

# EARLY LEARNING COALITION OF ORANGE COUNTY

## 2011-12

### School Readiness Provider Agreement

THIS PROGRAM COMES WITH MANDATED REGULATIONS, SOME OF WHICH MAY NOT APPLY TO YOU. PLEASE TAKE THE TIME TO READ THIS AGREEMENT AND ATTACHMENTS CAREFULLY AND CONSULT AN ATTORNEY IF YOU DO NOT UNDERSTAND ANYTHING ABOUT IT. THIS AGREEMENT IS UNIQUE AND SEPARATE FROM ANY AGREEMENTS SIGNED FOR VOLUNTARY PRE-KINDERGARTEN OR OTHER PROGRAMS IN WHICH THE PROVIDER MAY PARTICIPATE.

THIS IS A BINDING AGREEMENT BETWEEN YOU, AS A CHILD CARE PROVIDER, AND THE EARLY LEARNING COALITION OF ORANGE COUNTY. THIS AGREEMENT HOLDS THE PROVIDER RESPONSIBLE TO ADHERE TO THE FOLLOWING STANDARDS WITHIN THEIR PROGRAM, WHICH BENEFITS ALL CHILDREN AND FAMILIES.

BY SIGNING THIS AGREEMENT AND AGREEING TO ACCEPT SCHOOL READINESS ("SR") FUNDS, YOU ARE ACKNOWLEDGING THAT YOU UNDERSTAND THE TERMS OF THIS AGREEMENT AND AGREE TO ABIDE BY THESE TERMS AS STATED. THE PROVIDER AFFIRMS THAT ITS SR PROGRAM MEETS ALL THE QUALIFICATIONS AND REQUIREMENTS FOR OFFERING THE SR PROGRAM ESTABLISHED BY STATUTE, RULE AND THIS AGREEMENT AT ALL TIMES PROVIDER OFFERS THE SR PROGRAM.

#### A. Parties:

1. This is a legally binding SR PROVIDER AGREEMENT (hereinafter referred to as AGREEMENT) entered into between the Early Learning Coalition of Orange County (hereinafter referred to as "COALITION") and:

Provider **Legal** Name (as it appears in license or registration, as applicable):

\_\_\_\_\_

located at: \_\_\_\_\_

\_\_\_\_\_ City/State/Zip: \_\_\_\_\_ hereafter referred to as "PROVIDER". (If PROVIDER offers before and/or after school program located in Public School property executing a single Contract on behalf of multiple public School Readiness (SR) programs, the provider must request and complete the "Multiple B/A School Sites" form listing each school site location with which the COALITION enters into agreement via this document).

#### B. Purpose:

2. The purpose of this AGREEMENT is to state the terms and conditions applicable to the PROVIDER. The PROVIDER is an independent contractor. The program requirements shall be implemented by agencies designated by the COALITION and/or its designees as stated herein.

#### C. Terms of this Agreement:

3. This AGREEMENT shall begin on \_\_\_\_\_, or on the date on which the AGREEMENT is signed by the last party required to sign the AGREEMENT, whichever occurs last, and expires on June 30, 2012 or upon completion of the PROVIDER's School Readiness Program, whichever occurs first. The COALITION is not obligated to pay for costs incurred by the PROVIDER before the AGREEMENT's beginning date or after its ending date. The PROVIDER must complete and sign a new AGREEMENT each subsequent program year to remain eligible to deliver School Readiness Program services.
4. The PROVIDER agrees that in the event of COALITION policy, procedure, or funding change there may be a need to revise the terms of this AGREEMENT.
5. The PROVIDER understands and agrees this AGREEMENT is not transferable and non-assignable upon sale or assignment of the PROVIDER's business.

#### D. General:

6. The Agency for Workforce Innovation and the COALITION are mandated to provide oversight and establish policies for SR funding through the Office of Early Learning (OEL) funding (F.S. 411.01).
7. 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 Child Care 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 **Orange County**.
8. The PROVIDER understands that School Readiness funding is limited and that this AGREEMENT does not guarantee the placement of children. Children are placed in School Readiness Programs by parental choice based on authorization by the COALITION or its designee.

9. The PROVIDER understands that the requirements of the School Readiness Program are found in this AGREEMENT, 45CFR98 (Code of Federal Regulations), Chapter 402.25 and 411.01 F.S., and Rules 60BB-4 and 60BB-9 of the Florida Administrative Code. The PROVIDER understands that, by signing this AGREEMENT, it agrees that as a recipient of School Readiness funding it will ensure that its early learning program meets the School Readiness Program requirements; the COALITION's policies and procedures and the standards outlined in the COALITION's Strategic Business Plan (PLAN), Section 4, Program Elements. The PLAN can be accessed at <http://www.elcoforangecounty.org/plan.pdf>.

## SECTION I: Program Requirements

(Copies of the requirements and program standards referenced in this agreement may be found on the following website: [www.myflorida.com/childcare](http://www.myflorida.com/childcare). Hard copies of these and other rules referenced are available upon request.)

### E. Programs serving children ages 0-5.

10. **Developmentally Appropriate (DAP) Curriculum:** (F.S. 411.01(5)(c)2.a-b) The PROVIDER agrees to utilize a COALITION approved developmentally appropriate (DAP) curriculum with a character development component or agrees to complete a Curriculum Exception Request Application for the COALITION's or its designee's review and approval. The PROVIDER agrees to cooperatively participate in curriculum enhancement initiatives as determined by the COALITION or its designee. For a list of the COALITION Approved Curriculum list and "Curriculum Exception Form" please see <http://www.elcoforangecounty.org/acl.pdf>.
11. **Goals, Schedules and Lesson Plans:** (F.S. 411.01(5)(d)2)(F.S. 402.25) The PROVIDER agrees to offer a program that has clear, written goals with posted daily schedules and written lesson plans for the children which foster brain development and are consistent with the Florida School Readiness Performance Standards for children Birth to Five (0-5) which describe the skills that children should have by age group.
12. **Program Evaluation for Licensed and License Exempt Providers:** (F.S. 411.01(4) (d)8 and (5)(g) The PROVIDER agrees to provide an appropriate environment for children and to cooperatively participate in annual program evaluations (currently the **Environmental Rating Scale (ERS)** tool), technical assistance, and re-evaluations as deemed appropriate for the program and determined by the COALITION or its designee. The PROVIDER further agrees that the COALITION reserves the right not to contract with PROVIDERS who fail to meet or maintain minimum scores as set by the COALITION. **Attachment 3**, incorporated herein by this reference, details the minimum scores requirements.
13. **Program Evaluation for Registered Homes:** (F.S. 411.01(4) (d)8 and (5)(g) The PROVIDER agrees to provide an appropriate environment for children and to cooperatively participate in annual program evaluations (currently the "**Fundamental Care and Quality for Registered Family Child Care Home**" tool), technical assistance, and re-evaluations as deemed appropriate for the program and determined by the COALITION or its designee. The PROVIDER further agrees that the COALITION reserves the right not to contract with PROVIDERS who fail to maintain minimum scores as set by the COALITION. The "**Fundamental Care and Quality for Registered Family Child Care Home**" tool can be found at <http://www.elcoforangecounty.org/fqc.pdf>.
14. **Screenings:** (F.S. 411.01(5) (c)2.c. The COALITION currently uses the Ages and Stages Questionnaire (ASQ-3 and ASQ-SE) screening tool. For all school readiness funded children, with the parent's/guardian' consent, the PROVIDER agrees to:
- Ensure that an age-appropriate initial screening is conducted for ages two (2) to sixty (60) months within forty-five (45) days of initial enrollment into School Readiness Programs.
  - Ensure that an annual screening is conducted within thirty (30) days of the child's birthday.
  - Enter the results in the designated Internet-based online data management system (ASQ Online/Enterprise) no later than the 20<sup>th</sup> of the child's birth month. The screening is not valid until it is completed in its entirety and the results have been entered by the person who administered the tool.
  - Collaborate with the COALITION or its designee by providing access to children whose screening indicates a potential developmental delay.
15. **Assessments:** F.S. 411.01(5)(c)2.d Currently the COALITION uses the Learning Accomplishment Profile (LAP) system as appropriate for each age group (E-LAP or LAP-D). The PROVIDER agrees to collaborate annually with the COALITION or its designee in conducting age-appropriate assessments on a randomly selected sample of school readiness funded children ages birth to five (0-5) years old. The PROVIDER further agrees to collaborate with the COALITION or its designee by providing access to children randomly selected for additional assessments, if requested to participate.
16. **Sharing of Screening/Assessment Results:** The PROVIDER agrees to share all screening and assessment results with the child's parents and teachers. The PROVIDER must retain copies of all child developmental screening and assessment results for a minimum of five (5) years for school readiness monitoring purposes.
17. **Screening/Assessment Contact:** The PROVIDER agrees to identify one staff member as the Screening/Assessment contact for the PROVIDER. The COALITION must be notified within 10 days of any change in the contact person.

**F. Programs Serving School Age children:**

18. The PROVIDER agrees to provide a program that has clear, written goals with posted daily schedules and written tutorial plans for school age children consistent with the Florida Standards for After School Programs.

**G. Provider Responsibilities:**

19. Child Eligibility Status: The PROVIDER agrees that payments will only be made for children eligible for services. The ending date of eligibility is identified at the top right hand corner of the Child Care Certificate. The PROVIDER understands that no payments will be made after that date unless the child's continued eligibility has been established in writing by the COALITION or its designee. The PROVIDER agrees that child care services provided without written authorization from the COALITION or its designee will not be eligible for reimbursement.
20. Parental Access: The PROVIDER agrees, in accordance with section 402.305(11), F.S. and 45 C.F.R. 98.31, to provide parents with unlimited access to their child during regular business hours and any time their child is in care.
21. Parent's Right to Request a Copy of Records: The PROVIDER agrees that parents/guardians have the right to inspect and review the individual SR program record of his/her child and to obtain a copy of the record. (F.S. 411.11(2))
22. Parental Notification: The PROVIDER understands and agrees 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 COALITION, or been the subject of administrative sanctions by the Department of Children and Families (DCF) or the accrediting agency responsible for accreditation standing.
23. Parental Choice: The PROVIDER understands and agrees, in accordance with section 411.01(7) (a), F.S., that the parent has a choice of child care providers. In the event the parent chooses to move to a different child care provider, it is within their prerogative to do so. If the parent has failed to make the required parent co-payments to the PROVIDER, then the PROVIDER is obligated to report this promptly to the COALITION or its designee.
24. CCR&R: The PROVIDER has a responsibility to observe the child daily to determine if additional services may be needed such as economic, medical, financial, social, developmental, health, transportation, etc.; at a minimum referring them to the COALITION's Child Care Resource & Referral (CCR&R) Program, as needed.
25. Attendance Sheets and Records: The PROVIDER agrees to maintain **both** sign-in/sign-out sheets available **daily** for the parents to sign **and** teacher attendance rosters of children present in their classroom and to submit to the COALITION or its designee accurate attendance reports monthly of all children who attend their facility and to accurately identify absences. The PROVIDER must submit reimbursement invoices (Attendance Sheets) in accordance with the COALITION's or its designee's instructions and understands the COALITION will pay up to three (3) absences per child per calendar month.
26. Attendance Audits: The PROVIDER agrees to keep an attendance record on file at the facility. The PROVIDER agrees to allow the COALITION or its designee to audit attendance records at any time and to submit these records to the COALITION or designee when requested. Records that fail to substantiate the reimbursement claim will automatically result in a disallowed subsidy payment. Disallowed payments may be deducted from any forthcoming reimbursement payment.
27. Unexcused Absences: (60BB-4.500(2)(c) In the event that a child is absent for five (5) consecutive days with no contact from the parent, the PROVIDER agrees to notify the COALITION or its designee immediately to determine the need for continued care.
28. Record Retention: The PROVIDER agrees to keep and maintain all records and forms, including enrollment and attendance records for subsidized children, and reimbursement summaries and other fiscal records for a period of no less than five (5) years.
29. Access to Records: The PROVIDER agrees to allow the COALITION, its designee, or the Agency for Workforce Innovation to inspect and copy the records maintained by the PROVIDER concerning the School Readiness Program.
30. Confidentiality: The PROVIDER agrees to follow the Florida Public Records Act (Chapter 119, F.S.) to ensure the confidentiality of the child's individual and family information. Information associated with the School Readiness Program shall only be available to the PROVIDER, the legal parent/guardian, the COALITION or its designee, the Office of Early Learning, the Agency of Workforce Innovation, and/or other legally sanctioned entities (402.305 (11), and 401.11.(1)F.S.).
31. Fraud: The PROVIDER agrees that knowingly providing false information in order to obtain benefits, payments or reimbursement to which it is not entitled, or to increase the benefits, payments or reimbursements beyond which it is entitled, is unlawful behavior and a breach of this AGREEMENT. Furthermore, the PROVIDER:
  - a. Understands that providing false information regarding a child's attendance will result in recoupment of funds from the PROVIDER and possible referral to **Florida Department of Law Enforcement (FDLE)**, Public Assistance Fraud Division; and if determined deceitful, abide by the decision of the state. Each attendance sheet must be signed by the PROVIDER, in blue ink, at the "authorized signature" section.
  - b. Understands that knowingly providing false information, omitting requested information, signing or requesting someone

to sign inaccurate attendance documents, failing to promptly report changes which would directly affect the eligibility of a school readiness provider, or any other unlawful acts, can result in the requirement to pay back unauthorized subsidy payments, denial of further participation in the program and/or referral to the FDLE for further investigation.

32. Surveys: The PROVIDER agrees to participate in the Child Care Resource and Referral Network (CCR&R) and respond to all requests for program information/updates as required (F.S. 411.01(5)(c)2.g. The PROVIDER agrees to participate in the annual Market Rate Survey as required by the AWI, the COALITION, or its designee.
33. Child Abuse: The PROVIDER understands that, in accordance with section 39.201, F.S., 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 the Florida Abuse Hotline at 1-800-962-2873.
34. Discipline: The PROVIDER agrees not to use or allow others to use negative discipline or corporal punishment that is severe, or would hurt, humiliate or frighten children, as required by 65C-22, F.A.C. (Child Care Standards). The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Positive Reinforcement, redirection, or age appropriate discussion is encouraged.
35. Missing Child: Should there ever be a need to report a child as missing from your care or supervision, you must immediately call the parent, local law enforcement and file a missing child report. The PROVIDER should obtain the case number assigned; and, request a copy of the law enforcement report as soon as available. Once the missing child report has been filed with law enforcement, the PROVIDER must immediately contact the COALITION and provide the following information:
  - a. Name of law enforcement agency that took the missing child report;
  - b. The case number issued for the report;
  - c. A copy of the law enforcement report when one is made available.
36. Nondiscrimination: The PROVIDER agrees not to 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. (45 CFR 98.46)
37. Parent Involvement. The PROVIDER agrees to annually have a minimum of two activities or events promoting parent involvement and family literacy. (F.S. 411.01 (5)(d)4.g and (F.S. 411.01 (4)(o)
38. Trainings/Meetings: The PROVIDER agrees to attend or send a designee to attend all orientations, scheduled trainings and provider meetings when required by the COALITION. (F.S. 411.01(5)(c) 1.c).
39. Food Program. The PROVIDER agrees to provide appropriate nutrition to the children under their care, following the USDA recommended guidelines and/or the Child Care Food Program, as applicable.
40. Inclusion: If the PROVIDER's program is inclusive of children with special needs, it must support the development and individual needs of all children.

#### **H. Protective Supervision**

41. Children At Risk of Abuse or Neglect. If the PROVIDER is caring for an at-risk child of any age, the PROVIDER agrees to notify DCF, or the responsible caseworker identified on the childcare referral form, by the end of the business day following the unexcused absence or seven (7) consecutive days of excused absences. The Rilya Wilson Act establishes these reporting requirements for children 3 to 5 years old. This rule shall apply to all at-risk children of any age in a school readiness program.
42. Rilya Wilson Act (RWA) (39.604, F.S.). The PROVIDER may choose not to accept children subject to the RWA. However, if the PROVIDER accepts children subject to this law, the PROVIDER must comply with section 39.604, F.S. The PROVIDER must review, understand and follow the law and all reporting requirements, at a minimum:
  - a. Each child who is subject to this law must participate in licensed early education or child care services at least five (5) days a week, unless exempted by the court.
  - b. DCF, or its designee and/or any other referring agency must notify the operator of a licensed child care 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 referring agency.

## **Section II: Operating Standards**

### **I. Program Standards**

43. Application of Standards: The PROVIDER agrees to meet the standards consistent with the requirements and goals of the School Readiness Program (411.01 (5) (c) 1.h. and (5) (d)(2) and any others as listed in the COALITION's plan.
44. Professional Development: The PROVIDER agrees to ensure that all staff have the required training and credentials as applicable and that such information is documented on the DCF training database or the appropriate accreditation entity. The PROVIDER agrees to actively participate in early education related staff development initiatives as required by licensing and program stipulations and according to F.S. section 402 and Rule 65C. [FS 411.01 (5)(d)4.c].

45. Location: The PROVIDER agrees that School Readiness funded children must be cared for at the location listed on the child's certificate of eligibility. The PROVIDER further agrees:
  - a. Subsidy payment is forfeited if the certificate does not list the location indicated in this AGREEMENT but the child is cared for at the location indicated in this AGREEMENT.
  - b. Subsidy payment is forfeited if the certificate of eligibility lists the location indicated in this AGREEMENT but the child is cared for at an alternate location.
  - c. If a PROVIDER opens a new location, each location must have its own AGREEMENT with the COALITION.
  - d. AGREEMENTS are not transferable and non-assignable between or among locations.
46. Business Information: The PROVIDER agrees to maintain current all business information at all times with all contact information including billing/ mailing address; and, if available, fax number. This AGREEMENT becomes invalid if business information is not current.
47. Working Email Address: The PROVIDER agrees to maintain a current and working EMAIL address. The COALITION sends correspondence primarily via electronic methods of communication (e-mails) and posts events in the COALITION's website. It is the PROVIDER's responsibility to have access to a computer or computer network (e.g. Internet) so that it benefits from receiving timely notifications.
48. Working Land-Line Telephone: The PROVIDER agrees to have a working land line and corded telephone available to make or receive telephone calls at all times when children are in care. The phone must not be power dependent. The COALITION must be able to contact the PROVIDER during hours of operation. This AGREEMENT becomes invalid if a non-power dependent land-line telephone is not present or working.
49. Licensed, School Based, and Religious Exempt Providers: The PROVIDER agrees to maintain a legally operating business and meet the standards of the appropriate authorizing entity, including the assurance that all child care personnel, teachers and volunteers are of good moral character and in compliance with Level 2 background screening requirements (F.S. Sections 435.01-09, F.S., and 411.01(5) (c)1.h).
50. Registered Providers: The PROVIDER agrees, in accordance with section 435.04, F.S., to allow the Department of Children and Families or its designee, to conduct a background screening on all mandated household members, which includes, but is not limited to, employment history checks, a criminal record check, and a Central Abuse Hotline Record Search.
51. Informal Providers: The PROVIDER agrees to operate under the requirements set forth by the COALITION and agrees to allow the COALITION, at the PROVIDER's cost, to conduct a background screening on all household members over 12 years of age which includes but is not limited to, employment history checks, a criminal record check, and a Central Abuse Hotline Record Search. The PROVIDER further agrees to inform the COALITION within 24 hours when any individual over 12 years of age will be present in the household for more than 3 consecutive days.
52. Healthy and Safe Environment (411.01(5)(c) 2.f):  
 The PROVIDER agrees to provide a healthy and safe environment in accordance with the applicable provisions below:
  - a. 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.
  - b. Religiously exempt from licensure under ss. 402.316, F.S., or school-based 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.
  - c. Large, licensed, or registered family child care homes: The PROVIDER agrees to comply with the health and safety standards of ss. 402.302-319 F.S. and Rule 65C-20, FAC.
  - d. Informal providers: The PROVIDER agrees to comply with the health and safety standards of ss. 402.302-319 F.S. and Rule 65C-20, FAC. with exceptions as noted in the "Health and Safety checklist". The Checklist is available at [www.elcoc.org](http://www.elcoc.org). The PROVIDER further agrees to maintain ratio requirements set forth in DCF guidelines.
53. Monitoring of Compliance: The PROVIDER agrees to permit the COALITION or its designee, or the Agency of Workforce Innovation to enter the PROVIDER's facility during hours of operation to verify the PROVIDER's compliance with this AGREEMENT, as well as the rules and regulations set forth by the Agency for Workforce Innovation, the COALITION or its designee and this AGREEMENT.

### **Section III: Administrative Responsibilities Applicable to All PROVIDERS**

#### **J. Indemnification and Insurance**

54. Indemnification: The PROVIDER agrees to defend, indemnify and hold the COALITION harmless from and against any and all claims for bodily injury, death, and loss of or damage to personal property, including claims for attorney's fees, both at

trial and on appeal, arising from the provision of services pursuant to this AGREEMENT. If the PROVIDER is a county government, public school or school district, this paragraph is limited to the extent required by F.S. s. 768.28.

55. **Liability Insurance:** The PROVIDER agrees to maintain sufficient general liability insurance coverage at all times in full force and effect during the life of the AGREEMENT and any renewal(s) or extension(s) to it. By execution of the AGREEMENT, the PROVIDER accepts full responsibility for identifying the type(s) and extent of liability insurance in excess of the amount identified below necessary to provide reasonable financial protections for the PROVIDER and the children served under this AGREEMENT. This AGREEMENT becomes invalid should the PROVIDER fail to maintain the required insurance coverage(s).
- a. The policy must name the COALITION as a certificate holder and an additional insured.
  - b. The PROVIDER agrees to maintain coverage limits of at least \$100,000 each occurrence, and \$300,000 general aggregate at a minimum.
  - c. The PROVIDER agrees to submit certificate of liability, evidencing insurance coverage(s) prior to the execution of an AGREEMENT with the COALITION. Copies of new insurance certificates must be provided to the COALITION's Provider Relations Department with each insurance renewal.
  - d. The insurance(s) shall not be canceled or modified for any reason except after thirty (30) days advance written notice to the COALITION, **AND** with proof of new coverage that meets the aforementioned requirements.
56. **Automobile Insurance:** If transporting children, the PROVIDER agrees to maintain in full force and effect during the life of the AGREEMENT, adequate comprehensive automobile liability coverage. The PROVIDER shall provide written evidence of the type of coverage.

## K. Payment

57. **Rate Changes:** The PROVIDER agrees that the rate used for School Readiness reimbursement calculations will be in effect from January 1<sup>st</sup> through December 31<sup>st</sup> of each year. For providers who begin to offer services after January 1<sup>st</sup>, rates must be attached to this AGREEMENT prior to payment for School Readiness services and will remain in effect for the duration of the AGREEMENT. The PROVIDER further agrees that failure to submit annual updates to rates within the timeline set by the COALITION will result in the continuation of prior year rates.
58. **Rate Restrictions:** The PROVIDER agrees to provide the COALITION or its designee with information concerning the normal child care rates charged to parents by the PROVIDER. The PROVIDER agrees not to charge either the COALITION or its designee or the parent receiving School Readiness funding, a higher rate than those charged to other parents. The PROVIDER understands they may charge the parent a differential rate if the normal rate charged to private families is higher than the reimbursement rate paid by the COALITION or its designee.
59. **Fee Collection:** The PROVIDER agrees to the timely collection of all co-payment fees to be paid by the parent/guardian as assigned by the COALITION or its designee. Furthermore, the PROVIDER:
- a. Understands that the specified co-payment fees will be automatically deducted from their monthly reimbursement payment. The PROVIDER agrees to give the parent/guardian a written receipt that includes the dates of services covered for the fees paid.
  - b. Must notify the COALITION or its designee within thirty (30) calendar days if a parent/guardian does not pay their assigned co-payment fees. The PROVIDER will have the option to terminate the parent/guardian's services at their site. The PROVIDER agrees that if a parent/guardian leaves the PROVIDER's program owing the co-payment fees, that there is a mutually agreed upon payment schedule in place with the parent/guardian; and the PROVIDER shall inform the COALITION or its designee of the parent's compliance with this arrangement.
  - c. Understands that the COALITION or its designee can only hold a parent/guardian liable for outstanding co-payment fees for the thirty (30) days of service as notified. The COALITION or its designee cannot enforce collection of co-payment fees that have gone uncollected prior to the thirty (30) day notification period. The PROVIDER understands that under no circumstances will the COALITION or its designee hold a parent accountable for other fees due to the PROVIDER.
  - d. Agrees to issue a **Zero Balance** statement to parents who request a transfer to another child care facility, as long as the parent/guardian has paid all co-payment fees listed on the child care authorization form.
60. **Reimbursement**
- a. **Payments:** The PROVIDER agrees to submit all required attendance documents to the COALITION or its designee no later than 12:30 PM on the third (3<sup>rd</sup>) of each month, and, if the third (3<sup>rd</sup>) falls on a weekend and/or holiday, the deadline for submission of all required attendance documents remains the third (3<sup>rd</sup>) day. The PROVIDER understands that payment for services will be received the month following attendance and that any attendance documents submitted after the stated deadline will be processed the next reimbursement month.
  - b. **Reports:** The PROVIDER agrees to submit all attendance documentation for reimbursement accurately and supported

by the parent's daily signature on the sign-in/sign-out sheets.

- c. **Requirements:** The PROVIDER agrees to follow all payment procedures adopted by the COALITION or its designee and/or mandated by the Agency for Workforce Innovation. The PROVIDER agrees to complete the necessary documents to initiate Electronic Funds Transfer (EFT) and to update information as required by the COALITION or its designee. The PROVIDER agrees to return any funds received as a result of error or overpayment to the COALITION or its designee. The PROVIDER understands reimbursement is not transferable and non-assignable.
  - d. **Reimbursement Rate:** The 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 COALITION's Payment Rate Schedule as approved by the COALITION. Maximum payment rates may be subject to change at the discretion of the COALITION.
61. **Holiday Closings:** The PROVIDER understands it may identify the dates of up to twelve (12) scheduled holidays in which child care will not be provided. The COALITION or its designee agrees to provide compensation on those days for eligible children. The PROVIDER agrees that failure to provide these dates at the time of application will result in no holiday payments. The PROVIDER further agrees that failure to submit annual updates to holiday dates within the timeline set by the COALITION will result in the forfeiture of any holiday payments until the next agreement period. Revisions to the schedule must be submitted at least 30 days prior to its effective date.
62. **Reconciling Reimbursement Payments:** The PROVIDER agrees to review the reimbursement summary provided by the COALITION or its designee each month with the reimbursement check and report any discrepancy or underpayment within thirty (30) days from the date the reimbursement was deposited or mailed. The PROVIDER further agrees any underpayments reported after thirty (30) days will not be honored.

#### Section IV: Non-Compliance Policy

63. **Zero Tolerance:** The PROVIDER agrees to abide by the COALITION's Zero Tolerance Policy which outlines progressive actions to be taken in the event of selected non-compliance on the part of PROVIDER. The PROVIDER agrees violations of DCF standards contained in the COALITION's Zero Tolerance Policy will immediately trigger implementation of the COALITION's Zero Tolerance Policy which will run concurrently with the DCF investigation. The PROVIDER further agrees sanctions imposed as a result of violations of the COALITION's Zero Tolerance Policy are not eligible for appeal to the COALITION's Appeal Committee. The Zero Tolerance Policy can be found at <http://www.elcoforangecounty.org/noncomp.pdf>.
64. **Failure to Achieve Performance Requirements:** The PROVIDER agrees that if the PROVIDER fails to achieve the minimum score requirements on an ERS assessment or any other performance measure specified in this AGREEMENT and/or approved by the Board then the COALITION may establish a **probationary period** during which the PROVIDER must improve its scores and/or its performance to an acceptable level. The PROVIDER agrees that failure to achieve an acceptable level of performance by the end of the probationary period shall result in termination of the AGREEMENT on the last day of the probationary period. The COALITION may extend the probationary period should such be in the best interest of the COALITION or School Readiness funded children. The PROVIDER further agrees the determination of best interest rests solely with the COALITION.
65. **Action Against License, Registration, Insurance or Accreditation:** The PROVIDER agrees that if any action is taken against PROVIDER's license, registration, insurance, or accreditation, such as denial, revocation, termination, or suspension; or if DCF issues a notice to cease operations, the COALITION may, at its full discretion, suspend payment and terminate the AGREEMENT should such be in the best interest of the COALITION or School Readiness funded children, even if the PROVIDER appeals the action. The PROVIDER agrees the determination of best interest rests solely with the COALITION. The PROVIDER further agrees, upon resolution, any decision regarding reinstatement of any payments due and/or future participation in the School Readiness Program rests solely with the COALITION.
66. **Forfeiture of Payment:** The COALITION reserves the right to not pay for any day on which the PROVIDER does not comply with this AGREEMENT.

#### Section V. Coalition Responsibilities

67. **Support for Program Improvement:** The COALITION encourages all licensed and license-exempt, public and private centers; and family child care homes to provide quality school readiness services. To that end, the COALITION or its designee will provide qualified providers, as funding is available, training, technical assistance, scholarships, and other means of support to any PROVIDER who would like assistance in meeting SR program standards.
68. **Technical Assistance:** The COALITION or its designees will visit School Readiness Programs to ensure that the standards and responsibilities outlined in this AGREEMENT are met and maintained. If the PROVIDER is unable to meet and/or maintain these standards, technical assistance may be requested. If, after technical assistance efforts have been made, these standards are still unable to be met and/or maintained, the COALITION or its designee will identify the areas of non-

compliance and notify the PROVIDER in writing of the corrective action measures. If the PROVIDER fails to take corrective action within the period given, the COALITION may place the PROVIDER on probationary status or terminate this AGREEMENT. Termination will disqualify the PROVIDER as eligible for School Readiness funding.

69. Suspected Fraud: In any case where there is sufficient reason to believe that any other information submitted is with the intent to be fraudulent, the COALITION will refer the matter to the Florida Department of Law Enforcement for further investigation. The COALITION reserves the right to suspend payment for services during any investigation that may arise.
70. Dispute Resolution: The COALITION will make every effort to promptly attend to any dispute. The PROVIDER understands that any initial disputes or disagreements should first be presented to the pertinent entity. If the outcome is not in favor of the complainant, then the issue may be presented to the COALITION for informal review. In the event the PROVIDER is still dissatisfied, a written appeal must be made to the COALITION. The COALITION's Appeal Policy can be found at [www.elcoc.org](http://www.elcoc.org).

#### **Section VI. Termination and Jurisdiction**

71. **VOLUNTARY TERMINATION**: The PROVIDER may, at its full discretion, terminate this AGREEMENT with thirty (30) calendar days' written notice. If such notice is given, the PROVIDER agrees to work collaboratively with the COALITION to minimize the interruption of services to School Readiness funded children.
72. **TERMINATION FOR CONVENIENCE**: The COALITION may, at its full discretion, terminate this AGREEMENT with or without notice should such be in the best interest of the COALITION or School Readiness funded children. The PROVIDER agrees the determination of best interest rests solely with the COALITION.
73. **FAILURE TO ACCEPT COALITION-MANDATED AGREEMENT MODIFICATIONS**: The PROVIDER agrees that changes to State of Florida requirements or COALITION policy or procedure may necessitate modifications to the terms and conditions of the AGREEMENT. In the event such modifications are required, the PROVIDER agrees to accept such by written signature within ten (10) calendar days of written notification by the COALITION or forfeit further eligibility for School Readiness funding.
74. **DUE TO LACK OF FUNDING**: Any obligation for payment under this AGREEMENT is contingent upon an annual appropriation by the Legislature. If the funds upon which this AGREEMENT depends are withdrawn or rejected, the PROVIDER agrees this AGREEMENT is terminated and the COALITION or its designees have no further liability to the PROVIDER.
75. **MUTUAL CONSENT**: The PROVIDER and the COALITION may agree to terminate this AGREEMENT by mutual consent. Notice of termination must be given, at least thirty (30) calendar days before the termination date, unless an earlier date is agreed to by both parties.
76. **TERMINATION FOR BREACH**: This AGREEMENT may be terminated by the COALITION for nonperformance or proven fraudulent behavior by the PROVIDER upon no less than twenty-four (24) hours written notice to the PROVIDER. Waiver or breach of any provisions of this AGREEMENT shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this AGREEMENT. The provisions herein do not limit the COALITION's right to remedies at law or in equity. If applicable, the PROVIDER may be liable for liquidated damages upon breach.
77. **APPLICABLE LAW, JURISDICTION AND VENUE**: This AGREEMENT, and the rights and obligations of the COALITION and the PROVIDER hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusively in Orange County, Florida. If any provision of this AGREEMENT, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

**Section VII: List of COALITION designees, inclusive but not limited to:**

**Devereux Florida      Community Coordinated Care for Children, Inc. (4C)      Orange County Health Department (OCHD)**

**List of Attachments and Exhibits**

**Attachment 1: Provider Application**

**Attachment 2: ERS Minimum Scores Requirements**

**Exhibit A: ERS Score Flow Chart (2011-12)**

**Exhibit B: ERS Performance Thresholds through June 2017**

**PLEASE RETURN: PAGE 1, SIGNATURE PAGE, COMPLETED ATTACHMENT 1 AND CHECKLIST (WITH REQUIRED DOCUMENTS) TO:**

**Early Learning Coalition of Orange County  
Attn. Provider Relations Department  
Physical Address: 1940 Traylor Blvd. Orlando, Florida 32804  
Mailing Address: PO Box 540387 Orlando, Florida 32854**

**No faxes**

**2011-12**

**SR Provider Agreement Signature Page**

This is a program that comes with mandated regulations. Please take the time to read the **AGREEMENT and its attachments**, complete Page 1, the Application (**Attachment 1**), and return **with all** required documents to the address listed below. **Incomplete applications will be returned.**

**By signing this AGREEMENT and agreeing to accept School Readiness funds, you are acknowledging that you understand and agree to abide by the terms and conditions of this AGREEMENT as stated. Your signature also acknowledges that the required documents must be submitted to the COALITION in order to activate participation and process any payments due for services provided.**

**Warranty of Authority.** Each person signing the AGREEMENT warrants that he or she is duly authorized to do so and to bind the respective party to the AGREEMENT.

**The PROVIDER hereby agrees to this AGREEMENT on the date signed.**

|  |   |
|--|---|
| <p>For _____<br/>(LEGAL Name of Provider or Business)</p> <hr/> <p><b>Authorized Signature</b></p> <hr/> <p><b>Printed Name</b></p> <hr/> <p><b>Title</b></p> <hr/> <p><b>Date</b></p> <hr/> | <p><b>For the Early Learning Coalition of Orange County</b></p> <hr/> <p><b>Authorized Signature</b></p> <p>Karen Willis, CWDP</p> <p><b>Printed Name</b></p> <p>Chief Executive Officer</p> <hr/> <p><b>Title</b></p> <hr/> <p><b>Date</b></p> <hr/> |
|--|---|

**Optional:**

**For School Readiness Providers currently serving or willing to serve children in the Protective Supervision Program:**

I agree to abide by the provisions of Section H of this Agreement, by notifying the DCF or referring worker of excused and unexcused absences for the children in my care who meet the mandated guidelines as directed by state law. I understand that I will receive a copy of the Rilya Wilson Act (Licensed facilities only) and other appropriate documentation as a provider participating in the Protective Supervision Program.

---

**Provider Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

---

**Print Name (must be same as above)** \_\_\_\_\_



**ATTACHMENT 1  
EARLY LEARNING COALITION OF ORANGE COUNTY**

**2011-12**



**School Readiness Provider Application**

**THIS APPLICATION MUST BE COMPLETED IN ITS ENTIRETY- INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED**

|  |  |
|--|--|
| <b>Application:</b><br><input type="checkbox"/> New Application<br><input type="checkbox"/> Updated Application<br><input type="checkbox"/> Annual Renewal<br>Employer FID # or SSN #<br>_____ | <b>Facility Type:</b> (check all that apply)<br><input type="checkbox"/> Licensed Child Care Facility<br><input type="checkbox"/> Large Family Child Care Home (LIC)<br><input type="checkbox"/> Registered Family Child Care Home (REG)<br><input type="checkbox"/> Private School (PSB) <input type="checkbox"/> Public School (PUSB) <input type="checkbox"/> Charter School <input type="checkbox"/> UCP <input type="checkbox"/> Head Start<br><input type="checkbox"/> Religious Exempt Child Care Facility (EX)<br><input type="checkbox"/> Licensed Family Child Care Home (LIC)<br><input type="checkbox"/> Informal Provider (INF) |
|--|--|

**PLEASE PRINT LEGIBLY**

|  |  |  |
|--|--|--|
| <b>Name of Provider, Corporation or School:</b>  |  |  |
| <b>Business Name (Legal Name) as listed on agreement:</b>                                  |  |  |
| <b>Phone:</b>  | <b>Fax:</b>  | <b>E-Mail</b>  |
| <b>Physical Address:</b>   |  | <b>City/ZIP</b>  |
| <b>Mailing Address (if different):</b>   |  | <b>City/ZIP</b>  |
| <b>Director:</b>   |  | <b>If religious exempt, name overseeing agency:</b>                      |
| <b>Ages Served:</b>  | <b>Capacity:</b>   | <b>DCF License/Registration/Exemption Number:</b>                        |
| <b>Curriculum (indicate by age if different curriculum is used):</b>                       |  | <b>Gold Seal Accreditation #: _____</b><br><b>Expiration Date: _____</b> |
| <b>Character Development Curriculum (indicate by age if different curriculum is used):</b> |  |  |
| <b>Pre/Post Assessment Tool (indicate by age if different assessment tool is used):</b>    |  |  |
| <b>Name of Screening/Assessment Contact Person:</b>  |  |  |
| <b>Commercial Liability Carrier Name and Amount:</b>                                       | <b>Do you transport children (circle):    Yes    No</b><br><b>If yes, Auto Insurance Carrier Name:</b> |  |
| <b>OWNERSHIP INFORMATION (if different from above)</b>                                     |  |  |
| <b>Owner Contact Name:</b>   |  |  |
| <b>Address:</b>  |  | <b>City/State/ZIP:</b>   |
| <b>Telephone:</b>  | <b>Fax:</b>  | <b>E-Mail:</b>   |

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ATTACHMENT 1 (CONT.)

**2011-12**

**BUSINESS INFORMATION**

PROVIDER LEGAL NAME: \_\_\_\_\_

**Days of Operation – Check all that apply:**

- |                                    |                                   |
|------------------------------------|-----------------------------------|
| <input type="checkbox"/> Monday    | <input type="checkbox"/> Friday   |
| <input type="checkbox"/> Tuesday   | <input type="checkbox"/> Saturday |
| <input type="checkbox"/> Wednesday | <input type="checkbox"/> Sunday   |
| <input type="checkbox"/> Thursday  |                                   |

Daily Opening Time: \_\_\_\_\_ am pm

Daily Closing Time: \_\_\_\_\_ am pm

**Additional Services:**

- |   |   |
|---|---|
| <input type="checkbox"/> Full Day       | <input type="checkbox"/> Weekend Care           |
| <input type="checkbox"/> Half Day       | <input type="checkbox"/> Night                  |
| <input type="checkbox"/> Drop-in care   | <input type="checkbox"/> Infant (0-12 months)   |
| <input type="checkbox"/> Part time care | <input type="checkbox"/> Toddler (13-36 months) |
| <input type="checkbox"/> Before School  | <input type="checkbox"/> Transportation         |
| <input type="checkbox"/> After School   | <input type="checkbox"/> Food Served            |
| <input type="checkbox"/> VPK            | <input type="checkbox"/> Rilya Wilson (PS)      |

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# 2011-12

## ATTACHMENT 2

### ERS Minimum Scores Requirements

July 1, 2011 to June 30, 2013

The Early Learning Coalition of Orange County (ELCOC) is dedicated to continuously improving the quality of early learning programs in Orange County. These efforts are important to giving our youngest children, particularly those from low income families, the best shot at being ready for school. While this is our passion, it is also our obligation under Florida law.

The School Readiness Agreement that reimburses early learning programs for 4C-funded children is issued by the ELCOC. That AGREEMENT requires that you meet minimum scores on the applicable Environmental Rating Scale (ERS) assessment, which is the tool currently used by the ELCOC to measure program quality. The ELCOC applies this requirement to all licensed and license-exempt providers who have been assessed twice since entering into an Agreement with the ELCOC.

Please read this attachment and Exhibits A & B carefully as your ERS score for the period of July 1, 2011 to June 30, 2012 **WILL** impact your eligibility to receive a School Readiness Agreement for the July 1, 2012 to June 30, 2013 program year.

The ELCOC has set the following expectations for the period of **July 1, 2011 to June 30, 2012 (Please see Exhibit A)**

1. Only Providers demonstrating an average ERS score of 3.50 or higher by June 30, 2011 are eligible for an AGREEMENT with the Coalition.
2. Each provider holding an AGREEMENT is subject to a random annual ERS assessment during the Agreement period (please see Exhibit A).
3. If the annual ERS assessment score falls **below an average minimum score of 3.50**, the provider will be immediately placed on **PROBATION** for a period of 90 days (or until June 30, 2012 whichever occurs first). During the probationary period, the provider will be re-assessed at no cost to the provider.
  - a) Agreements for providers who, at re-assessment, **fail to meet the minimum average score** of at least 3.50 will be terminated on the last day of the probationary period.
  - b) If at re-assessment the provider **posts an average score of at least 3.50** then the probation will end successfully and the Agreement will continue through June 30, 2012.
  - c) Providers, who at re-assessment, post **either** an ITERS or ECERS score of less than 3.25 will have the option to request a 2<sup>nd</sup> re-assessment, **at the provider's expense**, to attempt to raise each score to 3.25 or higher. Affected Providers will have **10-calendar days after receipt of the scores to advise the Coalition of their desire for re-assessment and to pay the re-assessment fee**. Once the fee is paid, the provider will be scheduled for re-assessment.

The ELCOC has set the following expectations for the period of **July 1, 2012 to June 30, 2013 (Please see Exhibit B)**

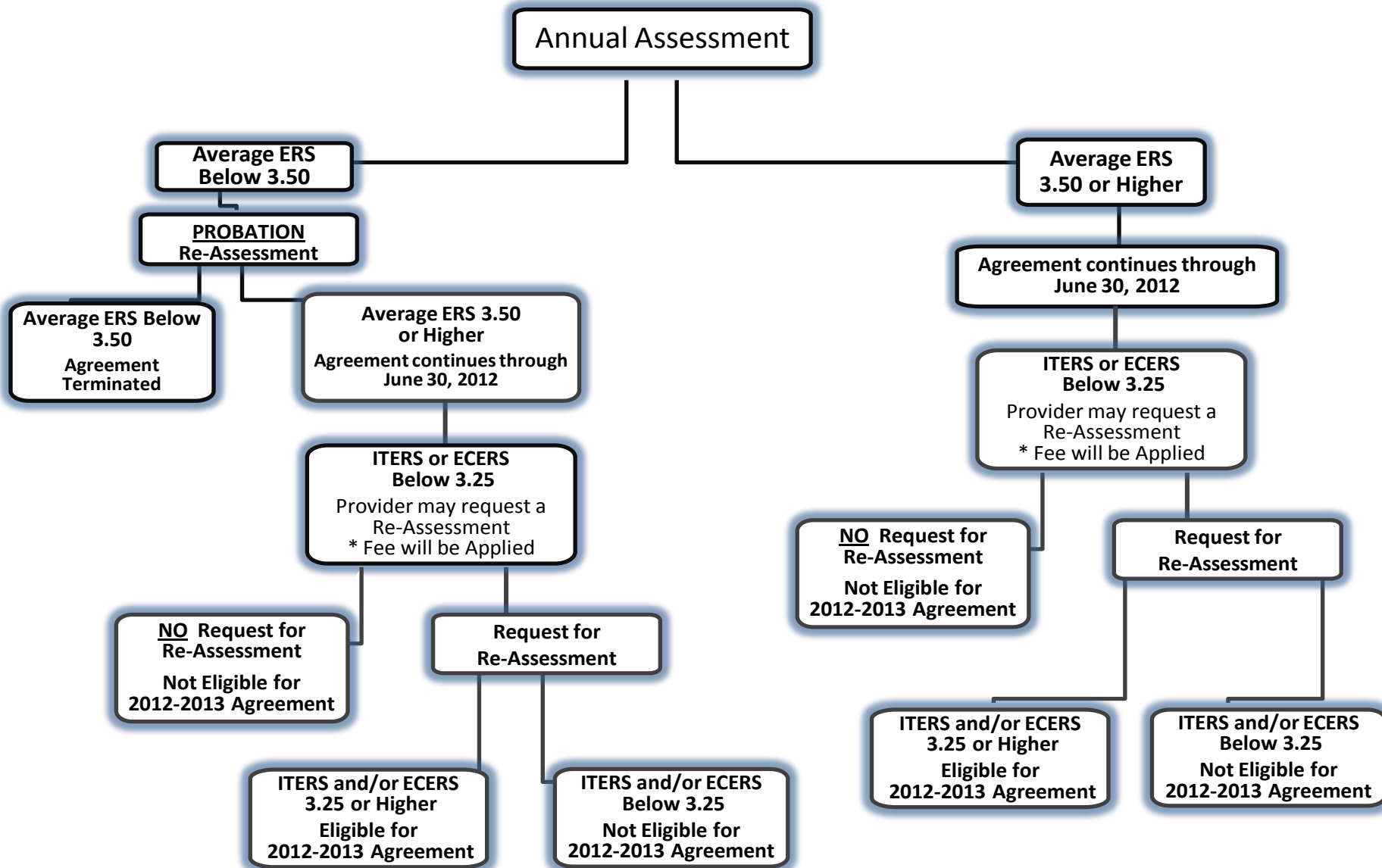
1. Only Providers demonstrating the following scores by June 30, 2012 are eligible for an AGREEMENT with the Coalition.
  - a) Center based Providers must demonstrate an ITERS score of 3.25 or higher if serving children under 30 months of age.
  - b) Center based Providers must demonstrate an ECERS score of 3.25 or higher if serving children between 30 months and 60 months of age.
  - c) Family Child Care Homes must demonstrate a score of 3.50 or higher.

This process of gradually increasing the required minimum ERS score will be repeated each year. Attached is a chart outlining the performance thresholds set by the ELCOC through June 30, 2017 (please see Exhibit B). As you can see, the performance threshold steadily increases over the next few years culminating in the full roll out of the Quality Rating Improvement System (QRIS) which is currently being piloted. Providers are encouraged to become familiar with these thresholds and seek technical assistance as necessary to ensure their program meets performance thresholds.

**Attached – Exhibits A & B**

# Exhibit A: ERS Score Flow Chart

**\*\*Providers Must Have ERS Score of 3.50 or Higher at June 30, 2011\*\***



# Exhibit B: ERS Performance Requirements

Through June 30, 2017

## 2011-2012

Minimum ERS Average Score  
3.50 Required

ERS Probationary Providers  
TA and re-assessment within 90 days  
(Provider will pay)

QRIS  
200 participants  
(Voluntary)

## 2012-2013

ECERS Score of 3.25 Required  
ITERS Score of 3.25 Required  
FCCERS Score of 3.50 Required

ERS Probationary Providers  
TA and re-assessment within 90 days  
(Provider will pay)

QRIS  
350 participants  
(Voluntary)

## 2013-2014

ECERS Score of 3.50 Required  
ITERS Score of 3.50 Required  
FCCERS Score of 3.50 Required

ERS Probationary Providers  
TA and re-assessment within 90 days  
(Provider will pay)

QRIS  
400 participants (Voluntary)  
Private Star Rating Given

## 2014-2015

ECERS Score of 4.00 Required  
ITERS Score of 4.00 Required  
FCCERS Score of 4.00 Required

ERS Probationary Providers  
TA and re-assessment within 90 days  
(Provider will pay)

QRIS  
450 participants (Voluntary)  
Private Star Rating Given

## 2015-2016

ERS Assessment part of QRIS  
Requirement  
(See 2014-2015 if not QRIS Participant)

ERS Assessment part of QRIS  
Requirement  
(See 2014-2015 if not QRIS Participant)

QRIS  
500 participants (Voluntary)  
Minimum 3.00 Star Rating- Public

## 2016-2017

ERS Assessment part of QRIS  
Requirement  
(See 2014-2015 if not QRIS Participant)

ERS Assessment part of QRIS  
Requirement  
(See 2014-2015 if not QRIS Participant)

QRIS  
550 participants (Voluntary)  
Minimum 3.00 Star Rating- Public