

**Early Learning Coalition of Pasco and Hernando Counties, Inc.
School Readiness Provider Payment Agreement**

2010-2011



A. Parties:

This legally binding Payment Agreement (hereinafter known as “Agreement”) is made and entered into this _____ day of _____, 2010 by and between:

Provider Name, City, Zip Code

(hereinafter known as “PROVIDER”) and the Early Learning Coalition of Pasco and Hernando Counties, Inc. with its principal office located at 15506 County Line Road, Suite 103, Spring Hill, FL 34610 (hereinafter referred to as the “COALITION”).

B. Purpose:

The purpose of this agreement is to fully communicate the partnership between the COALITION and PROVIDER to work collaboratively to prepare children for success in school through providing the highest quality early care and education for children participating in the School Readiness program.

C. General:

1. The Florida Legislature designated the Agency for Workforce Innovation (AWI) as the lead agency for Child Care Development Funds provided through 45 Code of Federal Regulations 98 which includes funds for School Readiness and Resource and Referral Programs. The legislature also created Early Learning Coalitions to administer the School Readiness funds to serve their local communities. The COALITION is the authorized entity for the administration of School Readiness Services in Pasco and Hernando Counties.
2. This Agreement will be in effect from July 1, 2010 through June 30, 2011.
3. The PROVIDER understands that School Readiness funding is limited. This agreement does not guarantee the placement of children. Children are placed based upon parental choice and funding availability.
4. The PROVIDER understands that 45 CFR 98 (Code of Federal Regulations), Chapter 402.25 and 411.01 F.S., and Rule 60BB-4 of the Florida Administrative Code set forth all requirements of the School Readiness programs. The PROVIDER agrees that by signing this agreement as a prospective recipient of School Readiness funding, you will ensure that your child care program meets these requirements.
5. PROVIDER acknowledges that providing information in order to obtain benefits, payments or reimbursement to which they are not entitled, or to increase the benefits, payments or reimbursements, is unlawful behavior.

If you knowingly provide false information, omit requested information, sign inaccurate attendance documents, or fail to promptly report changes which would directly affect your eligibility as a School Readiness provider, you will be required to return unauthorized subsidy payments, denied further participation in the program, and/or referred to the Florida Department of Law Enforcement, Public Assistance Fraud Division for further investigation.

D. Program Information:

1. Provider/Business Name:

(This is the legal business name)

2. Mailing Address:

3. City: _____

Zip: _____

4. Physical Address:

(If different from above)

5. City : _____

Zip: _____

6. Contact Name(s):

7. E-mail Address(es):

8. Phone Number: _____

Fax Number: _____

9. Type of program: (Check all that apply)

- Before/After school only program
- Faith-Based Exempt Child Care Center
- Informal Family Child Care Home
- Licensed Child Care Center
- Licensed Family Child Care Home
- Licensed Large Family Child Care Home
- Registered Family Child Care Home
- Summer Only Program

****License, registration letter, or exempt certificate must be submitted with this agreement****

10. Are you an Accredited Provider: _____ Yes _____ No
If yes, please provide the name of accrediting association and date of accreditation:

Expiration date: _____

11. Are you a Gold Seal Accredited Provider: _____ Yes _____ No

Expiration date: _____

E. Provider Eligibility:

1. The PROVIDER certifies that they are either a licensed, registered or informal child care provider pursuant to Florida Statute 402.301-319; religious exempt faith based provider pursuant to Florida Statute 402.316; or public or private school provider pursuant to Florida Statute 402.305.
2. PROVIDER affirms that all child care personnel employed are of good moral character and in compliance with Level 2 background screening requirements pursuant to Florida Statute 435.04. At a minimum, each child care personnel file must contain the following:
 - Attestation of Good Moral Character (required annually)
 - Proof of FDLE clearance (every five (5) years)
 - Proof of FBI clearance
 - Proof of Local Law Check Clearance

PROVIDER affirms that if operating as an Informal Family Child Care Home or Registered Family Child Care Home, all residents 18 years and older complete a Level 1 background screening pursuant to Florida Statute 435.03, including an Attestation of Good Moral Character and Proof of Local Law Check Clearance.

3. The PROVIDER agrees to provide a healthy and safe environment (Florida Statute 411.01 (5)(c)2.f & 402.301).
4. The COALITION has reviewed the provider's information and determined that the provider is eligible to deliver the School Readiness Program.

F. Provider Responsibility to Parents:

1. Parental Access: The PROVIDER agrees that federal and state laws (Florida Statute 402.305 (11) & 45 Code of Federal Regulations (98) mandate that a parent has the right of unlimited access to their child during regular business hours and any time their child is in care. Provider has an "open door" policy for families which states that parents have access to their children whenever the child is in care.
2. Working land-line Telephone: PROVIDER agrees to have a working land-line telephone available to make or receive phone calls whenever children are in care.
3. Parent's Right to obtain a copy of records: The PROVIDER agrees that parents have the right (Florida Statute 411.01) to review their child's records and, upon request, will be provided copies of their child's records.
4. Parental Notification: The PROVIDER understands that the COALITION or its designee may exercise its right to notify families if the PROVIDER has not maintained the standards set forth by the Early Learning Coalition of Pasco and Hernando Counties, or if the provider has been the subject of administrative sanctions by the Department of Children and Families or the accrediting agency responsible for accreditation standing.

5. Parental Choice: The PROVIDER understands and agrees that the parent has a choice of child care providers (Florida Statute 411.01 (7)(a)). In the event the parent chooses to move to a different child care provider, it is within their prerogative to do so.

G. Healthy and Safe Environment: (Florida Statutes 411.01 (5)(c)2.f & 402.301)

1. The PROVIDER agrees to serve meals and/or snacks which are nutritious, including infant formula (if applicable); parents are provided nutrition information for preparing meals, snacks, and infant formula. The PROVIDER will ensure that potable drinking water is available at all times.
2. The PROVIDER agrees to ensure that immunizations and physicals are current and up to date within 30 days of enrollment for all children in their care.
3. The PROVIDER agrees to protect the health of all children in their care.
4. The PROVIDER agrees to have and follow a written medication policy.
5. The PROVIDER agrees to have at least one staff member certified in CPR and First Aid on site at all times.
6. The PROVIDER agrees to have the following information for each child available at all times: child's name, birth date, guardian's name, child's address, guardian's phone number, and emergency contact numbers for the child, and any allergies the child may have.
7. The PROVIDER requires frequent hand washing of staff and children, especially after using the toilet and immediately prior to meals and snacks.

H. Program Requirements: (Florida Statutes 411.01 & 402.25)

1. The PROVIDER agrees to meet all requirements of the School Readiness program which are set forth in 45 Code of Federal Regulations 98, Florida Statute 402.25 and Florida Statute 411.01, and Rule 60BB-4 Florida Administrative Code.
2. The PROVIDER understands that according to Florida Statute 39.201, anyone who knows or has reasonable cause to suspect that a child has been or is being abused, abandoned, or neglected, must report this information to 1-800-962-2873.
3. **For Programs Serving Children Birth to Five Years**, the PROVIDER agrees to meet the following standards consistent with the requirements and goals of the School Readiness program.

Curriculum and Learning Environment (this does not apply to after school only or summer only programs)

- The PROVIDER will utilize one of the COALITION's approved curricula listed below that supports the implementation of the Florida Performance Standards (Florida Statute 411.01 (5)(c)2.a). **Please check which curriculum your program is currently using:**
 - Beyond Centers & Circle Time
 - Beyond Cribs & Rattles
 - DLM
 - Creative Curriculum
 - Funshine
 - High Reach
 - High Scope
 - Montessori
 - Scholastic Theme Based Curriculum
 - Wee Learn combined with Abeka

A PROVIDER may request that another curriculum be approved for use by submitting it to the COALITION in advance for approval.

- PROVIDER's program is inclusive of children with special needs and supports the development and individual needs of all children. PROVIDER will document daily planning with written activities for each day.
 - PROVIDER posts and follows a daily schedule for preschool children that includes, at the minimum, the following (Florida Statute 411.01 (5)(d)2):
 - One hour of uninterrupted child-initiated choice time between 8:30 a.m. and noon to include the following learning areas: Blocks, Dramatic Play, Art, Music, Discovery, Table Toys, Library, Writing, Sensory Motor (sand and water).
 - Small Group, teacher-directed activities that address essential concepts (colors, shapes, self-help skills, etc.).
 - Literacy activities and reading to children a minimum of 30 minutes per day.
 - Music activities each day which include a minimum of 30 minutes of classical music per day.
 - Outside activities for a minimum of 30 minutes twice per day, depending on length of day and weather permitting, as age appropriate.
 - PROVIDER posts and follows a daily schedule for infants, toddlers, and two-year-olds that includes, at minimum, the following (Florida Statute 411.01 (5)(d)2):
 - Infants are fed and diapered according to their needs.
 - Infants and toddlers are free to move around the indoor play area.
 - Infants are not kept in cribs when awake.
 - Infants, toddlers and twos are not kept in high chairs, playpens, or bucket seat tables for more than fifteen minutes unless eating.
 - Infants are given floor time with staff who encourage gross motor activities on a daily basis.
 - Infants and toddlers have access to materials that support their fine motor development.
 - Flexible schedule and planned activities provide a balance of active and quiet time, indoors and out, and experiences that include: sensory, language and motor development.
 - Varieties of musical activities are offered including classical music exposure.
 - Sensory/process oriented art activities are available for toddlers and two-year-olds.
 - Children are read to individually or in small groups, for short periods throughout the day.
4. For programs serving School Age children, the PROVIDER agrees to meet the following standards consistent with the requirements and goals of the School Readiness program (Florida Statute 411.01 (5)(d) 2).

Program Structure/Activities

- PROVIDER prepares a daily schedule that is flexible, with children transitioning smoothly from one activity to another at their own pace or as a group.
- PROVIDER utilizes a wide variety of indoor and outdoor activities for children to choose from that provide social, recreational, and educational opportunities.
- PROVIDER provides developmentally appropriate activities.
- PROVIDER includes a sufficient amount of materials that are accessible and in good working order for the number of children in the program.

Indoor/Outdoor Environment

- PROVIDER ensures indoor and outdoor space is sufficient to meet the needs of children in the program.
- PROVIDER maintains equipment and materials that allow children to be independent and creative to explore their interests.

I. Child Developmental Screening and Assessment:

1. The PROVIDER agrees to conduct developmental screenings for all children ages birth through five funded through the School Readiness program (Florida Statute 411.227 (1)(a)2) within 30 days of receipt of the age appropriate developmental screening tool. Failure to complete these screenings may result in a delay in payment.
2. The PROVIDER agrees to conduct age-appropriate pre/post assessment of each child's development using an instrument approved by the COALITION (Florida Statute 411.01(5)(c)2.c.d). Failure to complete these screenings may result in a delay in payment.

J. Family Involvement and Cultural Continuity: (Florida Statute 402.45)

1. The PROVIDER agrees that teachers and child care staff work closely with families in partnership to ensure high quality care and education for children.
2. The PROVIDER agrees to help parents feel supported and welcomed as observers and contributors to the program by encouraging family members to visit the program and become involved through volunteering.
3. The PROVIDER agrees to provide programs that respect the cultural heritage and beliefs of children and their families.
4. The PROVIDER agrees to provide new and prospective families with a parent handbook and/or informational materials that include, at a minimum, an attendance policy and a discipline policy.
5. The PROVIDER will utilize newsletters, notes, and bulletin boards to share program information and to communicate information about the children's well-being through parent/teacher conferences.
6. The PROVIDER agrees to help build links to families and the community through resources, outreach and community involvement.

K. Social and Emotional Development: (Florida Statute 402.305 (12))

1. The PROVIDER agrees to promote a positive discipline policy that provides responsibility and self control of children. The PROVIDER agrees to use positive techniques to guide the behavior of children by setting appropriate limits and encouraging children to resolve their own conflicts.
2. The PROVIDER agrees to engage with all children in positive and respectful ways, through listening, acceptance and appreciation.
3. The PROVIDER agrees to respond appropriately to the individual needs of children, recognizing their special interests, feelings, abilities and cultures. The PROVIDER agrees to encourage children to take initiative, make appropriate choices and be responsible.
4. The PROVIDER agrees to interact with children, varying approaches to help children learn to think for themselves, share problem-solving skills, make friends and use language skills through frequent conversation.

L. Program Administration:

1. The PROVIDER agrees to maintain historical attendance records and sign-in/sign-out sheets for a minimum of five years, in which the records must be kept one year on site and a minimum of four years thereafter either on site or in storage. The PROVIDER agrees to submit monthly reimbursement requests and attendance rosters promptly that are supported by monthly attendance sheets.
2. The PROVIDER agrees to ensure that there is a centralized location for parents to sign their child in and out. The PROVIDER agrees to maintain daily sign-in/sign-out sheets that accurately reflect the child's time of arrival, signature of responsible adult and the child's time of departure. (Initials only are not acceptable.)
3. The PROVIDER agrees that records as described above are maintained for audit purposes.
4. The PROVIDER agrees to ensure the confidentiality of the child's individual and family information by requiring all staff to complete a confidentiality agreement form. Information associated with the School Readiness program shall only be available to the PROVIDER, the legal parent/guardian, the COALITION, the Office of Early Learning (OEL), The Agency for Workforce Innovation (AWI) and/or other legally sanctioned entities (Florida Statute 411.011).

M. Nondiscrimination:

The PROVIDER understands that they may not discriminate against a parent or child, including refusal to admit a child for enrollment based solely on the grounds of race, color, national origin, disability or or religion (45 Code of Federal Regulations 98.46).

N. Student Eligibility, Enrollment and Attendance:

1. Enrollment Policy: PROVIDER agrees not to enroll any child with the expectation of receiving reimbursement without prior authorization by a representative of the COALITION. PROVIDER understands that if child care services are provided without proper authorization, those services will **not** be eligible for reimbursement.
2. Child Eligibility Status: PROVIDER agrees that payments will only be made for children eligible for services. PROVIDER understands that no payments will be made after the ending date of eligibility unless the child's continued eligibility has been established by the COALITION.
3. Attendance Records: The PROVIDER agrees to maintain daily sign-in/sign-out sheets and submit accurate attendance rosters monthly for all children who attend their facility and accurately identify absences. PROVIDER agrees to submit attendance rosters in accordance with COALITION instructions and understands that COALITION will pay up to three (3) unexcused absences per child per calendar month. Up to seven (7) additional absences may be paid with additional documentation such as doctor's note or court order. Additional absence requests require approval by the Coalition. PROVIDER understands that providing false information regarding a child's attendance will result in repayment requirements.
4. Attendance Audits: The PROVIDER agrees to record each child's attendance record daily and keep an attendance record on site at the facility. PROVIDER understands that the COALITION may audit attendance records at any time. Records that fail to substantiate the attendance rosters submitted for payment to the COALITION will automatically result in a disallowed payment. Disallowed payments may be deducted from any forthcoming reimbursement payment.
5. Unexcused Absences: The PROVIDER agrees to notify the COALITION immediately when the absences of an enrolled School Readiness child exceed ten (10).
6. Rilya Wilson Act: The PROVIDER agrees to follow the Rilya Wilson Act (Florida Statute 39.604) and all reporting requirements therein. The PROVIDER will notify the appropriate entity designated on the

child's enrollment certificate of any Protective Services (BG1) children who have an excused or unexcused absence.

O. Compensation and Funding:

1. Reimbursement Rate: PROVIDER agrees the amount of child care reimbursement to be paid for each child is limited and may differ for individual children. The maximum actual amount of reimbursement to be paid for a specific child will be based on the provider rate schedule for each fiscal year, beginning July 1 until June 30 of the following year, as approved by the COALITION. PROVIDER understands that a Rate Substantiation Form (Attachment 1) must be completed annually as part of this agreement to be eligible to participate in the School Readiness program.
2. Rate Restrictions: PROVIDER agrees to provide the COALITION with information concerning the published child care rates charged to parents by the provider. PROVIDER agrees not to charge the COALITION or the parent receiving School Readiness funding a higher rate than charged to other parents. PROVIDER understands they may charge the parent a differential rate if the published rate charged to private families is higher than the reimbursement rate paid by the COALITION.
3. Reporting Changes: PROVIDER agrees to promptly report all changes such as location or ownership, etc., to the COALITION no later than ten (10) working days prior to the change. PROVIDER understands that failure to provide proper notification could result in a delay of reimbursement. PROVIDER understands reimbursement is not transferrable and is non-assignable. The PROVIDER will notify the COALITION if the program director changes no later than five (5) working days of the change.
4. Holidays and Closings: PROVIDER understands that twelve (12) holiday closings are allowed per fiscal year. PROVIDER understands that a Holiday Schedule Form (Attachment 2) must be completed annually as part of this agreement to be eligible to participate in the School Readiness program. These holidays will be chosen annually and can not be changed. PROVIDER understands that parents must sign documentation stating that they are aware of the scheduled holidays each fiscal year. PROVIDER agrees to notify the COALITION immediately of any temporary or permanent closing.
5. Fee Collection: PROVIDER understands they are responsible for collecting parent fees from the parent that are designated by the COALITION to be paid by the parent. This parent fee is automatically deducted from the monthly reimbursement payment. PROVIDER agrees to give the parent or responsible adult a receipt, including dates of services covered, for fees as they are paid. PROVIDER understands that if a parent does not pay his/her parent fee, the PROVIDER must notify the COALITION within 30 business days and the PROVIDER has the option to request that services be immediately terminated. The PROVIDER understands that before a parent can transfer to another child care provider, the PROVIDER must verify that parent is current on fees. If a parent leaves the PROVIDER's program owing a fee, and the parent and PROVIDER mutually agree to a payment schedule, PROVIDER will notify the COALITION of the parent's compliance with this arrangement.
6. Reimbursement Payments: PROVIDER agrees to submit all required monthly attendance documents to a COALITION office no later than the 2nd business day by 5:00 p.m. A drop box and fax machine are available for this purpose as well as regular US mail. PROVIDER understands that payments for services will be distributed by the 20th business day of the month. **All payments must be made via direct deposit.** Any attendance rosters submitted after 5:00 p.m. on the 2nd business day may not be processed until the next reimbursement period.
7. Reimbursement Report: PROVIDER agrees all attendance documentation submitted for reimbursement will be accurate and supported by the parent's signature on the sign-in sign-out sheets.

8. Reconciling Reimbursement: The PROVIDER agrees to review the Final Provider Reimbursement Reports provided by the COALITION reimbursement staff each month with the reimbursement check stub. The PROVIDER agrees to report any discrepancy (underpayment or overpayment) within 30 days from the date the reimbursement is deposited.
9. Suspension of Payment: The PROVIDER understands that if an action is taken against the PROVIDER's license or accreditation, such as denial, revocation or suspension; or DCF issues a notice to cease operation; or the COALITION determines the PROVIDER is out of compliance with the requirements set forth in the Agreement, the COALITION may suspend School Readiness funds to the PROVIDER's program even if the PROVIDER appeals the action. Upon resolution, a decision will be made by the COALITION regarding continued participation in the School Readiness program.
10. Reimbursement Requirements: The PROVIDER agrees to follow all payment procedures adopted by the COALITION and/or mandated by AWI/OEL. The PROVIDER agrees to complete a W-9 (Attachment 3) as part of this Agreement to be eligible to participate in the School Readiness program. The PROVIDER agrees to return any funds received as a result of error or overpayment to the COALITION.

P. Compliance Verification:

1. The PROVIDER agrees to permit the COALITION, or AWI/OEL, without prior notification, to enter the PROVIDER's facility during hours of operation to verify the PROVIDER's compliance with this Agreement and the School Readiness program set forth in federal and state laws identified in this document, as well as the rules and regulations set forth by AWI/OEL, the COALITION and this Agreement. The PROVIDER agrees to allow the COALITION or AWI/OEL to inspect and copy the records maintained by the provider concerning the School Readiness program.
2. If the PROVIDER fails to comply with any of the terms or conditions of this Agreement or with all requirements of the School Readiness legislation as set forth in Federal Code, Florida statutes, state rules and procedures of the COALITION and AWI/OEL, the COALITION may notify the PROVIDER in writing and give the PROVIDER a period of at least ten (10) business days to comply. If the PROVIDER does not comply within the period given, the COALITION may terminate this Agreement, therefore disqualifying the PROVIDER as eligible for School Readiness funding.
3. The PROVIDER understands that any program found below 80% compliance with the terms of this Agreement will be required to submit a Corrective Action Plan and will receive a follow up evaluation within thirty (30) days. Corrective Action Plans will be monitored by the COALITION and failure to comply may result in termination of this Agreement, therefore disallowing continued disbursement of School Readiness funds. Refer to Program Monitoring Procedure for additional information regarding compliance with program assessments.

Q. Termination & Modification:

1. The PROVIDER or the COALITION may terminate this Agreement at any time upon prior written notice to the other party. Alternative arrangements for uninterrupted services shall be made for School Readiness children.
2. The PROVIDER understands and agrees that there may be a need to revise the terms of this Agreement in the event that COALITION policy, procedure or funding change. Modifications to this Agreement must be made in writing and signed by both parties.
3. The COALITION and the PROVIDER understand and agree that there may be a need to terminate this Agreement in the event of any legislative or funding changes. The COALITION may terminate this Agreement at will, due to lack of funds or breach or failure to satisfactorily perform this Agreement by the PROVIDER.

R. Dispute Resolution:

The COALITION will handle any complaint or grievance, from PROVIDER based upon the current COALITION Grievance Policy:

- a. PROVIDER must provide the COALITION the complaint or grievance in writing.
- b. The COALITION will respond in writing to any complaint or grievance within forty-five (45) days of receipt.
- c. Should PROVIDER not find resolution, they may submit a written notice of the grievance, complaint or appeal within ten (10) business days of the COALITION decision to the COALITION Board of Directors. The written notice must include: the specific COALITION action or decision, the date that action or decision occurred, a detailed explanation of how the PROVIDER was adversely affected by the action or decision, citing specific legislation, policy, procedure, statute, etc. that was violated, and the name, address, and telephone number of an individual who can act on behalf of the PROVIDER.
- d. Upon receipt, the Executive Committee will review the information and will convene within 30 days of receipt. Based upon this meeting, the Executive Committee will make a recommendation to the COALITION Board. The COALITION Board will review the findings and will notify the PROVIDER in writing within 10 days. The decision of the COALITION Board is final.

S. COALITION Responsibilities:

1. In any case where there is sufficient reason to believe that this or any other information submitted is with the intent to be fraudulent, the matter will be referred to the Florida Department of Law Enforcement for further investigation.
2. The COALITION expects the PROVIDER to participate in making these standards a part of the daily program. The COALITION supports all licensed and licensed-exempt, public and private centers, family child care homes and informal child care providers in the provision of quality School Readiness services. The COALITION will provide assistance to any PROVIDER who would like more information to help in meeting these standards. Monitoring staff will verify that your program incorporates all of these very important elements, and will offer technical assistance as requested.
3. The COALITION will monitor each School Readiness provider at least once during the fiscal year.

The PROVIDER attests that this document is true to the best of their knowledge and that this Agreement is subject to verification by the COALITION. The PROVIDER agrees to provide the following documents prior to execution of this Agreement:

- Copy of current License/Registration Letter
- Copy of Accreditation certificate (if applicable)
- Copy of DCF Gold Seal of Excellence certificate (if applicable)
- Proof of Liability insurance with a minimum of \$100,000.
- Notarized statement of child care rates
- Public Entity Crime Form
- IRS W-9
- Certification regarding Environment Tobacco Smoke
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Drug-Free Workplace
- Direct Deposit Form and voided check
- Holiday Form

The PROVIDER hereby signs this Agreement to be executed as of the date set forth in Section A.

Signature of Director/Operator/Principal or Authorized Representative

Date

Print Name

Title

The COALITION hereby signs this Agreement to be executed as of the date set forth in Section A.

Signature of Coalition Authorized Representative

Date

Betsy L. Kier

Assistant Executive Director

Print Name

Title