



**EARLY LEARNING COALITION OF INDIAN RIVER,
MARTIN & OKEECHOBEE COUNTIES, INC.
PROVIDER AGREEMENT – SCHOOL READINESS**

PROVIDER INFORMATION

Please complete all information below:

Name _____
(Enter the legal name on your license, registration or non-exempt certificate)

Contact Person _____
Print name legibly Email ID

Address _____
Street City

Zip

Contact Numbers _____
Phone Fax

Email ID _____

Child Care Facility Certificate of License # (DCF) _____

Registration # (DCF) _____

License Exempt Accrediting Agency _____

License Exempt # _____

Are you a Gold Seal Accredited provider? Yes _____ No _____

Are you an accredited provider? Yes _____ No _____

If Yes to either of the above, give Accrediting Association: _____

Expiration Date of Accreditation: _____

FEIN # or Social Security #: _____

<u>For Internal ELCIRMO Purposes Only</u>	
Date Received:	_____
Received By:	_____
Effective Date of Agreement:	_____



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ELCIRMO Offices

Administration/Martin

10 S.E. Central Parkway, Ste 400
Stuart, FL 34994
772 220-1220

Indian River

1858 Old Dixie Highway
Vero Beach, FL 32960
772 567-7480

Okeechobee

308 NW 5th Street
Okeechobee, FL 34972
386 357-1154

The Agency for Workforce Innovation (AWI) and the Early Learning Coalition of Indian River, Martin and Okeechobee Counties, Inc. (ELCIRMO) are mandated to provide oversight and establish policies for School Readiness (SR) funding through the Office of Early Learning (OEL) where funding is based on applicable Florida Statutes, Early Learning Rules, Administrative Code, Department of Children and Families (DCF), and United For Families (UFF) which may be amended from time to time during the Agreement period.

ELCIRMO reimburses early learning child care providers for providing early learning / School Readiness services.

Full text of the following statutes and other applicable rules and policies:

Early Learning Laws, including School Readiness Act (Chapter 411, F.S.)

Voluntary Pre-Kindergarten Law (Chapter 1002, Part V)

Early Learning Rules: School Readiness (Chapter 60BB-4, F.A.C.) and Voluntary Pre-Kindergarten (Chapter 60BB-8, F.A.C.)

can be found at:

http://www.floridajobs.org/earlylearning/OEL_Program_StateFed.html

Florida School Readiness Performance Standards can be found at:

www.flbt5.com

Florida Administrative Code Child Care Standards for centers can be found at:

http://nrckids.org/STATES/FL/fl_65_22.pdf

All child care laws and requirements can be found at:

<http://www.dcf.state.fl.us/programs/childcare/laws.shtml>

Rilya Wilson Act:

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=Rilya&URL=0000-0099/0039/Sections/0039.604.html

These policies apply to services provided by ELCIRMO and for services performed by early learning providers for SR children in their care.

This is a program that comes with mandated regulations. By signing Page 17 and initialing all pages you are agreeing to abide by all terms.

Please take the time to read this agreement carefully. This agreement is unique and separate from any agreements made for voluntary pre-kindergarten or other programs in which the provider may participate. Each page must be initialed and the agreement must be signed on Page 17.

School Districts, Head Start, Recreation Programs and Evening-Only Providers are excluded from the requirements in Section H, except for H.1 and H.3.



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This Provider Agreement (hereinafter “Agreement”) is made and entered into this _____ day of _____, 2011, by and between _____, whose principal address is _____ (hereinafter “Provider”) and the Early Learning Coalition of Indian River, Martin & Okeechobee Counties, Inc., whose principal address is 10 S.E. Central Parkway, Suite 400, Stuart, Florida, 34994 (hereinafter “ELCIRMO”).

WHEREAS, The Agency for Workforce Innovation and ELCIRMO are mandated to provide oversight and establish policies for School Readiness funding through the Office of Early Learning where funding is based on applicable Florida Statutes, Early Learning Rules, Florida Administrative Code, the Department of Children and Families (hereinafter “DCF”), and United For Families (hereinafter “UFF”), which may be amended from time to time during the Agreement period.

WHEREAS, ELCIRMO reimburses qualified early learning child care providers for providing early learning / School Readiness services; and

WHEREAS, Provider is desirous of qualifying as an early learning child care provider and has agreed to conduct itself in a manner consistent with applicable federal, state and local laws and regulations and with the requirements of ELCIRMO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

A. Parental Access

1. Provider shall allow parents to visit at any time as required by law.

B. School Readiness Funding Reimbursement and Fiscal Policies

1. Rate Restrictions:

1.1 Provider shall not charge a rate for subsidized child care families, which is higher than that charged to private families. Subsidized parents may be required to pay a rate differential if the rate paid by funding from ELCIRMO is lower than the rate charged to private families. It is the Provider’s responsibility to collect the parent differential rate.

1.2 Foster parents or long-term relative caregivers of DCF referred at-risk children (BG1-13 and BG1-14R, BG3-RCG, BG3-28A) are only required to pay “parent fees.” Any additional fees (such as registration fees, supply fees, or tuition gap) may not be assessed.

2. Parent Fees

2.1 It is the responsibility of Provider to collect parent fees. ELCIRMO requires a paid in full receipt for a transfer to take place, however, ELCIRMO will not take any action on behalf of the provider to collect parent fees. Parents are only accountable for the last thirty (30) days of parent fees.



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3. Reimbursement Report and Payment:

3.1 All required attendance documents (rosters) are due to ELCIRMO no later than the second (2nd) workday of each month. As a rule, payment for services will be direct deposited or mailed by the 20th of each month. Any reimbursement request received after the second (2nd) business day of each month may be processed in the next reimbursement period.

3.2 Payment shall be made only for those expenditures incurred in the provision of eligible services to clients referred by ELCIRMO. Client eligibility shall be determined and/or authorized by ELCIRMO. Provider shall furnish such information as may be required to verify client eligibility.

4. Reconciling Reimbursement Payments:

4.1 Provider shall be responsible to review the reimbursement summary provided by ELCIRMO's Finance Staff each month and report reimbursement underpayments or children omitted from the report within sixty (60) days of receipt of the reimbursement summary. Any overpayment must be repaid to ELCIRMO from the date of occurrence.

4.2 ELCIRMO is given full authority by the State Office of Early Learning to offset any Voluntary Pre-Kindergarten (VPK) outstanding balances owed by School Readiness providers who are also VPK program providers.

4.3 Provider shall return to ELCIRMO any overpayments due to unearned funds disallowed pursuant to the terms of this Agreement that were disbursed to Provider by ELCIRMO. In the event that Provider or its independent auditor discovers that an overpayment has been made, Provider shall repay said overpayment within forty (40) days without prior notification from ELCIRMO or may request the amount to be offset if funds from ELCIRMO are due to Provider. In the event that ELCIRMO first discovers an overpayment has been made, ELCIRMO may offset the overpayment from funds due from ELCIRMO to Provider or will notify Provider by letter of such a finding. Should repayment not be made in a timely manner, ELCIRMO shall charge interest at a rate of one percent per month or up to the maximum amount permitted by law, whichever is less, compounded on the outstanding balance after 40 calendar days after the date of notification of discovery.

5. Attendance Rosters:

5.1 Provider shall complete attendance rosters provided by ELCIRMO in order to generate a monthly reimbursement payment. Each child is allowed three (3) days of unexcused absences per month and two (2) days of absence based on written documentation provided by the parent, justifying the absence. If a child is absent for additional days due to extraordinary circumstances such as a serious illness, death in the family, hospitalization, etc., reimbursement up to an additional five (5) days may be made for those days the child is absent with appropriate documentation of the extraordinary circumstance. Provider shall not be reimbursed for more than five (5) days of child absences during a given service month, unless extraordinary circumstances are documented and approved by ELCIRMO. All attendance rosters and the information contained therein shall be kept confidential.



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6. Attendance Monitoring Records:

6.1 Provider shall maintain each child's daily sign in and sign out attendance with the appropriate signatures on file at the child care facility; sign-in/sign-out sheets must contain at a minimum the following elements: month/year, provider name, child name (one name per month per child), date, time-in with full parent/guardian signature, time out with full parent/guardian signature. ELCIRMO staff will audit the sign in and sign out records. Records that are not available during the audit or failure to substantiate the reimbursement claim filed by ELCIRMO will automatically result in a disallowed subsidy payment. Disallowed payments will be deducted from any forthcoming reimbursement payments.

7. Quality Assurance for Maintaining Attendance Records:

7.1 If Provider fails to abide by the requirements for financial accountability, fails to maintain appropriate child sign in and sign out records with the appropriate signatures substantiating reimbursement for subsidized early learning services or fails to participate in an audit, ELCIRMO shall take the following action.

- a. First Non-Compliance Notice: Provider shall be placed on a 90-day probationary period. Reimbursement shall be reduced by the amount of any discrepancy found in the attendance records and technical assistance provided to Provider may be suspended. A follow-up audit shall be performed following the 90-day period.
- b. Second Non-Compliance Notice: If Provider continues to produce an error rate in its records of greater than 10% following the 90-day probationary period, a report of the Provider monitoring will be presented to the ELCIRMO Board for consideration of subsequent actions, including but not limited to, termination of this Agreement.
- c. If Provider does not agree with this monitoring decision, Provider shall have five (5) business days to appeal this decision in writing to ELCIRMO as set forth in Section M of this Agreement.

7.2 In cases of suspected fraud, referral shall be made to Florida Department of Law Enforcement (FDLE).

8. Holidays and Closings:

8.1 Provider shall be compensated for a maximum of ten (10) scheduled holidays during fiscal year 2011-2012 as indicated in the Holiday Schedule. If Provider provides child care to school-age children for 'non-school days only' Provider shall be reimbursed for attendance during 'non-school days only' and shall not be reimbursed for scheduled holidays. ELCIRMO shall have sole discretion to address reimbursement issues for facility closings because of acts of nature (hurricanes, tropical storms etc) and shall make appropriate and timely reimbursement decisions as warranted by those acts of nature.

9. Suspension of Payment:

9.1 If DCF or any other governing agency takes action such as summarily suspending Provider's license, revoking or denying Provider's license, or issuing a notice to cease operations, ELCIRMO may suspend payments to Provider's



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program immediately, and/or transfer School Readiness Children, even if the action is appealed.

9.2 In the event that Provider or its center is issued an “Intent to Revoke” notice from DCF notifying certain issues to be addressed in connection with the program and if the license is revoked, upon reinstatement of the license by the DCF, or upon a favorable determination by an Administrative Law Judge as to the license after the appeals process has been exhausted, ELCIRMO may reconsider a new application from Provider for subsidized childcare payments.

9.3 ELCIRMO may temporarily withhold payment to Provider if developmental screens or assessments have not been submitted to ELCIRMO, as required, or if immunization and health records are not on file at facility, as required.

10. Misrepresentation:

10.1 Any fraudulent misrepresentations to obtain early learning subsidy funds for which Provider is not eligible is considered a criminal offense and these funds shall immediately, and without notice, be repaid to ELCIRMO. In addition, Provider may be convicted of a Class I misdemeanor or Class I felony (as defined in the Florida Statutes) if fraud is proven and may be subject to penalties and prosecution.

11. Access to Records:

11.1 Provider shall keep and maintain all records and forms, including enrollment and attendance records for subsidized children, and reimbursement summaries and other fiscal records.

11.2 Provider shall maintain on site copies of these records and forms for review by local, state and federal officials, and access must be provided to the program.

11.3 Provider shall keep all such records confidential as may be required by federal and/or state laws, rules and regulations.

12. Maintenance and Storage of Records:

12.1 Program and fiscal reports, forms and receipts shall be stored on site for a period of at least five (5) years, or until any audits continued beyond the five-year period are completed by local, state and federal officials. Provider shall:

- a. Establish and maintain books, records and documents in accordance with Generally Accepted Accounting Procedures and Practices which sufficiently and properly reflect all revenues and expenditures of funds provided by ELCIRMO under this Agreement.
- b. Retain all client records, financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement; if any audit has been initiated and audit findings have not been resolved at the end of said five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement.
- c. Cooperate with ELCIRMO to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in the paragraph above in the event termination of the Agreement occurs.
- d. Assure that these records and documents shall be available at all reasonable times to inspect, review, copy, or audit by Federal, State, or other personnel



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duly authorized by ELCIRMO, who shall be allowed full access to and the right to examine any of Provider's agreements and related records and documents, regardless of the form in which information is kept.

- e. Allow at all reasonable times, and for as long as records are retained, persons authorized by ELCIRMO, including, but not limited to, Office of Program Policy Analysis & Government Accountability (OPPAGA) and Federal Auditors pursuant to 45 CFR, part 92.36 (1) (10), full access to and the right to examine any of Provider's agreement(s) and related records and documents, regardless of the form in which information is kept.
- f. Provide information needed to complete a financial compliance audit and to ensure that all related party transactions are disclosed to ELCIRMO and/or auditors.
- g. Permit persons duly authorized by ELCIRMO to inspect any records, papers, documents, facilities, goods, and services of Provider which are relevant to this Agreement and to interview any clients and employees of Provider to ensure ELCIRMO of the satisfactory performance of the terms and conditions of this Agreement.

12.2 The provisions in this section shall survive the termination of this Agreement.

C. Payment Rates

1. Provider agrees to and shall submit payment rates for the upcoming year, and any changes to said rates during the year, to ELCIRMO at least thirty (30) days prior to any rate change. The parties acknowledge that these rates will be used for School Readiness reimbursement calculations.

2. The parties acknowledge that for Child Care Providers who begin to offer services after July 1, the provider agreement has to be completed and signed, and rates included prior to payment for School Readiness services.

D. Business Operations

1. Provider shall operate business legally, in compliance with all applicable federal, state and local laws and regulations, and meet all applicable DCF standards, and allow ELCIRMO to exercise its right to notify subsidized families whenever Provider is warned, cited, or fined by DCF for non-compliance with licensing standards.

2. Provider shall notify ELCIRMO in writing, at least thirty (30) days prior to any change in program status and program/center operation procedure (including, but not limited to, license or registration, accreditation, Goal Seal, rate changes or ownership changes, etc.) in order to avoid delay and/or termination of subsidy reimbursement. Provider shall also notify ELCIRMO of any interruption to operations greater than 24 hours.

3. Provider shall notify ELCIRMO, in writing, of any plans of ownership or business structure changes at least thirty (30) days prior to such change. If Provider terminates services described in this Agreement, Provider shall immediately transfer to ELCIRMO all records pertaining to the school readiness program from the last five (5) years or inception of the School Readiness contract agreement, whichever is greater, in a manner and form to be determined by the ELCIRMO. Last payment may be held until transfer of all records is completed. ELCIRMO is given full authority by the State Office of Early



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Learning to offset any Voluntary Pre-Kindergarten (VPK) outstanding balances owed by School Readiness providers who are also VPK program providers.

4. Provider shall notify ELCIRMO if any required School Readiness records become lost, damaged or destroyed; Provider shall report the incident immediately to the ELCIRMO in writing providing as much detail as possible of the records' contents.

5. Provider shall ensure that payments for school readiness services do not exceed the amount that is charged to the general public for the same services, in order to ensure equal access to comparable care.

6. Provider shall ensure that equal access to child care is available for School Readiness children during all operational hours.

7. Provider shall report by telephone all unusual incidents occurring in all contracted facilities or on sponsored field trips away from the facility to ELCIRMO within one (1) hour of notice of the incident. All applicable provisions of the DCF and UFF current policy(ies) for reporting unusual incidents shall be followed.

8. No child may be expelled or transferred from the program because of behavior unless documentation indicates all possible avenues of assistance and/or referral have been exhausted including contacting the ELCIRMO Warm Line (877 220-1223 x252).

E. Independent Contractor

1. Provider agrees and acknowledges that it is an independent contractor and not an agent, employee, partner, part of a joint venture or associate of ELCIRMO and that it shall at all times represent itself and conduct my business as an independent contractor. Provider is and shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

F. Information for Database

1. Except as otherwise provided for in this Agreement, Provider shall respond to all requests for information whether by phone, fax, email or in writing to ensure its business information is updated and accurate within ten (10) business days of any such request.

2. Provider shall ensure that Provider's staff has state required training and credentials and that this information is documented and available for viewing by ELCIRMO at all times.

G. Protective Services Children

1. Provider shall at all times abide by the provisions of the Rilya Wilson Act and shall notify DCF and/or UFF immediately of any unexcused absence or seven (7) consecutive excused absences of an at-risk child, as required by applicable laws and regulations.

H. Child Care Program Requirements

1. Provider shall implement a comprehensive program of school readiness services that enhance the cognitive, social and physical development of children to achieve the performance standards and outcome measures adopted by the Agency for Workforce Innovation. At a minimum, these programs must include the elements contained in



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Section 411.01(5)(c)2., Florida Statutes, as amended. Provider shall further offer an environment that is conducive to learning and is both safe and healthy for the children in their care and education opportunities for their staff.

2. Education and Environment

Provider shall:

2.1 Use a curriculum consistent with ELCIRMO's *Position on Curriculum*. A *Curriculum Approval Form* shall be signed by Provider if Provider has signed an agreement. If a curriculum from the ELCIRMO *Suggested List* is not selected then Provider shall follow the *Exception Request Process*.

2.2 Offer a character development program in accordance with ELCIRMO's Suggested List of Developmentally Appropriate Curriculum.

2.3 Offer quarterly parent involvement opportunities, including activities that support Family Literacy.

2.4 Child Assessment (pre and post test) - Administer a pre-assessment within ninety (90) days of a child's enrollment and a post-assessment six (6) months later, using the ELAP or LAP-3 instrument or as directed by ELCIRMO staff.

2.5 Provide Developmental Screening – to ensure that all children in care, birth to five (5) years of age, who are not enrolled in kindergarten receive a developmental screening using an ELCIRMO approved tool within forty-five (45) days of enrollment. If a parent objects and denies permission for the screening, Provider shall document the parental refusal (the signature will be kept on record in the child's file) and Provider shall ensure that the child will not be screened.

2.6 Promote positive relationships among all children and adults to encourage each child's sense of individual worth and to foster each child's ability to contribute as a responsible community member, including, at a minimum:

a. Develop and implement a child discipline policy that demonstrates the use of positive, realistic and developmentally appropriate guidance/discipline techniques. The program is prohibited from using corporal punishment, i.e., spanking, or any humiliating or frightening discipline techniques or any techniques associated with food, rest or toileting.

b. Document distribution of a copy of the child discipline policy to 100% of the children's parents/guardians and staff.

3. Health and Safety

Provider shall:

3.1 Ensure that 100% of the children receiving child care services will have no incidences of abuse while in care.

3.2 Comply at all times with standards required by local fire and health authorities or applicable state and federal requirements, whichever is more stringent.

3.3 Comply with ELCIRMO health and safety monitoring policy, as applicable.

3.4 Notify parents of any results of screenings which require referrals.

3.5 Maintain proper immunization and health records, and comply with health standards, screening and referral processes.

3.6 Maintain current emergency contact information for all children under care.



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4. **Child Care Provider Staff Training**

Provider shall:

4.1 Comply with the personnel training and credentialing requirements established in Section 402.305, Florida Statutes, as amended, and enforced by DCF.

4.2 Ensure a provider representative attends 80% of ELCIRMO provider meetings.

5. **Compliance**

5.1 Provider understands, acknowledges and agrees that ELCIRMO and/or the Agency for Workforce Innovation – Office of Early Learning may conduct or arrange for monitoring of Provider's program.

5.2 Provider shall take corrective action to correct identified deficiencies, or make improvements identified during any monitoring activities, within the timeframe stipulated in the corrective action notice.

6. **Non-Compliance**

Non-compliance with program requirements, including but not necessarily limited to, failure to comply with Health and Safety requirements, failure to administer developmental screening and assessments as directed, failure to attend provider meetings, failure to obtain an overall score of 3.5 or greater in the environmental rating scale assessment, or failure to comply with the ELCIRMO Curriculum Program, may affect Provider's ability to access quality funds, require Provider to present a corrective action plan to staff and/or the ELCIRMO Board of Directors, and/or may result in termination of this Agreement.

7. **Facility Evaluation Criteria** **Environment Rating Scale**

7.1 Provider shall be assessed using the following environment assessment instruments:

a. ECERS (Early Childhood Environment Rating Scale) – To be used in assessing classrooms/facilities with children 30 months to 5 years of age.

b. ITERS (Infant Toddlers Environment Rating Scale) – To be used in assessing classrooms/facilities with children birth to 30 months of age.

c. FCCERS (Family Child Care Environment Rating Scale) – To be used in assessing Family Home providers.

7.2 General Information

a. Provider shall be assessed a minimum of once per year.

b. Provider shall obtain and maintain a minimum score of 3.5, on a scale of 0 – 7, seven being best.

c. In the event Provider scores a 2.0 or lower, which according to longitudinal studies are deemed to be a health and safety hazard to children, Provider shall be immediately referred to the Licensing Division of DCF.

d. Provider is encouraged to request pre-assessment walkthroughs and perform ongoing self-assessments.



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e. Within sixty (60) days of a prospective assessment date, ELCIRMO, or its assigns, shall provide notice to Provider of the upcoming assessment.

f. In the event that an existing provider relocates within our counties, a new environment assessment will be required within 30 days.

7.3. New Providers

a. If new to the School Readiness program, Provider shall have completed a minimum of one (1) ITERS classroom assessment, one (1) ECERS classroom assessment or one (1) FCCERS, as applicable, prior to execution of this Agreement.

b. Provider's overall score shall be based on the lowest scoring classroom.

c. Provider must score a 3.5 or higher to qualify for funds under this Agreement.

d. If Provider receives between a 2.0 and 3.49, Provider shall be given 45 days to achieve a score of 3.5.

e. If Provider receives less than a 3.5 score in any subscale and/or an overall score of less than 3.5 Provider shall be required to develop a Provider Improvement Plan, in conjunction with the Resource Coordinator. A reassessment may occur after forty-five (45) days at which time the Provider must achieve a 3.5 or greater to become a School Readiness Provider.

7.4. Existing Providers

a. Initial assessments shall be conducted during the fiscal year.

b. If Provider receives a score between a 2.0 and 3.49 Provider shall have forty-five (45) days to raise its score to 3.5 or higher. Failure to do so will result in the Provider being placed on probation.

c. If Provider receives less than a 3.5 overall score, and/or less than 3.5 in any subscale Provider shall be required to develop a Provider Improvement Plan, in conjunction with the Resource Coordinator.

d. If Provider has an overall score of less than 3.5 Provider shall be reassessed after forty-five (45) days at which time Provider must achieve a 3.5 or greater score.

e. In the event the reassessment score is less than 3.5, Provider shall remain on probation for an additional forty-five (45) day period at which time Provider shall receive another assessment which must result in a 3.5 score or higher.

f. Should Provider fail to obtain a score of 3.5 or higher, this Agreement shall terminate pursuant to Section L.3.c. Provider may request to be reassessed and such request shall be evaluated pursuant to the new provider provisions set forth in Section H.7.3. If the Provider qualifies, the parties shall enter into a new Agreement.

g. Provider may be reassessed upon the recommendation of the Early Learning Coalition Staff, when compliance is deemed achievable.

h. If Provider scores less than the minimum required score of 3.5 on an initial assessment during the previous two (2) years Provider shall be required to pass the initial assessment in the third year. Scores for the last 2 years will be considered for this purpose. In the event that Provider does



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not pass the initial assessment in the third year, this Agreement shall be terminated.

i. For purposes of this Section, during any probationary period, Provider shall not receive any additional school readiness children

7.5 Classroom Assessment Scoring System (CLASS):

At the discretion of ELCIRMO, the CLASS assessment instrument may be administered instead of the Environment Rating Scale.

I. Confidentiality

1. No information may be disclosed concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal regulations (including but not necessarily limited to 45 CFR, Part 205.50) except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law, or when expressly required by applicable law.

J. Local, State and Federal Law

1. Provider shall at all times comply with all applicable federal, state and local laws and regulations, including but in no way limited to the following specific laws:

a. If this Agreement involves federal funds, Provider shall comply with the provisions of 45 CFR, Part 92.

b. If this Agreement involves \$10,000 or more of federal funds, Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR, Part 60. (45 CFR, Part 92).

c. If this Agreement involves over \$100,000.00 in federal funds, Provider shall comply with all applicable standards, orders, or regulations issued under Section 508 of the Clean Air Act, as amended (42 U.S.C. 1857 (h) et seq.) and (33 U.S.C. 1368 et Seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Provider shall immediately report any violations of the above to ELCIRMO.

d. If this Agreement contains federal funds and provides services to children up to age 18, Provider shall comply with the Pro-Children Act of 1994, Public Law 103-227. Failure to comply with this provision of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

2. No federal funds received in connection with this Agreement may be used by Provider, or any agent acting for Provider, to influence legislation or appropriations pending before Congress or any state legislature.

3. Provider shall not employ any unauthorized aliens and violations of this prohibition shall be cause for unilateral, and immediate, cancellation of this Agreement by ELCIRMO.

K. Indemnities and Insurance

1. Provider shall at all times during the term of this Agreement maintain liability insurance coverage with limits of at least \$100,000/per incident /\$300,000/aggregate, list ELCIRMO as additional insured, and provide a certificate of insurance at the time of signing this Agreement. Should Provider change or modify its coverage or insurer at any



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time during the term of this Agreement, Provider shall immediately notify ELCIRMO and provide ELCIRMO with a copy of the new certificate of insurance.

2. Provider agrees to and shall hold harmless, indemnify, and defend the ELCIRMO and its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, (a) arising directly or indirectly out of any of Provider's operations, work or services performed in connection with this Agreement including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligence act or omission on Provider's part, or its agents, affiliates or assigns, regardless of where the damage, injury or death occurred, or (b) arising out of Provider's failure to keep, observe or perform any of Provider's obligations under this Agreement or in any other document or instrument delivered by Provider pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the term of this Agreement, and any holdover and/or agreement extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

3. Provider agrees to and shall hold harmless, indemnify, and defend the ELCIRMO and officers, directors, members, representatives, affiliates, agents and employees, successors and assigns against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, by Provider or those under Provider's control. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the term of this Agreement, and any holdover and/or agreement extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

4. Provider agrees to and shall hold harmless, indemnify, and defend the ELCIRMO and its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by Provider in connection with this Agreement or in any certificate, document, writing or other instrument delivered by Provider pursuant to this Agreement or (b) any breach of any covenant or obligation by Provider set forth in this Agreement or any other any certificate, document, writing or other instrument delivered by Provider pursuant to this Agreement. This indemnification agreement is



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separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the term of this Agreement, and any holdover and/or agreement extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

5. Provider agrees to and shall hold harmless, indemnify, and defend the ELCIRMO and its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of any negligence on the part of ELCIRMO or any of its staff or agents/contractors.

L. Termination

1. Termination at Will – This Agreement may be terminated by either party, without cause, upon no less than thirty (30) days prior written notice.

2. Termination Because of Lack of Funds – In the event dollars to fund this Agreement become unavailable, ELCIRMO may terminate this Agreement upon no less than five (5) business days written notice to Provider. ELCIRMO shall be the final authority as to the availability of funds.

3. Termination for Breach of Agreement – ELCIRMO may terminate this Agreement:

a. With twenty-four (24) hours notice in the event of any abuse of enrollment or attendance requirements by Provider, which may also require a return of funds paid to ELCIRMO. Consequently, Provider is cautioned to record attendance on a daily basis and have back-up documentation in the form of daily Parent Sign-In/Sign-Out sheets and current attendance sheets readily available.

b. Immediately, if DCF or any other governing agency takes action such as revoking or denying a provider's license, or issuing a notice to cease operations, even if the action is appealed.

c. Immediately, for Provider's failure to cure, and notice and an opportunity to cure, a non-compliance with program requirements, including, but not necessarily limited to, failure to administer developmental screening and assessments as directed, failure to attend provider meetings as required, failure to obtain an overall score of 3.5 or greater in the environmental rating scale assessment, or failure to comply with the ELCIRMO Curriculum Program. In addition to termination, such non-compliance may affect Provider's ability to access quality funds, require you to present a corrective action plan to staff and/or the ELCIRMO Board of Directors.

M. Provider Grievance/Appeals Procedure

1. Provider may file a complaint/grievance, in writing, with the Provider Agreement Administrator within twenty (20) days of an occurrence. The written complaint/grievance shall contain the date of the occurrence and details about the alleged incident. Details not contained in the original written complaint/grievance, whether such details become



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known before or after the complaint/grievance is filed, will be considered untimely and will not be processed.

2. The Provider Agreement Administrator shall investigate the complaint/grievance. The Provider Agreement Administrator shall issue a ruling, in writing, to Provider within 10 business days of receipt of the complaint/grievance.

3. If Provider is not satisfied that the Provider Agreement Administrator's ruling, or the Provider Agreement Administrator is unable to resolve the complaint, Provider may appeal, in writing, the ruling, or lack thereof, to the Executive Director within ten (10) business days of the issuance of the ruling or expiration of the time period to provide such a ruling. The Executive Director shall review the appeal, including the Provider Agreement Administrator's ruling, if any, and conduct further investigations, as appropriate. Within five (5) business days of the receipt of Provider's written appeal, the Executive Director shall issue its decision.

4. Provider may appeal the Executive Director's decision to ELCIRMO's Finance Committee, within fifteen (15) days after receiving the Executive Director's decision. The appeal to the Finance Committee shall be in writing and delivered to the main office of ELCIRMO, located at 10 S.E. Central Parkway, Suite 400, Stuart, Florida 34994. Any appeal not filed in a timely manner shall not be processed.

5. The Finance Committee shall conduct a hearing to determine a fair and equitable solution and shall issue its findings, in writing, to Provider. Provider may be present at the hearing and may choose to present witnesses on his/her behalf. The decision of the Finance Committee is final; however Provider may pursue such matters in a court of law as appropriate.

6. Provider's failure to comply with the requirements for filing appeals as contained in this Section shall be deemed as Provider's acceptance of the ruling or decision at the given level as satisfactory and acceptable, and shall have waived any right to further appeal.

N. Renegotiation or Modification

1. Modifications or amendments to provisions of this Agreement shall only be valid when they have been written and duly signed by all parties.

2. The parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

O. Provider Compliance Policy

1. Provider understands and agrees that reimbursement will only be for services rendered in compliance with this Agreement. Provider further understands and agrees that Provider's signature of this Agreement will allow for School Readiness funded children to attend its program.

2. Provider understands and agrees that Provider's failure to correct any non-compliance, within the timeframe established by ELCIRMO, may result in the requirement to reimburse ELCIRMO for School Readiness services provided and/or



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further funding being withheld. Provider understands and agrees that, notwithstanding its rights under this Agreement, ELCIRMO may also pursue other rights and remedies to enforce the terms of this Agreement, including all available legal and equitable rights and remedies. Provider also understands and agrees that notwithstanding anything contained in this Agreement to the contrary, Provider may not, at the sole and absolute discretion of ELCIRMO, be given an opportunity to correct a non-compliance in the event of multiple recurring violations or a serious violation affecting the well-being of the children enrolled in the program.

P. Miscellaneous Provisions

1. Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified mail, postage prepaid, return receipt requested, to the address first written above unless the address is changed by the party by like notice given to the other parties. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by facsimile, electronic mail or Federal Express, but shall only be deemed to have been given when received.

2. In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs through all trial and appellate levels.

3. Except as expressly provided in this Agreement as a "business day," all references to days shall be calculated as calendar days, to include weekends and state or national holidays. As, and when, used in this Agreement, the term "business day" shall mean Monday through Friday, other than days that are state or national holidays of the United States of America. In the event that the date for performance of either party's obligations under this Agreement shall fall on a non-business day, then the date for performance shall be extended to the next business day thereafter occurring.

4. Provider may not assign any of its rights or obligations under this Agreement unless such assignment is approved, in writing, by ELCIRMO, which approval may be withheld for any reason and in ELCIRMO's sole and absolute discretion.

5. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

6. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

7. This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Martin County, Florida.



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8. All terms and words used in this Agreement regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

9. This Agreement contains and sets forth the entire understanding between Provider and ELCIRMO.

PROVIDER UNDERSTANDS that execution of this Agreement constitutes Provider's acceptance of the terms and conditions contained herein. Provider understands that this signature page must be signed and returned to Early Learning Coalition of Indian River, Martin and Okeechobee Counties, Inc. on or before close of business on June 30, 2011, in order to receive payments for services provided.

PLEASE PRINT THE INFORMATION BELOW IN UPPERCASE LETTERS AND WRITE LEGIBLY:

PROVIDER:

ELCIRMO:

Print Name

Jacki Jackson

Print Name

Title

Executive Director

Title

Signature

Signature

Date

Date

PLEASE SIGN AND RETURN ONE COPY OF THIS AGREEMENT TO:

EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN AND OKEECHOBEE COUNTIES, INC.

10 S.E. CENTRAL PARKWAY, SUITE 400
STUART, FL 34994

ATTENTION: ANGELA DAVIS-GREEN, DATA MANAGER (Provider Agreement Administrator)

THIS IS A PROGRAM THAT COMES WITH MANDATED REGULATIONS. PLEASE TAKE THE TIME TO READ THIS AGREEMENT CAREFULLY.

BY SIGNING THIS AGREEMENT, INITIALING ALL PAGES, AND AGREEING TO ACCEPT SCHOOL READINESS FUNDS, YOU ARE ACKNOWLEDGING THAT YOU UNDERSTAND THE TERMS OF THIS AGREEMENT AND AGREE TO ABIDE BY ALL TERMS AS STATED.