

STATE BOARD OF EDUCATION
Consent Item
September 29, 2014

SUBJECT: Approval of New Rule 6M-4.610, Statewide Provider Contract for the School Readiness Program

PROPOSED BOARD ACTION

For Approval

AUTHORITY FOR STATE BOARD ACTION

Section 1001.213(2), Florida Statutes

EXECUTIVE SUMMARY

The Office of Early Learning administers federal and state child care funds and partners with 30 local early learning coalitions (ELC) to deliver comprehensive early learning services statewide. The office oversees three programs—the School Readiness Program, the Voluntary Prekindergarten (VPK) Education Program, and Child Care Resource and Referral services. OEL is required to submit its proposed rules to the State Board of Education for approval.

Section 1002.82(2)(m), Florida Statutes, mandates that OEL adopt by rule a standard statewide provider contract. The proposed rule adopts the contract to be used statewide by July 1, 2015 for any provider registering to offer the school readiness program.

Prior to this requirement, there were 30 different school readiness contracts around the state. The rule would replace these 30 school readiness contracts with one standard contract all ELCs will use with the child care providers in their respective service delivery areas.

Supporting Documentation Included: Proposed Rule 6M-4.610, Statewide Provider Contract for the School Readiness; Form OEL-SR 20 (August 2014); Form OEL-SR 20L (August 2014); Form OEL-SR 20LE (August 2014); Form OEL-SR 20FFN (August 2014). Sections 1001.213(2), 1002.82(2)(m), (6), 1002.84(7), (8), (10), (15), (17), 1002.85(2)(h), 1002.87(2), 1002.88, 1002.91 and 1002.97(3) Florida Statutes; Fact Sheet – School Readiness Program.

Facilitator/Presenter: Shan Goff, Executive Director, Office of Early Learning

6M-4.610 Statewide Provider Contract for the School Readiness Program.

(1) The Statewide School Readiness Provider Contract, Form OEL-SR 20 with exhibits 1 through 5 (August 2014), is hereby adopted and incorporated by reference. Form OEL-SR 20L entitled “Licensed Provider Responsibilities” (August 2014), Form OEL-SR 20LE entitled “License Exempt Provider Responsibilities” (August 2014) and Form OEL-SR 20FFN entitled “Informal Provider Responsibilities” (August 2014) are hereby adopted and incorporated by reference. A copy of Form OEL-SR 20 including exhibits 1 through 5, Form OEL-SR 20FFN, OEL-SR 20LE and OEL-SR 20L may be obtained at http://www.floridaearlylearning.com/oel_resources/rules_guidance_technical_assistance.aspx or from the Office of Early Learning, 250 Marriott Drive, Tallahassee, FL 32399. The incorporated forms are also available at: <placeholder for FAR reference materials link>.

(2) An early learning coalition may not pay a School Readiness (SR) Program provider, which registers to offer the SR Program on or after November 1, 2014, except under the Statewide School Readiness Provider Contract adopted herein with the coalition. A coalition must be a party to a Statewide School Readiness Provider Contract.

(3) By July 1, 2015, all SR providers that register to offer the SR Program must execute Form OEL-SR-20 including exhibits 1 through 5, and Form OEL-SR 20FFN, OEL-SR 20LE or OEL-SR 20L.

(4) The Statewide School Readiness Provider Contract shall be in effect for a term of one year. A school district may sign a single Statewide School Readiness Provider Contract on behalf of all public schools in the district offering the SR Program. The owner, officer, principal or other authorized representative of multiple private child care providers may sign a single Statewide School Readiness Provider Contract on behalf of all of his or her private providers within an early learning coalition service area in which it operates.

(5) To request participation in the SR Program, a provider must complete and execute a copy of the Statewide School Readiness Provider Contract and submit all required documentation as indicated in the Statewide School Readiness Provider Contract to the early learning coalition under which the provider will operate. Upon determination that a provider is eligible to participate in the SR Program, an early learning coalition shall complete and execute the Statewide School Readiness Provider Contract which has been executed by the provider.

(6) An early learning coalition that determines a provider is eligible to offer the SR Program shall forward a copy of the fully executed Statewide School Readiness Provider Contract to the SR provider to inform the provider of its eligibility to offer the SR Program. A coalition shall keep the original fully executed Statewide School Readiness Provider Contract in the coalition’s records on the SR provider. An

early learning coalition may execute and retain this contract electronically in compliance with s. 668.50, F.S., the Uniform Electronic Transaction Act.

(7) Neither a coalition nor an SR provider may omit, supplement or amend the terms and conditions of the Statewide School Readiness Provider Contract. Neither a coalition nor an SR provider may include any attachments, addenda or exhibits to the Statewide School Readiness Provider Contract except Exhibit 1 (Provider Location List), Exhibit 2 (Required Documentation), Exhibit 3 (Provider Reimbursement Rates), Exhibit 4 (Holiday Schedule), Exhibit 5 (Due Process Procedures), Form OEL-SR 20L (Licensed Provider Responsibilities), Form OEL-SR 20LE (License Exempt Provider Responsibilities) and Form OEL-SR 20FFN (Informal Provider Responsibilities).

Rulemaking Authority 1001.213(2), 1002.82(2)(m) FS. Law Implemented 1002.82(2)(m), (6), 1002.82, 1002.83(7), 1002.84(8), (10), (15), (17), 1002.85(2)(h), 1002.87(2), 1002.88, 1002.91, 1002.97(3) FS.

History—New _____.



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

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this _____ day of _____, 20_____, by and between the Early Learning Coalition of _____ (herein referred to as “COALITION”), and _____ (herein referred to as “PROVIDER”), with its principal offices located at _____.
 - a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.
 - b. **Multiple Private Locations.** If PROVIDER is executing a single Contract on behalf of multiple private SR provider sites within COALITION’s service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.
 - c. **Employer Identification Number.** Insert PROVIDER’s EIN here: _____. If PROVIDER does not have an EIN, PROVIDER must insert PROVIDER’s Social Security Number (SSN) here _____. PROVIDER’s EIN or SSN is requested in accordance with sections (ss.) 119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Office of Early Learning and COALITION. Submission of PROVIDER’s EIN or SSN is mandatory. PROVIDER’s EIN or SSN will be used for processing payments to PROVIDER as an SR provider, for reporting those payments for federal tax purposes, and for routine identification. If PROVIDER completes Exhibit 1 listing multiple locations with multiple EIN numbers, this paragraph may be left blank.
2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the SR Program. Payment is not conveyed to PROVIDER through this Contract. PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the SR program. This contract is to engage an eligible provider to provide SR services to eligible SR children.
3. **Term.** This Contract begins on _____ of the fiscal year (20__) or on the date on which the Contract is signed by the last party required to sign the Contract, whichever occurs last, and the Contract ends on (**COALITION select one**) June 30th of the fiscal year 20__ or the last day of the month twelve (12) months after the effective date of the contract as indicated herein.
4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for SR program services performed before this Contract is fully executed by both parties or after expiration of the Contract.

5. **Applicable Law.** PROVIDER and COALITION agree that the following, including any revision made after the execution of this Contract, are the provisions governing the SR program and that PROVIDER and COALITION will be bound by the same:
- 42 U.S.C. §9858, et seq.;
 - 45 C.F.R. §98;
 - 45 C.F.R. §99;
 - Chapter 1002, Florida Statutes;
 - Chapter 6M-4, Florida Administrative Code; and
 - Chapter 6M-9, Florida Administrative Code.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity, corporation, or owner without the prior written approval of the COALITION. A change in corporate ownership shall be deemed a transfer. Failure to obtain the prior written approval of COALITION shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 58. This Contract binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Office of Early Learning, and COALITION.

II. PROVIDER ELIGIBILITY

7. General Eligibility

- a. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), F.S., listed below. Check the box to indicate PROVIDER's type:

A child care facility licensed under s. 402.305, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A family day care home licensed or registered under s. 402.313, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A large family child care home licensed under s. 402.3131, F.S. (Form OEL-SR 20L is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A public school or nonpublic school exempt from licensure under s. 402.3025, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A faith-based child care provider exempt from licensure under s. 402.316, F.S. (Form OEL-SR 20LE is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

A before-school or after-school program described in s. 402.305(1)(c), F.S.

For a licensed before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20L must be completed as an authorized attachment to this Contract.

For a license exempt or programs that are not required to be licensed as described in Rule 65C-22.008, F.A.C., before-school or after-school program described in s. 402.305(1)(c), F.S., Form OEL-SR 20LE must be completed as an authorized attachment to this Contract.

An informal child care provider to the extent authorized in the state's Child Care and Development Fund Plan as approved by the United States Department of Health and Human Services pursuant to 45 C.F.R. s. 98.18. (Form OEL-SR 20FFN is hereby incorporated by reference and must be completed as an authorized attachment to this Contract.)

- b. Eligibility Pursuant to s. 1002.91(5), F.S.** PROVIDER represents that PROVIDER, or an owner, officer, or board director thereof, has not been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years and is not acting as the beneficial owner for someone who has been convicted of, found guilty of, or pled guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., within the last five (5) years.
- c. Eligibility Pursuant to s. 1002.91(7), F.S.** PROVIDER represents that PROVIDER is not on the United States Department of Agriculture National Disqualified List nor does PROVIDER share an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

- 8. Child Enrollment.** PROVIDER agrees to enroll children for the SR Program only with written authorization from COALITION which will be provided in the form of a child care certificate. PROVIDER also understands that it will not be reimbursed for services provided to a child beyond the service begin and end date identified by COALITION on the child care certificate, or if the child's eligibility is terminated prior to the end date. As described in s. 1002.87(2), F.S., PROVIDER also agrees to serve children enrolled into its SR program according to the services and location established by COALITION on the child care certificate indicating authorized hours of care. In the event that PROVIDER has multiple locations, PROVIDER shall notify and obtain approval in writing from COALITION prior to changing the location where the child shall be served.
- 9. Child Care.** PROVIDER agrees to provide child care to enrolled children at the care level designated by the child care certificate received from the COALITION. Pursuant to 45 C.F.R s. 98.2, child care is defined as the care given to an eligible child by an eligible child care provider. PROVIDER will comply with all applicable state and federal laws, regulations and other standards and requirements in providing child care services under this agreement.
- 10. Instruction and Activities.** In accordance with s. 1002.88(1)(b), F.S., PROVIDER agrees to offer instruction and activities to enhance the age-appropriate progress of each child in attaining the child development standards established by the *Florida Early Learning and Developmental Standards: Birth to Five*, Form OEL-SR 30, adopted by the Office of Early Learning in Rule

6M-4.700, F.A.C. PROVIDER agrees to include activities to foster brain development in infants and toddlers; provide an environment that is rich in language and appropriate and child-friendly music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses; and include at least thirty (30) minutes of reading to children each day.

11. General Health and Safety. Provider agrees to provide a healthy and safe environment for children in care pursuant to s. 402.305(5), (6), and (7), F.S., as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are specifically addressed in each provider type attachment.

12. Smoke Free Environment. In accordance with Part C of Public Law 107-110 (No Child Left Behind), the “Pro-Children Act of 2001,” no child care facility shall permit smoking within any indoor facility (or portion of such facility) operated by PROVIDER, to provide routine child care or early childhood development services to children. This does not apply to any portion of such facility that is used for a private residence. Individuals in violation are subject to a \$1,000 fine, administrative compliance or both.

13. Curriculum. In accordance with s. 1002.88(1)(f), F.S., PROVIDER agrees to use the following state-approved curriculum or curricula in the provision of the SR Program:

edition or date: _____.

If PROVIDER is using different curricula at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the curriculum or curricula being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert “Not Applicable” in the space provided.

14. Character Development Program. In accordance with s. 1002.88(1)(g), F.S., PROVIDER agrees to implement the following character development program to develop basic values:

edition or date: _____.

If PROVIDER is using a different program at different PROVIDER sites listed in Exhibit 1, PROVIDER must complete the column in Exhibit 1 indicating the name of the character development program being used at each site. If PROVIDER is offering school age programs exclusively, PROVIDER may insert “Not Applicable” in the space provided.

15. Developmental Screenings. PROVIDER acknowledges that _____ is responsible for conducting developmental screenings for each child aged six weeks to kindergarten eligibility in accordance with Rule 6M-4.720, F.A.C. In accordance with s. 1002.88(1)(h), F.S., PROVIDER must collaborate with COALITION to complete initial screening for each child, aged six weeks to kindergarten eligibility, within forty-five (45) days after the child's first or subsequent enrollment, to identify a child who may need individualized supports. PROVIDER acknowledges that COALITION is responsible for initiating individualized services, including but not limited to providing referrals, based on child screening results. PROVIDER and COALITION acknowledge that pursuant to s. 1002.84(5), F.S., screening shall not be a requirement of entry into the school readiness program and shall be only given with parental consent.

Subsequent Screenings. PROVIDER acknowledges that _____ is responsible for subsequent screenings. Subsequent screening will be conducted at a minimum, annually in

the month of the child's birthday or at time of redetermination in accordance with Rule 6M-4.720, F.A.C.

- 16. Prohibited Forms of Discipline.** In accordance with s. 1002.88(1)(i), F.S., PROVIDER agrees to implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12), F.S. Such standards must provide that children not be subjected to discipline that is severe, humiliating or frightening. The discipline must not be associated with food, rest or toileting. Spanking or any other form of physical punishment is prohibited. Children may not be denied active play as a consequence of misbehavior.
- 17. Child Immunizations and Health Screenings.** In accordance with s. 1002.88(1)(j), F.S., within thirty (30) calendar days of enrolling a child, PROVIDER agrees to obtain and retain information from the parent regarding the child's age-appropriate immunizations, physical development and other health requirements as indicated on the Student Health Examination form DH 3040 and Florida Certification of Immunization form Part A-1, B, or C DH 680 or the Religious Exemption from Immunization form DH 681.
- 18. Program Operation.** In accordance with s. 1002.88(1)(k), F.S., if PROVIDER offers before-school or after-school programs, PROVIDER agrees those programs shall meet or exceed the requirements of s. 402.305(5), (6), and (7), F.S. In accordance with s. 1002.88(1)(q), F.S., and as identified in Exhibit 3, PROVIDER agrees to operate on a full-time and part-time basis and provide extended-day and extended-year services to the maximum extent possible without compromising the quality of the program to meet the needs of parents who work.
- 19. Workers' Compensation and Unemployment Compensation.** In accordance with s. 1002.88(1)(n), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S. PROVIDER agrees to provide the COALITION with evidence of worker's compensation insurance coverage.
- 20. Sign-In/Sign-Out Process.** PROVIDER agrees to maintain daily attendance documentation, including a documented "sign-in/sign-out" process approved by COALITION and implemented by PROVIDER, and which accurately documents attendance and absences. PROVIDER agrees to retain the attendance documentation in accordance with COALITION's records retention requirement established in accordance with s. 1002.84(10), F.S.
- 21. Child Absences.** In accordance with s. 1002.87(8), F.S., PROVIDER agrees to notify COALITION in writing if a child enrolled is absent for five (5) consecutive days with no contact from the parent by the close of the fifth (5th) day. In accordance with ss. 1002.81(5) and 1002.87(7), F.S., if the need for care cannot be re-established, then the COALITION will notify the PROVIDER and the parent that school readiness funding will be discontinued. The end of eligibility for funded child care services will be fourteen (14) days from the fifth (5th) day that the child was not in attendance with no contact from the parent.
- 22. Rilya Wilson Act and At-Risk Children.** In accordance with s. 1002.87(9), F.S., PROVIDER agrees to abide by the provisions of the "Rilya Wilson Act" (s. 39.604, F.S.) for each at-risk child under the age of school entry who is enrolled in the school readiness program.

- 23. Parental Choice.** PROVIDER agrees that the parent has the right to choose the provider of child care services for his/her children. In the event the parent chooses to change to a different SR PROVIDER, it is within the parent’s rights to do so, except as limited by s. 1002.84(8), F.S., as described in paragraph 46.c.
- 24. Parental Access.** PROVIDER agrees to afford authorized parents unlimited access to their children in SR programs, during normal hours of provider operation and whenever the children are in the care of the provider. Access may be subject to appropriate safety procedures.
- 25. Statewide Information System.** PROVIDER agrees to utilize the statewide information system as referenced in s. 1002.82(2)(n), F.S., as available, to submit information and updates regarding the SR program.
- 26. Child Care Resource and Referral.** PROVIDER agrees to participate in the annual update process coordinated by each Child Care Resource and Referral agency as described in Rule 6M-9.300(5) and (6), F.A.C.
- 27. Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive SR reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of Direct Deposit.
- 28. Deliverables**

Deliverable	Tasks and Activities	Due Date	Payment
1. One month of child care services	Child enrollment activities per the requirements in section III	Monthly	Per the level of service: established by the child care certificate provided to the PROVIDER by the COALITION; at the rates specified in Exhibit 3: Provider Reimbursement Rates; and documented through an approved monthly attendance report
	Instruction and activities per the requirements in section III		
	Health and safety activities per the requirements in section III		
	Use of curriculum per the requirements in section III		
	Character development activities per the requirements in section III		
2. Monthly attendance report	Monthly attendance report submitted by the PROVIDER to the COALITION per the requirements in section VII	Monthly by the day indicated in section VII	N/A
3. Proof of Developmental Screening	If applicable:		N/A
Applies to providers responsible for	Developmental screenings for each child aged six weeks to	Within 45 days after the child’s	

Deliverable	Tasks and Activities	Due Date	Payment
developmental screening as indicated in section III Proof of Developmental Screening (continued)	kindergarten eligibility per the requirements in section III. Subsequent screenings conducted annually in month of child's birthday. PROVIDER shall submit the child's screening results to the COALITION Enter the data into an electronic system PROVIDER shall provide in writing the screening results for each child to the child's parent.	first or subsequent enrollment Annually Within thirty (30) calendar days of completion of screening Within sixty (60) calendar days after screening	

IV. COALITION RESPONSIBILITIES

29. **Training and Technical Assistance.** COALITION will notify PROVIDER of the availability of training, technical assistance, and other targeted assistance in support of the provision of quality SR services.
30. **Developmental and Subsequent Screenings.** Applicable if PROVIDER is responsible for Developmental Screenings and Subsequent Screenings as indicated in paragraph 15. COALITION shall give notification to PROVIDER a minimum of thirty (30) calendar days prior to the date the child must be screened. COALITION will have staff persons available to explain screening results if required by a parent.
31. **Child Eligibility.** COALITION has ultimate responsibility for determining the eligibility of children enrolling in the SR program. COALITION will issue forms that make up a child care certificate (also known as a payment certificate), as described in s. 1002.82(6)(b) and (c), F.S., to the parent of each eligible child who enrolls in the SR program.
32. **Limitations on Authority.** COALITION may not impose any requirement on PROVIDER that exceeds the authority provided under Chapter 1002, F.S., or rules adopted pursuant to Chapter 1002, F.S.; or require PROVIDER to administer a preassessment or postassessment.
33. **Monitoring.** COALITION will monitor PROVIDER for compliance with this Contract and the provisions governing the SR program listed in paragraph 5., in accordance with s. 1002.85(2)(h), F.S. PROVIDER will be monitored in accordance with the COALITION monitoring plan, or in response to a parental complaint.

V. ACCESS

34. **Physical Access.** PROVIDER agrees to allow the Office of Early Learning and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the SR Program during normal business hours, except as otherwise restricted by government facilities.
35. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Office of Early Learning to inspect and copy records pertaining to the SR Program during normal business hours and upon request by COALITION or the Office of Early Learning. Records that are stored off-site shall be provided within seventy-two (72) hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

36. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family information. PROVIDER agrees to have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidentiality agreements will be maintained by the PROVIDER and provided to the COALITION upon request. Information associated with the SR Program shall only be made available in accordance with the restrictions of s. 1002.97, F.S. For the purposes of records of children enrolled in the SR Program, this Contract is considered an interagency agreement for the purpose of implementing the SR Program as described in s. 1002.97(3)(g), F.S. Accordingly, to the extent that PROVIDER receives school readiness records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.97, F.S., and as explained below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, Office of Early Learning, and other entities identified in s. 1002.97, F.S.
37. **Record Maintenance.** PROVIDER agrees to maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences and proof of parent co-payments for children funded by the SR program. The records must be maintained for audit purposes for a period of five (5) years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to this Contract, whichever occurs last. PROVIDER may maintain records in an electronic medium and if the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.
38. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the SR program before the conclusion of the retention period for SR records as described in paragraph 37, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the SR program or as a result of PROVIDER ceasing to do business, PROVIDER shall transfer all SR records required to be maintained under paragraph 37. to COALITION no later than the close of business on the day PROVIDER ceases to offer the SR program.

VII. COMPENSATION and FUNDING

39. **Method of Payment.** PROVIDER reimbursement for eligible children will be based on the child care certificate (also known as a payment certificate) issued by COALITION and presented by a parent, and through the use of the procedures outlined herein.
40. **Reimbursement Rates Established.** PROVIDER agrees to provide documentation of its published private child care rates included in Exhibit 3. PROVIDER agrees to accept the

approved PROVIDER reimbursement rate which is the lesser of the COALITION maximum reimbursement rate established by COALITION and approved by Office of Early Learning, identified in Exhibit 3. PROVIDER is paid based on budget availability, at the approved PROVIDER reimbursement rate less any parent co-payments assessed by COALITION as reflected on the child care certificate.

41. **Gold Seal Rate.** PROVIDER agrees to provide documentation of its Gold Seal Quality Designation. Gold Seal providers shall receive the Gold Seal rate identified in Exhibit 3 for all care levels which have received a Gold Seal Quality Designation.
42. **Special Needs Rate.** PROVIDER will receive a special needs rate identified in Exhibit 3 when providing services to a child with an identified special need. A special need child is defined as a child who has been determined eligible as a child with a disability in accordance with Chapter 6A-6, F.A.C., and is participating in a program for children with disabilities provided by the school district or a child who has an individualized educational plan (IEP) or family support plan (FSP).
43. **Rate Changes and Limitations.** PROVIDER agrees to report any changes in its published child care rates or its Gold Seal status, if applicable. PROVIDER acknowledges that COALITION is prohibited from making payments, inclusive of Gold Seal or special needs rate differentials, which would cumulatively exceed PROVIDER's private payment rate. In the event that any information submitted by PROVIDER in Exhibit 3 changes, PROVIDER must notify COALITION in writing of the change no later than close of business on the day of the change. COALITION may amend PROVIDER's reimbursement rate based on the information submitted by PROVIDER or any of the factors identified in this paragraph. COALITION must notify PROVIDER, in writing, of any change in reimbursement rate at least thirty (30) calendar days before the change is implemented.
44. **Rates and Fees for Parents.** PROVIDER acknowledges that it is prohibited from charging parents receiving SR services a higher rate than that charged to private pay parents. In addition to the parent co-payment assessed by COALITION, PROVIDER must provide the parent with a list of any fees it charges and, if applicable, written notice of the difference between the private pay rate and SR reimbursement, prior to the parent enrolling his/her child in PROVIDER's SR program. PROVIDER is prohibited from charging any fees other than the parent co-payment or those fees provided to the parent on the fee list described above.
45. **Military Subsidies.** PROVIDER agrees that it will notify COALITION if it receives military subsidy payments through or from the Child Care Aware of America[®] (formally NACCRRRA) or any legal successor organizations, on behalf of any child enrolled in PROVIDER's SR program. PROVIDER understands that its SR reimbursement rate may be changed as a result of receipt of such military subsidy payments. If PROVIDER fails to report receipt of such military subsidy payments, PROVIDER will be subject to fraud investigation for violation of the requirements of the SR program.
46. **Co-payment.** As required by s. 1002.84(8), F.S., and Rule 6M-4.401, F.A.C., PROVIDER shall collect the assessed parent co-payment in accordance with Rule 6M-4.400, F.A.C., from the parent.
 - a. **Co-payment Amount.** The amount of the co-payment which must be collected for each child is included on his or her child care certificate. In the event that an assessed parent co-

payment is changed by COALITION, COALITION will send the PROVIDER written notice of the change. Only co-payment changes from the COALITION are valid.

- b. Co-payment Assessment and Collection.** Assessed parent co-payments are automatically deducted from PROVIDER's monthly reimbursement. PROVIDER is required to collect parent co-payments.
- c. Co-payment Documentation.** PROVIDER must give the parent a receipt for each co-payment made by the parent and retain receipt records for all child care co-payments. Upon request, PROVIDER shall provide a current accounting and copy of co-payment receipt records to the COALITION. COALITION will use this documentation to ensure parents who transfer their children to another child care provider have met their co-payment obligations before receiving additional school readiness services.

- 47. Holiday Schedule.** PROVIDER agrees to follow the holiday schedule approved by COALITION for PROVIDER's program, which includes _____ days per year as set forth in Exhibit 4: Holiday Schedule and understands that these are the only holidays for which PROVIDER will receive reimbursement. Pursuant to Rule 6M-4.500, F.A.C., reimbursement may be made for up to twelve (12) recognized holidays per year.
- 48. Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance reports for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the third (3rd) business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next open payment cycle.
- 49. Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
- 50. Emergency Temporary Closure.** PROVIDER agrees all requests for compensation for temporary closures beyond PROVIDER's control will be handled in accordance with Rule 6M-4.501, F.A.C.
- 51. Disallowed Costs.** PROVIDER agrees expenditures submitted for reimbursement may be questioned or disallowed based on the provisions governing the SR program as described in paragraph 5. Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the SR Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER shall be subject to collection efforts and/or funds may be obtained from other early learning programs. PROVIDER shall have an opportunity to substantiate or appeal the decision of a questioned or disallowed cost. Any unresolved questioned costs may become disallowed costs.
- 52. Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not

in substitution for, comparable services previously provided without Federal assistance.” (42 U.S.C., s. 9835(c))

- 53. Title 20 Schools.** If PROVIDER receives federal funds under Title 20, United States Code, ss. 6311-6322, PROVIDER understands that, in accordance with federal law, PROVIDER may use “Federal funds to supplement, [but] not [to] supplant non-Federal funds.” (20 U.S.C., s. 6314(a)(3)(B))

VIII. FINANCIAL CONSEQUENCES

- 54.** As a result of PROVIDER’s failure to provide the minimum level of services required by this Contract, COALITION shall temporarily withhold reimbursement, disallow all or part of services not in compliance with the terms of this contract or terminate the contract.

IX. NONDISCRIMINATION

- 55. Discrimination Prohibited.** PROVIDER agrees not to discriminate against children, families and staff on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. PROVIDER will comply with the terms of 45 C.F.R. §98.47 regarding non-discrimination against staff persons on the basis of religion.

X. NONCOMPLIANCE, PROBATION AND TERMINATION

56. Noncompliance Determination.

- a. Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the SR program as described in paragraph 5. or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. (“Corrective action” means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Upon determining that the PROVIDER has satisfactorily completed the corrective action, the COALITION shall notify the PROVIDER in writing.
- b. Probation.** If COALITION concludes that PROVIDER has received a corrective action notice for the same violation two or more times or have had multiple corrective action plans within the contract year or if the corrective action plan is not completed within the prescribed timelines, PROVIDER shall be placed on probation for a period up to six (6) months. Probation may include one or more of the following conditions: training or staff development, monitoring or technical assistance by COALITION or submission of documentation related to the violation. COALITION must notify PROVIDER in writing of the terms and duration of the probation, including required timelines. The terms of the probation must correlate to the basis of the corrective action.

57. Termination for Cause.

- a. Basis of Termination for Cause.** PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children; (b) The material failure to comply with the terms of this Contract, including, but not limited to, failure to implement corrective action or comply with the terms of probation as described in paragraph 56 above; (c) The refusal to accept any notice described under this Contract which COALITION is required to send to PROVIDER; or (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER as described in paragraph 63.
- b. Notice of Termination for Cause.** In order to terminate PROVIDER for cause, COALITION must send a written notice of termination for cause to PROVIDER. Such notice must be sent, with proof of delivery, at least five (5) business days before termination. The notice must state the date of, and the specific basis for, termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract shall be terminated on the date identified in the notice. COALITION shall document any refusal of delivery.

58. Emergency Termination. COALITION must immediately terminate this Contract on an emergency basis upon notification by the Department of Children and Families (DCF) or local licensing agency that actions or inactions of a PROVIDER pose an immediate and serious danger to the health, safety, or welfare of children. COALITION will terminate this Contract on an emergency basis by sending PROVIDER written notice of emergency termination at least twenty-four (24) hours prior to termination. The written notice must specifically state the basis of COALITION's determination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64.

59. Revocation of Eligibility. In accordance with s. 1002.88(2), F.S., if PROVIDER's Contract is terminated under paragraph 56., 57., or 58., COALITION may revoke PROVIDER's eligibility to deliver the school readiness program for a period of five (5) years.

60. Termination of Contract by Provider. PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given and alternative arrangements for uninterrupted services shall be made at least thirty (30) calendar days before the termination date for children served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER.

61. Legislative Appropriation. Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented SR hours completed prior to termination of this Contract.

62. Eligible Child Care Provider. In order to receive state or federal funds under this Contract, PROVIDER must be an eligible child care provider as defined under 45 C.F.R. §98.2. Failure to

maintain status as an eligible child care provider shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 58. PROVIDER certifies that each location at which PROVIDER offers the SR program is an eligible child care provider. PROVIDER agrees to notify COALITION immediately if it ceases to be an eligible child care provider.

63. Fraud.

- a. Anti-Fraud Plan.** PROVIDER agrees to comply with the anti-fraud plan established by COALITION in accordance with s. 1002.91, F.S.
- b. Payment Certificate Fraud Investigation.** In accordance with s. 1002.82(6)(d), F.S., if it is determined that PROVIDER has given any cash or other consideration to the beneficiary in return for receiving a payment certificate, COALITION or its fiscal agent shall refer the matter to the Department of Financial Services pursuant to s. 414.411, F.S., for investigation.
- c. Suspension for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the school readiness program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 64. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
- d. Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of five (5) years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or board director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.
- e. Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

64. Due Process Procedures. PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 5: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER's School Readiness Contract is being examined.

- 65. Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section X of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the “official use only” column. COALITION shall provide a copy of the revised Exhibit 1 showing any stricken locations to the PROVIDER. This Contract shall remain in full force and effect as to all other locations on Exhibit 1 which have not been stricken.
- 66. Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION’s geographical service area.

XI. NOTIFICATION

- 67. Information Change Notification.** PROVIDER agrees to report any changes in contact or program information within fourteen (14) calendar days or temporary emergency closings of the SR program within two (2) calendar days. Permanent business closings or changes in business location or ownership must be reported at least thirty (30) calendar days prior to changes. PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.
- 68. Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER’s care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER’s staff; the injury of a child which requires professional medical attention at PROVIDER’s site or written notification from the child’s parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is named party or defendant and which relates to the PROVIDERs operation at any location at which SR services are being provided.
- 69. Notification of Disqualification or Public Assistance Fraud.**
- a.** PROVIDER shall notify COALITION within five (5) calendar days if the PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
 - b.** PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found

guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

70. Contact Persons.

- a. **Coalition Contact.** The representative for COALITION for the purposes of this Contract is _____ who can be contacted at _____ or by email at _____.
- b. **Provider Contact.** The representative for PROVIDER for the purposes of this Contract is _____ who can be contacted at _____ or by email at _____.
- c. **Contact Change.** In the event that either party designates different representatives after execution of this Contract, notice of the name and contact information of the new representative will be rendered in writing to the other party within ten (10) calendar days of change.

XII. INDEMNIFICATION

- 71. PROVIDER shall be fully liable for and indemnify, defend and hold harmless COALITION, the Office of Early Learning and all of their officers, directors, agents, contractors, subcontractors and employees from and against any and all third-party claims, suits, actions, damages, judgments and costs that arise whether in law or in equity, from any of the PROVIDER’s agents, subcontractors or employees’ acts, actions, neglect or omission during the performance or operations under this Contract or any subsequent modification thereof. This includes attorney’s fees and costs. This indemnification holds whether liability is direct or indirect and whether damage is to any person or real or personal tangible or intangible property. **If PROVIDER is a state agency, public school or school district, this paragraph is limited to the extent required by s. 768.28, F.S.**

XIII. SEVERABILITY

- 72. If any provision of this Contract is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

XIV. NO AMENDMENTS

- 73. No attachments, amendments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1: Provider Location List; Exhibit 2: Required Documentation; Exhibit 3: Provider Reimbursement Rates; Exhibit 4: Holiday Schedule; Exhibit 5: Due Process Procedures; and Form OEL-SR 20L, Form OEL-SR 20LE, or Form OEL-SR 20FFN, as described in paragraph 7.

(Remainder of this page intentionally left blank.)

XIV. EXECUTION OF CONTRACT

In accordance with s. 1002.88(1)(p), F.S., PROVIDER has caused this Contract to be executed as of the date set forth in Paragraph 1. By signing below, PROVIDER hereby certifies that PROVIDER has read and understood this Contract. PROVIDER certifies that all information provided is true and correct and agrees that noncompliance with the requirements of the School Readiness program including, but not limited to the requirements of this Contract, and all Exhibits and authorized attachments, shall result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section X.

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

**Signature of President/Vice President/
Secretary/Officer/Owner/Principal/or Other
Authorized Representative**
 By Electronic Signature

Print Name

Title

Date

**Provider’s Additional Signatory (If required by
the Provider)**
 By Electronic Signature

Print Name

Title

Date

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

Signature of Authorized Coalition Representative
 By Electronic Signature

Print Name

Title

Date

Exhibit 1: Provider Location List

Provider Name: _____

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

Not Applicable.

If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) program providers, enter each name and physical location in the table below. If PROVIDER is executing a single Contract on behalf of multiple private SR sites within COALITION’s service area, enter each name and physical location in the table below. If PROVIDER is using a different curriculum or curricula at various sites, enter the name of the curriculum or curricula used at each site. Identify the character development Program used at each site, if character development is included in the curriculum or curricula indicate as “included.”

Note: PROVIDER may use multiple Exhibit 1 to list all locations that are included under this contract.

If COALITION determines a physical location to be ineligible to offer the SR program, COALITION will strike through the name and location in the table below and initial and date in the column titled “Official Use Only” and send a copy of this Exhibit to PROVIDER.

Location Number (DCF/FEIN Number)	Location Name	Physical Address	Curriculum (Date/Edition)	Official Use Only
			Character Development (Date/Edition)	
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Exhibit 2: Required Documentation

Provider Name: _____

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

1. Private Child Care Rates

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

2. Gold Seal Rates

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

3. Documentation of Eligible Child Care Provider

Private SR Providers

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

Public School, Private School, and Charter School SR Providers

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

4. Specialized Program Type

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

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

6. Documentation of signature authority.

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

Exhibit 3: Provider Reimbursement Rates

Provider Name: _____

Provider Operational Hours: _____

PROVIDER must mark the appropriate box below indicating the appropriate provider type. In addition, PROVIDER must mark whether or not it has a Gold Seal Quality Care Designation. Finally, PROVIDER must complete the table below marked “To be completed by PROVIDER.” COALITION will complete the remainder of the Exhibit.

Does PROVIDER have a Gold Seal Designation? Yes No

PROVIDER’s Private Pay Rates (To be Completed by PROVIDER)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates								
Part-Time Daily Rates								
Before or After School Rates	N/A	N/A	N/A	N/A				

COALITION Maximum Reimbursement Rates (To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates								
Full-Time Gold Seal Daily Rates								
Part-Time Daily Rates								
Part-Time Gold Seal Daily Rates								
Before or After School Rates	N/A	N/A	N/A	N/A				
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A		N/A	N/A	N/A
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A		N/A	N/A	N/A

Approved PROVIDER Reimbursement Rate*
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12<24 MTH	(2YR) 24<36 MTH	(PR3) 36<48 MTH	(PR4) 48<60 MTH	(PR5) 60<72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates								
Part-Time Daily Rates								
Before or After School Rates	N/A	N/A	N/A	N/A				
Full-Time VPK Wrap Rate	N/A	N/A	N/A	N/A		N/A	N/A	N/A
Part-Time VPK Wrap Rate	N/A	N/A	N/A	N/A		N/A	N/A	N/A

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

Effective Date of Rates Established in This Exhibit _____

Exhibit 4: Holiday Schedule

Provider Name: _____

Holiday	Date Observed

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

Exhibit 5: Due Process Procedures

Provider Name: _____

1. **Purpose of Exhibit.** Early Learning Coalitions are responsible for the local implementation of early learning programs funded with state and federal funds, such as the School Readiness Program and Voluntary Prekindergarten Education Program. Providers of such early learning programs may request a review of determinations made by an Early Learning Coalition in accordance with the due process procedures described below.
2. **Request for Review Hearing.** If a provider disputes any action taken by the Coalition pursuant to the terms of the Statewide School Readiness Provider Contract, the provider may request a review hearing in writing. A review hearing is a “meeting” for the purposes of the Sunshine Law which is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address Coalition staff-persons or sub-contractor staff regarding the Coalition’s action and to present supporting evidence before a Review Hearing Committee. Provider may have an attorney present at the review hearing to represent or advise the provider.
 - a. **Content of Request for Review Hearing.** The request for review hearing must state: the name and contact information of an individual authorized to provide information and binding responses on behalf of provider; the specific action by the Coalition that the provider disputes, the specific reasons for the provider’s belief; and whether the provider will be represented by an attorney or another individual during the review hearing.
 - b. **Request Time.** The provider’s request for a review hearing must be submitted in writing to the Coalition within five (5) business days of receipt of notice of the determination which the provider believes to be incorrect.
 - c. **Supporting Documentation.** The provider must send copies of any written documentation supporting the claims of the provider. Examples of relevant documentation may include, but are not limited to, attendance documentation, notarized attestations from parents, documentation from licensing or accrediting bodies, documents demonstrating dates of information submission, and a proposed corrective action plan.
3. **Implementation of Review.** If the Coalition receives a request for review hearing from the provider, the Coalition must address the request by taking the following steps.
 - a. **Assignment of Review Hearing Committee.** Within three (3) business days of receipt of a request for review hearing, the Coalition must assign a Review Hearing Committee to complete the review. The Review Hearing Committee must be composed of at least three but no more than five members of the Coalition Board. The Chair of the ELC shall appoint the Review Hearing Committee and shall name the chair of the committee. Three of the members must be a mandatory member as set forth in section 1002.83(4) with at least one provider representative member.
 - b. **Response to Request for Review Hearing.** Within five (5) business days of receipt of the request for review hearing, the Coalition must respond to the provider in writing, return receipt requested. The notice must include at least three (3) proposed dates and

times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

- c. Date and Location Selection.** Within five (5) business days of receipt of the response to a request for review hearing, the provider must inform the Coalition of the date and time which it selects for the review hearing and whether the provider will attend the meeting in person or via a method of telecommunication. Within five (5) business days of receipt of the response to a request for review hearing, if the provider is unable to attend any of the proposed dates and times for the review hearing, the provider must submit written notice which states the specific reasons that provider is unable to attend and must contact the Coalition to select a mutually agreed upon date for the review hearing. If the provider does not inform the Coalition of the date and time within the required time period, then the process is considered complete and the request is denied.
- d. Conducting the Review Hearing.** The Review Hearing Committee shall assess the claim(s) the provider made in its request for review by examining all information and documentation submitted by the provider. The provider must be given a reasonable opportunity to question Coalition staff-persons or sub-contractor staff regarding the determinations of the Coalition and to present evidence before the Review Hearing Committee. The Coalition will also be provided a reasonable opportunity to submit evidence to rebut any claims made by the provider.
- e. Notice of Review Hearing Conclusion.** Following completion of the presentation by the provider and the Coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The Review Hearing Committee must also appoint a Review Hearing Committee member or a Coalition staff person to prepare a written notice of the review hearing conclusion. (If the notice is developed by a Coalition staff person, the notice must be reviewed by the Review Hearing Committee in a subsequent public meeting and approved before being sent to the provider.) The written notice must state the outcome of the Review Hearing Committee's vote regarding each of the provider's claims. In addition, the notice must specifically state the reasons supporting the Review Hearing Committee's conclusions. Finally, if the majority of the Review Hearing Committee determines:

 - i.** That no part of the determination made by the Coalition was correct, the notice must state provider is not required to take further action.
 - ii.** That any part of the determination made by the Coalition is correct, the notice must identify the portion(s) determined to be correct. As applicable, the notice must also state:

 - A.** If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee

determines to be correct; and the revised deadlines for completion of the corrective action(s);

- B.** If the provider's School Readiness Contract or eligibility to offer the School Readiness Program will be terminated, the date of termination.

The decision of the Review Hearing Committee is final.



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

I. PARTIES AND PROVIDER TYPE

1. **Parties.** This document is executed as an attachment to the Contract made and entered into the _____ day of _____, 20_____, by and between the Early Learning Coalition of _____ (herein referred to as “COALITION”), and _____ (herein referred to as “PROVIDER”).

2. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), Florida Statutes (F.S.). This form is designed for use by licensed providers. PROVIDER must check the box to indicate PROVIDER’s type:
 - A child care facility licensed under s. 402.305, F.S.
 - A family day care home licensed or registered under s. 402.313, F.S.
 - A large family child care home licensed under s. 402.3131, F.S.
 - A before-school or after-school program described in s. 402.305(1)(c), F.S., which has elected to be licensed.

II. LICENSED PROVIDER RESPONSIBILITIES

1. **Health and Safety.**
 - a. In accordance with s. 1002.88(1)(c), F.S., PROVIDER agrees to offer basic health and safety of its premises and facilities and compliance with requirements for age-appropriate immunizations of children enrolled in the school readiness program. PROVIDER’s compliance with ss. 402.305, 402.3131, or 402.313, F.S., satisfies this requirement.
 - b. In accordance with s. 1002.88(1)(e), F.S., PROVIDER agrees to offer a healthy and safe environment pursuant to s. 402.305(5), (6), and (7), F.S., as applicable, and as verified pursuant to s. 402.311, F.S.

2. **Staff to Children Ratio.** In accordance with s. 1002.88(1)(d), F.S., PROVIDER agrees to maintain the required staff to child ratio in accordance with ss. 402.305(4), 402.302(8), or 402.302(11), F.S., as verified pursuant to s. 402.311, F.S.

3. **Insurance.**
 - a. **General liability insurance.** In accordance with s. 1002.88(1)(1), F.S., PROVIDER agrees to maintain general liability insurance and provide the coalition with written evidence of general liability insurance coverage, including coverage for transportation of children if school readiness program children are transported by the PROVIDER. PROVIDER must obtain and retain an insurance policy that provides a minimum of \$100,000 of coverage per occurrence and a minimum of \$300,000 general aggregate coverage. PROVIDER must add

the coalition as a named certificateholder and as an additional insured. PROVIDER must provide COALITION with a minimum of ten (10) calendar days' advance written notice of cancellation of or changes to coverage. The general liability insurance required by this paragraph must remain in full force and effect for the entire period of this Contract. If the general liability insurance coverage required by this paragraph lapses, COALITION shall immediately terminate this Contract.

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

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



**STATE OF FLORIDA
STATEWIDE SCHOOL READINESS PROVIDER CONTRACT
LICENSE EXEMPT PROVIDER RESPONSIBILITIES
FORM OEL-SR 20LE**

I. PARTIES AND PROVIDER TYPE

1. **Parties.** This document is executed as an attachment to the Contract made and entered into the _____ day of _____, 20_____, by and between the Early Learning Coalition of _____ (herein referred to as "COALITION"), and _____ (herein referred to as "PROVIDER").

2. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), Florida Statutes (F.S.). This form is designed for use by license exempt providers. PROVIDER must check the box to indicate PROVIDER's type:
 - A public school or nonpublic school exempt from licensure under s. 402.3025, F.S.
 - A faith-based child care provider exempt from licensure under s. 402.316, F.S.
 - A before-school or after-school program described in s. 402.305(1)(c), F.S., which is not licensed.

II. LICENSE EXEMPT PROVIDER RESPONSIBILITIES

1. **Health and Safety.** In accordance with s. 1002.88(1)(c), F.S., PROVIDER agrees to provide basic health and safety of its premises and facilities and compliance with requirements for age-appropriate immunizations of children enrolled in the school readiness program.
 - a. **Public school.** If PROVIDER is a public school, compliance with s. 1003.22, F.S., satisfies this requirement.
 - b. **Other License-Exempt Providers.** If PROVIDER is an other provider exempt from licensure under ss. 402.316 or 402.3025, F.S., PROVIDER shall annually complete the health and safety checklist required by s. 1002.82(2)(i), F.S., as incorporated by reference in Rule 6M-4.620, F.A.C. The PROVIDER agrees to post the checklist prominently on its premises in plain sight for visitors and parents, and submit it annually to COALITION no later than the date of the execution of the Contract and by July 1st each year thereafter.

2. Staff to Children Ratio.

In accordance with s. 1002.88(1)(d), F.S., PROVIDER agrees to maintain the required staff to child ratio in accordance with ss. 402.302(8) or (11), F.S., as applicable, and as verified pursuant to s. 402.311, F.S.

3. Insurance.

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

b. Notice of Change. If PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), F.S., PROVIDER agrees to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28, F.S. PROVIDER shall indemnify COALITION to the extent permitted by s. 768.28, F.S., as required by s. 1002.88(1)(o), F.S.

4. Substitute Instructors. In accordance with s. 1002.83(14), F.S., COALITION may request a list of all individuals currently eligible to act as a substitute teacher from a school district .If PROVIDER is a child care facility as defined in s. 402.302, F.S., PROVIDER may employ individuals listed as substitute instructors for the purpose of providing the school readiness program, the Voluntary Prekindergarten Education Program, and all other legally operating child care programs.



**STATE OF FLORIDA
STATEWIDE SCHOOL READINESS PROVIDER CONTRACT
INFORMAL PROVIDER RESPONSIBILITIES
FORM OEL-SR 20FFN**

I. PARTIES AND PROVIDER TYPE

1. **Parties.** This document is executed as an attachment to the Contract made and entered into the _____ day of _____, 20_____, by and between the Early Learning Coalition of _____ (herein referred to as “COALITION”), and _____ (herein referred to as “PROVIDER”).
2. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in s. 1002.88(1)(a), F.S. This attachment is for use by informal providers (also known as Family Friends and Neighbors or FFNs) authorized in the state's Child Care and Development Fund Plan as approved by the United States Department of Health and Human Services pursuant to 45 C.F.R. s. 98.18. The form includes requirements that are in addition to, not in lieu of, any requirements specified in Form OEL-SR 20. This form shall become a part of the formal contract between PROVIDER and COALITION.

II. INFORMAL PROVIDER RESPONSIBILITIES

1. **Health and Safety.** In accordance with section (s.)1002.88(1)(c), Florida Statutes (F.S.), PROVIDER agrees to provide basic health and safety of its premises and facilities and compliance with requirements for age-appropriate immunizations of children enrolled in the school readiness program. PROVIDER shall annually complete the health and safety checklist required by s. 1002.82(2)(i), F.S., as incorporated by reference in Rule 6M-4.620, F.A.C. The PROVIDER agrees to post the checklist prominently on its premises in plain sight for visitors and parents, and submit it annually to COALITION no later than the date of the execution of the Contract and by July 1st each year thereafter.
2. **Staff to Children Ratio.** PROVIDER agrees that it may not serve more than five (5) children as an informal provider. PROVIDER agrees and acknowledges that it shall only provide care for the children from one family.
3. **Insurance.** In accordance with s. 1002.88(1)(l) and (m), F.S., PROVIDER agrees to maintain general liability insurance as described by subparagraph a. or homeowner’s liability insurance as described by subparagraph b. Indicate which insurance policy the provider will maintain by checking one of the following boxes:
 - a. **General liability insurance.** PROVIDER chooses to maintain a general liability insurance policy as described by this subparagraph. If PROVIDER chooses to maintain a general liability insurance policy, PROVIDER agrees to maintain general liability insurance and provide the coalition with written evidence of general liability insurance coverage, including coverage for transportation of children if school readiness program children are transported by the PROVIDER. PROVIDER must obtain and retain an insurance policy that provides a minimum of \$100,000 of coverage per occurrence and a minimum of \$300,000 general aggregate coverage. PROVIDER must add the coalition as a named certificate holder

and as an additional insured. PROVIDER must provide COALITION with a minimum of ten (10) calendar days' advance written notice of cancellation of or changes to coverage. The general liability insurance required by this paragraph must remain in full force and effect for the entire period of this Contract. If the general liability insurance coverage required by this paragraph lapses, COALITION shall immediately terminate this Contract.

- b. **Homeowner's insurance.** PROVIDER chooses to maintain a homeowner's policy, and agrees to maintain homeowner's liability insurance and, if applicable, a business rider. PROVIDER must obtain and retain a homeowner's insurance policy that provides a minimum of \$100,000 of coverage per occurrence and a minimum of \$300,000 general aggregate coverage. PROVIDER must add the coalition as a named certificate holder and as an additional insured. PROVIDER must provide the coalition with a minimum of ten (10) calendar days' advance written notice of cancellation of or changes to coverage. The insurance required by this paragraph must remain in full force and effect for the entire period of the Contract. If the insurance coverage required by this paragraph lapses, COALITION shall immediately terminate this Contract.

1001.213 Office of Early Learning.—

There is created within the Office of Independent Education and Parental Choice the Office of Early Learning, as required under s. 20.15, which shall be administered by an executive director. The office shall be fully accountable to the Commissioner of Education but shall:

(1) Independently exercise all powers, duties, and functions prescribed by law and shall not be construed as part of the K-20 education system.

(2) Adopt rules for the establishment and operation of the school readiness program and the Voluntary Prekindergarten Education Program. The office shall submit the rules to the State Board of Education for approval or disapproval. If the state board does not act on a rule within 60 days after receipt, the rule shall be filed immediately with the Department of State.

(3) In compliance with part VI of chapter 1002 and its powers and duties under s. 1002.82, administer the school readiness program at the state level for the state's eligible population described in s. 1002.87 and provide guidance to early learning coalitions in the implementation of the program.

(4) In compliance with parts V and VI of chapter 1002 and its powers and duties under s. 1002.75, administer the Voluntary Prekindergarten Education Program at the state level.

(5) Administer the operational requirements of the child care resource and referral network at the state level.

(6) Keep administrative staff to the minimum necessary to administer the duties of the office.

History.—s. 1, ch. 2013-252.

1002.82 Office of Early Learning; powers and duties.—

(1) For purposes of administration of the Child Care and Development Block Grant Trust Fund, pursuant to 45 C.F.R. parts 98 and 99, the Office of Early Learning is designated as the lead agency and must comply with lead agency responsibilities pursuant to federal law. The office may apply to the Governor and Cabinet for a waiver of, and the Governor and Cabinet may waive, any provision of ss. 411.223 and 1003.54 if the waiver is necessary for implementation of the school readiness program. Section 125.901(2)(a)3. does not apply to the school readiness program.

(2) The office shall:

(a) Focus on improving the educational quality delivered by all providers participating in the school readiness program.

(b) Preserve parental choice by permitting parents to choose from a variety of child care categories, including center-based care, family child care, and informal child care to the extent authorized in the state's Child Care and Development Fund Plan as approved by the United States Department of Health and Human Services pursuant to 45 C.F.R. s. 98.18. Care and curriculum by a faith-based provider may not be limited or excluded in any of these categories.

(c) Be responsible for the prudent use of all public and private funds in accordance with all legal and contractual requirements, safeguarding the effective use of federal, state, and local resources to achieve the highest practicable level of school readiness for the children described in s. 1002.87, including:

1. The adoption of a uniform chart of accounts for budgeting and financial reporting purposes that provides standardized definitions for expenditures and reporting, consistent with the requirements of 45 C.F.R. part 98 and s. 1002.89 for each of the following categories of expenditure:

- a. Direct services to children.
- b. Administrative costs.
- c. Quality activities.
- d. Nondirect services.

2. Coordination with other state and federal agencies to perform data matches on children participating in the school readiness program and their families in order to verify the children's eligibility pursuant to s. 1002.87.

(d) Establish procedures for the biennial calculation of the average market rate.

(e) Review each early learning coalition's school readiness program plan every 2 years and provide final approval of the plan and any amendments submitted.

(f) Establish a unified approach to the state's efforts to coordinate a comprehensive early learning program. In support of this effort, the office:

1. Shall adopt specific program support services that address the state's school readiness program, including:

a. Statewide data information program requirements that include:

- (I) Eligibility requirements.
- (II) Financial reports.
- (III) Program accountability measures.
- (IV) Child progress reports.

b. Child care resource and referral services.

c. A single point of entry and uniform waiting list.

2. May provide technical assistance and guidance on additional support services to complement the school readiness program, including:

- a. Rating and improvement systems.
- b. Warm-Line services.
- c. Anti-fraud plans.

- d. School readiness program standards.
- e. Child screening and assessments.
- f. Training and support for parental involvement in children's early education.
- g. Family literacy activities and services.
- (g) Provide technical assistance to early learning coalitions.
- (h) In cooperation with the early learning coalitions, coordinate with the Child Care Services Program Office of the Department of Children and Families to reduce paperwork and to avoid duplicating interagency activities, health and safety monitoring, and acquiring and composing data pertaining to child care training and credentialing.
- (i) Develop, in coordination with the Child Care Services Program Office of the Department of Children and Families, and adopt a health and safety checklist to be completed by license-exempt providers that does not exceed the requirements s. 402.305.
- (j) Develop and adopt standards and benchmarks that address the age-appropriate progress of children in the development of school readiness skills. The standards for children from birth to 5 years of age in the school readiness program must be aligned with the performance standards adopted for children in the Voluntary Prekindergarten Education Program and must address the following domains:
 1. Approaches to learning.
 2. Cognitive development and general knowledge.
 3. Numeracy, language, and communication.
 4. Physical development.
 5. Self-regulation.
- (k) Select assessments that are valid, reliable, and developmentally appropriate for use as preassessment and postassessment for the age ranges specified in the coalition plans. The assessments must be designed to measure progress in the domains of the performance standards adopted pursuant to paragraph (j), provide appropriate accommodations for children with disabilities and English language learners, and be administered by qualified individuals, consistent with the publisher's instructions.
- (l) Adopt a list of approved curricula that meet the performance standards for the school readiness program and establish a process for the review and approval of a provider's curriculum that meets the performance standards.
- (m) Adopt by rule a standard statewide provider contract to be used with each school readiness program provider, with standardized attachments by provider type. The office shall publish a copy of the standard statewide provider contract on its website. The standard statewide contract shall include, at a minimum, provisions for provider probation, termination for cause, and emergency termination for those actions or inactions of a provider that pose an immediate and serious danger to the health, safety, or welfare of the children. The standard statewide provider contract shall also include appropriate due process procedures. During the pendency of an appeal of a termination, the provider may not continue to offer its services. Any provision imposed upon a provider that is inconsistent with, or prohibited by, law is void and unenforceable.
- (n) Establish a single statewide information system that each coalition must use for the purposes of managing the single point of entry, tracking children's progress, coordinating services among stakeholders, determining eligibility of children, tracking child attendance, and streamlining administrative processes for providers and early learning coalitions.
- (o) Adopt by rule standardized procedures for coalitions to use when monitoring the compliance of school readiness program providers with the terms of the standard statewide provider contract.
- (p) Monitor and evaluate the performance of each early learning coalition in administering the school readiness program, ensuring proper payments for school readiness program services, implementing the coalition's school readiness program plan, and administering the Voluntary Prekindergarten Education Program. These monitoring and performance evaluations must include, at a minimum, onsite monitoring of each coalition's finances, management, operations, and programs.
- (q) Work in conjunction with the Bureau of Federal Education Programs within the Department of Education to coordinate readiness and voluntary prekindergarten services to the populations served by the bureau.
- (r) Administer a statewide toll-free Warm-Line to provide assistance and consultation to child care facilities and family day care homes regarding health, developmental, disability, and special needs issues of the children they are serving, particularly children with disabilities and other special needs. The office shall:
 1. Annually inform child care facilities and family day care homes of the availability of this service through the child care resource and referral network under s. 1002.92.
 2. Expand or contract for the expansion of the Warm-Line to maintain at least one Warm-Line in each early learning coalition service area.
- (3) If the office determines during the review of school readiness program plans, or through monitoring and performance evaluations conducted under s. 1002.85, that an early learning coalition has not substantially implemented its plan, has not substantially met the performance standards and outcome measures adopted by the office, or has not effectively administered the school readiness program or Voluntary Prekindergarten Education Program, the office may temporarily contract with a qualified entity to continue school readiness program and prekindergarten services in the coalition's county or multicounty region until the office reestablishes the coalition and a new school readiness program plan is approved in accordance with the rules adopted by the office.
- (4) The office may request the Governor to apply for a waiver to allow a coalition to administer the Head Start Program to accomplish the purposes of the school readiness program.

(5) By January 1 of each year, the office shall annually publish on its website a report of its activities conducted under this section. The report must include a summary of the coalitions' annual reports, a statewide summary, and the following:

(a) An analysis of early learning activities throughout the state, including the school readiness program and the Voluntary Prekindergarten Education Program.

1. The total and average number of children served in the school readiness program, enumerated by age, eligibility priority category, and coalition, and the total number of children served in the Voluntary Prekindergarten Education Program.

2. A summary of expenditures by coalition, by fund source, including a breakdown by coalition of the percentage of expenditures for administrative activities, quality activities, nondirect services, and direct services for children.

3. A description of the office's and each coalition's expenditures by fund source for the quality and enhancement activities described in s. 1002.89(6)(b).

4. A summary of annual findings and collections related to provider fraud and parent fraud.

5. Data regarding the coalitions' delivery of early learning programs.

6. The total number of children disenrolled statewide and the reason for disenrollment.

7. The total number of providers by provider type.

8. The total number of provider contracts revoked and the reasons for revocation.

(b) A summary of the activities and detailed expenditures related to the Child Care Executive Partnership Program.

(6)(a) Parental choice of child care providers, including private and faith-based providers, shall be established to the maximum extent practicable in accordance with 45 C.F.R. s. 98.30.

(b) As used in this subsection, the term "payment certificate" means a child care certificate as defined in 45 C.F.R. s. 98.2.

(c) The school readiness program shall, in accordance with 45 C.F.R. s. 98.30, provide parental choice through a payment certificate that provides, to the maximum extent possible, flexibility in the school readiness program and payment arrangements. The payment certificate must bear the names of the beneficiary and the program provider and, when redeemed, must bear the signatures of both the beneficiary and an authorized representative of the provider.

(d) If it is determined that a provider has given any cash or other consideration to the beneficiary in return for receiving a payment certificate, the early learning coalition or its fiscal agent shall refer the matter to the Department of Financial Services pursuant to s. 414.411 for investigation.

(7) Participation in the school readiness program does not expand the regulatory authority of the state, its officers, or an early learning coalition to impose any additional regulation on providers beyond those necessary to enforce the requirements set forth in this part and part V of this chapter.

History.—s. 17, ch. 2013-252.

1002.84 Early learning coalitions; school readiness powers and duties.—Each early learning coalition shall:

(1) Administer and implement a local comprehensive program of school readiness program services in accordance with this part and the rules adopted by the office, which enhances the cognitive, social, and physical development of children to achieve the performance standards.

(2) Establish a uniform waiting list to track eligible children waiting for enrollment in the school readiness program in accordance with rules adopted by the office.

(3) Establish a resource and referral network operating under s. 1002.92 to assist parents in making an informed choice and provide maximum parental choice of providers and to provide information on available community resources.

(4) Establish a regional Warm-Line as directed by the office pursuant to s. 1002.82(2)(r). Regional Warm-Line staff shall provide onsite technical assistance, when requested, to assist child care facilities and family day care homes with inquiries relating to the strategies, curriculum, and environmental adaptations the child care facilities and family day care homes may need as they serve children with disabilities and other special needs.

(5) Establish an age-appropriate screening, for children ages birth to 5 years, of each child's development and an appropriate referral process for children with identified delays. Such screening shall not be a requirement of entry into the school readiness program and shall be only given with parental consent.

(6) Implement an age-appropriate preassessment and postassessment of children if specified in the coalition's approved plan.

(7) Determine child eligibility pursuant to s. 1002.87 and provider eligibility pursuant to s. 1002.88. At a minimum, child eligibility must be redetermined annually. Redetermination must also be conducted twice per year for an additional 50 percent of a coalition's enrollment through a statistically valid random sampling. A coalition must document the reason why a child is no longer eligible for the school readiness program according to the standard codes prescribed by the office.

(8) Establish a parent sliding fee scale that requires a parent copayment to participate in the school readiness program. Providers are required to collect the parent's copayment. A coalition may, on a case-by-case basis, waive the copayment for an at-risk child or temporarily waive the copayment for a child whose family experiences a

natural disaster or an event that limits the parent's ability to pay, such as incarceration, placement in residential treatment, or becoming homeless, or an emergency situation such as a household fire or burglary, or while the parent is participating in parenting classes. A parent may not transfer school readiness program services to another school readiness program provider until the parent has submitted documentation from the current school readiness program provider to the early learning coalition stating that the parent has satisfactorily fulfilled the copayment obligation.

(9) Establish proper maintenance of records related to eligibility and enrollment files, provider payments, coalition staff background screenings, and other documents required for the implementation of the school readiness program.

(10) Establish a records retention requirement for sign-in and sign-out records that is consistent with state and federal law. Attendance records may not be altered or amended after December 31 of the subsequent year.

(11) Follow the tangible personal property requirements of chapter 274 and rules adopted under that chapter.

(12) Comply with federal procurement requirements and the procurement requirements of ss. 215.971, 287.057, and 287.058, except that an early learning coalition is not required to competitively procure direct services for school readiness program and Voluntary Prekindergarten Education Program providers.

(13) Establish proper information technology security controls, including, but not limited to, periodically reviewing the appropriateness of access privileges assigned to users of certain systems; monitoring system hardware performance and capacity-related issues; and ensuring appropriate backup procedures and disaster recovery plans are in place.

(14) Develop written policies, procedures, and standards for monitoring vendor contracts, including, but not limited to, provisions specifying the particular procedures that may be used to evaluate contractor performance and the documentation that is to be maintained to serve as a record of contractor performance. This subsection does not apply to contracts with school readiness program providers or Voluntary Prekindergarten Education Program providers.

(15) Monitor school readiness program providers in accordance with its plan, or in response to a parental complaint, to verify that the standards prescribed in ss. 1002.82 and 1002.88 are being met using a standard monitoring tool adopted by the office. Providers determined to be high-risk by the coalition, as demonstrated by substantial findings of violations of federal law or the general or local laws of the state, shall be monitored more frequently. Providers with 3 consecutive years of compliance may be monitored biennially.

(16) Adopt a payment schedule that encompasses all programs funded under this part and part V of this chapter. The payment schedule must take into consideration the average market rate, include the projected number of children to be served, and be submitted for approval by the office. Informal child care arrangements shall be reimbursed at not more than 50 percent of the rate adopted for a family day care home.

(17) Implement an anti-fraud plan addressing the detection, reporting, and prevention of overpayments, abuse, and fraud relating to the provision of and payment for school readiness program and Voluntary Prekindergarten Education Program services and submit the plan to the office for approval, as required by s. 1002.91.

(18) By October 1 of each year, submit an annual report to the office. The report shall conform to the format adopted by the office and must include:

(a) Segregation of school readiness program funds, Voluntary Prekindergarten Education Program funds, Child Care Executive Partnership Program funds, and other local revenues available to the coalition.

(b) Details of expenditures by fund source, including total expenditures for administrative activities, quality activities, nondirect services, and direct services for children.

(c) The total number of coalition staff and the related expenditures for salaries and benefits. For any subcontracts, the total number of contracted staff and the related expenditures for salaries and benefits must be included.

(d) The number of children served in the school readiness program, by provider type, enumerated by age and eligibility priority category, reported as the number of children served during the month, the average participation throughout the month, and the number of children served during the month.

(e) The total number of children disenrolled during the year and the reasons for disenrollment.

(f) The total number of providers by provider type.

(g) A listing of any school readiness program provider, by type, whose eligibility to deliver the school readiness program is revoked, including a brief description of the state or federal violation that resulted in the revocation.

(h) An evaluation of its direct enhancement services.

(i) The total number of children served in each provider facility.

(19) Maintain its administrative staff at the minimum necessary to administer the duties of the early learning coalition.

(20) To increase transparency and accountability, comply with the requirements of this section before contracting with a member of the coalition or a relative, as defined in s. 112.3143(1)(c), of a coalition member or of an employee of the coalition. Such contracts may not be executed without the approval of the office. Such contracts, as well as documentation demonstrating adherence to this section by the coalition, must be approved by a two-thirds vote of the coalition, a quorum having been established; all conflicts of interest must be disclosed before the vote; and any member who may benefit from the contract, or whose relative may benefit from the contract, must abstain from the vote. A contract under \$25,000 between an early learning coalition and a member of that coalition or between a relative, as defined in s. 112.3143(1)(c), of a coalition member or of an employee of the coalition is not

required to have the prior approval of the office but must be approved by a two-thirds vote of the coalition, a quorum having been established, and must be reported to the office within 30 days after approval. If a contract cannot be approved by the office, a review of the decision to disapprove the contract may be requested by the early learning coalition or other parties to the disapproved contract.

History.—s. 17, ch. 2013-252; s. 178, ch. 2014-17.

1002.85 Early learning coalition plans.—

(1) The office shall adopt rules prescribing the standardized format and required content of school readiness program plans as necessary for a coalition or other qualified entity to administer the school readiness program as provided in this part.

(2) Each early learning coalition must biennially submit a school readiness program plan to the office before the expenditure of funds. A coalition may not implement its school readiness program plan until it receives approval from the office. A coalition may not implement any revision to its school readiness program plan until the coalition submits the revised plan to and receives approval from the office. If the office rejects a plan or revision, the coalition must continue to operate under its previously approved plan. The plan must include, but is not limited to:

(a) The coalition's operations, including its membership and business organization, and the coalition's articles of incorporation and bylaws if the coalition is organized as a corporation. If the coalition is not organized as a corporation or other business entity, the plan must include the contract with a fiscal agent.

(b) The minimum number of children to be served by care level.

(c) The coalition's procedures for implementing the requirements of this part, including:

1. Single point of entry.
2. Uniform waiting list.
3. Eligibility and enrollment processes.
4. Parent access and choice.
5. Sliding fee scale and policies on applying the waiver or reduction of fees in accordance with s. 1002.84(8).
6. Use of preassessments and postassessments, as applicable.
7. Payment rate.

(d) A detailed description of the coalition's quality activities and services, including:

1. Resource and referral and school-age child care.
2. Infant and toddler early learning.
3. Inclusive early learning programs.

(e) A detailed budget that outlines estimated expenditures for state, federal, and local matching funds at the lowest level of detail available by other-cost-accumulator code number; all estimated sources of revenue with identifiable descriptions; a listing of full-time equivalent positions; contracted subcontractor costs with related annual compensation amount or hourly rate of compensation; and a capital improvements plan outlining existing fixed capital outlay projects and proposed capital outlay projects that will begin during the budget year.

(f) A detailed accounting, in the format prescribed by the office, of all revenues and expenditures during the previous state fiscal year. Revenue sources should be identifiable, and expenditures should be reported by three categories: state and federal funds, local matching funds, and Child Care Executive Partnership Program funds.

(g) Updated policies and procedures, including those governing procurement, maintenance of tangible personal property, maintenance of records, information technology security, and disbursement controls.

(h) A description of the procedures for monitoring school readiness program providers, including in response to a parental complaint, to determine that the standards prescribed in ss. 1002.82 and 1002.88 are met using a standard monitoring tool adopted by the office. Providers determined to be high risk by the coalition as demonstrated by substantial findings of violations of law shall be monitored more frequently.

(i) Documentation that the coalition has solicited and considered comments regarding the proposed school readiness program plan from the local community.

(3) The coalition may periodically amend its plan as necessary. An amended plan must be submitted to and approved by the office before any expenditures are incurred on the new activities proposed in the amendment.

(4) The office shall publish a copy of the standardized format and required content of school readiness program plans on its website.

(5) The office shall collect and report data on coalition delivery of early learning programs. Elements shall include, but are not limited to, measures related to progress towards reducing the number of children on the waiting list, the percentage of children served by the program as compared to the number of administrative staff and overhead, the percentage of children served compared to total number of children under the age of 5 years below 150 percent of the federal poverty level, provider payment processes, fraud intervention, child attendance and stability, use of child care resource and referral, and kindergarten readiness outcomes for children in the Voluntary Prekindergarten Education Program or the school readiness program upon entry into kindergarten. The office shall request input from the coalitions and school readiness program providers before finalizing the format and data to be used. The report shall be implemented beginning July 1, 2014, and results of the report must be included in the annual report under s. 1002.82.

History.—s. 17, ch. 2013-252.

1002.87 School readiness program; eligibility and enrollment.—

(1) Effective August 1, 2013, or upon reevaluation of eligibility for children currently served, whichever is later, each early learning coalition shall give priority for participation in the school readiness program as follows:

(a) Priority shall be given first to a child younger than 13 years of age from a family that includes a parent who is receiving temporary cash assistance under chapter 414 and subject to the federal work requirements.

(b) Priority shall be given next to an at-risk child younger than 9 years of age.

(c) Priority shall be given next to a child from birth to the beginning of the school year for which the child is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2. who is from a working family that is economically disadvantaged, and may include such child's eligible siblings, beginning with the school year in which the sibling is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2. until the beginning of the school year in which the sibling is eligible to begin 6th grade, provided that the first priority for funding an eligible sibling is local revenues available to the coalition for funding direct services. However, a child eligible under this paragraph ceases to be eligible if his or her family income exceeds 200 percent of the federal poverty level.

(d) Priority shall be given next to a child of a parent who transitions from the work program into employment as described in s. 445.032 from birth to the beginning of the school year for which the child is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2.

(e) Priority shall be given next to an at-risk child who is at least 9 years of age but younger than 13 years of age. An at-risk child whose sibling is enrolled in the school readiness program within an eligibility priority category listed in paragraphs (a)-(c) shall be given priority over other children who are eligible under this paragraph.

(f) Priority shall be given next to a child who is younger than 13 years of age from a working family that is economically disadvantaged. A child who is eligible under this paragraph whose sibling is enrolled in the school readiness program under paragraph (c) shall be given priority over other children who are eligible under this paragraph. However, a child eligible under this paragraph ceases to be eligible if his or her family income exceeds 200 percent of the federal poverty level.

(g) Priority shall be given next to a child of a parent who transitions from the work program into employment as described in s. 445.032 who is younger than 13 years of age.

(h) Priority shall be given next to a child who has special needs, has been determined eligible as a student with a disability, has a current individual education plan with a Florida school district, and is not younger than 3 years of age. A special needs child eligible under this paragraph remains eligible until the child is eligible for admission to kindergarten in a public school under s. 1003.21(1)(a)2.

(i) Notwithstanding paragraphs (a)-(d), priority shall be given last to a child who otherwise meets one of the eligibility criteria in paragraphs (a)-(d) but who is also enrolled concurrently in the federal Head Start Program and the Voluntary Prekindergarten Education Program.

(2) A school readiness program provider may be paid only for authorized hours of care provided for a child in the school readiness program. A child enrolled in the Voluntary Prekindergarten Education Program may receive care from the school readiness program if the child is eligible according to the eligibility priorities in this section.

(3) Contingent upon the availability of funds, a coalition shall enroll eligible children, including those from its waiting list, according to the eligibility priorities in this section.

(4) The parent of a child enrolled in the school readiness program must notify the coalition or its designee within 10 days after any change in employment, income, or family size. Upon notification by the parent, the child's eligibility must be reevaluated.

(5) A child whose eligibility priority category requires the child to be from a working family ceases to be eligible for the school readiness program if a parent with whom the child resides does not reestablish employment within 60 days after becoming unemployed.

(6) Eligibility for each child must be reevaluated annually. Upon reevaluation, a child may not continue to receive school readiness program services if he or she has ceased to be eligible under this section.

(7) If a coalition disenrolls children from the school readiness program, the coalition must disenroll the children in reverse order of the eligibility priorities listed in subsection (1) beginning with children from families with the highest family incomes. A notice of disenrollment must be sent to the parent and school readiness program provider at least 2 weeks before disenrollment to provide adequate time for the parent to arrange alternative care for the child. However, an at-risk child may not be disenrolled from the program without the written approval of the Child Welfare Program Office of the Department of Children and Families or the community-based lead agency.

(8) If a child is absent from the program for 5 consecutive days without parental notification to the program of such absence, the school readiness program provider shall report the absence to the early learning coalition for a determination of the need for continued care.

(9) Notwithstanding s. 39.604, a school readiness program provider, regardless of whether the provider is licensed, shall comply with the reporting requirements of the Rilya Wilson Act for each at-risk child under the age of school entry who is enrolled in the school readiness program

History.—s. 17, ch. 2013-252.

1002.88 School readiness program provider standards; eligibility to deliver the school readiness program.—

(1) To be eligible to deliver the school readiness program, a school readiness program provider must:

(a) Be a child care facility licensed under s. 402.305, a family day care home licensed or registered under s. 402.313, a large family child care home licensed under s. 402.3131, a public school or nonpublic school exempt from licensure under s. 402.3025, a faith-based child care provider exempt from licensure under s. 402.316, a before-school or after-school program described in s. 402.305(1)(c), or an informal child care provider to the extent authorized in the state's Child Care and Development Fund Plan as approved by the United States Department of Health and Human Services pursuant to 45 C.F.R. s. 98.18.

(b) Provide instruction and activities to enhance the age-appropriate progress of each child in attaining the child development standards adopted by the office pursuant to s. 1002.82(2)(j). A provider should include activities to foster brain development in infants and toddlers; provide an environment that is rich in language and music and filled with objects of various colors, shapes, textures, and sizes to stimulate visual, tactile, auditory, and linguistic senses; and include 30 minutes of reading to children each day.

(c) Provide basic health and safety of its premises and facilities and compliance with requirements for age-appropriate immunizations of children enrolled in the school readiness program. For a child care facility, a large family child care home, or a licensed family day care home, compliance with s. 402.305, s. 402.3131, or s. 402.313 satisfies this requirement. For a public or nonpublic school, compliance with s. 402.3025 or s. 1003.22 satisfies this requirement. A faith-based child care provider, an informal child care provider, or a nonpublic school, exempt from licensure under s. 402.316 or s. 402.3025, shall annually complete the health and safety checklist adopted by the office, post the checklist prominently on its premises in plain sight for visitors and parents, and submit it annually to its local early learning coalition.

(d) Provide an appropriate staff-to-children ratio, pursuant to s. 402.305(4) or s. 402.302(8) or (11), as applicable, and as verified pursuant to s. 402.311.

(e) Provide a healthy and safe environment pursuant to s. 402.305(5), (6), and (7), as applicable, and as verified pursuant to s. 402.311.

(f) Implement one of the curricula approved by the office that meets the child development standards.

(g) Implement a character development program to develop basic values.

(h) Collaborate with the respective early learning coalition to complete initial screening for each child, aged 6 weeks to kindergarten eligibility, within 45 days after the child's first or subsequent enrollment, to identify a child who may need individualized supports.

(i) Implement minimum standards for child discipline practices that are age-appropriate and consistent with the requirements in s. 402.305(12). Such standards must provide that children not be subjected to discipline that is severe, humiliating, or frightening or discipline that is associated with food, rest, or toileting. Spanking or any other form of physical punishment is prohibited.

(j) Obtain and keep on file record of the child's immunizations, physical development, and other health requirements as necessary, including appropriate vision and hearing screening and examination, within 30 days after enrollment.

(k) Implement before-school or after-school programs that meet or exceed the requirements of s. 402.305(5), (6), and (7).

(l) For a provider that is not an informal provider, maintain general liability insurance and provide the coalition with written evidence of general liability insurance coverage, including coverage for transportation of children if school readiness program children are transported by the provider. A provider must obtain and retain an insurance policy that provides a minimum of \$100,000 of coverage per occurrence and a minimum of \$300,000 general aggregate coverage. The office may authorize lower limits upon request, as appropriate. A provider must add the coalition as a named certificateholder and as an additional insured. A provider must provide the coalition with a minimum of 10 calendar days' advance written notice of cancellation of or changes to coverage. The general liability insurance required by this paragraph must remain in full force and effect for the entire period of the provider contract with the coalition.

(m) For a provider that is an informal provider, comply with the provisions of paragraph (l) or maintain homeowner's liability insurance and, if applicable, a business rider. If an informal provider chooses to maintain a homeowner's policy, the provider must obtain and retain a homeowner's insurance policy that provides a minimum of \$100,000 of coverage per occurrence and a minimum of \$300,000 general aggregate coverage. The office may authorize lower limits upon request, as appropriate. An informal provider must add the coalition as a named certificateholder and as an additional insured. An informal provider must provide the coalition with a minimum of 10 calendar days' advance written notice of cancellation of or changes to coverage. The general liability insurance required by this paragraph must remain in full force and effect for the entire period of the provider's contract with the coalition.

(n) Obtain and maintain any required workers' compensation insurance under chapter 440 and any required reemployment assistance or unemployment compensation coverage under chapter 443.

(o) Notwithstanding paragraph (l), for a provider that is a state agency or a subdivision thereof, as defined in s. 768.28(2), agree to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28. The provider shall indemnify the coalition to the extent permitted by s. 768.28.

(p) Execute the standard statewide provider contract adopted by the office.

(q) Operate on a full-time and part-time basis and provide extended-day and extended-year services to the maximum extent possible without compromising the quality of the program to meet the needs of parents who work.

(2) If a school readiness program provider fails or refuses to comply with this part or any contractual obligation of the statewide provider contract under s. 1002.82(2)(m), the coalition may revoke the provider's eligibility to deliver the school readiness program or receive state or federal funds under this chapter for a period of 5 years.

(3) The office and the coalitions may not:

(a) Impose any requirement on a child care provider or early childhood education provider that does not deliver services under the school readiness program or receive state or federal funds under this part;

(b) Impose any requirement on a school readiness program provider that exceeds the authority provided under this part or part V of this chapter or rules adopted pursuant to this part or part V of this chapter; or

(c) Require a provider to administer a preassessment or postassessment.

History.—s. 17, ch. 2013-252.

1002.91 Investigations of fraud or overpayment; penalties.—

(1) As used in this subsection, the term “fraud” means an intentional deception, omission, or misrepresentation made by a person with knowledge that the deception, omission, or misrepresentation may result in unauthorized benefit to that person or another person, or any aiding and abetting of the commission of such an act. The term includes any act that constitutes fraud under applicable federal or state law.

(2) To recover state, federal, and local matching funds, the office shall investigate early learning coalitions, recipients, and providers of the school readiness program and the Voluntary Prekindergarten Education Program to determine possible fraud or overpayment. If by its own inquiries, or as a result of a complaint, the office has reason to believe that a person, coalition, or provider has engaged in, or is engaging in, a fraudulent act, it shall investigate and determine whether any overpayment has occurred due to the fraudulent act. During the investigation, the office may examine all records, including electronic benefits transfer records, and make inquiry of all persons who may have knowledge as to any irregularity incidental to the disbursement of public moneys or other items or benefits authorizations to recipients.

(3) Based on the results of the investigation, the office may, in its discretion, refer the investigation to the Department of Financial Services for criminal investigation or refer the matter to the applicable coalition. Any suspected criminal violation identified by the office must be referred to the Department of Financial Services for criminal investigation.

(4) An early learning coalition may suspend or terminate a provider from participation in the school readiness program or the Voluntary Prekindergarten Education Program when it has reasonable cause to believe that the provider has committed fraud. The office shall adopt by rule appropriate due process procedures that the early learning coalition shall apply in suspending or terminating any provider, including the suspension or termination of payment. If suspended, the provider shall remain suspended until the completion of any investigation by the office, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

(5) If a school readiness program provider or a Voluntary Prekindergarten Education Program provider, or an owner, officer, or director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, the early learning coalition shall refrain from contracting with, or using the services of, that provider for a period of 5 years. In addition, the coalition shall refrain from contracting with, or using the services of, any provider that shares an officer or director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39 for a period of 5 years.

(6) If the investigation is not confidential or otherwise exempt from disclosure by law, the results of the investigation may be reported by the office to the appropriate legislative committees, the Department of Children and Families, and such other persons as the office deems appropriate.

(7) The early learning coalition may not contract with a school readiness program provider or a Voluntary Prekindergarten Education Program provider who is on the United States Department of Agriculture National Disqualified List. In addition, the coalition may not contract with any provider that shares an officer or director with a provider that is on the United States Department of Agriculture National Disqualified List.

(8) Each early learning coalition shall adopt an anti-fraud plan addressing the detection and prevention of overpayments, abuse, and fraud relating to the provision of and payment for school readiness program and Voluntary Prekindergarten Education Program services and submit the plan to the office for approval. The office shall adopt rules establishing criteria for the anti-fraud plan, including appropriate due process provisions. The anti-fraud plan must include, at a minimum:

(a) A written description or chart outlining the organizational structure of the plan's personnel who are responsible for the investigation and reporting of possible overpayment, abuse, or fraud.

(b) A description of the plan's procedures for detecting and investigating possible acts of fraud, abuse, or overpayment.

(c) A description of the plan's procedures for the mandatory reporting of possible overpayment, abuse, or fraud to the Office of Inspector General within the office.

(d) A description of the plan's program and procedures for educating and training personnel on how to detect and prevent fraud, abuse, and overpayment.

(e) A description of the plan's procedures, including the appropriate due process provisions adopted by the office for suspending or terminating from the school readiness program or the Voluntary Prekindergarten Education Program a recipient or provider who the early learning coalition believes has committed fraud.

(9) A person who commits an act of fraud as defined in this section is subject to the penalties provided in s. 414.39(5)(a) and (b).

History.—s. 17, ch. 2013-252.

1002.97 Records of children in the school readiness program.—

(1) The individual records of children enrolled in the school readiness program provided under this part, held by any early learning coalition or the office, are confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. For purposes of this section, records include assessment data, health data, records of teacher observations, and personal identifying information.

(2) A parent has the right to inspect and review the individual school readiness program record of his or her child and to obtain a copy of the record.

(3) School readiness program records may be released to:

(a) The United States Secretary of Education, the United States Secretary of Health and Human Services, and the Comptroller General of the United States for the purpose of federal audits and investigations.

(b) Individuals or organizations conducting studies for institutions to develop, validate, or administer assessments or improve instruction.

(c) Accrediting organizations in order to carry out their accrediting functions.

(d) Appropriate parties in connection with an emergency if the information is necessary to protect the health or safety of the child enrollee or other individuals.

(e) The Office of Program Policy Analysis and Government Accountability and the Auditor General in connection with their official functions.

(f) A court of competent jurisdiction in compliance with an order of that court in accordance with a lawfully issued subpoena.

(g) Parties to an interagency agreement among early learning coalitions, local governmental agencies, providers of the school readiness program, state agencies, and the office for the purpose of implementing the school readiness program.

Agencies, organizations, or individuals that receive school readiness program records in order to carry out their official functions must protect the data in a manner that does not permit the personal identification of a child enrolled in a school readiness program and his or her parent by persons other than those authorized to receive the records.

History.—s. 3, ch. 2000-299; s. 9, ch. 2004-484; s. 1, ch. 2005-131; s. 314, ch. 2011-142; s. 18, ch. 2013-252.

Note.—Former s. 411.011.



Florida School Readiness Program

Overview

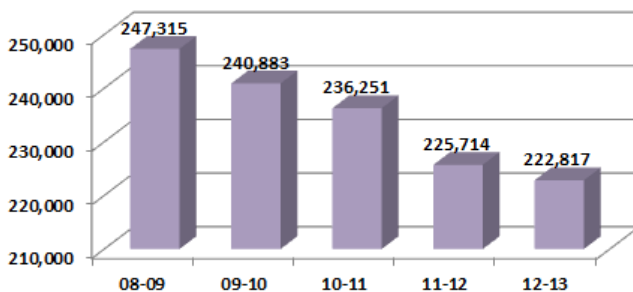
Florida's school readiness program offers financial assistance to low-income families for early education and care so they can become financially self-sufficient and their young children can be successful in school in the future.

Investing one dollar in an early education program for children from low-income families generates from \$4 to \$11 of economic benefits over a child's lifetime according to a cost-benefit analysis by the National Institutes of Health.

Benefits

- Prepares young children to start kindergarten ready to learn.
- Helps working families afford quality early learning services.
- Keeps parents in the workforce and/or participating in educational activities.
- Helps families become financially independent.
- Recognizes parents as their child's first teacher.
- Provides parents information about child development and family well-being.

Children in School Readiness



Decline reflects decrease in federal, state funding.

Families

A family with two young children earning \$19,891 a year will spend about 50 percent of their income on child care without school readiness help. With help, the family would only spend about seven percent on child care.

School readiness funds are intended to help income-eligible families with children at risk of future school failure and may include

- Recipients of temporary cash assistance who meet federal work requirements.
- Families with children at risk of abuse, neglect or abandonment.
- Parents who are verified to be homeless.
- Parents who are victims of domestic violence.
- Working families with low incomes.
- Teenage parents.
- Low-income migrant families and farm workers.
- Families of children with disabilities and special healthcare needs.

Eligibility

The School Readiness Program has three specific eligibility requirements:

- Parent(s)/guardian(s) must be working or participating in an educational activity such as attending college or trade school at least 20 hours per week.
- Gross income must be at or below 150 percent of the federal poverty level for family size.
- Families must pay a copayment for child care based on income and family size.

Parent Resources

Contact your [early learning coalition](#) to find out more.

