



**EARLY LEARNING COALITION OF SOUTHWEST FLORIDA
SCHOOL READINESS PROVIDER CONTRACT FOR FY 2011-2012**
MEMBER OF ASSOCIATION OF EARLY LEARNING COALITIONS

I. PARTIES AND TERMS OF CONTRACT

1. This Provider Contract is entered into between the **Early Learning Coalition of Southwest Florida** (hereinafter referred to as the "Coalition") and the Provider of School Readiness (SR) Program services, _____, *enter program name* (hereinafter referred to as the "Provider") with its principal offices located at _____ to provide school readiness services for the period of July 1, 2011 to June 30, 2012.

("Designee" refers to the agency the Coalition may contract with to provide specific school readiness services. If there is no designated contracted agency this field will read N/A.)

This is a binding Contract between the Provider, as a School Readiness Program vendor, and the Coalition. This Contract holds the Provider responsible for adhering to the standards outlined in this Contract, including the Coalition Policies and Procedures and the Coalition Plan, which are hereby incorporated by reference into this Contract.

2. The Provider certifies that each location at which the Provider offers the SR program meets all of the qualifications and requirements for offering the SR program established by statute, rule, local Coalition Policy and the terms of this Contract at all times the Provider offers the SR program.

3. In the event the Provider has executed this Contract on behalf of multiple SR sites, and fails to ensure compliance with all qualifications and requirements for offering the SR program at one or more locations listed in Attachment _____, the Coalition may demonstrate termination of this Contract with respect to that location by striking through the location after following the termination processes outlined in this Contract. This Contract will remain in force and effect as to all locations in Attachment _____, which are not stricken.

4. This Contract binds the successors, assignees, and legal representatives of the Provider and of any legal entity that succeeds to the obligations of the Coalition.

5. The Contract is not transferable or assignable to another entity, corporation, and owner without the written approval of the Coalition, which approval is within the sole discretion of the Coalition. A change in corporate ownership shall be deemed a transfer.

6. This Contract is only valid to provide services at the location(s) listed.

II. PROGRAM REQUIREMENTS

The Provider agrees to meet the following minimum standards consistent with the requirements and goals of the SR Program.

7. ***Utilize an Approved Curriculum that supports the implementation of the Florida Performance Standards (Section 411.01 (5)(c)2.a, Florida Statutes).*** (This does not apply to school-age only programs, caring for children who have attained the age for school entry). The Provider must identify, report, and implement an approved curriculum. The Provider must utilize a curriculum approved by the Coalition or complete a curriculum approval application and submit the curriculum to the Coalition for review. Approval of the curriculum is at the discretion of the Coalition.

8. ***Utilize a Character Development Program that supports the implementation of the Florida Performance Standards (Section 411.01 (5)(c)2.b, Florida Statutes).*** The Provider must identify, report, and implement an approved character development program. A Provider may complete a curriculum approval application and submit another character development program to the Coalition for consideration for review. Approval of the Character Development Program is at the discretion of the Coalition.

9. Complete the Program Assessment Process that supports the implementation of SR requirements in 411.01(4)(d)8., Florida Statutes. The Provider is required to participate and cooperate in the Program Assessment Process and to correct identified deficiencies in order to remain in compliance with this Contract.

10. Participate in the SR Child Screening Process designed to identify children in need of further evaluation for special needs (Section 411.01(5)(c)2. c, Florida Statutes. The Provider is responsible for ensuring that all children whose care is funded by SR and who have parental consent receive a developmental screening as required by the Coalition.

11. Participate in the pre/post SR Child Assessment Process (Section 411.01(5)(c)2.d, Florida Statutes). The Provider is required to conduct child assessments as identified by the Coalition.

12. Ensure Special Needs children are provided or referred. Provider agrees to coordinate with the Coalition to ensure that children who have family consent and are identified with special needs are provided or referred to the needed therapeutic services in the children's natural environments.

13. Provide parental access and support family involvement (45 CFR 98.31; Section 411.01(2)(a), Florida Statutes). Parents or guardians must be afforded unlimited access to their children in SR Programs and provided with information and activities that involve them in decisions about their child's growth and development, recognizing them as a child's first teacher.

14. Ensure SR Staff meets all professional development requirements (Sections 402.302 and 402.305, Florida Statutes). Directors and staff must meet all training and education requirements and participate in the professional development registry.

III. PROGRAM ELIGIBILITY AND ADMINISTRATION

15. Meet and maintain state and local (if applicable) health and safety requirements in accordance with federal, state, and local requirements, statutes, and rules pursuant to Section 411.01(5)(c)2.f., Florida Statutes and referenced on Attachment 1 of this document. The Provider must comply with all pertinent state and local health and safety requirements, including, but not limited to, background screening, prevention and control of infectious diseases, childhood immunizations, building and physical premises safety, and minimum health and safety training. These requirements for a "healthy and safe environment" are applicable to all SR Providers, including unlicensed or license-exempt Providers.

16. Provide business information and updates of any changes in a timely manner. The Provider must provide program and business information 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. The Provider is required to report any changes in contact or program information within 24 hours. Permanent business closings must be reported at least 10 days prior to changes. Temporary emergency closings must be reported immediately.

17. Maintain a working landline or corded telephone. The Provider is required to have a working landline or corded telephone available to make and/or receive phone calls at all times children are in care.

18. Maintain access to a working email address. The Provider is required to provide open and continuous access to an email address and monitor on a weekly basis for sending and receiving communications from the Coalition. Changes to the email address must be reported to the Coalition or designee within 24 hours of change.

19. Maintain records (411.011, Florida Statutes). The Provider is required to maintain records for audit purposes for five (5) years and allow Coalition staff and/or representatives access to SR records upon request. In the event that the Provider closes its business, SR records must be maintained for five (5) years for future audit purposes. Parents must be given access to their children's records upon request.

20. Allow access to the SR Program and provide records as requested. The Coalition is responsible for monitoring SR Programs compliance with the requirements of this Contract and must be afforded full access to all areas of the

Provider's site. SR records may be audited at any time during regular business hours, and the Provider is responsible for notifying the Coalition if records are maintained at a site other than where the SR Program is provided.

21. Comply with state child abuse and neglect reporting requirements. The Provider is responsible for ensuring staff are knowledgeable and follow guidelines relative to child abuse and neglect reporting. If at any time an employee of the Provider is aware of or suspects that child abuse, neglect, or any other event reportable under Section 39.201, Florida Statutes, (incorporated by reference) has occurred, the employee is required to immediately report the known or suspected abuse or neglect to the Abuse Hotline at (800) 962-2873 via the Child Abuse Registry. The Coalition must be notified of any event of this nature directly impacting the child care facility, staff or children in care, within one (1) hour of reporting to the Child Abuse Registry.

22. Report unusual incidents to the Coalition. The Provider is required 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) business days. An unusual incident is any event involving the health and safety of children under the Provider's care that may place the Provider or the Coalition at risk of adverse media attention. Examples of unusual incidents include, but are not limited to: accusations of abuse or neglect against the Provider or the Provider's staff; criminal activity on the part of the Provider or the Provider's staff and serious accidents involving children or staff at the Provider's site or on field trips.

23. Abide by provisions of the "Rilya Wilson Act" (Section 39.604, Florida Statutes). A Rilya Wilson child is defined as any child receiving school readiness services as a result of an open abuse and neglect case and the child is three (3) years of age to kindergarten entry. The Provider caring for a child in the Protective Supervision Program must immediately (within 24 hours) notify the local designated staff of the Department of Children and Families (DCF) or community-based care agency of any unexcused absence or seven (7) consecutive days of excused absences.

IV. CHILD ELIGIBILITY AND ENROLLMENT

24. Enroll children for the SR Program only with written authorization from the Coalition. The Provider must have enrollment authorization, as outlined in the Coalition Policies, prior to being eligible for reimbursement.

25. Monitor eligibility status. The Provider is only paid for children eligible and approved for services and is responsible for monitoring the ending date of eligibility identified by the Coalition.

26. Maintain daily sign-in and sign-out sheets and submit accurate monthly attendance documentation. The Provider is required to document attendance on a daily basis, accurately document absences, and review and submit monthly attendance to the Coalition.

27. Notify the Coalition of child absences (F.A.C. 60BB,4.500 (2) (c)). The Provider is required to notify the Coalition of any child with five (5) consecutive days of absence with no contact by the parent. The Provider is also required to notify the Coalition of the tenth (10th) unexcused absence within a month for any SR child.

28. Protect the confidentiality of child and family information (Section 411.011 (1), Florida Statutes). The Provider must have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidential information associated with the SR Program should only be available to the Provider, the parent/guardian, the Coalition or its representative, the Agency for Workforce Innovation, and federal agencies as required for audit and research information.

29. Comply with nondiscrimination policies (45 Code of Federal Regulations 98.46). The Provider may not refuse to admit a child for enrollment or discriminate against a parent or child based solely on the grounds of race, color, national origin, ethnicity, disability, or religion.

V. COMPENSATION AND FUNDING

30. Accept the reimbursement rate established and approved by the Coalition. The Provider is paid based on budget availability, the Provider's current rates, family eligibility, and the reimbursement rate established and approved by the Coalition. Rates may differ for individual children. The Provider is required to provide information concerning its published private child care rates and report any changes in their Gold Seal status. The total payment received by the

Provider for a child whose care is funded by SR, including any Gold Seal differential, Coalition-approved parent fees, and subsidy shall not exceed the private rate charged by the Provider for a private pay child.

31. Review the Monthly Reimbursement Statement. Provider agrees to review the reimbursement summary provided with the monthly reimbursement statement. Provider agrees to immediately report any discrepancy, overpayment, or underpayment.

32. Collect parent fees. The Provider is responsible for collecting any fee from the parent/guardian that is designated by the Coalition to be paid by the parent/guardian. Designated fees are automatically deducted from the Provider's monthly reimbursement payment.

33. Complete direct deposit paperwork. The Provider is required to establish a method of direct deposit in order to receive payments from the Coalition and **follow payment procedures.** The Provider is required to submit all required attendance records to the Coalition by noon on the 3rd day of each month.

34. Return of funds. The Provider must follow payment procedures adopted by the Coalition and must agree to return to the Coalition any funds received as a result of error and/or overpayment within the required timelines.

35. Follow holiday and closing policies. The Provider is required to follow the Coalition-approved holidays and closings, up to 12 days annually, and understands that reimbursement for these closing dates will only be received for qualified children.

36. Maintain a Continuity of Operations Plan (also known as Disaster Plan). The Provider is required to maintain a plan that identifies the steps to be taken in the event of an emergency or natural disaster that may affect the safety of children and staff. The Coalition will provide compensation for closures due to natural declared disasters as recognized by the Agency for Workforce Innovation.

VI. NON-COMPLIANCE AND TERMINATION

37. Allow inspections for compliance. The Provider is required to allow access and cooperate with the Coalition or its representatives and Agency for Workforce Innovation to inspect and monitor the SR Program in accordance with the Coalition Plan and copy records pertaining to the SR Program during all business hours.

38. Comply with terms of this Contract. Provider agrees the Coalition may require corrective action, withhold funds, or terminate this Contract if the Provider fails to comply with the requirements of federal, state, and local laws, federal regulations, Agency rules, regulations and policies, or this Contract. If Provider refuses delivery of the notification (by any method), the Coalition shall document it and may terminate this Contract. Actions taken under this paragraph are subject to dispute resolution as described in this Contract. See Section VII.

39. Agree to termination due to lack of funding. The Provider and the Coalition recognize that federal and state funding is the primary source of support for the SR Program and that this Contract may be terminated due to lack of funding with 24-hour notice.

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

41. Comply with Coalition decisions to terminate. The Provider understands that the Coalition has the right to terminate the Contract at any time for Cause. "Cause" is defined as: (a) Action, or lack of action, which threatens or potentially threatens the health, safety or welfare of children; (b) The failure to comply with the terms of the Contract or policies, laws, rules, or regulations referenced therein, or the violation of any laws, rules, or regulations regarding SR promulgated by the State of Florida; (c) Acts of fraud or other forms of misconduct that threaten the integrity of the SR Program or Coalition; and/or (d) any other issue that the Coalition deems inconsistent with Coalition policies. Termination for cause as identified as (a) (Action, or lack of action, which threatens or potentially threatens the health, safety or welfare of children) may be made with 24 hour notice. Termination for other cause (b-d) may be made with 10 days notice.

42. Maintain a child care license. The Coalition may immediately terminate this Contract upon denial, suspension/probation/revocation/termination of Provider's licensure or accreditation or under Provider's ability to legally operate, as applicable.

43. Failure to comply with the terms of the Contract. If a Coalition terminates the Provider's Contract for any reason other than intentional misrepresentation (see #44), the Provider is disqualified from receiving SR funding for a minimum period of 12 months unless otherwise noted by the Coalition in writing.

44. Engaging in misrepresentation. Provider agrees that they shall not use their position as a SR 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.

If after investigation the Provider has intentionally misrepresented enrollment or attendance for funds related to the SR programs, the Coalition shall permanently disengage services of that Provider.

VII. DISPUTE RESOLUTION

45. Follow procedures regarding the right to appeal. The Provider has the right to appeal after exhausting all possible contract remedies according to the dispute resolution policies of the Coalition. Rights to appeal and the dispute resolution policies and procedure as incorporated by reference and may be accessed at the Coalition website.

46. Agree to litigation venue. The parties acknowledge that this contract shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that any litigation brought arising out of this contract will be brought in Lee County, Florida, and not in any other state or county.

VII. INDEMNIFICATION AND INSURANCE

47. Accept liability for actions of agents, employees, and partners. The Provider is fully liable for the actions of its, agents, employees, partners and shall indemnify, defend, and hold harmless the Coalition, the Agency for Workforce Innovation, and their officers, agents, employees and sub-contractors 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, sub contractors. If the Provider is a county government, public school, or school district, this paragraph is limited to the extent required by section 768.28, Florida Statutes.

48. Maintain child care liability insurance. The Provider is required to secure sufficient Child Care Liability Insurance coverage, including coverage of transportation of children (if SR children are transported by the program), and an endorsement to the policy or policies naming the Coalition as an additional insured and requiring a minimum of 30_ days advance notice to the Coalition of cancellation or termination of the policy or policies. Required liability thresholds are set by the Coalition.

IX. COALITION RESPONSIBILITIES

49. Adhere to fraud reporting requirements. The Coalition and its representatives are required to report to appropriate agency Law Enforcement Agency for further investigation cases where there is sufficient reason to believe that a Provider has knowingly provided or submitted any fraudulent information.

50. Uphold regulation standards. The Coalition and its representatives will report any identified regulation deficiencies to the appropriate Law Enforcement Agency, local licensing authorities, accrediting bodies, or related state or federal agencies.

51. Support the provision of quality SR services. The Coalition supports all licensed and license-exempt public and private centers, family child care homes and informal child care providers in the provision of quality SR services. The Coalition will provide training, technical assistance, and other means of support to any Provider who would like help in meeting these quality standards as funding is available and according to Coalition Plan priorities.

52. Uphold this Contract. The Coalition and its representatives will monitor compliance of all requirements of this Contract, and contingent upon funding, will provide information and assistance as specified in this Contract.

53. Understand and agree to Coalition's right to monitor. The Provider understands and agrees the Coalition has the right to monitor the Provider's compliance with the Provider Contract, legal requirements and Coalition policies. The Coalition will review the Provider's compliance and evaluate the Provider's past and present performance when considering renewal.

X. ADDITIONAL TERMS AND CONDITIONS

54. Severability. 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.

55. Contacting the Coalition. The representative for the Coalition or designee for this Contract is

Melanie Holaway, Director of Provider Services
Early Learning Coalition of Southwest Florida
5256 Summerlin Commons Way, Suite 201
Fort Myers, Florida 33907
Telephone: 239-210-6866
Email: Melanie.Holaway@elcofswfl.org

The representative of the Provider responsible for the administration of the program under this Contract is:

Name	
Address	
Telephone	
Email	

In the event that either party designates different representatives after execution of this Contract, notice of the name and contact information of the new representative will be rendered in writing to the other party within 10 business days of change and said notification attached to originals of this Contract. Changes for Providers will require a new application and Contract to be completed within 10 days of the change.

56. Failure to exercise. The failure of the Coalition to exercise any of its rights or to enforce any of the provisions of this Contract on any occasion shall not be a waiver of such right or provision, nor affect the Coalition's rights thereafter to enforce each and every provision of this Contract.

57. Acting as an independent contractor. The parties each acknowledge that it is acting as an independent contractor. Neither party, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other, and neither party shall have the power and authority to act on behalf of or bind the other party.

58. Execution of Contract. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and same instrument.

59. This Contract constitutes the only Contract, and supersedes all prior Contracts and understandings both written and oral, among the parties with respect to the subject matter hereof. All Attachments hereto are a material part of this Contract and are incorporated by reference. This Contract, including any Attachments hereto, may not be amended or modified, except in writing and signed by all parties to this Contract.

XI. COMMITMENT OF INTENT

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 Department of Finance, Public Assistance Fraud Division for further investigation.

It is understood that by signing this Contract, the Provider acknowledges they are in full compliance with all applicable laws, rules, and policies of the Coalition.

The Provider or Provider's authorized representative hereby acknowledges that he/she has read and understands the Provider Contract and that the Provider agrees to comply with the terms and conditions for provision of SR services as provided herein and in any referenced materials and attachments. ***This Contract is not transferable and non-assignable upon sale or assignment of the Provider's business. SR Services must be provided at the identified address(es).***

IN WITNESS THEREOF, the parties have caused this 9 page Contract including accompanying Attachment 1 to be executed by their undersigned officials as duly authorized.

Name of Provider (please print) Title

Signature of Provider or Authorized Representative Date

Provider Social Security or Federal Identification number:

Melanie Holaway
Coalition (print name)

Director of Provider Services
Title

Signature of Coalition CEO designee

Date

Attachment 1

GENERAL ASSURANCE CERTIFICATION

The Agency for Workforce Innovation and the Coalition are mandated to provide oversight and establish policies for SR funding (Section 411.01, Florida Statutes). Pertinent rules and regulations that SR Providers are required to adhere to under this Contract may be accessed at the following websites:

The following are incorporated by reference:

Federal Child Care Development Funds Laws (45 Code of Federal Regulations 98):

http://www.access.gpo.gov/nara/cfr/waisidx_02/45cfr98_02.html

Florida School Readiness Laws (Chapter 411, Florida Statutes) and Rules (Chapters 60BB-4 and 60BB-8, Florida Administrative Code; Florida Child Care Development Fund Plan):

<http://www.floridajobs.org/earlylearning/IMPI.html>

Child Care Licensing Standards and Information (Section 411.01, Florida Statutes; Chapter 402, Florida Statutes; Chapter 65C-22, Florida Administrative Code, for centers and Chapter 65C-20, Florida Administrative Code, for family child care homes), as applicable:

<http://www.dcf.state.fl.us/childcare//laws.shtml>

Local Child Care Licensing Standards and Information, as applicable. License exempt programs are expected to comply with all licensing requirements including the use of age appropriate discipline.

Rilya Wilson Act (Section 39.604, Florida Statutes)

Local Coalition Plan – School Readiness (also referred to as Early Learning) Laws charge the Coalition with development of a local plan to establish priorities and services based on a local needs assessment. An addendum to this Contract may be attached that details the Coalition Plan priorities and services reflecting local needs and resources. The Coalition Plan and its corresponding policies are incorporated by reference. These can be found on the Coalition website at elcofswfl.org

Adult and Child Care Food Program – Providers participating in this program must comply with all provisions: <http://www.fns.usda.gov/cnd/Care/Regs-Policy/Regulations.htm>