



**STATE OF FLORIDA
STATEWIDE SCHOOL READINESS PROVIDER CONTRACT
FORM DEL-SR 20**

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this _____ day of _____, 20_____, by and between the Early Learning Coalition of _____ (herein referred to as “COALITION”), and _____ doing business as (if applicable), _____ (herein referred to as “PROVIDER”), with its principal offices located at _____ and its provider physical site address (if the single site provider physical site address is different from principal office address) located at _____.

a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) Program PROVIDERS, a list of their names and their physical addresses are included in Exhibit 1: PROVIDER Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.

b. **Multiple Private Locations.** If PROVIDER is executing a single Contract on behalf of multiple private SR PROVIDER sites within COALITION’S service area, a list of their names and their physical addresses are included in Exhibit 1: PROVIDER Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.

c. **Identification Number.** Insert PROVIDER’S EIN or SSN here:
_____.

PROVIDER’S EIN (Employer Identification Number) or SSN (Social Security Number) is requested in accordance with ss. 119.071(5)(a)2 and 119.092, F.S., for use in the records and data systems of the Division of Early Learning and COALITION. Submission of PROVIDER’S EIN or SSN is mandatory. PROVIDER’S EIN or SSN will be used for processing payments to PROVIDER as an SR PROVIDER, for reporting those payments for federal tax purposes, and for routine identification. If PROVIDER completes Exhibit 1 listing multiple locations with multiple EIN numbers, this paragraph may be left blank.

2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the SR Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the SR Program. This contract is to engage an eligible PROVIDER to provide SR services to eligible SR children. PROVIDER will receive payment based on Legislative appropriations, the Office’s Child Attendance and PROVIDER Reimbursement (Rule 6M-4.500, Florida Administrative Code (F.A.C.)), and Reimbursement During Emergency Closures (Rule 6M-4.501, F.A.C.)

3. **Term.** This Contract begins on _____ of the fiscal year (20__) or on the date on which the Contract is signed and dated by the last party required to sign the Contract, whichever occurs last, and the Contract ends on June 30th of the fiscal year 20__.
4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for SR Program services performed before this Contract is fully executed by both parties or after expiration of the Contract.
5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the SR Program and that PROVIDER and COALITION will be bound by the same:
 - 42 U.S.C. §9858, et seq.;
 - 45 C.F.R. §98;
 - 45 C.F.R. §99;
 - Chapter 1002, Florida Statutes;
 - Chapter 6M-4, Florida Administrative Code; and
 - Chapter 6M-9, Florida Administrative Code.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership interest, the PROVIDER shall notify the COALITION no later than 30 calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. General Eligibility

- a. **PROVIDER Type.** To be eligible to deliver the School Readiness Program, PROVIDER must be one of the PROVIDER types identified in section (s.) 1002.88(1)(a), F.S., listed below.

Check the box to indicate PROVIDER's type:

- A child care facility licensed under s. 402.305, F.S. (Form DEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
- A family day care home licensed or registered under s. 402.313, F.S. (Form DEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)
- A large family child care home licensed under s. 402.3131, F.S. (Form DEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A public school or nonpublic school exempt from licensure under s. 402.3025, F.S. (Form DEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A faith-based child care PROVIDER exempt from licensure under s. 402.316, F.S. (Form DEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A before-school or after-school program described in s. 402.305(1)(c), F.S.

For a licensed before-school or after-school program described in s. 402.305(1)(c), F.S., Form DEL-SR 20L must be completed as an authorized attachment to this Contract.

For a license exempt or programs that are not required to be licensed as described in Rule 65C-22.008, F.A.C., before-school or after-school program described in s. 402.305(1)(c), F.S., Form DEL-SR 20LE must be completed as an authorized attachment to this Contract.

An informal child care PROVIDER to the extent authorized in the state's Child Care and Development Fund Plan as approved by the United States Department of Health and Human Services pursuant to 45 C.F.R. s. 98.18. (Form DEL-SR 20FFN is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A child development program operated and certified by the Department of Defense that is accredited by a national accrediting body and operates on a military installation.

b. Eligibility pursuant to s. 1002.91(5), F.S. PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.

c. Eligibility pursuant to s. 1002.91(7), F.S. PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a PROVIDER that is on the United States Department of Agriculture National Disqualified List.

d. Eligibility pursuant to the successful completion of terms of existing Quality Improvement Plan, corrective action plans or probation. PROVIDER represents that PROVIDER agrees to successfully complete previous Quality Improvement Plan, corrective action or terms of probation due to noncompliance determinations from a prior Contract, as applicable, for the duration of this Contract. PROVIDER also represents that currently PROVIDER, or an owner, officer, or board director thereof, has not had their eligibility to provide School Readiness services revoked. For multi-site PROVIDERS, such as corporate chains or school districts, eligibility revocation is

per site and not all locations unless specifically determined otherwise by the COALITION pursuant to criteria referenced in Paragraph 71 of this contract.

- e. **Eligibility pursuant to ss. 1002.82 and 1002.88, F.S.** PROVIDER represents that PROVIDER must have a pre-contractual inspection conducted by the Department of Children and Families or as applicable, the local licensing agency or United States Department of Defense to ensure compliance with health and safety standards and checklist(s) established pursuant to Rule 6M-4.620, F.A.C to be eligible to deliver the School Readiness Program.
- f. **Eligibility pursuant to ss. 1002.82(2)(n) F.S.** PROVIDER acknowledges that PROVIDER must have a program assessment score that meets the contract minimum threshold score or be implementing a current Quality Improvement Plan prior to contracting in accordance with Rules 6M-4.740 and 6M-4.741, F.A.C.

PROVIDER's composite program assessment score: _____ If PROVIDER has multiple sites, the program assessment score for each site is listed in Exhibit 1.

The COALITION has determined the PROVIDER is exempt from the program assessment requirement pursuant to Rule 6M-4.740, F.A.C. If PROVIDER has multiple sites, the exemption for each site is listed in Exhibit 1.

Yes No

The PROVIDER waives the PROVIDERS exemption and agrees to comply with the requirements of Rules 6M-4.740, F.A.C. If PROVIDER has multiple sites, the waived exemption for each site is listed in Exhibit 1.

Yes No N/A

The PROVIDER that achieves a program assessment result as identified in subsection 6M-4.741(3), F.A.C. waives the PROVIDERS biennial status and agrees to receive an annual program assessment pursuant to Rule 6M-4.740, F.A.C. If PROVIDER has multiple sites, the waived biennial status for each site is listed in Exhibit 1.

Yes No N/A

g. Eligibility pursuant to s. 448.095, F.S. PROVIDER acknowledges that PROVIDER must register with and use the E-Verify system to verify the work authorization status of all newly hired employees. PROVIDER represents that it does not employ, contract with or subcontract with an unauthorized alien, and shall provide an affidavit affirming this prior to the effective date of the contract. PROVIDER further acknowledges violation of s. 448.09(1), F.S. may result in termination of this contract.

8. Contracted Slots Eligibility

- a. The COALITION participates in the Contracted Slots Program.

Yes No

b. To participate in the Contracted Slots Program, PROVIDER must have no Class 1 licensing violations and no more than three of the same Class II licensing violations as cited by the Department of Children and Families or local licensing agency, as applicable, within a two year period and meet the criteria established in the COALITION'S SR Plan, pursuant to Rule 6M-9.115, F.A.C.

c. The COALITION has determined the PROVIDER eligible to participate in the Contracted Slots Program.

Yes No NA

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

- 9. Child Enrollment.** PROVIDER agrees to enroll eligible children for the SR Program only with authorization from COALITION which will be provided in the form of a child care certificate from the single statewide information system. PROVIDER also understands that it will not be reimbursed for services provided to a child beyond the service begin and end date identified by COALITION on the child care certificate, or if the child's eligibility is terminated prior to the end date. As described in s. 1002.87(2), F.S., PROVIDER also agrees to serve children enrolled into its SR Program according to the services and location established by COALITION on the child care certificate indicating authorized hours of care. In the event that PROVIDER has multiple locations, PROVIDER shall notify and obtain approval from COALITION prior to changing the location where the child shall be served.
- 10. Child Care.** PROVIDER agrees to provide child care and to supervise enrolled children at the care level designated by the child care certificate received from the COALITION. Pursuant to 45 C.F.R s. 98.2, child care is defined as the care given to an eligible child by an eligible child care PROVIDER. PROVIDER will comply with all applicable state and federal laws, regulations and other standards and requirements in providing child care services under this agreement.
- 11. Instruction and Activities.** In accordance with s. 1002.88(1)(b), F.S., PROVIDER agrees to offer instruction and activities to enhance the age-appropriate progress of each child in attaining the child development standards established by the *Florida Early Learning and Developmental Standards: Birth to Kindergarten*, Form OEL-SR 30, adopted by the Division of Early Learning in Rule 6M-4.700, F.A.C. PROVIDER agrees to include activities to foster brain development in infants and toddlers; provide an environment that is rich in language and appropriate and child-friendly music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses; and include at least thirty (30) minutes of reading to children each day.
- 12. General Health and Safety.**

 - a.** PROVIDER agrees to provide a healthy and safe environment for children in care pursuant to s. 1002.88 F.S., Rule 6M-4.620, F.A.C, and all Forms adopted by reference, as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are

specifically addressed in the administration of the Child Care and Development Block Grant pursuant to 45 CFR 98 and in each PROVIDER type attachment.

b. Supervision. PROVIDER agrees to provide minimum staff-to-children ratio by PROVIDER type at all times and direct supervision to ensure the health and safety of children in care.

c. Background Screening. PROVIDER agrees to background screening for the operator, program personnel, volunteers and substitutes pursuant to ss. 402.305 and 402.3055, F.S., and Rule 6M-4.620, F.A.C.

13. Program Assessments and Quality Improvement Plans.

a. Pursuant to s. 1002.82(2)(n), F.S., PROVIDER agrees to comply with program assessment requirements defined in Rule 6M-4.740, F.A.C.

b. Quality Improvement Plan. If the PROVIDER is required to complete a Quality Improvement Plan during the contract period in accordance with Rule 6M-4.740, F.A.C. the PROVIDER agrees to the PROVIDER responsibilities outlined in Exhibit 3 of this contract. COALITION must notify PROVIDER in writing if it is required to complete a Quality Improvement Plan. The notice must identify the specific requirement(s) which PROVIDER is required to complete and set a deadline for completion of the Quality Improvement Plan. If PROVIDER has multiple sites, the requirement to complete a Quality Improvement Plan is designated in Exhibit 1.

c. The COALITION has determined the PROVIDER is required to participate in a Quality Improvement plan.

Yes No

d. PROVIDER program assessment results and Quality Improvement Plans may be shared with other COALITIONS and REDLANDS CHRISTIAN MIGRANT ASSOCIATION (RCMA) that have an executed and current School Readiness contract with the PROVIDER for the purposes of minimizing the administrative burden on the COALITIONS and RCMA and the PROVIDER.

14. Smoke Free Environment. In accordance with Part C of Public Law 107-110 (No Child Left Behind), the “Pro-Children Act of 2001,” no child care facility shall permit smoking within any indoor facility (or portion of such facility) operated by PROVIDER, to provide routine child care or early childhood development services to children. This does not apply to any portion of such facility that is used for a private residence. Individuals in violation are subject to a \$1,000 fine, administrative compliance or both.

15. Curricula. In accordance with s. 1002.88(1)(f), F.S., PROVIDER agrees to use the following state-approved curriculum or curricula in the provision of the SR Program:

edition or date: _____.

If PROVIDER is using different curricula at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the curriculum

or curricula being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert “Not Applicable” in the space provided. This requirement is not applicable to licensed PROVIDERS who only offer before or after school programs that include 4 year-olds.

- 16. Character Development Program.** In accordance with s. 1002.88(1)(g), F.S., PROVIDER agrees to implement the following character development program to develop basic values, if not included in the PROVIDERS curricula: _____, edition or date: _____.

If PROVIDER does not use a professionally published character development program and it is not included in the approved curriculum the PROVIDER uses, describe the program here: _____.

If PROVIDER is using a different program at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the character development program being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert “Not Applicable” in the space provided.

- 17. Developmental Screenings.** In accordance with s. 1002.88(1)(i), F.S. and Rule 6M-4.720, F.A.C., _____ must collaborate with COALITION to complete initial screening for each child, age birth to kindergarten entry, within forty-five (45) calendar days after the child's first or subsequent enrollment in the School Readiness Program, to identify a child who may need intervention practices. PROVIDER acknowledges that COALITION is responsible for initiating intervention practices in accordance with Rule 6M-4.720, F.A.C. PROVIDER and COALITION acknowledge that pursuant to s. 1002.84(5), F.S., screening shall not be a requirement of entry into the School Readiness Program and shall be only given with parental consent.

PROVIDER acknowledges that _____ is responsible for conducting developmental screenings for each child age birth to sixty (60) months in accordance with Rule 6M-4.720, F.A.C.

Subsequent Screenings. PROVIDER acknowledges that _____ is responsible for subsequent screenings. Subsequent screenings will be conducted annually at redetermination in accordance with Rule 6M-4.720, F.A.C.

- 18. Prohibited Forms of Discipline.** In accordance with s. 1002.88(1)(j), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.

19. **Child Immunizations and Health Screenings.** In accordance with s. 1002.88(1)(k), F.S., within thirty (30) calendar days of enrolling a child, PROVIDER agrees to obtain and retain information from the parent regarding the child's age-appropriate immunizations, physical development and other health requirements as indicated on the Student Health Examination form DH 3040 and Florida Certification of Immunization form Part A-1, B, or C DH 680 or the Religious Exemption from Immunization form DH 681.
20. **Program Operation.** In accordance with s. 1002.88(1)(l), F.S., if PROVIDER offers before-school or after-school programs, PROVIDER agrees those programs shall meet or exceed the requirements of s. 402.305(5), (6), and (7), F.S. In accordance with s. 1002.88(1)(r), F.S., and as identified in Exhibit 5, PROVIDER agrees to operate on a full-time and part-time basis and provide extended-day and extended-year services to the maximum extent possible without compromising the quality of the program to meet the needs of parents who work.
21. **Workers' Compensation and Reemployment Assistance.** In accordance with s. 1002.88(1)(o), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S.
22. **Sign-In/Sign-Out Process.** PROVIDER agrees to maintain daily attendance documentation, including a documented "sign-in/sign-out" process in accordance with Rule 6M-4.500(1)(c), F.A.C. which accurately documents attendance and absences. PROVIDER agrees to retain the attendance documentation in accordance with COALITION's records retention requirement established in accordance with s. 1002.84(10), F.S.
23. **Child Absences.** In accordance with s. 1002.87(8), F.S., PROVIDER agrees to notify COALITION in writing if a child enrolled is absent for five (5) consecutive days with no contact from the parent by the close of the fifth (5th) day. In accordance with ss. 1002.81(5) and 1002.87(7), F.S., if the need for care cannot be re-established, then the COALITION will notify the PROVIDER and the parent that School Readiness funding will be discontinued. The end of eligibility for funded child care services will be fourteen (14) days from the fifth (5th) day that the child was not in attendance with no contact from the parent.
24. **Rilya Wilson Act and At-Risk Children.** PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s. 39.604, F.S.) for each at-risk child under the age of school entry who is enrolled in the School Readiness Program.
25. **Parental Choice.** PROVIDER agrees that the parent has the right to choose the PROVIDER of child care services for his/her children. In the event the parent chooses to change to a different SR PROVIDER, it is within the parent's rights to do so, except as limited by s. 1002.84(8), F.S., as described in paragraph 55.c.
26. **Parental Access.** PROVIDER agrees to afford authorized parents unlimited access to their children in SR Programs, during normal hours of PROVIDER operation and whenever the children are in the care of the PROVIDER. Access may be subject to appropriate safety procedures.

27. Single Statewide Information System. PROVIDER agrees to utilize the single statewide information system as referenced in s. 1002.82(2)(q), F.S., as available, to submit information and updates regarding the SR Program. The PROVIDER shall register and execute this Contract on the PROVIDER Portal found on <https://PROVIDERServices.floridaearlylearning.com>.

28. Child Care Resource and Referral. PROVIDER agrees to participate in the annual update process coordinated by each Child Care Resource and Referral agency as described in Rule 6M-9.300(8), F.A.C.

29. Direct Deposit. PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive SR reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit, however, the reimbursement may be delayed up to 21 calendar days should the PROVIDER choose to opt out.

30. Contracted Slots. If applicable, does the eligible PROVIDER, pursuant to paragraph 8, elect to participate in the Contracted Slots Program? By selecting “Yes” PROVIDER agrees to the PROVIDER responsibilities outlined in Exhibit 4.

Yes No

31. Orientation. PROVIDER agrees to participate in a SR Program Orientation conducted by the COALITION prior to the execution of this Contract, if offered by the COALITION.

32. Child Assessment. If applicable, the eligible PROVIDER, agrees to conduct child assessments using a reliable assessor as defined by the child assessment tool, that meet the criteria described in s. 1002.82(2)(k), F.S., at least three times per year and will submit valid and reliable data to the single statewide information system. PROVIDER agrees to conduct child assessments in accordance with Rule 6M-4.500(11), F.A.C. using the _____ as the assessment tool. If the PROVIDER selects to conduct child assessments, PROVIDER understands the requirements of the rule must be met to receive the child assessment differential.

Yes No

If PROVIDER has multiple sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating if PROVIDER conducts child assessments at each site.

33. Deliverables

Deliverable	Tasks and Activities	Due Date	Payment
1. One month of child care services	Child enrollment activities per the requirements in section III	Monthly	Per the level of service: established by the child care certificate provided to the PROVIDER by the
	Instruction and activities per the requirements in section III		

Deliverable	Tasks and Activities	Due Date	Payment
	Health and safety activities per the requirements in section III		COALITION; at the rates specified in Exhibit 5: PROVIDER Reimbursement Rates; and documented through an approved monthly attendance report
	Use of curriculum per the requirements in section III		
	Character development activities per the requirements in section III		
2. Monthly attendance report	Monthly attendance report submitted by the PROVIDER to the COALITION per the requirements in section VII	Monthly by the day indicated in section VII	N/A
3. Proof of Developmental Screening	If applicable:		N/A
Applies to PROVIDERs responsible for developmental screening as indicated in section III	Developmental screenings for each child age birth to sixty (60) months per the requirements in section III.	Within 45 days after the child's first or subsequent enrollment in the School Readiness Program	
Proof of Developmental Screening (continued)	Subsequent screenings conducted annually at redetermination.	Annually	
	PROVIDER shall submit the child's screening results to the COALITION.	In accordance with Rule 6M-4.720, F.A.C.	
	PROVIDER shall enter the data into an electronic system.		
	PROVIDER shall provide in writing the screening results with concerns for each child to the child's parent.	In accordance with Rule 6M-4.720, F.A.C.	

IV. COALITION RESPONSIBILITIES

34. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality SR services.
35. **Developmental and Subsequent Screenings.** Applicable if PROVIDER is responsible for Developmental Screenings and Subsequent Screenings as indicated in paragraph 17. In the event the single statewide information system is non-operational, COALITION shall give notification to PROVIDER of each child that must be screened in accordance with 6M-4.720, F.A.C. COALITION will have staff persons available to explain screening results if requested by a parent.
36. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the SR Program. COALITION will issue forms that make up a child care certificate (also known as a payment certificate), as described in s. 1002.82(8)(b) and (c), F.S., to the parent of each eligible child who enrolls in the SR Program.
37. **Limitations on Authority.** COALITION may not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.; or require PROVIDER to administer a child assessment.

V. MONITORING, AUDITING AND ACCESS

38. **Monitoring.**

a. COALITION will monitor PROVIDER for compliance with this Contract and the provisions governing the SR Program listed in paragraph 5, in accordance with s. 1002.85(2)(h), F.S. PROVIDER will be monitored in accordance with the COALITION monitoring plan, or in response to a parental complaint using the Form DEL-SR20M incorporated by Rule 6M-4.630, F.A.C.

b. PROVIDER monitoring results may be shared with other COALITIONS that have an executed and current School Readiness contract with the PROVIDER for the purposes of minimizing the administrative burden on the COALITIONS and the PROVIDER.

39. **Physical Access.** PROVIDER agrees to allow the Division of Early Learning, the Department of Children and Families or Local Licensing Agency, if applicable, and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the SR Program during normal business hours, except as otherwise restricted by government facilities.

40. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors, the Department of Children and Families or Local Licensing Agency, if applicable, the Division of Early Learning or the United States Department of Health and Human Services to inspect and copy records pertaining to the SR Program during normal business hours and upon request by COALITION, the Department of Children and Families, the Division of Early Learning or the United States Department of Health and Human Services. Records that are stored off-site shall be provided within seventy-two (72) hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

41. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. PROVIDER agrees to have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidentiality agreements will be maintained by the PROVIDER and provided to the COALITION upon request. Information associated with the SR Program shall only be made available in accordance with the restrictions of s. 1002.97, F.S. For the purposes of records of children enrolled in the SR Program, this Contract is considered an interagency agreement for the purpose of implementing the SR Program as described in s. 1002.97(3)(g), F.S. Accordingly, to the extent that PROVIDER receives School Readiness records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.97, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Division of Early Learning, and other entities identified in s. 1002.97, F.S.
42. **Record Maintenance.** PROVIDER agrees to maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences and proof of parent co-payments for children funded by the SR Program. The records must be maintained for audit purposes for a period of five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
43. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the SR Program before the conclusion of the retention period for SR records as described in paragraph 42, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the SR Program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all SR records required to be maintained under paragraph 42 to COALITION no later than the close of business on the day PROVIDER ceases to offer the SR Program. Failure to remit all SR Program records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

VII. COMPENSATION AND FUNDING

44. **Method of Payment.** PROVIDER reimbursement for eligible children will be based on the child care certificate (also known as a payment certificate) issued by COALITION and presented by a parent, and through the use of the procedures outlined herein.
45. **Reimbursement Rates Established.** PROVIDER agrees to provide documentation of its published private child care rates included in Exhibit 5. PROVIDER agrees to accept the approved PROVIDER reimbursement rate established by COALITION and approved by Division of Early Learning, identified in Exhibit 5. PROVIDER is paid based on budget availability, at the approved PROVIDER reimbursement rate less any parent co-payments assessed by COALITION as reflected on the child care certificate.
46. **Gold Seal Rate.** PROVIDER agrees to provide documentation of its Gold Seal Quality Designation. Gold Seal PROVIDERS shall receive the Gold Seal rate for all care levels

which have received a Gold Seal Quality Designation pursuant to s. 1002.945(6), F.S., and Rule 6M-4.500, F.A.C., as identified in Exhibit 5 of this contract.

47. **Quality Performance Incentive Rate.** If PROVIDER is not on a Quality Improvement Plan, the PROVIDER will receive a Quality Performance Incentive Rate pursuant to s. 1002.82(2)(o), F.S. and Rule 6M-4.500, F.A.C., as identified in Exhibit 5 of this contract.
48. **Child Assessment Rate.** Eligible PROVIDERS that agree to conduct child assessments pursuant to paragraph 32 of this contract will receive a Child Assessment rate pursuant to s. 1002.82(2)(o), F.S. and Rule 6M-4.500, F.A.C., as identified in Exhibit 5.
49. **Contracted Slots Rate.** Eligible PROVIDERS, pursuant to paragraph 8 of this contract will receive the Contracted Slots Rate pursuant to Rule 6M-4.500, F.A.C., as identified in Exhibit 5, if applicable.
50. **Special Needs Rate.** PROVIDER may receive a special needs rate identified in Exhibit 5 when providing services to a child with an identified special need in accordance with Rule 6M-4.500, F.A.C.
51. **Registration Fees.** If a PROVIDER indicates in Exhibit 5 that it charges a registration fee, the COALITION shall pay the PROVIDER a registration fee for each child enrolled in the School Readiness Program in accordance with Rule 6M-4.500, F.A.C.
52. **Rate Changes and Limitations.** PROVIDER agrees to report any changes in its published child care rates or its Gold Seal status, if applicable. In the event that any information submitted by PROVIDER in Exhibit 5 changes, PROVIDER must notify COALITION in writing of the change 14 days prior to the change. COALITION may amend PROVIDER's reimbursement rate based on the information submitted by PROVIDER or any of the factors identified in this paragraph. COALITION must notify PROVIDER, in writing, of any change in reimbursement rate at least thirty (30) calendar days before the change is implemented.
53. **Rates and Fees for Parents.** PROVIDER acknowledges that it is prohibited from charging parents receiving SR services a higher rate than that charged to private pay parents. In addition to the parent co-payment assessed by COALITION, PROVIDER must provide the parent with a list of any fees it charges and, if applicable, written notice of the difference between the private pay rate and SR reimbursement, prior to the parent enrolling his/her child in PROVIDER's SR Program. PROVIDER is prohibited from charging any fees other than the parent co-payment or those fees provided to the parent on the fee list described above.
54. **Military Subsidies.** PROVIDER agrees that it will notify COALITION if it receives military subsidy payments through or from the Child Care Aware of America[®] (formally NACCRRRA) or any legal successor organizations, on behalf of any child enrolled in PROVIDER's SR Program. PROVIDER understands that its SR reimbursement rate may be changed as a result of receipt of such military subsidy payments. If PROVIDER fails to report receipt of such military subsidy payments, PROVIDER will be subject to fraud investigation for violation of the requirements of the SR Program.

- 55. Co-payment.** As required by s. 1002.84 (9), F.S., PROVIDER shall collect the assessed parent co-payment or graduated phase-out co-payment in accordance with Rule 6M-4.400, F.A.C., from the parent.
- a. Co-payment Amount or Graduated Phase-Out Co-payment Amount.** The amount of the co-payment or graduated phase-out co-payment which must be collected for each child is included on his or her child care certificate. In the event that an assessed parent co-payment or graduated phase-out co-payment is changed by COALITION, COALITION will send the PROVIDER written notice of the change. Only co-payment or graduated phase-out co-payment changes from the COALITION are valid.
 - b. Co-payment or Graduated Phase-out Co-payment Assessment and Collection.** Assessed parent co-payments or graduated phase-out co-payments are automatically deducted from PROVIDER's monthly reimbursement. PROVIDER is required to collect parent co-payments or graduated phase-out co-payments.
 - c. Co-payment or Graduated Phase-out Co-payment Documentation.** PROVIDER must give the parent a receipt for each co-payment or graduated phase-out co-payment made by the parent and retain receipt records for all child care co-payments or graduated phase-out co-payments. Upon request, PROVIDER shall provide a current accounting and copy of co-payment or graduated phase-out co-payment receipt records to the COALITON. COALITION will use this documentation to ensure parents who transfer their children to another child care PROVIDER have met their co-payment or graduated phase-out co-payment obligations before receiving additional School Readiness services.
- 56. Holiday Schedule.** PROVIDER agrees to follow the holiday schedule approved by COALITION for PROVIDER's program, which includes up to _____ days per year as set forth in Exhibit 6: Holiday Schedule and understands that these are the only holidays for which PROVIDER will receive reimbursement. Pursuant to Rule 6M-4.500, F.A.C., reimbursement may be made for up to twelve (12) recognized holidays per year.
- 57. Attendance Documentation.** PROVIDER agrees to document daily attendance and submit monthly attendance reports for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the third (3rd) business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next open payment cycle.
- 58. Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
- 59. Emergency Temporary Closure.** PROVIDER agrees all requests for compensation for temporary closures beyond PROVIDER's control will be handled in accordance with Rule 6M-4.501, F.A.C.

- 60. Disallowed Costs.** PROVIDER understands expenditures submitted for reimbursement shall be disallowed if PROVIDER does not adhere to the provisions governing the SR Program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the SR Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts and restitution.
- 61. Reconciliation.** PROVIDER agrees that, if the reconciliation of services and payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the repayment is fully offset, PROVIDER agrees to return the funds. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts.
- 62. Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))
- 63. Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use "Federal funds to supplement, [but] not [to] supplant non-Federal funds." (20 U.S.C., s. 6314(a)(3)(B))

VIII. FINANCIAL CONSEQUENCES

- 64. Financial Consequences.** As a result of PROVIDER's failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this contract or terminate the contract.

IX. NONDISCRIMINATION

- 65. Discrimination Prohibited.** PROVIDER agrees not to discriminate against children, families and staff on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. PROVIDER will comply with the terms of 45 C.F.R. §98.49 regarding non-discrimination against staff persons on the basis of religion.

X. NONCOMPLIANCE, PROBATION AND TERMINATION

- 66. Noncompliance Determination.**
- a. Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the SR Program as described in paragraph 5, or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing.

(“Corrective action” means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 76. Upon determining that the PROVIDER has satisfactorily completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this CONTRACT, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions accepted under the previous contract if the PROVIDER remains eligible to deliver the School Readiness Program and executes a new CONTRACT with the COALITION.

- b. Probation.** If COALITION concludes that PROVIDER has received a corrective action notice for the same violation two or more times or have had multiple corrective action plans within the contract year or if the corrective action plan is not completed within the prescribed timelines, PROVIDER shall be placed on probation for a period up to six (6) months. Probation may include one or more of the following conditions: training or staff development, monitoring or technical assistance by COALITION or submission of documentation related to the violation. COALITION must notify PROVIDER in writing of the terms and duration of the probation, including required timelines. The terms of the probation must correlate to the basis of the corrective action. If the PROVIDER has not satisfactorily completed the terms of its probation by the end of this CONTRACT, the PROVIDER will still be held accountable for the terms of the probation of the previous contract if the PROVIDER remains eligible to deliver the School Readiness Program and executes a new CONTRACT with the COALITION.

67. Termination for Cause.

- a. Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children or citation for a Class I violation by the Department of Children and Families or local licensing agency, as applicable (b) The material failure to comply with one or more of the terms of this Contract, including, but not limited to, failure to verify all new hires work authorizations status using E-Verify system as described in paragraph 7 above, failure to implement the Quality Improvement Plan, corrective action or comply with the terms of probation as described in paragraph 66 above; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 75.
- b. Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination

as described in paragraph 76. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

- 68. Emergency Termination.** COALITION must immediately terminate this Contract on an emergency basis upon notification by the Department of Children and Families (DCF) or local licensing agency of actions or inactions of a PROVIDER that pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's determination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 76.
- 69. Termination for Health and Safety Violations.** PROVIDER agrees that COALITION has the right to terminate this Contract based on Health and Safety violations, verified by the Department of Children and Families or if applicable, the Local Licensing Agency or United States Department of Defense, in accordance with ss. 1002.82 and 1002.84, F.S., and Rule 6M-4.620, F.A.C., and applicable adopted forms. This is considered termination for cause and is subject to the notice requirements of paragraph 67(b).
- 70. Termination and Revocation of Eligibility for Program Assessment.**
- a.** PROVIDER agrees that COALITION shall terminate this Contract if the PROVIDER refuses to participate in program assessment requirements, refuses to participate in Quality Improvement Plan or fails to maintain the Contract Minimum Threshold Score on the Program Assessment, in accordance with Rule 6M-4.741, F.A.C., for a period of up to five (5) years, unless the COALITION has determined the PROVIDER essential to meeting local child care capacity needs based on the Community Assessment as approved in the COALITION SR Plan pursuant to Rule 6M-9.115, F.A.C. Termination under this paragraph is subject to the notification requirements of Rule 6M-4.740, FAC.
- b.** In determining whether to revoke PROVIDER'S eligibility and the duration of the revocation, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.
- 71. Revocation of Eligibility.**
- a.** In accordance with s. 1002.88(2), F.S., if PROVIDER's Contract is terminated under paragraph 67, 68, or 69, COALITION may revoke PROVIDER's eligibility to deliver

the School Readiness Program for a period of five (5) years. The only statutorily authorized period of revocation is five (5) years (s.1002.88(2), F.S.). In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under contract with the COALITION, and whether the PROVIDER had previously violated the terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER. For multi-site providers, such as corporate chains or school districts, School Readiness program ineligibility is per site and may not apply to all locations unless specifically determined otherwise by the coalition.

- b. The PROVIDER agrees that in the event that this contract is terminated under the provisions of paragraphs 67, 68, or 69, and the PROVIDER'S eligibility is not revoked for a period of five (5) years under paragraph 70 part a, the parties may not enter into another contract for School Readiness services for the remainder of the contract term of this contract.

72. Termination of Contract by PROVIDER. PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given at least thirty (30) calendar days before the termination date in order for the COALITION to make alternative arrangements for uninterrupted services for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER. If PROVIDER unilaterally terminates this Contract during the pendency of an inquiry due to suspected noncompliance with parts V and VI of chapter 1002, of the Florida Statutes, and Chapters 6M, Florida Administrative Code, the COALITION may revoke the PROVIDER'S eligibility to offer the SR Program for a period of 5 years in accordance with s.1002.88(2), F.S., if the noncompliance is upheld by the early learning COALITION review committee.

73. Legislative Appropriation. Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented SR hours completed prior to termination of this Contract.

74. Eligible Child Care PROVIDER. In order to receive state or federal funds under this Contract, PROVIDER must be an eligible child care PROVIDER as defined under 45 C.F.R. §98.2. Failure to maintain status as an eligible child care PROVIDER shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 68. PROVIDER certifies that each location at which PROVIDER offers the SR Program is an

eligible child care PROVIDER. PROVIDER agrees to notify COALITION immediately if it ceases to be an eligible child care PROVIDER.

75. Fraud.

- a. Payment Certificate Fraud Investigation.** In accordance with s. 1002.82(8)(d), F.S., if it is determined that PROVIDER has given any cash or other consideration to the beneficiary in return for receiving a payment certificate, COALITION or its fiscal agent shall refer the matter to the Department of Financial Services pursuant to s. 414.411, F.S., for investigation.
- b. Suspension or Termination for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the School Readiness Program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 76. This review shall be limited to a determination of whether the COALITION has reasonable belief fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Division of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
- c. Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of five (5) years. In addition, COALITION shall refrain from contracting with, or using the services of, any PROVIDER that shares an officer or board director with a PROVIDER that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.
- d. Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a PROVIDER that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

- 76. Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 7: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER's School Readiness Contract is being examined.

77. **Severability of PROVIDER Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section X of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which location(s) previously part of this Contract has been removed by submitting an amendment on Form DEL-SR 20A. This Contract shall remain in full force and effect as to all other locations on Exhibit 1 which have not been stricken.
78. **Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XI. NOTIFICATION

79. **Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. **Providing notice to the COALITION of** changes in contact or program information within fourteen (14) calendar days.
 - b. **Providing notice to the COALITION of** a request for an additional program assessment in accordance with Rule 6M-4.740. PROVIDER acknowledges additional assessments are at the PROVIDER's expense. The cost of the additional program assessment charged by the coalition: _____.
 - c. **Providing notice to the COALITION of** temporary emergency closure by the close of business the first day that the closing occurs. Providing notice to the COALITION of subsequent reopening of the SR Program within two (2) business days of reopening.
 - d. **Providing notice to the COALITION of** permanent business closings or changes in business location or ownership must be reported at least thirty (30) calendar days prior to changes.
80. **CCR&R Participation.** PROVIDER agrees to update program and business information annually using the single statewide information system for inclusion in the Child Care Resource and Referral Network. PROVIDER agrees to provide the COALITION with up-to-date business and contact (including emergency contact) information on an ongoing basis throughout the contract year using the single statewide information system.
81. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed PROVIDERs, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect

against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is named party or defendant and which relates to the PROVIDERs operation at any location at which SR services are being provided.

82. Notification of Disqualification or Public Assistance Fraud.

- a. PROVIDER shall notify COALITION within five (5) calendar days if the PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a PROVIDER that is on the United States Department of Agriculture National Disqualified List.
- b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

83. Contact Persons.

- a. **COALITION Contact.** The representative for COALITION for the purposes of this Contract is _____ who can be contacted at _____ or by email at _____.
- b. **PROVIDER Contact.** The representative for PROVIDER for the purposes of this Contract is _____ who can be contacted at _____ or by email at _____.
- c. **Contact Change.** In the event that either party designates different representatives after execution of this Contract, notice of the name and contact information of the new representative will be rendered in writing to the other party within ten (10) calendar days of change.

XII. INDEMNIFICATION

- 84. **Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, the Division of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER's agents, subcontractors or employees' acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney's fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. If PROVIDER is a state agency, or subdivision thereof, as defined in s. 768.28(2), paragraph is limited to the extent permitted by s. 768.28, F.S.

XIII. SEVERABILITY

- 85. 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.

XIV. AMENDMENTS

- 86. Only Authorized Amendments.** No attachments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1: PROVIDER Location List; Exhibit 2: Required Documentation; Exhibit 3: Quality Improvement Plan Selection; Exhibit 4: Contracted Slots Program; Exhibit 5: PROVIDER Reimbursement Rates; Exhibit 6: Holiday Schedule; Exhibit 7: Due Process Procedures; and Form DEL-SR 20L, Form DEL-SR 20LE, or Form DEL-SR 20FFN, as described in paragraph 7. No amendments to this contract are authorized or permitted except for those amendments made with the execution of Form DEL-SR 20A (School Readiness PROVIDER Contract Amendments).

(Remainder of this page intentionally left blank.)

XV. EXECUTION OF CONTRACT

In accordance with s. 1002.88(1)(q), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the School Readiness Program including, but not limited to the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section X.

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

Signature of President/Vice President/ Secretary/Officer/Owner/Principal/or Other Authorized Representative <input type="checkbox"/> By Electronic Signature	Print Name
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Title	Date
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PROVIDER’s Additional Signatory (If required by the PROVIDER) <input type="checkbox"/> By Electronic Signature	Print Name
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Title	Date
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COALITION has caused this Contract to be executed as of the date set forth in paragraph 1.

Signature of Authorized COALITION Representative <input type="checkbox"/> By Electronic Signature	Print Name
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Title	Date
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** Electronic signature: By providing this electronic signature I attest that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I confirm that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

Exhibit 3: Quality Improvement Plan Selection

Provider Name: _____

1. Definitions

- (a) “Classroom” means to any well-defined room in which care is provided or classes are held; a room arranged with materials and equipment and set up as a learning space with intent to implement a plan of activities for the School Readiness program. The classroom provides a space where learning can take place uninterrupted by outside distractions. If floor to ceiling walls are not present, the classroom walls must be defined by stable barriers, and must adhere to the requirements for such barriers as established in Forms OEL-SR-6202, OEL-SR-6204, and OEL-SR-6206 as incorporated by reference in Rule 6M-4.620, F.A.C. Any classroom that is eligible to receive a School Readiness child enrollment at any time, is considered under this definition. Any classroom that serves children in the School Readiness program for less than two hours a day is not considered a “classroom” per this definition.
- (b) “Certified Coaching” 20 hours certified by a State College/University or from a nationally recognized early learning coaching program with five (5) years of experience in an early learning environment.

2. The COALITION shall require at least one but no more than two of the following continuous Quality Improvement Plan strategies for each selected personnel required to participate:

- (a) COALITIONS shall select the personnel required to participate in this quality improvement plan and the selected strategy.

Selection	Strategy	Description (summary)
<input type="checkbox"/> _____ PROVIDER Initials	CLASS Group Coaching (CGC) Training	Each selected instructor/director will complete either the CGC PreK 24-hour course or the CGC Infant/Toddler 24-hour course provided by the COALITION’s or its delegate’s CGC Specialist.

Selection	Strategy	Description (summary)
<input type="checkbox"/> _____ PROVIDER Initials	Early Childhood Training System (ECTS) Courses	Each selected instructor/director will successfully complete two Early Childhood Training System courses facilitated by the ELC. Course options include taking an online course alone, with TA coaching support and/or as a member of a COALITION-sponsored Community of Practice.
<input type="checkbox"/> _____ PROVIDER Initials	Professional Development	Each selected instructor/director shall register in the Florida Early Care and Education Professional Development Registry, generate a professional development plan in the registry and complete the required progression along the career pathway.
<input type="checkbox"/> _____ PROVIDER Initials	Certified Coaching Visits	Each selected classroom will participate in 20 hours of certified coaching provided by the ELC or its delegate.
<input type="checkbox"/> _____ PROVIDER Initials	20-hours of IACET- or DEL-approved training	Each selected instructor/director will register for and successfully complete 20 hours of International Association for Continuing Education & Training (IACET) approved training (or other DEL-approved CEU training) provided by the ELC or their delegate.

Selection	Strategy	Description (summary)
<input type="checkbox"/> _____ PROVIDER Initials	COALITION approved strategy	Description included in QIP Notice.

3. Completion Requirements

3.1 To maintain compliance with QIP, the PROVIDER’s selected instructors/directors must successfully complete each deliverable by the due date provided by the QIP Notice. In the event of turnover, the QIP notice shall be amended to reflect the current personnel.

4. Selected Strategy Requirements

This section details the requirements for the QIP strategies listed in section 2. PROVIDER agrees to and is responsible for performing the tasks, meeting the deliverables and submitting the evidence of completion for the QIP strategy components selected by the COALITION in Section 2. QIP Strategy Selection, in accordance with the QIP notice provided by the COALITION.

Note: PROVIDER is only responsible for performing those tasks and activities below that are related to the QIP strategies and optional resources checked and confirmed by PROVIDER’S initials in section 2. QIP Strategy Selection.

a. CGC Training

If COALITION has selected CGC training for the PROVIDER:

- i. PROVIDER agrees to purchase an CGC kit for each selected instructor/director. The COALITION will provide the PROVIDER with information about where it can purchase CGC kits. CGC kits are not reusable or shareable and must be purchased new each contract year.
- ii. PROVIDER shall require selected instructors/directors to complete CGC training. PROVIDER shall schedule CGC trainings with the COALITION and schedule time for selected instructors/directors to participate in CGC training provided by the COALITION or its delegate.
- iii. CGC PreK training consists of twenty-four (24) total hours of instruction provided to selected instructors/directors by a COALITION provided/delegated CGC specialist and an additional twelve (12) hours of self-study during the project term.
- iv. CGC infant/toddler training consists of twenty-four (24) total hours of instruction provided to selected instructors/directors by COALITION provided/delegated CGC specialist and an additional 12 hours of self-study during the project term.

- v. CGC trainings take place over several sessions and may span over weeks/months.
- b. Early Childhood Training System Courses (ECTS)
If COALITION has selected Early Childhood Training System courses for the PROVIDER:
- i. The PROVIDER'S selected instructors/directors are required to complete and pass two (2) ECTS online courses by the due dates identified within the QIP notice.
 - ii. Each ECTS course has a specific start and end date. Courses are facilitated by ECTS staff.
 - iii. COALITION will notify the PROVIDER regarding the approved ECTS courses including course registration, course start and course end dates.
 - iv. Prior to the course registration deadline, the PROVIDER will receive course registration codes from the COALITION based on the selected instructor's /director's classroom care level (infant, toddler or preschool).
 - v. To confirm registration, PROVIDER shall upload a screenshot from the ECTS for each selected instructor/director in the DEL-defined system indicating all instructors/directors have registered for training.
 - vi. Instructors/directors not registered by the course deadlines will not be able to participate in training and will result in the PROVIDER being considered out of compliance with this QIP.
 - vii. Selected instructors/directors shall, by the due date listed in the QIP Notice, upload into the DEL-defined system a certificate from the ECTS system as evidence of completion for each course completed during the required timeframe of this QIP.
- c. Professional Development
If COALITION has selected Professional Development for the PROVIDER:
- i. Each of the PROVIDER'S selected instructors/directors shall:
 1. Log in to the Florida Early Care and Education Professional Development Registry (Registry), create a registry account, and provide the required documentation and credentials necessary for determining professional development pathway placement.
 2. Generate a Professional Development (PD) Plan in the registry reflecting the next appropriate steps based on the instructors'/directors' pathway tier qualifications. Each plan will be unique depending on the instructor's/director's current qualifications and training/credentials.
See <https://training01-dcf.myflorida.com/studentsite/admin/signin>.
 - ii. To be eligible for this strategy, a practitioner must have completed all of the Career Pathways Foundational Child Care Training & Core Training as adopted in Rule 6M-4.735. The PROVIDER'S instructors/directors shall indicate on the PD Plan the training/credential/degree they will make progress toward completion. PROVIDER shall upload into the DEL-

defined system the completed PD plans for each instructor/director participating in professional development.

- iii. The PROVIDER’S instructors/directors shall register and begin classes/trainings as their PD plans reflect.
- iv. PROVIDER’S instructors/directors shall upload, into the DEL-defined system, an attestation of progress for their chosen credential/certification/degree/specialization per the QIP notice.
- v. Attestation must indicate minimum level of progress on the instructor’s/director’s chosen pathway, on official letterhead or other official documentation from the credential/certification/degree/specialization or training PROVIDER.
- vi. PROVIDER shall upload documentation that demonstrates each selected instructor/director made the required progress for the deliverable period in their professional development plan, unless exempt.
- vii. Instructors/Directors must achieve the following progress as it correlates to their appropriate pathway tier:

Option 1	Staff Credential Option	Career Pathway Designation
Deliverable 1	- Create/update a registry account - Generate a PD plan - Upload proof of staff credential program registration	Career Pathway EC/SA Educator I
Deliverable 2	- Upload attestation signed by program instructor and practitioner of program participation at halfway point of program	
Deliverable 3	-Upload official program certificate upon program completion	
Option 2	Infield Associate Degree	Career Pathway EC/SA Educator II
Deliverable 1	- Create/update a registry account - Generate a PD plan - Upload proof of program or course registration	Educator II
Deliverable 2	- Upload current course schedule to include practitioner contact information or attestation signed by program instructor and practitioner	
Deliverable 3	-Upload transcript showing at least six hours of college course requirements completed in timeframe of project year.	
Option 3	Formal EC Degree Option	Career Pathway EC/SA Educator III
Deliverable 1	- Create/update a registry account - Generate a PD plan - Upload proof of program or course registration	Educator III

Deliverable 2	- Upload current course schedule to include practitioner contact information or attestation signed by program instructor and practitioner	
Deliverable 3	- Upload transcript showing at least six hours of college course requirements completed in timeframe of project year.	
Option 4	Specialization	N/A
Deliverable 1	- Create/update a registry account - Generate a PD plan - Upload proof of program or course registration	
Deliverable 2	- Upload proof of program or course registration	
Deliverable 3	-Upload proof of completion of specialization requirements.	

d. Participate in Certified Coaching Visit(s) from the COALITION or Contracted Third-Party Vendor

If COALITION has selected Certified Coaching Visits for the PROVIDER:

- i. The PROVIDER agrees to coordinate with the ELC to develop a coaching visitation schedule totaling at least 20 hours per selected classroom.
- ii. Once the coaching visitation schedule is developed, the ELC will notify the PROVIDER regarding coaching visitation times and dates. Notification shall include date and time of coaching visit, coaching topic related to the visit, and estimated duration of visit.
- iii. Coaching topics may include teacher-child interactions, behavior management, classroom organization and management, child assessment and other topics related to early childhood and approved by DEL.
- iv. Selected instructors/directors shall meet with certified coaches per the schedule developed and agreed to by both parties.
- v. If the coaching model requires, PROVIDER shall make arrangements or provide a substitute instructor that will allow the selected instructor/director to meet face-to-face with the coach outside of the classroom.
- vi. PROVIDER shall attest where indicated in the DEL-defined system that each selected classroom completed the required coaching hours as indicated in the QIP notice.

e. 20-hour IACET- or DEL-approved Training

If COALITION has selected 20-hour IACET- or DEL-approved Training (training) for the PROVIDER:

- i. PROVIDER agrees to coordinate with the COALITION to register for training.
 - ii. Once the training schedule is developed, COALITION will notify the PROVIDER regarding training dates and times.
 - iii. Each of the PROVIDER'S selected instructors/directors shall complete the training requirements specified for the deliverable in the QIP Notice
 - iv. PROVIDER shall upload certificates of completion where indicated in the OEL-defined system documenting that each selected instructor/director completed the required training hours for the deliverable period. QIP Notice for required training hours per deliverable.
- 5. Notification of change in PROVIDER's personnel
 - a. If instructor/director turnover occurs during the term of the QIP or instructors/directors fail to complete the required timeframes, the PROVIDER must notify the ELC in writing within two (2) days of the deliverable due date passing. The PROVIDER must notify the COALITION of any changes in staff, any resulting change in classroom status (opening or closing) and any changes to instructor classroom assignment within five (5) business days of the changes occurring.
- 6. COALITION Responsibilities
 - a. For the strategy or strategies selected by COALITION in section 1. QIP Strategy Selection, COALITION will perform tasks below related to those selected strategies:
 - i. Provide or arrange for CGC training for the PROVIDER'S selected instructors/directors appropriate to the care levels of their assigned classrooms.
 - ii. Validate the PROVIDER'S required staff professional development progression for each deliverable.
 - iii. Schedule and provide certified coaching visits to each of the PROVIDER'S classrooms focusing on improving the PROVIDER'S CLASS observation scores at the times and places scheduled. Topics appropriate for coaching may include teacher-child interactions, behavior management, classroom organization and management, child assessment and other topics related to early childhood education.
 - iv. Schedule and provide or arrange for IACET- or DEL-approved training to selected instructors/directors at the times and places in the agreed to training schedule.
 - v. Communicate in writing to PROVIDER the ECTS course one and course two registration information, course start dates and course end dates.
 - b. COALITION agrees to:
 - i. For the strategies selected for the PROVIDER, confirm and validate in a timely manner that evidence of completion that PROVIDER has uploaded and submitted into the DEL-defined system as required.
 - ii. Communicate and follow up with PROVIDER regarding project timelines, timeliness and any missing deliverables documentation.
 - iii. Monitor any QIP deliverables submitted by the PROVIDER.
 - iv. Be available to meet with the PROVIDER'S staff as needed to keep PROVIDER informed about ongoing QIP activities.

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Exhibit 4: Contracted Slots Program

Provider Name: _____

A. Participation Requirements

1. PROVIDER Responsibilities

The PROVIDER shall:

- 1.1 Maintain status of current SR PROVIDER in good standing and in compliance with the terms and conditions of this Contract.
- 1.2 Provide services to participating children in accordance with this Contract and s.1002.82(2)(o), F.S.
- 1.3 Report vacancies within 5 business days of the first undocumented absence.

B. Compensation and Funding

1. Method of Payment

PROVIDER reimbursement for children participating in Contracted Slots will be in accordance with this Contract, Section VII, subsection 49.

2. Reimbursement Rates Established

PROVIDER agrees to accept the Contracted Slots reimbursement rates for the participating number of children established by the COALITION and identified within Exhibit 5. The Contracted Slots reimbursement rates will be paid once the contracted slot is filled:

- 2.1 For all scheduled days during this contract period for each child enrollment, regardless of whether the child is in attendance or not.
- 2.2 At the Contracted Slots Differential Daily Rates established in Exhibit 5 in addition to the reimbursement rates established within the SR PROVIDER Contract for the children identified as participating in Contracted Slots for days paid in accordance with the SR attendance rules.
- 2.3 At the Contracted Slots Full-Time Daily Rates established in Exhibit 5 for unexcused absences and vacancy days, up to a maximum of 60 consecutive calendar days for an absent child in a Contracted Slot, at the reimbursement rate for the care level of the child enrolled in the Contracted Slot prior to the vacancy/absence.

3. Restriction to Care Levels

- 3.1. Contracted Slots shall only be filled with children ages birth through five years old.
- 3.2. The SR child selected to receive a transferred Contracted Slot within the conditions of Section B, subsection 4.1 may be from a different care level than the child prior to the vacancy (restricted to ages birth through five years old).

4. Vacancies and Loss/Transfer of Contracted Slots

- 4.1. Upon notification of a vacancy, the COALITION must immediately take all actions necessary in an effort to fill the vacant Contracted Slot with another SR child (from the COALITION's wait list or existing child) as quickly as possible. In the event that the Contracted Slot is not filled after 60 consecutive calendar days, the COALITION may transfer the Contracted Slot to another eligible PROVIDER. If the PROVIDER has no

remaining Contracted Slots under this contract after a transfer has occurred, this will result in termination of the Contracted Slots Program.

- 4.2. The PROVIDER will lose the Contracted Slots payment for the total number of children identified in in this exhibit if it does not continue to meet terms and conditions of this exhibit. This will result in termination of the PROVIDER's contracted slots eligibility, and the balance of the PROVIDER's Contracted Slots will be transferred to another eligible PROVIDER.

5. Number of Contracted Slots.

The COALITION and PROVIDER will agree upon the number of contracted slots. The total number of contracted slots is _____.

6. Rates and Fees for Parents

PROVIDER is prohibited from charging the differential between the PROVIDER's private pay rate and the Contracted Slots reimbursement rates established in Exhibit 5. PROVIDER is prohibited from charging any fees to parents/families other than the parent co-payment or late fees.

Exhibit 5: Provider Reimbursement Rates

Provider Name: _____

Provider Operational Hours: _____

PROVIDER must mark the appropriate box below indicating the appropriate PROVIDER type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. PROVIDER must mark whether it requires the parent to pay the differential between the Reimbursement Rate and the private pay rate. Finally, PROVIDER must complete the table below marked “To be completed by PROVIDER.” COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation for children ages Birth-5? Yes No

Does PROVIDER have a Gold Seal Designation for school aged children? Yes No

PROVIDER’S Private Pay Rates

(To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates								
Part-Time Daily Rates								
Before or After School Rates	N/A	N/A	N/A	N/A				

If PROVIDER charges a registration fee please check one and provide the amount: \$ _____

One time fee upon enrollment.

Annual fee. Month _____, or upon enrollment _____, or other _____

Other Describe: _____

Does PROVIDER require the parent to pay the differential between the approved Reimbursement Rate and the PROVIDER’S Private Pay Rate? Yes No

COALITION ~~Maximum~~ Reimbursement Rates
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates								
Full-Time Gold Seal Daily Rates								
Part-Time Daily Rates								
Part-Time Gold Seal Daily Rates								
Before or After School Rates	N/A	N/A	N/A	N/A				

Quality Performance Incentive Rate: _____ %

Child Assessment Rate: _____ %

Contracted Slots Rate: \$ _____

Approved PROVIDER Reimbursement Rate* FULL TIME
(To be Completed by COALITION)

	Care Code	INF	TOD	2YR	PR3	PR4	PR5	SCH
	Description	<12 Months	12 <24 Months	24 <36 Months	36 <48 Months	48 <60 Months	60 <72 Months	In School
1	Provider's Private Pay Rates							
2	Coalition-Reimbursement Rates							
3	Approved Provider Reimbursement Rate without Gold Seal (Row 1 or 2, whichever is lower)							
4	Gold Seal Differential (Row 3 × percentage)							
5	Approved Provider Reimbursement Rate with Gold Seal (Row 3 + 4; amount cannot exceed Row 6)							
6	Provider's Private Pay Rates Upper Limit (Row 1 + 20%)							
7	QPI Differential Rate (Row 3 × tier percentage)							
8	Local QI Level Differential Rate (Row 3 × tier percentage)							
9	Total Payment Rate (Row 5 + 7 + 8)							
10	Contracted Slots Differential Rate (per child flagged for contracted slots)							

11	Child Assessment Differential Rate (Row 3 × tier percentage)							
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Approved PROVIDER Reimbursement Rate* PART TIME
(To be Completed by COALITION)

	Care Code	INF	TOD	2YR	PR3	PR4	PR5	SCH
	Description	<12 Months	12 <24 Months	24 <36 Months	36 <48 Months	48 <60 Months	60 <72 Months	In School
1	Provider's Private Pay Rates							
2	Coalition Reimbursement Rates							
3	Approved Provider Reimbursement Rate without Gold Seal (Row 1 or 2, whichever is lower)							
4	Gold Seal Differential (Row 3 × percentage)							
5	Approved Provider Reimbursement Rate with Gold Seal (Row 3 + 4; amount cannot exceed Row 6)							
6	Provider's Private Pay Rates Upper Limit (Row 1 + 20%)							
7	QPI Differential Rate (Row 3 × tier percentage)							
8	Local QI Level Differential Rate (Row 3 × tier percentage)							
9	Total Payment Rate (Row 5 + 7 + 8)							

10	Contracted Slots Differential Rate (per child flagged for contracted slots)							
11	Child Assessment Differential Rate (Row 3 × tier percentage)							

***VPK Wrap Rates will be calculated per child based on the child's full or part time unit of care and the Approved PROVIDER Reimbursement Rates for full or part time care, whichever is applicable, as indicated in the table above. For an explanation of how the VPK wrap rate is calculated by the statewide information system, reference Table 1 and Table 2 below.*

Table 1 displays the units of care used in the Statewide Information System.

TABLE 1 – School Readiness Units of Care		
Standard code for unit of care	Description of units of care	Maximum hours
PTL	Part time low (<i>fewer than 3 hours</i>)	3
PT	Part time (<i>3 or more hours but fewer than 6 hours</i>)	6
FT	Full time (<i>6 or more hours but fewer than 11 hours</i>)	11
FTPT	Full time and part time (<i>11 or more hours but fewer than 16 hours</i>)	16
FTFT	Full time and full time (<i>16 or more hours</i>)	20

Table 2 describes the steps for calculating the VPK Wrap Rate.

TABLE 2 – Calculation of Wrap-Around Payment Rates

1. Determine the child’s unit of care.	Reference Table 1 for unit of care and maximum hours.
2. Convert the provider’s daily rate to an hourly rate.	Daily rate/Maximum hours = Hourly rate
3. Determine the number of payable hours.	Maximum hours – VPK class hours = Payable hours
4. Multiply hourly rate by payable hours.	Hourly rate X payable hours = VPK Wrap Rate

****Special needs rate will be negotiated up to twenty (20) percent above the maximum approved base reimbursement rate established for infant care by the coalition pursuant to Rule 6M-4.500, F.A.C. The negotiated rate will be based on the level of care needed for an individual child.*

Effective Date of Rates Established in This Exhibit _____

Exhibit 7: Due Process Procedures

Provider Legal Name: _____

1. **Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.
2. **Request for Review Hearing.** If a provider disputes any action taken by the COALITION pursuant to the terms of the Statewide School Readiness Provider Contract, the provider may request a review hearing in writing by sending it to the contact person listed in the COALITION's action. A review hearing is a "meeting" for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the PROVIDER will have a reasonable opportunity to address COALITION staff-persons or sub-contractor staff regarding the Coalition's action and to present supporting evidence before a Review Hearing Committee. PROVIDER may have an attorney present at the review hearing to represent or advise the provider.
 - a. **Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of PROVIDER; the specific action by the COALITION that the PROVIDER disputes, the specific reasons for the PROVIDER's belief; and whether the PROVIDER will be represented by an attorney or another individual during the review hearing.
 - b. **Request Time.** The PROVIDER's request for a review hearing must be submitted in writing to the COALITION within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.
 - c. **Supporting Documentation.** The PROVIDER must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.
3. **Implementation of Review.** If the COALITION receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.
 - a. **Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the COALITION must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If all attempts have been made by the COALITION to schedule among the selected Review Hearing Committee members potential dates for the hearing

and neither provider representative from the Coalition Board is available, then the requirement for a provider representative will be waived for this hearing and the minutes of the Review Hearing Committee will document that the Coalition made every attempt to have a provider representative member included but was unable to do so for this hearing.

b. Response to Request for Review Hearing. Within five (5) business days of receipt of the request for review hearing, the COALITION must respond to the PROVIDER in writing, return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the COALITION or via any method of telecommunications, as long as the public is given reasonable access to observe and participate. Finally, the notice must state whether or not all of the COALITION staff persons or sub-contractor staff whom the PROVIDER wishes to have present during the hearing will be made available. If any individual who the PROVIDER requested to have present is not available, the COALITION must make available an individual who is qualified to address the subjects the PROVIDER wished the individual to address.

c. Date and Location Selection. Within five (5) business days of receipt of the response to a request for review hearing, the PROVIDER must inform the COALITION of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the PROVIDER is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the COALITION to select a mutually agreed upon date for the review hearing. If the PROVIDER does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.

d. Conducting the Review Hearing. The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question COALITION staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The COALITION will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. Review Hearing Committee Decision. Following completion of the presentation by the PROVIDER and the COALITION, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its' deliberations, the Review Hearing Committee must determine:

- i.** If the determination made by the COALITION was correct, in whole or in part, or incorrect.
- ii.** If no part of the determination made by the COALITION was correct, then PROVIDER is not required to take further action.

- iii. If any part of the determination made by the COALITION is correct, the Committee must identify the portion(s) determined to be correct and as applicable, decide:
 - A. If corrective action is necessary, that the PROVIDER must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s); or
 - B. If the PROVIDER's School Readiness Contract or eligibility to offer the School Readiness Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared. The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. The dates for either corrective action to be completed, or termination of eligibility to offer the School Readiness [Voluntary Prekindergarten] Program shall be included in the notice. The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within ten business days of the conclusion of the Review Hearing.