

Board Meeting Agenda Item Executive Summary

Supt.'s Office Use Only

Board Meeting 1-20-09

Agenda Consent

Item No. H. 10.

Board Meeting Date:	January 20, 2009
Submitted By:	Everett Caudle
Item Description:	Provider Agreement with the Early Learning Coalition of Alachua County, Inc. for School Readiness Funding through EDEP

Purpose and Explanation:

This agreement with the Early Learning Coalition of Alachua County, Inc., establishes terms for reimbursement for School Readiness services provided to eligible children who attend the district's Extended Day Enrichment Program (EDEP). The district is reimbursed on a per-student basis for qualifying children participating in the EDEP program. **Note that this agreement replaces the one that was Board Approved on 12-16-09.**

BUDGETARY IMPACT

Funding Source (Description): Cost Reimbursement Basis	Amount:
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Staff Attorney Review & Approval <i>(For Contracts Only)</i>	Date: _____ Initial: _____	ADDITIONAL INFORMATION Yes: _____ No: _____
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Early Learning Coalition of Alachua County, Inc.
School Readiness Provider Agreement
Fiscal Year 2008 – 2009



General Assurance Certification

The Agency for Workforce Innovation and the Early Learning Coalition of Alachua County (ELCAC) are mandated to provide oversight and establish policies for School Readiness (SR) funding through the Office of Early Learning (OEL) based on applicable Florida Statutes, Early Learning Rules, policies, and Administrative Code.

This legally binding Provider Agreement (hereinafter known as "agreement") is made and entered into this _____ day of _____, 20____ by and between: Child Care Facility (name) School Board of Alachua County
City Gainesville Zip 32601 (hereinafter known as "PROVIDER") and the Early Learning Coalition of Alachua County, with it's principal office located at 4424 NW 13th Street A-5, Gainesville, Florida 32609 (hereinafter referred to as the "ELCAC").

This is a program that comes with mandated regulations. 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.

Early Learning Policies regulate the delivery of services for School Readiness funded children in early learning settings and require that Early Learning Providers:

A. Legally Operate Business and meet Licensing Standards/Credentials:

1. Meet all licensing standards including, but not limited to, criminal background check, required training, and maintaining staff-to-child ratios.
2. If a funded provider changes location, they must ensure that the new business location is legally approved by Department of Children and Families (DCF), in order to care for children at the new location.
3. Payments may only be made to Providers who are legally operating and whose licenses are in good standing.
4. Business information must be current at all times with all contact information including billing/mailling address; address where children are cared for; telephone number at location where children are cared for; and, if available, fax number and email address.
5. Maintain certain indemnities and insurance.
6. Act as an Independent Contractor in performing School Readiness Services.

I AGREE TO:

- a. Provide a copy of my current license or Religious Exempt Certificate to be kept on file at ELCAC.
- b. Provide proof of continued license/registration status on or before expiration date.
- c. Within five (5) business days notify ELCAC in writing of any changes as they pertain to section A. 4.
- d. Report to ELCAC of any changes of location, ownership, status of licenses, schedules, insurance coverage.
- e. Seek and secure a new license prior to any change in location.
- f. Enforce a no smoking policy within my indoor facility. This policy shall prohibit within the child care facility, all outdoor play areas, and in vehicles when being used to transport children.
- g. Comply, if a Child Care Center, with a policy allowing no firearms or weapons as defined in Section 790.001, F.S., within any building or conveyance, or upon any person located on the premises, excluding federal state or local Law Enforcement Officers (Fla. Admin. Code 65C-22.002). Failure to comply will result in immediate termination of the Agreement.
- h. Comply, if a Family Day Care Home, to a policy whereby at all times when children are in care, all firearms and weapons as defined in Section 790.001, F.S., shall be stored in a location inaccessible to children and in accordance with Section 790.174, F.S. (Fla. Admin. Code 65C-20.013). Failure to comply will result in immediate termination of the Agreement.
- i. Comply with a no tolerance policy regarding drugs, drug paraphernalia, alcohol, or other controlled substances on the Provider's premises and/or in the possession of anyone on the Provider's premises. No person while using, or who is under the influence of, narcotics, alcohol, or other drugs, which impair their ability to provide supervision and safe child care, shall be an operator, substitute, or employee. (Fla. Admin. Code 65C-20.009 Staffing Requirements). (Fla. Admin. Code 65C-22.002). Failure to comply will result in immediate termination of the Agreement.
- j. Comply with my approved licensed capacity, applicable building codes, zoning laws, age range, shifts, and staff/child ratio.

- k. Provide supervision for children in strict accordance with Fla. Admin. Code 65C-22.001(5) (Child Care Center) or 65C-20.009 (Home Provider).
- l. Maintain a working, functioning landline telephone at place of care at all times.
- m. Ensure that care for School Readiness funded children is provided at the address listed on the license or registration.
- n. Ensure that care of School Readiness funded children is provided by the individuals listed on the license/registration or the substitute of record approved by DCF.
- o. Comply with ELCAC regulations, policies and mandatory compliance training.
- p. To recognize the right of ELCAC to notify subsidized families whenever I am cited or fined by DCF for non-compliance with licensing standards.

B. Allow Parents to Visit (Parental Access):

- 1. Funding guidelines (CCDF 98.31) require that Providers of services funded through School Readiness give parents unlimited access to their children whenever they are in the Provider's care.

I AGREE TO:

- a. Give parents unlimited access to their children whenever they are in my care, unless precluded by order of a court of competent jurisdiction or by order of a law enforcement agency.

C. Provide indemnities and insurance (act as Independent Contractor):

I AGREE TO:

- a. Hold harmless, indemnify, and defend the ELCAC, including without limitation, 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, to the extent permitted by law,
 - (i) 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 the part of Provider, Providers agents, affiliates or assigns, regardless of where the damage, injury or death occurred, or
 - (ii) 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 contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.
- b. Hold harmless, indemnify, and defend the ELCAC, including without limitation, 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) 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, to the extent permitted by law. 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 contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.
- c. Hold harmless, indemnify, and defend the ELCAC, including without limitation, to the extent permitted by law, 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

(i) 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

(ii) 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 me 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 contract extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

- d. Procure and maintain, during the term of this Provider Agreement liability insurance in the amount of \$100,000.00 single occurrence/\$300,000.00 aggregate at all times. The ELCAC must be listed as the additional insured certificate holder. The Provider must submit current proof of insurance and naming of additional insured to ELCAC prior to initiation of the Agreement.
- e. ELCAC as related to at any time ELCAC, its agents or employees going on the premises of Provider and only on such occasions, hereby hold harmless, indemnify, and defend Provider, including without limitation, 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 of ELCAC's visits to the premises of Provider, 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 the part of ELCAC, ELCAC'S agents, affiliates or assigns.
- f. Comply with any and all applicable Federal, State and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law).
- g. Act in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of the ELCAC. I shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.
- h. I further understand and agree that this Provider Agreement is non-transferable and non-assignable.
- i. Any action to interpret or enforce this agreement shall be brought in a state court of competent jurisdiction in Alachua County, Florida. This agreement shall be construed under Florida law.

D. NONDISCRIMINATION:

The Provider understands that it may not discriminate against a parent or child, including refusal to admit a child for enrollment, based solely on the grounds of race, color, national origin, disability, or religion (45 CFR 98.46).

E. Update Information for Database:

1. Information in the Resource & Referral database must be updated twice a year.
2. Providers are required to ensure that all staff has required training and credentials and that such information is documented.

I AGREE TO:

- a. Respond to all requests for information, by phone or by written survey to ensure my business information is updated accurately and in a timely manner.
- b. Ensure that staff have state required training and credentials and that this information is documented and made available to ELCAC upon request.

F. Protective Services Children:

1. Providers caring for a child in the Protective Supervision Program must abide by the provisions of the **Rilya Wilson Act** (39.604) and must notify DCF of excused and unexcused absences as directed by this act. According to 39.604(b), if a child covered by this section is absent from the program on a day when he or she is supposed to be present, the person with whom the child resides must report the absence to the program by the end of the business day. If the person with whom the child resides, whether the parent or caregiver, fails to timely report the absence, the absence is considered to be unexcused. The program shall report any unexcused absence or seven consecutive excused absences of a child who is enrolled in the program and covered by this act to the local designated staff of the Family Safety Program Office of the Department of Children and Family Services or the community-based lead agency by the end of the business day following the unexcused absence or seventh consecutive excused absence.

I AGREE TO:

- a. Abide by the provisions of the **Rilya Wilson Act**.
 - b. Notify Partnership for Strong Families (lead agency for DCF) of any unexcused absence, or seven (7) consecutive excused absences of a child under court ordered protective supervision or in the custody of the Family Safety Program Office of DCF. This notice will be given by end of business on the day following an unexcused absence, or the day of a seventh consecutive day of excused absence.
 - c. Obtain the prior written approval of the Family Safety Program Office of DCF before withdrawing any child under court ordered protective supervision or in the custody of the Family Safety Program Office of DCF.
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G. Screening and Assessments:

1. Providers will work with the ELCAC staff on developmental screening and assessment requirements.
2. Providers will participate in screening and assessment training provided by the ELCAC.
3. ELCAC will assist Providers, as needed, with training on the LAP-3, and make referrals for appropriate community services. Providers will conduct a pre & post assessment using LAP-3, E-LAP or other instrument designated by the ELCAC, for each School Readiness child enrolled, with assistance as needed.
4. Providers will protect confidential information, as required under Florida Statutes Sections 411.011 and 119.021.
5. Developmental Screenings must be completed within the first 45 days of a child entering the program. Upon the request of ELCAC, the Provider will complete an additional developmental screening using ELCAC-approved forms.

I AGREE TO:

- a. Comply with the requirements for participation in training and implementation of screening instruments as per the Provider Agreement.
 - b. Abide by state and federal law or regulation concerning non-disclosure of any information on a child for any purpose.
-

H. Health and Safety Requirements:

1. Providers must meet all health and safety requirements as set forth by DCF, FI Admin Code 65C-20, 65C-22, and any other applicable regulatory bodies.

I AGREE TO:

- a. Ensure children have up to date immunizations in compliance with the requirements of DCF.
 - b. Adhere to health and safety standards (Fla. Admin Code 65C-20, 65C-22).
 - c. Regular health and safety monitoring by ELCAC staff and/or DCF.
 - d. If a license exempt provider, I agree to submit to Health and Safety monitoring by the ELCAC, and to fulfill the requirements set forth in the Health and Safety monitoring tool approved by the ELCAC Board of Directors. Failure to pass Health and Safety monitoring will result in a Corrective Action Plan that must be carried out within five (5) business days. Failure to implement the plan may result in termination of this agreement.
-

I. Program Requirements:

1. All facilities will be evaluated using ELCAC approved tools and processes. Tier 2 tools will include the Environmental Rating Scales: ITERS (for Center Infant and Toddler age care), ECERS (for Center Preschool age care), FCCRS (for Family Child Care Home providers), and other ELCAC-approved program evaluation checklists.
2. **The newly contracted providers will be assessed within 12 months using the Tier 2 tool.**

TIER 2 Process:

- a. The program will receive a baseline Tier 2 assessment.
- b. If the program passes Tier 2, the program will advance to Tier 3 using the Environmental Rating Scales (ITERS, ECERS and FCCRS).
- c. If Tier 2 is NOT passed, the program will receive an Enhancement and/or an Action Plan with a due date.
- d. The program will be offered technical assistance and trainings during the improvement process.
- e. If the corrections on the Enhancement and/or Action Plan are not met, a final Tier 2 assessment will be conducted.
- f. Failure to pass the Tier 2 assessment after the second attempt may result in termination of agreement.

I AGREE TO:

- a. Allow ELCAC staff to conduct the program evaluations to validate the level of quality within my program.
 - b. Cooperate fully with ELCAC staff and allow them unlimited access to children, staff and to all areas of my care location which are accessible to the children in my care.
 - c. Implement any corrective action plan made through technical assistance from ELCAC staff for the purpose of meeting Early Learning program requirements and quality goals.
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J. Curriculum Compliance:

1. Provide developmentally appropriate curriculum designed to enhance the age-appropriate progress of children in attaining the performance standards adopted by the Agency for Workforce Innovation/Office of Early Learning:

I AGREE TO:

- a. Provide an environment rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in the children.
 - b. Utilize a developmentally appropriate curriculum approved by the ELCAC.
 - c. Utilize a character development curriculum approved by ELCAC.
 - d. Encourage interactions that promote character development and basic values.
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K. Training Requirement:

1. ELCAC provides training in reimbursement procedures, record keeping, and other training as recommended by the standing committees and the ELCAC Board of Directors.

I AGREE TO:

- a. Attend ELCAC training in reimbursement procedures, record keeping, and other training, as recommended by the standing committees and the ELCAC Board of Directors.
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L. Default and Attorney's Fees:

In its sole discretion, ELCAC may remedy any default by any action ELCAC deems necessary. If it is necessary to take action to enforce or construe any covenant of this Agreement or for the default of any covenant or condition herein contained, the parties hereto agree that the prevailing party is entitled to their reasonable attorney's fees and court costs, and any other costs incurred, whether suit is filed or not.

M. Abide by the Reimbursement Policies of School Readiness Funding:

I AGREE TO:

- a. Abide by/comply with the reimbursement/fiscal policies per Appendix A of this Provider Agreement.
- b. In the event that I also participate in the Voluntary Prekindergarten Education Program (VPK) created by Section 1002.53, Florida Statutes, ELCAC may offset any outstanding balances owed by me under the VPK Program, from reimbursement to be received from ELCAC (which receives 100% of the funding to pay School Readiness providers) for School Readiness Services. The ELCAC shall provide written notice to me of any such offset.
- c. Ensure that the Fiscal department is provided with current and accurate W-9 forms.

N. Provide Written Official Published Payment Rates Effective for the Current Year:

1. Established rates are for a 12-month period from July 1 to June 30. These rates will be used for School Readiness reimbursement calculations until June 30 of each year when they may be updated.
2. For Child Care Providers who begin to offer services after July 1, rates must be presented in the Rate Agreement Application which must be completed and signed prior to enrollment of any children for School Readiness services.

I AGREE TO:

- a. Attach my rate schedule to this contract upon submission to the ELCAC.
 - b. Understand that if I do not submit my rates, the rates currently on record at ELCAC will remain in effect for the fiscal year.
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APPENDIX A
FY 2008 - 2009 REIMBURSEMENT/FISCAL POLICIES

RATE RESTRICTIONS:

Providers cannot 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 ELCAC is lower than the rate charged to private families. It is the provider's responsibility to collect the parent differential rate.

REIMBURSEMENT REPORT AND PAYMENT:

All required attendance rosters and supporting documentation are due in to ELCAC no later than six (6) PM on the second (2nd) business day of the month. Payment for services will be direct deposited or available by check on the 19th of the month. When the 19th falls on Saturday, the reimbursement check will be electronically transferred or available at ELCAC on the preceding Friday. When the 19th falls on a Sunday, the reimbursement check will be electronically transferred or available at ELCAC the following Monday. **Any rosters received after the due date will be processed in the next reimbursement month.**

RECONCILING REIMBURSEMENT PAYMENTS:

Providers are responsible to review the reimbursement summary provided by ELCAC's Provider Reimbursement Staff each month and report reimbursement underpayments or children omitted or overpayments from the report within 15 days of receipt of the reimbursement summary. If the omissions or underpayments are not reported within 60 days, such reimbursement will be considered non-reimbursable. Any overpayment must be repaid to ELCAC on or before six (6) months of the date of the occurrence. ELCAC 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.

ATTENDANCE ROSTERS/CONFIDENTIALITY:

Providers must transfer each child's daily sign in and sign out attendance to the attendance rosters provided by ELCAC in order to generate a monthly reimbursement payment. Each child is allowed 3 days per month as paid absences. A Documentation of Absence (DOA) for up to seven additional days is required to be submitted with attendance rosters. If a child is absent for additional days due to extenuating circumstances such as a serious illness, death in the family, hospitalization, etc., reimbursement may be made for those days the child is absent only if a copy of a physician's note or other appropriate documentation is provided to ELCAC. Providers will not be reimbursed for more than ten (10) days of child absences during a given service month. All attendance rosters and the information contained therein shall be kept confidential.

ATTENDANCE MONITORING RECORDS:

Providers shall maintain each child's daily sign in and sign out attendance with the appropriate signatures (legible first name initials and full last name of parent, legal guardian or legal designee) on file at the child care center. Provider must submit original sign-in and sign-out sheets with attendance rosters each month. These sheets will be electronically scanned into secure computer files by ELCAC staff, and returned immediately to the provider. ELCAC staff will audit the sign in and sign out records. Failure to substantiate the reimbursement claim filed at ELCAC will automatically result in a disallowed subsidy payment. Disallowed payments will be deducted from any forthcoming reimbursement payments.

QUALITY ASSURANCE FOR MAINTAINING ATTENDANCE RECORDS:

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

First Non-Compliance – Providers that have discrepancies in review of attendance submitted against the sign-in/sign-out sheets that result in an adjustment of over \$50.00 due back to the ELCAC in the monitored reimbursement cycle will be given technical assistance and scheduled for additional monitoring within the next three months. The ELCAC will adjust any provider over/under payment in the next scheduled reimbursement cycle.

Second Non-Compliance – If the provider continues to have discrepancies in review of attendance submitted against the sign-in/sign-out sheets that result in an adjustment of over \$50.00 in the second monthly monitoring the ELCAC will provide technical assistance and schedule another monitoring within the next three months. The ELCAC will adjust any provider over/under payment in the next scheduled reimbursement cycle. The provider will be informed that continued discrepancies of greater than \$50.00 in review of attendance submitted against the sign-in/sign-out sheets will result in termination of the Provider Agreement, termination of reimbursement for School Readiness services and the ELCAC will report the discrepancies to DCF and Florida Department of Law Enforcement (FDLE).

Third Non-Compliance - If the provider continues to have discrepancies in review of attendance submitted against the sign-in/sign-out sheets that result in an adjustment of over \$50.00 in the third monthly monitoring the ELCAC will terminate the Provider Agreement, cease reimbursement for School Readiness services, and report the discrepancies to DCF and to the FDLE. The ELCAC will adjust any provider over/under payment in the next scheduled reimbursement cycle.

If a provider does not agree with the monitoring decisions in the First and Second Non-Compliance decisions the provider has 7 business days to appeal the decisions in writing to the ELCAC for review. If a provider does not agree with the monitoring decisions in the Third Non-Compliance decisions the provider has 7 business days to appeal the decision in writing to the ELCAC Grievance Committee for review.

GOLD SEAL DIFFERENTIAL RATES:

Providers that are Gold Seal accredited will be paid a rate differential, as determined by the Board, *only if they provide the ELCAC with a copy of a current Gold Seal Certificate, issued by DCF.* In the event that a provider's certification lapses or expires, it is the provider's responsibility to obtain a new Gold Seal certificate and provide a copy to ELCAC. The Gold Seal differential *shall not be paid for care provided within a period of time during which the ELCAC does not have a copy of valid and current Gold Seal Certificate on file.*

HOLIDAYS AND CLOSINGS:

All licensed providers will be compensated for a maximum of 12 scheduled holidays during FY 2008 - 2009 as indicated in the Holiday Schedule Form. The Holiday Schedule Form may not be changed during the contract year, except with 30 days written notice to the Reimbursement Department. A revised Holiday Schedule Form must be submitted indicating the requested change. Providers who provide child care to school-age children for 'non-schools days only' will be reimbursed for attendance during 'non-school days' only – they will not be reimbursed for scheduled holidays. ELCAC will have sole discretion to address reimbursement issues for center closings because of acts of nature (as per AWI guidelines) and will make appropriate and timely reimbursement decisions as warranted by those acts of nature.

SUSPENSION OF PAYMENT:

In the event that a provider receives a notice from DCF determining that the center/home license shall be revoked; the following measures will be taken by the ELCAC:

- If the provider appeals the decision of DCF the ELCAC will continue to reimburse the provider based on verified attendance submissions until the appeal process is concluded. The ELCAC will require verification of attendance by Sign-in/Sign-out monitoring and will not reimburse the provider until monitoring is completed.
- If the provider does not appeal the decision of DCF, the ELCAC will reimburse the provider for attendance submitted and verified up to and including the fifteenth (15) day after notification of DCF notification. The ELCAC will require verification of attendance by Sign-in/Sign-out monitoring and will not reimburse the provider until monitoring is completed.
- If the provider's license is reinstated by DCF the ELCAC will continue to reimburse the provider. The provider is required to submit documentation of the reinstatement and a current license to ELCAC within five (5) days of receipt of the reinstatement notification.
- If the provider's license is not reinstated by DCF, the ELCAC will cease reimbursement as of the day the ruling is in effect. The ELCAC will require verification of attendance up to that date by Sign-in/Sign-out monitoring and will not reimburse the provider until monitoring is completed.
- If ELCAC Staff, while visiting a provider during the normal course of business, observes non-compliance with any of the conditions listed in Section A of this agreement, the provider will be considered in default for each day that the non-compliance exists. Payment will be withheld for all School Readiness children for each day the provider is in default of this agreement.

MISREPRESENTATION:

Any fraudulent misrepresentations to obtain **School Readiness** funds, for which a provider is not eligible, is considered a criminal offense, and these funds must be repaid to ELCAC. In addition, the provider can be convicted of a Class I misdemeanor or Class I felony (as defined in the Florida Statutes) if fraud is proven and the provider may be subject to penalties and prosecution. Suspected fraud will be reported to the appropriate law enforcement agencies.

ACCESS TO RECORDS:

The provider shall keep and maintain all records and forms, including enrollment and attendance records for School Readiness children, and reimbursement summaries and other fiscal records of at least three (3) years. Copies of these records and forms shall be maintained on site for review by local, state and federal officials, and access must be provided to the program. All such records must be kept confidential as may be required by federal and/or state laws, rules and regulations.

STORAGE OF RECORDS:

Program and fiscal reports, forms and receipts must be stored on site for a period of at least three (3) years, or until any audits continued beyond the three-year period are completed by local, state and federal officials.

Provider Compliance Policy

- I understand that reimbursement will only be for services rendered in compliance with this agreement. I understand that signature of this agreement will allow for School Readiness funded children to attend my program.
 - I understand that I will be given notice of any non-compliance to the terms of this agreement and failure to correct any non-compliance within a reasonably designated timeframe, will result in reimbursement for School Readiness services provided, being withheld. I understand that ELCAC may also undertake other rights and remedies to enforce the terms of this agreement and may terminate this agreement for non-compliance with this agreement. I also understand that notwithstanding anything contained in this agreement to the contrary, I may not be given a time period to correct non-compliance in the event of multiple recurring violations or a serious violation affecting the well-being of the children enrolled in the program.
 - A provider who receives notice of funding being withheld may appeal such decision in accordance with ELCAC Grievance policy. The provider is solely responsible for providing any and all documentation necessary for deliberation. If the provider is successful in the appeal process, funding will be reinstated and provider will be notified in writing of the reinstatement date.
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SIGNATURE SECTION

I have read and understand the terms and conditions of this School Readiness Provider Agreement. I understand that execution of this agreement constitutes my acceptance of the terms and conditions contained herein I am legally authorized to obligate my business to the terms and conditions of this agreement. This agreement is effective from the date of signature by ELCAC and valid thru June 30, 2009, unless terminated as provided in this contract. I have read and received the evaluation tools, developmental screening tools, grievance and reimbursement policies and procedures.

Signed and agreed to this _____ day of _____ 200__

License/Registration #: N/A (Attach copy) Expiration Date: _____

Are you a Gold Seal Accredited provider? Yes (Attach Copy) No

PROVIDER SIGNATURE

EXECUTIVE DIRECTOR SIGNATURE

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

SCHOOL BOARD OF ALACHUA COUNTY
Business Name

620 EAST UNIVERSITY AVE. GAINESVILLE 32601
Mailing Address City/Zip

352-955-7605 352-955-7619 caudleew@sbac.ed
Phone Fax E-mail

SAME AS ABOVE
Billing Address City/Zip