

# CSC PROVIDER CONTRACT

## FISCAL YEAR 2018/2019



This Contract is made and entered into this 1 day of July, 20 18, by and between the Early Learning Coalition of Palm Beach County (herein referred to as "COALITION"), and CITY OF DELRAY BEACH (POMPEY PARK COMMUNITY CENTER) (herein referred to as "PROVIDER"), with its principal offices located at 50 NORTH WEST 1ST AVENUE DELRAY BEACH, FL 33444.

In consideration of the mutual terms, conditions, promises, covenants and payments set forth, the Coalition and the Provider agree to as follows:

### 1. SCOPE OF SERVICES

1.1 **Purpose** Provider agrees to comply with the terms and conditions of this Contract in order to be eligible to participate in the Children's Services Council of Palm Beach (CSCPBC) Scholarship Program. This contract is to engage an eligible provider to provide Scholarship services to eligible Scholarship Children. The provider will receive payment based on the CSCPBC eligibility guide.

1.2 **School Readiness** -The Provider agrees to comply with the specific terms and conditions of the State of Florida Statewide School Readiness Provider Contract and State of Florida Statewide School Readiness Provider Contract Licensed Provider Responsibilities ("Contracts") and any addendums to the Contracts. The Contracts and their respective terms and conditions are hereby incorporated herein and specifically made a part of this CSCPBC Agreement. The Contracts are specifically referenced below:

1. State of Florida Statewide School Readiness Provider Contract (Form OEL-SR 20)
2. State of Florida Statewide School Readiness Provider Contract Licensed Provider Responsibilities (Form OEL-SR-20L) or State of Florida Statewide School Readiness Provider Contract Licensed Exempt Provider Responsibilities (Form OEL-SR 20LE)

1.3 **Program Requirements** In addition to the laws, rules and requirements, referenced in the **School Readiness** section 1.2 above, the Provider agrees to the following Scholarship Program Requirements, as applicable:

**Provider is operating as (Initial all that apply):**

☐

**Member of the Strong Minds Network (All Sections Apply)**

☒

**Member of Prime Time Afterschool QIS (All Sections Apply)**

☐

**Member of neither Strong Minds or Primetime, serving children funded with Scholarship Program, pursuant to the CSCPBC Scholarship Eligibility Guide. (Only Sections 2,3,4,5,6 Apply)**

### 1.4 Scholarship Program Requirements

#### 1.4.1 Afterschool Program Participation

- a. Be an active participant in Prime Time Palm Beach County's QIS (Quality Improvement System).
- b. Remain active in Prime Time's QIS. Active Participation in Prime Time's QIS is defined by: completion of annual external assessments; quarterly progress checks documented by a Prime Time Quality Advisor; full participation in Parts I and II of self-assessment; completion of a Program Improvement Plan within 90 days of external assessments and a signed MOA annually between Prime Time Palm Beach County and the PROVIDER. The PROVIDER shall not be eligible for new CTCA Scholarship funds if it fails to comply with this paragraph 6 CSC Scholarship Provider Contract (March 2017)

**1.4.2 Preschool Program Participation**

- a. PROVIDERS that were previously active in Quality Counts but are not participating in Strong Minds with In-Network status are not eligible for new enrollments but are able to maintain current enrollments.
- b. PROVIDERS that are in Strong Minds with In-Network status are eligible for new CSC Scholarship enrollments.
- c. PROVIDERS that are terminated in Strong Minds will not be eligible for new enrollments but will be able to maintain current enrollments.

**2. MAINTENANCE OF RECORDS, DATA AND CONFIDENTIALITY**

- 2.1 Developmental Screenings.** PROVIDER acknowledges that PROVIDER is responsible for conducting developmental screenings for each child aged six weeks to kindergarten eligibility. PROVIDER must collaborate with COALITION to complete initial screening for each child, aged six weeks to kindergarten eligibility, within forty-five (45) days after the child's first or subsequent enrollment, to identify a child who may need individualized supports. PROVIDER acknowledges that COALITION is responsible for initiating individualized services, including but not limited to providing referrals, based on child screening results. Records relating to any screening or assessment coordinated or administered by the Provider, including but not limited to developmental screenings, shall be maintained for six (6) years after the date the child is last enrolled with the Provider. **\*\* (Not applicable for School Age Children)**

**Subsequent Screenings.** PROVIDER acknowledges that PROVIDER is responsible for subsequent screenings. Subsequent screening will be conducted at a minimum, twice a year in the month of the child's birthday or at time of redetermination and only with parental consent. **\*\* (Not applicable for School Age Children)**

- 2.2 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 CSC Scholarship program. The records must be maintained for audit purposes for a period of **six (6) 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.
- 2.3 Confidentiality** Provider agrees to the confidentiality of child and family records. The Provider shall not use or disclose any information concerning a client served under the Agreement for any purpose not in conformity with federal and state laws and regulations except with the written consent of the client or his/her responsible parent or guardian, or when authorized by law. 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. Individuals and organizations eligible to receive records to include the Provider, the Parent, the Coalition and the Children Services Council of Palm Beach County. The Provider agrees to establish and maintain reasonable procedures and controls for safeguarding records so that no information contained in the Provider's records or obtained from others carrying out the terms of the Agreement, shall be used by or disclosed by the Provider, its agents, officers or employees, except as provided by law. It shall be the responsibility of the Provider to take all reasonable steps necessary to implement promptly such procedures and controls in order to protect the privacy of a client receiving services under a program provided hereunder and in order to ensure the maintenance of confidentiality for any medical or other information pertaining to such client.

**3. TERM AND TIME OF PERFORMANCE**

- 3.1 Effective date** The term of this Agreement shall begin on July 1, 2018, or the date on which the last party has signed the agreement, whichever is later.
- 3.2 Ending date** This agreement shall end on June 30, 2019, unless the agreement is terminated earlier as provided per the School Readiness agreements per section 1.1

#### **4. COMPENSATION**

4.1 **Method of Payment** The Provider will be reimbursed for eligible child attendance based on the terms outlined in section IV. Compensation and Funding per the School Readiness Contract noted in section 1.1 above.

4.2 **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. For the attendance month of September 2018 PROVIDER agrees to report to Coalition any discrepancy, overpayment or underpayment by October 19, 2018. Any discrepancy reported after this date will not be processed and paid.

#### **5. Monitoring.**

5.1 COALITION will monitor PROVIDER for compliance with this Contract. PROVIDER will be monitored in accordance with the COALITION monitoring plan, or in response to a parental complaint.

5.2 **Physical Access.** PROVIDER agrees to allow the Children's Services Council, 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 Scholarship Program during normal business hours, except as otherwise restricted by government facilities.

5.3 **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors, the Department of Children and Families or Local Licensing Agency, if applicable, the Children's Services Council to inspect and copy records pertaining to the Scholarship Program during normal business hours and upon request by COALITION, the Department of Children and Families, or Local Licensing Agency, if applicable, the Children's Services council. Records that are stored off-site shall be provided within seventy-two (72) hours.

#### **6. Termination forCause.**

6.1 **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;  
(b) The material failure to comply with one or more of the terms of this Contract, including, but not limited to, failure to implement corrective action or comply with the terms of probation as described in paragraph 56 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 63.

6.2 **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 the School Readiness Contract referenced in section 1.2 above. 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.

6.3 **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 the School Readiness contract referenced in section 1.2 above.

6.4 **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 Local

Licensing Agency, if applicable, in accordance with ss. 1002.82 and 1002.84, F.S., and Rule 6M-4.620, F.A.C., and applicable adopted forms.

**7. EXECUTION OF CONTRACT**

Provider has caused this contract to be executed as of the date set forth in Section 2.1. By signing below the Provider hereby certifies that Provider has read and understood this contract, and the School Readiness terms and conditions referenced in Section 1.2. Provider certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the School Readiness program and the Scholarship program, including but not limited to the requirements of this contract and all terms incorporated by reference, shall result in corrective action, withholding of funds or termination of this contract at the discretion of the Coalition in accordance with Section 6.

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

**FOR THE PROVIDER:**

\_\_\_\_\_  
Signature of President/Vice President/  
Secretary/Officer/Owner/Principal/or Other  
Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider's Additional Signatory (if required  
by PROVIDER)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FOR THE COALITION:**

\_\_\_\_\_  
Signature of Coalition Representative

**Warren Eldridge**

\_\_\_\_\_  
Print Name

**Chief Executive Officer**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date