



PROVIDER CONTRACT FOR FLAGLER AND VOLUSIA COUNTIES

GENERAL ASSURANCE CERTIFICATION

The Agency for Workforce Innovation and the Early Learning Coalition of Flagler and Volusia Counties (ELCFV) are mandated to provide oversight and establish policies for School Readiness (SR) funding provided through the Office of Early Learning (OEL) (Chapter 411, F.S.) This **PROVIDER CONTRACT** is entered into between ELCFV and the Provider.

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/IMPI.html>

Florida School Readiness Performance Standards can be found at:

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

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

www.dcf.state.fl.us/childcare/docs/65C-20.pdf

www.dcf.state.fl.us/childcare/docs/65C-22.pdf

All child care laws and requirements can be found at:

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

THIS PROGRAM COMES WITH MANDATED REGULATIONS. PLEASE TAKE THE TIME TO READ THIS PROVIDER CONTRACT CAREFULLY. THIS PROVIDER CONTRACT IS UNIQUE AND SEPARATE FROM ANY PROVIDER CONTRACTS MADE FOR VOLUNTARY PREKINDERGARTEN OR OTHER PROGRAMS IN WHICH THE PROVIDER MAY PARTICIPATE.

BY SIGNING THIS PROVIDER CONTRACT AND AGREEING TO ACCEPT SCHOOL READINESS FUNDS PROVIDED THROUGH THE EARLY LEARNING COALITION OF FLAGLER AND VOLUSIA COUNTIES, YOU ARE ACKNOWLEDGING THAT YOU UNDERSTAND THE TERMS OF THIS PROVIDER CONTRACT AND AGREE TO ABIDE BY THESE TERMS AS STATED.

Early Learning Policies regulate the delivery of services for SR funded children in child care settings. In order to receive SR funds, Providers must comply with the following requirements:

A. Provide Developmentally Appropriate Practices that Foster Brain Development in Children 0-5 Years:

I AGREE TO: _____ (Please initial)

- a. Provide an environment rich in language and music as described in the Environmental Rating Scales (ERS), ECERS-R, ITERS-R and FCCERS-R.
- b. Encourage interactions that promote character development and basic values.
- c. Ensure that negative discipline or corporal punishment that would hurt, humiliate or frighten children will not be used.
- d. Ensure children in my care have up-to-date immunizations within 30 days of enrollment and ensure they remain current throughout the child's enrollment in my program.
- e. Ensure that all children under my care receive appropriate nutrition.

B. Allow Parents to Visit (Parental Access):

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

I AGREE TO: _____ (Please initial)

- 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.
- b. Accept that this requirement is governed by the ELCFV Termination Policy and Procedures contained in paragraph M of this PROVIDER CONTRACT.

C. Abide by the Reimbursement Policies of SR Funding:

1. A Provider will not be eligible for reimbursement until they have completed the Provider Orientation process, including obtaining the signature of and acceptance by the ELCFV of this PROVIDER CONTRACT.
2. This PROVIDER CONTRACT must include a tax identification number matching the name on the Provider's license or registration.
3. Reimbursement for an enrolled child will not be made unless the applicable, signed Non-Transferable Certificate for Child Care Services (reflecting the parent fee assessed) has been returned to ELCFV within ten (10) business days of enrollment.
4. ELCFV will not make payment for children for whom the Provider has not received a copy of the Non-Transferable Certificate for Child Care Services (reflecting the parent fee assessed) and voucher certificate from the ELCFV.
5. An ELCFV Eligibility Specialist will determine the amount of the assessed parent fee based on an ELCFV approved parent fee schedule. This information will be included on the paperwork that will be brought to the Provider by the parent or guardian. The Provider is responsible for collecting the parent fees on a regular basis (no less frequently than monthly).
6. Part-time means less than six (6) hours of care. Full-time means at least six (6) hours or greater and up to and including eleven (11) hours of care.
7. Federal regulations (Vol. 63, No. 142, Fed. Register R&R) mandate that subsidy funds will not pay more for services than the rates charged to the general public for the same services.
8. Providers are reimbursed for SR eligible children up to the maximum reimbursement rate of the County in which the child resides.

I AGREE TO: _____ (Please initial)

- a. Attend a mandatory Provider Orientation.
- b. Return the signed Voucher Certificate to ELCFV within ten (10) business days of enrolling a SR funded child.
- c. Ensure that the Non-Transferable Certificate for Child Care Services reflects the assessed parent fee and that I am/my business is listed as the selected caregiver for the children.
- d. Ensure that SR assisted families are treated with the same regard as other families.
- e. Collect the assigned parent fee from SR families in a timely manner (no less frequently than monthly).
- f. Return the ELCFV Parent Fee form with the Enrollment & Attendance Verification as required by paragraph E of the PROVIDER CONTRACT every month, whether the parent owes outstanding assessed fees or not.
- g. Not accumulate parent fees owed (debts) for more than one payment cycle (not to exceed thirty (30) days).
- h. Ensure that the rates I am charging to the SR children do not exceed the rates charged to the general public (private rates) for the same services.

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

1. ELCFV is responsible for determining the maximum allowable reimbursement rates for SR children. These rates are re-evaluated annually, but might not change from one year to the next. Current rates are located in the Coalition Plan attachments as posted on the ELCFV website, www.elcfv.org.
2. Providers may change their rates at any time, but must provide ELCFV with their current rates at the time of entering into this PROVIDER CONTRACT.
3. Providers must notify ELCFV of any rate change by following the notification procedure outlined in Paragraph O.

I AGREE TO: _____ (Please initial)

- a. Notify ELCFV in writing of my private pay rates and fees at the time of entering into this PROVIDER CONTRACT.
- b. Notify ELCFV in writing of any changes to my private pay rates or fees within ten (10) business days of a change.

E. Submit Accurate SR Monthly Enrollment and Attendance Verification Forms by 12:00 PM on the Second (2nd) Business Day of Each Month:

1. ELCFV Reimbursement staff will process the Enrollment and Attendance Verification forms to provide reimbursement to the Provider. All forms must be properly completed using appropriate attendance codes and must be both signed and dated by Provider. ELCFV Reimbursement staff will provide the appropriate forms for Providers to complete each month. Using "white out" on attendance sheets is only permitted if each white out area is initialed by the person signing the form.
2. ELCFV is required to monitor providers for additional supporting documentation that supports the Enrollment and Attendance Verification form submitted by Providers. Therefore, Providers must ensure parents sign their child in and out on a log sheet each day their child is in attendance.
3. Providers receiving SR reimbursements may be paid for up to three (3) absences per month. A Provider may be eligible for reimbursement for up to an additional seven (7) absences if they meet the criteria of "extraordinary circumstances" allowed by ELCFV policy. To qualify for reimbursement, "extraordinary circumstance" absences must be supported by adequate written documentation in accordance with ELCFV policy.
4. Enrollment and Attendance Verification forms that are submitted late or are improperly completed may result in delayed payment to the Provider.
5. Requests for payments older than thirty (30) days will not be paid. Exceptions to this policy will only be made due to extreme circumstances beyond Provider's control. The decision regarding an exception to this policy can only be authorized by ELCFV in accordance with OEL policy.
6. ELCFV cannot hold parents responsible for parent fees that are more than thirty (30) days in arrears. ELCFV cannot deny transfers to recipients of SR services for any amounts owed, other than thirty (30) days worth of assessed parent fees. ELCFV cannot be responsible for enforcing any other payment made between the parent and Provider.
7. Payments are made by direct deposit to the Provider's financial institution or by a check mailed to the Provider.

I AGREE TO: _____ (Please initial)

- a. Be responsible in submitting accurate, properly completed, signed and dated Enrollment and Attendance Verification forms by 12:00 PM on the 2nd business day of each month by faxing them to (386) 323-2432 or delivering them to an ELCFV office.
- b. Add the names and attendance information for authorized children in physical attendance that may not appear on the Enrollment and Attendance Verification form generated by ELCFV staff.
- c. Keep daily, written parent sign-in/sign-out sheets that reflect the child's actual physical attendance for a period of five (5) years.
- d. Verify information in the final reimbursement statement to be sure that payment is correct.
- e. Notify ELCFV Reimbursement staff in writing of any errors within fifteen (15) calendar days of receiving the final reimbursement statement by following the notification procedure outlined in Paragraph O.

F. Provide Notification Regarding Children Withdrawing from Provider's Program:

1. ELCFV is responsible to ensure all SR funds allocated for providing SR child care services to children in Flagler and Volusia Counties are fully expended by the end of the fiscal year (June 30). This requires constant daily monitoring of children enrolled and attending SR programs.
2. When ELCFV is not immediately notified (no later than four (4) business days), of a child's withdrawal from a program by following the notification procedure outlined in Section N, they are unable to enroll new children from the waiting list. This results in children in need not receiving services, SR funds being surplused, and potential unfilled vacancies in Provider programs.
3. All surplused funds remaining as of June 30 each year are returned to the State and are no longer available to serve children in Flagler or Volusia Counties.

I AGREE TO: _____ (Please initial)

- a. Immediately (no later than four (4) business days) notify ELCFV when a SR child has discontinued attending my program.
- b. Understand that failure to make timely notifications represents a serious accountability issue on my part which results in eligible children not being able to receive needed child care services.

G. Legally Operate Business that meets Chapter 402, F.S., DCF Licensing Standards:

1. Meet all applicable Chapter 402, F.S., requirements (applicable DCF licensing or registration standards) and ELCFV Health and Safety standards including, but not limited to, criminal background checks, required training and certain/required staff-to-child ratios.
2. If a funded Provider changes location, changes their legally operating business name, or changes any tax information they will be considered a new Provider and will not receive funding for SR children until all new Provider paperwork is completed, including completion of a new PROVIDER CONTRACT. ELCFV's Child Care Resource & Referral (CCR&R) Network must be contacted as soon as any changes are planned in order to continue funding without interruption. If a change in location, name or tax information occurs, an ERS assessment must be conducted and passed before funding can continue. Providers must notify ELCFV no less than thirty (30) days prior to when a change as described above takes place.
3. Payments will only be made to Providers who are operating legally and whose licenses and/or registrations are in good standing. It is important to remember that DCF is a separate entity from the ELCFV and different regulations apply. For example, DCF may decide to allow a Provider the ability to operate under an old license even though the Provider has moved to a new location. The ELCFV cannot extend payment for SR children until a new license showing the new address has been submitted to ELCFV and other new provider paperwork is completed.

4. Providers will not be reimbursed for any SR child in a facility classroom or family child care home where there is documentation that the Provider exceeded legal staff to child ratios. Documentation can include information from DCF or from ELCFV field staff.
5. Business information must be current with both DCF and ELCFV at all times regarding 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, facsimile number and email address.
6. Violations of DCF or ELCFV Health and Safety standards will be considered non-compliance with this PROVIDER CONTRACT and may result in initiation of the ELCFV Provider Non-Compliance policy (See Appendix A).
7. Providers must maintain and provide proof of Liability Insurance in the minimum amounts of \$100,000/300,000 coverage. Providers must inform the ELCFV immediately of any lapse or change in coverage. In addition to the amount of coverage requested, each provider is also required to list the ELCFV as a Certificate Holder on their insurance policy. The purpose of ELCFV to be listed as a Certificate Holder is to ensure that the insurance company will communicate any lapse or change in coverage to the ELCFV.

I AGREE TO: _____ (Please initial)

- a. Comply with DCF and ELCFV regulations, policies and mandatory training requirements, and maintain DCF staff-to-child ratio standards at all times.
- b. Seek and secure a new license or registration prior to any change in name, location, or tax information.
- c. Immediately notify ELCFV's Resource and Referral (R&R) staff in writing at 230 North Beach Street Daytona Beach, FL, 32114, of change in the business information listed in paragraph G above.
- d. Notify ELCFV's (R&R) Coordinator at (386) 323-2400, ext. 104, within three (3) business days of being cited for any DCF licensing or registration violations.
- e. Cooperate with ELCFV staff in their efforts to make alternative care arrangements for children in my program if deemed necessary due to being cited for serious DCF licensing, registration or ELCFV Health and Safety violations.
- f. Provide the ELCFV with a copy of my current license.
- g. Obtain liability insurance in the minimum amounts of \$100,000/\$300,000, provide proof of insurance to the ELCFV and inform ELCFV of any lapse or change in coverage.
- h. List the Early Learning Coalition of Flagler & Volusia as a Certificate Holder on my Liability Insurance and provide the ELCFV a copy of my Certificate of Liability Insurance to retain in my file.
- i. When renewing my insurance, provide related information to ELCFV and confirm with ELCFV that the new information has been received.

H. Update Information for Database:

1. Each Provider's business and operating information in the R&R database must be updated twice a year. This includes information such as operating hours, daily rates, additional fees, curriculum, and special services offered (meals, transportation, before and after school care, etc.)
2. Providers are required to ensure that all staff has required training and credentials and that such information is accurately reported for inclusion in the database.

I AGREE TO: _____ (Please initial)

- a. Respond to all requests by ELCFV for information by phone or by written survey to ensure my business and operating information is updated accurately and in a timely manner.
- b. Ensure that staff have state required training and credentials and that this information is accurately reported to R&R staff for inclusion in the database.

I. Children in Protective Services:

1. Providers caring for a child in the Protective Supervision Program must abide by the provisions of the "Rilya Wilson Act" (Chapter 39, F.S.) and must notify ELCFV at (386)-323-2400, ext.398 within four (4) hours of their scheduled arrival time of any excused or unexcused absences as directed by this Act. This statute can be accessed on line at: www.myflorida.com/childcare.

I AGREE TO: _____ (Please initial)

- a. Abide by the provisions of the Rilya Wilson Act by notifying ELCFV within four (4) hours of a child's scheduled arrival time of any excused or unexcused absences for all applicable children in my care as mandated by this act.
- b. Accept that this requirement is governed by the ELCFV Termination Policy and Procedures contained in paragraph M of this PROVIDER CONTRACT.

J. Child Screening and Assessments:

1. ELCFV is responsible for ensuring SR children receive developmental screenings and child assessments (Chapter 411, F.S.).
2. The Ages and Stages Questionnaire (ASQ) has been selected as the developmental screening tool for children age birth through five (5) years to be administered by parents/guardians, and ELCFV staff and also Providers, when requested by ELCFV. Providers will complete an ASQ within seven (7) days from the ELCFV's request.
3. ELCFV staff will assist Providers with training and technical assistance on administering an ASQ screening tool.
4. ELCFV will assist Providers with mandatory training/technical assistance on the ELCFV approved assessment tool.
5. Providers will complete all assessments requested by ELCFV within thirty (30) days.
6. Providers will allow access to ELCFV staff during assessment periods to monitor progress and provide technical assistance.
7. Providers with five (5) or more errors on an assessment will be required to attend mandatory refresher training on the assessment.
8. Providers failing to return completed assessments within thirty (30) days will receive a certified written notification. Technical assistance will be offered upon request and ten (10) additional business days to comply will be granted.
9. ELCFV staff will assist providers with implementing the Individual Learning Plan (ILP) developed by ELCFV and referrals for in-depth assessment, following parent notification, to Child Find, Florida Diagnostic and Learning Resource System (FDLRS), Early Steps, or any other appropriate community services.
10. Providers will share screening and assessment results with parents/guardians and teachers.
11. Providers will protect confidential information with Child Find, (FDLRS) or any other appropriate community services in the same manner as it protects its own confidential information of like kind.

I AGREE TO: _____ (Please initial)

- a. Complete all applicable ASQ screenings within seven (7) days of ELCFV's request.
- b. Attend mandatory training and technical assistance on the approved assessment tool.
- c. Complete all applicable child assessments within thirty (30) days of ELCFV's request.
- d. Implement and perform ILP specified activities in conjunction with the child's primary caregiver.
- e. Share screening and assessment results with parents/guardians and teachers.
- f. Confirm the status of follow-up assessment referrals with the parent.
- g. Keep each child's assessment files up to date at the child's location of care, and maintain compliance with state and federal law or regulation concerning non-disclosure of any confidential information about a child for any purpose except upon written consent of the parent or guardian.

K. Participate in the “ERS” Program Evaluation Process

1. Providers must offer a research-based, developmentally-appropriate early learning curriculum which addresses the Early Learning Performance Standards so that children are prepared to enter school ready to learn. Curriculum must include a character development component to help children develop basic values. The ELCFV has an approved Curriculum list and Curriculum Exception Request Process (see Appendix C). If the Provider’s curriculum is not on this list, a Curriculum Exception Request form (see Appendix C) must be submitted and approved by the ELCFV’s Quality Committee before acceptance of this PROVIDER CONTRACT will be made by the ELCFV. If a change is made to the Provider’s curriculum during the course of this PROVIDER CONTRACT, notification needs to be made to the ELCFV following guidelines in Paragraph O. If the curriculum is not on the approved list, the Provider will be required to use the curriculum as listed on the PROVIDER CONTRACT until a decision is received from the ELCFV Quality Committee.
2. ELCFV staff will monitor providers for compliance with this PROVIDER CONTRACT and to ensure SR program requirements are being met through a Provider Contract Pre-qualification Process (See Appendix B).
3. SR program quality will be evaluated using the ERS tools which include the ECERS-R, ITERS-R, and FCCERS-R. SR programs are required to achieve a 3.0 ERS score or above prior to entering this PROVIDER CONTRACT.
4. Providers who receive an ERS score of 6.0 or above and/or are Gold Seal Accredited will be assessed every other year. In the complete discretion of ELCFV, an ERS score attained by a Provider within the prior twelve (12) months of entering this PROVIDER CONTRACT, even if attained while providing services under a prior PROVIDER CONTRACT, may serve as the qualifying score for this PROVIDER CONTRACT.
5. The ERS scores of a Provider are subject to public disclosure pursuant to Florida law. (Chapter 286, F.S.).
6. Providers are accountable to Chapter 411, F.S. regarding SR, which requires that children enter Kindergarten ready to learn.

I AGREE TO: _____ (Please initial)

- a. Cooperate fully with the ELCFV Provider Contract Pre-qualification Process as outlined in Appendix B. I understand that this PROVIDER CONTRACT will be terminated if requirements as outlined in Appendix B are not met. I also understand that I am ultimately responsible for maintaining a high level of quality early care and education in my program.
- b. Cooperate fully with the ELCFV in any ERS evaluation and otherwise.
- c. Allow access during stated business hours of operation. Access includes ELCFV staff, ELCFV Board Members and any entities acting as the agent of ELCFV. Failure to allow access falls under ELCFV’s Termination Policy and Procedures outlined in paragraph M.
- d. Use the below-mentioned curriculum for the duration of this PROVIDER CONTRACT, unless notification is made to the ELCFV as outlined in Paragraph O. I understand that if I adopt a curriculum not on the approved list, I must submit a Curriculum Exception Request application and receive a decision from the ELCFV Quality Committee before using the new curriculum.
- e. Name of my curriculum (can be more than one curriculum):

L. Professional Development and Education

1. State licensing standards require certain levels of training for child care personnel. Providers must employ childcare personnel that meet or exceed this standard.
2. DCF Licensing Inspectors will verify that child care businesses have staff that meets and/or exceeds the State's minimum training requirements.
3. ELCFV R&R staff will ask Providers to verify staff training information.
4. ELCFV staff is available to provide on-site technical assistance through mentorship as well as to assist child care personnel in accessing other mandated training and provide information regarding additional training opportunities and available technical assistance.
5. The State of Florida's Health and Safety Requirements are to be followed at all times.
6. ELCFV offers professional development experiences to afford different levels of training to assist Providers in maintaining a high level of early care and education.

I AGREE TO: _____ (Please initial)

- a. Employ childcare personnel that meet and/or exceed the state standards of mandated levels of training as required by DCF.
- b. Provide information to ELCFV CCR&R staff for the purpose of maintaining a current database of my staff's training records.
- c. Comply with health and safety requirements. I understand this requirement falls under the ELCFV Termination Policy and Procedures outlined in paragraph M of this PROVIDER CONTRACT.
- d. Participate in professional development experiences to maintain a high level of quality in my program. I understand that the ELCFV offers professional development experiences as a benefit to Providers. I understand that I am ultimately responsible for the quality of early care and education in my program.

M. ELCFV Termination Policy and Procedures

ELCFV has identified the following conditions, by example but not limitation, as circumstances that could result in termination of this PROVIDER CONTRACT and grounds to remove SR children from the program for a period of one year:

1. Refusal of the Provider (or their substitute) to allow parents access to their child or ELCFV staff access to child care location to perform a service outlined in this PROVIDER CONTRACT.
2. Any DCF identified and confirmed "not legally operating" issue including, but not limited to, continued operation after license or registration is revoked or expired, caring for children in location other than the site licensed or registered with DCF, the city, or the state.
3. Failure to notify ELCFV within four (4) hours of a child's scheduled arrival time of any excused or unexcused absence for applicable children under the Rilya Wilson Act.
4. Failure to comply with State of Florida's Health and Safety Requirements.
5. Failure to comply with child screening and assessment guidelines.
6. Failure to meet requirements as set forth in ELCFV's Provider Contract Pre-qualification Process outlined in (Appendix B).
7. Refusal of the Provider to accept and/or answer mail sent from the ELCFV sent via regular mail, or certified U.S., through email, or by any other measures, could result in termination of this PROVIDER CONTRACT.
8. Refusal of the Provider to sign this PROVIDER CONTRACT, any revisions or addendums to this PROVIDER CONTRACT, or evaluations/assessments conducted by the ELCFV negates the obligation of the ELCFV to make payment for SR children in the care of the Provider.

I AGREE TO: _____ (Please initial)

- a. Allow the ELCFV staff access to all areas of my location accessible to the children in my care. Instruct any substitute providing care in my absence on the requirements and obligations under this PROVIDER CONTRACT.
- b. Care for children only in locations registered or licensed by DCF and known to the ELCFV.
- c. Seek and secure a new license or registration prior to any change of operational location.
- d. Follow DCF or ELCFV requests for further information needed to clarify my operational status.
- e. Be legally operating per DCF licensing and/or registration standards prior to caring for children.
- f. Comply with State of Florida's Health and Safety requirements.
- g. Complete all screening and assessments in stated time frames as requested by ELCFV.
- h. Follow all requirements as set forth in the ELCFV's Provider Contract Pre-qualification Process (Appendix B).
- i. To accept/answer mail from the ELCFV and any of its entities.

N. Provider Grievance Policy

Any grievance made to ELCFV by a Provider must be made in accordance with the following procedure:

1. The grievance must be set forth clearly and comprehensively in writing and delivered to the office of the ELCFV. If there is a legal basis of any kind to the grievance that should be referenced in the writing with as much specificity as reasonably possible, including, by example, but not limitation, reference to policy, procedure, statute, regulation, case law or executive order. If there are third parties who are pertinent to the grievance, contact information for the third parties and any known representative, including but not limited to legal counsel, acting on their behalf should be provided.
2. Within ten (10) days of the second meeting of the ELCFV Board following receipt by the ELCFV of the grievance the Provider will be informed, in writing, of the decision of the ELCFV.
3. The decision of the ELCFV is final unless, in the complete discretion of the ELCFV, it is determined that good cause exists for reconsideration. If a Provider believes good cause may exist for reconsideration of a decision by the ELCFV and wishes for the ELCFV to reconsider a decision then the Provider should set forth the basis for reconsideration in writing and deliver the writing to the office of the ELCFV. The ELCFV will respond to any request for reconsideration in the same manner as with any grievance made originally as set forth above. There is not appeals process for grievances made with the ELCFV.
4. Prior to instituting any litigation with the ELCFV, the Provider must first receive a final decision on the grievance, as set forth in paragraphs 1-3 above. In addition, after receiving the final decision, the Provider must request that the ELCFV participate in a mediation conference with the Provider. The request must be in writing and delivered to the office of the ELCFV. It is within the complete discretion of the ELCFV to accept or deny the request. Acceptance may be conditioned upon participation in the mediation conference by third parties who are pertinent to the grievance. Within ten (10) days of receipt of the request, the ELCFV will inform the provider in writing whether the request is accepted or denied. If the request is accepted, the mediator will be mutually agreed upon and the entire cost of mediation will be borne by the Provider unless otherwise mutually agreed. If the request is denied, the decision of the ELCFV is final. Mediation must be held within sixty (60) days of the date of written acceptance by the ELCFV unless otherwise mutually agreed. Mediation is to be held in the county of the business office of the Provider making the grievance.
5. Grievances about Providers are to be dealt with by the Providers and will not be considered by the ELCFV. It is recommended that the Provider have a grievance procedure in place which is likely to result in resolution of any grievance which may or may not include mediation.

O. Notification

Notification must be received in writing and can be accepted through US Mail to:

Early Learning Coalition of Flagler and Volusia
Provider Services Department
230 North Beach Street
Daytona Beach, Florida 32114
Fax: (386) 323-2426

**Please note that VPK Notifications may be different from policies as outlined in Paragraph O.

**PROVIDER CONTRACT AND GENERAL ASSURANCE CERTIFICATION
Early Learning Coalition of Flagler/Volusia - Signature Page**

The term of this PROVIDER CONTRACT will commence on _____ for a period of one (1) year unless, in the complete discretion of ELCFV, it is extended. If the Provider Contract is extended by ELCFV then ELCFV will provide written notice to the Provider within one (1) year of commencement. ELCFV may, during any period of extension, alter the terms on which services are to be provided by the Provider.

THIS IS A PROGRAM THAT COMES WITH MANDATED REGULATIONS. PLEASE TAKE THE TIME TO READ THIS PROVIDER CONTRACT CAREFULLY. THIS PROVIDER CONTRACT MUST BE SIGNED ONLY BY THE OWNER OF THE CHILD CARE PROGRAM OR A FISCAL REPRESENTATIVE AUTHORIZED IN WRITING BY THE OWNER OF THE PROGRAM. PROOF OF SUCH AUTHORIZATION MUST BE FURNISHED TO ELCFV.

BY SIGNING THIS PROVIDER CONTRACT AND AGREEING TO ACCEPT SR FUNDS, YOU ARE ACKNOWLEDGING THAT YOU UNDERSTAND THE TERMS OF THIS PROVIDER CONTRACT AND AGREE TO ABIDE BY THESE TERMS AS STATED.

SIGNATURE SECTION

I UNDERSTAND that execution of this PROVIDER CONTRACT constitutes my acceptance of the terms and conditions contained herein. I understand that this document must be signed, returned to and accepted by the ELCFV in order to receive payments for services provided.

I have received a copy of and understand each of the following (please initial each):

- _____ ELCFV Provider Non-Compliance Policy (Appendix A)
- _____ ELCFV Provider Contract Pre-qualification Process (Appendix B)
- _____ ELCFV Approved Curriculum List, Curriculum Exception Request Process and Curriculum Exception Request form (Appendix C)

OWNER PRINTED NAME

OWNER SIGNATURE

Signed and agreed to this _____ day of _____, 200____
(Month)

ELCFV PRINTED NAME

ELCFV SIGNATURE

Signed and agreed to this _____ day of _____, 200____
(Month)

Business Name

Address

City/Zip

Phone/Fax

E-mail

APPENDIX A

Provider Non-Compliance Policy

- A. I understand that reimbursement will only be for services rendered in compliance with PROVIDER CONTRACT. I understand that signature from the ELCFV on this PROVIDER CONTRACT will allow for SR funded children to attend my program.
- B. I understand that a Class I or Class II licensing violation, a violation of the Termination Policy and Procedures listed in paragraph M, or failure to meet all requirements as outlined in paragraph K of this PROVIDER CONTRACT may result in removal of all SR funded children and the termination of this PROVIDER CONTRACT. I understand that I can reapply as a new provider after a period of one (1) year from date of termination.
- C. I understand that for any other non-compliance concern not outlined in A or B above, I will be given a thirty (30) day written notice and failure to correct any non-compliance within the designated timeframe could result in the following progressive actions:
 - a. First Occurrence – Written notification of the non-compliance to include specified timeframe for correction as applicable.
 - b. Second Occurrence - Written notification of the second non-compliance with a requirement to accept technical assistance from ELCFV staff.
 - c. Third Occurrence – Written notification of the third non-compliance and referral of the matter to the Executive Committee for review and recommendations concerning potential termination of this PROVIDER CONTRACT to the ELCFV Board.
- D. A Provider who receives notice of funding termination may appeal such decision to the ELCFV Board in accordance with the ELCFV's grievance policy in paragraph N. The decision of the ELCFV Board will be final. The Provider is solely responsible for providing any and all documentation necessary for Board deliberation. If the Provider is successful in the appeal process, the Provider will be notified in writing of the reinstatement date.

Please Note: It is illegal and a criminal offense to accept payment for care of children who are no longer in the physical care of your business even if time remains on the original paperwork that authorizes their attendance at your business/home. Providers may legally claim payment for a maximum of 3 days of absence in a given month. Claiming payment for care of children who are no longer in your physical care will result in those cases being referred to the Florida Department of Law Enforcement – Office of Public Assistance Fraud for investigation. The ELCFV cooperates with the Florida Department of Law Enforcement on random fraud checks and your business information will be shared for verification. If you are unsure about the continued enrollment of any child referred to you for child care payment, please call the ELCFV Enrollment Department at (386) 323-2400 ext. 154.

APPENDIX B

Policy Name: Provider Contract Pre-qualification Process

Policy# QAPP00055

Reference# QAFM00056 (Provider Contract)

Policy:

It is the policy of the ELCFV that all contracted providers have received a quality screening assessment prior to ELCFV executing a new contract.

The quality screening process should be initiated as follows:

1. Provider attends a mandatory Provider Orientation prior to receiving an Intent to Contract.
2. If already a Provider, Provider must attend an Orientation and the ELCFV receive their Intent to Contract sixty (60) days of their existing contract end date.
Example: Provider with a contract expiration date of June 30th must attend a Provider Orientation and deliver a completed and signed Intent to Contract to the ELCFV prior to May 1st.
3. Once the Intent to Contract form is received by ELCFV, the provider's program is available for assessment within the next thirty (30) days.
4. The team will be prepared to assess at least one half ($\frac{1}{2}$) of the center-based program (with at least one (1) ECERS program and at least one (1) ITERS program, if both are offered) or the entire family home program.
5. The procedure for determining which one half ($\frac{1}{2}$) of the program will be assessed is included in the procedures below.

Procedures:

1. If the program has a VPK wrap-around program, that program will be automatically assessed as the ECERS portion of the assessment.
2. If no VPK wrap around programs are offered, then pre-school programs (classrooms with children 30+ months) will be randomly chosen.
3. If the program has Infant/Toddler care, the selection will also be randomly chosen for the ITERS (classrooms with children under 30 months).
4. For the remaining classrooms, the leftover classes will be randomly chosen.
5. If there are multiple VPK wrap-around rooms, one will be randomly chosen, and the remaining rooms will be placed with the rest of the random selections
6. If there are only ECERS-aged children or ITERS-aged children then the one half ($\frac{1}{2}$) of the program will be assessed using the appropriate ERS.

(Example: "ABC Center" has 5 classrooms consisting of 2 VPK wrap-around groups, (1) 3-year-old group, (1) 2-year-old group and a 1-year-old group. The VPK wrap around groups would be randomly chosen. Then an ITERS group would be chosen from the 1's or 2's group. The three (3) remaining classes would be: the other VPK wrap-around, the 3's group and the group not chosen from the 1's or 2's. The 3rd room would be chosen from the previous 3 groups. This would mean that 3 of the 5 rooms would be assessed, thus $\frac{1}{2}$ the program or more, as needed.)

7. Once the assessment is completed on site, the ELCFV evaluator will come back to the office and complete the written portion of this assessment

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8. The assessment is then sent to the supervisor for proofreading and corrections are completed as needed.
9. If the provider does not meet the minimum acceptable score for the current contract year of which they are being assessed, the results will be further reviewed by the ELCFV Deputy Director and/or Executive Director prior to results being mailed.
10. When the final copy of the assessment is printed and ready for review by the Provider, the results will be mailed to the provider along with the following:
 - a. An invitation to meet with Manager/Assessor to discuss results
 - b. A provider Contract
 - c. An invitation to one of three levels of mentoring and assigned mentor name
 - d. QIP (Quality Improvement Plan)
11. If a Provider Contract is offered:
 - a. Provider Contract must be returned to the ELCFV by mail or hand-delivery.
 - b. Provider Contract start date will be on the 1st or the 15th of the month following the delivery of the Provider Contract.
 - c. Provider Contract will not be accepted unless the following documents are attached at time of delivery:
 - o W-9
 - o Copy of Current/Valid License or Registration
 - o Certificate of Liability Insurance showing minimum liability limits of \$100,000/\$300,000 with ELCFV showing as the Certificate Holder
 - d. If the above documents are missing, Provider will be notified and could cause start date delay in Contract.
12. If no Provider Contract is offered, Provider will receive a declination letter and will be encouraged to:
 - a. Attend ELCFV trainings.
 - b. Use the Quality Improvement Plan to make recommended improvements.
 - c. Re-apply in one (1) year.
13. Parents will be notified by mail that they have thirty (30) days to locate a new provider in order to continue subsidized status.

APPENDIX C

The Early Learning Coalition of Flagler and Volusia Counties *Developmentally Appropriate Curriculum Exception Request Process*

The following is the approved list of curricula for SR Providers.

1. Active Learning Series
2. Beyond Centers & Circle Time
3. Beyond Cribs and Rattles (Infants/Toddlers)
4. Creative Curriculum
5. DLM Early Childhood Express
6. Doors to Discovery
7. Fun Shine Express
8. High/Scope
9. High Reach
10. Language for Literacy
11. Letter People
12. Montessori
13. Scholastic
14. WEE Learn

The Quality Committee of the Early Learning Coalition of Flagler and Volusia Counties (ELCFV) has established a set of criteria for reviewing additional curricula proposed by SR Providers as listed in this document.

Process to Apply for an Approved Curriculum Exception:

If you feel your unapproved curriculum meets the curriculum criteria, as described in the Curriculum Guidelines please complete the Curriculum Exception Request Application and submit the application to:

Early Learning Coalition of Flagler and Volusia Counties
Attn: Provider Services Manager
230 North Beach Street
Daytona Beach, Florida 32114
Fax No: (386) 323-2426

The ELCFV's Quality Committee will review Applications on a monthly basis and notify the requesting party, in writing, within sixty (60) days of receiving the request, the status of their Application and any additional steps required to complete the process. During this sixty (60) day period, Providers must use the approved curriculum as stated on their PROVIDER CONTRACT.

CURRICULA CRITERIA:

Developmentally Appropriate Curriculum

SR programs shall provide the elements necessary to prepare children for school by providing a curriculum that addresses acceptable developmentally appropriate SR practices based on:

- The Florida SR and Head Start Performance Standards.
- Voluntary Pre-Kindergarten (VPK) Curriculum recommendations.
- The Joint Position Statement of the National Association for the Education of Young Children (NAEYC) and the National Association of Early Childhood Specialists in State Departments of Education (NAECS/SDE) approved November 2003.

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CURRICULUM CRITERIA RECOMMENDATIONS:

- Curriculum choices should be age appropriate and researched based (Especially concerning early literacy).
- Provide learning activities designed to enhance the Florida SR Performance Standards:
 - Physical Health
 - Approaches to Learning
 - Social and Emotional Development
 - Language and Communication
 - Cognitive Development and General Knowledge
 - Motor Development
- Provide a nurturing, safe environment with developmentally-appropriate materials and equipment.
- Include age-appropriate materials and equipment that support the selected curriculum.
- The curriculum should be supported and enriched through parent and staff communication regarding children's strengths, interest learning styles, and needs supplemented by activities and strategies developed together.
- Include individualized learning experiences linked to on-going assessments of each child's needs regardless of the child's background.
- Include learning activities designed to build on children's interests and skills to create meaningful authentic experiences.
- Ensure that children are active and engaged.
- Provide a balance of teacher-initiated and child-initiated experiences.
- Provide activities to foster brain development in infants and toddlers. An environment rich in language and music filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses in children.

Approved Curriculum Exception

An approved curriculum exception is defined as an acknowledgement by the ELCFV that the curriculum submitted and reviewed by the Quality Committee of the ELCFV, meets the criteria approved by the ELCFV as being developmentally-appropriate curriculum. If curricula are used, other than those listed above as recommended, Providers must submit the Application in order to receive an Approved Curriculum Exception.

**Early Learning Coalition of Flagler and Volusia Counties
Curriculum Guidelines**

The ELCFV has identified the following curriculum components as important factors in determining whether or not an alternative curriculum meets the recommended curriculum criteria. If you are interested in submitting a curriculum for approval by the Coalition, your curriculum **MUST** incorporate the following below-mentioned components:

- 1) The curriculum is developmentally appropriate. It has realistic and attainable expectations.**
- 2) The curriculum has a Character Development component.**
- 3) The curriculum:**
 - A) Promotes interactive learning among staff and children.
 - B) Helps children achieve social, emotional, linguistic, physical and cognitive goals.
 - C) Permits flexibility for children and teachers.
 - D) Encourages active learning through play and frequently allows children to make meaningful choices.
 - E) Fosters children's exploration and inquiry, rather than focusing on "right" answers or "right" ways to complete a task.
 - F) Facilitates concept learning and skills development in an integrated and natural way. (Integrated thematic instruction)
 - G) Shows evidence from research of being based on sound child development principles of how children grow and learn.
 - H) Shows respect for cultural and linguistic diversity as well as allows and appreciates individual differences.
- 4) The curriculum meets all of the State of Florida SR Performance Standards, including the following Domains:**
 - A) Physical Health
 - B) Approaches to Learning
 - C) Social and Emotional
 - D) Language and Communication
 - E) Cognitive Development and General Knowledge
 - F) Motor Development
 - G) Emergent Literacy (*for ages 3-5 years old*)
- 5) The program has age appropriate activities and materials that promote the following experiences:**
 - A) Construction (wood blocks, waffle blocks, bristle blocks, Lincoln Logs, etc.)
 - B) Dramatic Play
 - C) Manipulatives
 - D) Creative Expression (Art)
 - E) Language & Literacy (Expressive and receptive, and pre-reading and writing)
 - F) Discovery/Sensory/Water Play
 - G) Music and Movement
 - H) Outdoors/Gross Motor
 - I) Computers & other assistive technology (i.e. projectors, overheads etc.) (optional)
- 6) Assessment evidence (from multiple sources) is used to understand and improve learning by improving curriculum implementation and teaching practices.**
- 7) Parent Involvement:**
 - A) Parents are recognized as a child's first teacher.
 - B) Parents are knowledgeable about goals and assessment. Conferences are scheduled to discuss the parent expectations for their child(ren) and answer any questions they may have about the curriculum.
 - C) Parents are welcomed visitors to the program or classroom and opportunities are available for parent participation.

Early Learning Coalition of Flagler Volusia Counties
Developmentally Appropriate Curriculum
Curriculum Exception Request Application

Provider Name: _____

Primary Contact: _____

Mailing Address: _____

Physical Address, if different: _____

City, State, Zip: _____

Telephone: _____ (Fax): _____

Email Address: _____

SECTION I - Required Components of the Curriculum Exception Request Application

In order for the Quality Committee of ELCFV to adequately assess your curriculum, your Application must include:

1. A completed Curriculum Exception Request Application
2. A copy of your daily routine and schedule for each age group. The schedule should reflect teacher directed time frames and child initiated time frames. Attach a description, if necessary, to explain how the schedule meets all requirements.
3. A copy of the last four (4) weeks of lesson plans for each age group.
4. Any additional information for consideration that may assist the Quality Committee of ELCFV with its assessment of the curriculum described below.

SECTION II - Curriculum Description

Curriculum used in any of the Flagler and Volusia Counties SR Programs must incorporate the following curriculum guidelines as outlined by the ELCFV. Please describe in detail the early education activities and/or instruction used to meet these curriculum components. Your descriptions should be clear and include enough information so that your curriculum can be fairly assessed by the Quality Committee of ELCFV. Please feel free to attach additional sheets to this Application to complete your answers, as needed.

NOTE: APPLICATIONS AND ATTACHED MATERIALS WILL NOT BE RETURNED

Curriculum Name: _____

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1. The curriculum is developmentally appropriate. It has realistic and attainable expectations and includes activities to address the physical, social, emotional, linguistic, motor and cognitive development of all young children.

2. The curriculum has a Character Development component. (Describe what is included in this component.)

3. The curriculum does the following:

- A. Promotes interactive learning among staff and children.

- B. Helps children achieve physical, social, emotional, linguistic, motor and cognitive goals. (Each component must be addressed individually)

- C. Permits flexibility for children and teachers.

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D. Encourages active learning through play and frequently allows children to make meaningful choices.

E. Fosters children’s exploration and inquiry, rather than focusing on “right” answers or “right” ways to complete a task.

F. Facilitates concept learning and skills development in an integrated and natural way.

G. Shows evidence from research of being based on sound child development principles of how children grow and learn.

H. Shows respect for cultural and linguistic diversity and allows and appreciates individual differences.

4. *The curriculum meets all of the State of Florida SR Performance Standards, including the following Domains:*

Physical Health

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Approaches to Learning

Social and Emotional

Language and Communication

Cognitive Development and General Knowledge

Motor Development

Emergent Literacy (for ages 3-5 years old)

5. *The program has age appropriate activities and materials that promote the following experiences: Construction (wood blocks, waffle blocks, bristle blocks, Lincoln Logs, etc.)*

Dramatic Play

Manipulatives

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Creative Expression (Art)

Language & Literacy (Expressive and receptive, and pre-reading and writing)

Discovery/Sensory/Water Play

Music and Movement

Outdoors/Gross Motor

Computers & other assistive technology i.e. projectors, overheads etc. (optional)

6. *Assessment evidence (from multiple sources) is used to understand and improve learning by improving curriculum implementation and teaching practices (Curriculum-based assessments).*

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7. *Family/Parent Involvement:*

A. Families/Parents are recognized as the child's first teacher.

B. Family Parents are knowledgeable about program goals and assessment.
Conferences are scheduled to discuss the family/parent expectations for their child(ren)
and answer any questions they may have about the curriculum.

C. Parents are welcomed visitors to the program or classroom and opportunities are
available for parent participation.

Please mail or deliver this Application with attachments to:

**Early Learning Coalition of Flagler and Volusia Counties
ATTN: Provider Services Manager
230 N. Beach Street
Daytona Beach, Florida 32114**