

Provider Agreement for School Readiness Funded Services

FY 2010-11



Early Learning Coalition of Miami-Dade/Monroe School Readiness Program

Instructions for School Readiness Provider Agreement

Who must complete the Agreement?

Private and Public Providers receiving school readiness funding are required to complete this agreement. Providers will not be reimbursed for any services delivered prior to executing an agreement with the Early Learning Coalition of Miami-Dade/Monroe. The Florida *Child Care Resource & Referral Provider Update Form* is included to assist providers in updating and maintaining accurate information in the Child Care Resource and Referral Enhanced Field System (EFS), as well as other databases related to early care and education services in Miami-Dade and Monroe Counties.

Submitting the Agreement

Mail, fax, or deliver an original, signed and completed agreement to the Early Learning Coalition of Miami-Dade/Monroe, 2555 Ponce de Leon Blvd., Suite 500, Coral Gables, Florida 33134. Telephone is (305) 646-7220 and Fax is (305) 447-1608.

Agreements may also be submitted electronically. To submit an agreement online, go to <http://providers.elcmdm.org/> and follow the instructions.

In addition to this Agreement, each Provider must also submit:

Current Private Pay Rate Schedule for FY 2010-11

Current Holiday Schedule

IRS W-9 form

Copy of Department of Children and Families (DCF) issued license (If applicable)

Copy of DCF license exemption form (If applicable)

Copy of Gold Seal Certification (If applicable)

Copy of Accreditation Certification (If applicable)

Enrichment Service Providers must also submit:

Copy of daily schedule that includes hours of operation and scheduled activities

Once you have submitted all of the required information and supporting documentation, the Coalition will notify you if your agreement is accepted.

Florida Child Care Resource & Referral Provider Update Form 2009-2010

Name of Person filling out form: <hr style="width: 100%;"/>	Do you wish to have your program referred to families seeking child care listings from the Child Care Resource & Referral Office: <input type="checkbox"/> YES <input type="checkbox"/> NO	Please return form to us by: Date: Pre-paid self addressed envelope enclosed	Insert here: Local CCR&R return address Phone Fax website
Date form was completed: <hr style="width: 100%;"/>			
Family Child Care Home or Business Name:		(as it appears on License)	
CCR&R Name:			
Address:			
City:		Zip Code:	
Mailing Address:			<input type="checkbox"/> same as above
Telephone Number:		Alternate/Emergency Telephone Number:	
E-mail:		Fed. ID No./ SSN:	
Registration/License#:		Director Name:	
Fax#:			

Family Child Care Home Only:

Do you want your house number and street name to appear on referral lists to families? YES NO

1. ACCREDITATION - Are you accredited by any organization? (Check all that apply)

Gold Seal Accreditation	Religious Exempt Accreditation
<input type="checkbox"/> Accred. Professional Preschool Learning Envir. (APPLE)	<input type="checkbox"/> Assoc. Christian Schools International (ACSI)
<input type="checkbox"/> Assoc. Christian Schools International (ACSI)	<input type="checkbox"/> Assoc. Christian Teachers & Schools (National)
<input type="checkbox"/> Assoc. Christian Teachers & Schools (ACTS)	<input type="checkbox"/> Assoc. Christian Teachers & Schools
<input type="checkbox"/> Council on Accreditation (COA)	<input type="checkbox"/> Christian Schools of Florida
<input type="checkbox"/> Montessori School Accred. Commission (MSAC)	<input type="checkbox"/> Church Avenue Academy
<input type="checkbox"/> National Accreditation Commission (NAC)	<input type="checkbox"/> Church of God Association of Christian Schools
<input type="checkbox"/> Natl. Assoc. for the Education of Young Children (NAEYC)	<input type="checkbox"/> Early Childhood Christian Education Association
<input type="checkbox"/> National Association for Family Child Care (NAFCC)	<input type="checkbox"/> Florida Assoc. of Christian Schools & Colleges, Inc.
<input type="checkbox"/> National Council for Private School Accreditation (NCPSA)	<input type="checkbox"/> Florida Catholic Conference
<input type="checkbox"/> National Early Childhood Program Accreditation (NECPA)	<input type="checkbox"/> Florida Kindergarten Council
<input type="checkbox"/> National School-age Care Alliance (NSACA)	<input type="checkbox"/> Florida Coalition of Christian Private Schools Association
<input type="checkbox"/> Southern Association of Colleges & Schools (SACS)	<input type="checkbox"/> FI League of Christian Schools
<input type="checkbox"/> United Methodist Assoc. of Preschools (UMAP)	<input type="checkbox"/> Green Apple Association of Christian Schools
<input type="checkbox"/> National Accred. Council for Early Childhood Prof. Prog	<input type="checkbox"/> Light of the World Christian School
	<input type="checkbox"/> Miracle Faith Center
	<input type="checkbox"/> Narrow Door Pentecostal
	<input type="checkbox"/> National Association for Christian Education
	<input type="checkbox"/> Natl. Assoc. for the Education of Young Children
	<input type="checkbox"/> National Lutheran School Accreditation (FL-GA district)
	<input type="checkbox"/> New Beginnings Christian Center Accreditation (NBCCA)
	<input type="checkbox"/> Nicene Schools International
	<input type="checkbox"/> Papa Goose Network of Christian Nursery's
	<input type="checkbox"/> Sonshine Association of Christian Schools

A COPY OF YOUR CERTIFICATE IS REQUIRED IN ORDER FOR ACCREDITATION TO BE LISTED.
Mail or fax certificate to:
Effective date on Certificate / /
Expiration date on Certificate / /

2. AFFILIATION - Not For Profit Yes No

3. CURRICULUM - Which of the following curriculum does your program use? (Check all that apply)

<input type="checkbox"/>	A-BEKA	<input type="checkbox"/>	High Scope	<input type="checkbox"/>	Other (list)
<input type="checkbox"/>	Beyond Centers & Circle Time	<input type="checkbox"/>	Montessori		
<input type="checkbox"/>	Beyond Cribs & Rattles	<input type="checkbox"/>	Coalition Approved		
<input type="checkbox"/>	Character Based	<input type="checkbox"/>	Religious		
<input type="checkbox"/>	Creative Curriculum	<input type="checkbox"/>	Research Based		
<input type="checkbox"/>	Developmentally Appropriate	<input type="checkbox"/>	Waldorf		
<input type="checkbox"/>	High Reach	<input type="checkbox"/>	Wee Learn		

4. VACANCY/ENROLLMENT/CAPACITY:

What is your total licensed capacity? (number of children you are licensed to care for) _____
 What is your actual capacity? (most number of children you choose to care for) _____

In the chart below please indicate:

The number of vacancies available at the present time in each age group
 The actual number of children enrolled (combining both full & part time children enrolled) in each age group
 The maximum number of children you offer services to by age group
 The number of children enrolled in VPK by age group (either 4 or 5 years old)

Enter results by age group:	Infant	1 year Old	2 year old	3 year old	4 year old (not in VPK)	5 year old (not in VPK)	Elementary School Age (B/A Only) *	Middle School Age (B/A Only) *
Number of Vacancies at the present time:								
Actual number of children enrolled:								
Maximum number of children you will accept								
Number of children enrolled in VPK (not included in above total)								

* If a Private School do not include the private school students in the counts

5. ENVIRONMENT - Describe your program's setting. (Check all that apply)

<input type="checkbox"/>	Accommodates Allergies	<input type="checkbox"/>	German	<input type="checkbox"/>	Negotiated Rate	<input type="checkbox"/>	Sliding Fee Scale
<input type="checkbox"/>	Bilingual	<input type="checkbox"/>	Greek	<input type="checkbox"/>	Smoke Free Facility	<input type="checkbox"/>	Spa on site
<input type="checkbox"/>	Chinese	<input type="checkbox"/>	Green Certified Building	<input type="checkbox"/>	No TV	<input type="checkbox"/>	School Readiness Agreement
<input type="checkbox"/>	Cat	<input type="checkbox"/>	Habla Espanol	<input type="checkbox"/>	Provider participates in Operation Military Child Care	<input type="checkbox"/>	Teen Parent Program
<input type="checkbox"/>	Corporate	<input type="checkbox"/>	Hebrew	<input type="checkbox"/>	Outdoor Play	<input type="checkbox"/>	United Way
<input type="checkbox"/>	Creole	<input type="checkbox"/>	Italian	<input type="checkbox"/>	Parent Co-op	<input type="checkbox"/>	Vietnamese
<input type="checkbox"/>	Diapers provided	<input type="checkbox"/>	Limited English	<input type="checkbox"/>	Pets	<input type="checkbox"/>	Video Monitoring
<input type="checkbox"/>	Dog	<input type="checkbox"/>	Large FCCH	<input type="checkbox"/>	Pool on Site	<input type="checkbox"/>	Wheelchair Accessible
<input type="checkbox"/>	English	<input type="checkbox"/>	Limited Spanish	<input type="checkbox"/>	Portuguese	<input type="checkbox"/>	Web Cam on site
<input type="checkbox"/>	Employer Contract	<input type="checkbox"/>	Licensed School Age SR Agreement	<input type="checkbox"/>	Private School	<input type="checkbox"/>	Other (list below)
<input type="checkbox"/>	Exempt School Age SR Agreement	<input type="checkbox"/>	Provides Meals	<input type="checkbox"/>	Russian		
<input type="checkbox"/>	French	<input type="checkbox"/>	Medicaid Provider	<input type="checkbox"/>	Fluent Spanish		
<input type="checkbox"/>	Fenced Yard	<input type="checkbox"/>	Military	<input type="checkbox"/>	Scholarships Available		
<input type="checkbox"/>	Filipino	<input type="checkbox"/>	Multi Child Discount	<input type="checkbox"/>	Sign Language		
<input type="checkbox"/>	Faith-based	<input type="checkbox"/>	No English	<input type="checkbox"/>	Sick Child Care		

7. ADDITIONAL FEES - Please list all additional fees that your program charges.

Description	Amount	How often is this fee charged? (See Codes Below)	Is this fee per child or family? (C/F)
Activity	\$		
Annual	\$		
Application	\$		
Dance lessons	\$		
Xtra Curricular Activities	\$		
Field Trips	\$		
Gymnastics lessons	\$		
Holiday	\$		
Insurance	\$		
Late pick-up	\$		
Late payment	\$		
Meals/Snacks	\$		
Music lessons	\$		
Overtime/Early Drop-off	\$		
Returned check	\$		
Registration	\$		
Summer Camp	\$		
Supplies/Materials	\$		
Swimming lessons	\$		
Transportation	\$		
Other:	\$		

Frequency Codes: Both Ways; Every 10 minutes; Half Hour; Hourly; Minutes; Every 5 minutes; Yearly; Every 15 minutes; Monthly; One Time; One Way; Weekly; Daily.

8. MEALS - What meals does your program provide? (Check all that apply)

<input type="checkbox"/>	Afternoon Snack	<input type="checkbox"/>	Lunch	<input type="checkbox"/>	Special Diet Requests
<input type="checkbox"/>	Breakfast	<input type="checkbox"/>	Morning Snack	<input type="checkbox"/>	USDA Food Program
<input type="checkbox"/>	Bring Own Lunch/snacks	<input type="checkbox"/>	Parent Supplies Formula		
<input type="checkbox"/>	Dinner	<input type="checkbox"/>	Provides Formula		

9. PROGRAM PARTICIPATION - Is your program/facility a...? (Check all that apply)

<input type="checkbox"/>	Child Care Center	<input type="checkbox"/>	Military (on base program)	<input type="checkbox"/>	Summer Camp
<input type="checkbox"/>	Family Child Care Home (FCCH)	<input type="checkbox"/>	Nanny/Au-pair	<input type="checkbox"/>	VPK School Year program
<input type="checkbox"/>	Head Start	<input type="checkbox"/>	Playgroup	<input type="checkbox"/>	VPK Summer program
<input type="checkbox"/>	Large FCCH	<input type="checkbox"/>	School Age Program		

10. RATES: In the table below enter the advertised rates (private pay rates) your program charges. Do not include voucher/subsidy rates, sliding scale rates, employee discounts or any other discounted rates. Only complete the rate type for each age group that you offer. (Please attach rate sheet, if applicable)

RATES –ENTER BY AGE GROUP (see note above)								
Enter Rate by Age of Children	Infant	1 year old	2 year old	3 year old	4 year old (not in VPK)	5 year old (not in VPK)	Elem School Age	Mid School Age
FULL- TIME Circle frequency: Weekly/Monthly/Annually								
FULL time VPK WRAP Circle frequency: Weekly/Monthly/Annually								
PART-TIME Circle frequency: Weekly/Monthly/Annually								
PART –TIME VPK WRAP Circle frequency: Weekly/Monthly/Annually								
School Age –BEFORE SCH. Circle frequency: Daily/Weekly/Monthly/Annually								
School Age –AFTER SCH. Circle frequency: Daily/Weekly/Monthly/Annually								
School Age – BOTH BEFORE & AFTER SCH. Circle frequency: Daily/Weekly/Monthly/Annually								
SUMMER								

11. SCHEDULE - What days of the week does your program operate? (Check all that apply)

Sunday <input type="checkbox"/>	Monday <input type="checkbox"/>	Tuesday <input type="checkbox"/>	Wednesday <input type="checkbox"/>	Thursday <input type="checkbox"/>	Friday <input type="checkbox"/>	Saturday <input type="checkbox"/>
What are your hours of operation?		Open Time: _____		Close Time: _____		
		circle AM or PM		circle AM or PM		
What are the ages you serve?		From (minimum age): _____		To (maximum age): _____ Years		
		Sample: 2 months to 6 years				

12. ENHANCED SCHEDULE - Does your program provide the following schedule? (Check all that apply)

<input type="checkbox"/>	24-Hour Care	<input type="checkbox"/>	Full Time	<input type="checkbox"/>	Rotating
<input type="checkbox"/>	After School	<input type="checkbox"/>	Full Year	<input type="checkbox"/>	Summer Only
<input type="checkbox"/>	Both Full & Part-Time	<input type="checkbox"/>	VPK Wrap Care	<input type="checkbox"/>	Follow local School System Weather Days
<input type="checkbox"/>	Before School	<input type="checkbox"/>	Morning	<input type="checkbox"/>	School Year
<input type="checkbox"/>	Drop In Care	<input type="checkbox"/>	Open if Safe Weather	<input type="checkbox"/>	Vacation/Holiday
<input type="checkbox"/>	Emergency/Temp. Care	<input type="checkbox"/>	Overnight	<input type="checkbox"/>	Weekend Care
<input type="checkbox"/>	Evening Care	<input type="checkbox"/>	Part Time		
		<input type="checkbox"/>	Respite Care		

13. ENHANCED SERVICES - What other services does your program offer? (Check all that apply)

<input type="checkbox"/>	Computers	<input type="checkbox"/>	Health/Social Services	<input type="checkbox"/>	Outdoor Sports	<input type="checkbox"/>	Training/experience with children with developmental delays
<input type="checkbox"/>	Art/Crafts	<input type="checkbox"/>	Homework/Tutor	<input type="checkbox"/>	Small Group Size	<input type="checkbox"/>	Training/experience with making environmental accommodations for children with special needs
<input type="checkbox"/>	Family Involvement	<input type="checkbox"/>	Kindergarten Class	<input type="checkbox"/>	Swim Lessons	<input type="checkbox"/>	Therapeutic Services
<input type="checkbox"/>	Field Trips	<input type="checkbox"/>	Music Lessons	<input type="checkbox"/>	Training/experience with children with autism spectrum disorder	<input type="checkbox"/>	Other (list here)
<input type="checkbox"/>	Gymnastics/Dance Lessons	<input type="checkbox"/>	On-site Screenings	<input type="checkbox"/>	Training/experience with children with behavioral challenges		

14a. Total number _____ of staff that work directly with children in care.

14b. STAFFING - Enter below the number of staff that work directly with children in care that have any of the following qualifications/degrees/courses/credentials/training:

#_	FCCH completed 2 nd Helping course	#_	Provider/staff has Early Literacy training
#_	Provider/staff has AA/AS Degree non-child related	#_	Provider/staff had first aid training within past 2 years
#_	Provider/staff has AA/AS Degree in early childhood	#_	Provider/staff has High School Education/GED
#_	Director Credential Advanced	#_	Provider/staff has MA Degree non-child related
#_	Director Credential Foundational	#_	Provider/staff has MA Degree in early childhood
#_	Provider/staff has BA/BS Degree non-child related	#_	Facility has medical staff onsite
#_	Provider/staff has BA/BS Degree in early childhood	#_	NAFCC FCCH Observer Trained
#_	Provider/staff has CDA/FCCPC credential	#_	Provider/staff does not have High School/GED
#_	Provider/staff has CDA equivalency	#_	Special Needs Training (describe)
#_	Provider/staff had CPR training within past 2 years	#_	Provider/staff has VPK Credential
#_	Provider/staff has Doctorate		

15. SUBSIDIES - Does your program currently serve children who receive child care subsidies (School Readiness) or financial assistance to pay for their care? Yes No

<input type="checkbox"/>	School Readiness Agreement	<input type="checkbox"/>	Voucher-Other Agencies (list)
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16. SUBSTITUTION POLICY - What is your programs substitution policy? (Check all that apply and list schools below)

<input type="checkbox"/>	Friend	<input type="checkbox"/>	Substitute Pool
<input type="checkbox"/>	Spouse	<input type="checkbox"/>	Relative
<input type="checkbox"/>	Other Substitute (list here):		

17. TRANSPORTATION - Do you or the school provide transportation? (Check all that apply)

<input type="checkbox"/>	From school to site (list school names)	<input type="checkbox"/>	From site to home
<input type="checkbox"/>	To school from site (list school names)	<input type="checkbox"/>	To site from home
<input type="checkbox"/>	Near public transportation	<input type="checkbox"/>	In walking distance to school (list school names below):
<input type="checkbox"/>	By school bus or van		

Comments/Questions:

Thank you for your cooperation in gathering this important information. You may contact this office at any time to update your information. We are available to answer any questions you might have by calling [\(305-373-3521\)](tel:305-373-3521).



EARLY LEARNING COALITION of MIAMI-DADE/MONROE
2010-11
PROVIDER AGREEMENT FOR SCHOOL READINESS SERVICES

I. Parties:

- 1.) This agreement is made and entered into as of _____ by and between
Provider (name) _____
whose principal address is (address) _____, City _____ Zip _____
(hereinafter known as "Provider" and the Early Learning Coalition of Miami-Dade/Monroe, Inc., with its
principal office located at 2555 Ponce de Leon Blvd., 5th Floor, Coral Gables, Florida 33134 (hereinafter
referred to as "the Coalition").

II. General:

- 2.) The Florida Legislature designated the Agency for Workforce Innovation (AWI) as the Lead Agency for Child Care Development Funds provided through 45 CFR98 which includes funds for School Readiness and Resource and Referral Programs. The legislature also mandated the formation of Early Learning Coalitions to administer the School Readiness funds in their local communities. The Coalition is the authorized entity for the administration of School Readiness services in Miami-Dade/Monroe Counties.
- 3.) The Coalition has authorized the use of this agreement for Providers receiving school readiness funding. The Coalition has designated Miami-Dade County Department of Human Services, Child Development Services (hereinafter referred to as the "Contracted Service Provider") as the agency to implement the program requirements.
- 4.) The Coalition and the Provider understand that there may be a need to revise the terms and conditions of this agreement in the event of any legislative or funding changes.
- 5.) The Provider will complete and sign a new agreement each year as a requirement to receive school readiness funding. Providers will not be reimbursed for any services delivered prior to Provider's execution of an agreement with the Coalition.
- 6.) The Provider understands that if an action is taken against the Provider's licensure, the Department of Children and Families (DCF) will issue a notice to cease operations. The Provider agrees to inform the Coalition and its Contracted Service Provider within seven (7) working days when any such action is taken against the Provider by DCF.
- 7.) The Provider agrees to provide accurate and valid information. The Provider understands that knowingly providing false information, omitting requested information, signing inaccurate attendance documents or failing to promptly report changes that will directly affect eligibility as a school readiness funded provider, may result in a requirement to refund unauthorized payments, a discontinuance of further participation in the program, (subject to the provisions of paragraph 52 of this agreement), and/or referral to the Florida Department of Law Enforcement, Public Assistance Fraud Division for further investigation.
- 8.) The Provider agrees that in accordance with United States Internal Revenue Service (IRS) guidelines, the Provider will have their Taxpayer Identification Number (TIN) or Social Security number on record and be in

good standing with the Florida Division of Corporations. Documentation submitted to the Florida Division of Corporations must be consistent with the Provider's W-9 form, DCF license, Articles of Incorporation and all other corresponding documentation provided to the Contracted Service Provider for reimbursement of services rendered. Providers who operate multiple sites must submit this documentation for each site.

III. Provider Eligibility:

- 9.) The Provider certifies that it is either an informal provider, a summer camp, an enrichment service provider, a licensed provider pursuant to ss 402.301-319 Florida Statutes; religious exempt faith based provider pursuant to ss 402.316 F.S.; or public or private school provider pursuant to ss 402.305, Florida Statutes.
- 10.) The Provider affirms that all child care personnel are of good moral character and in compliance with Level 2 background screening requirements pursuant to Florida Statute 435.04.
- 11.) The Provider affirms that if operating as an Informal Provider, an Enrichment Service Provider, or Summer Camp, all residents and employees 18 years and older complete a Level 2 background screening requirement pursuant to Florida Statute 435.04 to include an Attestation of Good Moral Character and proof of local law check clearance.
- 12.) Providers affirm that volunteers and others, who have unsupervised contact with children, are of good moral character and in compliance with Level 2 background screening requirements pursuant to Florida Statute 435.04. Providers agree to inform the Coalition and its contracted provider of the felony arrest and/or conviction of any child care personnel within five (5) working days of Provider's knowledge of the occurrence of event.
- 13.) The Coalition or its designee will review the Provider's information attached herein and determine that the Provider is eligible to receive School Readiness funding.

IV. Provider Responsibility to Parents:

- 14.) Parental Access/Working Telephone: The Provider agrees that federal and state laws mandate that a parent has the right of unlimited access to their child during regular business hours and anytime their child is in care. The Provider agrees to have a working telephone available to make or receive telephone calls when children are in care.
- 15.) Parent's Right to get a copy of records, pursuant to s. 411.011, Florida Statute: The Provider agrees that parents have the right to see their child's records and, upon request, will be given copies of their child's records.
- 16.) Parental Notification: The Provider understands that the Contracted Service Provider or the Coalition may exercise its right to notify families if the Provider has not maintained the standards set forth by the Coalition, or has been the subject of administrative sanctions by the Department of Children and Families or the accrediting agency responsible for accreditation standing.
- 17.) Parental Choice: The Provider understands and agrees that the parent has the right to choose care services for their children. In the event the parent chooses to move to a different Provider, it is within their prerogative to do so. If the client has failed to make the required parent co-payments or agreed to a mutually negotiated payment schedule, then the Provider is obligated to report this within 14 calendar days to the Contracted Service Provider. Before transferring to a new Provider, the Contracted Service Provider will ensure the parent has a zero balance with the previous Provider.
- 18.) Service Need: The Provider is required under Chapter 39, FS to report any concerns of possible abuse or neglect of children to the Florida Abuse Hotline (**1-800-96-ABUSE**).
- 19.) Providers are encouraged to refer families to Child Care Resource and Referral (CCR&R), as applicable, for additional services and resources to assist them and their children.

V. Student Eligibility, Enrollment and Attendance

- 20) Enrollment Policy: The Provider agrees not to enroll any child with the expectation of receiving reimbursement without written authorization by a representative of the Contracted Service Provider. The Provider understands that school readiness funded services provided without proper authorization will not be eligible for reimbursement.
- 21) Transfer Policy: The Provider agrees to only accept children for transfer who have a Transfer Request Form signed by both the transferring provider and the parent. The Provider understands that children accepted for transfer without the signed Transfer Request Form will not be eligible for reimbursement. The receiving Provider agrees to fax the completed Transfer Request Form to the Contracted Service Provider within two (2) working days of the child's enrollment at their facility. Providers will only be reimbursed for the two (2) working days until the Transfer Request Form is faxed. Retroactive payment will not be made for any additional days that the child was enrolled prior to the Contracted Service Provider receipt of the Transfer Request Form. (A copy of the Transfer Request Form may be found on the following website: www.elcmdm.org/our_services/SchoolReadiness.html).
- 22) Unexcused Absences: The Provider agrees to notify the Contracted Service Provider if the child is absent for five consecutive days with no contact from the parent. The Contracted Service Provider shall determine the need for continued care, pursuant to Rule 60BB-4.500 2 (c), FAC.
- 23) Child Eligibility Status: The Provider agrees that reimbursement will only be made for children eligible for services. The ending date of eligibility is indicated on the childcare authorization form. The Provider understands that no payments will be made after that date unless the child's continued eligibility has been established by the Contracted Service Provider.
- 24) Attendance Records: The Provider agrees to maintain daily sign-in/sign-out sheets for a period of five years; to submit accurate attendance rosters monthly of all children who attend their facility and accurately identify absences. The Provider agrees to accurately identify absences and understands that the Contracted Service Provider will pay up to 3 unexcused absences and 7 absences for good cause per child per calendar month. Providers who do not submit attendance rosters electronically, are required to sign in blue or black ink, the "authorized signature" section of each attendance roster sheet.
- 25) Attendance Audits: The Provider agrees to record each child's attendance record daily and keep an attendance record on file at the facility. The Provider understands that the Coalition or the Contracted Service Provider may audit attendance records at any time. Records that fail to substantiate the reimbursement claims will automatically result in a disallowed school readiness payment. Disallowed payments will be deducted from future reimbursement payments.
- 26) Rilya Wilson Act:
- Each child who is subject to this law must participate in licensed early education or childcare services at least 5 days a week unless exempted by the court. It is recommended that at-risk children referred for school readiness services are in care at least 6 hours per day.
 - The Department of Children and Families or Our Kids, Inc, its contracted Community Based Care Lead Agency, must notify the operator of a licensed childcare program whenever a child who is subject to this law is enrolled in the program. Children who are subject to this law cannot be withdrawn from the program without the prior written approval of the responsible agency.
 - If a child who is subject to the law is absent from the program on a day when he or she is expected to be present, the person with whom the child resides must report the absence to the program by the end of the business day. If the parent or caregiver fails to report the absence in a timely manner, the absence is considered unexcused.
 - The Provider agrees to notify Our Kids, Inc or the responsible caseworker of a seventh consecutive excused absence at end of the business day that the seventh excused absence occurs.
 - The Provider agrees to notify the responsible caseworker or agency identified on the childcare referral form of the absence of any child who is under supervision. It must be reported as an excused or unexcused absence by the close of business the day following the child's absence.

(The At Risk Child Unexcused Absence Report form is available on the following website:
www.elcmdm.org/our_services/SchoolReadiness.html)

VI. Compensation and Funding:

- 27) **Reimbursement Rate:** The Provider agrees to the amount of childcare reimbursement to be paid for each child and understands rates may differ for individual children. The maximum amount of reimbursement to be paid for a specific child will be based on the Provider's current rates. Provider rates will be reviewed annually in January and providers who are eligible for a rate realignment will receive the adjustment at that time, subject to budget availability. Rate increases are subject to budget availability and approval by the Agency for Workforce Innovation (AWI) and the Coalition.
- 28) **Rate Restrictions:** The Provider agrees to provide the Contracted Service Provider with information concerning the published private childcare rates charged to parents by the Provider. The Provider agrees not to charge the parent receiving school readiness services a higher rate than that charged to other parents. The Provider understands it may charge the parent a differential rate in addition to the co pays set by the state, for any unsubsidized portion of the provider's normal fees.
- 29) **Reporting Changes:** The Provider agrees to report promptly all changes, such as change of location or ownership, in writing to the Contracted Service Provider. The Provider understands that the report regarding changes should be made prior to the change and that failure to do so may result in a delay of reimbursement. The Provider understands reimbursement is not transferable and is non-assignable. The Provider agrees to report any changes in Gold Seal status and understands that receipt of Gold Seal reimbursement is contingent upon maintaining Gold Seal certification. All Gold Seal reimbursements received by a non-certified provider will be repaid by the provider.
- 30) **Holidays and Closings:** The Provider agrees to follow the approved twelve scheduled holidays and understands that these are the only holidays for which they will receive reimbursement. The Coalition agrees to provide reimbursement for those approved holidays for qualified children.
- 31) **Natural Disasters:** The Provider agrees to maintain a Continuity of Operations Plan (COOP), which identifies the steps to be taken in the event of an emergency or natural disaster that may affect the safety of children and staff. The Coalition will provide compensation for closures due to natural disasters as approved by AWI policy.
- 32) **Fee Collection:** The Provider understands it is responsible for collecting and reporting any fee from the parent that is designated by the Contracted Service Provider to be paid by the parent. This designated fee is automatically deducted from the monthly reimbursement payment. The Provider agrees to give the parent or responsible adult a receipt, which includes the dates of service covered. The Provider understands that if a parent does not pay his/her parent fee, the Provider must notify The Contracted Service Provider within 14 calendar days and may request that services be immediately terminated. If a parent leaves a Provider's program owing a fee, and the parent and the Provider have mutually agreed to a payment schedule, the Provider will notify the Contracted Service Provider that the parent is in compliance with the agreement.
- 33) **Reimbursement Payment:** The Provider agrees to submit all required attendance records to the Contracted Service Provider no later than the third business day of each month. The Provider understands that payment for services will be received by the 20th working day of the month following the one in which care was provided. Any attendance records submitted after the third business day, but no later than the last working day of the month following the one in which care was provided are considered LATE and payment to the Provider will be processed on the following month's reimbursement. Attendance records and/or reported changes submitted after the last working day of the month following the one in which care was provided WILL NOT BE PAID.
- 34) **Reimbursement Report:** The Provider agrees that all attendance documentation submitted for reimbursement will be accurate and supported by the parent's signature on the sign-in sheets. The Provider will maintain copies of all submitted documentation on file for a period of not less than five (5) years.

- 35) Reconciling Reimbursement Payments: The Provider agrees to review the reimbursement summary provided with the monthly reimbursement check. The Provider agrees to report any discrepancy, overpayment, or underpayment within 45 days from the date the reimbursement was deposited or mailed. Any underpayments reported after 45 days will not be honored. Any reconciliation must be paid to the Provider on the next payment cycle.
- 36) Access to Records: The Provider agrees to maintain all records and forms on site, including enrollment and attendance records for children funded by the school readiness program, reimbursement summaries, and other fiscal records for a period of not less than five (5) years. The Provider agrees to provide unlimited access to said records to the Coalition and its Contracted Service Provider. The Provider agrees that records may also be released to: The United States Secretary of Education; the United States Secretary of Health and Human Services; the Comptroller General of the United States for federal audits; individuals or organizations conducting studies for institutions to develop, validate, or administer assessments or improve instruction; accrediting organizations in order to carry out their accrediting functions; appropriate parties in connection with an emergency if the information is necessary to protect the health or safety of the child enrollee or other individuals; the Auditor General in connection with his or her official functions; a court of competent jurisdiction in compliance with an order of that court in accordance with a lawfully issued subpoena; parties to an interagency agreement among early learning coalitions, local governmental agencies, providers of school readiness programs, state agencies, and AWI for the purpose of implementing the school readiness program in accordance with s.411.011, Florida Statutes.
- 37) Suspension of Payment: If the Contracted Service Provider determines the Provider is out of compliance with the requirements set forth in this agreement, the Coalition or the Contracted Service Provider may suspend School Readiness funding to the program. The Provider has the right to appeal and upon resolution of the appeal, the Coalition will make a determination regarding the Provider's continued eligibility for School Readiness funding.
- 38) Reimbursement Requirements: The Provider agrees to follow all payment procedures adopted by the Coalition and/or mandated by AWI. The Provider agrees to return to the Coalition, any funds received as a result of error or overpayment.

VII. Program Requirements:

- 39) The Provider agrees to meet all requirements of the School Readiness program, which are set forth in 45CFR98 (Code of Federal Regulations), s.402.25 and s. 411.01 of the Florida Statutes, and Rule 60BB-4 of the Florida Administrative Code.

VIII. Professional Development:

- 40) The Provider agrees to comply with the educational and other requirements of Section 402.313, F.S., Rule 65C-20 and Rule 65C-22, F.A.C. Professional

IX. Developmentally Appropriate Curricula and Character Development Programs

- 41) The Provider agrees to implement a Coalition approved developmentally appropriate curriculum and character development program in accordance with s.411.01, Florida Statutes. If the Provider intends to implement a curriculum and character development program that are not on the Coalition's list of approved programs, the Provider agrees to submit documentation of the materials to be used, to the Coalition for review and approval. The Provider understands that failure to implement a developmentally appropriate curriculum and character development program that have been approved by the Coalition will result in suspension of approval to receive school readiness funding. (A list of Coalition approved curriculum is available on the following website:) www.elcmdm.org/Providers/curriculum/Curriculum.html

X. Assessment and Screening of Children Birth to Five:

- 42) The Provider agrees to administer the Coalition approved screening tool (questionnaire) to all children ages birth to five, who have parental consent, within 45 days of entry into the program and annually as long as the child remains in the program. Training and materials as well as technical assistance on the use of the tool is provided by the Coalition or its contracted provider.
- 43) The Provider agrees to permit Coalition designated agencies to conduct a pre and post assessment of selected children ages birth to five, during the fall and spring.
- 44) The Provider agrees to share the screening and assessment results with the child's parents within 30 days of receipt of results. The Provider agrees to submit all results to the Contracted Service Provider timely. The Provider will retain copies of the screening and/or assessment results for a minimum of five years.
- 45) The Provider agrees to participate in and support the provision of vision and hearing screenings and follow-up for children ages two to five. The Coalition will provide vision and hearing screenings to children ages zero to two upon request from the Provider.

XI. Family and Cultural Involvement:

- 46) The Provider agrees to have an "open door" policy for families.
- 47) The Provider agrees to provide new and prospective families with a parent handbook or informational materials that include at a minimum, an attendance and disciplinary policy.
- 48) The Provider will utilize a variety of methods to communicate information to families.

XII. Healthful and Safe Environment:

- 49) If the Provider is:
 - A state licensed childcare center, the Provider agrees to comply with all requirements of 65C-22, F.A.C. and Chapter 402.302-319 Florida Statutes;
 - Religiously exempt from licensure under ss. 402.316, F.S., or is a public or non-public school under ss. 402.3025, F.S., the Provider agrees to comply with the health and safety standards set forth in ss. 402.302-319 F.S. and 65C-22, F.A.C., with the exception of 65C-22.001 (1) and (2)(a), FAC which require licensure;
 - A large licensed family day care home, licensed family childcare home, enrichment service provider, summer camp, or informal provider, the Provider agrees to comply with the health and safety standards of Chapter 402.302-319 Florida Statutes and Rule 65C-20, FAC.

(Copies of these requirements may be found on the following website: www.MyFlorida.com/childcare. In addition, Provider s will be provided copies upon request.)

- As a participant in the Child Care Food Program, the Provider agrees to comply with all requirements of the Florida Department of Health as relates to the Child Care Food Program.

(Copies of these requirements may be found on the following website: www.doh.state.fl.us . In addition, Providers will be provided copies upon request.)

XIII. Administration:

- 50) The Provider agrees to ensure the confidentiality of the child's individual and family information and shall require staff to complete a confidentiality form. In the absence of parental consent, Information associated with the School Readiness Program shall only be made available to the legal parent/guardian; the Coalition and/or its designee; the United States Secretary of Education; the United States Secretary of Health and Human Services; the Comptroller General of the United States for federal audits; individuals or

organizations conducting studies for institutions to develop, validate, or administer assessments or improve instruction; accrediting organizations in order to carry out their accrediting functions; appropriate parties in connection with an emergency if the information is necessary to protect the health or safety of the child enrollee or other individuals; the Auditor General in connection with his or her official functions; a court of competent jurisdiction in compliance with an order of that court in accordance with a lawfully issued subpoena; parties to an interagency agreement among early learning coalitions, local governmental agencies, providers of school readiness programs, state agencies, and AWI for the purpose of implementing the school readiness program in accordance with s.411.011, Florida Statutes.

- 51) The Provider agrees to permit the Coalition, its designee, and AWI to enter the Provider's facility during hours of operation to verify the Provider's compliance with this agreement, School Readiness procedures as set forth in federal and state law, and AWI policies and procedures. This paragraph does not authorize the Coalition to enforce licensing requirements under section 402.302-402.319 F.S. or impose any requirement beyond this agreement.

XIV. Compliance Verification:

- 52) The Provider agrees to allow the Coalition, its designee, and AWI to inspect and copy records pertaining to the School Readiness program. The Provider may charge a reasonable fee to pay for the cost of copying records.
- 53) If the Provider fails to comply with all terms and conditions of this Agreement or with the requirements of the School Readiness Program set forth in federal and state law, AWI policy and procedure, and the Coalition's policy and procedures, the Coalition shall notify the Provider of non-compliance in writing. The Coalition will give the Provider 30 business days to comply, except for intentional violations of sections II and III of this agreement. The Provider may request technical assistance from the Coalition. If, after technical assistance has been provided, the Provider is still unable to comply, the Coalition will provide a corrective action plan to identify the areas of non-compliance, as well as the measures for corrective action. Depending on the degree of non-compliance, the timeline for corrective action may extend to 60 days. Failure to make appropriate corrections may result in termination of this agreement.
- 54) The Coalition agrees to provide technical assistance to Providers as needed to assist with compliance with the terms and conditions of this Agreement.

XV. Nondiscrimination:

- 55) The Provider agrees not to discriminate against any parent or child based on their race, color, national origin, disability, or religion.

XVI. Termination:

- 56) The Provider and the Coalition may agree to terminate this agreement by mutual consent. Written notice of termination must be given and alternative arrangements for uninterrupted services shall be made at least 30 calendar days before the termination date for children served under this agreement.

XVII. Indemnification:

- 57) The Provider is fully liable for the actions of its agents, employees, partners, contractors, and subcontractors and shall indemnify, defend, and hold harmless the COALITION, the Agency for Workforce Innovation, and their officers, agents, employees, contractors, and subcontractors (the "indemnified Parties") from any and all claims, demands, suits, actions, investigations, costs (including reasonable attorneys' fees), liabilities, damages or losses of every name and description incurred or suffered by the Indemnified Parties directly or indirectly, in connection with: (i) the failure of the Provider to strictly abide by the terms of this Agreement, (ii) any intentional or willful misconduct, recklessness, or any negligent act or omission of the Provider, including violations of any laws, and (iii) any personal injury and/or damage to real or personal tangible property to the extent caused by the Provider, its agents, employees, partners, contractors, or subcontractors. If the Provider is a county government, public school or school district, this paragraph is limited to the extent required by section 768.28, Florida Statutes. The party seeking

indemnification shall (a) promptly, but no later than 20 business days, notify the indemnifying party in writing of such action, (b) give the indemnifying party primary control over the defense of such action and any related settlement negotiations, and (c) cooperate with the indemnifying party in the defense. If either party fails to defend and hold harmless the other party pursuant to the Section XVII, the party to be indemnified may defend the action and shall be entitled to recover from the other party any and all expenses, including reasonable attorneys' fees incurred by it in such dispute.

XVIII. Dispute Resolution:

58) The Provider understands it has the right to appeal any issues of dispute. Any Provider who has a dispute with the Coalition or its contracted provider may file a grievance with the Coalition. If the dispute cannot be resolved at the first step of the grievance process, the Provider may submit a written request for review of grievance to the Coalition's Provider Services Committee. If the complainant is dissatisfied with the Coalition's Provider Services Committee's decision, the issue may be raised to the Coalition's Board of Directors for review. The Coalition's Board of Directors will make the final decision. In the event there is dissatisfaction with the outcome provided by the Coalitions' Board of Directors, the Provider may seek further remedies, if any, as permitted by the laws of the State of Florida. This dispute resolution procedure is outlined in the Coalition's Handling Provider and/or Parent Complaints/Grievance Policy, 5.1.3.

XIX. COALITION Responsibilities:

59) The Coalition and its Contracted Service Provider are obligated to report to the Florida Department of Law Enforcement (FDLE), any case where there is sufficient reason to believe that any information is submitted with the intent to commit fraud. Any identified licensing deficiencies will be reported to the Department of Children and Families.

60) The Coalition supports all licensed, licensed-exempt, public and private centers family childcare homes, and informal providers in the provision of quality school readiness services. To that end, the Coalition will provide, as funding is available, training, technical assistance, scholarships, mini-grants, and program resources, such as books, toys, materials, curricula, management resources, etc., to support quality efforts for all School Readiness Providers who are parties to this agreement.

61) Persons authorized by the Coalition may visit the program to ensure standards are met. If any Provider is unable to meet and/or maintain these standards, technical assistance may be provided. If, after technical assistance has been provided, the Provider is still unable to meet and/or maintain these standards, the Coalition will provide a corrective action plan to identify the areas of non-compliance, as well as the measures for corrective action. Depending on the degree of non-compliance, the timeline for corrective action may extend to 60 days. Failure to make appropriate corrections may result in termination of this agreement.

62) The Coalition, or its designee, will ensure all requirements of this agreement are met. The Contracted Service Provider is required to do the following as specified in their contract:

- Determine eligibility of clients and assign re-determination dates;
- Provide notification to Providers of the client's re-determination date;
- Notify Providers electronically, in writing, or by telephone, as necessary, of re-determination status prior to end date to prevent disruption in service provision;
- Notify Providers of client's termination of care;
- Ensure payments are made to Providers on schedule;
- Ensure a summary is provided with monthly payments;
- Ensure any reconciliation for payment omissions or errors is reconciled and paid the following month.

SIGNATURE PAGE

IN WITNESS WHEREOF, a duly authorized representative of each Party hereto has executed this Agreement as of the date set forth in Paragraph 1. Each Party also acknowledges that it has read the Provider Agreement and agrees to comply with the terms within this document.

Name of Provider: _____

Address of Provider: _____

City, State, and Zip: _____

Signature of Director/Operator/Principal or Authorized Representative Date

Print Name Title

EARLY LEARNING COALITION OF MIAMI-DADE/MONROE, INC.

Signature of Coalition Executive Director or Authorized Representative Date

Evelio Torres _____ President/CEO
Print Name Title

