

Provider Contract for School Readiness Funded Services

FY 2011-12



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

Instructions for School Readiness Provider Contract

Who must complete the Contract?

All Providers receiving school readiness funding are required to complete this Contract. Providers will not be reimbursed for any services delivered prior to executing a Contract 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 Contract

Mail, fax, or deliver an original, signed and completed Contract 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.

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

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

Current Private Pay Rate Schedule for FY 2011-12

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 (Religious Exempt Providers only)

Copy of Gold Seal Certification (If applicable)

Copy of Accreditation Certification (If applicable)

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

Florida Child Care Resource & Referral Provider Update Form 2010-2011

Name of Person filling out form: <hr/>	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	Miami-Dade County Department of Human Services Child Development Services Child Care Resource & Referral 2525 NW 62 nd St., 4 th Floor Miami, Florida 33147 T(305) 514-6200 F(305) 514-6226 www.miamidade.gov/dhs/childcare
Family Child Care Home or Business Name: CCR&R Name:		(as it appears on License)	
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 Contract
<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 Contract	<input type="checkbox"/>	Private School	<input type="checkbox"/>	Other (list below)
<input type="checkbox"/>	Exempt School Age SR Contract	<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		

6. 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.

7. 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		

8. 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		

9. 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)

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								

10. 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 <u>AM or PM</u>		circle <u>AM or PM</u>		
What are the ages you serve?		From (minimum age): _____		To (maximum age): _____		Years
Sample: 2 months to 6 years						

11. 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	

12. 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		

13a. Total number _____ of staff that work directly with children in care.

13b. 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		

14. 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 Contract	<input type="checkbox"/>	Voucher-Other Agencies (list)
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15. 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):		

16. 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 (305-514-6200).



**EARLY LEARNING COALITION of MIAMI-DADE/MONROE
2011-12
PROVIDER CONTRACT FOR SCHOOL READINESS SERVICES**

I. Parties and Terms of Contract:

- 1.) This Contract 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").
- 2.) This Contract applies to the 2011-2012 fiscal year. This contract begins on the date on which the Contract is signed by the last party required to sign the Contract. Provider will not receive payment for School Readiness (SR) program services before this Contract is fully executed by both parties or after expiration of the Contract.
- 3.) Provider certifies that each location at which Provider offers the SR program meets all of the qualifications and requirements for offering the SR program established by statute, rule, and this Contract at all times Provider offers the SR program. Provider agrees that failure to comply with all of the qualifications and requirements for offering the SR program at all times at any location at which Provider offers the SR program may result in ineligibility to offer the SR program at that location and termination of this Contract in whole or in part.
- 4.) The Coalition binds the successors, assigns, and legal representatives of Provider and of any legal entity that succeeds to the obligations of the State of Florida, Agency for Workforce Innovation (AWI), or the Coalition. In addition, whenever a party to the Contract changes, a new Contract must be executed.

II. Coalition Responsibilities:

- 5.) 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, and other means of support to any Provider who would like assistance in meeting SR program standards.
- 6.) The Coalition has ultimate responsibility for determining the eligibility of children enrolling in the SR program. The Coalition has designated Miami-Dade County Department of Human Services, Child Development Services (hereinafter referred to as the "Contracted Service Provider") as the central agency to implement the program requirements. The Contracted Service Provider will issue a child care certificate (also known as a payment certificate) to each eligible child who enrolls in the SR program.

III. Monitoring and Auditing:

- 7.) The Coalition will ensure that all requirements of this Contract are met, providing information and assistance as specified in this Contract and monitoring the Provider for compliance. The Coalition, its designee and its Contracted Service Provider will monitor the Provider for compliance with all federal, and state laws, federal regulations, Agency rules, regulations and policies, and Coalition policies and procedures
- 8.) The Provider agrees to uphold regulation standards. The Coalition will report any identified regulation deficiencies at private providers to the Department of Children and Families (DCF), as applicable, or the

accrediting organization if the Provider has a license exempt status. The Coalition will report any identified regulation deficiencies at public schools to the local school district.

- 9.) 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 contract, 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 contract.
- 10.) The Coalition is required to report to the Department of Financial Services, for further investigation, cases where there is sufficient reason to believe that the Provider has knowingly provided or submitted fraudulent 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 and/or a discontinuance of further participation in the SR program.

IV. Provider Responsibilities:

- 11.) The Provider agrees to enroll children for the SR program only with written authorization from the Coalition or its Contracted Service Provider. The Provider shall not admit a child into its SR program without a child care certificate. Additionally, the Provider understands that it will not be paid for services provided to a child beyond the end date identified by the Contracted Service Provider.
- 12.) The Provider agrees to adhere to all state and local regulation standards, including background screening. Provider agrees 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. Programs requiring licensure must remain in substantial compliance with licensing authorities. Programs exempt from licensure, including Informal Providers, are required to meet regulatory requirements and be monitored for adherence to the health and safety standards outlined in state licensing requirements.
- 13.) The Provider agrees 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.
- 14.) The Provider agrees to complete direct deposit paperwork in order to receive SR reimbursement for services rendered.
- 15.) The Provider agrees to provide a parent the right of unlimited access to their child during regular business hours and anytime their child is in care and the Provider agrees to have a working telephone to make and/or receive phone calls at all times regarding SR children in its care.
- 16.) The Provider agrees to maintain appropriate liability insurance. The Provider agrees to furnish to the Coalition written evidence of general liability insurance coverage, including coverage of transportation of children (if SR children are transported by the program).
- 17.) The Provider agrees to comply with the health and safety standards in accordance with 411.01(5)(c)2.f.,F.S.
- 18.) Within 30 days of enrolling a child, the Provider agrees to obtain information from the parent/guardian regarding the child's age-appropriate immunizations, physical development and other health requirements as necessary, including age-appropriate vision and hearing screenings and examinations.
- 19.) The Provider agrees to ensure its staff meet all training and professional development requirements in accordance with Florida state statutes and administrative codes as applicable,

- 20.) The Provider agrees to utilize an approved developmentally appropriate curriculum and an approved character development program that support the implementation of the Florida Early Learning and Developmental Standards. (This does not apply to school age only programs). 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 curricula is available on the following website): www.elcmdm.org/Providers/curriculum/Curriculum.html
- 21.) In accordance with the policies and procedures of AWI and the Coalition, the Provider agrees to offer each child from birth to five years of age scheduled activities and instruction that are designed to enhance the age-appropriate progress of each child in attaining the performance standards adopted by AWI.
- 22.) The Provider agrees to participate in the SR child screening process designed to identify children in need of further evaluation for special needs. The Provider agrees that all SR children aged birth to five years, who have parent's/guardian's consent will receive the Coalition approved screening tool (Questionnaire) within 45 days of child's entry into the program and annually as long as the child remains in the program. The Provider agrees that children identified with special needs are referred to the needed therapeutic services.
- 23.) The Provider agrees to participate in the SR age-appropriate child assessment process and allow Coalition designated agencies to conduct a pre and post assessment of selected children ages birth to five, during the fall and spring. 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.
- 24.) The Provider agrees to ensure that minimum standards for child discipline practices are age-appropriate. The standards must ensure that children are not subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking and other forms of physical punishment are prohibited.
- 25.) 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 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, agree to sign in blue or black ink, the "authorized signature" section of each attendance roster sheet.
- 26.) The Provider agrees that the parent/guardian has the right to choose the provider of child care services for his/her children. In the event the parent/guardian chooses to change to a different provider, it is within the parent's/guardian's 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
- 27.) 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's 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

- 28.) 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), F.A.C.
- 29.) The Provider agrees to abide by the provisions of the “Rilya Wilson Act” (39.604,F.S.). If the Provider is caring for an At Risk child of any age, the Provider agrees to notify DCF or Our Kids, Inc, its contracted Community Based Care Lead Agency by the end of the business day following the unexcused absence or seven (7) consecutive days of excused absences. (The At Risk Child Absence Report form is available on the following website): www.elcmdm.org/our_services/SchoolReadiness.html.
- 30.) The Provider agrees to adhere to state child abuse and neglect reporting requirements. The Provider agrees to ensure that staff is knowledgeable and follow guidelines relative to child abuse, neglect, or other event reportable under Section 39.201, F.S. The Provider agrees to report immediately known or suspected abuse or neglect to the Abuse Hotline at (800) 962-2873. The Provider agrees to inform the Coalition of the matter within one (1) hour of learning of the suspected incident and reporting it to the Abuse Hotline.

V. Maintenance of Records, Data, and Confidentiality

- 31.) The Provider agrees to protect the confidentiality of child and family information. The Provider agrees to have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Information associated with the SR program shall only be available to the Provider, the parent/guardian, the Coalition, AWI, and federal agencies as required for audit and research information.
- 32.) The Provider agrees to maintain all records, including enrollment, attendance, fiscal and other reimbursement records for audit purposes for a period of five (5) years or until the resolution of any audit findings or any litigation related to the Contract, whichever occurs last. The Provider agrees to allow unlimited access to said records to AWI, the Coalition and its Contracted Service Provider. The Provider agrees that records may also be released to: 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; and a court of competent jurisdiction in compliance with an order of that court in accordance with lawfully issued subpoena. The Provider agrees to comply with the requirements established in the retention schedules and disposal process adopted under section 119.021(2), F.S.
- 33.) In the event that the Provider permanently ceases to offer the SR program before the conclusion of the retention period for SR records as described in paragraph 32, whether as a result of unilateral or mutual termination of the Provider’s eligibility to offer the SR program or as a result of the Provider ceasing to do business, the Provider shall transfer all SR records required to be maintained to the Coalition.

VI. Compensation and Funding

- 34.) The Provider agrees to accept the reimbursement rate established by the Coalition and approved by AWI. The Provider understands that payment is based on budget availability and understands rates may differ for individual children. 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 AWI and the Coalition.
- 35.) The Provider agrees to provide information concerning its published private child care rates, to report any changes in Gold Seal status and to not charge parents/guardians receiving SR services a higher rate than that charged to private pay clients. The Provider agrees to provide the parent/guardian with information on the required co-payment amount and a list of any additional program fees prior to the parent/guardian enrolling a child in the Provider’s SR program.
- 36.) The Provider agrees to collect from the parent/guardian, the parent co-payment that is designated by the Contracted Service Provider. The Contracted Service Provider will automatically deduct the required co-payment from the monthly reimbursement payment. The Provider agrees to provide the parent/guardian

with a receipt for payment and to notify the Contracted Service Provider within 14 calendar days of nonpayment of parent co-payments.

- 37.) The Provider agrees to maintain daily sign-in/sign-out sheets; to submit accurate attendance rosters monthly of all children who attend their facility and 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.
- 38.) 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. The Provider agrees to require parents to sign children in and out on a daily basis. 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. Pre-signing of the daily sign-in/sign-out sheets is prohibited and reimbursements made to providers for pre-signed sheets will be recouped by the Contracted Service Provider.
- 39.) 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 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.
- 40.) The Provider agrees to follow the holiday schedule approved by the Coalition and the Contracted Service Provider, which may include up to 12 paid days per year and understands that these are the only days for which the Provider will receive reimbursement.
- 41.) 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.
- 42.) The Provider agrees to maintain an Emergency Plan, 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 Provider agrees all requests for compensation for temporary closures beyond the Provider's control will be handled in accordance with the rules and policies of AWI and the Coalition.
- 43.) The Provider understands that expenditures submitted for reimbursement may be questioned and/or disallowed based on AWI rules and Coalition policies and procedures. Any disallowed expenditure may be deducted from any future reimbursement. The Provider agrees to return to the Coalition any funds received as a result of error or overpayment or disallowed cost. If the Provider ceases to offer the SR program before the payment is fully offset, the Provider agrees to return the funds it was overpaid. If the Provider fails to return the funds it was overpaid, the Provider may be subject to collections efforts.
- 44.) If the Provider is a Head Start Agency, the Provider understands that in accordance with federal law, the Provider's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance".
- 45.) If the Provider receives federal funds under Title 20, United States Code, sections 6311-6322 (Title I), the Provider understands that, in accordance with federal law, the Provider may "use [those Title I] Federal funds to supplement, [but] not [to] supplant non-Federal funds."

VII. Non-Discrimination

46.) The Provider agrees not to discriminate against children on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability and shall not discriminate against staff, on the basis of religion, in the employment of caregivers.

VIII. Termination and Non-Compliance

47.) The Coalition may terminate this Contract if the Provider fails to comply with all federal and state laws, federal regulations, Agency rules, regulations, and policies, this Contract, or corrective action required under this Contract or if the actions of the Provider are not in substantial compliance with the provisions of the SR program. The Coalition shall notify the Provider in writing by certified mail with return receipt requested, at least 14 calendar days before terminating this Contract under this paragraph.

48.) The Provider is disqualified from receiving SR funding for a minimum period of 12 months if the Coalition terminates the Provider's Contract.

49.) The Coalition may act to suspend a provider from the School Readiness program in the event that DCF, the Coalition, or an equivalent overseeing entity, initiates action against a program's license or determines that the program has received violations as follows: If a provider has received one (1) Class I licensing violation, the Coalition may suspend payment for up to twelve (12) months; or if a provider has received three (3) Class II licensing violations of the same Class II standard during any consecutive 12 month period, the Coalition may suspend payment for up to six (6) months. Additionally, the Coalition may suspend payment if it determines that there has been a health and safety violation for license exempt and unlicensed programs.

50.) The Provider agrees that the Coalition may require corrective action if the Provider fails to comply with all federal and state laws, federal regulations, Agency rules, regulations, and policies, or this Contract. The Coalition will notify the Provider in writing of the failure to comply with the preceding requirements, prior to requiring corrective action. The notice shall state the manner in which the Provider failed to comply with said requirements and state a date by which the corrective action must be completed. The Coalition may temporarily withhold funds until the Provider completes the corrective action. If the Provider fails to complete the corrective action by the completion date, the Coalition may terminate this Contract or permanently withhold funds for the period the Provider was not in compliance, after notifying the Provider in writing by certified mail with return receipt requested at least 14 calendar days before the funds are withheld or before terminating this Contract. If the Provider refuses delivery of the notification, the Coalition shall document it and may terminate this Contract. Actions taken under this paragraph are subject to dispute resolution as described in the Contract.

51.) The Provider and the Coalition may agree to terminate this Contract by mutual consent or the Coalition may unilaterally terminate this Contract for any reason. 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 Contract.

52.) Any obligation or payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, the Coalition shall terminate this Contract after providing written notice in writing by certified mail with return receipt requested at least 24 hours before terminating this Contract. In the event of termination of this Contract under this paragraph, the Provider shall be paid for the SR hours completed prior to the termination of this Contract.

53.) Notwithstanding any other provision of this Contract, the Coalition may immediately terminate this Contract upon revocation/suspension/termination of Provider's licensure or accreditation or under the Provider's ability to legally operate, as applicable. The Coalition may also immediately terminate this Contract upon a determination by DCF or the Coalition that the health and safety of children admitted to the Provider's SR program have been or are currently in jeopardy, including, but not limited to, a finding that personnel do not have current level 2 background screenings.

- 54.) If the Provider, after investigation and adjudication by a court of competent jurisdiction, has fraudulently misrepresented enrollment or attendance for funds related to the SR program, the Coalition shall permanently disengage services of that Provider.

IX. Dispute Resolution

- 55.) The Provider agrees to give the Coalition the opportunity to address any disputes or disagreements concerning this Contract by providing notice of the dispute in writing to the Coalition. The Coalition agrees to respond to the notice of the dispute or disagreement in accordance with its grievance policies and procedures and, where applicable, to present a proposed method for resolution of the dispute or disagreement.

X. Notification

- 56.) The Provider agrees to report any changes in contact or program information within 14 calendar days or temporary emergency closings of the SR program within two (2) calendar days. Permanent business closings or changes in business location or ownership must be reported at least 14 calendar days prior to changes. The Provider agrees to provide program and business information in May of each year for inclusion in the Child Care Resource and Referral Network and is responsible for ensuring that the Coalition has up-to-date business and contact (including emergency contact) information.
- 57.) The Provider agrees to report unusual incidents to the Coalition within one (1) hour of learning of the incident and to submit a written report to the Coalition within three (3) calendar days. An unusual incident is any event involving the health and safety of children or any event that is likely to place the Provider or the Coalition at risk or cause negative public reaction. Examples of unusual incidents include, but are not limited to: accusations of abuse or neglect against the Provider or Provider's staff; serious accidents involving children or staff at the Provider's facility or any events that may result in negative publicity for the Provider or the Coalition.

XI. Indemnification

- 58.) 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, AWI, and their officers, agents, employees, contractors, and subcontractors from suits, actions, damages, and costs of every name and description, including reasonable attorneys' fees, arising from or relating to personal injury and 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, F.S.

XII. Severability

- 59.) If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XIII. Execution of Contract

The Provider has caused this Contract to be executed as of the date set forth in Paragraph 1.

Name of Provider: _____

Address of Provider: _____

City, State, and Zip: _____

Signature of Director/Operator/Principal or Authorized Representative **Date**

Print Name Title

The Coalition has caused this Contract to be executed as of the date set forth in Paragraph 1.

Signature of Coalition Executive Director or Authorized Representative **Date**

Evelio Torres President/CEO
Print Name Title