

HEAD START/EARLY HEAD START SERVICES AGREEMENT

BETWEEN

CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION (RPC)
1776 E. Washington Street
Urbana, IL 61802

AND

NaNa's Daycare
Name of Child Care Center or Business

Licensed Name (If different from above)
601 Bel Place, Rantoul IL, 61866
Address

Pamela Henricks
Name of Owner/Operator

217-721-0726
Phone Number

License Number-539945-03
Expiration Date- 4/21/2024

CONTRACT TERM

February 15, 2023 – July 31, 2023

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 CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION, hereinafter referred to as RPC, and Pamela Henricks, hereinafter referred to as PROVIDER for Head Start (HS)/Early Head Start (EHS) services effective February 15, 2023, or upon execution of this contract, whichever is later, and ending on July 31, 2023.

RPC will have the option to renew this contract for up to one additional twelve-month term or for a specific term period, upon written notification to PROVIDER prior to termination of initial term and each term thereafter. Each notification must be signed by both parties.

This contract is executed and entered into 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.

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:

I. SCOPE OF SERVICES – PROVIDER

A. PROVIDER SERVICES TO HEAD START (HS)/EARLY HEAD START (EHS) CHILDREN

Providers are responsible for providing Head Start and Early Head Start services as described in the Head Start Act of 2007 and in full compliance with all Head Start Program Performance Standards. Provider services specifically exclude childcare and food service provision. Payment to providers is contingent upon documented completion of fully compliant HS/EHS service delivery.

1302.23 Family Child Care Option.

Disability Services - The provider must accommodate children and families with disabilities.

Ratios and group size – The provider must ensure that group size does not exceed the limits specified in this section. If the family childcare provider's own children under the age of six are present, they must be included in the group size.

When there is one family childcare provider, the maximum group size is six children and no more than two of the six may be under 24 months of age. When there is a provider and an assistant, the maximum group size is twelve children with no more than four of the twelve children under 24 months of age.

One family childcare provider may care for up to four children younger than 36 months of age with a maximum group size of four children, and no more than two of the four children may be under 18 months of age. The provider must meet the most stringent ratio requirements, being either DCFS or HS.

The provider must maintain appropriate ratios during all hours of program operation. The provider must have systems to ensure the safety of any child not within view for any period. RPC may make available substitute staff with the necessary training and experience to ensure quality services to children are uninterrupted.

Service duration – The family child care provider must operate sufficient hours to meet the child care needs of families and not less than 1,380 hours per year.

Licensing requirements – The family childcare provider must be licensed by the State of Illinois to provide services in their home or family-like setting. When State requirements vary from Head Start requirements, the most stringent provision applies.

Child Development Specialist – **RPC** will provide a Child Development Specialist to support family childcare providers and ensure the provision of quality services at each family childcare home. Child Development Specialists must:

- Conduct regular visits to each home, some of which are unannounced, not less than once every two weeks;
- Periodically verify compliance with either contract requirements or agency policy;
- Facilitate ongoing communication between program staff, family child care providers, and enrolled families; and,
- Provide recommendations for technical assistance and support the family childcare provider in developing relationships with other childcare professionals.

Attendance – Providers will document child attendance using a Daily Sign In-Out Sheet.

Credentials – Providers must ensure that any/all substitute instructional personnel used in providing HS/EHS services has the proper credentials.

Operations – Providers must adhere to the following nutritional, programming, screening, assessments, recordkeeping, training, and environmental standards as specified below.

1. Provide infant formula, baby food, meals and snacks daily meeting USDA Child Care Food Program (CACFP) requirements. Children must be fed following USDA CACFP guidelines for formula and baby food, meals and snack times. Parents are not required to provide food;
2. Supply and provide all infant and toddler diapers, pull-ups, wipes, and all necessary hygiene materials for all EHS children. EHS parents are not required to provide these. (Parents may be asked to supply special bedding for rest time, as well as an extra set of clothing and/or footwear.);
3. Consistently and appropriately implement and utilize the *Creative Curriculum for Infants and Toddlers*;
4. Conduct developmental screenings for each HS/EHS child, using the **Ages and Stages Questionnaire (ASQ)** and the **Ages and Stages Questionnaire: Social-Emotional (ASQ: SE) screening**, or other approved screening instruments, as instructed by RPC Personnel. Screenings for each HS/EHS child must be completed no more than forty-five (45) calendar days from the first day of each child's entry into the program (actual presence in the classroom);
5. Record and maintain a minimum of one anecdotal per week, per HS/EHS child, using *Teaching Strategies Gold™*. The Family Child Care Mentor must print the record and retain in each child's files as appropriate. Complete *Teaching Strategies GOLD™ Child Assessment Portfolio* four times

during the program year, under the instruction and guidance of the **RPC** Child Development Specialist;

6. Implement any other assessment tool as required by the **RPC** program. Appropriate training to be provided by **RPC**;
7. Maintain a clean, safe, well equipped, indoor and outdoor environment that conforms to all Department of Children and Families Services (**ILDCFS**) Standards and **HS/EHS** monitoring tools used by **RPC** Support Personnel;

B. PROVIDER SERVICES TO HS/EHS FAMILIES

1. Under the guidance of **RPC** personnel, **HS/EHS** Providers will conduct a minimum of two (2) home visits and complete all required **HS/EHS** Home Visit information forms for each child;
2. Under the guidance of the **RPC** Personnel, **HS/EHS** Providers will conduct two (2) Parent-Teacher conferences and complete all required **HS/EHS** information forms for each child;
3. Provide opportunities to fully involve parents in the program, welcome all parents as visitors, and encourage parents to participate with children in activities;
4. Encourage parents to volunteer both in the home and in various ways to generate a minimum of one (1) hour of in-kind federal match (non-cash donation of volunteer time) per child/family per day;
5. Encourage and assist parents to regularly complete age appropriate education activities and report the activities to Providers on a regular, ongoing basis;
6. Maintain all required records and forms, and report to the assigned **RPC** Family Child Care Mentor information on volunteering and other activities related to parent involvement;
7. Under the guidance of the assigned **RPC** Family Child Care Mentor or other authorized **RPC** personnel, schedule and host three monthly family committee meetings at the home or other location acceptable to all participants. (At the first meeting, an **HS/EHS** parent is selected by other **HS/EHS** parents to represent the CHILD CARE PROVIDERS at monthly Policy Council meetings. Policy Council representatives are required by Head Start Performance Standards to approve policies, budgets, new hires, terminations, and other programmatic decisions).

C. PROVIDER ADMINISTRATIVE REQUIREMENTS

Failure to comply with any of the requirements listed below is grounds for termination of this Contract.

1. Allow **RPC** Personnel or Federal, State or local auditors and **RPC**-approved third party agencies to visit **HS/EHS** Sites to perform service-related functions, with or without prior notification. The Provider has the right to ask for a picture ID for verification purposes, if not automatically provided. Failure to allow access will result in termination of this Contract;
2. Comply with Illinois Department of Children and Family Services (**ILDCFS**) requirements for **HS/EHS** Providers to maintain current medical reports and training materials on file such that they can be monitored and tracked by the **RPC** personnel;

3. Maintain a current childcare license issued by ILDCFS. Provide as an Attachment to this Contract, a copy of a current operating license. **RPC** must be provided with a copy of the updated license upon renewal;
4. 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 \$3,000,000 aggregate; Sexual Molestation and Abuse - \$100,000 each occurrence and \$100,000 aggregate;
5. Maintain Automobile Liability coverage;
6. Provide evidence of endorsements or blanket endorsement listing Champaign County Regional Planning Commission (**RPC**) as *Additional Insured* (General Liability and Automobile) and Waivers of Subrogation (General Liability, Automobile, and Workers' Compensation). The form must list **RPC** as *Additional Insured*, not merely as 'Certificate Holder';
7. Providers, assistants and other persons shall not consume alcohol in the presence of children. A Provider or assistant who appears to be under the influence of alcohol or other drug shall not have responsibility of the care of children. No person may smoke tobacco in the area of the home in which services are being provided to children, while those children are present on the premises. In addition, no person may smoke tobacco while providing transportation, in either an open or an enclosed vehicle, to children who are receiving services.
8. Provide administrative materials and equipment including telephone, scanner, and computer with Internet accessibility. All equipment must be operable and maintained in good working condition throughout the program year;
9. Maintain attendance, personnel records, and documents in accordance with generally accepted accounting procedures, which accurately reflect all expenditures of funds provided under this Contract. These records shall be subject to the inspection or audit by State, Federal, and other duly authorized personnel. It is expressly understood that evidence of the Provider's refusal to comply with these provisions shall constitute a breach of Contract;
10. 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 five (5) 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 five (5) years, the records shall be retained until resolution of the audit findings;
11. 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;
12. Maintain confidentiality – **PROVIDER** 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 of Illinois human resource regulations, except on written consent of the recipient, or his/her responsible parent or guardian when authorized by law (Permission to *Release Information Form*); and,
13. 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. PROVIDER STAFFING AND CREDENTIALING REQUIREMENTS¹

1. Ensure that all direct instructional personnel (**HS/EHS** Providers) complete all RPC in-service trainings and any other **ILDCFS** or **RPC**-mandated trainings;
2. Ensure that all **HS/EHS** Providers possess a valid Family Child Care CDA;
3. Agree to have **PROVIDER** personnel attend in-service training throughout the year, as recommended **RPC** Program Manager, Child Development Specialist, Family Child Care Mentor, or other authorized **RPC** personnel;
4. Provide **RPC** personnel with accurate and up-to-date records for all **HS/EHS** Providers, substitutes, and volunteers, including verification of necessary background screenings. Background clearance for each **HS/EHS** staff must be received by **RPC** Personnel **before** a Provider or volunteer may begin working with **HS/EHS** children;
5. Notify **RPC** in writing, within two (2) working days of any/all personnel changes of individuals working with **HS/EHS** children during the course of this Contract and provide the **RPC** Personnel with credentials on new **HS/EHS** staff;
6. If the Provider utilizes an automobile to transport children, the Provider shall maintain a valid driver's license, and automobile insurance as required by paragraph C5. The Provider shall utilize car seats/restraints as appropriate, ensuring they are installed correctly and have valid expiration dates.
7. Allow **RPC** personnel to regularly monitor curriculum compliance, conduct FCCERS (Family Childcare Environmental Rating Scale) to ensure that Head Start Performance Standards are being met. If there is any indication that Head Start Performance Standards are not being adequately met, a Quality Improvement Action Plan and technical assistance will be initiated by **RPC** personnel. **RPC** personnel will track and monitor improvement progress over a designated period of time. **PROVIDER's** failure to participate in and successfully complete a Quality Improvement Action Plan shall be considered in breach of Contract and will result in the termination of this Contract by **RPC**. **RPC's** decision in this matter will be final; and,
8. Any violation of Illinois Child Care Statutes will be reported to the Illinois Department of Children and Family Services, as required by law. Any noncompliance of Head Start Performance Standards identified by State personnel conducting the visit will result in a *Corrective Action Plan*, which will include a timeframe for completion/correction/implementation not to exceed ten (10) calendar days. Failure to implement correction(s) in the required time, or a repeat finding will result in termination of this Contract.

II. SCOPE OF SERVICES – RPC

A. RPC SUPPORT RELATED TO HS/EHS CHILDREN

1. Assigned **RPC** Family Child Care Mentor will provide a sample **HS/EHS** parent *Daily Sign In & Sign Out* template to **PROVIDER**, along with instructions for use;

¹ In any/all instances related to staffing and credentialing of **HS/EHS** staff, **RPC** reserves the right to deny a **Provider's** request to enter into a contract to provide **HS/EHS** services and reserves the right to terminate an existing contract if a **Teacher** is used in an **HS/EHS** site who formerly was a terminated **RPC** employee;

2. Assigned **RPC** Family Child Care Mentor will provide support for attendance tracking.
3. **RPC** support personnel will provide other templates, as applicable, along with instructions for use;
4. Provide *Creative Curriculum for Infants, Toddlers*, materials and training so **PROVIDER** can successfully implement an effective and sustainable age-appropriate **HS/EHS** program;
5. Provide materials and training for using *Teaching Strategies GOLD™ Child Assessment Portfolio*;
6. Provide training and support using: Ages and Stages Questionnaire (ASQ) and Ages and Stages Questionnaire: Social-Emotional (ASQ:SE) screening so **PROVIDER** can accurately conduct developmental and sensory screening for each **HS/EHS** child within the required forty five (45) calendar days of initial enrollment;
7. Provide materials, training, and support in the use of any other subsequent or substitute assessment or screening tool;

B. RPC SUPPORT RELATED TO HS/EHS FAMILIES

1. Provide training to **PROVIDER** and parents (Parent and Family Engagement, Education, Health, Nutrition, Mental Health, and Disabilities, as requested by **PROVIDER** or recommended by **RPC** (as available);
2. Assist **PROVIDER** in facilitating three monthly family committee meetings at their sites;
3. Provide training to **PROVIDER** and families regarding Program Governance, so they may understand and support the purpose of the Policy Council and the family committee.
4. Provide resource materials and ideas to assist **PROVIDER** in meeting their In-Kind requirement.

C. RPC SUPPORT RELATED TO PROVIDER ADMINISTRATIVE REQUIREMENTS

1. Provide training and/or technical assistance to **PROVIDER** related to compliance with standards, policies, procedures, Head Start Act, Head Start Performance Standards, directives from the Office of Head Start, In-Kind requirements, or regulations of State monitoring agencies;
2. Provide the templates of forms that the **PROVIDER** 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 **RPC** personnel for the **PROVIDER**;
4. Conduct unannounced and/or announced site visits and provide recommendations to **PROVIDER**; and,
5. Conduct a program evaluation using Family Child Care Collaboration Documentation form and, if required, provide a *Quality Improvement Summary* indicating areas of strength, areas needing improvement, or items requiring corrective action.

III. DELIVERABLES - PROVIDER

A. PROVIDER DELIVERABLES RELATED TO SERVICES TO CHILDREN

1. If an **HS/EHS** child is unexpectedly absent and a parent has not contacted the Provider within one hour of the start time, the Provider must document the absence in ChildPlus. The Family Child Care Mentor contacts the family to ensure the child's well-being. If an HS/EHS child ceases to attend, the Provider and Family Child Care Mentor must make appropriate efforts to reengage the family to resume attendance.
2. Submit, at least two weeks in advance to RPC Child Development Specialist, a completed *Weekly Lesson Plan*. Make any changes and/or corrections to the *Weekly Lesson Plan* as directed by the **RPC Family Child Care Mentor** prior to implementation; and,
3. Ensure **HS/EHS** staff follow through with activities and interactions recommended by other professionals (medical doctors, therapists, educators, etc.) to support the goals identified on Individualized Family Service Plans (**IFSP**) and Individualized Education Plans (**IEP**) for children with identified disabilities, and attend **IFSP/IEP** meetings, as needed.

B. PROVIDER DELIVERABLES RELATED TO SERVICES TO FAMILIES

1. Provide copies of monthly communication newsletters or bulletins to assigned **RPC Family Child Care Mentor**;
2. Provide, at least three months, to assigned **RPC Family Child Care Mentor**, copies of agendas, minutes, sign-in sheet, for any/all parent meetings, parent trainings, or special events planned/hosted/facilitated by **PROVIDER**. Ensure that assigned **RPC Family Child Care Mentor** receives copies of agendas, sign in sheets, and minutes of any other parent related meetings at the site;
3. Ensure that all documentation of In-Kind services is accurately completed, including parent and staff signatures in blue ink only. This would include forms related to parent involvement, classroom volunteerism, allowable donations, and home learning experiences (*In Provider Home In-Kind Records, Donated Goods and Services*).

C. PROVIDER DELIVERABLES RELATED TO ADMINISTRATIVE & FISCAL REQUIREMENTS

1. Provide proof of required insurance(s) *prior* to Contract execution. Prior to expiration of any insurance, **RPC** must be provided with a copy of renewal certificate. Any lapse in insurance is grounds for immediate termination of this Contract;
2. Provide a copy of the current license to operate. **RPC** must be provided with a copy of updated licenses upon renewal. Failure to maintain licensure is grounds for immediate termination of this Contract;

3. Submit documentation that **PROVIDER** 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;
4. Provider agrees to use invoice template approved by RPC and to submit accurately completed invoices not later than by the fifth business day of the month following the month of service. For payment, invoices must be submitted to:

Champaign County Regional Planning Commission
Attn: Head Start Accounts Payable
1776 E. Washington Street, Urbana, IL 61802

5. Provide RPC with accurate and up-to-date records of all direct instructional personnel and volunteers working with **HS/EHS** children, including verification of necessary background screening documents and physicals. Personnel and volunteers may not be left alone with **HS/EHS** children until the background clearance and credential verification has been received;
6. Notify RPC within two (2) working days of any and all direct instructional personnel changes of individuals working with **HS/EHS** children during the course of this Contract and provide **RPC** with credentials on the new instructional personnel;
7. If there is an instance of noncompliance to an element of the Contract, **PROVIDER** will be required to complete a *Quality Improvement Action Plan* or a *Corrective Action Plan*, depending upon the infraction. **RPC** personnel will regularly track and monitor progress of the plan, which will include a timeframe for completion/implementation not to exceed ten (10) calendar days. Failure to implement improvements in the required time or *committing a repeat* noncompliance will terminate this Contract;
8. Submit to **RPC Early Childhood Division** Director, RPC Offsite Program Manager, or other designated RPC personnel, all requested management and program data for inclusion in **RPC'S** Annual Report;
9. Report by telephone to RPC Offsite Program Manager any/all unusual accidents or incidents¹ that involve any **HS/EHS** child(ren) within one hour of the occurrence(s);
10. Complete a written *Accident / Incident Report* for all accidents or incidents involving an **HS/EHS** child. Copy of written report shall be forwarded to **RPC** Offsite Program Manager within twenty four (24) hours of the incident;
11. Provide copies of any/all inspection reports conducted in a given month by such agencies as **ILDCFS**, Fire Department, USDA Food Program, etc. to **RPC** personnel;
12. Report by telephone to **RPC** Program Manager any violations of Illinois statutes and Administrative Codes at the time of any **ILDCFS** inspection for licensing, renewal or complaint. Any Licensing Standard Violation at the Class 1 Level, as identified in the Child Care Facility Standards Classification Summary will result in the immediate termination of the Contract;

¹ **An unusual incident or accident is any occurrence that is adverse in nature or has the potential to have an adverse impact on the health, safety, and/or welfare of a child or other individual. Examples include, but are not limited to any occurrence requiring care from a medical provider or follow-up treatment.**

13. Report any suspected child abuse or neglect or allegation of child abuse or neglect to the Illinois Abuse Hotline (1-800-252-2873); Illinois Department of Children and Families (**ILDCFS**), and RPC Offsite Program Manager. All reports must be supported by written documentation on a *Complaint Form*. Copy of form shall be emailed immediately to **RPC** Offsite Program Manager. Child abuse charges against **PROVIDER** that are confirmed by **ILDCFS** or other investigative entity, such as the Champaign County Sheriff's Office or Child Protective Services, will be considered a breach of Contract and will result in immediate termination of the Contract;
14. Attend a mandatory *In-Kind Orientation* training session during the first thirty (30) days of the Contract period. Regularly collect, document (on approved forms), and contribute allowable In-Kind;
15. Submit completed, accurate In-Kind forms to assigned **RPC** Family Child Care Mentor or other authorized RPC personnel on a monthly basis, on or before the 5th of the month for the prior month; and,
16. Return any furniture, materials, or property paid for with RPC funds if at any time, or for any reason, sub-contracted **HS/EHS** services are no longer provided. If **RPC**-purchased items cannot be produced or are in unusable condition, **PROVIDER** will pay for reasonable cost of replacement.

IV. DELIVERABLES – RPC

A. RPC DELIVERABLES RELATED TO SERVICES TO CHILDREN

1. Provide monthly payment, based on the qualifications noted in Schedule A. to **PROVIDER**;
2. Provide child file folders 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 **RPC**;
3. Provide ChildPlus attendance training and forms;
4. Supply equipment and educational resources, on an as-needed, individual basis;
5. Supply health and dental hygiene supplies, toothpaste, tooth brushes and tooth brush storage; a case of wipes and gloves will be given to the Providers, twice a year.
6. Provide all screening and curriculum assessment materials and training to **PROVIDER**; and,
7. Provide approved, eligible **HS/EHS** children to **PROVIDER** to reduce vacancies.

B. RPC DELIVERABLES RELATED TO SERVICES TO FAMILIES

1. Submit to **PROVIDER**, an *HS/EHS Program Operating Calendar* of the planned initial contract year instruction days, and the planned *HS/EHS Program Operating Calendar* for each contract term thereafter, with the closure days prior to the beginning of each program year.

2. Attempt family contacts within one hour of unexpected absences. If a child ceases to attend, the Family Child Care Mentor will make efforts to reengage the family to resume attendance.
3. Provide In-Kind documentation forms and classroom volunteer sign in sheets to the **PROVIDER** on an at least monthly basis;
4. Provide a Community Resource Directory and Family Handbook to parents;
5. Provide resource material to **PROVIDER** to distribute to Head Start families;
6. Provide training to **PROVIDER** and families regarding program governance, so they may understand and support the purpose of **RPC's** Head Start Policy Council and the family committee; and,
7. Provide opportunities for parents to participate on **RPC's** Head Start Policy Council.

C. RPC DELIVERABLES RELATED TO ADMINISTRATIVE REQUIREMENTS

1. Provide templates of forms as requested by **PROVIDER** or recommended by **RPC** support personnel for any of the items listed in Section III, letter C;
2. Provide communication received from the Office of Head Start, such as Information Memoranda (IMs), Program Instruction (PIs), and Policy Clarifications made available on the Office of the Administration for Children and Families Early Childhood Learning & Knowledge Center (ECLKC) website;
3. Assist in getting printed material, such as Head Start Performance Standards, Head Start Act 2007, **HS/EHS** Policies and Procedures, human resource related materials, updates to Illinois Child Care Statutes, and Illinois Child Care Administrative Code Chapter.

V. PAYMENT TERMS

- A. **PROVIDER** will mail a monthly Invoice to **RPC-Head Start Accounts Payable**, using the instructional per day rate for each **RPC-authorized HS/EHS** child enrolled. For prompt payment, **RPC** must receive invoices no later than the fifth business day of the month following the provision of **HS/EHS** Services. Invoices must be submitted on **RPC-approved** template and include:
 - a) **PROVIDER's** facility name, address and month of service;
 - b) the names of each enrolled **HS/EHS** child and the original signature of an authorized agent of **PROVIDER**;
 - c) the daily rate for each **HS/EHS** Child per the Schedule A; and
 - d) how many instructional days **PROVIDER's** facility was open for Head Start/Early Head Start services.

Program funds will not be available to honor payments for invoices received after August 31 for each contract year for services performed for the period ending July 31 of each contract year.
- B. No corrections will be made to invoices. **PROVIDER** will be contacted by telephone and informed of any discrepancy or calculation error. **PROVIDER** will be required to resubmit a corrected invoice.
- C. **PROVIDER** will return to **RPC** any overpayment due to unearned funds or funds disallowed pursuant to the terms of this Contract;

- D. **RPC** reserves the right to withhold payment for all **HS/EHS** children enrolled (per Schedule A, page 19) for any day in which a program or classroom is determined to be non-compliant with any terms of this Contract.

VI. CONTRACT TERMS

- A. **PROVIDER** will diligently, conscientiously and competently uphold and perform the promises and representations made in this agreement.

B. **TERMINATION:**

1. **Breach:** **RPC** may, by written notice to **PROVIDER**, terminate this Contract for breach of its provisions upon twenty-four (24) hours notice to **PROVIDER**. Said notice shall be delivered by Certified mail, return receipt requested, to the address at which **PROVIDER** receives payment, or in person with proof of delivery. Waiver of breach of any provision of this Contract by **RPC** 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 **RPC'S** right to remedies at law or to damages;

2. **Lack of Funds:** In the event funds to finance this Contract become unavailable, **RPC** may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the **PROVIDER**. Said notice shall be delivered by Certified mail, return receipt requested, or in person with proof of delivery. **RPC** 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 **PROVIDER'S** license is suspended or revoked or if **PROVIDER** 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 **RPC** shall be limited to payment of services provided in accordance with the Contract prior to the date of termination.

Subsequent to contract termination, the Provider must maintain all records related to prior performance as may be required by this contract. The **RPC** and Provider will work cooperatively to notify families of the termination and to assist in transitioning to another **HS/EHS** option.

C. **ASSIGNMENTS AND SUBCONTRACTS:**

1. **PROVIDER** shall not assign or subcontract the responsibility of this Contract to another party for any of the work contemplated under this Contract;
2. No such approval by **RPC** 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 **RPC**;

D. **INDEMNIFICATION:**

1. It is understood and agreed that by the acceptance of this Contract, **PROVIDER** 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 **PROVIDER** under or in connection with this Contract or the performance or failure to perform any work required by the Contract;

2. **PROVIDER** shall deem harmless and indemnify **RPC** 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 **PROVIDER** shall, upon written demand by **RPC** assume and defend, at **PROVIDER**'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. **PROVIDER** is considered a vendor and not an employee of **RPC**. As such, **PROVIDER** 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 **RPC** by this contract shall be given to:

Early Childhood Division Director
Champaign County Regional Planning Commission
1776 E. Washington Street, Urbana, IL 61802

Notices required to be given to Provider 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. **RPC** 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 **RPC**;
2. Any materials and equipment placed in the center by **RPC** revert to **RPC** upon termination of this Contract.

I. GOVERNING LAW

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

- Program Instructions

SELECT HEAD START PERFORMANCE STANDARDS

1302.30 PURPOSE

All programs must provide high-quality early education and child development services, including for children with disabilities, that promote children's cognitive, social, and emotional growth for later success in school. A center-based or family childcare program must embed responsive and effective teacher-child interactions. A home-based program must promote secure parent-child relationships and help parents provide high-quality early learning experiences. All programs must implement a research-based curriculum, and screening and assessment procedures that support individualization and growth in the areas of development described in the *Head Start Early Learning Outcomes Framework: Ages Birth to Five* and support family engagement in children's learning and development. A program must deliver developmentally, culturally, and linguistically appropriate learning experiences in language, literacy, mathematics, social and emotional functioning, and approaches to learning, science, physical skills, and creative arts. To deliver such high-quality early education and child development services, a center-based or family child care program must implement, at a minimum, the elements contained in §§1302.31 through 1302.34, and a home-based program must implement, at a minimum, the elements in §§1302.33 and 1302.35.

1302.30 PURPOSE

1302.31 TEACHING AND THE LEARNING ENVIRONMENT

1302.32 CURRICULA

1302.33 CHILD SCREENINGS AND ASSESSMENTS

1302.34 PARENT AND FAMILY ENGAGEMENT IN EDUCATION AND CHILD DEVELOPMENT SERVICES

1302.12 ELIGIBILITY

1302.13 RECRUITMENT

1302.15 ENROLLMENT

1302.23 FAMILY CHILD CARE OPTION

1302.44 CHILD NUTRITION

SCHEDULE A

Compensation

The Provider payment schedule is based on qualifications as follows:

The provider enrolled in a Child Development Associate's (CDA) credentialed program or higher early childhood degree program will be reimbursed \$5.12/per child attendance day for Head Start and \$6.14/per child attendance day for Early Head Start.

Upon completion of the CDA credential or early childhood education/development degree, the Provider will be reimbursed \$10.23/per child attendance day for Head Start and \$11.25/per child day for Early Head Start.

Total compensation to the provider for the monthly billing period for each family child care home is calculated at the RPC-determined rate x cumulative attendance days for HS/EHS-enrolled children provided that the minimum attendance for the group is maintained at 85% of eligible days.

If the average attendance falls below 85% for a given billing period, that period's billing will be based on actual student attendance.

To ensure timely processing, attendance data must be submitted to RPC by the first Tuesday of the month.

The provider will not be reimbursed for any days without a valid Illinois childcare license or for any children not properly enrolled per HS/EHS requirements.

The provider is prohibited from charging or collecting any fees or other amounts for HS/EHS services. The provider may charge for non-HS/EHS services.

HS/EHS hours are generally 8 a.m. to 2 p.m. Monday through Friday.

Participation Requirements

During the contract period, the provider agrees to participate in at least 85% of the activities/events offered by the RPC for providers and families. Participation requires full presence during the entirety of the training or family event.

Activities include, but are not limited to, up to four provider trainings per year and all scheduled family meetings. Attendance may include assistants but requires the attendance of the license holder.

Attendance and participation will be documented via a sign in/sign out sheet at all activities/trainings.

Should a provider fail to meet the participation threshold during any quarter, the agency will reduce the payment rate by 50% until the provider meets the participation requirements for an entire subsequent quarter.

