

# Healthy Hearts Family Child Care Parent-Provider Contract

5576 Soriano Way Fontana, CA 92336  
(909) 609-4701

Healthy Hearts Family Child Care "Provider" (Facility #364845380) is a family child care home licensed under the California Department of Social Services to provide child care for up to 8 children at a time. For this purpose, child care means non-medical care for children in need of personal services, supervision, age-appropriate activities, and education. Provider accepts newborns through 16 years old.

We, \_\_\_\_\_, parent of \_\_\_\_\_, agree to  
(“Parent or Guardian” throughout contract) (“Child” throughout contract)

comply with the following rules and regulations of Healthy Hearts Family Child Care beginning on \_\_\_\_\_.  
(Date of enrollment)

## 1. HOURS

- **Hours of Operation:** Healthy Hearts Family Child Care is open from 6 A.M. to 6 P.M. Monday through Friday. Parent agrees to strictly adhere to scheduled drop-off and pick-up times set forth below. Parent must pay a fee for early drop-off and late pick-up times (see section 2 for Fees).
- **Hours of Care Provided:** Parent is enrolling Child in Healthy Hearts Family Child Care for the following program:

\_\_\_\_\_ **Full-time** \_\_\_\_\_ **Part-time** \_\_\_\_\_ **Daily** \_\_\_\_\_ **Hourly**

**Monday:** \_\_\_\_\_ to \_\_\_\_\_

**Tuesday:** \_\_\_\_\_ to \_\_\_\_\_

**Wednesday:** \_\_\_\_\_ to \_\_\_\_\_

**Thursday:** \_\_\_\_\_ to \_\_\_\_\_

**Friday:** \_\_\_\_\_ to \_\_\_\_\_

Care is to begin on the following date: \_\_\_\_\_

If a parent on a less than full-time schedule wants to substitute different hours than those agreed to in this contract, Parent must make a request to Provider in advance of schedule change. If, as a result of this change, a different flat rate for Child's age-group and number of hours of care to be provided applies, the child care fees will change accordingly and the new fees will apply automatically. The change in hours of care to be provided must be in writing and signed by both Parent and Provider.

## 2. FEES

- **Enrollment Free:** A non-refundable \$25 is due at time of execution of this contract. If a child leaves the child care for any reason and decides to re-enroll, a new

enrollment fee is required upon re-enrollment. The enrollment fee goes towards art supplies, prizes, and hygienic toiletries each child uses.

- **Payment:** Payment for unsubsidized (regular) care is due **before** services are given, regardless if monthly or hourly. We accept cash, checks, Venmo, Square Cash, debit/credit cards (\$5/per payment fee for debit/credit cards)
  - **We understand that subsidized care payment dates vary and they are usually a one-time a month payment. For this reason, we can approximate the date that payment will be received below.**



- **Returned Check Fee:** Applicable to all payment to Provider, a fee of \$15, will be charged for any checks which do not clear the bank. (\$35 for each subsequent returned check).
- **Child Care Fees:** The applicable flat rate for Child's age-group and number of hours of care to be provided:
  - **Full-time care:** \$\_\_\_\_ per month/\$\_\_\_\_ per week (*circle one*)
  - **Part-time care:** \$\_\_\_\_ per month/\$\_\_\_\_ per week (*circle one*)
  - **Daily care:** \$\_\_\_\_ per day
  - **Hourly care:** \$\_\_\_\_ per hour
    - Full-time: 8 hours a day and up to 40 hours a week
    - Part-time: 6 hours a day and up to 30 hours a week
    - Daily: 5 hours and under and up to 25 hours per week
    - Hourly: 4 hours and under and up to 20 hours per week
  - Rates may change from time to time. Notice of ANY change in rates or other terms will be provided *in writing* four weeks in advance (see Section 14 for Modification/Amendment Policy).
  - Holidays and child absences will be billed as if care were provided.
- **Early Drop-off Fee:** \$5 for every 10 minutes you arrive before your scheduled drop-off time will be charged. CASH ONLY.
- **Late Pick-up Fee:** \$10 for every 15 minutes you arrive after your scheduled pick-up time will be charged. CASH ONLY.

**3. ABSENCE POLICY:** The FULL FEE will be charged for all absences. Fees are similar to tuition and are based on enrollment, not attendance. No refund, credit, or makeup day is provided for children who are absent due to illness, vacation, or any other reason. Parent

shall notify Provider of ANY absence as soon as the Parent knows that Child is unable to attend on a particular day.

**4. CHILD ILLNESS POLICY:** Please be considerate if your child shows any signs of an oncoming illness. Provider has the obligation to protect children in Provider's care from illness whenever possible. Children with the following conditions must be kept home and will be sent home if these conditions become apparent:

- Fever over 101°F
  - Vomiting
  - Skin rash or eruptions of unknown origin
  - Constant cough
  - Heavy nasal discharge
    - i. If a runny nose is related to allergies, please provide a doctor's note stating that fact.
  - Diarrhea
  - Conjunctivitis (such as pink eye or thick discolored drainage from the eyes)
  - Sore throat
  - Upset stomach
  - Parasites: nits, lice, crabs, etc.
  - Communicable diseases: chicken pox, measles, ringworm, scarlet fever
- Child will also be sent home when the Provider believes that Child's condition poses a threat to the health or safety of Child, other children or staff in the program.
  - A Child who becomes ill at the child care will be separated from the group and Parent will be called. Parent must pick up Child within one hour after being notified of Child's illness. After one hour, Parent will be charged a late pick-up fee in accordance with Section 2 and the actual cost of any additional expenditures related to isolated care.
  - If Child is sent home due to illness, this will be considered an absence in accordance with Section 3.
  - Child should be symptom-free for 24 hours before he/she returns to child care.

**5. WITHDRAWAL OF CHILD BY PARENT:** Parent must provide weeks' notice in writing before withdrawing Child from the program. If Parent fails to provide two weeks' written notice, Parent will be charged for two weeks of care, even though Child is no longer in the program. Provider will refund prepaid fees in accordance with Section 7.

**6. TERMINATION BY PROVIDER:**

- Two Weeks' Notice: Provider may terminate Child's enrollment in the family child care home effective upon two weeks' notice to Parent, for any reason. Provider will refund prepaid fees in accordance with Section 7.
- Immediate Termination: Provider may terminate Child's enrollment in the family child care home effective immediately, if any of the following conditions arise:

- i. In the sole judgment of Provider, the Child or Parent's behavior poses a significant threat to the physical or mental health or well-being of ANYBODY on the premises.
  - ii. The Child is picked up late more than 5 times in any 30-day period.
- o Provider will refund prepaid fees in accordance with Section 7.

**7. REFUND OF PREPAID FEES:** At the time of termination by Provider or withdrawal by Parent, if Parent has paid more fees than owed to Provider, the excess will be refunded. The fees owed to Provider are set forth in Section 2. As a reminder, if Parent fails to give two weeks' written notice of withdrawal, Parent will be charged fees for an additional two weeks' care, even though Child is no longer in the program.

**8. HOLIDAYS AND PROVIDER'S SICK TIME AND VACATION:** No care will be provided on the following holidays: Thanksgiving Day, Christmas Eve/Day and New Years Eve/Day.

- o These holidays will be billed as though care were provided.
- o Provider will give Parent a minimum of four weeks' notice if Provider plans a vacation. Parent will be responsible for finding alternative care during Provider's vacation, but no fee will be charged by Provider during her vacation.
- o Provider reserves the right to take 2 paid personal days per year, upon reasonable notice to Parents.
- o In the event Provider becomes sick or has another emergency, Provider may secure a qualified substitute to care for the children enrolled in the program at Provider's home. If Provider is unable to do so, Provider will notify Parents as soon as possible that Provider will be unable to provide care that day.
- o If Provider closes the child care due to illness or emergency, beyond the number of personal days described above, Provider will refund the pro rata portion of any monthly/weekly fee paid by Parent in advance for the additional days of closure.

**9. DUTY TO REPORT CHILD ABUSE:** Provider is a mandated reporter of suspected child abuse under the terms of the California Penal Code § 11166. Provider and its employees who have knowledge of or observe the Child, in their professional capacity or within the scope of their employment, whom Provider or the employee knows or reasonably suspects has been the victim of child abuse, have a statutory duty to report the known or suspected instance of child abuse to a child protective agency. In addition, Provider and any employees who have knowledge of or who reasonably suspect that mental suffering has been inflicted upon the Child or that his or her emotional well-being is endangered in any other way, must report the known or suspected instance of child abuse to a child protective agency.

**10. GUIDELINES FOR RELEASING CHILDREN:** Provider will release Child only to:

- o Parents with legal and/or physical custody or to Child's legal guardian
- o Anyone Parent or guardian has authorized by prior arrangement with Provider in writing.

- Police or welfare workers with proper authorization
- Anyone picking up Child that Provider or Provider's Assistant does not recognize will be required to provide their driver's license/ID card.
- All persons dropping off/picking up Child must sign Child in/out upon arrival and departure each day. No one may remove Child from the child care without first notifying Provider.

## **11. ADDITIONAL CONSIDERATIONS**

- Clothing: Parent should provide a change of clothing for Child. All clothing must be labeled. Provider is not responsible for soiled or lost clothing.
- Medications: All medication must be in the original container for Provider to dispense it. The following provisions also apply:
  - i. Prescription medication: Provider will administer prescription medication only so long as Parent has submitted to Provider:
    - 1. A signed permission form with instructions provided by Parent
    - 2. A prescription from Child's doctor with required dosage and times to be administered.
  - ii. Over the Counter Medication: Provider will administer over the counter medication only if:
    - 1. Parent has submitted the medication to Provider in original packaging
    - 2. The medication is to be administered according to package instructions
    - 3. Parent has completed a signed form with name of medication, dosage, and times to be given.
- The required dosage and times to be administered must be included in doctor's note/Parent form. "As needed" or "as directed" WILL NOT be accepted.
- Discipline: Provider will not use any corporal punishment. Instead, Provider may use redirection and/or a time-out.
- Medical Conditions/Allergies: Parent must fill out a form provided by Provider listing Child's allergies and all medical conditions.

**12. PARENT/PROVIDER HANDBOOK:** Parent has seen and read the Parent/Provider Handbook and agrees to abide by all policies and procedures contained in the Parent/Provider handbook. The Parent/Provider Handbook is available on our website: [healthyheartscare.com/enrollment-forms](http://healthyheartscare.com/enrollment-forms)

**13. TRANSPORTATION:** We provide transportation for up to 15 miles round-trip. We also have car and booster seats available if necessary.

- <6 miles roundtrip: \$5/per day
- <11 miles roundtrip: \$10/per day
- <15 miles roundtrip: \$15/per day

**14. FIELD TRIPS:** Healthy Hearts Daycare is proud of our community playground that is only a one minute walk away! The playground is entirely gated and does not allow access to the pool area. In advance, we will notify you of any upcoming field trips and if you would like your child to participate, you can sign the permission slip form. Any children forbidden from attending field trips will stay safe at home with another qualified staff member.

**15. MODIFICATION/AMENDMENT:** Provider reserved the right to modify and/or amend this agreement upon four weeks' written notice of any changes in the basic rates or services. Provided, however, that any changes in the government-subsidized reimbursement rates shall be effective immediately and do not require any prior notice to Parent. Changes in basic rates/services do not require Parent's consent, but all other changes requires Parent's consent.

**16. ENTIRE AGREEMENT:** This agreement, together with those documents specifically incorporated herein by reference, contains the entire agreement and understanding between the parties as to the subject matter hereof.

**17. INVALID PROVISIONS:** The invalidity or unenforceability of any particular provision hereof shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**18. WAIVER:** No right under this contract shall be waived (lost) merely by delaying or failing to exercise it. Consent to one act shall not be considered consent to any other or subsequent acts. Any waiver of a default under this agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provisions of this agreement.

**19. GOVERNING LAW:** This agreement shall be governed by and interpreted in accordance with the laws of the State of California.

**Please sign on the next page.**

**THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT.**

\_\_\_\_\_  
Parent's Name

\_\_\_\_\_  
Parent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider's Name

\_\_\_\_\_  
Provider's Signature

\_\_\_\_\_  
Date

