

ITFDC
REFERRAL AND SERVICES CONTRACT

This Referral and Services Contract (the "Contract") to provide child care referrals and other services is made as of the _____ day of _____, 20____, between

_____ ("Early Child Care Educator" or "ECCE")

residing at _____
and Infant Toddler Family Day Care of Northern Virginia ("ITFDC"), a Virginia corporation having its principal offices at, 11166 Fairfax Blvd., #206, Fairfax, Virginia 22030. Each a "Party" and together, the "Parties."

BACKGROUND

This Contract defines the rights and responsibilities of ITFDC and the ECCE in connection with the services that ITFDC provides to support the ECCE in obtaining and/or maintaining her state System license.

ECCE is an independent contractor who desires to provide early child care and education services to such children in his or her own home in a safe and nurturing environment.

ITFDC is a duly licensed Family Day Care System under Chapter 10, title 63.1 of the Code of Virginia (the "System"), and desires to support ECCEs and their provision of family early child care & education.

The Parties (i.e., ITFDC and the ECCE) desire to set forth their respective rights and obligations to each other and to the children and Parents to receive the services contemplated hereunder.

The Parties agree as follows:

1. **VIRGINIA FAMILY DAY CARE SYSTEM REGULATIONS**

This Contract is governed by the MINIMUM STANDARDS FOR LICENSED FAMILY DAY CARE SYSTEMS promulgated by the Virginia State Board of Social Services pursuant to Virginia Code 63.1-202 (the "Day Care Standards"). The Parties agree to comply with the Day Care Standards.

2. **ITFDC'S - RIGHTS AND RESPONSIBILITIES**

- a. ITFDC will provide all necessary training and process all paperwork to qualify ECCE to receive and maintain a state System license.
- b. ITFDC will provide on-going professional development options to all System ECCEs.
- c. ITFDC will conduct an annual home inspection for purposes of renewing ECCEs approval under the System license.

- d. ITFDC will provide business support services in accordance with ITFDC standard practices for each System home.
- e. ITFDC will seek to recruit and refer families seeking early child care and education services to System ECCEs.
- f. ITFDC will provide periodic Parent Information Sessions to prospective clients.
- g. ITFDC will provide formal financial contracts with program policies to prospective families.
- h. ITFDC will provide each ECCE with an early child care educator handbook describing all System policies.
- i. ITFDC will provide liability insurance for ECCE for each child enrolled by ECCE in an ITFDC System home for claims up to policy limits for bodily injury or property damage arising from ECCE's provision of child care services pursuant to this contract. Notwithstanding anything to the contrary, ITFDC will not assume any liability or obligation of ECCE (or its agents or employees).
- j. The parties acknowledge that ITFDC will have multiple ECCEs from time to time and ITFDC will determine referrals in its sole discretion. ITFDC will have no express or implied duty regarding the manner in which it distributes referrals among different ECCEs.

3. ECCE'S RIGHTS AND RESPONSIBILITIES

- a. ECCE acknowledges receiving and reading a copy of ECCE handbook setting forth ITFDC's policies regarding the provision of early child care and education services. ECCE is in agreement with these policies and will abide by and conform to these policies. ECCE acknowledges that ITFDC may change these policies by giving written notice of such change to ECCE. ECCE will use her best efforts to abide by and conform to any changed policies promptly upon receipt of the notice of the changes or upon a specified date as may be required by law or the Day Care Standards.
- b. ECCE will provide family child care services in compliance with the ITFDC System Standards to children in her care. ITFDC has the right to recommend that Parents remove their child from ECCE's care if ECCE fails to comply with Day Care Standards.
- c. ECCE will permit ITFDC access to ECCE's home for purposes of monitoring, inspecting and evaluating ECCE at least quarterly in accordance with Standards for licensed family early child and education homes. These visits can be made without prior arrangements.

- d. ECCE will only provide early care and education services to children enrolled in the ITFDC System. These children may have been referred to her by ITFDC system or may have been recruited independently by the ECCE. ECCE will not accept or care for any children that are not enrolled in the System. Acceptance of Non-System children shall provide ITFDC with the right to terminate the Contract.
- e. As an independent contractor, ECCE is responsible for the payment of, and will pay, all required federal income, FICA and unemployment taxes, all state or local income and unemployment taxes, and all other taxes that may be incurred with respect to ECCE's income from the provision of services hereunder. ECCE understands that ITFDC is not responsible for making any payments with respect to workman's compensation or unemployment benefits, and ECCE agrees not to look to ITFDC for any such workman's compensation or unemployment benefits.
- f. ECCE will be fully responsible for planning each child's daily activities. She may not take a child in her care away from ECCE's home at any time unless ECCE and the child's Parents have made prior arrangements. ECCE or her approved assistant or substitute (see ECCE handbook for assistant and substitute requirements) will be present at all times when children are in her care.
- g. ECCE will release children only to those persons who have been authorized by the Parents of such children.
- h. ECCE will participate in sixteen (16) hours of professional development training per year. (The training year is August 1 to July 31.)
- i. ECCE covenants and agrees that, except to the extent the use or disclosure of any Confidential Information is required to provide services hereunder, during the term of this Contract and thereafter, ECCE shall keep strictly confidential and not disclose to any third party any Confidential Information and shall not use for ECCE's benefit or for the benefit of any other person or entity any Confidential Information. For the purposes of this Contract, "Confidential Information" shall expressly include, but shall not be limited to, information concerning ITFDC's pricing, costs, written policies, contracts, handbooks, training and marketing material and information relating to child and their families enrolled in the ITFDC system, including child or family lists. At the end of this Contract, or at anytime upon request of ITFDC, ECCE agrees to immediately return to ITFDC all of ITFDC's Confidential Information and any other ITFDC property in ECCE's possession or control including but not limited to training materials, toys, equipment, marketing items, safety equipment, USDA materials, child care contracts and enrollment forms,
- j. ECCE covenants and agrees that during the term of this Contract and for a period of six (6) months following the end of this Contract, ECCE will not, for ECCE's own benefit or for the benefit of another, offer to provide early child care services to the immediate family members of any "Child" or provide early child care services to any "Child." The term "Child" shall mean any child, enrolled in ITFDC's System, to whom the ECCE provided early child care services to in the ECCE's home at any time during the one (1) year period prior to the end of this Contract.

- k. ECCE covenants and agrees to indemnify and hold harmless ITFDC (and its successors and assigns) from any and all liabilities, claims and expenses (including reasonable attorneys' fees) that ITFDC may suffer or incur as a result of or relating to ECCE's actions or omissions.

4. FINANCIAL TERMS

- a. As an independent contractor, the ECCE will set child care fees with Parents. (Attachment #1 is a suggested fee schedule, which ECCE shall use only as a guideline.) ECCE will notify ITFDC of their child care fees and all changes thereto promptly in writing. (See the ECCE handbook for further information on negotiating fees and for fees for less than 16 hours and drop in care.)
- b. ECCE will inform ITFDC of its child care fees promptly after execution of this Contract. ECCE will also promptly notify ITFDC in writing of any changes to such fees.
- c. ECCE will pay ITFDC for all services listed and benefits provided by ITFDC at the monthly rate of seventeen and a half percent (17 1/2%) of the child care fees that ECCE charges to Parents (the "Fees"). ITFDC may change this administrative percentage upon thirty (30) days prior written notice to ECCE.
- d. ITFDC will bill Parents and collect the child care fees from Parents. ECCE shall not bill any Parents directly or otherwise collect any fees or payments for child care provided to a child referred to ECCE by ITFDC except solely as disbursed by ITFDC as described below. ITFDC will disburse the child care fees, less all amounts due to ITFDC, to ECCE on the Sixteenth (16th) and the first (1st) of the following month.

5. TERM OF CONTRACT

The term of this Contract is one (1) year, which shall be renewed automatically for subsequent one-year terms unless either party shall give notice of at least two weeks prior to the end of such term.

6. TERMINATION

- a. ITFDC may terminate this Contract upon five (5) days prior written notice if ECCE fails to comply with this Contract or ITFDC policies and procedures. ITFDC shall notify ECCE in writing of the reason(s) for termination within two (2) weeks of such termination.
- b. ECCE may terminate this Contract upon five (5) days written notice if she has not received any referrals from ITFDC within sixty (60) days of the execution of this Contract.
- c. Either Party may terminate this Contract upon two weeks written notice to the other Party.

7. SEVERABILITY

Any clause of this Contract which does not comply with the Day Care Standards, or is found otherwise unenforceable, shall be severed. The Parties agree to comply with the remaining Contract provisions.

8. DEFINITIONS

As used in this Contract:

- a. "Parent" or "Parents" shall mean the individual(s) having legal responsibility for a child.
- b. Feminine pronouns or other terms shall include both the feminine and the masculine.
- c. Singular terms shall include both the singular and the plural. Plural terms shall include both the singular and the plural.
- d. "And" means "and/or".
- e. "Or" means "and /or".

9. MISCELLANEOUS.

- a. This Contract contains the entire understanding of the parties relating to the subject matter contained herein and supersedes all other contracts and agreements, oral or written, made between the Parties regarding the subject matter hereof.
- b. This Contract, and the rights and obligations hereunder, may not be assigned by ECCE (whether by merger, operation of law or otherwise) or assumed, in whole or part, without the prior written consent of ITFDC, which consent shall be in ITFDC's sole discretion. ECCE shall not delegate or subcontract any or all of its duties or obligations under this Contract without the prior written consent of ITFDC, which consent shall be in ITFDC's sole discretion. If ITFDC consents to such subcontracting or delegation, ECCE shall remain liable to ITFDC for any breaches of this Contract.
- c. This Contract will be governed and construed in accordance with the laws of the Commonwealth of Virginia as applied to transactions taking place wholly within Virginia between Virginia residents. Each party hereby expressly consents to the personal jurisdiction of the state courts located in Fairfax, Virginia for any lawsuit arising from or related to this Contract.
- d. This Contract cannot be modified or amended except in writing signed by the party against whom enforcement is sought. No waiver of any term or condition of this Contract shall be deemed or construed to be a waiver of such term or condition in the future, or of any subsequent breach of said term or any other terms of this Contract. This Contract may be executed in one or more counterparts, one or all of which shall be one in the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. The terms and provisions of this Contract are intended solely for the benefit of each party hereto and the parties' respective successors and permitted assigns, and the parties do not, and do not intend to, confer third-party beneficiary rights upon any other person.

{Signature page follows}

The Parties have executed this Contract as of the date set forth above.

ECCE Signature

Date

Infant Toddler Family Day Care of
Northern Virginia, a Virginia corporation

Date

By: _____

Name: _____

Title: _____