STATE OF FLORIDA STATEWIDE SCHOOL READINESS PROVIDER CONTRACT

ELCFH Abridged Edition

I. PARTIES AND TERMS OF CONTRACT

1. **Parties**. This is an agreement between you and ELCFH.

2. **Purpose**. This explains what you can expect from ELCFH, and what is expected from you.

3. **Term**. Our fiscal year runs July 1 to June 30.

4. **Payment Limitations**. Both of us must electronically sign the SR contract within the Portal, before SR children can be enrolled. We cannot backdate a contract.

5. **Applicable Law**. We both have to adapt if they change the rules:
   - 42 U.S.C. §9858, et seq.
   - 45 C.F.R. §98
   - 45 C.F.R. §99
   - Chapter 1002, Florida Statutes, Part VI;
   - Chapter 6M-4, Florida Administrative Code
   - Chapter 6M-9, Florida Administrative Code

6. **Not Transferrable**. A change in ownership requires a new contract. If you plan to sell, let us know at least 30 calendar days before the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. **General Eligibility**.

   a. Florida Statute outlines licensed and exempt provider types that are SR eligible.

   b. A provider who has committed fraud is not eligible.

   c. A provider who is on the USDA National Disqualified List is not eligible.

   d. If you have an incomplete quality improvement plan (QIP), corrective action plan (CAP), or probation, you agree to finish it this year. A provider whose SR eligibility is revoked remains not eligible for up to 5 years.

   e. DCF pre-contractual and annual inspections are required to ensure compliance with the SR health and safety standards and checklist.

   f. You must meet the minimum program assessment score [CLASS- 4.00] or be implementing a current Quality Improvement Plan.

      1. Are you exempt from the program assessment requirement? ☐Yes ☐No
      2. Do you waive exemption and agree to comply with assessment requirements? ☐Yes ☐No ☐N/A
      3. You were previously subject to program assessment but are now exempt. ☐Yes ☐No ☐N/A

   g. You must register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Do not employ, contract, or subcontract with an unauthorized alien. If you do, the contract may be terminated.

8. **Contracted Slots Eligibility**. ELCFH does not participate in the Contracted Slots Program.

9. **School Readiness Plus Program Eligibility.** You agree to participate in the SR Plus Program.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

10. **Child Enrollment**. Do not expect SR payment for a child until the enrollment (child care certificate) appears in your Portal SR enrollment queue.
    - ELCFH cannot reimburse for services provided before or after the child SR attendance dates, or if the child's eligibility is terminated before the end date.
    - The enrollment in Portal will indicate authorized hours of care. [*full-time* or *part-time*]
    - If you have multiple sites, ELCFH pre-approval is needed before changing the location where the child is served. The enrollment (certificate) is not transferable.

11. **Child Care**. You agree to comply with all laws, regulations and requirements for child care services.

12. **Instruction and Activities**. You agree to offer instruction and activities to enhance age-appropriate progress for each child.

13. **General Health and Safety**. You agree to:
    a. follow the Health and Safety requirements.
    b. provide direct supervision and minimum staff-to-child ratios at all times.
    c. background screening for the operator, staff, volunteers and substitutes.

14. **Program Assessments and Quality Improvement Plans**. You agree to:
    a. comply with program assessment requirements.
    b. complete the Quality Improvement Plan responsibilities if required. ELCFH will notify you in writing of specific requirements and the deadline for completion.
    c. Are you required to participate in a Quality Improvement plan? ☐Yes ☐No
    d. Program assessment results and Quality Improvement Plans are shared among coalitions.

15. **Smoke Free Environment**. No smoking inside a child care. This does not apply to a private residence portion of a child care.

16. **Curricula**. You agree to implement a specific state-approved curriculum. Curriculum is not required for school age only programs, meaning all children have entered, or completed kindergarten.

17. **Character Development Program**. You agree to implement a character development program included in or in addition to your curricula. This is not required for school age only programs.

18. **Developmental Screenings**. Parent & provider are responsible for conducting developmental screenings for each child, age 6 weeks to 60 months, within 45 calendar days after:
    - the child's first enrollment
    - subsequent enrollment at annual redetermination

    The ELCFH is responsible for initiating intervention practices.

    Screening is not a requirement for entry into the SR Program and requires parental consent.

19. **Prohibited Forms of Discipline**. Child discipline practices must be age appropriate and ensure that children are not subjected to discipline that is severe, humiliating or frightening.
    - 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 because of misbehavior.

20. **Child Immunizations and Health Screenings**. Within 30 calendar days of enrollment, obtain from the parent each child's:
    - Student Health Examination form DH 3040
    - Florida Certification of Immunization form Part A-1, B, or C DH 680
    - or, the Religious Exemption from Immunization form DH 681.

21. **Program Operation**. Programs must meet or exceed licensing standards. You agree to operate during hours reported in Exhibit 5 to the maximum extent possible.

22. **Workers' Compensation and Reemployment Assistance**. You agree to maintain any required workers' compensation and reemployment or unemployment compensation coverage.

23. **Sign-In/Sign-Out Process**. You agree to maintain daily attendance documentation, including a documented "sign-in/sign-out" process that accurately documents attendance and absences. Records must be kept for 5 fiscal years.

24. **Child Absences**. Notify ELCFH in writing if a SR child is absent for 5 consecutive days with no contact from the parent. ELCFH will attempt contact with parent. If need for care cannot be re-established, a termination notice will be issued effective 14 days after the 5th absence with no contact.

25. **Rilya Wilson Act and At-Risk Children**. You agree to abide by the provisions of the "Rilya Wilson Act" for every at-risk child under the age of school entry who is enrolled in the SR Program.

26. **Parental Choice**. Parents have the right to choose child care services for their children. If the parent chooses to change to a different SR provider, it is within the parent's rights to do so. Parents must pay co-payments in full, or submit documentation of satisfactory payment arrangements, before ELCFH will approve transfer.

27. **Parental Access**. You agree to give parent/guardians unlimited access to their children while they are in your care. Access may be subject to appropriate safety procedures.

28. **Single Statewide Information System**. You agree to use the Provider Portal to submit information and updates. PROVIDER Portal is available at: https://PROVIDERservices.floridaearlylearning.com

29. **Child Care Resource and Referral**. You agree to participate in the Child Care Resource and Referral (CCRR) annual update process. This means submitting your profile for the next fiscal year after Jan 1st.

30. **Direct Deposit**. Your banking information is needed for direct deposit of SR payments. If you opt out of direct deposit, you must provide alternate reimbursement arrangements, understanding that your payment may be delayed up to 21 days.

31. **Contracted Slots**. ELCFH does not participate in the Contracted Slots Program.

32. **Orientation**. You agree to participate in an annual SR program orientation before the SR contract is issued.

33. **Child Assessment**. To be eligible to conduct child assessments using the approved assessment tool:
    a. your teachers must possess current Reliability Certification
    b. assessments must be conducted at least three times per year
    c. all data must be uploaded no later than Oct **31**, Jan **31,** and April **30**.

    Are you eligible, understand and agree to the rule requirements to conduct child assessments? ☐Yes ☐No

34. **Deliverables**. Chart of tasks and due dates described in sections III & VII of this contract.

IV. COALITION RESPONSIBILITIES

35. **Training and Technical Assistance**. We are here to help you with trainings, technical assistance, etc. Let us know how we can support you.

36. **Developmental and Subsequent Screenings**. If Portal is down, we will notify you of the children that must be screened. ELCFH Child Development & Education (CDE) staff are available if parents have questions about screening results.

37. **Child Eligibility**. ELCFH Family Services determines child eligibility for SR program and enters enrollments in Portal. If Portal is down, we will issue a child care certificate for SR children enrolled in your program.

38. **Limitations on Authority**. We will not add extra rules or require you to complete child assessments.

V. MONITORING, AUDITING AND ACCESS

39. **Monitoring**.
    a. We are required to monitor every provider for compliance with this contract, and in response to a parent complaint.
    b. Monitoring results are shared among coalitions

40. **Physical Access**. You agree to allow the Division of Early Learning (DEL), DCF, and ELCFH staff immediate access to your facility and spaces used for the SR program during normal business hours.

41. **Records Access**. You agree to allow ELCFH, DCF, DEL or the US Department of Health & Human Services to inspect and copy SR records upon request during normal business hours. Records that are stored off-site must be provided within 72 hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

42. **Record Confidentiality**. You agree to protect the confidentiality of child and family records and to have all staff complete confidentiality agreements.

43. **Record Maintenance**. You agree to maintain records, including sign-in/out, enrollment, attendance, absence documentation and proof of parent co-payments. The records must be maintained for 5 fiscal years, or until the resolution of any audit findings or litigation, whichever occurs last.

    Records may be maintained electronically; however, you must back up records on a regular basis to safeguard against loss.

44. **Record Transfer on Termination**. If you close your business or end the SR contract for any reason, transfer all SR records to ELCFH by the close of business of your last SR day. We are required to withhold final payment until all SR program records are received.

VII. COMPENSATION AND FUNDING

45. **Method of Payment**. SR reimbursement will be based on the child enrollment entered in Portal.

46. **Reimbursement Rates Established**. You agree to accept the approved reimbursement rate less the parent copayments assessed by ELCFH.

47. **Gold Seal Rate**. Gold Seal providers will receive the Gold Seal rate for the care levels that have received a Gold Seal Quality Designation.

48. **Quality Performance Incentive Rate**. If you are not on a Quality Improvement Plan, you will receive a Quality Performance Incentive Rate based on program assessment scores.

49. **Child Assessment Rate**. Eligible providers agreeing to conduct child assessments will receive a Child Assessment rate. *(See item 33).*

50. **Contracted Slots Rate**. ELCFH does not participate in the Contracted Slots program.

51. **Special Needs Rate**. A special needs rate may be paid when providing services to a child with an identified special need.

52. **Registration Fees**. If you charge a registration fee documented in Exhibit 5, you may submit request for payment through Portal. We must review registration payment history for each child before approving payment.

53. **Rate Changes and Limitations**. If any information in Exhibit 5 changes, you agree to notify us in writing within 14 days. This includes gold seal status, registration fees, care levels served, or if you charge SR parents a differential. If reported change affects your reimbursement rate, we will notify you in writing within 30 days.

54. **Rates and Fees for Parents**. You may not charge SR parents a higher rate than you charge private pay parents. Before enrolling an SR child, you must give parents a written list of the fees they will be charged including:
    - parent fee/co-payment assessed by ELCFH
    - differential fee (*difference between your private pay rate & ELCFH SR reimbursement rate*)
    - any miscellaneous fees

    You may not charge a parent any fees that are not included on this written fee list.

55. **Military Subsidies**. You agree to notify ELCFH if you receive military subsidy payments for any SR child. Your SR reimbursement rate may be changed for that child. Failure to report is fraud.

56. **Copayment**. You are required to collect the assessed parent fee/copayment from the parent. Copays are deducted from your monthly reimbursement.

    c. The amount of the copayment is listed in the child's Portal enrollment/child care certificate. If the copayment changes, we will notify you in writing. Only copayment changes from ELCFH are valid.

    b. You must give the parent a receipt for each copayment collected and retain the receipt records. Upon request, you must provide a current accounting and copy of copayment receipt records to ELCFH. We use this documentation to ensure parents meet their copayment obligations.

57. **Holiday Schedule**. Maximum 12 reimbursable holidays per fiscal year. An optional 13th holiday may be requested as a staff training day. You agree to follow the pre-approved holiday schedule in Exhibit 6.

58. **Attendance Documentation**. You agree to document daily attendance and submit it monthly via Portal, on or before the 3rd business day of each month. If the due date falls on a holiday, attendance is due on the 2nd business day. Late attendance will be processed and paid in the next payment cycle.

59. **Reimbursement Summary Review**. You agree to review the reimbursement summary and report any discrepancy, overpayment, or underpayment within 60 calendar days.

60. **Emergency Temporary Closure**. You agree all reimbursement requests for emergency closures will be handled in accordance with Rule 6M-4.501, F.A.C.

61. **Disallowed Costs**. You agree to adhere to rules governing the SR & SR Plus programs, understanding that payment may be disallowed if you do not. You also agree:
    - to return any funds received as a result of error, overpayment or disallowed cost.
    - that disallowed costs may be deducted from future reimbursement.
    - to return the funds if you end SR services before the payment is fully recovered.
    - that you will be subject to collection efforts & restitution if you fail to return the funds.

62. **Reconciliation**. You agree that if the reconciliation of services and payments reveals that you were overpaid, that overpayment will be deducted from future payments. You also agree to return the funds if you end SR services before payment is recovered or be subject to collection effort.

63. **Head Start Agencies**. If you are a Head Start Agency, you understand that Head Start services must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance."

64. **Title 20 Schools**. If you receive federal funds under Title 20 US Code, you understand that you may use Federal funds to supplement, but not to replace non-Federal funds.

VIII. FINANCIAL CONSEQUENCES

65. **Financial Consequences**. If you fail to provide the minimum level of services required by this Contract, we will temporarily withhold reimbursement, disallow all or part of services not in compliance, or will terminate the contract.

IX. NONDISCRIMINATION

66. **Discrimination Prohibited**. You agree not to discriminate against children, families and staff based on race, national origin, ethnic background, sex, religious affiliation, or disability. You may not discriminate against staff based on religion.

X. NONCOMPLIANCE, PROBATION AND TERMINATION

67. **Noncompliance Determination**.

a. **Corrective Action Plan**. "Corrective action" means taking specific steps to correct a problem and prevent it from happening again.

If it is determined that you failed to comply with SR rules or terms of this Contract, and that corrective action will resolve the problem, we must notify you in writing to include:

i. the specific requirement that was not met
ii. describe how it was not met
iii. a detailed description of any required corrective action
iv. a deadline for completion
v. notice that you may request a review of the determination

Once you have satisfactorily completed the corrective action plan, we will notify you in writing.

If you have not satisfactorily completed the corrective actions by the end of this contract, are still SR eligible, and execute a new SR contract, you agree to complete the plan.

b. **Probation**. You will be placed on probation up to 6 months (*for one or more of the following*) if you:

- receive corrective action notice for the same problem 2 or more times
- have had multiple corrective action plans within the contract year
- the corrective action plan is not completed by the due date

Probation may include one or more of the following conditions:

- training or staff development,
- monitoring or technical assistance by ELCFH staff
- submission of documentation related to the issue

We must notify you in writing of the terms and duration of probation, including required timelines. The terms of the probation must correlate to the corrective action.

If you have not satisfactorily completed the terms of probation by the end of this contract, are still SR eligible, and execute a new SR contract, you agree to complete the probation.

68. **Termination for Cause**.

a. You agree that ELCFH 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, threatening the health, safety or welfare of children, or a DCF Class I citation

(b) Failure to comply with one or more of the terms of this Contract, including, but not limited to,

- failure to verify all new hires work authorizations status using E-Verify system
- failure to implement the Quality Improvement Plan, corrective action or terms of probation

(c) The refusal to accept a notice described in this Contract that we are required to send you

(d) Reasonable or probable cause to suspect that fraud has been committed

b. We must notify you in writing:

- the reason and date of termination
- at least 5 business days before termination with proof of delivery

- that you may request a review of the determination.

Even if delivery of the notice is refused, the contract will be terminated and refusal documented.

69. **Emergency Termination**. This Contract must be immediately terminated on an emergency basis upon notification by DCF of provider actions or inactions that pose an immediate and serious danger to the health, safety, or welfare of children.

We must notify you in writing:

- the reason and date of termination
- at least 24 hours before termination
- that you may request a review of the determination.

70. **Termination for Health and Safety Violations**. You agree that this Contract may be terminated for cause based on Health and Safety violations, verified by DCF or US Department of Defense.

71. **Termination and Revocation of Eligibility for Program Assessment**. You agree to contract termination for up to 5 years, if you refuse to participate in program assessment, Quality Improvement Plan or fail to maintain the Minimum Threshold Score on the Program Assessment.

Termination notification and waiver of minimum threshold requirements are detailed in Rule 6M-4.740, FAC. Notice of intent to revoke provider's eligibility will be included in written notice of termination if applicable.

72. **Revocation of Eligibility**.

a. If a provider's contract is terminated, ELCFH may revoke provider's SR eligibility for a period of 5 years. The only statutorily authorized period of revocation is 5 years.

In determining whether to revoke eligibility, the following factors are considered:

- the severity of the actions leading to termination
- the health, safety and welfare of enrolled children
- the financial impact of the provider's actions
- the impact that the revocation would have upon the local community,
- consistency with ELCFH actions against other providers for similar violations
- the length of time SR services have been provided
- provider's contract violation history

Notice of intent to revoke provider's eligibility will be included in written notice of termination.

b. The provider agrees that if this contract is terminated and the SR eligibility is not revoked, another SR contract cannot be initiated for the remainder of the term of this contract.

73. **Termination of Contract by Provider**. Provider and coalition may mutually agree to terminate this Contract, or provider may unilaterally terminate at will.

Written notice at least 30 calendar days before the termination date must be given in order to make alternative arrangements for enrolled children. If sufficient notice is not provided, coalition may refuse to issue the final reimbursement payment.

If provider terminates this Contract during an inquiry of suspected noncompliance with Florida Statues and Administrative Code, and the coalition review committee upholds the noncompliance, provider's SR eligibility may be revoked for a period of 5 years.

74. **Legislative Appropriation**. Payments under this Contract are contingent upon an appropriation by the Florida Legislature. If funds are unavailable, coalition will terminate with at least 24 hours written notice & proof of delivery. Provider will be paid for the documented SR hours completed prior to termination.

75. **Eligible Child Care Provider**. In order to receive state or federal funds, you must be a legally operating child care provider as determined by DCF. You agree to notify us immediately if you are no longer a legally operating child care provider. Failure to maintain eligible status is grounds for emergency termination.

76. **Fraud**.

a. If it is determined that cash or other consideration is given to an SR family in return for a payment certificate, ELCFH will refer the matter to the Department of Financial Services for investigation.

b. ELCFH may suspend or terminate a provider from the SR program if there is reasonable cause to believe fraud has been committed. Provider may request a review of coalition's determination, which will be limited to whether the coalition has reasonable belief fraud occurred. Suspension will remain in effect until the completion of investigation by DEL, the Department of Financial Services, or other state or federal agency, and any subsequent legal proceedings.

c. If provider, or an owner, officer, or board director, is convicted of, found guilty of, or pleads guilty or nolo contendere to public assistance fraud, regardless of adjudication, ELCFH cannot contract with, or use the services of, provider for a period of 5 years. This includes any provider that shares an officer or board director with a provider associated with public assistance fraud as noted above.

d. If provider is placed on the US Department of Agriculture National Disqualified List, ELCFH must terminate this Contract for cause. In addition, if provider shares an officer or board director that is on the US Department of Agriculture National Disqualified List, we must terminate this Contract too.

77. **Due Process Procedures**. You may request a review of determinations made by ELCFH under this Contract. Exhibit 7 details Due Process Procedures.

- While a request for a review is being examined, you are not required to implement corrective action.
- You may not offer any SR services while a termination of SR Contract review is being examined.

78. **Severability of Provider Location**. ELCFH does not execute a single contract on behalf of multiple locations. We issue one contract per provider site.

79. **Litigation and Venue**. If a 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 will be brought in a county within coalition's service area.

XI. DISASTER RECOVERY

80. **Suspension for Disaster Recovery**. If a provider is temporarily closed to recover from damage due to a disaster beyond its control, ELCFH may suspend participation in the SR Program. Enrolled children will be transferred to an eligible provider during the temporary closure. Provider will remain suspended until DCF inspection is completed and verified by ELCFH.

XII. NOTIFICATION

81. **Information Change Notification**. You agree to comply with each of the following notification requirements:

a. Providing notice of changes in contact or program information within 14 calendar days.

b. Providing notice of a request for an additional program assessment. You acknowledge additional assessments are at your expense. The cost of the additional program assessment: $460

c. Providing notice of temporary emergency closure by the close of business the first day that the closing occurs. Providing notice of subsequent reopening within 2 business days of reopening.

d. Providing notice of permanent business closings or changes in business location or ownership must be reported at least 30 calendar days prior to changes.

e. Providing notice of child dismissal, including documentation specifying reasons for dismissal, within 14 calendar days prior to termination or within 5 calendar days after termination.

82. **Child Care Resource & Referral (CCR&R) Participation**. You agree to update program and business information annually using the Portal for inclusion in the Child Care Resource and Referral Network. You also agree to update business and contact information (including emergency contact) on an ongoing basis throughout the year in the Portal.

83. **Unusual Incident Notification**. You agree to report unusual incidents to ELCFH:
    - by no later than the close of business on the next business day of the incident,
    - and to submit a written report within 3 business days.
    - a copy of the incident report submitted to DCF is an acceptable report to ELCFH.

    An unusual incident is any significant event involving the health and safety of children under your care. Examples of unusual incidents include:
    - accusations of abuse or neglect against you or your staff;
    - the injury of a child which requires professional medical attention at your site or written notification from the child's parent that the child received professional medical attention
    - receipt of notice of litigation where you are a named party or defendant, and relates to any SR location

84. **Notification of Disqualification or Public Assistance Fraud**.

    a. Provider must report within 5 calendar days, if placed on the US Department of Agriculture National Disqualified List, or if a shared officer or board director with a provider that is on the Disqualified List.

    b. Provider must report within 5 calendar days if provider, an owner, officer, or board director, is convicted of, found guilty of, or pleads guilty or nolo contendere to, public assistance fraud regardless of adjudication, or is acting as the beneficial owner for someone who has …public assistance fraud.

85. **Contact Persons**. If your contact person changes, let us know the name and contact information of your new representative in writing within 10 calendar days. We will do the same.

XIII. INDEMNIFICATION

86. **Indemnification**. You agree to take full responsibility for all claims, costs, damages, etc. resulting from your agents, subcontractors or employees' actions, neglect or omission under this Contract. This includes attorney fees and costs. Indemnification of ELCFH, DEL & their staff/agents holds whether liability is direct or indirect and whether damage is to person or property.

XIV. SEVERABILITY

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

XV. AMENDMENTS

88. **Only Authorized Amendments**. The only authorized attachments to this contract are:

- Exhibit 1: Provider Location List;
- Exhibit 2: Required Documentation;
- Exhibit 3: Quality Improvement Plan Selection;
- Exhibit 4: Contracted Slots Program;
- Exhibit 5: Provider Reimbursement Rates;
- Exhibit 6: Holiday Schedule;
- Exhibit 7: Due Process Procedures; and
- Form DEL-SR 20L, Form DEL-SR 20LE, or Form DEL-SR 20FFN, as described in paragraph 7.

Any amendments must be made using Form DEL-SR 20A School Readiness PROVIDER Contract Amendments

XVI. EXECUTION OF CONTRACT

By signing, you certify that you have read and understand this Contract. You certify that all information provided is true and correct and agree that noncompliance with the SR requirements will result in corrective action, withholding of funds, or termination of this Contract.

Exhibit 1: Provider Location List

Not Applicable. ELCFH does not execute a single contract on behalf of multiple locations. We issue one contract per provider site.

Exhibit 2: Required Documentation

Checklist of required documentation:

1. Gold Seal Rates – a copy of Gold Seal documentation with appropriate age designation if applicable.
2. Documentation of Eligible Child Care provider (Submit one)
    - Certificate of Licensure which includes a DCF identification number
    - Determination letter from DCF that includes a DCF exemption number and explains the nature of the exemption.
    - Public school documentation showing its school district and public school number.
    - Charter school - copy of the charter that includes preschool aged children as a service population and documentation showing its school district and school number.
    - United States Department of Defense certification as accredited child care program operating on a military installation
3. Specialized Program Type – documentation needed if provider offers
    - Head Start program.
    - Early Head Start program.
    - Migrant Head Start program.
4. Additional Documentation as applicable
    - IRS W-9 Form
    - Certificate of accreditation.

- Evidence of liability insurance.
- E-Verify Affidavit stating that you do not employ, contract with, or subcontract with an unauthorized alien for the current contract year.
- Evidence of worker's compensation insurance, if applicable.
- Signature authority delegated.
- Current Sunbiz printout identifying the office, director or authorized person, if applicable.

Exhibit 3: Quality Improvement Plan Selection

If applicable, ELCFH will notify you in writing of the Quality Improvement Plan strategies required and the deadline for completion.

Exhibit 4: Contracted Slots Program

ELCFH does not participate in the Contracted Slots program.

Exhibit 5: Provider Reimbursement Rates

Provider details used in SR reimbursement including:

- Operational Hours
- Gold Seal Quality Care Designation
- Care levels served
- Registration fee amount and frequency
- Require parent to pay the differential between the Reimbursement Rate and the private pay rate?
- ELCFH Reimbursement rates
- Quality Performance Incentive (QPI) rate
- Child Assessment rate

Instructions to calculate VPK wrap rate.

Exhibit 6: Holiday Schedule

Your choice of SR reimbursable holidays up to 12 per fiscal year plus an optional staff training day.

Exhibit 7: Due Process Procedures

1. **Purpose of Exhibit.** Providers may request a review of determinations made by ELCFH following the Due Process Procedures described below.

2. **Request for Review Hearing.** If a provider disputes an action taken by ELCFH regarding the terms of this Contract, a written request for review hearing needs to be sent to the contact person listed in the ELCFH notice. A review hearing is a "meeting" for the purposes of the Sunshine Law and is subject to public notice.

   During a review hearing, the provider will have a reasonable opportunity to discuss the coalition's action with staff 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;
   - if the provider will be represented by an attorney or another individual during the review hearing.

b. Request Time. Written request must be submitted to the coalition within 5 business days of receipt of the coalition notice in question.

c. Supporting Documentation. Submit copies of any written documentation supporting the provider claims with the hearing request. For example: 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. Upon receipt of a request for review hearing as described above, ELCFH will:

a. **Assign a Review Hearing Committee** composed of 3-5 members of the Coalition Board within 3 business days.

The Board Chair will appoint the Review Hearing Committee and the committee chair, to include at least one mandated board member & one provider representative. If neither provider representative is available, this requirement will be waived and the minutes of the Review Hearing Committee will document every attempt to have a provider representative member included.

b. **Respond to Request for Hearing Review** to the provider in writing, return receipt requested within 5 business days. The notice must include:
- at least 3 proposed dates and times for the review hearing that are within 45 days of the date of receipt of request.
- that the review hearing may be conducted in person at a location designated by ELCFH or via any method of telecommunications, if the public is given reasonable access to observe and participate.
- whether or not all of the ELCFH staff, whom the provider wishes to have present during the hearing will be made available. If any requested individual is not available, the coalition will have another qualified individual available.

c. **Date and Location Selection.** Within 5 business days of receipt of the response from ELCFH, the PROVIDER must:
- notify ELCFH of the date and time selected for the review hearing and if attending the meeting in person or via a method of telecommunication.
- If unable to attend any of the proposed dates and times, submit written notice stating the specific reasons why, and contact ELCFH to select a mutually agreed upon date.
- If the provider does not inform the Coalition of the date and time within 5 business days, then the process is considered complete and the request is denied.

d. **Conducting the Review Hearing.** The Review Hearing Committee will assess the provider claims in the request for review by examining all information and documentation submitted by the provider.
- The provider will be given reasonable opportunity to question ELCFH staff regarding the determinations and to present evidence before the Review Hearing Committee.
- ELCFH will also be provided reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. **Review Hearing Committee Decision.** Following completion of the presentation by the provider and the coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final.

In its' deliberations, the Review Hearing Committee must determine:

i. If the determination made by the coalition was, in whole or in part, correct or incorrect.

ii. If the determination was incorrect, then no further action is required by the provider.

iii. If any part of the determination is correct, the Committee must identify the portions determined to be correct and as applicable, decide:

1) If corrective action is necessary, and the revised deadlines for provider completion; or
2) If the provider's SR Contract or eligibility to offer the SR Program will be terminated, and the date of termination.

f. **Notice of Review Hearing Conclusion**. The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared stating:

- the outcome of the Review Hearing Committee's vote regarding each of the provider's claims.
- the specific reasons supporting the Review Hearing Committee's conclusions.
- he dates for either corrective action to be completed, or termination of SR eligibility.

The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within 10 business days of the conclusion of the Review Hearing.