



CPP Agreement for Child Care

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The Names of the Parties to the Contract:

This contract is between _____, hereinafter "Client," "Parent," "child," "family," AND **Primeros Pasos LLC**, hereinafter "Provider," "Primeros Pasos," "CPP," "Program," "school," "teacher," "staff" for child care services provided for the child(ren) listed below.

Child Care Provider:

Name of Provider: Centro Primeros Pasos

Address: 901 Bayshore Blvd., Suite 101, San Francisco, CA 94124

Facility Phone: 415-349-4519 Cell Phone: 650-369-7867

E-mail: director@primerospasossf.com

Website: www.primerospasossf.com

Client:

Name of first parent/guardian:

Address:

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-mail: _____

Employer's name and city: _____

Name of second parent/guardian, if applicable:

Address:

Home Phone: _____ Work Phone: _____ Cell Phone: _____

E-mail: _____

Employer's name and city: _____

Child(ren) covered by This Contract:

1. Name of child: _____ Date of birth: _____

2. Name of child: _____ Date of birth: _____

Program Overview:

CPP is a child-centered program which focuses on healthy attachment to foster children's self-confidence, empathy for others, competent independence, and readiness for Kindergarten. We are a Spanish Immersion school; we aim to work with the children 100% of the time in Spanish (as feasible.) We deliver a play-based curriculum (Vygotsky, Stanford, et. al.) around a monthly learning theme. We individualize our approach in every aspect of children's care and development. We are an inclusive school. We value and celebrate all aspects of diversity in our community.

1. Licensing Information:

- CPP is licensed by the State of California, Department of Social Services, Community Care Licensing Division, and operates in compliance with the laws of the State of California.
- Copies of CPP's license hang inside the lobby. Our licensor's name is State of California Community Care Licensing Division and you may contact them online <https://cdss.ca.gov/inforesources/child-care-licensing> and by phone 650-266-8800.
- CPP carries all required insurance policies.
- All Primeros Pasos personnel have fingerprint clearance and maintain all state required current certifications, including CPR, First Aid, Anti-harassment, Mandated Reporter, and Pest Control.
- CPP maintains required staff : child ratios of qualified personnel in each classroom.

2. Mandated Reporter:

- We are a state-mandated reporter and are required to report any suspected cases of physical or sexual abuse or neglect to authorities.

3. Non Discrimination:

- We welcome diversity in our community. We will not discriminate against any child, parent, or family based on race, color, sex, disability, national origin, sexual orientation, gender identification, family structure, economic status, or public assistance status.
- We are an inclusive school. Should your child be diagnosed with a learning difference or need specialized support, we will do our best to support your child's needs to the extent possible within the good of the entire group.
- Should you child require it, we will coordinate access for on-site therapy provided by parents.

4. Classroom access:

- Parents have visibility into the classrooms from our lobbies. Our classrooms are for students and teachers only, except during special events or by special arrangement.

- We do not use street shoes inside our facility beyond the lobby. Please remove your shoes or cover your street shoes with “booties” before entering classrooms when invited to do so.
- Parents use hand sanitizer upon entry into our facility.

5. Security and Logistics:

- Security is a high priority for CPP.
- Parents do not block our neighbors’ driveways during drop-off and pick-up.
- Parents always close entry doors and gates behind them.
- Parents do not allow other people to enter behind them (i.e. “tailgating.”)
- Only teachers open and close classroom doors; parents will not open classroom doors or encourage children to open classroom doors on their own.

6. Holidays and Celebrations:

- Children’s birthdays are individually celebrated on the birthday or if it falls on a weekend day, the weekday closest to it. Teachers decorate the classroom and lead the children in song and celebration.
- We prefer that parents not bring treats or favors for children’s birthdays, for equity purposes across all children’s birthdays.
- We respect all cultures and religions. We celebrate various world and cultural holidays with the children, as well as decorate our school accordingly.

7. Naps and Quiet Time:

- PP follows all ‘safe sleep’ regulations.
- Infants nap on demand or on parents’ preferred schedule, and they sleep in regulation cribs.
- Infants under the age of 12 months will be laid down to sleep on their backs, to reduce the chance of Sudden Infant Death Syndrome (SIDS).
- As infants prepare to move into Young Preschool at age 2, they will begin to nap from 1:00 - 3:00 p.m. In the week before moving to Young Preschool, infants begin napping on Preschool cots.
- Pacifiers provided by parents are allowed during naptime and in the classrooms.
- Young Preschool / Preschool / PreK children have nap / rest time on Preschool cots between 1:00 - 3:00 p.m.

8. Teachers and Staff:

- Our teachers and staff undertake rigorous ongoing training to maintain high quality of care and for continuous improvement purposes.

- Client agrees not to privately request any after-hours or weekend care from the Center’s teachers or staff, either for themselves or for friends or family. This is very important for privacy and equity, and also so that teachers may be well-rested for the benefit of all the children in our care during regular business hours. Notwithstanding anything to the contrary in this Agreement, this obligation shall survive the termination of this Agreement.
- Client agrees not to privately recruit services from teachers or staff for other employment or sales of any kind, either for themselves or for friends or family. Notwithstanding anything to the contrary in this Agreement, this obligation shall survive the termination of this Agreement.

9. Guidance:

- CPP believes that children are active, self-motivated learners with different temperaments and learning styles. Children grow and develop over time, and learn best with the support of a healthy caregiving relationship.
- CPP individualizes the care and guidance approach for each child.
- CPP maintains a regular observation and evaluation system to be familiar with each child and how best to support them.
- Teachers model positive relationships and foster supportive peer interactions. CPP believes in a child-centered approach, supporting children to express themselves in a healthy way to resolve differences (as feasible.)
- CPP supports children’s pro-social behaviors indirectly in numerous ways, including but not limited to:
 - CPP maintains a safe environment in which children can explore freely in the context of the play-based curriculum pedagogy.
 - CPP provides predictable daily routines which foster children’s sense of security and know what to expect.
 - CPP maintains sufficient and varied materials for children to use and share.
 - CPP offers a rich and varied curriculum to suit children’s interests and energy levels.
- CPP uses social and emotional teaching strategies, including but not limited to:
 - Offering frequent positive feedback to minimize children’s behaviors for the purpose of negative attention.
 - Non-verbal techniques such as responsive body position and attentive gestures.
 - Redirection to an appropriate substitute activity.
 - Offering appropriate choices to enable children’s sense of autonomy and control.

- Modeling pro-social behaviors including turn taking, empathy, gentleness, appropriate use of materials and problem-solving techniques.
- If behaviors become disruptive or challenging, CPP works with families to plan supports to help the behavior diminish. The individualized plan may require involvement of community or therapeutic resources.
 - The program may not be able to meet the specific needs of all children. Specific circumstances in which this may occur include:
 - Inability of a child to adjust to a group care situation;
 - Aggressive, anti-social, or unacceptable behavior to the extent that the child's safety or the safety of other children or staff cannot be maintained.
 - Provider will notify the family of the concerns for discussion and identification of a plan of action. CPP will offer avenues in an effort to provide service to the child and family. This may include home - school coordinated efforts, and/or referrals to other services.
 - If the child does not respond to the interventions of staff and family, and / or if the child's behavior escalates so staff may not ensure the well-being of other children in the group, or the family does not wish to pursue a plan of action, CPP will discuss a timetable for Client's transition to another program that may better suit the family's needs.

Hours of Operation:

1. First Day of Care:

- The first day of care will be as mutually agreed in the admissions process. Once the first day of care has been agreed upon, and parent deposit has been filed, Client understands that CPP may not be able to accommodate cardinal changes to the start date if parents request it.

2. Regular Hours of Care:

- In the infant classroom, the hours of care will be from 8:30 A.M. to 5:30 P.M., Monday through Friday.
- In the Young Preschool / Preschool / PreK classrooms, the hours of care will be from 8:00 a.m. to 5:30 p.m., Monday through Friday.
- Parents drop off and pick up at their convenience. Parents will advise provider of late arrivals, early pickups, and family absences in advance as feasible.
- Late drop-offs do not allow for late pickups.
- Children in each classroom follow a daily routine ("Flow of the Day".) The components of each day for each classroom include: free play time in classrooms; circle time; project time; story time; art time; table time; yard time; and gross motor room time.

- Each classroom pursues these activities as a cohort separate from the other classrooms.
 - Preschool / PreK children commingle in the Gross Motor Classroom from 8:00 - 8:30 a.m. before going to their classrooms.
 - Infants eat and drink per the schedule identified by parents in the Infant Care Plan during the orientation meeting.
 - Young Preschool / Preschool / PreK meals are served at set times as per the Flow of the Day for that classroom. Parents will feed children if they will miss Primeros Pasos regular meal times.
- The program is open year-round, except for the holidays, vacations, and training days listed on our annual calendar which may vary from year to year. The annual calendar is published every autumn for the following calendar year.
 - Parents will sign their child in and out of the program daily in compliance with state licensing regulations. Currently Primeros Pasos uses Brightwheel as our electronic sign-in system. Should parents forget to sign in, they understand that they will be asked to return to school to sign their children in or out in order to remain in compliance with state licensing regulations.

Terms of Payment:

A. Child Care Rates and Fees:

1. Regular Rate

- Care is offered on a full day basis at monthly rates per Primeros Pasos tuition schedule.
- Full time schedule is 5 days per week, Monday through Friday.
- Part time schedules are full days of care for less than 5 days per week. Two part time full day options are available: Tuesday and Thursday; and Monday, Wednesday, and Friday.
- The client will be responsible for paying the normal rate during school holidays, family and religious holidays, school vacations, family vacations, public natural-disaster, hazardous-weather, or health pandemic closures.
- If the mutually agreed upon first day of enrollment does not fall on the first business day of the month, the provider will prorate first month's tuition.
- CPP makes monthly and annual statements available via Brightwheel for dependent care spending purposes, and will sign employer required forms for that purpose.

2. Drop-in Rate

- The provider offers additional days of care for regularly enrolled children, only when available and arranged in advance for an additional fee.

3. Family Discounts and Enrollment Preference

- There is a \$100 monthly discount for the second (and any subsequent) child from the same family, applied to the older sibling's tuition.
- Preference for admission is given to siblings of children already in Primeros Pasos' care, space permitting.
- Subsequent preference for admission is considered for families wishing to transfer from another PP campus, space permitting.
- Subsequent preference for admission is considered for referrals from families with children already in Primeros Pasos' care, space permitting.
- Limited financial aid is available privately from CPP.
- Primeros Pasos is a CalWorks provider. We do not accept local vouchers.

4. Rate Increases

- Primeros Pasos will raise our child care rates from time to time to adjust for cost of living increases and fair staff compensation. Typically tuition rates are raised approximately 5% annually each January 1.
- The provider will increase the child care rates with minimum 30 days notice.

5. Advance Payment

- The client will pay for child care one month in advance. All tuition payments are currently made through Brightwheel as Primeros Pasos' ACH.

6. Payment Due Date

- Fees are due on the first of the month for the next month of care. If the first of the month falls on a weekend day, fees are due on the last business day of the month preceding.
- When monthly tuition fees change per the tuition schedule, the change takes effect on the 1st of the month. Provider does not prorate changes in monthly tuition when children move from one classroom to another.

7. Late Payment Fees

- If the child care fee is not paid when due, a late payment fee of \$25 per day will be added to the past due amount unless prior arrangements were made with provider.
- If the client does not make payment after 5 days, the provider will cease to offer child care until full payment is made, including late payment fees, unless prior arrangements were made with provider.
- The fee for an insufficient funds will be \$50, plus the amount of any bank charges to the provider's account.

8. Early Drop-off and Late Pick-up Fees and Care

- Parents will allow enough time to arrive, pick up their child, and depart by the daily closing time of 5:30 p.m.
- Late pick up should be considered an unusual occurrence.
- Provider understands that special circumstances sometimes arise. If in the case of emergency you cannot pick up your child on time or send one of your emergency contacts, please notify the Director immediately via text message.
- The client will pay an additional fee of \$5 per minute if the child is picked up later than the time stipulated in this contract.
- All fees for late pickup will be assessed via Brightwheel.
- The Provider will use the Brightwheel sign out time to determine if any late pickup fees apply.
- CPP requires written parent permission via Brightwheel (if planned in advance) or text to the Director (if an emergency) to authorize an emergency pick-up person to pick up your child.
 - The emergency pick-up person must be someone already listed on the state's Emergency Contact form.
 - The emergency pick-up person will be required to sign-out via their own Brightwheel account and to show ID to the teachers (if we do not know them) in order to depart with your child.
- In the absence of contact from a parent / guardian, we will call all the numbers listed on the state's Emergency Contact form; please make sure these numbers are kept up to date. We will call child protective services if we are unable to reach you or any emergency contact two hours after closing time.

B. Holidays, Vacations, and Absences:

1. Holidays

Primeros Pasos will be closed on major holidays each year, per the annual calendar published by the Provider.

- If a holiday falls on a Saturday, the child care program will be closed the day before (Friday).
- If a holiday falls on a Sunday, the child care program will be closed the next day (Monday).
- The client will pay the regular fee for all paid holidays listed on the annual calendar.

2. Training Days

- The Provider will close annually for up to four (4) Teacher in Training Days, listed on the annual calendar.
- The Provider will close annually for up to three (3) business days prior to Labor Day for “Get Ready Days” for the new school year, listed on the annual calendar.
- The Provider will close annually for up to two (2) business days usually prior to Thanksgiving day for “Stay Ready Days” for required trainings and recertifications, listed on the annual calendar.
- The Provider will close early (typically at 4:30 p.m.) on one day monthly for staff meetings, and on one day annually for Enrollment Open House, listed on the annual calendar.
- The Provider will close early (typically at 4:30 p.m.) on one day for the staff holiday recognition, listed on the annual calendar.
- The Provider may close for additional days for training or conferences at the Director’s discretion (maximum two per calendar year, and with 2 weeks written notice to the parents.). This will be considered an unusual occurrence.

3. Provider Vacations

- CPP will be closed for the Provider’s paid vacation each calendar year listed on the annual calendar, generally:
 - Spring Break: generally the full week following Easter Sunday each year.
 - Summer Break: generally two full weeks in July.
 - Winter Break: generally Christmas Eve through New Year’s Day holiday.
 - The client will pay the regular fee for the provider’s vacation days listed on the annual calendar.
 - Teachers are paid in full for CPP vacation day closures, regardless of length of tenure with PP.

4. Client Sick/Personal Days

- The Client must notify the Provider via Brightwheel by 9 a.m. whenever a child will not be coming to care due to illness or any other reason.
- The Client must pay for all days when the child is sick and not in child care.

5. Client Vacations

- The Client must notify the Provider via Brightwheel the dates of their vacation.
- Clients must pay tuition for all days of their vacation absences when the child is absent and not in child care.

C. Enrollment Deposit

- To hold their space in the Program, Client will pay the Provider an Enrollment Deposit. The space is not considered held until the Enrollment Deposit is paid. Currently the Enrollment Deposit is \$500 and is subject to change.
- If the Client decides not to enroll the child in the program, the Enrollment Deposit is not refundable.
- If the Client does enroll in the Program, the Enrollment Deposit paid will be applied to last month's tuition.
- If the Client already has a child in the Provider's care, the Client will pay the Enrollment Deposit to hold the sibling's place.

D. Other Fees

1. Last month's tuition:

- Prior to the first day of enrollment, client will complete payment of last month's tuition at the rate current for the child's age upon enrollment.
- The Enrollment Deposit is applicable to payment of last month's tuition if the child is actually enrolled.
- Provider does not refund last month's tuition.

2. Registration and Annual Registration Fees

- The Client will pay a registration fee due the first day of school. Currently this fee is \$100 and is subject to change.
- The Client will pay an Annual Registration Fee on the anniversary of the first month enrolled. Currently this fee is \$100 and is subject to change on the annual tuition schedule.

3. Field Trip / Special Class Fees

- The Client will pay any out-of-pocket costs involved with unusual field trips, such as entrance fees and event fees.
- The Provider will pay the fees for outside resources and special classes provided by CPP.

4. Other Materials

- Clients and Provider provide items as designated on CPP's "What to Bring List."
- The Client will be responsible for bringing diapers, wipes, diaper cream, sunscreen, extra clothes, jacket & hat, food, and breast milk / formula to the program.
- Optional items if desired are also provided by client, including personal blankets, sleep sacks, and occupational therapy tools.

Our Partnership:

1. Communication

- We work together to ensure that each child has the opportunity to develop their full potential.
- We agree to communicate regularly and honestly about the child's physical, emotional, social, and intellectual growth.
- Parents agree to communicate any change in the child's schedule, routine, development, patterns of behavior, or home environment.
- Parents agree to communicate any allergies, health, or developmental issues that the child is experiencing.
- Parents will provide any special instructions for the child at the time of enrollment, and notify of changes as needed; for example, about eating, napping, toileting, etc.
- Parents will note all changes to an infant care plan in writing rather than communicating them verbally or via Brightwheel message.
- Parents will not proceed with toilet learning without first executing a PP toilet learning agreement, and after consultation and agreement with CPP staff about the child's readiness.
- Parents will provide any information about the child that will allow CPP to provide high-quality care, such as an I.E.P. (Individual Educational Plan) or other plans or assessments.
- Provider will perform regular observations and evaluations of the child's development in educational domains such as gross motor, fine motor, socio-

emotional, cognitive, and language. Provider will share any concerns immediately with parents.

- Parents and Provider will meet at minimum annually for parent - school conferences to review child's development in educational domains.
- Provider is available to meet with parents as needed if concerns arise.
- Provider will share issues or concerns proactively with Parents. This may include recommendations for further evaluations or assessments (e.g. health, occupational, behavioral, etc.)
- Provider may request completion of parent and / or medical assessments using recognized early childhood education survey tools.

Health and Illness:

1. General:

- Primeros Pasos cares deeply about the health and well-being of all families and staff.
- CPP maintains a MERV type filtration air system.
- If your child becomes ill to a degree that requires a greater need for care than we can provide without compromising the care, health and safety of our other children in care, then we will call you and request that you pick up your child.

2. Pandemic / Public Health Emergency:

- Client will abide by all prevailing illness guidelines for any public health emergency or pandemic.
- Client and Provider must communicate honestly and transparently as is essential during a public health emergency.
- COVID guidelines vary and represent minimum guidelines. Provider has the right to exceed minimum public health guidelines at any time.
- Provider will maintain current COVID or other pandemic guidelines on the client communication portal for client reference, including guidelines for return to the Program after an exposure or travel.
- Provider may request families to provide COVID test results on a regular basis, such as when returning to school after commercial travel or potential exposure.

3. Communicative Illnesses:

- Client will follow state health guidelines and keep children home if the child exhibits any of the following:
 - Vomiting
 - Diarrhea
 - Fever (100 or above)
 - Eye infection with discharge
 - Sore throat with swollen glands
 - Rash such as Hand Foot Mouth
 - Lice or nits
 - Unusually tired, lack of appetite, confused, or cranky requiring constant adult support

- Children may return to the program after the above symptoms have not been present for 24 hours without medication, or if applicable with a Physician's authorization note to return to school.
- CPP requires that in cases of Hand, Foot, Mouth that all sores be dry and/or scabbed over; children will not be admitted to the program with open and/or moist sores, even with a physician's written "return to school" authorization.
- We will notify parents of any parasitic infections (such as head lice) and parents will follow guidance prior to returning to school.

4. Mild Illness:

- Mild illnesses are common among children and often are spread before the onset of any symptoms.
- Provider may request early pick up of your child as yet symptomatic but who is "not themselves" and/or consistently needing 1:1 attention from the teacher.
- Children may not be in school at the height of mild illness symptoms, exhibiting for example uncontrollable cough or consistent sneezing with nasal discharge.
- Provider will only care for a sick child who has a mild, noncontagious illness, such as:
 - A low-grade fever associated with teething
 - A runny nose with thin and clear (not thick, green or yellow) mucus or a minor cough *after recovering* from illness

5. Administering Medication:

- Non-prescription medication:
 - Parents must sign CPP's medication authorization form in order for Provider to administer non-prescription medicine to your child.
 - The medicine must be in its original container, labeled with the child's

name and the instructions for administering it.

- Prescription medication:
 - Parents must sign CPP's medication authorization form in order for Provider to administer prescription medicine to your child.
 - The medicine must be in its original container, with a full label including children's name, and the instructions for administering it.
 - A copy of the Doctor's prescription must be attached to the CPP medication authorization form.
- Client will provide a physician's written 'return to school' authorization for children recovering from a contagious illness and taking prescription or non-prescription medication.

6. Emergencies:

- Provider maintains required fire extinguishers, smoke detectors and carbon monoxide detectors. Our building has a fire alarm system with linked fire sprinkler system.
- CPP practices regular fire and emergency drills with the children. We maintain emergency backpacks for each group of children.
- We maintain an emergency plan posted in our lobby.
- Should communication systems be impacted preventing Provider : Parent communication, parents understand that Provider will remain in place with the children as long as it is feasible to do so.
- If Provider must vacate the premises, we will follow our emergency plan. This plan currently calls for us to go to Fire Station 41 on San Bruno Ave.
- If your child is involved in a serious or life-threatening health or other emergency, we will call 911 and get immediate medical care, and then we will call you as soon as possible.
- If your child is involved in an emergency that is not serious or life-threatening, we will contact you as soon as possible.

7. Air Quality Action Plan:

- CPP routinely circulates air via our mechanical systems and/or ceiling fans, and runs air purifiers in each classroom.
- In the event the local air quality is negatively impacted, CPP will use www.airnow.gov to track and monitor the air quality index (AQI). Modifications to CPP's operations will be put into action once the AQI enters the orange zone, "Unhealthy for Sensitive Groups."

Unhealthy for Sensitive Groups (Orange, AQI 100-149)

Outdoor play shortened

Unhealthy (Red, AQI 150-200)

No outdoor play

Very Unhealthy (Purple, AQI 201-300) or Hazardous (Maroon, 301+)

School is closed

Center Records:

1. Client must furnish all required documents as required by the State of California at time of enrollment, which may be updated from time to time.
2. All enrolled children are required to be immunized as required by the State of California for children in child care.
3. Client is required to furnish updated immunization records at every immunization cycle and at minimum annually until the cycle of required immunizations is complete.

Release of Liability:

In participation of this program, on behalf of myself and my next of kin, heirs and representatives, I/we release Provider from all liability and promise not to sue the program and their employees, officers, directors, volunteers and agents (collectively "Primeros Pasos") from any and all claims, including claims of negligence, illness, damages, or economic or emotional loss I/we may suffer because of my participation in this program, including travel to and from the program.

I agree to hold Primeros Pasos harmless from any and all claims, including attorney's fees, that may occur as a result of participation in this program including travel to, from and during the program. If I/we need medical treatment, I/we agree to be financially

responsible for any costs incurred as a result of such treatment. I/we am aware and understand that I/we should carry my own health insurance.

Termination Procedure:

Either Provider or Client may terminate this Agreement with proper notice.

1. Client initiated termination:

- The Client must give a minimum one calendar month written notice to end this contract, representing a full calendar month ending on the last day of the month.
- Provider does not refund pre-paid last month's tuition. Pre-paid last month's tuition is applicable to the last full calendar month.
- If the Client departs mid-month, Client must advise minimum 2 weeks prior to the penultimate billing cycle for partial month enrollment to be billed on a prorated basis, prior to the pre-paid last month's tuition.
- Payment is applicable for the notice period whether or not the child is brought to the provider for care during that time.

2. Provider initiated termination:

- The Provider values its obligation to the school as a whole. CPP's highest priority is to ensure the safety and highest quality care of all the children. This includes a supportive professional environment free of undue stress for any member of the community.
- Provider may determine that a family is unduly impacting other children's optimal learning experience and / or teachers' ability to perform their duties equally for all children. The Provider will open dialogue with the family to discuss and address the issue.
- If the issue cannot be resolved, Provider will terminate the Agreement within the time frame that most benefits the school community including but not limited to other students and staff.
- Provider will refund last month's tuition if applicable per the timing of the Provider - initiated Termination.

See signature block next page:

The Signatures of the Parties to the Contract:

- By signing this contract, Clients indicate that they have read the Provider's policies herein and agree to follow them. The Provider reserves the right to make changes to their policies and will give the client a copy of the revised policies thirty (30) days before they go into effect.
- The person(s) signing this Contract is responsible for paying all fees due under this contract, even if the parents are divorced and have joint custody of the child.

A failure to enforce one or more terms of this contract does not waive the Provider's right to enforce any other terms of this contract.

Parent or legal guardian's signature

Date of signature

Parent or legal guardian's signature

Date of signature

A co-signer is required if the Client is under the age of 18. The co-signer guarantees the contract and agrees to be responsible for all its financial terms if the Client fails to pay the provider.

Co-signer's signature

Date of signature

Provider's signature

Date of signature