in accordance with the terms and conditions outlined on this **CONTRACT**.
- B. **SALFCS** desires to purchase the number of slots listed herein and that **CONTRACTOR** provide high quality, continuous, intensive, and comprehensive Early Head Start services to eligible children and their families.
- C. **SALFCS** desires to contract directly with **CONTRACTOR**. The **CONTRACTOR** should direct any questions and or communications to the assigned direct services staff (Child Development Specialist, Family Advocate, ERSEA Manager) first. Any matters that cannot be



solved by and/or between the **CONTRACTOR** and the direct services staff may be directed to the **EHS CCP ECE Manager**.

- D. **CONTRACTOR** understands that **SALFCS** is the grantee agency and as such, **SALFCS** will exercise its authority to monitor any and all **CONTRACTORS** who willingly enter into contract for the Early Head Start Child Care Partnership services with **SALFCS**. Through the ongoing monitoring visits and through guidance provided to **CONTRACTORS**, **SALFCS** may request changes to the **SCOPE OF WORK**, which will materially affect the terms of this **CONTRACT**. **CONTRACTOR** agrees to implement any changes to the **SERVICES TO BE PERFORMED** requested by **SALFCS** provided written immediate or advance notice for such changes has been provided and, agrees that monitoring reports and summary of findings provided to the **CONTRACTOR** are documentation of contract performance

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties to this Contract agree as follows:

## **1.0 NON-CONTRACTED SERVICES**

**CONTRACTOR** understands and agrees that **SALFCS** and its employees retain the authority through this Contract regarding:

- 1.1 Decisions related to the implementation of Early Head Start CCP curriculum;
- 1.2 Determining consistency with **SALFCS EHS CCP** program expectations;
- 1.3 Determining consistency and compliance with federal, state, and local guidelines as related to this Contract;
- 1.4 Conducting the evaluation of the **EHS CCP** program, project quality, development of program goals and objectives.
- 1.5 Making decisions regarding compliance with **EHS CCP** program as required by the Head Start Performance Standards, the Head Start Act, and the **SALFCS EHS CCP** program's Policies and Procedures related to the provision of comprehensive services;
- 1.6 Developing and guiding the implementation of program's Policies and Procedures related to the provision of comprehensive services; and
- 1.7 Determining eligibility for all children and their families who wish to apply for services and completion of the enrollment process once a family and their child has been deemed eligible for the program.

## **2.0 LAYERING OF FUNDS**

This Contract is built upon the foundation of existing child care funding (Layer 1) with two additional layers. Layer 2 will provide program-level quality enhancements that may benefit all children enrolled with the **CONTRACTOR** and Layer 3, which provides individual child and family services for EHS-enrolled children only.

- 2.1 Under this Contract, the **CONTRACTOR** agrees to provide the services typically and expected required under the Layer 1, which includes, and is not limited to: providing full-time childcare; conducting developmental assessments; developing lesson plans; participating in the Environmental Rating Scales (ITERS/ECERS/FCCERS) and other program, child and/or environmental assessments that may include assessment of Adult-Child interactions, Social/Emotional Support of children, or others as determined by Program need; and all other requirements as listed on, and paid for, the Child Care Assistance Program (CCAP) and the Home Child Care Home Network (HCCN) Terms and Conditions. Should a child lose the child care funding, the **CONTRACTOR** agrees that, in accordance with the **EHS CCP** Information Memorandum issued by the Office of Head Start, **SALFCS** will cover the child's subsidy on a temporary basis to ensure the child remains enrolled in the program. The amount to be paid to cover the subsidy until it is re-instated will be determined by **SALFCS** and will not exceed the amount typically paid by the subsidy agency from the child was last subsidized.
- 2.2 **SALFCS** agrees to provide funding to the **CONTRACTOR** in order to assure provision of services under the Layer 2 (enhancement services) of the program and **CONTRACTOR** agrees to use such funding to cover the costs for Layer 2 which include and are not limited to costs to meet health and safety requirements for the premises in which enrolled children are served; standard developmental screenings for all children; implementation of an enhanced curriculum; health and safety supplies and materials; sufficient and developmentally appropriate educational supplies, materials, and equipment for the number of children served; increased staffing to meet EHS-required staff-child ratio and group size requirements; increase the assistants salaries based on educational requirements and/or performance and/or to meet or exceed the minimum wages requirements; and minor facility renovations or equipment needed to meet **SALFCS** Health and Safety standards.
- a. **SALFCS** also agrees to allocate Training and Technical Assistance (T/TA) Funding for the **CONTRACTOR** to assure the participation of ongoing professional development opportunities. The **CONTRACTOR** will, in return, participate in all required **EHS-CCP** Trainings and will ensure his/her staff also attend the offered trainings. The **CONTRACTOR** must complete no less than 40 hours of trainings and his/her staff must attend no less than 20 hours of training in topics related to early childhood education. The amount available to the **CONTRACTOR** for training and technical assistance is listed on **Section III. PAYMENTS** of this contract.
  - b. In recognition of the efforts undertaken by **CONTRACTORS** to further their education, **SALFCS** has established an enhanced payment scale for **CONTRACTORS** who meet or exceed EHS educational qualifications. The Refer to **Section III. PAYMENTS** for the amounts set based on educational qualifications.
  - c. **SALFCS** also agrees to provide the services to support the Layer 3 of the **EHS-CCP** grant. This layer includes services provided to individual **EHS-CCP**-enrolled children and their families such as specialists and content area experts supporting **EHS-CCP** families, health and mental health services, home visits, training and technical assistance, training to the **CONTRACTOR** on the completion of the required developmental screenings and child assessments,

provide referrals and follow up for any external referrals including referrals to Part C and Part B providers, and other family support services.

### 3.0 HOURS AND DAYS OF OPERATION

To address the family's needs for full working day and full year early childhood quality services and fulfill this contract, it is mutually understood that:

- 3.1 Through this contract, comprehensive child development services will be provided to infants, toddlers and their families with the highest needs and who live in the designated service areas. Using the selection criteria, **SALFCS** will assume the responsibility for identifying the families and children with the highest needs for enrollment.
- 3.2 The Early Head Start-Child Care Partnerships (**EHS CCP**) funds paid to the **CONTRACTOR** will be used to support a full working -day (10+ hours) and full-year (236 days) early childhood services.
- 3.3 By signing this Contract, **CONTRACTOR** agrees to operate for the full working day and full-year. When scheduling the service days to meet the full year, the **CONTRACTOR** agrees to include time for professional development activities. Thus, the **CONTRACTOR** will provide, at the time this Contract is signed, a calendar of services that meets the needs of working families and at minimum, includes all the scheduled trainings as communicated by **SALFCS**. The **CONTRACTOR** may also include additional professional development and training opportunities he/she plans to complete throughout the year.
- 3.4 Should the **CONTRACTOR** wish and/or need to make changes to said calendar of services, the **CONTRACTOR** must notify **SALFCS**, in writing, at least two weeks ahead of the planned change. In the event that such closures result in services provided for less than 236 days, the requested change will not be honored and, if the **CONTRACTOR** is unable to provide full working day-full working year services, **SALFCS** reserves the right to transition the children and families to another **CONTRACTOR** and develop a plan of action for the **CONTRACTOR** and/or notify the **CONTRACTOR** of the need to terminate the **CONTRACTOR**'s inability to meet the needs of working families.
- 3.5 If a **CONTRACTOR** is unable to provide service due to a scheduled or unscheduled absence for a period of five (5) or more consecutive days, the **CONTRACTOR** shall provide a substitute for any additional consecutive days. By way of example, if a **CONTRACTOR** will not provide service for two consecutive weeks (Monday-Friday), the **CONTRACTOR** must provide a substitute for the second week. If/when a **CONTRACTOR** closes its facilities for more than 2 weeks and such closures cause a burden on the enrolled families, the **CONTRACTOR** agrees that **SALFCS** may offer an alternate **CONTRACTOR** to those families who need the services and are unable to secure care for their child during the closure.
- 3.6 The **CONTRACTOR** understands that whenever an alternate **CONTRACTOR** provides care for a child due to the **CONTRACTOR**'s closures, the payment for the days alternate care is provided is made to the whoever is providing the care. This is to

ensure no double payments are made at the same time for any child. Additionally, the **CONTRACTOR** is made aware that in such events, the families may choose to stay permanently with the **CONTRACTOR** (transfer) who was providing services during the closure. Should this be case, the number of slots contracted may be reduced to adjust for the transfer.

- 3.7 Dual enrollment: Since the **EHS CCP** programs serves very low income families and, based on community data, there is great need for full working day services, the **CONTRACTOR** is also expected to work with **SALFC**'s Home Child Care Network (HCCN), or other such child care subsidy programs and support those families who may wish to apply or receive child care subsidies so children can receive child care services, in the **CONTRACTOR'S** facility. For example, if a family qualifies for the **EHS CCP**, and the family's working schedule requires access to child care, then in such a situation, the **CONTRACTOR** and the **SALFCS** designated staff will support the family in the completion of eligibility application and verifications for child care subsidies and in the completion of the **EHS CCP** Application. It is understood that the terms and conditions for the HCCN contract, as well as the Child Care Assistance Program (CCAP) or other subsidy contracts, are separate and apart from this contract.

#### 4.0 ORDER OF PRECEDENCE

- 4.1 Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.
- 4.2 The **CONTRACTOR** also agrees to follow and assure compliance with the rules and regulations governing the licensure and functioning of the Child Care program and small business in the State of Illinois. Furthermore, the **CONTRACTOR** understands that continuation of the Contract is subject to the **CONTRACTOR's** good standing with Illinois Department of Child and Family Services (DCFS) Licensing.
- 4.3 Additionally, the **CONTRACTOR** agrees to implement practices that continuously increase program quality and assure children's safety. The **CONTRACTOR** understands that **SALFCS** will utilize tools to assess contract compliance and continuous quality improvement, developmentally appropriate practices, responsive caregiving, family engagement, early childhood education, and the maintenance of healthy and safe environments. The following list is an example of monitoring tools: (**CONTRACTOR** should be aware that this not an exhaustive list of monitoring tools.)
- a. Family Child Care Health and Safety Tool (or a substitute that is minimally aligned with Caring for our Children Basics, 4th Edition)
  - b. Creative Curriculum Fidelity tool
  - c. Quality and Compliance Monitoring Tools (Comprehensive Services, content of lesson plans, individual learning plans, etc.)
  - d. Family Child Care Environmental Ratings Scale (FCCERS)

- e. Social/Emotional Observation Tool
- f. Adult/ Provider-Child Interaction Observation Tool
- g. Dual Language Support Observation Tool
- h. Parent Postings/Notices Checklist
- i. Early Childhood Education Documents and Timelines Checklist (Tracking of ASQ, ASQ-SE, GOLD, completion of daily child health screen, Parent Daily Reports, etc.)

## **I. SCOPE OF SERVICES – CONTRACTOR**

### **A. CONTRACTOR SERVICES TO EHS CCP CHILDREN**

**The CONTRACTOR agrees to:**

1. Provide the documents listed on **Exhibit D – Contractor Checklist. Furthermore, the CONTRACTOR agrees** this Contract will have no effect and will be deemed void unless until **SALFCS** has provided in writing verification of receipt of all listed documents.
2. Reserve -----slots for the **EHS CCP** program.
3. Provide culturally, linguistically, developmentally appropriate, quality educational services to children between the ages of birth and four (4) years throughout the term of this Contract and any extensions thereto. Such services should be delivered through consistent, stable and supportive relationships with young children and their families.
4. Complete group and individualized lesson plans for each child, post the plans, and provide a copy to **SALFCS** on two weeks for feedback, coaching, mentoring and monitoring.
5. Complete ongoing Child Assessments using Teaching Strategies GOLD (TS GOLD) three (3) times per year (including child observations and anecdotal notes). The first assessment shall be completed within 60 days of the child's enrollment into the **EHS CCP** program.
6. Use child assessment data to create individual learning goals for each child and group lesson plans and teaching strategies to meet said goals. Implement with fidelity, the Creative Curriculum For Family Child Care Providers, 3<sup>rd</sup> Edition to support children's development across all school readiness domains. Participate in the assessments (observations conducted by **SALFCS** staff and/or consultants) to monitor the implementation and degree of fidelity of such curriculum.
7. Implement strategies from the Center on the Social and Emotional Foundations for Early Learning, Pyramid Model to support the social-emotional development of children
8. Ensure lesson/activity plans:
  - a. Reflect children's IEP/IFSP goals within two weeks of the child's start date or within two weeks of the IEP/IFSP meeting

- b. Include developmentally appropriate objectives per children's Individualized Development Plan, screenings, observations, and/or assessments
  - c. Are in alignment with Creative Curriculum for Family Child Care and use daily resources as outlined by the curriculum.
  - d. Are responsive to children's individual developmental patterns and progressions as described in the Head Start Early Learning Outcomes Framework (HSELOF).
  - e. Include learning opportunities during transitions and routines.
  - f. Are posted prominently in HCCN environment in order to ensure that families, observers, monitors, substitutes, and other necessary persons may have access to them.
  - g. Communicate with the assigned Child Development Specialist to request additional trainings, coaching, and support when needed and as applicable,
- 9. Complete Developmental and Social-Emotional Screenings within forty (40) days of child's first day of enrollment and submit the completed developmental and social-emotional screenings to **SALFCS** no later than 45 days from child's enrollment date.
- 10. Review the results of developmental and social-emotional screenings as completed with parents and, if/where needed, **SALFCS** staff.
- 11. Implement family-style meal practices, except if noted on Emergency Exhibits or Contract Addendums which will only be issued on response to a community emergency or an epidemic outbreak.
- 12. Practice daily tooth brushing as developmentally appropriate (refer to Health – Tooth brushing Policies and Procedures) except if noted on Emergency Exhibits or Contract Addendums which will only be issued on response to a community emergency or an epidemic outbreak.
- 13. Support parents as the child's first and most important teacher as well as include parents in early childhood education and child readiness for kindergarten.
- 14. Provide sufficient indoor and outdoor space for children to implement the curriculum activities
- 15. Maintain adequate levels of age appropriate, quality materials and supplies, as determined by the **SALFCS** content areas specialists (health, mental health, disabilities, nutrition, education, etc) and assume all related costs for maintenance and repairs including the costs associated to meet health and safety requirements and quality early childhood and education environments.
- 16. Conduct daily and monthly health and safety inspections of all areas utilized to provide services to children. **CONTRACTOR** must record the inspections on the forms provided by **SALFCS**.
- 17. Conduct daily health checks with children, and record observations in a daily health check log as the children enter the **CONTRACTOR's** child care facility. **CONTRACTOR** will

notify parents of children's exposure to communicable diseases. (Website resource for health in childcare settings: [www.ucsfchildcarehealth.edu](http://www.ucsfchildcarehealth.edu)).

18. Notify the **EHS CCP** Child Development Specialist when a child requires a referral for further assessment and evaluation, or when requested by the family for a child with potential or diagnosed health conditions, developmental delays, or any other concerns.
19. Maintain, at **CONTRACTOR**'s expense, the needed substitutes on-site during hours of operation and while **EHS CCP** children are present to comply with required group size, ratio, and Illinois DCFS Child Care Licensing regulations.
20. Participate in the Annual Program Self-Assessment, Ongoing Monitoring and Safe Environment Checks, Family Child Care Environmental Rating Scale (FCCERS) and implement a corrective plan of action for areas of non-compliance and a Continuous Quality Improvement Plan for identified growth areas.
21. Recognize bilingualism and biliteracy as strengths in children and at minimum, implement the teaching practices identified below to support bilingual/biliteracy development.
  - a. For an infant or toddler dual language learner, **CONTRACTOR** must include teaching practices that focus on the development of the home language, and provide experiences that expose the child to English
  - b. For a preschool age dual language learner, the **CONTRACTOR** must include teaching practices that focus on both English language acquisition and the continued development of the home language
22. Work collaboratively with **SALFCS** staff and parents to transition a child and/or family out of child care services.
23. Welcome children with a variety of disabilities unless there is not a reasonable way to accommodate the child's need and integrate their education according to their IFSP/IEP into the daily routines and curriculum and ensure his/her staff welcome and include children in all program activities. **CONTRACTOR** also agrees to allow for the provision of special services by the Part B, C, LEA and/or providers in the **CONTRACTOR**'s home.
24. Prepare and maintain accurate and complete daily records of attendance for each child utilizing the iPads, provided by **SALFCS** if/where needed, and the ChildPlus Attendance Application to record daily attendance. **CONTRACTOR** will ensure that the parent/legal guardian of the child for whom childcare is being provided, signs and dates the attendance sheet. In accordance with **SALFCS** policies, **CONTRACTOR** must notify the assigned Family Advocate of any child who is unexpectedly absent within one hour of the child's scheduled arrival time. The need for iPads will be established based on **CONTRACTOR**'s participation in previous **EHS CCP** contracts or there lack of.

25. Maintain staffing pattern and ratios as listed below. The ratios hereby listed must be maintained at all hours while **EHS CCP** children are present. The **CONTRACTOR**'s own children must be included on the group size if under 6 years of age.

One Provider	6 total children (no more than 2 children under age 2). <i>*If the 2 children under 2 are younger than 12 months, Provider must have a second person on staff. This includes the Contractor's own children and those not enrolled in the EHS CCP program but who are, for this purpose, under 12 months of age.</i>	1 Provider minimum (Refer to note* regarding ages of child and requirement for additional staff)  <i>Contractor is required to have systems for assuring the safety of all children at all times including those times when children are participating in activities in separate rooms or areas, including the outdoor areas.</i>
2 or more Staff (One Provider and one Assistant)	12 total children (no more than 2 children under the age of 18 months) <i>*If 3 or more are under 18 months, then a 3<sup>rd</sup> person should be present during the time the 3 under 18 months are present. This includes the Contractor's own children and those not enrolled in the EHS CCP program but who are, for this purpose, under 18 months of age.</i>  <i>Once the count of children under age 18 months goes to 2, 2 staff must be present while the 2 children under 18 months are present</i>	2 staff minimum (Refer to note* regarding ages of child and requirement for additional staff)  <i>Contractor is required to have systems for assuring the safety of all children at all times including those times when children are participating in activities in separate rooms or areas, including the outdoor areas.</i>

26. Whenever the **CONTRACTOR** is absent from its business (gone to the store, appointment or picking up other non **EHS CCP** children), in such absence, the **CONTRACTOR** agrees to ensure the ratios are maintained as set forth on this Contract and therefore, *ensuring that at least one qualified staff is left with the children in the CONTRACTOR's absence* (Qualified is defined as having one staff that has 6 infant/toddler college credits, or is currently in the process of obtaining such units and has training and/or experience working with young children). In addition, when gone, the **CONTRACTOR** must also ensure that at least one assistant or provider of those with children have a current CPR/First aid card and can respond to any injuries and provide care or call for help.
27. **CONTRACTOR** is responsible for ensuring the health and safety of children while in the **CONTRACTOR**'s home. This is a basic requirement of the Illinois DCFS Child Care Licensing regulations. The **CONTRACTOR** must also implement health, safety, and emergency policies and procedures, and a system for routine inspection to ensure the ongoing safety and practicing, as well as documenting practices and implementing drills such as fire, earthquake and following the local authorities' guidance or regards to lock down procedures.
28. Ensure clean, safe, healthy facilities, free of any hazardous materials such as lead, asbestos, and mold. Assure children are protected from potentially hazardous situations posed by appliances (stove, refrigerator, microwave, etc.). Additionally, the **CONTRACTOR** must



implement cleaning, disinfecting, sanitizing, hand washing, and diapering practices that meet Illinois DCFS Child Care Licensing regulations or Caring for Our Children (CFOC) Standards, 4<sup>th</sup> Edition

29. Ensure that premises are free from pests and that the use of chemicals or other potentially harmful materials for controlling pests will not occur while children are on premises.
30. Provide functioning and properly located smoke and carbon monoxide detectors.
31. Ensure the safety of children whenever any potential hazard (e.g. body of water, road, etc.) is present. Take adequate measure to prevent children's access to a water hazard (pool or other body of water).
32. The **CONTRACTOR** must communicate its Non-transportation Policy to parents of children enrolled in the **EHS CCP**. **CONTRACTOR** may take children on walking field trips, provided all consents were secured and ratios above the minimum requirements are met at all times during the field trip. Field trips that require the use of transportation by the **CONTRACTOR** are not allowed. **CONTRACTOR** may not transport any children in connection with this **CONTRACT** in any way, for any reason
33. Secure health certificates for pets that reside in any part of the **CONTRACTOR**'s premises, to document the pet(s) are up-to-date on their required immunizations, that they are free from any disease or condition that poses a threat to children's health. Pets must also be kept in separate areas than those used for child activities during all child hours.
34. Inform parents and designated **SALFCS EHS CCP** staff of any minor incident requiring the **CONTRACTOR** to administer first aid to the child. While the **CONTRACTOR** may use its own form to document minor incidents, form must be reviewed and approved by **SALFCS**, **CONTRACTOR must report any and all accidents and minor incidents immediately and no later than 24 hours from the occurrence.**
35. Whenever the **CONTRACTOR** is busy with operational tasks such as cooking, completing paperwork, cleaning, etc., the **CONTRACTOR** agrees to make arrangements to:
  - a. Continue to ensure he/she can visually supervise the children by positioning him/herself in a manner that assures visual supervision of all children in care, or,
  - b. Have a qualified, screened and approved assistant to supervise and care for the children while the **CONTRACTOR** completes any operational duties.
36. Waive all parent fees except fees for after business operational hours and fees charged by the State Subsidy Program. After business operational hours refer to instances when the **CONTRACTOR** must remain open after her/his business hours due to a late pick up or due to other arrangements made between the **CONTRACTOR** and parent. The **CONTRACTOR** may not charge families for any hours or services provided within the **EHS CCP** time (hours of service documented by the **CONTRACTOR** on this contract and its attachments).

37. Document **EHS CCP** child attendance using an **EHS CCP Daily Sign In Sheet** provided by the assigned **SALFCS** Family Advocate. On a daily basis, parents will sign in and sign out their children;
38. Provide infant formula, baby food, meals and snacks daily meeting USDA Child Care Food Program (CCFP) requirements. Children must be fed following USDA CCFP guidelines for formula and baby food, meals and snack times. Parents are not required to provide food. Contractor further agrees to not charge parents for any cost of food not covered by CACFP funds.
39. **CONTRACTOR** must offer breakfast to children who arrive to the HCCN home after breakfast has been served if the child did not have breakfast at home
40. Provide substitute meals/milk or formula for children with allergies or diagnosed nutritional needs whenever a parent provides a request for such accommodation signed by a medical provider.
41. Consistently and appropriately implement and utilize the Creative Curriculum For Family Child Care Providers, 3rd Edition, and any other support curricula chosen by **SALFCS**.
42. Conduct a developmental screening for each **EHS CCP** child, using the *Ages and Stages Questionnaires (ASQ-3 and ASQ-SE)* or other approved screening instrument, as instructed by **SALFCS EHS CCP** Personnel. Screenings for each **EHS CCP** child must be completed no more than forty (40) calendar days from the first day of each child's entry into the program (actual presence in the classroom) and all collected data must be shared with assigned EHS personnel;
43. Record and maintain a minimum of two (2) anecdotal observation per week, per **EHS CCP** child, using *Teaching Strategies Gold™*. **CONTRACTOR** must print, record and keep in each Child's files as appropriate. Complete *Teaching Strategies GOLD™ Child Assessment Portfolio* three (3) times during the program year, under the instruction and guidance of the **SALFCS** Child Development Specialist;
44. Set up environments using the Creative Curriculum and the Family Child Care Environment Rating Scale (FCCERS) Revised Edition. **CONTRACTOR** also agrees to participate on the completion of the FCCERS assessment which may be conducted by **SALFCS** or contracted staff.
45. Allow for completion of other assessments as determined appropriate by **SALFCS**.
46. Maintain a clean, safe, well equipped, indoor and outdoor environment that conforms to all Illinois Child Care Licensing Standards and **EHS CCP** monitoring tools used by **SALFCS EHS CCP** Support Personnel;
47. Exclude use of television in the HCCN home and assure zero (0) screen time for children under 3 years of age. Children over 3 years of age may use computer for educational purposes only in amounts of time not to exceed 15 minutes per day, no more than 2 days per week.

48. Install Radon detector if any parts of the areas used by children are at a level below the ground surface

## **B. CONTRACTOR SERVICES TO EHS CCP FAMILIES**

### **The CONTRACTOR agrees to:**

1. Provide continuous services to children and families and not dis-enroll any **EHS CCP** eligible child, for any reason, unless termination from services due to child aging out (transition) or, the termination has been discussed and arranged by **SALFCS**. This includes not dis-enrolling any children who lose subsidy, present atypical behaviors, require accommodations, adaptations or are receiving support services for developmental concerns.
2. Report all attendance issues/challenges to **SALFCS EHS CCP** Family Advocate
3. Participate in two (2) Parent-Teacher conferences annually for each child enrolled in the **EHS CCP**. The Parent Teacher conferences are lead by the Child Development Specialist and are held for the purpose of planning and individualizing services for the child.
4. Provide opportunities to fully involve parents in the program, welcome all parents as visitors, and encourage parents to participate with children in activities;
5. Maintain all required records and forms, and report to the assigned **SALFCS** Family Advocate information on volunteering and other activities related to parent involvement;
6. Work with the assigned **SALFCS** Family Advocate or other authorized **SALFCS** personnel, in the planning of monthly parent committee meetings at the facility or other location acceptable to all participants. The **CONTRACTOR** will work with the assigned **SALFCS** Family Advocate to ensure parents are provided with information about program governance during the monthly parent committee meetings. At the first meeting of every year, an **EHS CCP** parent is elected by other **EHS CCP** parents to represent the **CONTRACTOR's EHS CCP** parents at the monthly Policy Council meetings and that such representation remains an active part of the Policy Council, or a new parent is elected when one resigns.
7. **CONTRACTOR will not** transport **EHS CCP** children via motor vehicles during contracted **EHS CCP** hours of operation for any reason.
8. Communicate in a respectful and sensitive way to parents and **SALFCS** staff any concerns regarding a child's development or behavior as soon as the concern arises. The **CONTRACTOR** also agrees to fully implement **SALFCS's** policy regarding suspension and expulsion Statement and related procedures and only use positive guidance and redirection. Furthermore, the **CONTRACTOR** agrees that no child can be expelled or suspended, on a short term or a long-term basis, in accordance with federal and state law, due behavioral concerns. The **CONTRACTOR** will, in collaboration with **SALFCS** staff, implement the steps necessary to support the child and parent and, if deemed necessary by the multidisciplinary team and the Part C provider (if applicable), implement a supportive plan and/or child's transition to a more suitable program.

9. **CONTRACTOR** will provide space for parent meetings and open house for the children and families enrolled with the **CONTRACTOR** when/as planned between **CONTRACTOR** and **SALFCS**.
10. **CONTRACTOR** agrees to allow parents and/or guardians' unrestricted access to their children during normal hours of **CONTRACTOR**'s operation and whenever the children are in the care of the **CONTRACTOR** unless prohibited by a court ordered restriction.
11. **CONTRACTOR** must maintain doors unlocked during business hours.
12. **CONTRACTOR** accepts parent(s) and/or guardians to be involved/volunteer at his/her Family Child Care Facility provided all licensing requirements applicable to volunteers are met. The **CONTRACTOR** also agrees to support **SALFCS**'s School Readiness Parent Connection by providing parents with activities that support their child's individual goals, providing assistance building the parents' understanding of such connection and how to fill out the Parent In-Kind forms and submitting the In-Kind to the assigned **SALFCS** staff on a monthly basis.

### **C. CONTRACTOR ADMINISTRATIVE REQUIREMENTS**

#### **The CONTRACTOR agrees to:**

1. Allow **SALFCS EHS CCP** Support Personnel or Federal, State or local auditors and **SALFCS** approved third party agencies to visit **the CONTRACTOR's facility** to perform service related functions, with or without prior notification. The **CONTRACTOR** has the right to ask for a picture ID for verification purposes, if not automatically provided. Failure to allow access may result in termination of this Contract; This includes weekly monitoring and/or coaching visits.
2. **CONTRACTOR** agrees to participate on debriefings and coaching as part of the weekly visits and implement the recommendations made by the **SALFCS** personnel with the understanding that such recommendations shall result in higher quality services and enhanced health and safety environments.
3. If findings occur and a correction plan is developed, if it is deemed necessary, the **CONTRACTOR** will, in collaboration with **SALFCS**, develop a corrective plan and schedule within one (1) week of the monitoring visit except in instances where immediate health and safety concerns are found.
  - a. **CONTRACTOR** shall address any immediate health and safety findings no later than 3 days from the notification by **SALFCS** of such findings.
  - b. **CONTRACTOR** must address any other finding (other than immediate health safety) within a two (2) week period. **CONTRACTOR** understands and agrees that **SALFCS** staff may conduct additional monitoring visits for the purposes of either verifying corrections and/or providing training and technical assistance to the **CONTRACTOR**, as needed, to address any findings.
  - c. **CONTRACTOR** will participate with **EHS CCP** staff in completing a training plan or seek its own resources to resolve the findings.
  - d. The corrective plan will be reviewed within 30 days to assess **CONTRACTOR**'s progress in making required corrections.

- e. If it is determined that insufficient improvement is occurring, **SALFCS** may, at that time, choose to give an extension or provide a Notice of Probation to **CONTRACTOR**.
  - f. If corrective action is progressing as planned and on schedule, evaluation will continue by **SALFCS** staff until compliance with the deliverables is achieved.
- 4. Ensure there is time built into their day to plan, maintain documentation, apply assessment data to curriculum planning, meet with family service staff, communicate with families, engage in supervision and reflection of its assistants, attend training, individualize services, conduct other data collection activities, etc.
- 5. Arrange the scheduling of and provide compensation for contractor's assistant to attend training opportunities/ in-service hours throughout the year, for a minimum of 20 hours annually.
- 6. **CONTRACTOR** will provide access to **SALFCS** to their Illinois Gateways training registry to verify completion of minimum of 40 hours of required trainings for **EHS CCP**.
- 7. Attend trainings and courses for a total of no less than 40 hours per year, that support the competency to provide effective and nurturing teacher-child interactions, and to plan and implement learning experiences that:
  - i. Ensure effective curriculum implementation and use of assessment data results (including GOLD, FCCERS and the Adult-Child Interaction tool as selected by **SALFCS**); and
  - ii. Promote children's progress across the standards described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five and applicable state early learning and development standards, including for children with disabilities and dual language learners, as appropriate.
- 8. Have in place the following and make readily available for review, when requested:
  - i. Documented staff schedules.
  - ii. Proof that the **CONTRACTOR** has a CDA or higher degree in childhood development or early childhood education,
  - iii. Hire substitutes who at a minimum, have the necessary training and experience to ensure the continuous provision of quality services to children and at a minimum must have completed six semester or equivalent quarter units in child development
  - iv. Training and professional development plans
  - v. Documentation of Trainings attended by the **CONTRACTOR** and his/her staff per program year.
- 9. Ensure that any/all substitute instructional personnel used in providing **EHS CCP** services have the proper credentials; have been properly cleared and at minimum, have received training in infant toddler care, response to child emergencies, care and supervision, and standards of conduct.

10. **CONTRACTOR** must hold an active Child and Adult Care Food Program (CACFP) contract and maintain compliance throughout this contract. **CONTRACTOR** must submit documentation that **CONTRACTOR** participates in a USDA Food and Consumer Services approved child nutrition program, as well as a copy of an inspection or monitoring report conducted within the last twelve (12) months;
11. The **CONTRACTOR** also understands and agrees that at least two observations to assess adult-child interactions and support of the child's social-emotional development will be conducted every year and that results of the observations will be used to develop coaching, mentoring and professional development plans for the **CONTRACTOR** and his/her staff
12. Remain in good standing with child care licensing. All licensing violations will be reviewed by the **SALFCS** program administration to determine the status of the **CONTRACTOR's** continued participation in the program. When/if **SALFCS** determines a violation to be egregious, **SALFCS** may determine such violation may be grounds for immediate termination of this Contract and considered a "Failure to Perform" under **Section VI. CONTRACT TERMS** of this Contract.
13. Maintain confidentiality on all information obtained regarding the children and families, includes the applicable sections of the Family Educational Rights and Privacy Act ("FERPA"), as well as the Health Insurance Portability and Accountability Act ("HIPPA") and release such information only to authorized **SALFCS** staff or as otherwise required by law.
14. **CONTRACTOR** agrees to participate, allow and fully support the completion of ongoing monitoring tools by **SALFCS** staff which include the ECE Benchmarks, Health and Safety, Health, Mental health, Disabilities, Nutrition, Parent Family and Community Engagement benchmarks, as applicable. The ongoing monitoring tools will be completed during the weekly visits by **SALFCS** staff. **SALFCS** staff shall provide a report with results of monitoring and other type of visits to the Contractor, in writing, within 24 hours or sooner if potential health and safety issues are identified. Contractor shall respond in a timely manner to identified corrective actions as a result of **SALFCS** monitoring, or findings from visits conducted by other authorized representatives.
15. **CONTRACTOR** and his/her staff are mandated reporters of Child Abuse and Neglect. **CONTRACTOR** and his/her staff must complete the required Child Abuse and Neglect Training and provide copies of training completion to **SALFCS**.
16. All suspected child abuse reports must be submitted within 24 hours of filing. Copies of all unusual incident reports must be reported in accordance with State licensing, **SALFCS's** requirements and submitted to **SALFCS** within 24 hours from the time such report was made to DCFS. For further clarification, refer to the Child Abuse and Neglect Policies and Procedures.
17. Implement a medication administration policy that meets or exceeds the policy developed by **SALFCS** only after **SALFCS** has reviewed and approved, the **CONTRACTOR's** policy, a provided approval of meeting minimum requirements, in writing.
18. Participate in Multi-Disciplinary Team meetings (MDT's) organized by **SALFCS** to coordinate services for children and families.
19. **CONTRACTOR** agrees not to conduct any religious activity, including but not limited to religious activity, and/or celebration, worship, religious instruction or prayer as part of, or in connection with performance of this **CONTRACT**.

20. **CONTRACTOR** also agrees to implement a Neutral-Holiday Policy and keep celebrations and celebratory items that may have a religious association or connotation out of spaces used by children. The **CONTRACTOR** agrees to include this policy in its Parent Handbook, if one is used by the **CONTRACTOR** and inform parents of this policy during the parent orientation.
21. If/when the **CONTRACTOR** includes celebrations for children such as birthdays, the **CONTRACTOR** agrees to support parents on identifying alternate manners to celebrate other than using cakes or other forms of sweets unless such treats meet the requirements of being low in sugar, low in sodium and low in fat. Additionally, to ensure the children safety and eliminate the potential for allergic or undesired reactions, the **CONTRACTOR** will inform parents of its policies and practices on regards to parents not being allowed to bring foods for celebrations or other events during program hours. This includes not allowing or accepting foods prepared by the parents or purchased and transported by the parents. The **CONTRACTOR** will work with the families on way to celebrate the children such as “bring and share your child’s special book or picture” or other child age-appropriate and safe activities.
22. **CONTRACTOR** must attend the scheduled **HCCN/CONTRACTOR** meetings and/or trainings. **CONTRACTOR’S** who miss more than 2 scheduled meetings will receive a finding which may affect future opportunities to contract with **SALFCS**.
23. Track and maintain updated (current) First Aid/Pediatric CPR certifications and to keep TB tests and physicals current within two (2) years. This will be monitored and tracked by the **SALFCS EHS CCP Personnel**;
24. Maintain a current child care license. Provide as an Attachment to this Contract, a copy of the current Illinois DCFS license to operate. **SALFCS** must be provided with a copy of updated licenses upon renewal.
25. Maintain a broad form insurance policy, including coverage for Child Molestation and Abuse at the following levels: General Liability - \$1,000,000 each occurrence and \$2,000,000 aggregate; Sexual Molestation and Abuse - \$1,000,000 each occurrence and \$1,000,000 aggregate; Professional Liability Insurance— \$1,000,000 Per Occurrence and \$2,000,000 Aggregate. If coverage is written on a “claims made” basis, **CONTRACTOR** must maintain coverage in force for three years after the end of the contract. Facilities Property and Content Insurance— Minimum amount to cover materials, supplies and fixed assets used and required to meet the terms of this Contract.
26. Maintain Workers’ Compensation insurance coverage at the statutory limits of \$100,000/\$100,000/\$500,000;
27. Maintain Automobile Liability coverage at a minimum Combined Single Limit coverage of \$500,000;
28. Provide evidence of endorsements or blanket endorsement listing **SALFCS**. (**SALFCS**) as *Additional Insured* (General Liability and Automobile) and Waivers of Subrogation (General Liability, Automobile, and Workers’ Compensation). The form must list **SALFCS** as *Additional Insured*, not merely as ‘Certificate Holder’;
29. If at any time during the Term of this Contract, including any extensions of the Term, **CONTRACTOR** fails to maintain the required insurance in full force and effect, **SALFCS** shall

have the right to immediately terminate this Contract and require that all work under this Contract be discontinued immediately, and all payments due, or that may become due to the **CONTRACTOR**, shall be withheld until acceptable replacement coverage notice is received by **SALFCS**. In the event of insurance cancellation, **SALFCS** reserves the right, but is not obligated, to purchase insurance or insure (or self-insure) for the above required coverage, at the **CONTRACTOR's** full expense. In the event that **SALFCS** purchases such insurance, it will be deducted from the amount that is owed to **CONTRACTOR**.

30. Adhere to a drug-free, smoke free , alcohol free, drug free and weapons free work place policy, which may be monitored by the **SALFCS LPN** or other authorized **SALFCS EHS CCP** personnel;
31. Provide administrative materials and equipment including: landline telephone, fax machine, scanner, copy machine, and computer with internet accessibility. All equipment must be operable and maintained in good working condition throughout the program year;
32. Maintain attendance, personnel records, and fiscal (expenses and income) documents in accordance with generally accepted accounting procedures. Personnel records will be monitored on an ongoing basis. Should the need arise to analyze use of **EHS CCP** funds (due to low availability or poor condition of materials or presence of undesired/hazardous conditions in the home) **SALFCS** will request copies of receipts and ongoing expenses and those shall be made immediately available. Failure to provide the fiscal documents when requested for situations as those hereby listed, may result on cause for termination of the contracts.
33. The **CONTRACTOR** further agrees that materials, supplies and furniture purchased for areas used by children must be purchased from reputable vendors and must not be items bought from second hand stores, garage sales, or vendors who cannot provide the specifications for the materials, supplies and furniture, including information such as type of paint or compliance with the Consumer Safety Product Commission and/or the National Safety Standards for the product and its production.
34. Track subsidy status for children enrolled in the **EHS CCP** program. Notify **SALFCS** immediately if/when any of the **EHS CCP** families notify the **CONTRACTOR** that they (the families) received notification of no longer being eligible for child care subsidies.
35. Retain all financial records, statistical records, supporting documents, including attendance and sign in/sign out sheets signed by parents, and any other documents pertinent to this Contract for a period of 7 years following the end of the Contract, or if an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, the records shall be retained until resolution of the audit findings;
36. Assume all responsibility for costs incurred in the performance of the services included in this Contract, including acquisition of supplies, telephone, computer service, other expenses necessary, and compliance with government requirements;
37. Submit to **SALFCS EHS CCP** Director, or **SALFCS** Personnel, all requested management and program data for inclusion in **SALFCS HS/EHS CCP** Annual Report;
38. Maintain confidentiality – **CONTRACTOR** shall not use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with Head Start and State



human resource regulations, except on written consent of the recipient, or his/her responsible parent or guardian when authorized by law; and,

39. Comply with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act of 1973, and the American with Disabilities Act of 1990.

#### **D. CONTRACTOR STAFFING AND CREDENTIALING REQUIREMENTS<sup>1</sup>**

**The CONTRACTOR agrees to:**

1. Ensure that all direct instructional personnel (**Provider and assistants**) complete the State mandated trainings (Child Abuse and others, as required by the State of Illinois);
2. Ensure there is always at least one provider that has a CDA or, if agreed upon between **SALFCS** and **CONTRACTOR**, a provider who is actively working on obtaining a CDA credential.
3. Agree to have **CONTRACTOR's** personnel attend in-service training throughout the year, as designated by **SALFCS EHS CCP** Director, ECE Manager, Child Development Specialist, or other authorized **SALFCS EHS CCP** personnel (refer to section 2.2.I) for the number of hours of training expected for the Contractor and its staff.
4. Provide **SALFCS** with accurate and up-to-date records for all **CONTRACTOR's** assistants, substitutes and volunteers, including verification of necessary background screenings and Affidavits of Good Moral Character (Exhibit E). Background clearance for each of the **CONTRACTOR's** staff must be received by **SALFCS** **before** a new assistant or volunteer may begin working with **EHS CCP** children;
5. Notify **SALFCS EHS CCP** in writing, within two (2) working days of any/all personnel changes, or credential changes, of individuals working with **EHS CCP** children during the course of this Contract and provide to SAL (Child Development Specialist) with credentials on new **EHS CCP** staff(s);
6. Notify **SALFCS** staff when a child has not arrived after an hour from his/her regularly scheduled arrival time and parent has not contacted the **CONTRACTOR** to notify him/her of the absence, **SALFCS** staff will contact the parent and ensure the child and family are safe.
7. If an **EHS CCP** child is absent for two consecutive days without parent contact (unexcused absences) **CONTRACTOR** must, by 3:00 PM on the third day, email the assigned **SALFCS EHS CCP** Family Advocate;

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<sup>1</sup> In any/all instances related to staffing and credentialing of EHS staff, SALFCS reserves the right to deny a Provider's request to enter into a contract to provide EHS services and reserve the right to terminate an existing contract if a Teacher is used in an EHS classroom who formerly was a SALFCS personnel with a "Do Not Rehire" status;

8. Allow **SALFCS** Child Development Specialist, to regularly monitor curriculum compliance, conduct Classroom Assessment Scoring System (**CLASS**) observation to ensure that Head Start Performance Standards are being met and /or the ITERS (Infant and Toddler Environmental Rating Scale)/FCCERS (Family Childcare Environmental Rating Scale).
9. Any violation of Illinois Child Care Licensing Regulations will be reported to the corresponding entities, as required by law.

## **II. SCOPE OF SERVICES – SALFCS**

### **A. SALFCS SUPPORT RELATED TO EHS CCP CHILDREN**

#### **SALFCS will:**

1. Verify that **CONTRACTOR** is providing services for two hundred and thirty six (236) instructional days as outlined in their submitted Program Calendar.
2. **SALFCS** may enroll a total of \_\_\_\_\_ **EHS-CCP** children (“CONTRACTED SLOTS”) under this Contract.
3. **SALFCS** reserves the right to reassign any slot if it remains vacant for thirty (30) calendar days, without limitation.
4. **SALFCS's** Family Advocate will support with recruitment. It is **SALFCS's** responsibility to complete all enrollments and support the **CONTRACTOR** to maintain attendance. **SALFCS** will also ensure all enrolled children meet the **EHS-CCP** and, where/when applicable, the child are subsidy requirements
5. **SALFCS** will provide an **EHS CCP** parent *Daily Sign In Sheet* template to **CONTRACTOR**, along with instructions for use;
6. Assigned **SALFCS** Family Advocate will provide a scanner for attendance purposes and to scan necessary program documents.
7. Assign a Child Development Specialist (CDS) who will support the **CONTRACTOR** and, in collaboration with the **CONTRACTOR** to assure the timely delivery of high quality early childhood education services. The CDS will visit each HCCN home no less than every two weeks. Some visits will be announced, to monitor and verify compliance with the contractual requirements, identify **CONTRACTOR's** strengths, areas of interest and areas of continuous quality improvement.
8. Collaborate with **CONTRACTOR** and its staff to help children meet their individualized learning goals
9. Ensure the **CONTRACTOR** and its staff receive training to assist them in documenting individualization in lesson/activity plans with use of IEP goals and objectives to incorporate individualization in lesson plans.

10. Complete the referral forms, as necessary, and in compliance with **SALFCS** timelines, for any children who should receive additional testing, observations, evaluations due to possible developmental, social-emotional, health or nutrition concerns
11. Coordinate, schedule and communicate the dates for MDTs to **CONTRACTOR**
12. Support continuous and comprehensive child development services that facilitate the optimal growth and development of the enrolled children
13. Collaborate with **CONTRACTOR** to ensure a child's Individual Family Service Plan (IFSP) or Individual Education Plan (IEP) is aligned with the child's individualized learning plan and goals. Provide training, supports and guidance to **CONTRACTOR** to accommodate children with disabilities in the **CONTRACTOR**'s facility/setting
14. Provide health and nutrition information and consultation with **CONTRACTOR** as it relates to the needs of Early Head Start the ages served by the **EHS-CCP** program. This includes and is not limited to health and nutrition practices, healthy habits and Caring for Our Children, 4<sup>th</sup> Edition
15. Provide materials needed to complete daily dental hygiene activities every three months: toothbrushes, toothpaste, gloves, and gauze (for gum wiping).
16. Provide curriculum materials that meet EHS standards to strengthen the development of young children, and promote seamless transitions to pre-school and kindergarten.
17. Provide screening and assessment tools
18. Provide parent and caregiver workshops to strengthen relationship-based experiences and enhance child development.
19. Train **CONTRACTOR** on all related health and safety regulations, tools (Environmental Health and Safety) and applicable systems (record keeping, ongoing monitoring, reporting).
20. Conduct monthly Environmental Health and Safety Observations using **SALFCS**'s Health and Safety tools
21. Plan with the **CONTRACTOR** and schedule a mutually agreeable date to conduct sensory and other health screenings for children (vision, hearing, height and weight)
22. Provide the Creative Curriculum For Family Child Care Providers, 3<sup>rd</sup> Edition, materials and training so **CONTRACTOR** can successfully implement an effective and sustainable age-appropriate **EHS CCP** program;
23. Provide materials and training for using *Teaching Strategies GOLD™ Child Assessment Portfolio*;
24. Provide training and support using, **ASQs** so **CONTRACTOR** can accurately conduct developmental and sensory screening for each **EHS CCP** child within the required forty (40) calendar days of initial enrollment;

25. Provide materials, training, and support in the use of any other subsequent or substitute assessment or screening tool;
26. **SALFCS EHS CCP** Support Personnel will provide other templates and resources as applicable, along with instructions for use;

## **B. SALFCS SUPPORT RELATED TO EHS CCP FAMILIES**

### **SALFCS will:**

1. Visit the **CONTRACTOR** at least on a weekly basis, record attendance into ChildPlus, and scan copies of the sign in sheets for record keeping purposes. Provide supports to parent whose children may do not show up within an hour of their scheduled arrival time, miss more than 10% of the service days over a year period and/or those who miss 2 or more consecutive service days or have chronic or prolonged absences.
2. As part of the enrollment process, share and explain the attendance policy with families and provide an orientation to the comprehensive services, program option, including the Family child care option and the services provided by the **CONTRACTOR**
3. The Family Advocate and the CDS will function as the main point of contact with the **CONTRACTOR** and thus, will facilitate the communication between **CONTRACTOR**, other **SALFCS** staff and parents.
4. Provide training to enrolled **EHS CCP** parents, conducted by **SALFCS EHS CCP** Personnel in their area of expertise (Parent Engagement, Education, Health, Nutrition, Mental Health, and Disabilities),
5. Follow up with parents and provide the necessary supports to ensure program requirements are met and parents' understanding of the medical home, dental home, Early and Periodic Screening, Diagnosis, and Treat (EPSDT) schedule and well child care are increased as a result of the family's participation in the program. This includes offer families health and nutrition consultations, home visits, and workshops during the program year, and connect families with community resources to ensure the health and well-being of their children
6. Work within a positive partnership with parents for the benefit of the child and empower parents to be their child's lifelong educator.
7. Work with families to keep their child care subsidy contract active, apply to gain subsidy, renewal and/or re-instatement of such.
8. Work with **CONTRACTOR** and parents to begin transitioning children to Head Start or other preschool programs when a child reaches 3.5 years of age. Coordinate transition meetings and provide families with referrals and linkage to the Head Start and Pre-K programs in their neighborhood or other preschool programs as appropriate. Refer to child's Transition Plan.
9. **SALFCS** Staff will conduct 2 home visits per year to each enrolled family and planned those visits using the child development and child goals information provided by the **CONTRACTOR**.

10. Conduct monthly parent committee meetings;
11. Implement Program Governance requirements, and facilitate parent committee meetings and election for Policy Council Representatives.
12. Provide resource materials and ideas to assist **CONTRACTOR** in meeting their In-Kind requirement.
13. To ensure services are not interrupted for any reason, at any time during the family's participation in the **EHS CCP** program, **SALFCS** will assign a Family Advocate to the **EHS CCP** families enrolled in the **CONTRACTOR** HCCN Home. The Family Advocate will provide support, referrals, resources and services supportive of the family's development, self-sufficiency and well-being. This includes providing the necessary supports so families can maintain eligibility for the childcare subsidies and, assisting with the completion of the application and the forms necessary for the childcare subsidy recertification process.
14. Provide a Community Resource Directory and Family Handbook to parents;

**C. SALFCS SUPPORT RELATED TO CONTRACTOR ADMINISTRATIVE REQUIREMENTS**

**SALFCS will:**

1. Provide training and/or technical assistance to **CONTRACTOR** related to compliance with this contract, policies, procedures, information memoranda or policy clarifications from the Office of Head Start, In-Kind requirements, or regulations of the local monitoring agencies
2. Provide the templates of forms that the **CONTRACTOR** should use when preparing their Deliverables. Provide instructions on the use of the forms as necessary;
3. Provide guidance, quality improvement assistance, recommendations, and/or training requested by or recommended by authorized **SALFCS EHS CCP** personnel for the **CONTRACTOR**;
4. Conduct unannounced and/or announced site visits and provide recommendations to **CONTRACTOR**; and,
5. Conduct a program evaluation using *CLASS* or *FCCERS* and provide a *Quality Improvement Summary* indicating areas of strength, areas needing improvement, or items requiring corrective action
6. Provide trainings, or provide opportunities to attend Illinois Gateways-approved trainings, on (i) developmental screening and Assessment; (ii) Implementation of the Creative Curriculum; (iii) Family Child Care Environmental Rating Scale Revised (F CCERS-R); (iv) Head Start Performance Standards; (v) US Department of Agriculture's child and adult care food or demonstrate proof of training; (vi) Suspected Child Abuse; (vii) Effective communication with children 6 weeks to 5 years of age, and their families; (viii) Universal Precautions: safety, sanitation, hygiene and health practices; (ix) Classroom Assessment Scoring System; (x) Implementation of School Readiness Goals and Objectives; (xi) Child Development; (xii) Working with children with special needs; (xiii) infant, toddler and preschool age child

development; (xiv) safety, sanitation, hygiene, disinfection and health practices. Provide coaching and mentoring to **CONTRACTOR** to assure the implementation of the curriculum with fidelity. **SALFCS** staff will, at a minimum monitor curriculum implementation and fidelity, and provide support, feedback, for continuous improvement of its implementation through the system of training, technical assistance, monitoring, coaching, modeling and professional development..

7. Provide training, coaching, and mentoring on the Head Start Early Learning Child Outcomes Framework, Birth to Five and its relationship to curriculum, ongoing assessments and developmental screenings.
8. Provide training on early childhood services and experiences that are centered in nurturing, responsive, positive and individualized practices
9. **SALFCS** will evaluate **CONTRACTOR** and its staff using a selected assessment tools to observe and measure quality of adult/child interactions and social/emotional development support.
10. Provide to **CONTRACTOR**, staff, volunteers, and any other individual who has direct and ongoing contact with children, who are employed by **CONTRACTOR**, trainings facilitated on the following training topics:
  - a. Prevention and control of infectious diseases
  - b. Prevention of sudden infant death syndrome and use of safe sleeping practices
  - c. Administration of medication—consistent with the standards for parental consent
  - d. Prevention and response to emergencies due to food and allergic reactions
  - e. Building and physical premises safety, including identification of and protection from hazards, bodies of water, and vehicular traffic
  - f. Prevention of shaken baby syndrome, abusive head trauma, and child maltreatment
  - g. Emergency and disaster preparedness and response planning for emergencies
  - h. Handling and storage of hazardous materials and the appropriate disposal of bio contaminants

\*If **CONTRACTOR**, staff, volunteers, and any other individual who has direct and ongoing contact with children, who are employed by **CONTRACTOR**, are unable to attend the T/TA trainings provided by **SALFCS** specified above, **CONTRACTOR** may seek external trainings on the equivalent topics and must provide certification/proof of attendance\*

11. Provide to the **CONTRACTOR**, staff, volunteers, and any other individual who has direct and ongoing contact with children, who are employed by **CONTRACTOR** training on the following:
  - i. Safe sleep practices, including ensuring that all sleeping arrangements for children under 18 months of age use Safe sleep practices, including ensuring that all sleeping arrangements for children under 18 months of age use firm mattresses or cots, as appropriate, and for children under 12 months, soft bedding materials or toys must not be used;
  - ii. Indoor and outdoor supervision of children at all times;
  - iii. Only releasing children to authorized adults/guardians
  - iv. Appropriate toileting, hand washing, and diapering procedures are followed
  - v. Safe food preparation
  - vi. Exposure to blood and body fluids are handled consistent with standards of the Occupational Safety Health Administration

12. Review and provide feedback or approve, in writing, any policies, procedures and forms the **CONTRACTOR** has in place and which the **CONTRACTOR** intends to use in the daily work with enrolled children and families. This is done to ensure the **CONTRACTOR**'s policies and procedures meet or exceed the contractual and regulatory requirements as well as to ensure there is no contradiction of practices.
13. Provide training and technical assistance and develop a plan with **CONTRACTOR** to address any concerns, issues, or non-compliances found during the evaluation process and assist in the implementation of the changes where/as needed to assure changes are made within two weeks of the findings.
14. **SALFCS** will provide the emergency/disaster supplies to **CONTRACTOR**, to use with **EHS CCP** children when necessary.
15. Provide technical assistance as needed.

### **III. PAYMENTS**

#### **A. Payment**

##### **SALFCS will:**

1. Provide monthly payment to **CONTRACTOR** according to the following schedule:

<b>HCCN Education Level</b>	<b>Contracted Payment per Child per Month</b>
CDA	\$650
AA	\$675
BA	\$700

Payments will be made using the highest qualification obtained by the **CONTRACTOR** and Contractor's staff at the time of contract execution. In the event a teacher increases qualifications, **SALFCS** will adjust reimbursement the following month after documentation is received.

2. Payments for contracted slots during start-up and when vacancies occur: **SALFCS** will pay the **CONTRACTOR** the full amount for the contracted slots for the first 60 days of the contract regardless of enrollment. This is in recognition of the time the contractor and its staff will spend on preservice and preparing the environments for the **EHS CCP** services. The third month, the payment will be prorated based on the actual number of slots enrolled. The prorated payment will continue as such until the **CONTRACTOR** reaches full enrollment for the number of contracted slots. Once the **CONTRACTOR** reaches full enrollment, the payment for the **EHS CCP** program will remain the same every month EXCEPT when the **CONTRACTOR** and **SALFCS** are unable to fill a vacancy within 30 days. At that time, **SALFCS** may discontinue payment for the vacant slot(s) and may need to transfer the slot(s) to another **CONTRACTOR** in order to meet federal grant requirements. Should this be the case, the slot allocation will be adjusted and so will the payments. Payments for children who fill a vacancy that is past 30 days will be prorated based on the day they started.

3. Payments will be made to the **CONTRACTOR** by the 15th of the month, for services rendered the previous month, according to invoices submitted to **SALFCS**.
4. Any deviation from this payment method will be granted at the discretion of **SALFCS** through a Contract Amendment.
5. **SALFCS** requires **CONTRACTORS** to utilize direct deposit for payments.
6. Provide funds, up to \$475 per year, to support the ongoing professional development and attainment of higher educational qualifications on an annual basis.
7. Provide one-time funding for start-up of program. Start-up funding will cover the costs for:
  - a. Incidental renovations to prepare for infants and toddlers (may include minor renovations of spaces used by children, both indoor and outdoor, small refrigerator, paint, flooring, replacement of furniture and supplies, storage, and other minor updates and repairs, etc)
  - b. Outdoor play structure (such as mobile climbers, steps, and tunnels)
  - c. Learning materials to align with Creative Curriculum areas (furniture, manipulatives, drama items, and other classroom items)
  - d. Curriculum and Assessment Tools (Creative Curriculum, Ages and Stages Questionnaire, and Teaching Strategies Gold)
  - e. iPad pro
  - f. Personal Protection Equipment (PPE)
8. Provide child file forms and templates, such as forms for daily parent sign in, monthly attendance reporting, invoicing, weekly lesson planning, anecdotal recording, assessments, transition planning, and others as deemed necessary by **SALFCS**;
9. Provide an iPad to be used for ChildPlus Attendance and/or scanner equipment;
10. Provide all screening and curriculum assessment materials and training modules with staff attendance verifications to **CONTRACTOR**; and,
11. Refer eligible **EHS CCP** children to **CONTRACTOR** to reduce vacancies
12. Conduct the Eligibility process and determine the eligibility for **EHS CCP** children

#### **IV. START-UP**

- A. **Start-up Funds:** **SALFCS** I shall provide the **CONTRACTOR** with one-time, Start-up funds exclusively for the completion of minor/incidental renovations in the **CONTRACTOR**'s facility in order to meet Caring for Our Children Health & Safety requirements and/or acquire child materials, supplies and furniture.
- B. The **CONTRACTOR** agrees that Startup funds must be used to enhance the quality of the areas used to provide services to the **EHS CCP** children and, to assure environments that are clean, safe and healthy for children, families and staff.



- C. By accepting start-up funds, the **CONTRACTOR** hereby agrees to keep proof (before and after pictures, purchase receipts, invoices, and packing/delivery slips) of minor/incidental renovation(s), materials, and services purchased with Start-up funds awarded by **SALFCS**. Proof of completed incidental/ minor renovations shall be made available to **SALFCS** Early Head Start-Child Care Partnership (**EHS-CCP**) staff upon request. Examples of uses for the **EHS CCP** Start-up funds may include and may not be limited to:
1. Minor/incidental renovations in the **CONTRACTOR**'s facility may include adding non-structural walls to define child spaces, fixing any identified hazards in outdoor/indoor areas (so long as the repairs are not structural and not considered a requirement to inhabit the premises by local building codes and are not invasive or change the flow of existing utilities), addressing peeling paint, installing proper play structures and fall surfacing, removing splinters/sharp edges in indoor and outdoor spaces, and covering hazardous areas to ensure children's safety.
  2. The materials, furniture and supplies may include the purchase of tables, chairs, cubbies, storage sheds, bicycles, outdoor furniture, mobile play structures, and consumables.
- D. An individual Start-up budget will be developed between **SALFCS** and **CONTRACTOR**.

## **V. PAYMENT TERMS**

- A. **CONTRACTOR** will mail a monthly Invoice to **SALFCS** Accounts Payable, using the set per-child monthly fee as stated in section **IV. DELIVERABLES – SALFCS**. For prompt payment, **SALFCS** must receive invoices no later than the 2<sup>nd</sup> business day of the month following the provision of **EHS CCP** Services. Invoices must be submitted on **SALFCS EHS CCP** provided template and include:
- a) **CONTRACTOR**'s facility name, address and month of Service;
  - b) **CONTRACTOR**'s county where services were provided;
  - c) The names of each enrolled **EHS CCP** child and the original signature of an authorized agent of **CONTRACTOR**;
  - d) Set Monthly per child fee
  - e) Indicating any child vacancies, number of days the slot has been vacant, withdrawals

Invoices must be submitted to:

**SALFCS**  
BridgePointe Building  
1 Montgomery Drive  
Suite #31  
Moline, IL 61265

- B. No corrections will be made to invoices. **CONTRACTOR** will be contacted by telephone and informed of any discrepancy or calculation error. **CONTRACTOR** will be required to resubmit a corrected invoice (See above).
- C. Right to withhold: **SALFCS** shall have the right to withhold payment to the **CONTRACTOR** when, as determined by SAL and expressed in writing to the **CONTRACTOR**: (a) the **CONTRACTOR**'s performance under the Contract, in whole or in

part, either has not been carried out or is insufficiently documented; (b) **CONTRACTOR** has failed to sufficiently itemize or document its request(s) for payment or (c ), the **CONTRACTOR** failed to maintain the required insurance. **SALFCS** shall provide such written notification to **CONTRACTOR** within ten (10) business days of receipt of **CONTRACTOR**'s invoice. The writing shall include specific facts/details supporting **SALFCS**'s decision to withhold payment and reference the specific provisions of this Contract, in the opinion of **SALFCS**, which **CONTRACTOR** has not met, provide **CONTRACTOR** an opportunity to respond and set a meeting within thirty (10) days to address and resolve the issues raised by SAL. If SAL and **CONTRACTOR** are not able to resolve the issue(s) raised, then either party may utilize the dispute resolution provisions set forth in this Contract.

- D. **Non-Reimbursable Costs:** The following costs are not considered allowable and reimbursable under the Contract, and **CONTRACTOR** shall not invoice for such costs: staff costs for non-travel related food expenses, bad debts and any related legal costs, contributions, entertainment costs, fines or penalties, costs incurred after the Contract has been terminated (except as otherwise provided in the Contract), fundraising costs, investment management costs, incorporation costs or consulting costs related to incorporation, State and Federal income taxes, and costs incurred in prior or future years outside the realm of this Contract.

## **VI. CONTRACT TERMS**

- A. **CONTRACTOR** will diligently, conscientiously and competently uphold and perform the promises and representations made in its response to REQUEST FOR PROPOSAL EHS CCP #----- on or about -----.

### **B. TERMINATION:**

*Failure to comply with any of the requirements listed on this contract may be grounds for termination of this Contract.*

1. **Breach:** **SALFCS** may, by written notice to **CONTRACTOR**, terminate this Contract for breach of its provisions upon twenty-four (24) hours' notice to **CONTRACTOR**. Said notice shall be delivered by Certified mail, return receipt requested, to the address at which **CONTRACTOR** receives payment, or in person with proof of delivery. Waiver of breach of any provision of this Contract by **SALFCS** shall not be deemed to be a Waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit **SALFCS**'s right to remedies at law or to damages;
2. **Lack of Funds:** In the event funds to finance this Contract become unavailable, **SALFCS** may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the **CONTRACTOR**. Said notice shall be delivered by Certified mail, return receipt requested, or in person with proof of delivery. **SALFCS** shall be the final authority as to the availability of funds;
3. **At Will:** This Contract may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by Certified mail, return receipt requested, or in person with proof of delivery;

4. Suspension of License: In the event that **CONTRACTOR**'s license is suspended or revoked or if **CONTRACTOR** is unable to verify a current license, this Contract will terminate immediately;
5. Obligation upon Termination: If this Contract is terminated for any reason, the obligation of **SALFCS** shall be limited to payment of services provided in accordance with the Contract prior to the date of termination.

#### **C. ASSIGNMENTS AND SUBCONTRACTS:**

1. **CONTRACTOR** shall not assign or subcontract the responsibility of this Contract to another party for any of the work contemplated under this Contract without prior written approval of **SALFCS**;
2. No such approval by **SALFCS** of any assignment or subcontract shall be deemed acceptable in any event or in any manner to provide for the incurrence of any additional obligations of **SALFCS**;
3. Only at the sole discretion of **SALFCS** may **CONTRACTOR** be released from its obligations under this Contract.

#### **D. INDEMNIFICATION:**

1. It is understood and agreed that by the acceptance of this Contract, **CONTRACTOR** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONTRACTOR** under or in connection with this Contract or the performance or failure to perform any work required by the Contract;
2. **CONTRACTOR** shall deem harmless and indemnify **SALFCS** from and against any and all claims, losses or expenses, including but not limited to, counsel fees, which they may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damages, real or alleged, and **CONTRACTOR** shall, upon written demand by **SALFCS** assume and defend, at **CONTRACTOR**'s sole cost and expense, any and all such suits or defense of claims.

#### **E. MODIFICATION:**

1. Modification of provisions of this Contract shall only be valid when they have been produced in writing, duly signed and dated by the parties;
2. **CONTRACTOR** is considered a vendor and not an employee of **SALFCS**. As such, **CONTRACTOR** shall be responsible for paying any/all payroll taxes and maintaining required insurance coverage incurred under this Contract.

#### **F. NOTICES**

Upon change of representatives (name, address, and telephone numbers) by either party, notice shall be provided in writing to the other party and said notification shall be attached to originals on this contract.

Notices required to be given to **SALFCS** by this contract shall be given to:

**SALFCS**  
BridgePointe Building  
1 Montgomery Drive  
Suite #31  
Moline, IL 61265

Notices required to be given to **CONTRACTOR** by this contract shall be given to contact person and address as listed on cover page of this contract.

**G. RENEGOTIATION:**

1. The parties agree to renegotiate this Contract if Federal revision of any applicable laws, regulations, program requirements or budget allocations, makes changes in this Contract necessary;
2. **SALFCS** shall be the final authority as to the availability of funds for this Contract due to Federal revisions of any applicable laws, regulations or budget allowances.

**H. PROPERTY RIGHTS:**

1. Any evaluation instruments or products that are developed as a result of this Contract shall become the exclusive property of **SALFCS**;
2. Any materials and equipment placed in the center by **SALFCS** revert to **SALFCS** upon termination of this Contract.

**I. LITIGATION:**

In the event of litigation arising out of this Contract, the prevailing party shall be entitled to recovery of its reasonable attorney's fees and costs.

**J. VENUE FOR DISPUTES:**

Venue for the interpretation and enforcement of this Contract and for the resolution of any disputes shall lie in Illinois, County of Rock Island.

**K. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of Illinois.

**L. MEDIATION**

All controversies, claims, and other matters in question between the parties arising out of or relating to this Contract or its breach shall be settled as follows:

3. The parties will have thirty (30) days from the date a dispute arises between them to attempt to resolve this matter through mediation. The parties agree to cooperate in implementing this procedure. However, either party may withdraw at any time from dispute resolution upon

written notice to the other party and pursue other legal remedies.

4. "Mediation" is a process in which the parties attempt to resolve a dispute by submitting to an impartial mediator who facilitates the resolution of the dispute, but who is not empowered to impose settlement on the parties. Mediation will be conducted in accordance with mediation provisions of the State of Illinois ;
5. The mediator will be a mediator certified by the State of Illinois Supreme Court in compliance Illinois Statutes. The parties will equally divide the mediation fee, if any.

#### **M. INDEPENDENT CONTRACTOR**

- a. The Parties agree the relationship created by this Contract is that of independent **CONTRACTOR**. **CONTRACTOR** is not an agent or employee of **SALFCS** and is not granted any right or authority to assume or to create any obligation or responsibility, expressed or implied, on behalf of or in the name of **SALFCS** or to bind **SALFCS** in any manner. **CONTRACTOR** is not entitled to the benefits provided by **SALFCS** to its employees, including but not limited to pension plans, health insurance, vacation, workers' compensation insurance and unemployment insurance. **CONTRACTOR** agrees that he/she, or it shall be fully responsible for the payment of all federal, state, and local taxes on any payment paid to **CONTRACTOR**. **CONTRACTOR** assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment with **CONTRACTOR**.
- b. **CONTRACTOR** will maintain respect and promote professional relationships with **SAL**, families, staff and children.

#### **N. NON-EXCLUSIVITY**

- a. During the Term of this Contract, **SALFCS** may, independent of its relationship with **CONTRACTOR**, and without breaching this Contract or any duty owed to **CONTRACTOR**, contract with other individuals and entities to render the same or similar services as **CONTRACTOR** is rendering for **SALFCS** , independent of its relationship with **CONTRACTOR**. Further, during the Term of this Contract, **CONTRACTOR** may, independent of his, her, or its relationship with **SALFCS** , and without breaching this Contract or any duty owed to **SALFCS** , contract with other individuals and entities to provide the same or similar services as **CONTRACTOR** is providing for **SALFCS**, independent of its relationship with **SALFCS**.

#### **O. ASSIGNMENT**

- a. **CONTRACTOR** shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of **SALFCS** . If prior written consent is not given by **SALFCS** to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, **CONTRACTOR** shall not subcontract the work to be performed pursuant to this Contract without prior written approval of **SALFC** . This Contract shall be binding on, and inure to the benefit of, each party's heirs, executors,

administrators, successors, and permitted assigns.

**P. INTEGRATION**

- a. This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

**Q. MODIFICATION AND AMENDMENT TO CONTRACT**

- a. Except as otherwise provided in this Contract, this Contract cannot be modified or any performance, term, or condition waived in whole. Notwithstanding the forgoing, it is expressly understood and agreed that SAL may unilaterally modify the whole or in part upon reasonable notice to **CONTRACTOR** whenever such action is required to accommodate any change in any applicable local, state, or federal laws, regulations, rules, policies, or grant terms providing funding under this Contract.

**R. SEVERABILITY / WAIVER**

- a. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- b. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

**S. PROPER USE OF DIGITAL DEVICES ISSUED BY SALFCS**

- a. **ACCEPTABLE USE.** SALFCS digital devices are provided for the benefit of the **EHS-CCP** program and are to be monitored and used only in that pursuit. **CONTRACTOR** is not permitted to use SAL issued digital devices for personal use
- b. **UNACCEPTABLE USE.** The digital devices must not be used, for personal use, including the use of the following: (1) for personal gain or the advancement of individual views; (2) to express personal opinions on the intranet or internet; (3) to solicit any non- **SALFCS** business or activities; or (4) to play games during the **CONTRACTOR**'s business hours. Further, a User must not send e-mail or other communication that either mask personal identity or indicate that someone else sent it. The User may only access the libraries, files, data, programs, and directories that are related to the provision of **EHS-CCP** services. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or improper use of information obtained by unauthorized means, is prohibited.
  - b. Sending, saving, or viewing offensive material is also strictly prohibited. Messages stored and/or transmitted by the digital device must not contain content that may reasonably be considered offensive to families, children,

**SALFCS** staff, other **CONTRACTORS** or any other person. Offensive material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, religion, sex, age, national origin, sexual orientation, ancestry, physical or mental disability, veteran status, as well as any other category protected by federal, state, or local laws. Any use of the internet/world wide web, intranet, or electronic bulletin board to harass or discriminate is unlawful and strictly prohibited by **SALFCS** service. **SAL** RESERVES THE RIGHT TO IMMEDIATELY TERMINATE CONTRACT WITH CONTRACTOR IF ANY UNACCEPTABLE USE WAS FOUND TO HAVE OCCURRED

c. **GUIDELINES FOR PROPER CARE OF DIGITAL DEVICES** issued by **SALFCS** to **CONTRACTOR**.

- i. Do not leave the Digital device exposed to direct sunlight;
- ii. Do not drop the Digital device or allow it to fall;
- iii. Unplug the Digital device during electrical storms;
- iv. Care appropriately for any electrical device;
- v. Do not attempt to repair a damaged or malfunctioning Digital Device
- vi. Do not allow children to play on the Digital device;
- vii. Do not leave the Digital device unattended;
- viii. Do not leave the Digital device in any unlocked home, office, classroom or car.

**T. ATTORNEY'S FEES**

- a. Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

**U. COMPLIANCE WITH LAW**

- a. **CONTRACTOR** shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. **CONTRACTOR** warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by **SALFCS**, provide evidence of same. **CONTRACTOR'S** failure to comply with Federal and

State, and local laws and regulations, which may result in lawsuits or claims by current or former employees of the **CONTRACTOR**, shall be grounds for immediate termination of this Contract by **SALFCS**.

## **V. FORCE MAJEURE**

- a. In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

## **W. GOVERNING LAW/FORUM SELECTION**

- a. This Contract is made, entered into and executed in Rock Island County, Illinois and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Rock Island County, Illinois. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of Illinois.

## **X. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

- a. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

## **Y. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)**

By executing this Contract, **CONTRACTOR** certifies to the best of its knowledge and belief that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or Agency;
- ii. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal,



State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.1.2 above, of this certification; and,
- iv. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default

## **Z. SUPERCESSION AND EXECUTION REQUIREMENTS**

- a. This Contract supersedes, invalidates and rescinds all other prior Contracts between **SALFCS** and **CONTRACTOR**.
- b. Proper signatures required for execution of this instrument will be by original signature.

## **AA. CAPTIONS**

32.1. Titles or captions contained in this Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of the Contract or the intent of any provision hereof.

## **BB. CONFLICT OF INTEREST**

33.1 The **CONTRACTOR** agrees to abide by the Conflict of Interest procedures (Refer to **Exhibit C**) and report any potential conflict of interest as soon as it is identified.

INTENTIONALLY LEFT BLANK

**CC. ALL TERMS AND CONDITIONS INCLUDED**

This contract and any attachments as referenced, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or Contracts, either verbal or written, between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of this contract shall remain in full force and effect, and such term or provisions shall be stricken.

**VII. SIGNATURES**

**IN WITNESS THEREOF**, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**SAL Family and Community Services**

Printed Name of  
**CONTRACTOR**

\_\_\_\_\_  
CEO

Date Signed \_\_\_\_\_

\_\_\_\_\_  
Title

Date Signed \_\_\_\_\_

**CONTRACTOR** Federal ID or SS  
Number \_\_\_\_\_

## VIII. GLOSSARY of ACRONYMS

<b>SALFCS</b>	<b>SAL Family and Community Services</b>
CAP	Corrective Action Plan
CCFP	Child Care Food Program
CDA	Child Development Associate
CLASS	Classroom Assessment Scoring System
DAP	Developmentally Appropriate Practice
<b>EHS CCP</b>	Early Head Start Child Care Partnerships
ECD	Early Childhood Development
ECE	Early Childhood Education
ECLKC	Early Childhood Learning and Knowledge Center ( <a href="http://eclkc.oEHS.acf.hEHS.gov/EHSlc">http://eclkc.oEHS.acf.hEHS.gov/EHSlc</a> )
FA	Family Advocate
FCCERS	Family Child Care Environmental Rating Scale
FPA	Family Partnership Contract
IFSP	Individualized Family Service Plan
ITERS	Infant and Toddler Environmental Rating Scale
PC	Policy Council
PDPP	Professional Development Program Plan
SR	School Readiness
USDA	United States Department of Agriculture

**Exhibit A:**  
**STANDARDS OF CONDUCT**

**CONTRACTOR**, and his/her staff and volunteers must abide by these standards of conduct. The **CONTRACTOR** will not allow anyone who does not abide by the standards to continue to work with the children. If the **CONTRACTOR** does not abide by the standards, the contract will be terminated. The **CONTRACTOR** and his/her staff must:

- Ensure that no child is left alone or unsupervised (both visual and auditory) while under their care.
- Respect the unique identity of each child and family and refrain from stereotyping on the basis of gender, race, ethnicity, culture, religion, or disability.
- Implement positive strategies to support children's well-being and prevent and address challenging behavior;
- Not engage in corporal punishment, emotional or physical abuse, or humiliation. In addition, they will not employ methods of discipline that involve isolation, the use of food as punishment or reward, or the denial of basic needs.
- Not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:
  - (A) Use corporal punishment;
  - (B) Use isolation to discipline a child;
  - (C) Bind or tie a child to restrict movement or tape a child's mouth;
  - (D) Use or withhold food as a punishment or reward;
  - (E) Use toilet learning/training methods that punish, demean, or humiliate a child;
  - (F) Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
  - (G) Physically abuse a child;
  - (H) Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or,
  - (I) Use physical activity or outdoor time as a punishment or reward;

- Respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition;
- Ensure no child is left alone or unsupervised while under their care.
- Adhere to Personnel policies and procedures which must include appropriate penalties for staff, consultants and volunteers who violate the standards of conduct.
- **Follow SALFCS confidentiality policies concerning information about the children.** At a minimum, **CONTRACTOR** shall comply with SALFCS’s Confidentiality policies, unless the **CONTRACTOR** has in place a confidentiality policy that meets or exceeds that of SALFCS which includes the applicable sections and understand the Family Educational Rights and Privacy Act (“FERPA”), as well as the Health Insurance Portability and Accountability Act (“HIPAA”) and Personal Identifiable Information.

**In order to assure and maintain confidentiality for all families and children at all times and to assure SALFCS meets requirements related to confidentiality and exchange of information as stipulated by the applicable laws and regulations, whenever information is exchanged between the CONTRACTOR, SALFCS staff, service provider, community partners, Head Start/preschool programs or any other entity, the CONTRACTOR and SALFCS must first secure the proper authorizations to exchange information. Information will and must only be shared on a “Need to Know” basis. The reasons for the CONTRACTOR to receive or share information must be for the purposes of carrying out their responsibilities for planning/developing services for a child/family. Any information shared with the CONTRACTOR by SALFCS will also be shared on a “Need to Know” basis. The information the CONTRACTOR requests or is provided by SALFCS must impact the CONTRACTOR’s ability to make decisions, problem-solve, perform the deliverables listed on Exhibit “B” of this Contract and/or maintain the safety of children, families, the CONTRACTOR and SALFCS staff. The CONTRACTOR is advised that the relationship with families served under the EHS-CCP Contract is a professional relationship. Therefore, the confidentiality policies, procedures and the “Need to Know” principle must always be followed.**

- Maintain a standard of honesty and trust with SAL staff. Any form of non-compliance shall be communicated to SAL staff as a matter of transparency.

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Contractor Signature

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Contractor Name

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Contractor staff signature

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Contractor staff name

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Contractor staff signature

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Contractor staff name

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Contractor staff signature

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Contractor staff name

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Contractor staff signature

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Contractor staff name

\*Attach additional pages if necessary.

**Exhibit B:**  
**RETURN OF EQUIPMENT, MATERIALS AND SUPPLIES, IMPROVEMENTS TO REAL  
PROPERTY AND FACILITIES**

Funding for the **EHS CCP** program is provided to **SALFCS** by the Office of Head Start (OHS), Administration for Children and Families and therefore, any supplies, materials, furniture and equipment determined to be Tangible Property, purchased with funding provided by the Office of Head Start, shall be used for the intended purposes.

**When SAL orders materials, supplies and equipment, the following shall apply:**

- a. **Materials and Supplies having a value of Under \$500 per unit:** In the event that this Contract is terminated by either party for any reason whatsoever within the first thirty-six (36) months of this Contract, **CONTRACTOR** shall return to **SALFCS** any and all unused materials and supplies provided by **SALFCS** or paid for by **SALFCS** funds, which have a value under Five Hundred Dollars (\$500.00). **CONTRACTOR** shall not be required to return materials and supplies which have a value under Five Hundred Dollars (\$500.00) in the event that this Contract is terminated after thirty-six (36) months.
- b. **Equipment, Materials, and Supplies having a value of over \$500 and less than \$4,999 per unit Using SAL, Federal or State Funds:** When materials and supplies are purchased with **SALFCS**, Federal or State funds, and the Contract is terminated by either party for any reason whatsoever within the first forty-eight (48) months of this Contract, **CONTRACTOR** shall return to **SALFCS** any and all unused materials and supplies provided by **SAL** or paid for by **SAL** funds, which have a value over Five Hundred Dollars (\$500.00). **CONTRACTOR** shall not be required to return materials and supplies which have a value over Five Hundred Dollars (\$500.00) in the event that this Contract is terminated after forty-eight (48) months.
- c. **Equipment with value of \$5,000 or more :** Any and all equipment purchased with Federal/State funds, and for which the delivery was arranged by **SALFCS** to the **CONTRACTOR**'s facility, title in such equipment shall vest in **SALFCS**, as the grantee. In the event the contract is terminated, the **CONTRACTOR** must return the equipment following the guidelines of Contract Closure/Termination provided by **SALFCS** at the time the contract is ended.
- d. **Retention of materials and supplies after contract termination:** **SALFCS** may, at its sole and absolute discretion and after obtaining approval from OHS, may provide written authorization for the **CONTRACTOR** to retain such materials and supplies for the Contractor's own use if a fair compensation is paid to **SALFCS** for federal/State's share of the cost of the materials and supplies. Fair compensation shall be determined by using the Federal share of original acquisition cost, less depreciation, computed on a straight-line method over the estimated useful life expectancy of the materials and supplies.



- e. Disposition of material, supplies and equipment: **CONTRACTOR** may dispose of obsolete materials and supplies and remove the asset at its recorded value only after receipt of written approval from **SALFCS**. If the sale of equipment originally purchased with **SALFCS** funds occurs, the proceeds from the sale of the equipment must be returned to **SAL**. If **CONTRACTOR** no longer has a contract with **SALFCS**, **CONTRACTOR** shall dispose of the equipment in accordance with written directions from **SALFCS**, and in accordance with the terms and conditions of this Contract.
- f. When the Contractor purchases equipment, materials, and supplies (non-reimbursement basis) with funds paid to the **CONTRACTOR** as part of the payment for the services provided, the Contractor shall become the owner of said materials, equipment, and supplies.
- g. **Improvement to Real Property and Facilities:** Notwithstanding anything to the contrary in this Contract, if/when funds provided through this contract are used to improve real property or child care facilities in order for the Contractor's facility to be safe and provide a healthy environment, any such improvements shall belong to **CONTRACTOR**, and **CONTRACTOR** shall not be required to remove such improvements when this Contract terminates.
- h. **Purchase of materials, supplies and equipment and contract compliance:** The **CONTRACTOR** further understands that placement of children, purchases of materials, supplies and equipment as well as disbursement for any minor improvements to the **CONTRACTOR**'s facility during start up or at any time during the contracted period is subject to compliance with this contract and its accompanying exhibits, as determined by **SALFCS** and the development and execution of a Contract Amendment between **SALFCS** and the **CONTRACTOR**.

By affixing my signature below, I certify I have reviewed this **Exhibit B**, Return of equipment, materials and supplies, improvements to real property and facilities and agree to the terms and conditions of this Exhibit.

---

CONTRACTOR Signature

Print Name

Date

**Exhibit C:  
CONFLICT OF INTEREST**

A conflict of interest occurs whenever any individual who has control or substantial influence over the affairs of **SALFCS**, **EHS CCP** contracts, or any family member of the **CONTRACTOR**, is involved in a situation where the affairs of **SAL** may conflict or may create an appearance of conflict, with the **CONTRACTOR**'s personal interest(s).

The **CONTRACTOR** is required to minimize conflicts of interest by disclosing of any relationships, positions, or circumstances that could be deemed contributory to a possible conflict of interest as described above. For the purposes of this contract, an immediate family member is the **CONTRACTOR**'s spouse, domestic partner, child, spouse of a child, mother, father, brother, sister, or spouse of a brother or sister.

1. *Enrollment of the **CONTRACTOR**'s child and/or an immediate family member into the **SALFCS**, **EHS CCP** program:* In alignment with the philosophy and requirements of the **EHS CCP** Program, children of working families, including children of the **CONTRACTOR** and those immediately related, must meet the eligibility of the Early Head Start program. The **CONTRACTOR** agrees that no exceptions to this clause will be made at any point during the contracting period.
2. Furthermore, to avoid any potential or perceived conflict of interest and/or influencing of decisions, **SALFCS** agrees that staff members who have direct control and/or authority over payments, monitoring results, evaluation of contract performance and contract renewal and termination may not enroll their own child or a child considered his/her immediate family member, at any time, under any circumstances with current **CONTRACTORS**. For the purposes of this Contract, a person with authority or control over payments and contracts is defined as one who approves and/or signs invoices or one who is directly responsible for ongoing monitoring, contract performance, negotiating contracts and/or contract amendments with the **CONTRACTOR**.
3. **SALFCS** Staff's children, or children considered an immediate family member of staff other than those with authority over contracts and payments may be enrolled IF the child meets the eligibility requirements set forth by the **SALFCS**'s Eligibility Policies and Procedures.

By affixing my signature below, I certify I have reviewed this Conflict of Interest Statement and agree to the terms and conditions of this Statement.

---

CONTRACTOR Signature

Print Name

Date

**Exhibit D:  
CONTRACTOR CHECKLIST**

**Contractor name:** \_\_\_\_\_

**Name of Facility:** \_\_\_\_\_

**Initial Contract Documents** (only at the time the CONTRACTOR is selected and vetted)

\_\_\_\_\_ Completed Family Child Care Provider Application

\_\_\_\_\_ Copies of CCL Visits for last three years

\_\_\_\_\_ Copy of Taxes (1<sup>st</sup> and 2<sup>nd</sup> pages)

\_\_\_\_\_ Copy of License. License Number \_\_\_\_\_

**Annual Contract Forms**

\_\_\_\_\_ Annual Executed Contract which includes language regarding liability insurance,  
debarment and to include “hold harmless”

\_\_\_\_\_ Standards of Conduct (Exhibit A)

\_\_\_\_\_ Return of Equipment, Materials and Supplies, Improvements to Real Property and Facilities  
(Exhibit B)

\_\_\_\_\_ Conflict of Interest (Exhibit C)

\_\_\_\_\_ Contractor Checklist (Exhibit D)

\_\_\_\_\_ Affidavit of Moral Character (Exhibit E)

\_\_\_\_\_ Amendment to Service Delivery during Community Emergencies or Emergency Disasters

- \_\_\_\_\_ Debarment form
- \_\_\_\_\_ Confidentiality agreement
- \_\_\_\_\_ Contractor Acknowledgement
- \_\_\_\_\_ Copy of the annual License Renewal Fee Paid (Annual)
- \_\_\_\_\_ Copy of liability insurance (Place in file) Expiration Date: \_\_\_\_\_
- \_\_\_\_\_ Parent Contract, if one developed by the CONTRACTOR
- \_\_\_\_\_ Parent Handbook, if one developed by the CONTRACTOR
- \_\_\_\_\_ Calendar of Services and Closures
- \_\_\_\_\_ Clearance for Pets and Immunization Record (if applicable)
- \_\_\_\_\_ Copy of Medication Administration, if one developed by the CONTRACTOR
- \_\_\_\_\_ Copy of Band aid/ Ouchy Report, if one developed by the CONTRACTOR
- \_\_\_\_\_ Copy of Accident Report, if one developed by the CONTRACTOR

**Annual of as changes occur (whichever occurs first)**

- \_\_\_\_\_ Standard of Conduct
- \_\_\_\_\_ Staff Roster (Licensing Form LLC-500)
- \_\_\_\_\_ DOJ/Child abuse and neglect clearance date (Roster).
- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- \_\_\_\_\_ Staff working hour schedule

## Health requirements documentation with the frequency listed and/or required by CCLD

\_\_\_\_\_ TB clearance: Required every 4 years for CONTRACTOR and all its staff

If chest radiograph is obtained and a certificate from a health provider states that he or she is free of communicable tuberculosis no longer is it required to complete the TB risk assessment.

1. \_\_\_\_\_ Clearance Date: \_\_\_\_\_
2. \_\_\_\_\_ Clearance Date: \_\_\_\_\_
3. \_\_\_\_\_ Clearance Date: \_\_\_\_\_
4. \_\_\_\_\_ Clearance Date: \_\_\_\_\_

\_\_\_\_\_ Influenza (place in file)

- a. a copy of immunization record dated between August 1 and December annually
- b. a statement from the physician that there is a medical reason not to vaccinate
- c. a statement from the physician that the consultant is already immune to influenza

1. \_\_\_\_\_ Date: \_\_\_\_\_
2. \_\_\_\_\_ Date: \_\_\_\_\_
3. \_\_\_\_\_ Date: \_\_\_\_\_
4. \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Pertussis (whooping cough) (place in file)

1. \_\_\_\_\_ Date: \_\_\_\_\_
2. \_\_\_\_\_ Date: \_\_\_\_\_
3. \_\_\_\_\_ Date: \_\_\_\_\_
4. \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Measles (place in file)

1. \_\_\_\_\_ Date: \_\_\_\_\_

2. \_\_\_\_\_ Date: \_\_\_\_\_

3. \_\_\_\_\_ Date: \_\_\_\_\_

4. \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Health Examination Clearance. Required every 4 years

1. \_\_\_\_\_ Date: \_\_\_\_\_

2. \_\_\_\_\_ Date: \_\_\_\_\_

3. \_\_\_\_\_ Date: \_\_\_\_\_

4. \_\_\_\_\_ Date: \_\_\_\_\_

**Professional Qualification Verification** (Teacher Permit or Copy of College awarded Degree (Due at the time of contract or, as CONTRACTOR updates permit or obtains a higher degree)

1. \_\_\_\_\_ Valid from \_\_\_\_\_ to \_\_\_\_\_ Degree: \_\_\_\_\_

2. \_\_\_\_\_ Valid from \_\_\_\_\_ to \_\_\_\_\_ Degree: \_\_\_\_\_

3. \_\_\_\_\_ Valid from \_\_\_\_\_ to \_\_\_\_\_ Degree: \_\_\_\_\_

4. \_\_\_\_\_ Valid from \_\_\_\_\_ to \_\_\_\_\_ Degree: \_\_\_\_\_

**First Aid/CPR**

1. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_

2. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_

3. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_

4. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_

**Annual Illinois Child Abuse Mandated Reporter On Line Training for Child Care Providers (AB1207)**

1. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_
2. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_
3. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_
4. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_

**Annual Illinois Child Abuse Mandated Reporter On Line Training for Child Care Providers (General Training)**

1. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_
2. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_
3. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_
4. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_

**Preventive Health & Safety Class:** Total of 15 hours that includes trainings on Cardiopulmonary Resuscitation Certification, Basic First Aid, and Food Safety and Sanitation (due based on valid date)

1. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_
2. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_
3. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_
4. \_\_\_\_\_ Date Completed: \_\_\_\_\_ Valid Period: \_\_\_\_\_

**Exhibit E:**  
**AFFIDAVIT OF GOOD MORAL CHARACTER**

Name \_\_\_\_\_

County of \_\_\_\_\_

As a Contractor for SALFCS Early Head Start Child Care Partnership contract, I affirm and attest under penalty of perjury that I meet the moral character requirements to work with children and families, as required by State and Federal Statutes in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the State or Federal Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

- ☐ sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- ☐ sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- ☐ adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- ☐ criminal offenses that constitute domestic violence, whether committed in Illinois or another jurisdiction
- ☐ murder
- ☐ manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
- ☐ vehicular homicide
- ☐ killing an unborn quick child by injury to the mother
- ☐ assault, battery, and culpable negligence, if the offense was a felony
- ☐ assault, if the victim of offense was a minor
- ☐ battery, if the victim of offense was a minor
- ☐ kidnapping
- ☐ false imprisonment



- ☐ luring or enticing a child
- ☐ taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- ☐ carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- ☐ exhibiting firearms or weapons within 1,000 feet of a school
- ☐ possessing an electric weapon or device, destructive device, or other weapon on school property
- ☐ sexual battery
- ☐ prohibited acts of persons in familial or custodial authority
- ☐ unlawful sexual activity with certain minors
- ☐ prostitution
- ☐ lewd and lascivious behavior
- ☐ lewdness and indecent exposure
- ☐ arson
- ☐ burglary
- ☐ voyeurism, if the offense is a felony
- ☐ theft and/or robbery and related crimes, if a felony offense
- ☐ fraudulent sale of controlled substances, if the offense was a felony
- ☐ abuse, aggravated abuse, or neglect of an elderly person or disabled adult
- ☐ lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- ☐ exploitation of disabled adults or elderly persons, if the offense was a felony
- ☐ incest
- ☐ child abuse, aggravated child abuse, or neglect of a child
- ☐ contributing to the delinquency or dependency of a child
- ☐ negligent treatment of children

- ☐ sexual performance by a child
- ☐ resisting arrest with violence
- ☐ depriving a law enforcement, correctional, or correctional probation officer means of protection or communication aiding in an escape
- ☐ aiding in the escape of juvenile inmates in correctional institution
- ☐ obscene literature
- ☐ encouraging or recruiting another to join a criminal gang
- ☐ drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
- ☐ sexual misconduct with certain forensic clients and reporting of such sexual conduct
- ☐ inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- ☐ escape
- ☐ harboring, concealing, or aiding an escaped prisoner
- ☐ introduction of contraband into a correctional facility
- ☐ sexual misconduct in juvenile justice programs
- ☐ contraband introduced into detention facilities

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while Contracted with SALFCS, I must immediately notify SALFCS's EHS CCP Director of any arrest and any changes in my criminal record involving any of the above listed provisions of State or Federal Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses**. I understand, under penalty of perjury, that as a CONTRACTOR, I hold a position of trust and responsibility and as such, I shall attest to meeting the

requirements for qualifying for contract and agreeing to inform SALFCS immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from contract consideration and, if I am selected as a CONTRACTOR, may be grounds for termination or denial of an exemption at a later date.

I further understand that, if selected as a CONTRACTOR, I will be responsible for ensuring any and all my employees will complete an AFFIDAVIT OF MORAL CHARACTER and I will deliver copies of said AFFIDAVIT to SALFCS prior to contract execution.

SIGNATURE OF CONTRACTOR: \_\_\_\_\_

**Sign Above OR Below, DO NOT Sign Both Lines**

To the best of my knowledge and belief, **my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record.** (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF CONTRACTOR: \_\_\_\_\_