



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

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 1 day of July, 2019, by and between the Early Learning Coalition of Palm Beach County (herein referred to as "COALITION"), and City of Delray Beach doing business as (if applicable), City of Delray Beach

(herein referred to as "PROVIDER"), with its principal offices located at 50 NW 1st Ave Delray Beach, FL 33444-2610 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. **Employer Identification Number.** Insert PROVIDER's EIN or SSN here: 596000308. PROVIDER's EIN or SSN 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 Office 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 July 1, of the fiscal year (2019) 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 (COALITION select one) ☒ June 30th of the fiscal year

20 ²⁰ or ☐ the last day of the month twelve (12) months after the effective date of the contract as indicated herein.

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 OEL-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 OEL-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 OEL-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 OEL-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 OEL-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 OEL-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 OEL-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 OEL-SR 20FFN is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

- 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 70 of this contract.
- e. **Eligibility pursuant to ss. 1002.82 and 1002.84, F.S.** PROVIDER represents that PROVIDER must have a pre-contractual inspection conducted by the Department of Children and Families or local licensing agency (as applicable) 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 prior to contracting in accordance with Rules 6M-4.740 and 6M-4.741, F.A.C.

The COALITION has determined the PROVIDER is exempt from the program assessment requirement pursuant to Rule 6M-4.740, F.A.C.

☒Yes ☐No

The PROVIDER waives the PROVIDERS exemption and agrees to comply with the requirements of Rule 6M-4.740, F.A.C.

☐Yes ☒No

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 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 Office 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. 402.305(5), (6), and (7), 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.

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.

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

☐ Yes ☒ No

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:
n/a

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: _____
n/a _____, 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.** PROVIDER acknowledges that Provider is responsible for conducting developmental screenings for each child aged six weeks to kindergarten eligibility in accordance with Rule 6M-4.720, F.A.C. In accordance with s. 1002.88(1)(i), F.S., 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 supports, including but not limited to providing referrals, based on child screening results. 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.

Subsequent Screenings. PROVIDER acknowledges that Provider is responsible for subsequent screenings. Subsequent screening will be conducted at a minimum, annually in the month of the child's birthday or at time of 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 54.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. **Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(p), 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.floridaeearlylearning.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(5) and (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 statewide information system.

☐ Yes ☒ No

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 COALITION; at the rates specified in Exhibit 5: Provider Reimbursement Rates; and documented through an approved monthly attendance report
	Instruction and activities per the requirements in section III		
	Health and safety activities per the requirements in section III		
	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 aged six weeks to kindergarten eligibility per the requirements in section III.	Within 45 days after the child's first or subsequent enrollment	
Proof of Developmental Screening (continued)	Subsequent screenings conducted annually in month of child's birthday.	Annually	

Deliverable	Tasks and Activities	Due Date	Payment
	<p>PROVIDER shall submit the child's screening results to the COALITION</p> <p>Enter the data into an electronic system</p> <p>PROVIDER shall provide in writing the screening results for each child to the child's parent.</p>	<p>Within thirty (30) calendar days of completion of screening</p> <p>Within sixty (60) calendar days after screening</p>	

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. COALITION shall give notification to PROVIDER a minimum of thirty (30) calendar days prior to the date the child must be screened. 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(6)(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 pre-assessment or post-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.
 - 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 Office 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 Office 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 Office 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, Office 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 which is the lesser of the COALITION maximum reimbursement rate established by COALITION and approved by Office 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 identified in Exhibit 5 for all care levels which have received a Gold Seal Quality Designation. The reimbursement rate for the Gold Seal differential may be up to twenty (20) percent above an early learning coalition's approved reimbursement rate for each care level and unit of care.
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 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., as identified in Exhibit 5.
49. **Contracted Slots Rate.** Eligible PROVIDERS, pursuant to paragraph 8 of this contract will receive the Contracted Slots Rate 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(5)(a) and (b), F.A.C.
51. **Rate Changes and Limitations.** PROVIDER agrees to report any changes in its published child care rates or its Gold Seal status, if applicable. PROVIDER acknowledges that COALITION is prohibited from paying an Approved Provider Reimbursement Rate included in Exhibit 5 of this contract, which would exceed PROVIDER's private payment rate. In the event that any information submitted by PROVIDER in Exhibit 5 changes, PROVIDER must notify COALITION in writing of the change no later than close of business on the day of 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.
52. **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.

53. **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 NACCRRA) 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.
54. **Co-payment.** As required by s. 1002.84(8), 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 COALITION. 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.
55. **Holiday Schedule.** PROVIDER agrees to follow the holiday schedule approved by COALITION for PROVIDER's program, which includes up to 12 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.
56. **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.

57. **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.
58. **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.
59. **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.
60. **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.
61. **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))
62. **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

63. **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

64. **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

65. 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 75. 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.

66. 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 implement the Quality Improvement Plan, corrective action or comply with the terms of probation as described in paragraph 65 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 74.
- 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 75. 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.

- 67. 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 75.
- 68. 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. This is considered termination for cause and is subject to the notice requirements of paragraph 66(b).
- 69. 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. This is considered termination for cause and is subject to the notice requirements of paragraph 66(b).
 - 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.
- 70. Revocation of Eligibility.**

 - a. In accordance with s. 1002.88(2), F.S., if PROVIDER's Contract is terminated under paragraph 66, 67, or 68, 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.

- b. The PROVIDER agrees that in the event that this contract is terminated under the provisions of paragraphs 66, 67, or 68, 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.

- 71. **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.
- 72. **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.
- 73. **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 67. 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.
- 74. **Fraud.**
 - a. **Payment Certificate Fraud Investigation.** In accordance with s. 1002.82(6)(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 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 75. 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 Office 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.
- 75. 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.
- 76. 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 OEL-SR 20A. This Contract shall remain in full force and effect as to all other locations on Exhibit 1 which have not been stricken.
- 77. 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

- 78. 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** temporary emergency closings of the SR Program within two (2) calendar days.
 - c. 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.
- 79. CCR&R Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.
- 80. 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.
- 81. 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.
- 82. Contact Persons.**
- a. Coalition Contact.** The representative for COALITION for the purposes of this Contract is Gina Carello who can be contacted at 561-214-7451 or by email at gina.carello@elcpalmbeach.org.

- b. **Provider Contact.** The representative for PROVIDER for the purposes of this Contract is Tonya Smith who can be contacted at 561-243-7000 ext 5110 or by email at smithtc@mydelraybeach.com.
- 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

83. **Indemnification.** PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, the Office 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

84. **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

85. **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 OEL-SR 20L, Form OEL-SR 20LE, or Form OEL-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 OEL-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**

☐ By Electronic Signature

Print Name

Title

Date

**Provider's Additional Signatory (If required by
the Provider)**

☐ By Electronic Signature

Print Name

Title

Date

COALITION has caused this Contract to be executed as of the date set forth in paragraph 1.

Warren Eldridge

**Signature of Authorized Coalition
Representative**

☒ By Electronic Signature

Chief Executive Officer

Print Name

Title

Date

Exhibit 1: Provider Location List

Provider Name: City of Delray Beach

If PROVIDER is executing this Contract on behalf of one physical location, mark this Exhibit “Not Applicable” in the box below.

☐ Not Applicable.

If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) Program providers or if PROVIDER is executing a single Contract on behalf of multiple private SR sites within COALITION’s service area, PROVIDER shall complete a Provider Location List in a table format with the following columns:

- A. Location Number (optional)
- B. Location Legal Name
- C. Doing Business As Name (if applicable)
- D. Physical Address
- E. Employer Identification Number (EIN)
- F. Curriculum (Date/Edition)
- G. Character Development (Date/Edition)
- H. Official Use Only (for coalition use)

The COALITION will only contract with locations that are eligible to offer the SR Program.

Exhibit 2: Required Documentation

Provider Name: City of Delray Beach

PROVIDER must mark the appropriate box in each section or subsection below. In addition, if PROVIDER is executing this Contract on behalf of multiple public schools or private provider sites, PROVIDER must mark the documentation with the corresponding Location Number from Exhibit 1.

1. Private Child Care Rates

- ☒ PROVIDER has provided a copy of its private child care rate information to COALITION with this Contract.

2. Gold Seal Rates

- ☐ PROVIDER has provided a copy of documentation with appropriate age designation related to its Gold Seal status, if applicable, to COALITION with this Contract.
- ☒ PROVIDER does not possess a Gold Seal Quality Care Designation.

3. Documentation of Eligible Child Care Provider

Private SR Providers

- ☒ PROVIDER has provided a copy of its Certificate of Licensure which includes a DCF identification number.
- ☐ PROVIDER has provided a copy of its Letter of Confirmation which includes a DCF exemption number and explains the nature of the exemption.
- ☐ PROVIDER has provided a copy of its certificate of accreditation.
- ☐ PROVIDER certifies that it is not regulated by DCF and therefore does not require documentation from DCF.
- ☒ PROVIDER has provided evidence of liability insurance.

Public School, Private School, and Charter School SR Providers

- ☐ PROVIDER is a public school and has provided a copy of documentation showing its school district and public school number.
- ☐ PROVIDER is a private school and has provided a copy of its Certificate of Licensure which includes a DCF identification number or a Letter of Confirmation which includes a DCF exemption number.
- ☐ PROVIDER is a charter school and has provided a copy of its charter which includes preschool aged children as a service population and documentation showing its school district and school number.
- ☐ PROVIDER has provided evidence of liability insurance.

4. Specialized Program Type

- ☐ PROVIDER offers the Head Start program.
- ☒ PROVIDER does not offer the Head Start program.

5. ☒ IRS W-9 Form (Request for Taxpayer Identification Number).

6. ☒ Signature authority delegated.

7. ☒ Current Sunbiz print-out identifying the office, director or authorized person(s), if applicable.

Exhibit 3: Quality Improvement Plan Selection

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	MMCI Training	Each selected instructor/director will complete either the MMCI PreK 24-hour course or the MMCI Infant/Toddler 24-hour course provided by the Coalition’s or its delegate’s MMCI Specialist.

Selection	Strategy	Description (summary)
<input type="checkbox"/> <hr/> Provider Initials	Early Childhood Training System (ECTS) Courses	Each selected instructor/director will 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"/> <hr/> 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"/> <hr/> 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"/> <hr/> Provider Initials	20-hours of IACET- or OEL-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 OEL-approved CEU training) provided by the ELC or their delegate.
<input type="checkbox"/> <hr/> Provider Initials	Coalition approved strategy	Description included in QIP Notice.

3. Substantial Completion Requirements

3.1 To maintain compliance with QIP, the Provider's selected instructors/directors must successfully complete each benchmark deliverable by the due date or extension

period 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. Making the Most of Classroom Interactions (MMCI) Training

If COALITION has selected MMCI training for the PROVIDER:

- i. PROVIDER agrees to purchase an MMCI kit for each selected instructor/director. The COALITION will provide the PROVIDER with information about where it can purchase MMCI kits. MMCI kits are not re-usable or shareable and must be purchased new each contract year.
- ii. PROVIDER shall require selected instructors/directors to complete MMCI training. PROVIDER shall schedule MMCI trainings with the COALITION and schedule time for selected instructors/directors to participate in MMCI training provided by the COALITION or its delegate.
- iii. MMCI PreK training consists of twenty-four (24) total hours of instruction provided to selected instructors/directors by a COALITION provided/delegated MMCI specialist and an additional twelve (12) hours of self-study during the project term.
- iv. MMCI infant/toddler training consists of twenty-four (24) total hours of instruction provided to selected instructors/directors by COALITION provided/delegated MMCI specialist and an additional 12 hours of self-study during the project term.
- v. MMCI 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 OEL-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 OEL-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 http://www.floridaeearlylearning.com/providers/professional_development/professional_development_registry.aspx
- ii. To be eligible for this strategy, a practitioner must have completed all SR introductory training requirements 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. 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 OEL-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 OEL-defined system, an attestation of progress for their chosen credential/certification/degree 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 or training provider.

- vi. PROVIDER shall upload documentation that demonstrates each selected instructor/director made the required progress for the benchmark 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
Benchmark 1	<ul style="list-style-type: none"> - Create/update a registry account - Generate a PD plan - Upload proof of staff credential program registration
Benchmark 2	- Upload attestation signed by program instructor and practitioner of program participation at halfway point of program
Benchmark 3	Upload official program certificate upon program completion
Option 2	Advanced Credential Option
Benchmark 1	<ul style="list-style-type: none"> - Create/update a registry account - Generate a PD plan - Upload proof of staff advanced credential program registration
Benchmark 2	- Upload attestation signed by program instructor and practitioner of program participation at halfway point of program
Benchmark 3	Upload official program certificate upon completion
Option 3	Formal EC Degree Option
Benchmark 1	<ul style="list-style-type: none"> - Create/update a registry account - Generate a PD plan - Upload proof of program or course registration
Benchmark 2	- Upload current course schedule to include practitioner contact information or attestation signed by program instructor and practitioner
Benchmark 3	Upload transcript showing at least six hours of college course requirements completed in timeframe of project year.
Option 4	EC Specialization Option
Benchmark 1	<ul style="list-style-type: none"> - Create/update a registry account - Generate a PD plan - Upload proof of program or course registration
Benchmark 2	<ul style="list-style-type: none"> - Upload proof of program or course registration - Upload current course schedule to include practitioner contact information or attestation signed by program instructor and practitioner
Benchmark 3	Upload transcript showing at least 6 hours of college course requirements completed in timeframe of project year.

- 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 OEL.
- 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 OEL-defined system that each selected classroom completed the required coaching hours as indicated in the QIP notice.

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

If COALITION has selected 20-hour IACET- or OEL-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 benchmark 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 benchmark period. QIP Notice for required training hours per benchmark.

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 benchmark 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 MMCI 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 benchmark.
 - 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 OEL-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 OEL-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.

THIS SPACE LEFT BLANK INTENTIONALLY

Exhibit 4: Contracted Slots Program

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.
- 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:

- 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.

- 5.1. The Coalition and Provider will agree upon the number of contracted slots for each care level are identified below:

Number of contracted slots for

Infants: 0 _____

Number of contracted slots for

Toddlers: 0 _____

Number of contracted slots for 2 year

olds: 0 _____

Number of contracted slots for 3 year

olds: 0 _____

Number of contracted slots for 4 year

olds: 0 _____

Number of contracted slots for 5 year

olds: 0 _____

Number of contracted slots for school-

age: 0 _____

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 RatesProvider Name: City of Delray BeachProvider Operational Hours: 2:00pm-6:00pm

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 Copayment 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 0-5? ☐ Yes ☒ NoDoes 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	(PR3) 36<48	(PR4) 48<60	(PR5) 60<72	(SCH) In School	(SPCR) Special Needs If applicable
Full-Time Daily Rates						\$12.50	\$12.50	
Part-Time Daily Rates						\$11.00	\$11.00	
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: \$ 25.00☐ One time fee☒ Annual fee☐ 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	\$30.20	\$26.51	\$22.98	\$22.53	\$22.30	\$22.30	\$19.86	\$30.20
Full-Time Gold Seal Daily Rates	\$36.24	\$31.82	\$27.57	\$27.03	\$26.76	\$26.76	\$23.83	\$36.24
Part-Time Daily Rates	\$24.06	\$22.76	\$18.28	\$17.83	\$17.61	\$17.61	\$10.44	\$24.06
Part-Time Gold Seal Daily Rates	\$28.87	\$27.32	\$21.94	\$21.40	\$21.13	\$21.13	\$12.53	\$28.87
Before or After School Rates								

Quality Performance Incentive Rate: 0 %

Child Assessment Rate: 0 %

Contracted Slots Rate: 0 %

Cost of Additional Program Assessment conducted by the Coalition: \$ n/a

Approved PROVIDER Reimbursement Rate*
(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 If applicable
Full-Time Daily Rates						\$12.50	\$12.50	
Part-Time Daily Rates						\$11.00	\$10.44	
Before or After School Rates		N/A	N/A	N/A				

**Note: The Approved PROVIDER Reimbursement Rate PROVIDER will be paid shall not exceed PROVIDER's Private Pay Rates for each category.*

***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.*

Effective Date of Rates Established in This Exhibit 7/1/2019

Exhibit 6: Holiday ScheduleProvider Name: City of Delray Beach

Holiday	Date Observed
Independence Day	7/4/2019
Labor Day	9/2/2019
Thanksgiving Day	11/28/2019
Christmas Day	12/25/2019
New Year's Day	1/1/2020
Memorial Day	5/25/2020

If the holiday falls on a Saturday, the holiday is observed on the Friday preceding the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday following the holiday.

Exhibit 7: Due Process Procedures

Provider Legal Name: City of Delray Beach

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.



**STATE OF FLORIDA
STATEWIDE SCHOOL READINESS PROVIDER CONTRACT
LICENSED PROVIDER RESPONSIBILITIES
FORM OEL-SR 20L**

I. PARTIES AND PROVIDER TYPE

1. **Parties.** This document is executed as an attachment to the Contract made and entered into the 1st _____ day of July _____, 2019, by and between the Early Learning Coalition of Palm Beach County (herein referred to as "COALITION"), and City of Delray Beach (herein referred to as "PROVIDER").
2. **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), Florida Statutes (F.S.). This form is designed for use by licensed providers. PROVIDER must check the box to indicate PROVIDER's type:
 - ☐ A child care facility licensed under s. 402.305, F.S.
 - ☐ A family day care home licensed or registered under s. 402.313, F.S.
 - ☐ A large family child care home licensed under s. 402.3131, F.S.
 - ☒ A before-school or after-school program described in s. 402.305(1)(c), F.S., which has elected to be licensed.

II. LICENSED PROVIDER RESPONSIBILITIES

1. **Health and Safety.**
 - a. In accordance with s. 1002.88(1)(c), F.S., PROVIDER agrees to offer basic health and safety of its premises and facilities and compliance with requirements for age-appropriate immunizations of children enrolled in the school readiness program. PROVIDER's compliance with ss. 402.305, 402.3131, or 402.313, F.S., satisfies this requirement.
 - b. In accordance with s. 1002.88(1)(c), F.S., PROVIDER agrees to comply with the health and safety standards and checklist(s) established pursuant to ss. 1002.82, F.S., and Rule 6M-4.620, F.A.C., and verified by the Department of Children and Families or, if applicable, Local Licensing Agency.
 - c. In accordance with s. 1002.88(1)(e), F.S., PROVIDER agrees to employ child care personnel, as defined in s. 402.302(3), who have satisfied the screening requirements of Chapter 402 and fulfilled the training requirements of the Office pursuant to Rule 6M-4.620, F.A.C.
2. **Group Size and Staff to Children Ratio.** In accordance with s. 1002.88(1)(d), F.S., PROVIDER agrees to maintain the required group size and staff to child ratio in accordance with ss. 402.305(4), 402.302(8), or 402.302(11), F.S., as verified pursuant to s. 402.311, F.S.

3. Insurance.

a. General liability insurance. In accordance with s. 1002.88(1)(m), F.S., PROVIDER agrees to maintain general liability insurance and provide the coalition with written evidence of general liability insurance coverage, including coverage for transportation of children if school readiness program children are transported by the PROVIDER. PROVIDER must obtain and retain an insurance policy that provides a minimum of \$100,000 of coverage per occurrence and a minimum of \$300,000 general aggregate coverage. PROVIDER must add the coalition as a named certificateholder and as an additional insured. PROVIDER must provide COALITION with a minimum of ten (10) calendar days' advance written notice of cancellation of or changes to coverage. The general liability insurance required by this paragraph must remain in full force and effect for the entire period of this Contract.

b. Limitations on indemnification. In accordance with s. 1002.88(1)(p), F.S., if PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), F.S., PROVIDER agrees to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28, F.S. PROVIDER shall indemnify COALITION to the extent permitted by s. 768.28, F.S.

4. Substitute Instructors. In accordance with s. 1002.83(14), F.S., COALITION may request a list of all individuals currently eligible to act as a substitute teacher from a school district. PROVIDER may employ individuals listed as substitute instructors for the purpose of offering the school readiness program, the Voluntary Prekindergarten Education Program, and all other legally operating child care programs.

Exhibit 1: PROVIDER LOCATION LIST

A. LOCATION #	B. LOCATION LEGAL NAME	C. DOING BUSINESS AS NAME	D. PHYSICAL ADDRESS	D. PHYSICAL ADDRESS	D. PHYSICAL ADDRESS	E. EIN NUMBER	F. CURRICULUM (DATE/EDITION)	G. CHARACTER DEVELOPMENT (DATE/EDITION)	H. OFFICAL USE ONLY
C15P80356	CITY OF DELRAY BEACH	DELRAY BEACH COMMUNITY CENTER	50 NW 1ST AVENUE	DELRAY BEACH	FL	596000308	N/A SCHOOL AGE PROGRAM	N/A SCHOOL AGE PROGRAM	
C15P80270	CITY OF DELRAY BEACH	POMPEY PARK COMMUNITY CENTER	1101 NW 2ND STREET	DELRAY BEACH	FL	596000309	N/A SCHOOL AGE PROGRAM	N/A SCHOOL AGE PROGRAM	