



**EARLY LEARNING COALITION OF SOUTHWEST FLORIDA
FY 2010 -2011
PROVIDER AGREEMENT FOR SCHOOL READINESS SERVICES**

I. Parties

1.) This agreement is made by and between (Name of Business) _____,
whose principal address is _____
City _____, Zip _____ (hereinafter known as "PROVIDER") and the
Early Learning Coalition of Southwest Florida, Inc. with its principal office located at 5256 Summerlin Commons Way,
Suite 201, Fort Myers, Florida 33907 (hereinafter referred to as the "COALITION").

II. General:

2.) Authority: 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 created the formation of 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 Collier, Glades, Hendry and Lee Counties.

3.) Legal Requirements: The PROVIDER agrees to meet all requirements of the School Readiness program which are set forth in 45CFR98 (Code of Federal Regulations), Chapter 402.25 and Chapter 411.01 of the Florida Statutes, Rules 65C-22, 65C-20 and Rule 60BB-4 of the Florida Administrative Code, and any policies or procedures approved by the COALITION Board applicable to PROVIDERS

4.) Agreement Required: The COALITION has prescribed the use of this agreement for approving providers to offer and to provide school readiness services in Collier, Hendry, Glades and Lee counties. The COALITION has designated Community Coordinated Care for Children, Inc. (4C) as one of the agencies to implement selected program requirements and additional contracted service providers may also be designated.

5.) Right of Revision: The PROVIDER understands that there may be a need to revise the terms and conditions of this agreement in the event of any legislative or funding changes. This agreement does not guarantee the placement of children. Children are placed in programs based on parental choice and availability of funding.

6.) Payment Limits: The COALITION is not responsible for payment of any child who is not approved for services. Authorization for payment is based on the issuance of a valid, current child care certificate which provides specific dates of approval. Any child care services provided prior to, or after, the authorized dates, remain the responsibility of the parent or legal guardian. Furthermore, the COALITION is not authorized to pay for registration fees, provider supply fees, field trips, late fees or any other fees other than the daily PROVIDER designated reimbursement rate.

7.) Annual Requirements: To be a School Readiness PROVIDER, the following documents must be submitted each year; application, Rate Verification Form, Holiday Schedule and Provider Agreement. The PROVIDER understands their application and provider agreement are subject to Coalition approval each time an application is submitted. PROVIDER will complete and return R&R provider update forms when requested by the COALITION or designee.

8.) Terms and Conditions: The PROVIDER agrees to tell the truth on all information. 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. Provider understands that if they knowingly provide false information, omit requested information, sign inaccurate attendance documents or fail to promptly report changes which could directly affect eligibility as a school readiness provider, the following could occur: a.) Provider may be required to pay back unauthorized payments and/or denied further participation in the program; and b.) PROVIDER may be referred to the Florida Department of Law Enforcement, Public Assistance Fraud Division for further investigation.

9.) COALITION Policies: The PROVIDER agrees to comply with all policies previously approved by the COALITION Board of Directors and those approved during the term of this contract. Policies are available on COALITION website at elcofswfl.org.

10.) Inspections by Other Agencies: Any Child Care Center exempt from licensure and under the auspices of a religious or educational organization will provide the COALITION with a copy of all inspections conducted by the overseeing religious or educational entity, county environmental health unit and local Fire Marshall. In addition, exempt child care centers are required to have an annual fire inspection. All inspection results will be submitted to the COALITION within 30 days of completion. (Does not apply to DCF licensed programs and Public Schools as all inspection information is currently available as public record.)

11.) Classroom Safety: To ensure children are always accounted for, the PROVIDER agrees to ensure that each classroom teacher has a daily, current and "real-time" attendance list at all times.

12.) Report unusual incidents to the Coalition. School Readiness Providers are required to report unusual incidents to a Coalition director at 1-866-863-1366 (toll free) within one (1) hour of learning of the incident and to submit a written report to the Coalition within three (3) working 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.

13.) COALITION Right to Evaluate PROVIDER's Performance: The PROVIDER understands and agrees that the COALITION has the right to monitor the PROVIDER's compliance with the Provider Agreement, legal requirements and COALITION policies. COALITION will review the PROVIDER's compliance and evaluate the PROVIDER's past and present performance when considering renewal of a contract each fiscal year.

III. Provider Eligibility:

14.) Provider Eligibility: The PROVIDER hereby confirms that they are either a licensed or registered child care provider pursuant to Chapter 402.301-319 Florida Statutes; religious exempt faith based provider pursuant to ss 402.316 F.S.; or public or non-public school provider pursuant to ss 402.305, Florida Statutes. PROVIDER understands that operating illegally pursuant to 402.302-319 Florida Statutes is unacceptable and constitutes ineligibility to receive school readiness funds.

15.) Background Screening: The PROVIDER agrees that all child care personnel and teachers are of good moral character and in compliance with Level 2 background screening requirements pursuant to Chapter 435.04 F.S. At a minimum, each child care personnel file must contain the following current information on site:

- o Affidavit of Good Moral Character (required annually)
- o Proof of FDLE clearance (every 5 years)
- o Proof of FBI clearance (upon initial employment)
- o Proof of Local Law Check Clearance (every 5 years)

16.) Gap in Child Care Employment: PROVIDER understands that an employee, with greater than a 90 day break of employment in child care, requires a new and complete background screening. Providers are responsible for securing written proof from the former employer when a staff person has less than a 90 day break in employment.

IV. Provider Responsibility to Parents:

17.) Dismissal from Child Care: PROVIDER agrees to contact and utilize the services of the COALITION's Inclusion Coordinator prior to dismissing any child from their program based on challenging behaviors.

18.) Parental Access: The PROVIDER agrees to provide the parent or guardian access, in person and by telephone, to the child care facility during regular business hours of operation or during any time their child is in care.

19.) Working Telephone: PROVIDER agrees to have a corded working telephone available to make and/or receive telephone calls at all times children are in care (as described in 65C-22 F.A.C.).

20.) Parent's Right to get a copy of records: The PROVIDER agrees to comply with the parent's right to see their child's records and receive a copy of their child's record upon request.

21.) Parental Notification: The PROVIDER understands that the COALITION or designee may exercise the right to notify families if the PROVIDER has not met the standards set forth by the COALITION or been the subject of administrative sanctions by the Coalition, Department of Children and Families or overseeing agency responsible for the Provider's child care standing.

22.) Parental Choice: The PROVIDER understands and agrees that parents have a choice of child care providers. If the parent chooses to move to a different child care provider, it is their choice to do so.

23.) Parent Co-Payment: It is the PROVIDER'S responsibility to report the matter to the COALITION or designee within 30 business days of the parent's failure to pay.

24.) Parent Request to Transfer: The PROVIDER understands if parents wish to transfer their child to another child care provider, the PROVIDER is required to provide documentation to the COALITION or designee confirming the status of parent co-payments and whether any are outstanding within the last 30 days. PROVIDER understands that only the assigned parent fees are considered for purpose of transfer approval*. Any fees imposed by the child care provider to the parent other than the assigned parent fee, (such as registration, supplies, or late fees) are the responsibility of the child care provider to independently seek recoupment from the parent or legal guardian. (*At Risk Children may transfer regardless of co-payment status if child care services are based on protection.)

V. Student Eligibility, Enrollment and Attendance

25.) Enrollment Policy: PROVIDER agrees not to enroll any child with the expectation of receiving reimbursement without a prior written authorization by the COALITION or designee, that identifies the selected child care as PROVIDER. The PROVIDER understands any child care services provided without proper authorization will not be eligible for reimbursement.

26.) Child Eligibility Status: PROVIDER understands that payments will only be paid for children eligible for services. The ending date of eligibility is identified at the top right hand corner of the Child Care Certificate. PROVIDER understands that no payments will be made after that date unless the child's continued eligibility for School Readiness funding has been established.

27.) Attendance Records: PROVIDER agrees to maintain daily sign in/sign out sheets, or a Coalition approved method of recording attendance. PROVIDER agrees to submit accurate attendance reports monthly of all children who attend their facility and accurately identify absences. PROVIDER agrees to submit reimbursement report in accordance with COALITION or designee instructions. PROVIDER understands the COALITION or designee will pay a maximum of three (3) absences per child per calendar month.

28.) Attendance Requirements: PROVIDER understands that providing inaccurate or unsupported information regarding a child's attendance will result in repayment requirements. Each attendance sheet must be signed by the PROVIDER, in blue or black ink, at the "authorized signature" section in the bottom right hand corner.

29.) Attendance Audits: PROVIDER understands that the COALITION or designee may audit attendance records at any time. The PROVIDER agrees to record each child's attendance record daily and keep an attendance record on file at facility. Records that fail to substantiate the reimbursement claim files will automatically result in a disallowed subsidy payment. Disallowed payments may be deducted from any future reimbursement payment.

30.) Unexcused Absences: The PROVIDER agrees to promptly notify the COALITION or designee if a child is absent for five (5) consecutive days with no contact from the parent, pursuant to Rule 60BB-4.500 (2) (c), FAC.

31.) Rilya Wilson Act (Section 39.604 Florida Statutes)

- The Children's Network of Southwest Florida or the Department of Children and Families 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.
- Each child subject to this law (age 3-5) 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.
- For children subject to the law who are absent from the program on a day when he or she is expected to be present, the parent or legal custodian 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 is required to notify the responsible Child Welfare Case Manager of the unexcused absence of any child who is under their supervision. It must be reported by the close of business the day following the child's absence.

VI. Compensation and Funding:

32.) Direct Deposit: PROVIDER agrees to comply with direct deposit of all child care reimbursements made to the PROVIDER on behalf of the COALITION. Any exceptions must be approved by the COALITION.

33.) Reimbursement Rate: PROVIDER agrees and understands 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's rate schedule for each fiscal year, minus the assigned parent co-payment. The COALITION Provider reimbursement rates are submitted each fiscal year on Form SR-1002. Reimbursement rates are subject to funding availability and may be increased or decreased by the COALITION. Rate verifications forms may only be submitted once during the fiscal year.

34.) Rate Restrictions: PROVIDER agrees to provide the COALITION or designee information of their normal child care rates charged to all parents, regardless of status. PROVIDER understands it is against the law to charge the COALITION, designee or the parent of the child receiving school readiness, a higher rate than charged to other parents. PROVIDER understands they may charge parents a differential rate if the normal rate charged to private families is higher than the reimbursement rate paid by the COALITION or designee.

35.) Funding Not Transferable: PROVIDER understands reimbursement is not transferable and non-assignable to any other person or business. New owners of an existing facility must be Coalition approved prior to receiving payment.

36.) Holidays and Closings: PROVIDER agrees to identify up to twelve (12) scheduled holidays in which child care will not be provided. The holiday schedule will be completed on Form SR-1003 and submitted each fiscal year. The COALITION agrees to provide compensation on those days for qualified children.

37.) Fee Collection: Parent fees are defined as the daily amount assigned by the Coalition or designee to be paid by the parent to the PROVIDER. PROVIDER understands they are responsible for collecting and reporting any fee that is designated to be paid by the parent. PROVIDER agrees to give the parent or responsible adult a receipt, including the dates of services covered, for fees as they are paid. PROVIDER understands if a parent does not pay his/her parent fee, PROVIDER must notify the COALITION or designee within 30 days and PROVIDER has the option to request services be immediately terminated by Coalition or designee. If a parent leaves the PROVIDER'S program owing a parent fee, and the parent and PROVIDER mutually agree to a payment schedule, PROVIDER will apprise the COALITION or designee of the parent's compliance with this arrangement.

38.) Reimbursement Payments: PROVIDER agrees to submit all required attendance documents to the Coalition designee, 4C, no later than 12:00 P.M. (noon) on the third (3rd) business day of each month. A drop box is available for this purpose as well as regular US mail. PROVIDER understands that payment for services will be received by the 15th of

the month following the service. Attendance sheet rosters submitted after the 3rd business day may be held and processed the next reimbursement month.

39.) Reimbursement Report: PROVIDER agrees all attendance documentation submitted for reimbursement will be accurate and supported by the parent's signature on the sign in sheets or electronic attendance record.

40.) Reconciling Reimbursement Payments: The PROVIDER agrees to review the reimbursement summary provided by the COALITION or designee fiscal staff each month with the reimbursement check. PROVIDER agrees to report any discrepancy or underpayment within 30 days from the date the reimbursement was deposited or mailed. Any underpayments reported after 30 days will not be honored.

41.) Access to Records: The PROVIDER agrees to keep and maintain all records and forms on site, including enrollment and attendance records for subsidy children, and reimbursement summaries and other fiscal records for a period of no less than two (2) years from the date the child leaves the program.

42.) Suspension or Termination of Payment: The PROVIDER understands that the COALITION has the right to suspend or terminate funding if an action is taken against PROVIDER'S license by DCF or overseeing agency, such as probationary status, denial, revocation or suspension of license/approval; or DCF issues a notice to cease operations; or the COALITION or designee determines the provider is out of compliance with the requirements set forth in this agreement, even if PROVIDER appeals the action.

43. Reinstatement: Upon resolution, the PROVIDER may reapply and a decision will be made by COALITION regarding continued participation in the Early Learning program. The PROVIDER understands that any suspension of payment imposed by the COALITION for non-compliance with requirements set forth in law or by this agreement, is considered disciplinary and may not be passed on to the parent.

44.) Reimbursement Requirements: The PROVIDER agrees to follow all payment procedures adopted by the COALITION and/or mandated by the Agency for Workforce Innovation. The PROVIDER agrees to return any funds received as a result of error or overpayment to the COALITION.

VII. Program Requirements

45.) Curricula Choices: The PROVIDER agrees to utilize a developmentally appropriate curricula and character development component according to COALITION Policy. The following list of curricula has been accepted by the Early Learning Coalition as appropriate curricula for school readiness providers:

- a. Serving children 3 to 5 years of age:
 - Beyond Centers and Circle Time; Creative Curriculum; High Scope; Montessori; or Wee Learn
- b. Serving infant and toddlers:
 - Beyond Cribs and Rattles; Creative Curriculum for Infants/Toddlers; or High Scope Infant/Toddler

46.) Curricula Options: The PROVIDER understands that if they wish to use a different curriculum, the PROVIDER must obtain the approval of the COALITION as described in Coalition policy.

47.) Provider Assessment: The PROVIDER agrees to participate in the Environment Rating Scale (ERS) assessments which include the Infant Toddler Environment Rating Scale (ITERS), Early Childhood Environment Rating Scale (ECERS), Family Child Care Environment Rating Scale (FCCERS) and School Age Environment Rating Scale (SACERS). The PROVIDER understands ERS assessments require a minimum of 3 hours of observation for each scale administered by the COALITION or designee.

48.) Provider Technical Assistance: The PROVIDER agrees to review results of ERS assessment with COALITION or designee and participate in an agreed upon plan of action. PROVIDER understands that the ERS assessment is designed to improve quality and agrees to implement the plan of action.

VIII. Professional Development

49.) PROVIDER agrees to comply in early education related staff development initiatives as required by law according to 402.302-402.319, F.S. and Rule 65C-22 and 65C-20 F.A.C. Requirements can be found at website <http://www.dcf.state.fl.us/programs/childcare/about.shtml> new child care regulation site.

IX. Assessments and Screening of Children Birth To Five

50.) ASQ Screening: The PROVIDER agrees to utilize the Ages and Stages Questionnaire (ASQ) screening tool on all children ages 0 to 5, on a regular basis as advised by the COALITION. The PROVIDER agrees to submit all results to the COALITION or designee in a timely fashion. Training and information on the use of the tool is provided by the COALITION or designee.

51.) ASQ Screenings in Child Care Centers: PROVIDER agrees to use the COALITION provided ASQ computer disk (CD) and materials to print the designated ASQ's for SR children in their care. The COALITION will supply the PROVIDER with the list of children to be screened within a designated two-week period. The PROVIDER will forward the completed ASQ to the COALITION prior to the identified deadline. ASQ's may be sent to the COALITION via fax, mail, drop box at COALITION office or personal delivery. All SR Child Care Centers will comply with this standard, except in a case where there is a technological incapacity to use the ASQ CD, and approval has been given by the ELCSWFL CEO in response to a written request by the PROVIDER.

52.) Child Assessments: The COALITION expects that all children ages 3-5 will be assessed with the Creative Curriculum Assessment. Children birth through 35 months will be assessed using Creative Curriculum Assessment on a voluntary basis. Training and information on the use of the tool will be provided by the COALITION or designee. PROVIDER agrees to comply with COALITION requests to conduct assessments and enter data electronically on cc.net by identified due dates. This is required except in a case where there is technological incapacity to enter data on cc.net and approval has been given by the ELCSWFL CEO in response to a written request by the child care PROVIDER.

53.) Child Assessment: The Provider agrees to assess all school readiness children 0-5 years of age.

54.) Parent Involvement: The PROVIDER agrees to share the ASQ screening and assessment results with the child's parents. Provider will retain copies of the screening and assessment results for a minimum of five (5) years.

55.) Vision and Hearing: The PROVIDER agrees to participate and support the provision of vision and hearing screening and follow-up for children ages 3-5 years of age, which is offered through the Coalition or designee. The COALITION agrees that vision and hearing screenings will be offered to children ages 0-2 years as requested by Providers or parents. The PROVIDER agrees to assist the parent with any child 0-5 identified as needing follow-up services.

X. Family Involvement and Cultural Continuity

56.) The PROVIDER agrees to have an "open door" policy for families. 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.

57.) The PROVIDER agrees to provide programs that respect the cultural heritage and beliefs of children and their families; and will utilize a variety of methods to communicate with families, such as newsletters, notes, or bulletin boards.

58.) The PROVIDER agrees to provide new and prospective families with a parent handbook or informational materials that include, at a minimum, an attendance policy and a discipline policy.

XI. Healthful and Safe Environment

59.) Provider Requirements:

Copies of these requirements may be found on the following website: Myflorida.com/childcare.

IF the PROVIDER is:

- A state licensed child care 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, or registered family child care home 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.
- Registered and Informal Family Child Care homes are expected to meet the fence requirement of Rule 65C-20 by July 1, 2010.

60.) USDA Food Program: If the PROVIDER is a participant in the USDA Child Care Food Program, the PROVIDER agrees to comply with all requirements. Copies of these requirements may be found at website: <http://www.fns.usda.gov/fns/>.

61.) Child Immunizations and Health Exam: The PROVIDER agrees that prior to accepting a SR child into care, the PROVIDER will obtain a current, complete and properly executed Student Health Examination form (DH 3040) and a Florida Certification of Immunization form (DH 680 or 681), as required pursuant to ss. 411.01 (4) (j), Florida Statutes.

62.) Unannounced Inspections: The PROVIDER agrees to receive unannounced health and safety inspections and re-inspections as deemed appropriate by DCF, the COALITION or designee. The PROVIDER agrees to cooperate with technical assistance and comply with corrective action.

63.) Non-Compliance: The PROVIDER understands that if DCF, the COALITION or its designee determines the PROVIDER is out of compliance with the health and safety requirements set forth in this AGREEMENT, the COALITION or its designee may suspend or terminate School Readiness funds to the PROVIDER's program even if the PROVIDER appeals the action. Upon resolution a final decision will be made by the COALITION regarding the PROVIDER's ability to continue to participate in the early learning program.

64.) Abuse and Neglect: PROVIDER understands they are mandated reporters of suspected abuse and/or neglect. PROVIDER agrees to fully cooperate with DCF child protective investigators when investigating any allegation of abuse or neglect.

65.) Child Abuse Acknowledgement: The PROVIDER understands and acknowledges the importance of promptly reporting suspicions of abuse, neglect or exploitation of children. In accordance with COALITION policy. PROVIDER agrees to ensure all staff annually sign the "DCF Child Abuse and Neglect Mandated Reporter Requirements," statement ELC-1032 or equivalent form approved by the COALITION.

66.) At Risk Children: PROVIDERS will be notified by 4C when an "at risk" child(ren), under supervision of DCF or Children's Network, plans to attend their child care facility. Contact information of the child(ren)'s child welfare case manager will be given to the PROVIDER on Form SR-1026, which PROVIDER agrees to sign and return promptly to 4C. PROVIDER understands their responsibility to notify the child welfare case manager of the child's abrupt removal from child care, frequent and/or unexplained absences, unexplained injuries, or other signs of mistreatment or insufficient supervision.

67. Emergency/Disasters: The PROVIDER agrees to maintain a site specific Disaster 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 Coalition will provide compensation for closure due to natural disasters as approved by the Agency for Workforce Innovation's (AWI).

XII. Administration

68.) The PROVIDER agrees that records are maintained for audit purposes for a minimum of two years.

69.) Staff Information: The PROVIDER agrees to promptly comply with all requests for information relating to the names, identity and background screening information of all teachers and child care personnel having contact with children in their care.

70.) The PROVIDER agrees and understands that they are responsible for keeping track of any change in reimbursement rate based on the age of any SR child receiving care, and understands that a reimbursement rate change may occur in any given month.

71.) The PROVIDER agrees to hold all information pertaining to Early Learning Coalition children confidential in accordance with Chapter 411.011, Florida Statutes.

72. Maintain access to the internet. School Readiness Providers are required to provide and monitor on a weekly basis an email address for sending and receiving information from the Coalition or designee. Changes to the email address must be reported to the Coalition or designee within 24 hours of change.

XIII. Reporting Changes

73.) Notice of Change in Ownership or Location: PROVIDER agrees to report a change of location or ownership to the COALITION or designee at least ten (10) days PRIOR to the change. Such change constitutes a termination of the existing Provider Agreement and a new application and provider agreement is required to continue in the school readiness funding. Advance notice enables a smooth transition that could prevent a break in services to children.

74.) Reporting Changes: PROVIDER understands the COALITION or designee must be notified within 24 hours of all changes that directly affect the operation of their program (i.e. change of director) and the ability to be contacted (i.e. telephone numbers, mailing address, email address, etc).

XIV. Compliance Verification

75.) The PROVIDER agrees to permit the COALITION or it's designee, or the Agency for Workforce Innovation to enter the PROVIDER'S facility during hours of operation to verify the PROVIDER'S compliance with this agreement and school readiness program set forth in federal and state laws identified in this document, as well as the rules and regulations set forth by the Agency for Workforce Innovation, the Early Learning Coalition of Southwest Florida and this agreement.

76.) The PROVIDER understands if COALITION staff or designee is unable to conduct an inspection or visit due to refused entry or no one on the premises during normal business hours, the PROVIDER participation in the School Readiness program could be subject to sanctions by the COALITION.

77.) The PROVIDER agrees to allow the COALITION or its designee, or the Agency for Workforce Innovation, to inspect and copy the records maintained by the provider and/or take photographs as needed to determine compliance with the school readiness requirements.

78.) Licensed and license exempt child care programs, who advertise or claim to operate as "summer camps" during the summer months, are still subject to all the conditions of the provider agreement as long as they receive, or expect to receive, school readiness funding.

79.) If the PROVIDER fails to comply with the terms or conditions of this Agreement or with all the requirements of the School Readiness legislation as set forth in Federal Code, Florida Statutes, state rules and procedures of the COALITION

and the Agency of Workforce Innovation, the COALITION shall notify the PROVIDER in writing and if applicable, give the PROVIDER a period of up to 10 business days to comply.

80.) If the PROVIDER does not comply within the period given, the COALITION may withhold payment or terminate this Agreement. The PROVIDER will be apprised of their right to appeal.

XV. Nondiscrimination

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

XVI. Termination

82.) The PROVIDER and the COALITION may agree to terminate this agreement by mutual consent. Notice of termination must be given, when possible, a minimum of 10 business days in advance and alternative arrangements for uninterrupted services shall be made for School Readiness children before the termination date.

83.) COALITION Right to Terminate Agreement: The PROVIDER understands that the COALITION has a right to terminate the Provider Agreement at any time for Cause. "Cause" is defined as: a) The failure to comply with the terms of the Provider Agreement or policies, laws, rules or regulations referenced therein, or the violation of any laws, rules or regulations promulgated by the State of Florida in general, b) Action, or lack of action, which threaten, or potentially threaten, the health, safety or welfare of children, c) Acts of fraud or other forms of misconduct that threaten the integrity of the School Readiness Program or COALITION, or any other issue the COALITION deems inconsistent with the goals, objectives or values of the COALITION.

XVII. Dispute Resolution

84.) The PROVIDER understands they have the right to appeal any issues of dispute. They must first attempt resolution with the designated staff and/or supervisory and managers. If the outcome does not resolve the matter, the PROVIDER may appeal to the COALITION CEO by following the procedures outlined in COALITION policies.

XVIII. Non-Disclosure and Confidentiality

85.) The PROVIDER understands that they will be exposed to certain confidential information which has been made available by their capacity as a child care provider.

86.) Confidential information may include, but is not limited to, social security numbers of parents and/or children, or information related to family, health, payments, household demographics, etc. PROVIDER agrees to maintain their confidentiality.

87.) The PROVIDER acknowledges and agrees to abide by the following standards for the receipt and handling of confidential record information. The PROVIDER understands that it will be their responsibility to have employees and/or substitutes honor this agreement as well.

- a. The PROVIDER shall not disclose their username, password or other information needed to access any computer programs in which contact information concerning children and their families (i.e. cc.net, etc.) is provided or maintained.
- b. If the PROVIDER becomes aware that an unauthorized individual has obtained or may have obtained, access, the PROVIDER must immediately notify the Early Learning Coalition of Southwest Florida.
- c. Other than the COALITION and/or designee, DCF or law enforcement officials, the PROVIDER shall not share any confidential information regarding the children receiving school readiness and/or VPK services without written authorization from the parent.

- d. The PROVIDER shall not access or request access to any social security numbers or other confidential information unless such access is necessary for the performance of official duties.
- e. The PROVIDER understands that if there is any violation of the confidentiality provisions set forth, privileges may be immediately suspended or terminated.
- f. The PROVIDER acknowledges they may be subject to termination as a school readiness or VPK provider or other sanctions.
- g. Should the PROVIDER have any questions concerning the handling or disclosure of confidential information, they shall seek direction from the COALITION or designee and be guided by his/her response.

XIV. Conflicts of Interest

88.) Conflicts of interest may occur when PROVIDERS or their employees are in a position to make decisions which affect their personal financial interest or the interest of a friend, relative or business associate. PROVIDERS and their employees shall immediately reveal to the COALITION or designee any such circumstances or situations which could be construed or perceived as a conflict of interest. (For example: receiving school readiness funds for children related to the PROVIDER or employees by blood or marriage or close friendship, etc.)

89.) PROVIDER agrees that they shall not use their position as a school readiness and/or VPK PROVIDER, to engage in any activity, or be a party to, any form of deception, misrepresentation, falsification, fraudulent or unlawful behavior in order to affect a personal gain, or the personal gain of any relative, friend or business associate.

XV. Indemnification

90.) 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 from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the PROVIDER, its agents, employees, partners, contractors, or subcontractors. If the PROVIDER is a public school or school district, this paragraph is limited to the extent required by section 768.28, Florida Statutes.

XVI. COALITION Responsibilities

91.) 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.

92.) Persons authorized by the COALITION will visit the program to ensure all compliance standards are met. Technical assistance will be offered. If technical assistance efforts fail to result in substantial compliance improvement, the COALITION reserves the right to terminate further school readiness funding to the PROVIDER and discharge the PROVIDER from the program pursuant to COALITION policies.

93.) PROVIDERS may request information from the COALITION related to the applicable federal and state laws, rules, regulations, or AWI and COALITION policies governing the School Readiness Program. PROVIDERS may also locate applicable laws, rules, regulations, or policies on AWI website <http://www.floridajobs.org/earlylearning> and COALITION website elcofswfl.org.

SIGNATURE PAGE

The **PROVIDER** hereby acknowledges that they have read the **2010-11 Provider Agreement for School Readiness Services** and agrees to comply with the terms within this document. This agreement is in force as of the date signed by the COALITION.

Name of Facility: _____

Address of Facility _____

City, State and Zip: _____

Telephone: _____ Email: _____

Signature

Date

Print Name

Title

Specify Position: Director Owner Operator Principal Other

The **COALITION** hereby acknowledges this **2010-11 Provider Agreement for School Readiness Services** and agrees to comply with the terms within this document. The COALITION representative executes this Agreement as of the date indicated below.

Signature of COALITION CEO or Authorized Representative

Date

Melanie Holaway
Print Name

Director of Provider Services
Title