

Association of Early Learning Coalitions

STATEWIDE SCHOOL READINESS
PROVIDER AGREEMENT
2012-2013

I. PARTIES AND TERMS OF AGREEMENT

1. This Provider Agreement is entered into between the Early Learning Coalition of Flagler & Volusia, (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 01/01/2012 to 01/01/2013.

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

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 Agreement at all times the Provider offers the SR program.

3. In the event the Provider has executed this Agreement 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 2, the Coalition may demonstrate termination of this Agreement with respect to that location by striking through the location after following the termination processes outlined in this Agreement. This Agreement will remain in force and effect as to all locations in Attachment 2, which are not stricken.

4. This Agreement 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 Agreement is not transferable to another entity, corporation and/or owner. This Agreement is terminated within 24 hours of the Coalition receiving knowledge of the changes.

6. This Agreement is only valid to provide services at the location(s) listed. This Agreement is terminated within 24 hours of the Coalition receiving knowledge if the service location changes.

It is the policy of the Coalition to maintain compliance with pertinent Florida Performance Standards, Florida Statutes, Administrative Codes and applicable US Department of Health & Human Services Application and Plan Procedures/Assurances and Certifications. (Further, the Coalition will uphold other related Laws and/or Policy References and any that may be enacted throughout the terms of this Agreement.)

II. PROGRAM REQUIREMENTS

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

It is the policy of the Coalition to ensure contracted providers meet all program requirements as outlined in the Statewide School Readiness Provider Agreement.

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. Indicate primary Coalition Approved Curriculum utilized: _____.

Ensuring all School Readiness (SR) providers who have earned a contract implement a developmentally appropriate, Coalition approved curriculum and character development program will help to assure a safe, early learning environment for children birth to five.

By implementing a developmentally appropriate, Coalition approved curriculum and character development program, all School Readiness (SR) providers will help ensure a safe, early learning environment for children birth to five.

Based on a position statement offered by the National Association for the Education of Young Children (NAEYC), the leader in best practices in child development, a quality curriculum consists of the knowledge, skills, abilities and understandings children are to acquire and the plans for the learning experiences through which those gains will occur. Teachers planning curriculum experiences to integrate children's learning within and across domains (physical, social emotional, cognitive) and the disciplines (including language, literacy, mathematics, social studies, science, art, music, physical education and health) are an important piece of implementing best practices.

Procedures:

- 1. The Provider identifies a primary curriculum from the Approved Curriculum and Character Development Program List.*
- 2. If the Provider prefers to implement a primary Curriculum or Character Development Program that is not approved, then a Provider will complete a Curriculum Exception Request Application.*
- 3. Prior to approved usage, the preferred curriculum would need to be approved through the Quality Committee.*
- 4. In the interim, an approved curriculum would need to be implemented at the Provider location.*
- 5. If the Provider discontinues use of the identified Curriculum and/or Character Development Program, the Provider must notify the Coalition in writing:*
 - Prior to implementation of a new curriculum (at least 60 days prior), and*
 - With documentation of replacement curriculum (also from approved list or having gone through the above mentioned approval process)*
- 6. Compliance of suitable implementation may be monitored periodically to include but not limited to onsite visits such as program observations, post audit monitoring, technical assistance (TA) appointments and/or other monitoring/visits.*

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.

Indicate Character Development Program utilized: _____.

See Procedures in #7

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 all identified deficiencies in order to remain in compliance with this Agreement.

Related Documents: Environment Rating Scale Scoring Guides for ECERS, ITERS and FCCERS

Forms referenced: Acknowledgement of Observation, Intent to Contract, Classroom Selection Guide

Ensuring all School Readiness (SR) Providers will participate in the implementation of a program assessment process that supports the quality improvement rating system (QRIS) will benefit the community by guaranteeing a safe, early learning environment for children birth to five.

Based on a position statement offered by the National Association for the Education of Young Children (NAEYC), the leader in best practice in child development, high quality child care offers a program of implementing developmentally appropriate best practices where children can grow their knowledge, skills, abilities and understandings of the world and learning within and across domains (physical, social emotional, cognitive) and the disciplines (including language, literacy, mathematics, social studies, science, art, music, physical education and health).

The Coalition will conduct periodic on site observations of child care programs that desire to begin or continue to participate in the School Readiness (SR) program to ensure their quality of care meets or exceeds the minimum standards established by the Coalition's Board of Directors.

Procedures:

Prior to being scheduled for observation

- 1. Program representative must complete, sign and submit to the Coalition an Intent to Contract (ITC) accompanied by the following required documents:
 - a. Certificate of Liability Insurance with the Coalition listed as Additional Insured*
 - b. Self-scored ERS Score Summary (one per room for center based programs)*
 - c. Gold Seal Certificate, if applicable*
 - d. Resource & Referral update form**
- 2. Programs seeking to continue participation in the SR program must submit all required documents including the ITC/CA to their respective Contract Coordinator. Upon receipt, the program will be assigned a two month window for their ERS Observation date which will be posted on the Coalition website (www.elcfv.org).*
- 3. Programs seeking to begin participation in the SR program must submit all required documents including the ITC/CA to their Contract Coordinator. The program will be assigned an ERS Observation window no later than 30 days from the date the ITC and documents were received. A letter will be sent to confirm this time frame.*
- 4. Provider Support staff will request rosters that name children enrolled in each classroom in operation that day, their dates of birth and staff assigned to the classroom, and classroom schedules for classrooms that serve children age 30 months and older.*
- 5. Classrooms will be identified as ITERS (primarily serving children younger than 30 months) or ECERS (primarily serving primarily children 30 months old or older).*
- 6. Classrooms where all children enrolled are funded through the VPK program will be deemed ineligible for ERS Observation.*
- 7. Provider Support staff will follow up with the owner/director of the program to begin the ERS classroom selection process. This process is outlined in the referred document (Classroom Selection Guide).*

On the day of Observation

- 1. The Coalition's Provider Support team will arrive between 8:00 AM and 8:30 AM.*
- 2. The program staff person who is on site and identified as the responsible party for the program at the time the team arrives will be asked to sign an Acknowledgement of Assessment form.*
- 3. If there is only one classroom, it will be observed with the appropriate ERS tool based on the ages of the enrolled children. If 50% or more of the children are 30 months old or older, ECERS tool will be used. If 50% or more of the children are younger than 30 months old, the ITERS tool will be used.*
- 4. If both ITERS and ECERS classrooms are represented and there is only one classroom for each of these groups, both rooms will be observed.*
- 5. If both ITERS and ECERS classrooms are represented and there are multiple classrooms in either group, the selection process outlined in the Classroom Selection Guide.*
- 6. If the program has seven (7) or fewer classrooms, no more than two (2) will be observed.*
- 7. If the program has 8 to 10 classrooms, no more than three (3) will be observed.*
- 8. If the program has 11 to 14 classrooms, no more than four (4) classrooms will be observed.*

9. Programs with 15 or more classrooms will have at least 33% of those classrooms observed following the process set forth in the referenced Classroom Selection Guide.
10. Provider Support staff will be assigned to individual classrooms. No more than two Coalition staff will be assigned to observe a single classroom or home.
11. Family Child Care Homes are considered one room and will be observed as such unless two rooms are used at once. In that case, each room will be observed by at least one Provider Support staff and each room will have a unique FCCERS observation.
12. When the classes to be observed have been identified the program staff person on site and identified as responsible for the program will be asked to escort each Coalition team member to their assigned classroom.
13. During the observation, Coalition staff will follow procedures described in the Administration of the Scale section of the spiral bound ERS scoring guide (ECERS and ITERS page 5, FCCERS page 7)
14. The last Provider Support staff to leave the program will let the program staff person on site and identified as responsible for the program know that the observation is complete and Coalition staff has left the building.

After the Observation

1. When classrooms are observed by two Coalition staff, they will meet to come to consensus about what was observed.
2. A preliminary score is reached no more than three (3) days after the observation.
3. If the preliminary score is 3.0 or higher, the respective Contracts Coordinator assigned to the program will call to congratulate the provider and arrange for execution of the School Readiness Agreement.
4. If the preliminary score is 2.99 or lower, the Provider Support Manager will contact the provider to offer options including a Results Review and creation of a Program Improvement Plan of Action.
5. The Provider Support staff member who observed the classroom will complete the ERS report for that room.
6. The report will be proofread to identify errors. The writer of the report will correct any errors and forward the report to the Provider Support Manager.
7. The Provider Support Manager will review and finalize the report.
8. The final ERS score for center based programs is the average of the ITERS-R and ECERS-R scores.
9. The final ERS score for Family Home Child Care programs the average of all FCCERS – R scores.
10. An explanatory letter, a cover sheet summarizing the program results, an ERS Score Sheet Reports(s) for each classroom and an ERS Summary Report(s) for each classroom will be mailed to the program so as to arrive within 30 days of the date of the on site observation.

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.

By ensuring all School Readiness (SR) children who have family consent are extended developmental screenings (both screenings and assessments as mandated by Florida Statutes) to be completed by the child care Provider, the Coalition will assist in offering and coordinating early learning support services; thus, championing the enormous positive impact of early learning.

Through a collaborative effort between the provider and the parents, the child can be offered developmental screening so as to potentially detect early signs of learning challenges. With early detection, children can be appropriately assisted so as to redirect the child's progress.

Procedures:

Procedures for developmental screenings are as follows:

1. The Provider is responsible for ensuring School Readiness (SR) children receive developmental screenings.
2. The Provider is responsible for collecting parental consent form, prior to completing a child screening as requested by the Coalition.
3. The Provider is responsible for selecting the staff most familiar with the child to complete the screening.
4. The Provider will utilize the selected developmental screening tool(s) for School Readiness children age birth through five (5) years, when requested by the Coalition.

5. *The Provider is responsible to communicate with the Coalition's screening staff when unable to complete a screening due to disenrollment or extreme circumstances.*
6. *The Provider is responsible for initiating the screening process when he/she has a concern about a child's development.*
7. *The Provider will complete screening(s) on-line within seven (7) days (or otherwise predetermined timeframe) from the Coalition's request or within 30 days (or otherwise predetermined timeframe) if the child is new to the child care facility.*
8. *In the event technological difficulties prevents the submission of the requested screening on-line, it is the provider's responsibility to fax, mail or deliver the screening to the Coalition.*
9. *Missed screening deadlines will result in non-compliance procedures being implemented.*
10. *The Provider will attend meetings and/or training on child screening as requested by the Coalition.*
11. *The Coalition staff will assist Providers with training and technical assistance on the selected screening tool(s).*
12. *The Provider will be responsible for sharing and discussing screening results with parents/guardians and teachers.*
13. *The Provider will be responsible to document the implementation of intervention activities in the classroom per highlighted needs on the screening result.*
14. *The Provider will be responsible for tracking the status of referrals for further evaluation.*
15. *The Provider will hold a parent/teacher conference regarding screening results & referral and supply documentation of its occurrence as requested by the Coalition.*
16. *The Provider will keep each child's screening files up to date at the child's location of care, and maintain compliance with state and federal law or regulation concerning non-disclosure of any confidential information about a child for any purpose except upon written consent of the parent or guardian.*
17. *Provider will allow access to the Coalition's staff and community partners for the purpose of screening which may include but not limited to hearing and vision.*

Procedures for performing initial pre and post child assessments are as follows:

1. *The Provider will complete all Pre and Post child assessments using the Coalition selected and Board of Directors approved tool(s) on School Readiness (SR) funded children as requested by the Coalition within thirty (30) days or otherwise predetermined timeframe.*
2. *The Provider is responsible for collecting a parental consent form prior to completing a child assessment as requested by the Coalition*
3. *The Provider will allow access to the Coalition staff and community partners during assessment periods to monitor progress and/or provide technical assistance/training or other child assessment related functions.*
4. *Any Provider failing to return completed assessments within thirty (30) days or otherwise predetermined timeframe will fall into non-compliance status and non-compliance procedures may follow.*
5. *Repeated non-compliance status may jeopardize the Provider's SR Agreement and will be brought to the attention of the Executive Director and possible review and/or determination of status by the Board of Directors.*
6. *The Provider will attend required meeting(s) and training(s) on Child Assessment as requested by the Coalition.*
7. *The Provider is responsible for reviewing, analyzing assessment results and using the outcome for program and curriculum planning. The Coalition's staff is available for assistance as needed.*
8. *The Provider will discuss and share assessment results with parents/guardians and teachers.*
9. *The Provider will hold and document the occurrence of formal parent/teacher conferences within 30 days of the Coalition's request.*
10. *The Provider is responsible for keeping up with and confirming the status of referrals for further evaluation.*
11. *The Provider is responsible for keeping each child's assessment files up to date at the child's location of care, and maintaining compliance with state and federal law or regulation concerning non-disclosure of any confidential information about a child for any purpose except upon written consent of the parent or guardian.*

Procedures for performing ongoing pre and post child assessments are as follows:

1. *The Provider will complete a child assessment annually using the Coalition selected and Board of Directors approved tool(s) on all School Readiness (SR) funded children.*
2. *The Provider is responsible for collecting a parental consent form prior to completing a child assessment*
3. *The Provider will allow access to the Coalition staff and community partners to monitor child's files for assessment process and status or other child assessment related functions.*

4. *The Provider will share documentation of child assessments within seven (7) days of the Coalition's request or otherwise predetermined timeframe. Providers failing to do so will receive a non-compliance notification.*
5. *Any Provider failing to return completed assessments within thirty (30) days or otherwise predetermined timeframe will fall into non-compliance status and non-compliance procedures may follow.*
6. *Repeated non-compliance status may jeopardize the Provider's SR Agreement and will be brought to the attention of the Executive Director and possible review and/or determination of status by the Board of Directors.*
7. *The Provider will attend required meeting(s) and training(s) on Child Assessment as requested by the Coalition.*
8. *The Provider is responsible for requesting technical assistance (TA) on child assessment from the coalition as needed. The Coalition will systematically provide TA as needed while visiting providers. Additionally, Provider Support will be extended as the need arises.*
9. *The Provider is responsible for compiling, reviewing, analyzing assessment results and using the outcome for program and curriculum planning. The Coalition's staff is available for assistance as needed.*
10. *The Provider will discuss and share assessment results with parents/guardians and teachers via parent/teacher conferences.*
11. *The Provider will supply documentation of parent/teacher conferences within seven (7) days of the Coalition's request.*
12. *The Provider will discuss with the parent and notify the Coalition, when the results of the child assessment indicate a need for referral for further evaluation.*
13. *The Provider is responsible for keeping up with and confirming the status of referrals for further evaluation.*
14. *The Provider is responsible for keeping each child's assessment files up to date at the child's location of care, and maintaining compliance with state and federal law or regulation concerning non-disclosure of any confidential information about a child for any purpose except upon written consent of the parent or guardian.*

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.

See procedures in #10.

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.

By ensuring all School Readiness (SR) funded 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 environment, the Coalition will assist in providing and coordinating early learning support services and championing the enormous positive impact of early learning.

Through a collaborative effort between the provider, the parents and the Coalition, all School Readiness (SR) children who have family consent and are identified with special needs are to be provided or referred to the needed therapeutic services in the children's natural environment.

Procedures:

Procedures for ensuring that Special Needs children are provided or referred:

1. *The Coalition will alert Providers of the state statutes and other requirements set forth in the Provider Agreement. The Coalition will also offer training and technical assistance to support Providers in attaining and maintaining compliance with the Provider Agreement inclusive of references statutes and laws and those later implemented during the contractual period.*
2. *The Coalition and Providers will work in conjunction with one another to ensure that Providers caring for children with special needs as defined by the Coalition's adaption of a definition being pursued by AWI, based on CCDF parameters will, contingent on family consent, make certain that children are referred, receiving therapeutic/special services or needs are met at the child care program and being followed by medical professionals.*

3. *Providers caring for children with special needs will operate under an open door policy to allow for therapeutic services to be delivered in the child's natural classroom environment, provided parental choice and the availability of such services.*
 - *Service delivery in the child's natural environment is contingent on community agencies' procedures which are out of the Coalition's jurisdiction.*
4. *Providers will track on site therapeutic services via a sign-in and out document.*
5. *The Provider is responsible for keeping up with and confirming the status of referrals for further evaluation.*
6. *The Provider is responsible for keeping up with and assisting in the implementation of the child's Individual Educational Plan (IEP) or Individual Family Service Plan (IFSP).*
7. *The Provider will track the implementation of the IEP or IFSP on a designated document.*
8. *The Provider will submit any documentation pertaining to the child, contingent on the Coalition's parent consent form, to include but not limited to IEP and IFSP, within seven (7) days of the Coalition's request.*
9. *The Provider is responsible for keeping each child's IEP and IFSP files up to date at the child's location of care, and maintaining compliance with state and federal law or regulation concerning non-disclosure of any confidential information about a child for any purpose except upon written consent of the parent or guardian.*

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.

It is mandated that all parents or guardians of School Readiness (SR) children are afforded unlimited access to their children in School Readiness (SR) programs and that parents are 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.

By ensuring this task, the Coalition and Provider will team to assist in facilitating and enhancing quality early learning; providing and coordinating early learning support services; and championing the enormous positive impact of early learning.

Procedures:

1. *The Provider is to allow parents/guardians to enter the program during any and all operating hours in which the child is permitted to attend.*
2. *The Provider, by signing the Statewide School Readiness Provider Agreement, acknowledges their responsibility in allowing unlimited access to parents of children enrolled in school readiness programs.*

14. Ensure SR Staff meet 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.

Ensuring all Providers who offer child care to families receiving School Readiness (SR) funding will participate in the Florida Professional Development registry will benefit our community by enhancing quality early learning services, thus championing the enormous positive impact of early learning.

Through a collaborative effort between the coalition and providers, education, training, technical assistance and networking can assist providers in the implementation of high quality child care where best practices are evident. Participating in the registry will assist in the enhancement of services.

Procedures:

Procedures for ensuring professional development requirements are met:

1. *The Coalition will post information about required training on its website: www.elcfv.org.*
2. *Coalition staff will review the licensure status of SR programs on a monthly basis.*
3. *Coalition staff will request weekly updates from DCF to monitor provider compliance with training requirements.*

4. *When training requirements are not met and corrective action is required by DCF, Coalition staff will monitor status of the corrective action to ensure compliance with training requirements.*

Procedures for ensuring participation in the professional development registry:

1. *The Coalition will post information about the Florida Steps to Success Professional Development Registry on its website: www.elcfv.org.*
2. *A Coalition Registry Advisor will offer information to SR providers about how SR staff can join the registry.*
3. *A Coalition Registry Advisor will monitor the registry as access is granted to ensure that all SR program staff members participate as the registry allows.*

III. PROGRAM ELIGIBILITY AND ADMINISTRATION

It is the policy of the Coalition to ensure contracted providers meet all program eligibility and administration requirements as outlined in the Statewide School Readiness Provider Agreement.

15. Meet and maintain state and local (if applicable) health and safety requirements in accordance with federal, state, and local requirements, statutes, and rules.(Section 411.01(5)(c)2.f., Florida Statutes). The Provider must comply with all pertinent state and local health and safety requirements, including 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.

Reference: Health & Safety Screening Document for Informal Providers

Guaranteeing all School Readiness (SR) Providers meet and maintain state and local health and safety requirements in accordance with federal, state and local requirements, statues and rules benefits our community by ensuring a safe, early learning environment for children birth to five.

Based on a position statement offered by the National Association for the Education of Young Children (NAEYC), the leader in best practice in child development, high quality child care offers a program of implementing developmentally appropriate best practices where children can grow their knowledge, skills, abilities and understandings of the world and learning within and across domains (physical, social emotional, cognitive) and the disciplines (including language, literacy, mathematics, social studies, science, art, music, physical education and health).

Procedures for Licensed, Licensed Exempt providers

1. *The Coalition will monitor licensure status of licensed providers to ensure compliance with state and local health and safety requirements.*
2. *The Coalition will observe SR programs using the appropriate Environment Rating Scales tools to assess and offer feedback for improving health and safety of children in SR programs.*
3. *The Coalition will offer Technical Assistance (TA) to providers to increase the health and safety of the program environment.*

Procedures for Registered, Informal and After Hours (Overnight) Care only providers

1. *The Coalition will screen License Exempt, Unlicensed, Informal and After Hours Care Only providers using the Health and Safety Screening Check List.*
2. *The screening will be scheduled after the program has signed an agreement to provide SR services.*
3. *If the facility is a center, all rooms will be screened. For the final percentage, the score of all screened rooms will be averaged. If the program is a home, the one home unit will be screened*
4. *The score is shared with the provider immediately after completion of the screening.*
5. *The provider must score at least 75% (15 “yes” answers) to participate in the SR program.*
6. *If the provider scores below 75%, the provider may participate in the SR program for 60 days while receiving Technical Assistance (TA) to improve the health and safety of the program environment. Improvements must be made so that the program scores at least 75% no later than 60 days after the original screening.*
7. *If the program does not meet the minimum score, the SR agreement will be terminated and families will be notified that the program is no longer participating in the SR program.*

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 two (2) business days. Permanent business closings must be reported at least 30 days prior to changes. Temporary emergency closings must be reported immediately.

The Coalition maintains compliance with the 2010 CCR&R Requirements. Ensuring that all early learning and/or school age providers have accurate business information listed in the CCR&R network will benefit children and families by allowing parents to have the most up to date information for an informed decision amongst the choices of providers for their child's care as well as aiding the provider to market their program to the fullest extent.

Procedures:

- 1. The Coalition will contact all providers listed in the CCR&R network via email, mail or phone at least annually to verify information so that accurate information is posted in the CCR&R network.*
- 2. The Coalition will attempt to contact providers twice verbally and three times in writing to verify and/or update information.*
- 3. Providers are responsible for responding to the Coalition requests for up to date business and contact information.*
- 4. If Providers do not respond to verbal or written contacts from the Coalition, the Coalition may place a provider on a Do Not Refer status in the network which will prevent families in need of child care from being referred to the provider.*
- 5. Providers are required to report any changes in contact or program information to the Coalition designated staff within 2 business days of the change occurring.*
- 6. Providers are required to report permanent business closings to the Coalition's CRR Provider designated staff within 30 days prior to changes, and temporary (emergency) closings must be reported immediately by the Provider.*

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.

Maintaining strong, positive and regular communications with Providers will allow our community to meet and maintain state and local health and safety requirements in accordance with federal, state and local requirements, statues and rules benefits our community by assuring a safe, early learning environment for children birth to five. It is a required practice to maintain a landline (or corded) telephone, working email address and physical mailing address so that communications between parents and providers, the coalition and providers and parents and the coalition flow effortlessly.

Procedures for landline:

- 1. The Coalition will reference School Readiness (SR) provider's School Readiness (SR) agreement and/or CCR&R update form to gather landline phone numbers.*
- 2. The Provider is required to return phone calls to the Coalition within 3 business days of the call being placed.*
- 3. The Coalition will follow up within 3 business days on any phone calls that have been made to the provider but not returned.*
- 4. If the Provider cannot be reached within 3 business days via the landline number on file, the Coalition will notify the Provider in writing. The Provider must respond and offer a working landline number on the day the letter is received.*
- 5. As a working landline is required per FAC Child Care Standards Chapter 65C-22.002 7b. , the Department of Children & Families (DCF) will be notified of the situation.*
- 6. The Coalition may terminate a Provider's SR agreement if the provider does not supply a working landline number as outlined in 1 - 4*

Procedures for Email

- 1. The Coalition will reference SR Providers SR agreement and/or CCR&R update form to gather an accurate email account appropriate for exchanging email communication with the Coalition.*
- 2. The Coalition will send at least one email each week using the "Read Receipt" function to verify that provider has monitored the email account.*
- 3. If there is no read receipt from the provider during any given week, the Coalition will notify the provider in writing. The provider must respond with a working email account within 7 days of receiving notification.*
- 4. The Coalition may terminate a provider's SR agreement if a working email account is not supplied as outlined in 1 – 3.*

18. Maintain access to a working email address. The Provider is required to provide and monitor on a weekly basis a working email address for sending and receiving communications from the Coalition.

See procedures in #17.

19. Maintain record. (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.

By ensuring that Providers retain their records for at least 5 years and allow Coalition staff and/or representatives access to School Readiness (SR) records upon request and in the event that the provider's business closes, they will be transitioned to the Coalition (or transferred to new provider location) the Coalition can allow our community to meet and maintain state and local health and safety requirements in accordance with federal, state and local requirements, statues and rules benefits our community by assuring a safe, early learning environment for children birth to five.

Internal regulations/external recommendations:

- No public record may be mutilated, destroyed, sold, recycled, loaned or otherwise disposed of without the approval of the Board of Directors of the Early Learning Coalition of Flagler & Volusia.*
- Confidential Records will be maintained in accordance with the following:*
- Records will be maintained in a securely maintained filing system.*
- Only persons having a need to consult or handle records will be authorized to access records.*
- Officials will be allowed access to records as provided for in law, rule or official policy and information contained in records will be disclosed to properly authorized officials as provided for in the law.*
- Records will be released to unauthorized or unofficial parties only under a court issued subpoena or lawful order as part of a court proceeding or as part of an investigation; or at the request of, and on the express written consent of, the participant/applicant, notwithstanding provisions of Chapter 119, Florida Statutes.*

Procedures:

- 1. All child files shall be maintained by the Records Specialist assigned to the file room and who shall be responsible for:*
 - Review and submit records disposition request to the Family Support Manager, and act on requests when approved.*
 - Coordinate the disposition of records in accordance with approved records retention schedules and approved records disposition requests.*
 - Arrange for the placement and retrieval of records from off site records management storage facility(ies).*
- 2. The Records Specialist will be responsible for the disposal of records considered eligible for disposal after 5 years of expiration and will ensure that the following Coalition standards of disposal are strictly adhered to:*
 - Public records will be disposed of by shredding, recycling or using a landfill. The file clerk must ensure that a reputable, bonded recycling company is used if that method is chosen.*
 - Public records which contain confidential information or contain client-specific identifying information must be disposed of by shredding and safeguards must be taken to maintain confidentiality.*
 - After records have been disposed of, the original, approved records disposition request must be maintained as a permanent record for audit and monitoring purposes.*

3. *Lost records or Records Destroyed without Approval:*
 - *In the event public records are missing due to being inadvertently destroyed, deliberately destroyed by disaster (flood, hurricane, fire etc.) or lost (cannot be found after diligent search) the file clerk must notify the Family Services Manager who will then notify the Executive Director of the Coalition providing and explanation of the circumstances which resulted in the records no longer being available for public inspection.*
4. *Technical assistance will be available to Providers desiring support of this process is available upon request.*
5. *Providers not maintaining compliance with the above mentioned recommendations may jeopardize the status of their School Readiness (SR) agreement.*

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 Agreement 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.

The Coalition will ensure all School Readiness (SR) Providers will allow for on site inspections (during the standard operating business hours of Monday-Friday 8AM-5PM), a process that supports the certainty of a safe, early learning environment for children birth to five.

Based on a position statement offered by the National Association for the Education of Young Children (NAEYC), the leader in best practice in child development, high quality child care offers a program of implementing developmentally appropriate best practices where children can grow their knowledge, skills, abilities and understandings of the world and learning within and across domains (physical, social emotional, cognitive) and the disciplines (including language, literacy, mathematics, social studies, science, art, music, physical education and health).

The Coalition will conduct periodic on site observations of child care programs for various monitoring efforts.

Procedures:

1. *The Coalition may visit School Readiness (SR) programs for purposes including but not limited to attendance monitoring, program assessment/observation, hearing/vision screening and/or the like.*
2. *If Coalition staff is denied access to a School Readiness program for any reason, a visit attempt form will be left with staff members that are on site at the time of the visit. If no staff members are on site, the form will be affixed to the main entrance of the program.*
3. *The provider must respond to the form by calling the Coalition Provider Support Manager no more than 3 business days from the time/date of the visit attempt.*
4. *If the provider does not respond to the form, the Coalition will attempt to contact the provider via landline telephone and email.*
5. *The Coalition may withhold and /or recoup reimbursement for days when providers do not respond to visit attempts.*
6. *The Coalition may terminate for cause its SR agreement with any provider who denies access to Coalition staff.*

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 is also to be informed of the matter within one (1) hour of reporting to the Child Abuse Registry.

To guarantee that all Providers acknowledge their responsibility of ensuring their staff is knowledgeable and follow guidelines relative to child abuse and neglect reporting, it is the function of the Coalition to offer support to child care providers in knowing and adhering to not only best practices in child development programs but also following state statutes.

According to state child protective agencies, more than 1 million children are victims of child abuse and neglect each year. Many victims do not receive help because their situations are not reported. These abused and neglected children span all religions, races, socio-economic backgrounds, and ages.

Mistreatment of neglected children includes actions that could result in imminent risk of serious harm, serious physical or emotional harm, possible death, sexual abuse or exploitation of a child under age 18 by a parent or caretaker.

The Coalition continues to set forth practices that address elements of our mission statement, ensure “a safe, early learning environment for children birth to five,” and in enhancing quality early learning, maintain compliance with Florida Statute Section 39.201.

Procedures:

1. *The Coalition will support Provider staff training to make sure that their staff is knowledgeable and follow guidelines relative to child abuse and neglect reporting related to Florida Statute Section 39.201.*
 - *Providers will train their employees regarding Statute Section 39.201.*
 - *Signed Child Abuse and Neglect Mandated Reporter Forms will be present in each staff file*
 - *Note: Forms are available online at: <http://www.dcf.state.fl.us/programs/childcare/forms.shtml>. and on the ELCFV public G at: Mandated reporter form.PDF*
2. *If at any time a caregiver suspects that child abuse, neglect, or any other event has occurred reportable under Section 39.201, Florida Statutes, the employee is required to immediately report the known or suspected abuse or neglect in the follow manner and order:*
 - *Personnel at the department's central abuse hotline shall determine if the report received meets the statutory definition of child abuse, abandonment, or neglect.*
 - *Report to the Abuse Hotline in the following ways:*
 - *via statewide toll-free telephone number: 1-800-96-ABUSE*
 - *Telecommunications Device for the Deaf (TDD): 1-800-453-5145*
 - *via fax: 1-800-914-004*
 - *via web-based report format: <http://www.dcf.state.fl.us/programs/abuse/report.shtml>*

Note: These two reporting systems are provided for your convenience to report non emergency concerns of abuse and/or neglect. An emergency situation occurs when a child or elderly/disabled person appears to face immediate risk of abuse/neglect that is likely to result in death or serious harm (without intervention). If your concerns meet the definition of an emergency situation: FIRST, call 911, SECOND contact the Florida Abuse Hotline at 1-800-962-2873. DO NOT fax or submit a web report.
3. *If unsure, follow the reporting guidelines and allow the staff member at the central abuse hotline make the determination.*

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 event 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.

Reference: Incident Report Form

It is a goal of the Coalition is to make certain that all Providers acknowledge their responsibility for ensuring their staff is knowledgeable and follow guidelines relative to reporting unusual incidents within 1 hour of learning of the incident and to submit a written report to the Coalition within 3 business days.

An unusual incident is defined as: 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 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.

Procedures:

- 1. The Provider verbally reports any unusual incident to the R&R Coordinator of the Coalition within one (1) hour of the occurrence or of learning of the incident.*
- 2. The Provider must follow with a written report of the incident. This must be received by the Coalition's R&R Coordinator within (3) business days of the occurrence.*
- 3. Providers will complete an incident report (referenced form) to be given to the parent or legal guardian on the same day as the incident occurred.*
- 4. In order to maintain compliance with Section 39.201 of the Florida Statute, it is the practice of the Coalition to ensure that all Providers acknowledge their responsibility for ensuring that their staff is knowledgeable and follow guidelines relative to child abuse and neglect reporting.*
- 5. Providers found to be in non-compliance of this practice will follow the Coalition's non-compliance policy & procedure and may jeopardize their program's contractual status.*

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, [386-238-4900](tel:386-238-4900).

It is the practice of the Coalition to reimburse providers for a maximum of 3 absences per month, per child.

To ensure that all providers do their part to ensure the safety and well being of children under Protective Services, the Coalition will ensure that Providers report child absences. It is the application that the Coalition will offer support to Providers in knowing and adhering to not only best practices in child development programs but also following state statutes.

Procedures:

- 1. Providers will document absences on the Enrollment/Attendance Certification sheet as "E" for the first 3 absence's and "A" as any absence beyond three days.*
- 2. Providers may request reimbursement of additional "banked" absence by submitting a Provider Request for Reimbursement of Banked Absences form with the attendance sheet. The child must have accumulated the accurate number of absences being requested in the same fiscal year. The Finance Department will either approve or deny the request and the Provider will be sent notification with their monthly payment packet.*
- 3. Absences beyond three days that are not payable will be put in as exceptions to the total payment by means of an "N" in the exception screen during the reimbursement process.*
- 4. Absences cannot be claimed for days that Provider is not open and care is available to parents.*
- 5. Absences cannot be claimed for days of care the child is not authorized for care.*
- 6. 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 School Readiness (SR) funded child.*
- 7. Providers must adhere to reporting requirements of the Rilya Wilson Act (F.S. 39.604) which includes:*
 - A Rilya Wilson child as 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 notify the local designated staff of the Department of Children and Families (DCF) or community-based lead agency of any unexcused absence by the end of the business day following the unexcused absence or seventh consecutive excused absence.*
 - Community Partnership for Children is this Coalition's lead agency. Their phone number is 386-238-4900.*

IV. CHILD ELIGIBILITY AND ENROLLMENT

It is the policy of the Coalition to ensure contracted providers meet all child eligibility and enrollment requirements as outlined in the Statewide School Readiness Provider Agreement.

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. It is the policy of the Coalition that enrollment/attendance rosters must be submitted no later than end of day on the second business day of the month for services provided the previous month.

As funding allows, the Coalition will compensate providers for services rendered and documented. In practice, the Coalition requires that enrollment/attendance rosters must be submitted no later than close of business on the second business day of the month for services provided the previous month.

Procedures:

- 1. Federal and state funding is the primary source of support for the early childhood programs. Agreements may be terminated due to lack of funding with 24-hour notice.*
- 2. Providers must only enroll children for programs only with written authorization from the Coalition. The Provider must have enrollment authorization, as outlined in Coalition's policies, prior to being eligible for reimbursement. 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. Providers will submit, either by mail fax or in person, a completed and signed enrollment/attendance roster, and any banked absence request forms (School Readiness only) on or before close of business on the second business day of the month for services provided the previous month.*
- 3. Enrollment/attendance rosters received after the 2nd business day may not be processed for payment until the following billing cycle unless the Provider has contacted Reimbursement staff prior to the cut-off date and been approved for claimed hardship in submitting the attendance form on time.*
- 4. Late attendance sheets may be processed as a onetime courtesy per Provider, if time permits, and the Provider has not already submitted and received payment for a late attendance sheet during the current fiscal year. Providers will be informed of this process occurs by letter, with their payment.*
- 5. Enrollment/attendance rosters received over 60 days after the month may not be processed and the Provider may forfeit all earnings for that month.*
- 6. Phone calls will not be made to remind Providers that their enrollment/attendance rosters have not been received. The responsibility of confirmation is placed upon the Provider.*
- 7. Duplicate rosters will only be provided if the Provider contacts the Coalition's Reimbursement staff before the 25th of the month that original rosters were not received.*
- 8. Notification of a non receipt of an enrollment/attendance roster after 25th day of the month will result in the Provider not receiving duplicate rosters until the following month and consequently not being paid until the following month.*
- 9. The Coalition's Reimbursement staff will verify that all days claimed for payment by the Provider are accurate and eligible for payment for all enrollment/attendance rosters received by the due date/time.*
- 10. Payment for faxed copies will not be made until the original is received by the Reimbursement staff.*
- 11. The Provider agrees to review the reimbursement summary provided with the monthly reimbursement statement. The Provider agrees to immediately report to Reimbursement staff any discrepancy, overpayment, or underpayment by phone or in writing within 60 days of receiving the final reimbursement summary.*
- 12. The Reimbursement or Eligibility staff will complete an adjustment form detailing the error after verifying that error did occur to either reimburse the provider or recoup the funds.*
- 13. Using the adjustment form as documentation, the Reimbursement staff will enter the adjustment in the EFS software system for billing and payment to occur. Adjustments will be cross referenced by each specialist for each other.*

14. *If the provider does not notify the Reimbursement staff of any errors within 60 calendar days of receipt of the final reimbursement report, the payment will be determined correct and no adjustments will be completed.*
15. *The Reimbursement Coordinator will finish the reimbursement roll up process and will import the payment transmittal into MIP. The Fiscal Analyst will prepare the payment batch for approval by the Finance Manager or designee*
16. *The Fiscal Analyst processes the approved School Readiness and VPK payments for release on the 25th of each month.*
17. *Providers are required to establish a method of direct deposit in order to receive payment from the Coalition. Note that certain funding sources (Teen Parent, Workforce Development, Housing Authority, etc) are paid to Providers upon receipt of funds by the Coalition.*
18. *Paper checks will be printed for all providers who do not have valid direct deposit information on file through June 30, 2012.*
19. *The information in the Enrollment/Attendance Form Submission process is confidential and all representatives of the agency involved will adhere to the Coalition's policy on Client/Provider confidentiality. All records are subject to review by the applicable Early Learning Coalition of Flagler and Volusia County, and the Office of Early Learning for School Readiness; therefore, it is necessary to keep all records for a period of not less than 5 years.*
20. *Engaging in intentional misrepresentation of enrollment or attendance forms for funds related to SR programs will result in the permanent disengagement of services of a provider.*

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.

See procedures in #24

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.

See procedures in #24

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.

The Coalition requires that child care providers submit a Child Termination Notification form every Friday listing all children that terminated from their program that week. Non-compliance of this policy may place a provider's School Readiness status in jeopardy.

Procedures:

1. *Upon receipt of the Child Termination Notification form from the provider, the Family Support Services Department will review the Enhanced Field System (EFS) and send a 10 day termination to the family if deemed necessary.*
2. *Child Termination Notification forms will be given to the Reimbursement Coordinator in order to be filed in the provider's file.*

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.

The Coalition will ensure protection of the confidentiality of child and family information. The Coalition will assist providers in making certain that the confidentiality of child and family information is protected.

Procedures:

- 1. The Coalition will verify that all staff members in School Readiness (SR) programs have completed and signed confidentiality agreements by having providers sign an acknowledgment of this on the addendum to the Statewide Provider Agreement.*
- 2. The Coalition will ensure the privacy of child and family information. The Coalition's employment policy supports appropriate training and hiring practices surrounding this issue.*
- 3. Technical assistance will be offered to providers by request.*

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, disability, or religion.

Because practicing acceptance of all people is good for children and families, the Coalition will aid child care programs in understanding and adhering to best child development practices and business strategies to positively impact children's learning environments and overall learning experiences. It is the practice that the Coalition assures that providers comply with nondiscrimination policies (45 Code of Federal Regulations 98.46). Specifically, contracted providers 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, disability, or religion per nondiscrimination policies included in the 45 Code of Federal Regulations 98.46.

The Coalition will provide child care programs with information, training, modeling and technical assistance pertaining to various components of their child care programs to ensure high quality on a consistent basis and continuity of care for children.

Procedures:

- 1. In the event a provider is suspected of violating the non-discriminatory policy, a complaint will be filed with the Coalition's Resource and Referral department.*
- 2. Should a claim against a provider be found legitimate, the provider's School Readiness contract may be in jeopardy of termination. The Coalition also reserves the right to recoup reimbursement payments for the child for the day, or days, the provider violated the non-discriminatory policy.*
- 3. 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, disability, or religion.*
- 4. Technical assistance will be available to providers upon request.*
- 5. Also see procedure in #21.*

V. COMPENSATION AND FUNDING

It is the policy of the Coalition to ensure that contracted providers meet all compensation and funding requirements as outlined in the Statewide School Readiness Provider Agreement.

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.

See procedures in #25

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.

See procedures in #25

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.

As funding allows, the Coalition will compensate providers for services rendered and documented. The approved maximum rate will not exceed the statewide market rate for Flagler and Volusia Counties. 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.

Procedures:

- 1. The Provider Contracts Coordinator will inform the Reimbursement Coordinator when a provider has entered into a new or existing School Readiness Contract with the Coalition.*
- 2. The Reimbursement Coordinator will activate newly contracted providers for payment by entering the contract date into the CCMS activity field in EFS.*
- 3. The Provider Contracts Coordinator will inform the Reimbursement Coordinator of established and/or changed rates for all providers serving School Readiness children by the R&R routing slip.*
- 4. The Reimbursement Coordinator will enter the appropriate rates in the Child Care Management System for reimbursement.*
- 5. School Readiness maximum rates for wraparound care shall be determined by subtracting the number of VPK hours per day from the maximum hours listed for the unit of care for that particular rate and then multiplying that rate by the remaining hours of care after the VPK program ends.*
- 6. If the providers established rates are less than the Coalition's maximum rate, the lesser rate will be entered into the CCMS and paid to the provider.*
- 7. 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 2nd business day each month.

See procedures in #25

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.

As funding allows, the Coalition will compensate providers for services rendered and documented. In practice, the Coalition will report suspected cases of fraud. Whether fraudulent, result of error and/or overpayment, the Coalition will seek recoupment of payment.

Procedures:

- 1. The Eligibility Specialist is to be aware of indicators of possible fraudulent activities. Such indicators include, but are not limited to:*
 - Inconsistent statements*
 - Documents with errors*
 - Inconsistent documents from one re-determination to the next*
 - Hidden information in areas of documents where information should exist*
 - Consistent handwriting on documents from others*
 - Missing information on documents like pay stubs or whiteout*
 - Missing documents*

- Denied access to information
 - Unusual discrepancies
 - Unavailability of other than photocopied documents
 - Inconsistent, vague or implausible responses
2. If an eligibility specialist suspects a parent or provider is deliberately giving false, misleading or incorrect information, failing to disclose significant information that would directly affect their eligibility for benefits or reimbursement, or falsifying or submitting false documentation, collaborating with other clients or providers, or taking any other actions specifically for purposes of receiving benefits, the eligibility specialist must promptly report their concerns and observations to their supervisor.
 3. Before submission of suspected fraud to the Fraud Prevention Unit of AWI, the following steps should take place and be documented before the referral is sent. This process is now automated; the Coalition has one person authorized to make the referral, the supervisor will ask that person to make the report. If changes has occurred and you are unsure who that person is please contact AWI for assistance.
 - Determine the amount of lost benefits.
 - Determine the months the lost benefits occurred.
 - Determine if the allegation resulted from falsified forms and/or misrepresentation of household/attendance circumstances.
 - Determine if allegation is supported:
 - Contact should be made with the individual who could support or dispute an allegation. (For example-information is obtained that a parent stated they were working for an employer and it was later determined they were not employed there).
 - Contact with the employer should be made and where possible written documentation obtained showing when and if the employee worked there and for how long.
 - A face to face contact should be scheduled with the subject of the complaint to discuss the situation and obtain evidence to support or dispute allegations. Coalitions or designees may believe they know what has occurred and a fraud referral is made, however discussion with the parent or provider may reveal important information.
 - A face to face contact provides the parent or provider an opportunity to present evidence that may dispute the allegations and resolve the issues.
 4. Prior to taking any action against a parent or provider, the Coalition or designee will need to ensure there are sufficient grounds to warrant such action.
 5. If, after a thorough investigation, a Provider is found by a court of competent jurisdiction to have fraudulently misrepresented enrollment or attendance records, the provider will be permanently removed and prohibited from providing School Readiness services to children. (Rule 60BB-4.503, FAC.)
- *Please note: both parents and/or providers have the right to appeal the decision made by the coalition.*

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.

Reference Form: RSFM00002

As funding allows, the Coalition will compensate providers for services rendered and documented. It is the practice for providers to be reimbursed for up to twelve holidays each contract year. Holidays must be legal holidays observed by local, county and city governments and/or school boards. Holidays cannot be used for other closures such as birthdays, anniversaries, vacations, sick days, etc.

Procedures:

1. *The Coalition staff will provide holiday schedules to all providers 60 days before the beginning of each contract year or upon signing the provider contract.*
2. *Providers must indicate up to twelve holiday closures from pre-designated holidays listed on the holiday schedule.*

3. *Providers must return the completed and signed holiday schedule to Reimbursement staff by July 1st in order to receive reimbursement for holiday closures.*
4. *Any changes to the holiday schedule must be submitted to Reimbursement staff in writing by the provider.*
5. *Holiday closures exceeding twelve days will not be reimbursed.*
6. *Reimbursement for these holiday/closing dates will only be received for qualified children. If a parent requires care during the time a provider is closed for a holiday the parent can request a temporary transfer and the provider who provides the care for the child(ren) will be reimbursed instead.*

36. Maintain a Continuity of Operations 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.

The Coalition will ensure all School Readiness (SR) Providers meet and maintain state and local health and safety requirements in accordance with federal, state and local requirements, statues and rules benefits our community by assuring a safe, early learning environment for children birth to five. Thus, the Coalition will ensure that each SR Provider maintains a Continuity of Operations Plan (COOP) identifying the steps to be taken in the event of an emergency or natural disaster.

Procedures:

1. *The representative of the provider responsible for administration of the program will ascertain that a COOP plan is in place by indicating this is implemented by signature on the provider agreement.*
2. *The Coalition may request that the provider submit their COOP plan for review. Failure to respond within 7 days of the request is considered non-compliance with the School Readiness Agreement and may result in termination of the agreement.*
3. *The Coalition will provide compensation for closures due to natural declared disasters as recognized by the Office of Early Learning.*

VI. NON-COMPLIANCE AND TERMINATION

It is the policy of the Coalition to ensure that contracted providers meet all non-compliance and termination requirements as outlined in the Statewide School Readiness Provider Agreement.

37. Allow inspections for compliance. The Provider is required to allow access and cooperate with the Coalition or its representatives and the 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.

See procedures in #20

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

It is the policy of the Coalition that the Providers comply with the terms of the Statewide Provider Agreement.

Procedures:

1. *The Provider agrees that the Coalition may require corrective action, withhold funds, or terminate the Statewide Provider Agreement for up to a period of one year if the Provider fails to comply with the requirements of federal, state, and local laws, federal regulations, Agency rules, regulations and policies, or the Statewide Provider Agreement.*

2. *If Provider refuses delivery of the notification (by any method), the Coalition shall document it and may terminate the Statewide Provider Agreement. Actions taken under this paragraph are subject to dispute resolution as described in the Statewide Provider Agreement. See Section VII.*
3. *Each area of compliance offers its own unique processes. Ultimately, this contract could be considered in jeopardy should any element fall out of compliance.*

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 Agreement may be terminated due to lack of funding with 24-hour notice.

See procedures in #25.

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

Reference: Provider Transfer Policy # ESPP00013-072010; School Readiness Termination Policy # ESPP00026; Discontinuation of Contract Form

The Coalition will aid child care programs in understanding and adhering to best child development practices and business strategies to positively impact children's learning environments and overall learning experiences. The Coalition will provide child care programs with information, training, modeling and technical assistance pertaining to various components of their child care programs to ensure high quality on a consistent basis and continuity of care for children. However, when businesses must close or a mutual termination is mutually agreed upon, alternative arrangements must be made.

Procedures:

1. *If Provider and Coalition mutually agree to terminate the Statewide Provider Agreement, a written notice of termination must be submitted to the designated Contracts Coordinator at least 30 calendar days before the requested termination date.*
 - *A Provider can submit a written notice of termination in any format provided the notice clearly indicates when School Readiness services will end.*
 - *If a provider verbally expresses interest in terminating their Statewide Provider Agreement, the Contracts Coordinator will request the provider submit a Provider Discontinuation of Contract Form. When the Contracts Coordinator receives the completed form, a Discontinuation of Contract Verification letter is sent to the provider via certified mail.*
2. *The Contracts Coordinator will notify department managers via email of the terminated contract including service end dates.*
3. *The Contracts Coordinator will remove all indications of School Readiness involvement in EFS and history notes will be added.*
4. *The Contracts Coordinator will place termination documentation in the Provider's School Readiness file and move the file from the active file system to the inactive file system.*
5. *In an effort to avoid interruption of services for children served under the Statewide Provider Agreement, the Coalition must provide the families of affected children with alternative child care arrangements. The Family Services Manager will execute the following procedures:*
 - *Upon receipt of the termination notice from the Contracts Coordinator and at least 30 calendar days before the termination date, the Family Services Manager will notify families of affected children.*

41. Comply with Coalition decisions to terminate. The Provider understands that the Coalition has the right to terminate the Agreement 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 Agreement 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 30 days notice.

The Coalition to reserve the right to terminate the School Readiness Agreement between itself and a program for cause and to give parents the option to immediately transfer their child(ren) to another contracted provider in order to retain their school readiness funding.

Procedures:

- 1. Executive Director is notified verbally or in writing of circumstances that may cause the Coalition to terminate the agreement. Circumstances that may cause termination include:
 - *Failure to comply with the terms of the agreement of policies, laws, rules, or regulations references therein or the violation of any laws, rules or regulations regarding SR promulgated by the State of Florida*
 - *Acts of Fraud or other misconduct that threaten the integrity of the SR Program or the Coalition*
 - *Any other issue that the Coalition deems inconsistent with Coalition policies.**
- 2. The Executive Director will review the notification, request additional information from appropriate sources and take action on behalf of the Coalition. Action taken by the Coalition may include but is not limited to one of the following:
 - *Maintain contract status and monitor circumstance until it is resolved.*
 - *Present information about the circumstance to the Coalition's Executive Committee and confer with them to decide whether or not the action or inaction warrants termination of the program's SR agreement. When it is decided that termination is not warranted, no further action is taken.**
- 3. When a decision to terminate the program's SR contract is made, the Provider will be notified by the Provider Support Manager or the Executive Director via telephone and in writing via certified US mail within 24 hours of the decision being made.*
- 4. Parents will be notified within 24 hours of the decision by the Coalition's Family Services staff via telephone and in writing via first class US mail.*
- 5. The program's School Readiness Agreement will be terminated and School Readiness funding to the program will end 30 days after a decision is rendered by the Coalition's Executive Board.*
- 6. The action or inaction by the program and action taken by the Coalition will be placed on the consent agenda at the next regularly scheduled meeting of the Coalition Board of Directors.*
- 7. The provider may appeal the decision regarding termination of the SR Agreement.*
- 8. The provider will be eligible to enter into a School Readiness Agreement no sooner than one calendar year after termination of an existing contract as a result of enforcement of this policy.*

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

The Coalition will team with DCF in upholding Florida Statutes and Legally Operating Business Standards. To this end, Providers must maintain a child care license and operate legally in order to maintain their School Readiness (SR) Provider Agreement.

Procedures:

- 1. The Coalition may immediately terminate this Agreement upon revocation/suspension/termination/non-renewal of Provider's licensure or accreditation or under Provider's ability to legally operate, as applicable.*
- 2. The Coalition will provide written notification of Statewide Provider Agreement termination to Provider upon receiving knowledge of revocation/suspension/termination of Provider's licensure or accreditation.*

43. Failure to comply with the terms of the Agreement. If a Coalition terminates the Provider's Agreement 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.

See procedures in #38.

44. Intentional misrepresentation. 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.

As funding allows, the Coalition will compensate providers for services rendered and documented. Should the attendance records demonstrate misrepresentation upon monitoring, the following procedures will be implemented.

Procedures:

- 1. Coalition staff will randomly select providers to be monitored both Volusia and Flagler counties. The providers selected will include licensed centers, licensed exempt centers, licensed family child care homes, registered family child care homes and informal providers.*
- 2. Coalition staff member will prepare a monitoring packet on each provider to be monitored. The packet will contain*
 - a copy of the Enrollment/Attendance Certification,*
 - Final Provider Reimbursement Report for each month to be monitored, the Post Attendance Monitoring form*
 - The Request for Technical Assistance Form*
 - The SR Post Attendance/VPK Monitoring Visit Attempt form.*
- 3. A Coalition Provider Support staff member will travel to the program and perform an onsite monitoring to verify that days children are marked present are the same as days the parent/guardian signed the child in and out.*
- 4. This verification will be done for 100% of the children that the provider received reimbursement for in the month selected (one of the three immediate preceding months).*
- 5. Providers must allow the Coalition monitoring staff access to attendance records for the purpose of attendance monitoring.*
- 6. The Coalition staff member will document observations/discrepancies and have the provider sign the Post Attendance Monitoring form.*
- 7. The Coalition staff member will return the completed paperwork to the Reimbursement Department for final review.*
- 8. If the error rate is less than 5% monitoring is considered complete.*
- 9. If the error rate is greater than 5% an additional monitoring will be completed within the next three months by a Coalition staff member.*
- 10. If the second monitoring results in a greater than 5% error rate, the provider will be monitored monthly until a less than 5% error rate is archived.*
- 11. A recoupment of funds will be made for all providers unable to produce sign in/sign out sheets for the monitored month(s) selected. Providers will be sent a Post Attendance Monitoring Site Report documenting results and a Reimbursement Adjustment Report documenting any funds to be recouped if applicable by US mail within 10 business days.*
- 12. Technical assistance may be provided to providers by use of the Technical Assistance form.*
- 13. A Post Attendance Monitoring visit Attempt form will be left at the provider's site and a copy sent by US mail if the center or home's attendance sheets are deemed to be inaccessible to the Coalition staff member.*
- 14. The information in the monitoring process is confidential and all representatives of the agency involved will adhere to the Coalition's policy on client/provider confidentiality. All records are subject to review by the applicable Early Learning Coalition of Flagler and Volusia County, and the Office of Early Learning for School Readiness; therefore, it is necessary to keep all records for a period of not less than 5 years.*

45. 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.

See procedures in #44.

VII. DISPUTE RESOLUTION

It is the policy of the Coalition to ensure that contracted providers meet all dispute resolution requirements as outlined in the Statewide School Readiness Provider Agreement.

46. 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.

The Coalition will allow Providers an opportunity to appeal decisions made by the Coalition.

- 1. The grievance must be set forth clearly and comprehensively in writing and delivered to the office of the Coalition within ten (10) days of the date of incidence. If there is a legal basis of any kind to the grievance, it should be referenced in the writing with as much specificity as reasonably possible, including, by example, but not limitation, reference to policy, procedure, statute, regulation, case law or executive order. If there are third parties who are pertinent to the grievance, contact information for the third parties and any known representative, including but not limited to legal counsel, acting on their behalf should be provided.*
- 2. The Board of Directors of the Coalition shall be presented the information surrounding the grievance as presented by the Coalition staff. The grievance must be received five (5) days prior to the Board Meeting or the grievance will be presented at the next scheduled Board Meeting. The provider submitting the grievance may provide public input at this meeting.*
- 3. Within ten (10) days of the second meeting of the Coalition Board following receipt by the Coalition of the grievance, the Provider will be informed, in writing, of the decision of the Coalition.*
- 4. The decision of the Coalition is final unless, in the complete discretion of the Coalition, it is determined that good cause exists for reconsideration. If a Provider believes good cause may exist for reconsideration of a decision by the Coalition and wishes for the Coalition to reconsider a decision then the Provider should set forth the basis for reconsideration in writing and deliver the writing to the office of the Coalition. The Coalition will respond to any request for reconsideration in the same manner as with any grievance made originally as set forth above. There is not an appeals process for grievances made with the Coalition.*
- 5. Prior to instituting any litigation with the Coalition, the Provider must first receive a final decision on the grievance, as set forth in paragraphs 1-3 above. In addition, after receiving the final decision, the Provider must request that the Coalition participate in a mediation conference with the Provider. The request must be in writing and delivered to the office of the Coalition. It is within the complete discretion of the Coalition to accept or deny the request. Acceptance may be conditioned upon participation in the mediation conference by third parties who are pertinent to the grievance. Within ten (10) days of receipt of the request, the Coalition will inform the provider in writing whether the request is accepted or denied. If the request is accepted, the mediator will be mutually agreed upon and the entire cost of mediation will be borne by the Provider unless otherwise mutually agreed. If the request is denied, the decision of the Coalition is final. Mediation must be held within sixty (60) days of the date of written acceptance by the Coalition unless otherwise mutually agreed. Mediation is to be held in the county of the business office of the Provider making the grievance.*
- 6. Grievances about Providers are to be dealt with by the Providers and will not be considered by the Coalition. It is recommended that the Provider have a grievance procedure in place which is likely to result in resolution of any grievance which may or may not include mediation.*

47. 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 **Flagler and/or Volusia** County, Florida, and not in any other state or county.

The Coalition gives providers the opportunity to resolve disputes regarding their eligibility to participate in the School Readiness program by hearing appeals submitted by the provider.

Procedures:

1. *The Coalition will consider appeals that are written clearly and comprehensively and delivered to the Coalition office at 230 N. Beach Street within ten (10) days of the provider being notified of a decision regarding eligibility to participate in the School Readiness Program.*
2. *If there is a legal basis of any kind to the appeal, that should be referenced in the writing with as much specificity as reasonably possible. This includes by example, but not limitation, reference to policy, procedure, statute, regulation, case law or executive order. If there are third parties who are pertinent to the appeal, contact information for the third parties and any known representative, including but not limited to legal counsel, acting on their behalf should be provided.*
3. *The Coalition will acknowledge receipt of the appeal in writing. The acknowledgement will include the dates, times and locations of the next regularly scheduled Coalition Executive Committee and Board of Directors meetings.*
4. *The Coalition encourages providers to attend and provide input at the Executive Committee Meeting where their appeal is heard*
5. *Appeals received at least five (5) days prior to the next regularly scheduled the Coalition Executive Committee Meeting will be presented at that meeting by the Coalition staff. The schedule for the Coalition's Executive Committee meetings is posted at the Coalition's website; www.elcfv.org .*
6. *Appeals received less than five (5) days before the next regularly scheduled meeting will be heard at the following regularly scheduled Coalition Executive Committee Meeting.*
7. *The Coalition Executive Committee, after hearing the appeal, will recommend action.*
8. *The recommended action on the appeal will be placed on the consent agenda of the next regular Coalition Board of Directors meeting.*
9. *The Coalition will inform the provider of the decision of the Coalition Board of Directors regarding the appeal in writing no more than ten (10) days after the Coalition Board of Directors meeting.*
10. *The decision of the Coalition is final unless, in the complete discretion of the Coalition, it is determined that good cause exists for reconsideration. If a Provider believes good cause may exist for reconsideration of a decision by the Coalition and wishes for the Coalition to reconsider a decision then the Provider should set forth the basis for reconsideration in writing and deliver the writing to the office of the Coalition. The Coalition will respond to any request for reconsideration in the same manner as with any appeal made originally as set forth above.*
11. *Prior to instituting any litigation with the Coalition the Provider must first receive a final decision on the appeal, as set forth in paragraphs 1-9 above.*
12. *After receiving a final decision and before instituting litigation, the Provider must request that the Coalition participate in a mediation conference with the Provider. The request must be in writing and delivered to the office of the Coalition. It is within the complete discretion of the Coalition to accept or deny the request. Acceptance may be conditioned upon participation in the mediation conference by third parties who are pertinent to the appeal. Within ten (10) days of receipt of the request the Coalition will inform the provider in writing whether the request is accepted or denied. If the request is accepted the mediator will be mutually agreed upon and the entire cost of mediation will be borne by the Provider unless otherwise mutually agreed. If the request is denied the decision of the Coalition is final. Mediation must be held within sixty (60) days of the date of written acceptance by the Coalition unless otherwise mutually agreed. Mediation is to be held in the county of the business office of the Provider making the appeal.*

VIII. INDEMNIFICATION AND INSURANCE

It is the policy of the Coalition to ensure that contracted providers meet all indemnification and insurance requirements as outlined in the Statewide School Readiness Provider Agreement.

48. Accept liability for actions of agents, employees, 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.

The Coalition will ensure that Providers accept full liability for the actions of its agents, employees, partners and shall indemnify, defend, and hold harmless the Coalition, the Office of Early Learning 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. See also #49.

Procedures:

- 1. The Coalition will act to avoid suffering loss as a result of suits, actions, damages and costs arising from personal injury or damage to real or personal property caused by the provider, its agents, partners or sub-contractors.*
- 2. The Coalition will ensure that providers maintain sufficient insurance so as to offset the cost of any possible legal actions taken against them.*

49. Maintain child care liability insurance. The Provider is required to furnish written evidence of sufficient Child Care Liability Insurance coverage, including coverage of transportation of children (if SR children are transported by the program), and provide certification that the Coalition is named as an additional insured on the policy. Required liability thresholds are set by the Coalition.

Reference: Statewide Contract VI.43, "Failure to comply with the terms of the Agreement"

The Coalition will require School Readiness Providers to secure and maintain sufficient Child Care Liability insurance coverage naming the Coalition (Early Learning Coalition of Flagler and Volusia) as additional insured. The minimum liability insurance requirements and limit thresholds are set forth by the Coalition.

Per School Readiness Statewide Contract (Section VII, 49), Department of Children and Families' Administrative Code of Child Care Standards (65C-22) and Florida Statute (Sec 316.615 (4)), the Provider's liability insurance must include coverage of transportation of children if the program offers those services.

Providers are required to furnish written evidence of aforementioned insurance coverage.

Procedures:

- 1. A minimum liability insurance coverage of \$100,000 and \$300,000 is required by all School Readiness (SR) contracted providers.*
- 2. In order to assist providers in complying with necessary insurance requirements, the Coalition purchased a Hold Harmless umbrella insurance policy automatically covering contracted School Readiness providers. This insurance policy is supplemental to the required insurance policies previously outlined in this policy.*
- 3. Provider must notify the Coalition of cancellation, termination or any changes to their liability insurance policy or policies a minimum of ten (10) business days prior to the respective effective date. Written notification should be sent to their designated Contracts Coordinator via email or mail.*
- 4. Once a notice is received by the Contracts Coordinator, they will mail out a Non-Compliance letter (Letter #) to the Provider via certified mail giving the Provider ten (10) business days to furnish proof of required insurance.*
- 5. Should a Provider not supply evidence of Child Care Liability insurance or have a lapse in coverage they would be considered non-compliant with the School Readiness Statewide Agreement. Technical Assistance is offered to the Provider through written correspondence outlining non-compliant issues, steps to bring the Provider into compliance and timelines associated with each step.*
- 6. If the Provider fails to meet the insurance requirements and is non-responsive to attempts to correct, parents of the SR children enrolled in the program will be notified by the Family Services Manager via letter of their non-compliance status and requested to transfer child care providers within thirty (30) calendar days to avoid interruption of SR services; parents may choose to remain with the provider and pay out of pocket. (Refer to procedures surrounding Provider Transfer & Termination of Services.) If the provider furnishes required documents, the provider may remain contracted and the parents may return to the program.*
- 7. Failure to maintain in compliance after assistance is offered could result in termination of the agreement. Failure to comply with the terms of the Agreement,*

IX. COALITION RESPONSIBILITIES

It is the policy of the Coalition to uphold its responsibilities as outlined in the Statewide School Readiness Provider Agreement.

50. 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.

The Coalition will ensure School Readiness Providers will operate business legally. Thus, the Coalition will report cases of suspected fraud.

Procedures:

- 1. The Coalition Staff are to be aware of indicators of possible fraudulent activities. Such indicators include, but are not limited to:*
 - Inconsistent statements*
 - Documents with errors*
 - Inconsistent documents from one re-determination to the next*
 - Hidden information in areas of documents where information should exist*
 - Consistent handwriting on documents from others*
 - Missing information on documents like pay stubs or whiteout*
 - Missing documents*
 - Denied access to information*
 - Unusual discrepancies*
 - Unavailability of other than photocopied documents*
 - Inconsistent, vague or implausible responses*
- 2. If a Coalition Staff member suspects a parent or provider is deliberately giving false, misleading or incorrect information, failing to disclose significant information that would directly affect their eligibility for benefits or reimbursement, or falsifying or submitting false documentation, collaborating with other clients or providers, or taking any other actions specifically for purposes of receiving benefits, the Coalition Staff member must promptly report their concerns and observations to their supervisor.*
- 3. Before submission of suspected fraud to the Fraud Prevention Unit of AWI, the following steps should take place and be documented before the referral is sent. This process is now automated; the Coalition has one person authorized to make the referral, the supervisor will ask that person to make the report. If changes has occurred and you are unsure who that person is please contact AWI for assistance.*
 - Determine the amount of lost benefits.*
 - Determine the months the lost benefits occurred.*
 - Determine if the allegation resulted from falsified forms and/or misrepresentation of household/attendance circumstances.*
 - Determine if allegation is supported:*
 - Contact should be made with the individual who could support or dispute an allegation. (For example-information is obtained that a parent stated they were working for an employer and it was later determined they were not employed there).*
 - Contact with the employer should be made and where possible written documentation obtained showing when and if the employee worked there and for how long.*
 - A face to face contact should be scheduled with the subject of the complaint to discuss the situation and obtain evidence to support or dispute allegations. Coalitions or designees may believe they know what has occurred and a fraud referral is made, however discussion with the parent or provider may reveal important information.*
 - A face to face contact provides the parent or provider an opportunity to present evidence that may dispute the allegations and resolve the issues.*

4. *Prior to taking any action against a parent or provider, the Coalition or designee will need to ensure there are sufficient grounds to warrant such action.*
5. *If, after a thorough investigation, a Provider is found by a court of competent jurisdiction to have fraudulently misrepresented enrollment or attendance records, the provider will be permanently removed and prohibited from providing School Readiness services to children. (Rule 60BB-4.503, FAC.)*

**Please note: parents or providers has the right to appeal the decision made by the coalition.*

51. 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.

See procedures in #15.

52. 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.

Ensuring all School Readiness (SR) providers who are seeking assistance to maintain best practices in high quality care programs will be offered Technical Assistance.

Based on a position statement offered by the National Association for the Education of Young Children (NAEYC), the leader in best practice in child development, a quality curriculum consists of the knowledge, skills, abilities and understandings children are to acquire and the plans for the learning experiences through which those gains will occur. Teachers planning curriculum experiences to integrate children's learning within and across domains (physical, social emotional, cognitive) and the disciplines (including language, literacy, mathematics, social studies, science, art, music, physical education and health) are an important piece of implementing best practices.

Procedures:

1. *Providers may call the Coalition at the Beach Street Office to request Technical Assistance (TA). The telephone number is 386-323-2400.*
2. *TA request calls are answered by a Provider Support staff member who completes a TA Request Form documenting the date, provider's name, address, phone number, and a brief summary of their needs.*
3. *Provider Support staff turns the TA Request Form over to the Provider Support Manager (PSM) for assignment to a Provider Support Specialist.*
4. *The assigned Provider Support Specialist (PSS) calls the provider to learn more about their needs. The PSS and Provider decide together if the needs can best be met with a phone call or an on-site visit.*
5. *Technical Assistance given via phone and/or on-site visit must be documented by the PSS.*
6. *When TA is given by phone, the TA documentation is signed by the PSS and the PSM.*
7. *When TA is given on-site, the TA documentation is signed by the PSS, the Provider and the PSM.*
8. *One copy of the TA documentation is placed in the Providers School Readiness file and another is placed in the monthly tracking file.*
9. *TA will be provided as funding is available and according to Coalition Plan priorities.*

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

See procedures in #39.

54. 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 Agreement, 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.

See procedures in #37.

X. ADDITIONAL TERMS AND CONDITIONS

55. 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.

56. Contacting the Coalition. The representative for the Coalition or designee for this Agreement is Alecia Coitrone for providers A-M and Jenni Riccio for providers N-Z who can be contacted at the Early Learning Coalition of Flagler & Volusia Counties, Inc. 386-323-2400, Alecia Coitrone x 186 and Jenni Riccio x 139 telephone, email acoitrone@elcfv.org, jriccio@elcfv.org.

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

Name	
Address	
Telephone	
Email	

In the event that either party designates different representatives after execution of this Agreement, notice of the name and contact information of the new representative will be rendered in writing to the other party within 30 days of change and said notification attached to originals of this Agreement.

57. Failure to exercise. The failure of the Coalition to exercise any of its rights or to enforce any of the provisions of this Agreement 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 Agreement.

58. 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.

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

60. This Agreement constitutes the only Agreement, and supersedes all prior Agreements 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 Agreement and are incorporated by reference. This Agreement, including any Attachments hereto, may not be amended or modified, except in writing and signed by all parties to this Agreement.

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 Agreement, 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 Agreement 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 Agreement 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 Agreement including accompanying Attachments 1&2 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:

_____ Coalition (print name)	_____ Title
_____ Signature of Coalition Executive Director	_____ Date
_____ Print Name	

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 Agreement 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 Agreement 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.

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>

Attachment 2

Additional Program Title	Address (street, city, state, zip)	Program Landline Telephone Number	Program Email address	Primary Coalition Approved Curriculum Utilized	Character Development Program Utilized