

RESOLUTION No. 2009-68-1013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN EARLY CARE PROVIDER AGREEMENT FOR SCHOOL READINESS SERVICES WITH THE EARLY LEARNING COALITION OF MIAMI-DADE/MONROE FOR FUNDING OF THE CITY'S SHINING STARS AFTER-SCHOOL PROGRAM, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens, through its Parks and Recreation Department, operates the Shining Stars After-School Program at ten (10) park locations, and

WHEREAS, the Program consists of physical fitness activities, chess and tennis lessons, nutritional snacks, and tutoring/homework assistance, and

WHEREAS, the Parks and Recreation Department currently accepts vouchers from low income families to participate in the Program, and

WHEREAS, in order for the City to participate in the voucher program, it is necessary for the City to contract with The Early Learning Coalition of Miami-Dade/Monroe for this purpose,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorize the City Manager and City Clerk to execute and attest, respectively, that certain Early Care Provider Agreement for School Readiness Services with The Early Learning Coalition of Miami-Dade/Monroe for funding of the City's Shining Stars After-School Program, a copy of which is attached hereto as Exhibit A.

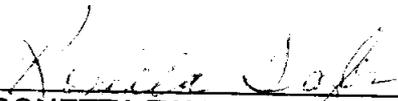
Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to The Early Learning Coalition of Miami-Dade/Monroe; and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MARCH 25, 2009.

ATTEST:

  
SHIRLEY GIBSON, MAYOR

  
RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Gilbert  
SECOND BY: Councilman Campbell

**VOTE: 7-0**

Mayor Shirley Gibson	<u>X</u> (Yes)	___ (No)
Vice Mayor Barbara Watson	<u>X</u> (Yes)	___ (No)
Councilman Melvin L. Bratton	<u>X</u> (Yes)	___ (No)
Councilman Aaron Campbell	<u>X</u> (Yes)	___ (No)
Councilman Oliver Gilbert, III	<u>X</u> (Yes)	___ (No)
Councilwoman Sharon Pritchett	<u>X</u> (Yes)	___ (No)
Councilman André Williams	<u>X</u> (Yes)	___ (No)

SKD/teh  
8379225\_1.DOC



1515 NW 167 Street, Building 5 Suite 200  
Miami Gardens, Florida 33169

## City of Miami Gardens Agenda Cover Memo

<b>Council Meeting Date:</b>	March 25, 2009		<b>Item Type:</b> <small>(Enter X in box)</small>	<b>Resolution</b>	<b>Ordinance</b>	<b>Other</b>	
				X			
<b>Fiscal Impact:</b> <small>(Enter X in box)</small>	<b>Yes</b>	<b>No</b>	<b>Ordinance Reading:</b> <small>(Enter X in box)</small>	<b>1<sup>st</sup> Reading</b>		<b>2<sup>nd</sup> Reading</b>	
		X		<b>Public Hearing:</b> <small>(Enter X in box)</small>	<b>Yes</b>	<b>No</b>	<b>Yes</b>
<b>Funding Source:</b>	NA		<b>Advertising Requirement:</b> <small>(Enter X in box)</small>	<b>Yes</b>		<b>No</b>	
					X		X
<b>Contract/P.O. Required:</b> <small>(Enter X in box)</small>	<b>Yes</b>	<b>No</b>	<b>RFP/RFQ/Bid #:</b>				
	X						
<b>Sponsor Name</b>	Dr. Danny Crew, City Manager		<b>Department:</b>	Parks and Recreation Department			

**Short Title:**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN EARLY CARE PROVIDER AGREEMENT FOR SCHOOL READINESS SERVICES WITH THE EARLY LEARNING COALITION OF MIAMI-DADE/MONROE FOR FUNDING OF THE CITY'S SHINING STARS AFTER-SCHOOL PROGRAM, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

**Staff Summary:**

The City of Miami Gardens Parks and Recreation Department operates the Shining Stars After-School Program at ten (10) park locations. This program consists of physical fitness activities, chess and tennis lessons, nutritional snacks, and tutoring / homework assistance. As a service to our city residents, the department currently accepts "vouchers" allowing students from low income families to participate in the program for a reduced fee. Currently approximately 18% of the students registered in our after-school program receive this financial assistance from the Early Learning Coalition of Miami-Dade/Monroe's School Readiness Program.

The Qualification Process: Parents, on behalf of their children, apply to and are qualified directly by Miami-Dade Child Development Services. Upon receiving approval from Miami-Dade Child Development Services they register

**J-4) CONSENT AGENDA  
RESOLUTION  
Agreement w/ The Early Learning  
Coalition of Miami-Dade/Monroe**

their children into the Parks and Recreation Department's Shining Stars After-School Program. On a monthly basis department staff submits attendance reports on each student, in turn Early Learning Coalition funds are sent directly to the City to cover a portion of these students' after-school program fees.

In order to ensure that payment to the department continues, the Early Care Provider Agreement for School Readiness Services must be executed by both parties. The agreement outlines reimbursement policies, provider eligibility, student eligibility and attendance, and termination standards.

**Proposed Action:**

It is recommended that the City Council approve the attached resolution allowing the City Manager to execute an agreement with The Early Learning Coalition of Miami-Dade/Monroe to continue to receive reimbursement for participants enrolled in the Parks and Recreation's Shining Start After-School Program.

**Attachment:**

Attachment A –Early Care Provider Agreement for School Readiness Services



EARLY LEARNING COALITION of MIAMI-DADE/MONROE  
2008-09

EARLY CARE PROVIDER AGREEMENT FOR SCHOOL READINESS SERVICES

**I. Parties:**

- 1.) This agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2009 by and between Early Care Education Facility (name) \_\_\_\_\_ whose principal address is (address) \_\_\_\_\_, City \_\_\_\_\_, Zip \_\_\_\_\_ (hereinafter known as "Early Care Provider" and the Early Learning Coalition of Miami-Dade/Monroe with it's principal office located at 2555 Ponce de Leon Blvd., 5<sup>th</sup> Floor, Coral Gables, Florida 33134 (hereinafter referred to as "the Coalition"). This agreement shall begin on January 1, 2009, or on the date on which the agreement is signed by the last party required to sign the agreement, whichever occurs last, and expires on June 30, 2009.
- 2.)

**II. General:**

- 2.) The Florida Legislature designated the Agency for Workforce Innovation (AWI) as the Lead Agency for Child Care Development Funds provided through 45 CFR98 which includes funds for School Readiness and Resource and Referral Programs. The legislature also mandated the formation of Early Learning Coalitions to administer the School Readiness funds in their local communities. The Coalition is the authorized entity for the administration of School Readiness services in Miami-Dade/Monroe Counties.
- 3.) The Coalition has authorized the use of this agreement for Early Care Providers for the provision of school readiness services in Miami-Dade/Monroe Counties. The Coalition has designated Miami-Dade County Department of Human Services, Child Development Services (hereinafter referred to as the "Contracted Service Provider") as the agency to implement the program requirements.
- 4.) The Coalition and the Early Care Provider understand that there may be a need to revise the terms and conditions of this agreement in the event of any legislative or funding changes.
- 5.) The Early Care Provider will complete and sign a new agreement each year to deliver the school readiness program.
- 6.) The Early Care Provider understands that if an action is taken against the Early Care Provider's licensure, the Department of Children and Families (DCF) will issue a notice to cease operations. The Early Care Provider agrees to inform the Coalition and its Contracted Service Provider when any such action is taken against the provider by DCF.
- 7.) The Early Care Provider agrees to provide accurate and valid information. The Early Care Provider understands that knowingly providing false information, omitting requested information, signing inaccurate attendance documents or failing to promptly report changes that will directly affect eligibility as a school readiness Early Care Provider, may result in a requirement to refund unauthorized payments, a discontinuance of further participation in the program and/or referral to the Florida Department of Law Enforcement, Public Assistance Fraud Division for further investigation.

**III. Early Care Provider Eligibility:**

- 8.) The Early Care Provider certifies that they are either a licensed or an informal family Early Care Provider pursuant to Chapter 402.301-319 Florida Statutes; religious exempt faith based Early Care Provider pursuant to ss 402.316 F.S.; or public or private school Early Care Provider pursuant to ss 402.305, Florida Statutes.
- 9.) The Early Care Provider affirms that all child care personnel are of good moral character and in compliance with Level 2 background screening requirements pursuant to Florida Statute 435.04.

- 10.) The Early Care Provider affirms that if operating as an Informal Family Child Care Home, all residents 18 years and older complete a Level 2 background screening requirement pursuant to Florida Statute 435.03 to include an Attestation of Good Moral Character and proof of local law check clearance.
- 11.) Early Care Providers affirm that volunteers and others, who have unsupervised contact with children, are of good moral character and in compliance with Level 2 background screening requirements pursuant to Florida Statute 435.03.
- 12.) The Coalition or its designee will review the Early Care Provider's information attached herein and determine that the Early Care Provider is eligible to deliver the School Readiness Program.

#### **IV. Early Care Provider Responsibility to Parents:**

- 13.) **Parental Access/Working Telephone:** The Early Care Provider agrees that federal and state laws mandate that a parent has the right of unlimited access to their child during regular business hours and anytime their child is in care. The Early Care Provider agrees to have a working telephone available to make or receive telephone calls when children are in care.
- 14.) **Parent's Right to get a copy of records:** The Early Care Provider agrees that parents have the right to see their child's records and, upon request, will be given copies of their child's records.
- 15.) **Parental Notification:** The Early Care Provider understands that the Contracted Service Provider or the Coalition may exercise its right to notify families if the Early Care Provider has not maintained the standards set forth by the Coalition, or has been the subject of administrative sanctions by the Department of Children and Families or the accrediting agency responsible for accreditation standing.
- 16.) **Parental Choice:** The Early Care Provider understands and agrees that the parent has the right to choose early care services for their children. In the event the parent chooses to move to a different Early Care Provider, it is within their prerogative to do so. If the client has failed to make the required parent co-payments or agreed to a mutually negotiated payment schedule, then the Early Care Provider is obligated to report this within 14 calendar days to the Contracted Service Provider. (Attachment A) Before transferring to a new Early Care Provider, the Contracted Service Provider will ensure the parent has a zero balance with the previous Early Care Provider.
- 17.) **Service Need:** The Early Care Provider is required under Chapter 39, FS to report any concerns of possible abuse or neglect of children to the Florida Abuse Hotline.
- 18.) Early Care Providers are encouraged to refer families to Child Care Resource and Referral (CCR&R), as applicable, for additional services and resources to assist them and their children.

#### **V. Student Eligibility, Enrollment and Attendance**

- 19.) **Enrollment Policy:** The Early Care Provider agrees not to enroll any child with the expectation of receiving reimbursement without written authorization by a representative of the Contracted Service Provider. The Early Care Provider understands that early education services provided without proper authorization will not be eligible for reimbursement.
- 20.) **Child Eligibility Status:** The Early Care Provider agrees that payment will only be paid for children eligible for services. The ending date of eligibility is indicated on the childcare authorization form. The Early Care Provider understands that no payments will be made after that date unless the child's continued eligibility has been established by the Contracted Service Provider.
- 21.) **Attendance Records:** The Early Care Provider agrees to maintain daily sign-in/sign-out sheets for a period of five years and to submit accurate attendance rosters monthly of all children who attend their facility and accurately identify absences. The Early Care Provider agrees to accurately identify absences and understands that the Contracted Service Provider will pay up to 3 unexcused absences and 7 absences for good cause per child per calendar month. The Early Care Provider is required to sign in blue or black ink, the "authorized signature" section of each attendance roster sheet.

22.) Attendance Audits: The Early Care Provider agrees to record each child's attendance record daily and keep an attendance record on file at the facility. The Early Care Provider understands that the Coalition or the Contracted Service Provider may audit attendance records at any time. Records that fail to substantiate the reimbursement claims will automatically result in a disallowed subsidy payment. Disallowed payments will be deducted from future reimbursement payments.

23.) Unexcused Absences: The Early Care Provider agrees to notify the Contracted Service Provider and submit the withdrawal form, by the 10<sup>th</sup> unexcused absence of any school readiness child enrolled.

24.) Rilya Wilson Act:

- Each child who is subject to this law must participate in licensed early education or childcare services at least 5 days a week unless exempted by the court. It is recommended that at-risk children referred for school readiness services are in care at least 6 hours per day.
- The Department of Children and Families or Our Kids, Inc, its contracted Community Based Care Lead Agency, must notify the operator of a licensed childcare program whenever a child who is subject to this law is enrolled in the program. Children who are subject to this law cannot be withdrawn from the program without the prior written approval of the responsible agency.
- If a child who is subject to the law is absent from the program on a day when he or she is expected to be present, the person with whom the child resides must report the absence to the program by the end of the business day. If the parent or caregiver fails to report the absence in a timely manner, the absence is considered unexcused.
- The Early Care Provider agrees to notify the responsible caseworker or agency identified on the childcare referral form, of the absence of any child who is under supervision. It must be reported as an excused or unexcused absence by the close of business the day following the child's absence (Attachment B).

## **VI. Compensation and Funding:**

25.) Reimbursement Rate: The Early Care Provider agrees to the amount of childcare reimbursement to be paid for each child and understands rates may differ for individual children. The maximum amount of reimbursement to be paid for a specific child will be based on the Early Care Provider's current rates. Rate increases are subject to budget availability and approval by AWI and the Coalition.

26.) Rate Restrictions: The Early Care Provider agrees to provide the Contracted Service Provider with information concerning the published private childcare rates charged to parents by the Early Care Provider. The Early Care Provider agrees not to charge the parent receiving school readiness services a higher rate than that charged to other parents. The Early Care Provider understands they may charge the parent a differential rate in addition to the copays set by the state, for any unsubsidized portion of the provider's normal fees.

27.) Reporting Changes: The Early Care Provider agrees to report promptly all changes, such as change of location or ownership, in writing to the Contracted Service Provider. The Early Care Provider understands that the report regarding changes should be made prior to the change and that failure to do so may result in a delay of reimbursement. The Early Care Provider understands reimbursement is not transferable and is non-assignable.

28.) Holidays and Closings: The Early Care Provider agrees to follow the approved twelve scheduled holidays and understands that these are the only holidays for which they will receive reimbursement. The Coalition agrees to provide reimbursement for those approved holidays for qualified children.

29.) Natural Disasters: The Early Care Provider agrees to maintain a Continuity of Operations Plan (COOP), which identifies the steps to be taken in the event of an emergency or natural disaster that may affect the safety of children and staff. The Coalition will provide compensation for closures due to natural disasters as approved by the Agency for Workforce Innovation's (AWI) policy.

30.) Fee Collection: The Early Care Provider understands they are responsible for collecting and reporting any fee from the parent that is designated by the Contracted Service Provider to be paid by the parent. This designated fee is automatically deducted from the monthly reimbursement payment. The Early Care Provider agrees to give the parent or responsible adult a receipt, which includes the dates of service covered. The

Early Care Provider understands that if a parent does not pay his/her parent fee, The Early Care Provider must notify The Contracted Service Provider within 14 calendar days and may request that services be immediately terminated. If a parent leaves an Early Care Provider's program owing a fee, and the parent and the Early Care Provider have mutually agreed to a payment schedule, the Early Care Provider will notify the Contracted Service Provider that the parent is in compliance with the agreement.

- 31.) Reimbursement Payment: The Early Care Provider agrees to submit all required attendance records to the Contracted Service Provider no later than the third business day of each month. The Early Care Provider understands that payment for services will be received at the end of each month. Any attendance records submitted after the third business day, but no later than the last working day of the month following the one in which care was provided are considered LATE and payment to the Early Care Provider will be processed on the following month's reimbursement. Attendance records and/or reported changes submitted after the last working day of the month following the one in which care was provided WILL NOT BE PAID.
- 32.) Reimbursement Report: The Early Care Provider agrees that all attendance documentation submitted for reimbursement will be accurate and supported by the parent's signature on the sign-in sheets. The Early Care Provider will maintain copies of all submitted documentation on file.
- 33.) Reconciling Reimbursement Payments: The Early Care Provider agrees to review the reimbursement summary provided with the monthly reimbursement check. The Early Care Provider agrees to report any discrepancy, overpayment, or underpayment within 45 days from the date the reimbursement was deposited or mailed. Any underpayments reported after 45 days will not be honored. Any reconciliation must be paid to the Early Care Provider on the next payment cycle.
- 34.) Access to Records: The Early Care Provider agrees to maintain all records and forms on site, including enrollment and attendance records for School Readiness children, reimbursement summaries, and other fiscal records for a period of not less than five (5) years. The Early Care Provider agrees to provide unlimited access to said records to the Coalition and its Contracted Service Provider.
- 35.) Suspension of Payment: If the Contracted Service Provider determines the Early Care Provider is out of compliance with the requirements set forth in this agreement, the Coalition or the Contracted Service Provider may suspend School Readiness funding to the program. The Early Care Provider has the right to appeal and upon resolution of the appeal, the Coalition will make a determination regarding the Early Care Provider's continued eligibility for School Readiness funding.
- 36.) Reimbursement Requirements: The Early Care Provider agrees to follow all payment procedures adopted by the Coalition and/or mandated by AWI. The Early Care Provider agrees to return to the Coalition, any funds received as a result of error or overpayment.

## **VII. Program Requirements:**

- 37.) The Early Care Provider agrees to meet all requirements of the School Readiness program, which are set forth in 45CFR98 (Code of Federal Regulations), Chapter 402.25 and Chapter 411.01 of the Florida Statutes, and Rule 60BB-4 of the Florida Administrative Code.

## **VIII. Professional Development:**

- 38.) The Early Care Provider agrees to comply with the educational and other requirements of Section 402.313, F.S. and Rule 650-20, F.A.C. Professional Requirements.

## **IX. Assessment and Screening of Children Birth to Five:**

- 39.) The Early Care Provider agrees to administer the Coalition approved screening tool (questionnaire) to all children ages birth to five, within 45 days of entry into the program and annually on the child's birthday. Training and materials as well as technical assistance on the use of the tool is provided by the Coalition or its contracted provider.
- 40.) The Early Care Provider agrees to permit Coalition designated agencies to conduct a pre and post assessment of selected children ages birth to five, during the fall and spring.

41.) The Early Care Provider agrees to share the screening and assessment results with the child's parents within 30 days of receipt of results. The Early Care Provider agrees to submit all results to the Contracted Service Provider timely. The Early Care Provider will retain copies of the screening and/or assessment results for a minimum of one year.

42.) The Early Care Provider agrees to participate in and support the provision of vision and hearing screenings and follow-up for children ages two to five. The Coalition will provide vision and hearing screenings to children ages zero to two upon request from the Early Care Provider

#### **X. Family and Cultural Involvement:**

43.) The Early Care Provider agrees to have an "open door" policy for families.

44.) The Early Care Provider agrees to provide new and prospective families with a parent handbook or informational materials that include at a minimum, an attendance and disciplinary policy.

45.) The Early Care Provider will utilize a variety of methods to communicate information to families.

#### **XI. Healthful and Safe Environment:**

46.) If the Early Care Provider is:

- A state licensed childcare center, the Early Care Provider agrees to comply with all requirements of 65C-22, F.A.C. and Chapter 402.302-319 Florida Statutes;
- Religiously exempt from licensure under ss. 402.316, F.S., or is a public or non-public school under ss. 402.3025, F.S., the Early Care Provider agrees to comply with the health and safety standards set forth in ss. 402.302-319 F.S. and 65C-22, F.A.C., with the exception of 65C-22.001 (1) and (2)(a), FAC which require licensure;
- In a large licensed, family childcare home or informal provider, the Early Care Provider agrees to comply with the health and safety standards of Chapter 402.302-319 Florida Statutes and Rule 65C-20, FAC.
- A participant in the Child Care Food Program, the Early Care Provider agrees to comply with all requirements of the Florida Department of Health as relates to the Child Care Food Program.

(Copies of these requirements may be found on the following website: [www.MyFlorida.com/childcare](http://www.MyFlorida.com/childcare). In addition, Early Care Provider s will be provided copies upon request.)

#### **XII. Administration:**

47.) The Early Care Provider agrees to ensure the confidentiality of the child's individual and family information and shall require staff to complete a confidentiality form. In the absence of parental consent, information associated with the School Readiness Program shall only be made available to the legal parent/guardian, the Coalition and/or its designee, the Office of Early Learning, the Agency for Workforce Innovation, and/or other legally sanctioned entities (Florida Statute 402.305(11)).

48.) The Early Care Provider agrees to permit the Coalition, its designee, and AWI to enter the Early Care Provider's facility during hours of operation to verify the Early Care Provider's compliance with this agreement, School Readiness procedures as set forth in federal and state law, and AWI policies and procedures. This paragraph does not authorize the Coalition to enforce licensing requirements under section 402.302-402.319 F.S. or impose any requirement beyond this agreement.

#### **XIII. Compliance Verification:**

49.) The Early Care Provider agrees to allow the Coalition, its designee, and AWI to inspect and copy records pertaining to the School Readiness program. The Early Care Provider may charge a reasonable fee to pay for the cost of copying records.

50.) If the Early Care Provider fails to comply with all terms and conditions of this Agreement or with the requirements of the School Readiness Program set forth in federal and state law, AWI policy and procedure, and the Coalition's policy and procedures, the Coalition shall notify the Early Care Provider of non-compliance in writing. The Coalition will give the Early Care Provider 30 business days to comply. The Early Care Provider may request technical assistance from the Coalition. If, after technical assistance has been provided, the Early Care Provider is still unable to comply, the Coalition will provide a corrective action plan to identify the areas of non-compliance, as well as the measures for corrective action. Depending on the degree of non-compliance, the timeline for corrective action may extend to 60 days. Failure to make appropriate corrections may result in termination of this agreement.

51.) The Coalition agrees to provide Early Care Providers technical assistance as needed to assist with compliance with the terms and conditions of this Agreement.

#### **XIV. Nondiscrimination:**

52.) The Early Care Provider agrees not to discriminate against any parent or child based on their race, color, national origin, disability, or religion.

#### **XV. Termination:**

53.) The Early Care Provider and the Coalition may agree to terminate this agreement by mutual consent. Written notice of termination must be given and alternative arrangements for uninterrupted services shall be made at least 30 calendar days before the termination date for children served under this agreement.

#### **XVI. Indemnification:**

54.) The Early Care Provider is fully liable for the actions of its agents, employees, partners, contractors, and subcontractors and shall indemnify, defend, and hold harmless the COALITION, the Agency for Workforce Innovation, and their officers, agents, employees, contractors, and subcontractors from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Early Care Provider, its agents, employees, partners, contractors, or subcontractors. If the Early Care Provider is a county government, public school or school district, this paragraph is limited to the extent required by section 768.28, Florida Statutes.

#### **XVII. Dispute Resolution:**

55.) The Early Care Provider understands they have the right to appeal any issues of dispute. Any Early Care Provider who has a dispute with the Coalition or its contracted provider may file a grievance with the Coalition's Client Services Manager. If the dispute cannot be resolved by the Coalition's Client Services Manager, the Early Care Provider may submit a written request for review of grievance to the Coalition's Provider Services Committee. If the complainant is dissatisfied with the Coalition's Provider Services Committee's decision, the issue may be raised to the Coalition's Board of Directors for review. The Coalition's Board of Directors will make the final decision. In the event there is dissatisfaction with the outcome provided by the Coalitions' Board of Directors, the Early Care Provider may seek further remedies, if any, as permitted by the laws of the State of Florida. This dispute resolution procedure is outlined in the Coalition's Handling Provider and/or Parent Complaints/Grievance Policy, 5.1.3.

#### **XVIII. COALITION Responsibilities:**

56.) The Coalition and its Contracted Service Provider are obligated to report to the Florida Department of Law Enforcement (FDLE), any case where there is sufficient reason to believe that any information is

submitted with the intent to commit fraud. Any identified licensing deficiencies will be reported to the Department of Children and Families.

57.) The Coalition supports all licensed, licensed-exempt, public and private centers and family childcare homes in the provision of quality school readiness services. To that end, the Coalition will provide, as funding is available, training, technical assistance, scholarships, mini-grants, and program resources, such as books, toys, materials, curricula, management resources, etc., to support quality efforts for all School Readiness Early Care Providers who are parties to this agreement.

58.) Persons authorized by the Coalition may visit the program to ensure standards are met. If any Early Care Provider is unable to meet and/or maintain these standards, technical assistance may be provided. If, after technical assistance has been provided, the Early Care Provider is still unable to meet and/or maintain these standards, the Coalition will provide a corrective action plan to identify the areas of non-compliance, as well as the measures for corrective action. Depending on the degree of non-compliance, the timeline for corrective action may extend to 60 days. Failure to make appropriate corrections may result in termination of this agreement.

59.) The Coalition, or its designee, as the monitor of the Contracted Service Provider, will ensure all requirements of this agreement are met and that resources are directed in ways that protect and advance the interest of the Early Care Provider and their clients. The Contracted Service Provider is required to do the following as specified in their contract:

- Determine eligibility of clients and assign re-determination dates;
  - Provide notification to Early Care Providers of the client's re-determination date;
  - Notify Early Care Providers in writing or by telephone, as necessary, of re-determination status prior to end date to prevent disruption in service provision;
  - Notify Early Care Providers of client's termination of care;
  - Ensure payments are made to Early Care Providers on schedule;
  - Ensure a summary is provided with monthly payments;
  - Ensure any reconciliation for payment omissions or errors is reconciled and paid the following month.
-

