



# District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

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## Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

813/794-2221 Fax: 813/794-2111


727/774-2221 TDD: 813/794-2484

352/524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

April 20, 2010

### MEMORANDUM

TO: Honorable Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Early Learning Coalition of Pasco and Hernando Counties, Incorporated  
PLACE Program

The attached contract is for services with the District's PLACE Program and Early Learning Coalition of Pasco and Hernando Counties, Incorporated. Early Learning Coalition of Pasco and Hernando Counties, Incorporated is an independent contractor for the State of Florida and is assigned to Pasco and Hernando Counties for these services.

The contract is to provide before/after school child care and holiday services for federally subsidized children in our PLACE Program throughout the District. The specific charges incurred by the District. The specific services are outlined in the agreement and are attached for your perusal. There are no charges incurred by the District.

At this time, we respectfully request your approval to enter into the attached contract. The contract will cover the period of July 1, 2010 through June 30, 2011. Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

KDG/dsr

Attachment

Date/Time: April 14, 2010 10:46:00



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Department of Community, Career and Technical Education  
Mary Grey, Supervisor, Child Care Education Program  
813/794-2180 Fax: 813/794-2487  
727/774-2180 TDD: 813/794-2484  
352/524-2180 E-Mail: [mgrey@pasco.k12.fl.us](mailto:mgrey@pasco.k12.fl.us)

Date: March 26, 2010

To: Kendra Goodman, CPPO, CPPB, Purchasing Agent

From: Mary Grey, Supervisor Child Care Education Program *MB*

Subject: Contract with Early Learning Coalition of Pasco and Hernando Counties, Inc.

The Early Learning Coalition of Pasco and Hernando Counties, Inc. is currently an independent contractor for the State of Florida. The PLACE Program would like approval of a contract with the Early Learning Coalition of Pasco and Hernando Counties, Inc. in order to secure before and after school child care and holiday services for the federally subsidized child in the Pasco County school system.

**2010-2011 School Readiness  
Provider Payment Agreement  
Checklist**

- \_\_\_\_\_ Signed Payment Agreement
- \_\_\_\_\_ Copy of current License/Registration Letter
- \_\_\_\_\_ Copy of Accreditation certificate (if applicable)
- \_\_\_\_\_ Copy of DCF Gold Seal of Excellence certificate (if applicable)
- \_\_\_\_\_ IRS W-9
- \_\_\_\_\_ Proof of Liability Insurance (minimum of \$100,000)
- \_\_\_\_\_ Notarized statement of child care rates
- \_\_\_\_\_ Public Entity Crime Form
- \_\_\_\_\_ Certification regarding Environment Tobacco Smoke
- \_\_\_\_\_ Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- \_\_\_\_\_ Certification Regarding Drug-Free Workplace
- \_\_\_\_\_ Holiday Form

CONTRACT REVIEWED  
AND APPROVED:  
*Kdy 4-2-10*

received  
3/26/10

Early Learning Coalition of Pasco and Hernando Counties, Inc.  
School Readiness Provider Payment Agreement

2010-2011



**A. Parties:**

This legally binding Payment Agreement (hereinafter known as "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between:

District School Board of Pasco County - PLACE Program

7227 Land o' Lakes Blvd. Land o' Lakes, FL 34638

Provider Name, City, Zip Code

(hereinafter known as "PROVIDER") and the Early Learning Coalition of Pasco and Hernando Counties, Inc. with its principal office located at 15506 County Line Road, Suite 103, Spring Hill, FL 34610 (hereinafter referred to as the "COALITION").

**B. Purpose:**

The purpose of this agreement is to fully communicate the partnership between the COALITION and PROVIDER to work collaboratively to prepare children for success in school through providing the highest quality early care and education for children participating in the School Readiness program.

**C. General:**

1. The Florida Legislature designated the Agency for Workforce Innovation (AWI) as the lead agency for Child Care Development Funds provided through 45 Code of Federal Regulations 98 which includes funds for School Readiness and Resource and Referral Programs. The legislature also created Early Learning Coalitions to administer the School Readiness funds to serve their local communities. The COALITION is the authorized entity for the administration of School Readiness Services in Pasco and Hernando Counties.
2. This Agreement will be in effect from July 1, 2010 through June 30, 2011.
3. The PROVIDER understands that School Readiness funding is limited. This agreement does not guarantee the placement of children. Children are placed based upon parental choice and funding availability.
4. The PROVIDER understands that 45 CFR 98 (Code of Federal Regulations), Chapter 402.25 and 411.01 F.S., and Rule 60BB-4 of the Florida Administrative Code set forth all requirements of the School Readiness programs. The PROVIDER agrees that by signing this agreement as a prospective recipient of School Readiness funding, you will ensure that your child care program meets these requirements.
5. PROVIDER acknowledges that providing information in order to obtain benefits, payments or reimbursement to which they are not entitled, or to increase the benefits, payments or reimbursements, is unlawful behavior.

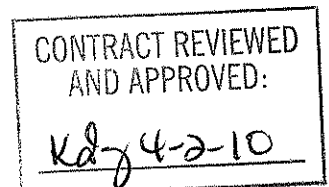
CONTRACT REVIEWED  
AND APPROVED:  
10/24/10

If you knowingly provide false information, omit requested information, sign inaccurate attendance documents, or fail to promptly report changes which would directly affect your eligibility as a School Readiness provider, you will be required to return unauthorized subsidy payments, denied further participation in the program, and/or referred to the Florida Department of Law Enforcement, Public Assistance Fraud Division for further investigation.

**D. Program Information:**

1. Provider/Business Name:  
District School Board of Pasco County - PLACE Program  
(This is the legal business name)
2. Mailing Address:  
7227 Land o Lakes Blvd.
3. City: Land o Lakes, Florida  
Zip: 34638
4. Physical Address:  
  
(If different from above)
5. City: \_\_\_\_\_  
Zip: \_\_\_\_\_
6. Contact Name(s):  
Mary Grey
7. E-mail Address(es):  
mgrey@pasco.k12.fl.us
8. Phone Number: 813-794-2180  
Fax Number: 813-794-2487
9. Type of program: (Check all that apply)
  - Before/After school only program
  - Faith-Based Exempt Child Care Center
  - Informal Family Child Care Home
  - Licensed Child Care Center
  - Licensed Family Child Care Home
  - Licensed Large Family Child Care Home
  - Registered Family Child Care Home
  - Summer Only Program

**\*\*License, registration letter, or exempt certificate must be submitted with this agreement\*\***



10. Are you an Accredited Provider: \_\_\_\_\_ Yes  No

If yes, please provide the name of accrediting association and date of accreditation:

Expiration date: \_\_\_\_\_

11. Are you a Gold Seal Accredited Provider: \_\_\_\_\_ Yes  No

Expiration date: \_\_\_\_\_

### E. Provider Eligibility:

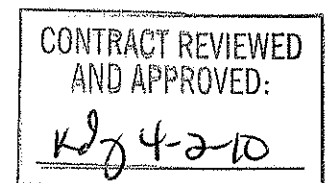
1. The PROVIDER certifies that they are either a licensed, registered or informal child care provider pursuant to Florida Statute 402.301-319; religious exempt faith based provider pursuant to Florida Statute 402.316; or public or private school provider pursuant to Florida Statute 402.305.
2. PROVIDER affirms that all child care personnel employed are of good moral character and in compliance with Level 2 background screening requirements pursuant to Florida Statute 435.04. At a minimum, each child care personnel file must contain the following:
  - Attestation of Good Moral Character (required annually)
  - Proof of FDLE clearance (every five (5) years)
  - Proof of FBI clearance
  - Proof of Local Law Check Clearance

PROVIDER affirms that if operating as an Informal Family Child Care Home or Registered Family Child Care Home, all residents 18 years and older complete a Level 1 background screening pursuant to Florida Statute 435.03, including an Attestation of Good Moral Character and Proof of Local Law Check Clearance.

3. The PROVIDER agrees to provide a healthy and safe environment (Florida Statute 411.01 (5)(c)2.f & 402.301).
4. The COALITION has reviewed the provider's information and determined that the provider is eligible to deliver the School Readiness Program.

### F. Provider Responsibility to Parents:

1. Parental Access: The PROVIDER agrees that federal and state laws (Florida Statute 402.305 (11) & 45 Code of Federal Regulations (98) mandate that a parent has the right of unlimited access to their child during regular business hours and any time their child is in care. Provider has an "open door" policy for families which states that parents have access to their children whenever the child is in care.
2. Working land-line Telephone: PROVIDER agrees to have a working land-line telephone available to make or receive phone calls whenever children are in care.
3. Parent's Right to obtain a copy of records: The PROVIDER agrees that parents have the right (Florida Statute 411.01) to review their child's records and, upon request, will be provided copies of their child's records.
4. Parental Notification: The PROVIDER understands that the COALITION or its designee may exercise its right to notify families if the PROVIDER has not maintained the standards set forth by the Early Learning Coalition of Pasco and Hernando Counties, or if the provider has been the subject of administrative sanctions by the Department of Children and Families or the accrediting agency responsible for accreditation standing.



5. Parental Choice: The PROVIDER understands and agrees that the parent has a choice of child care providers (Florida Statute 411.01 (7)(a)). In the event the parent chooses to move to a different child care provider, it is within their prerogative to do so.

**G. Healthy and Safe Environment:** (Florida Statutes 411.01 (5)(c)2.f & 402.301)

1. The PROVIDER agrees to serve meals and/or snacks which are nutritious, including infant formula (if applicable); parents are provided nutrition information for preparing meals, snacks, and infant formula. The PROVIDER will ensure that potable drinking water is available at all times.
2. The PROVIDER agrees to ensure that immunizations and physicals are current and up to date within 30 days of enrollment for all children in their care.
3. The PROVIDER agrees to protect the health of all children in their care.
4. The PROVIDER agrees to have and follow a written medication policy.
5. The PROVIDER agrees to have at least one staff member certified in CPR and First Aid on site at all times.
6. The PROVIDER agrees to have the following information for each child available at all times: child's name, birth date, guardian's name, child's address, guardian's phone number, and emergency contact numbers for the child, and any allergies the child may have.
7. The PROVIDER requires frequent hand washing of staff and children, especially after using the toilet and immediately prior to meals and snacks.

**H. Program Requirements:** (Florida Statutes 411.01 & 402.25)

1. The PROVIDER agrees to meet all requirements of the School Readiness program which are set forth in 45 Code of Federal Regulations 98, Florida Statute 402.25 and Florida Statute 411.01, and Rule 60BB-4 Florida Administrative Code.
2. The PROVIDER understands that according to Florida Statute 39.201, anyone who knows or has reasonable cause to suspect that a child has been or is being abused, abandoned, or neglected, must report this information to 1-800-962-2873.
3. **For Programs Serving Children Birth to Five Years**, the PROVIDER agrees to meet the following standards consistent with the requirements and goals of the School Readiness program.

Curriculum and Learning Environment (this does not apply to after school only or summer only programs)

- The PROVIDER will utilize one of the COALITION's approved curricula listed below that supports the implementation of the Florida Performance Standards (Florida Statute 411.01 (5)(c)2.a). **Please check which curriculum your program is currently using:**
  - Beyond Centers & Circle Time
  - Beyond Cribs & Rattles
  - DLM
  - Creative Curriculum
  - Funshine
  - High Reach
  - High Scope
  - Montessori
  - Scholastic Theme Based Curriculum
  - Wee Learn combined with Abeka

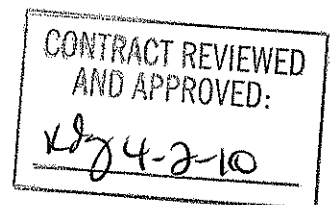
**A PROVIDER may request that another curriculum be approved for use by submitting it to the COALITION in advance for approval.**



- PROVIDER's program is inclusive of children with special needs and supports the development and individual needs of all children. PROVIDER will document daily planning with written activities for each day.
  - PROVIDER posts and follows a daily schedule for preschool children that includes, at the minimum, the following (Florida Statute 411.01 (5)(d)2):
    - One hour of uninterrupted child-initiated choice time between 8:30 a.m. and noon to include the following learning areas: Blocks, Dramatic Play, Art, Music, Discovery, Table Toys, Library, Writing, Sensory Motor (sand and water).
    - Small Group, teacher-directed activities that address essential concepts (colors, shapes, self-help skills, etc.).
    - Literacy activities and reading to children a minimum of 30 minutes per day.
    - Music activities each day which include a minimum of 30 minutes of classical music per day.
    - Outside activities for a minimum of 30 minutes twice per day, depending on length of day and weather permitting, as age appropriate.
  - PROVIDER posts and follows a daily schedule for infants, toddlers, and two-year-olds that includes, at minimum, the following (Florida Statute 411.01 (5)(d)2):
    - Infants are fed and diapered according to their needs.
    - Infants and toddlers are free to move around the indoor play area.
    - Infants are not kept in cribs when awake.
    - Infants, toddlers and twos are not kept in high chairs, playpens, or bucket seat tables for more than fifteen minutes unless eating.
    - Infants are given floor time with staff who encourage gross motor activities on a daily basis.
    - Infants and toddlers have access to materials that support their fine motor development.
    - Flexible schedule and planned activities provide a balance of active and quiet time, indoors and out, and experiences that include: sensory, language and motor development.
    - Varieties of musical activities are offered including classical music exposure.
    - Sensory/process oriented art activities are available for toddlers and two-year-olds.
    - Children are read to individually or in small groups, for short periods throughout the day.
4. For programs serving School Age children, the PROVIDER agrees to meet the following standards consistent with the requirements and goals of the School Readiness program (Florida Statute 411.01 (5)(d) 2).

Program Structure/Activities

- PROVIDER prepares a daily schedule that is flexible, with children transitioning smoothly from one activity to another at their own pace or as a group.
- PROVIDER utilizes a wide variety of indoor and outdoor activities for children to choose from that provide social, recreational, and educational opportunities.
- PROVIDER provides developmentally appropriate activities.
- PROVIDER includes a sufficient amount of materials that are accessible and in good working order for the number of children in the program.





Indoor/Outdoor Environment

- PROVIDER ensures indoor and outdoor space is sufficient to meet the needs of children in the program.
- PROVIDER maintains equipment and materials that allow children to be independent and creative to explore their interests.

**I. Child Developmental Screening and Assessment:**

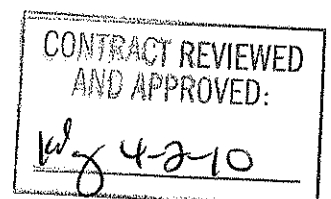
1. The PROVIDER agrees to conduct developmental screenings for all children ages birth through five funded through the School Readiness program (Florida Statute 411.227 (1)(a)2) within 30 days of receipt of the age appropriate developmental screening tool. Failure to complete these screenings may result in a delay in payment.
2. The PROVIDER agrees to conduct age-appropriate pre/post assessment of each child's development using an instrument approved by the COALITION (Florida Statute 411.01(5)(c)2.c.d). Failure to complete these screenings may result in a delay in payment.

**J. Family Involvement and Cultural Continuity:** (Florida Statute 402.45)

1. The PROVIDER agrees that teachers and child care staff work closely with families in partnership to ensure high quality care and education for children.
2. The PROVIDER agrees to help parents feel supported and welcomed as observers and contributors to the program by encouraging family members to visit the program and become involved through volunteering.
3. The PROVIDER agrees to provide programs that respect the cultural heritage and beliefs of children and their families.
4. The PROVIDER agrees to provide new and prospective families with a parent handbook and/or informational materials that include, at a minimum, an attendance policy and a discipline policy.
5. The PROVIDER will utilize newsletters, notes, and bulletin boards to share program information and to communicate information about the children's well-being through parent/teacher conferences.
6. The PROVIDER agrees to help build links to families and the community through resources, outreach and community involvement.

**K. Social and Emotional Development:** (Florida Statute 402.305 (12))

1. The PROVIDER agrees to promote a positive discipline policy that provides responsibility and self control of children. The PROVIDER agrees to use positive techniques to guide the behavior of children by setting appropriate limits and encouraging children to resolve their own conflicts.
2. The PROVIDER agrees to engage with all children in positive and respectful ways, through listening, acceptance and appreciation.
3. The PROVIDER agrees to respond appropriately to the individual needs of children, recognizing their special interests, feelings, abilities and cultures. The PROVIDER agrees to encourage children to take initiative, make appropriate choices and be responsible.
4. The PROVIDER agrees to interact with children, varying approaches to help children learn to think for themselves, share problem-solving skills, make friends and use language skills through frequent conversation.



#### L. Program Administration:

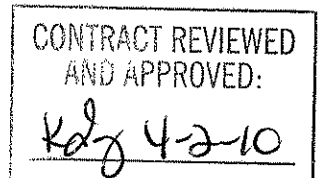
1. The PROVIDER agrees to maintain historical attendance records and sign-in/sign-out sheets for a minimum of five years, in which the records must be kept one year on site and a minimum of four years thereafter either on site or in storage. The PROVIDER agrees to submit monthly reimbursement requests and attendance rosters promptly that are supported by monthly attendance sheets.
2. The PROVIDER agrees to ensure that there is a centralized location for parents to sign their child in and out. The PROVIDER agrees to maintain daily sign-in/sign-out sheets that accurately reflect the child's time of arrival, signature of responsible adult and the child's time of departure. (Initials only are not acceptable.)
3. The PROVIDER agrees that records as described above are maintained for audit purposes.
4. The PROVIDER agrees to ensure the confidentiality of the child's individual and family information by requiring all staff to complete a confidentiality agreement form. Information associated with the School Readiness program shall only be available to the PROVIDER, the legal parent/guardian, the COALITION, the Office of Early Learning (OEL), The Agency for Workforce Innovation (AWI) and/or other legally sanctioned entities (Florida Statute 411.011).

#### M. Nondiscrimination:

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

#### N. Student Eligibility, Enrollment and Attendance:

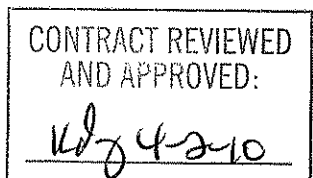
1. Enrollment Policy: PROVIDER agrees not to enroll any child with the expectation of receiving reimbursement without prior authorization by a representative of the COALITION. PROVIDER understands that if child care services are provided without proper authorization, those services will **not** be eligible for reimbursement.
2. Child Eligibility Status: PROVIDER agrees that payments will only be made for children eligible for services. PROVIDER understands that no payments will be made after the ending date of eligibility unless the child's continued eligibility has been established by the COALITION.
3. Attendance Records: The PROVIDER agrees to maintain daily sign-in/sign-out sheets and submit accurate attendance rosters monthly for all children who attend their facility and accurately identify absences. PROVIDER agrees to submit attendance rosters in accordance with COALITION instructions and understands that COALITION will pay up to three (3) unexcused absences per child per calendar month. Up to seven (7) additional absences may be paid with additional documentation such as doctor's note or court order. Additional absence requests require approval by the Coalition. PROVIDER understands that providing false information regarding a child's attendance will result in repayment requirements.
4. Attendance Audits: The PROVIDER agrees to record each child's attendance record daily and keep an attendance record on site at the facility. PROVIDER understands that the COALITION may audit attendance records at any time. Records that fail to substantiate the attendance rosters submitted for payment to the COALITION will automatically result in a disallowed payment. Disallowed payments may be deducted from any forthcoming reimbursement payment.
5. Unexcused Absences: The PROVIDER agrees to notify the COALITION immediately when the absences of an enrolled School Readiness child exceed ten (10).
6. Rilya Wilson Act: The PROVIDER agrees to follow the Rilya Wilson Act (Florida Statute 39.604) and all reporting requirements therein. The PROVIDER will notify the appropriate entity designated on the



child's enrollment certificate of any Protective Services (BG1) children who have an excused or unexcused absence.

## O. Compensation and Funding:

1. Reimbursement Rate: PROVIDER agrees the amount of child care reimbursement to be paid for each child is limited and may differ for individual children. The maximum actual amount of reimbursement to be paid for a specific child will be based on the provider rate schedule for each fiscal year, beginning July 1 until June 30 of the following year, as approved by the COALITION. PROVIDER understands that a Rate Substantiation Form (Attachment 1) must be completed annually as part of this agreement to be eligible to participate in the School Readiness program.
2. Rate Restrictions: PROVIDER agrees to provide the COALITION with information concerning the published child care rates charged to parents by the provider. PROVIDER agrees not to charge the COALITION or the parent receiving School Readiness funding a higher rate than charged to other parents. PROVIDER understands they may charge the parent a differential rate if the published rate charged to private families is higher than the reimbursement rate paid by the COALITION.
3. Reporting Changes: PROVIDER agrees to promptly report all changes such as location or ownership, etc., to the COALITION no later than ten (10) working days prior to the change. PROVIDER understands that failure to provide proper notification could result in a delay of reimbursement. PROVIDER understands reimbursement is not transferrable and is non-assignable. The PROVIDER will notify the COALITION if the program director changes no later than five (5) working days of the change.
4. Holidays and Closings: PROVIDER understands that twelve (12) holiday closings are allowed per fiscal year. PROVIDER understands that a Holiday Schedule Form (Attachment 2) must be completed annually as part of this agreement to be eligible to participate in the School Readiness program. These holidays will be chosen annually and can not be changed. PROVIDER understands that parents must sign documentation stating that they are aware of the scheduled holidays each fiscal year. PROVIDER agrees to notify the COALITION immediately of any temporary or permanent closing.
5. Fee Collection: PROVIDER understands they are responsible for collecting parent fees from the parent that are designated by the COALITION to be paid by the parent. This parent fee is automatically deducted from the monthly reimbursement payment. PROVIDER agrees to give the parent or responsible adult a receipt, including dates of services covered, for fees as they are paid. PROVIDER understands that if a parent does not pay his/her parent fee, the PROVIDER must notify the COALITION within 30 business days and the PROVIDER has the option to request that services be immediately terminated. The PROVIDER understands that before a parent can transfer to another child care provider, the PROVIDER must verify that parent is current on fees. If a parent leaves the PROVIDER's program owing a fee, and the parent and PROVIDER mutually agree to a payment schedule, PROVIDER will notify the COALITION of the parent's compliance with this arrangement.
6. Reimbursement Payments: PROVIDER agrees to submit all required monthly attendance documents to a COALITION office no later than the 2<sup>nd</sup> business day by 5:00 p.m. A drop box and fax machine are available for this purpose as well as regular US mail. PROVIDER understands that payments for services will be distributed by the 20<sup>th</sup> business day of the month. **All payments must be made via direct deposit.** Any attendance rosters submitted after 5:00 p.m. on the 2<sup>nd</sup> business day may not be processed until the next reimbursement period.
7. Reimbursement Report: PROVIDER agrees all attendance documentation submitted for reimbursement will be accurate and supported by the parent's signature on the sign-in sign-out sheets.



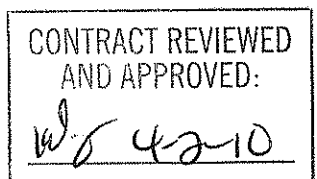
8. Reconciling Reimbursement: The PROVIDER agrees to review the Final Provider Reimbursement Reports provided by the COALITION reimbursement staff each month with the reimbursement check stub. The PROVIDER agrees to report any discrepancy (underpayment or overpayment) within 30 days from the date the reimbursement is deposited.
9. Suspension of Payment: The PROVIDER understands that if an action is taken against the PROVIDER's license or accreditation, such as denial, revocation or suspension; or DCF issues a notice to cease operation; or the COALITION determines the PROVIDER is out of compliance with the requirements set forth in the Agreement, the COALITION may suspend School Readiness funds to the PROVIDER's program even if the PROVIDER appeals the action. Upon resolution, a decision will be made by the COALITION regarding continued participation in the School Readiness program.
10. Reimbursement Requirements: The PROVIDER agrees to follow all payment procedures adopted by the COALITION and/or mandated by AWI/OEL. The PROVIDER agrees to complete a W-9 (Attachment 3) as part of this Agreement to be eligible to participate in the School Readiness program. The PROVIDER agrees to return any funds received as a result of error or overpayment to the COALITION.

**P. Compliance Verification:**

1. The PROVIDER agrees to permit the COALITION, or AWI/OEL, without prior notification, to enter the PROVIDER's facility during hours of operation to verify the PROVIDER's compliance with this Agreement and the School Readiness program set forth in federal and state laws identified in this document, as well as the rules and regulations set forth by AWI/OEL, the COALITION and this Agreement. The PROVIDER agrees to allow the COALITION or AWI/OEL to inspect and copy the records maintained by the provider concerning the School Readiness program.
2. If the PROVIDER fails to comply with any of the terms or conditions of this Agreement or with all requirements of the School Readiness legislation as set forth in Federal Code, Florida statutes, state rules and procedures of the COALITION and AWI/OEL, the COALITION may notify the PROVIDER in writing and give the PROVIDER a period of at least ten (10) business days to comply. If the PROVIDER does not comply within the period given, the COALITION may terminate this Agreement, therefore disqualifying the PROVIDER as eligible for School Readiness funding.
3. The PROVIDER understands that any program found below 80% compliance with the terms of this Agreement will be required to submit a Corrective Action Plan and will receive a follow up evaluation within thirty (30) days. Corrective Action Plans will be monitored by the COALITION and failure to comply may result in termination of this Agreement, therefore disallowing continued disbursement of School Readiness funds. Refer to Program Monitoring Procedure for additional information regarding compliance with program assessments.

**Q. Termination & Modification:**

1. The PROVIDER or the COALITION may terminate this Agreement at any time upon prior written notice to the other party. Alternative arrangements for uninterrupted services shall be made for School Readiness children.
2. The PROVIDER understands and agrees that there may be a need to revise the terms of this Agreement in the event that COALITION policy, procedure or funding change. Modifications to this Agreement must be made in writing and signed by both parties.
3. The COALITION and the PROVIDER understand and agree that there may be a need to terminate this Agreement in the event of any legislative or funding changes. The COALITION may terminate this Agreement at will, due to lack of funds or breach or failure to satisfactorily perform this Agreement by the PROVIDER.



## **R. Dispute Resolution:**

The COALITION will handle any complaint or grievance, from PROVIDER based upon the current COALITION Grievance Policy:

- a. PROVIDER must provide the COALITION the complaint or grievance in writing.
- b. The COALITION will respond in writing to any complaint or grievance within forty-five (45) days of receipt.
- c. Should PROVIDER not find resolution, they may submit a written notice of the grievance, complaint or appeal within ten (10) business days of the COALITION decision to the COALITION Board of Directors. The written notice must include: the specific COALITION action or decision, the date that action or decision occurred, a detailed explanation of how the PROVIDER was adversely affected by the action or decision, citing specific legislation, policy, procedure, statute, etc. that was violated, and the name, address, and telephone number of an individual who can act on behalf of the PROVIDER.
- d. Upon receipt, the Executive Committee will review the information and will convene within 30 days of receipt. Based upon this meeting, the Executive Committee will make a recommendation to the COALITION Board. The COALITION Board will review the findings and will notify the PROVIDER in writing within 10 days. The decision of the COALITION Board is final.

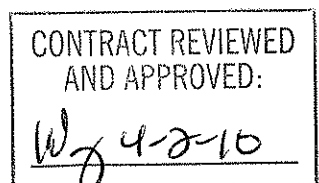
## **S. COALITION Responsibilities:**

1. In any case where there is sufficient reason to believe that this or any other information submitted is with the intent to be fraudulent, the matter will be referred to the Florida Department of Law Enforcement for further investigation.
2. The COALITION expects the PROVIDER to participate in making these standards a part of the daily program. The COALITION supports all licensed and licensed-exempt, public and private centers, family child care homes and informal child care providers in the provision of quality School Readiness services. The COALITION will provide assistance to any PROVIDER who would like more information to help in meeting these standards. Monitoring staff will verify that your program incorporates all of these very important elements, and will offer technical assistance as requested.
3. The COALITION will monitor each School Readiness provider at least once during the fiscal year.

The PROVIDER attests that this document is true to the best of their knowledge and that this Agreement is subject to verification by the COALITION. The PROVIDER agrees to provide the following documents prior to execution of this Agreement:

- Copy of current License/Registration Letter
- Copy of Accreditation certificate (if applicable)
- Copy of DCF Gold Seal of Excellence certificate (if applicable)
- Proof of Liability insurance with a minimum of \$100,000.
- Notarized statement of child care rates
- Public Entity Crime Form
- IRS W-9
- Certification regarding Environment Tobacco Smoke
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Drug-Free Workplace
- Direct Deposit Form and voided check
- Holiday Form

[10]



The PROVIDER hereby signs this Agreement to be executed as of the date set forth in Section A.

Mary Grey 3/26/10  
Signature of Director/Operator/Principal or Authorized Representative Date

Mary Grey Supervisor of Child Care Educational Programs  
Print Name Title

The COALITION hereby signs this Agreement to be executed as of the date set forth in Section A.

\_\_\_\_\_  
Signature of Coalition Authorized Representative Date

Betsy L. Kier Assistant Executive Director  
Print Name Title

CONTRACT REVIEWED  
AND APPROVED:  
WJ 4-2-10

**Early Learning Coalition of Pasco and Hernando Counties, Inc.**  
**15506 County Line Road, Suite 103**  
**Spring Hill, FL 34610**

Name of Facility: District School Board of Pasco Co. - PLACE Program

Address: 7227 Land o'Lakes Blvd. City: Land o'Lakes State: FL Zip: 34638

Telephone: 813-794-2180 Fax: 813-7942487 E-Mail: www.pasco.k12.fl.us

\*\*OFFICE USE ONLY\*\*

	Provider Rate (Weekly)	Pasco Maximum Rate Payable	Hernando Maximum Rate Payable
Infant Full-time			
Infant Part-time			
Toddler Full-time			
Toddler Part-time			
Two Year Old Full-time			
Two Year Old Part-time			
PR3 Full-time			
PR3 Part-time			
PR4 Full-time			
PR4 Part-time			
PR5 Full-time			
PR5 Part-time			
School Age Full-time	\$50.00 summer		
School Age Part-time	\$40.00 school yr.		

CONTRACT REVIEWED  
AND APPROVED:  
WJ 4-2-10

Mary Grey, Supervisor Child Care Educational Program

**PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**


Mary Grey

3/26/10  
DATE

SIGNATURE  
STATE OF Florida  
COUNTY OF Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Mary Grey who, after being sworn by me, produced identification or is personally known by me, affixed his/her signature in the space provided above on this 26<sup>th</sup> day of March, 2010.

Judith Marie Walker  
(NOTARY PUBLIC SIGNATURE)  
My commission expires: Sept 29 2013

**NOTARY PUBLIC-STATE OF FLORIDA**  

**Judith Marie Walker**  
 Commission #DD916979  
 Expires: **SEP. 29, 2013**  
 BONDED THRU ATLANTIC BONDING CO., INC.



**SWORN STATEMENT UNDER SECTION 287.133(3)(a)  
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Early Learning Coalition of Pasco and Hernando Counties, Inc. with the School

Readiness Subsidy Program Agreement by Mary Grey, Supervisor Child Care Ed. Program  
[Print individual's name and title]

for DSBPC - PLACE Program  
[Print name of entity submitting sworn statement i.e., name of the child care facility/organization]

whose business address is 7227 Land o'Lakes Blvd.  
Land o'Lakes, FL 34638 and (if

applicable) its **Federal Employer Identification Number (FEIN)** is 59-6000792.

(If the entity has no FEIN, include the **Social Security Number** of the individual signing this sworn statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or materials misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, director, executives, partners, shareholders, ~~employees, members,~~ and agents who are active in management of an entity.

CONTRACT REVIEWED  
AND APPROVED.

WJ 4-2-10





6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, [Please indicate which additional statement applies.]

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]


Mary Grey  
Signature

3/26/10  
Date

STATE OF Florida

COUNTY OF Pasco

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Mary Grey who, after being sworn by me, produced identification or is personally known by me, affixed his/her signature in the space provided above on this 26<sup>th</sup> day of March, 20 10.

NOTARY PUBLIC-STATE OF FLORIDA  
 Judith Marie Walker  
Commission # DD916979  
Expires: SEP. 29, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

Judith Marie Walker  
Notary Public Signature  
My commission expires: Sept 29, 2013

CONTRACT REVIEWED  
AND APPROVED:  
wjg 4-8-10



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

**FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the provider certifies that he or she will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

CONTRACT REVIEWED  
AND APPROVED:  
*WJ 4-2-10*

(Certification signature should be the same as the Agreement signature.)



**CERTIFICATION REGARDING LOBBYING**

**FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certificate shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000 for each such failure.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Name of Organization**

\_\_\_\_\_  
**Address of Organization**

CONTRACT REVIEWED  
AND APPROVED:

(Certification signature should be the same as the Agreement signature.)

*Wg4-2-10*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 – 20369).

**INSTRUCTIONS**

- 1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. School Readiness Coalitions cannot contract with these types of providers if they are debarred or suspended by the Federal Government.
- 2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- 3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms “debarred”, “suspended”, “ineligible”, “person”, “principal” and “voluntarily excluded”, as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the contract manager for assistance in obtaining a copy of those regulations.
- 5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- 6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
- 7. The School Readiness Coalition may rely upon a certification of a provider that is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
- 8. This signed certification must be kept in the contract manager’s contract file. Subcontractor’s certification must be kept at the contractor’s business location.

**CERTIFICATION**

- 1. The prospective provider certifies, by signing this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- 2. Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Name of Organization**

\_\_\_\_\_  
**Address of Organization**

(Certification signature should be the same as the Agreement signature.)

CONTRACT REVIEWED  
AND APPROVED:  
*wj 4-2-10*



## CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F, I, the undersigned, in representation of PLACE Program -DSBPC, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing a drug-free awareness program to inform employees concerning:
  1. The dangers of drug abuse in the workplace.
  2. The policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 1.
- D. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Contract, the employee will:
  1. Abide by the terms of the statement.
  2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b, from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every grant officer on whose Grant activity the convicted employee was working. The notice shall include the name(s) of each affected Contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b, with respect to any employee who is so convicted.
  1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement, or other appropriate agency.

CONTRACT REVIEWED  
AND APPROVED.

*WJG*  
4-2-10



- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
- H. Notwithstanding, it is not required to provide the workplace address under the Contract. As of today, the specific site is known and we have decided to provide the specific address with the understanding that if the identified place changes during the performance of the Contract, we will inform the agency of the change. The following is the site for the performance of work done in connection with the specific Contract including street address, city, county, state and zip code:

District School Board of Pasco Co. - PLACE Program

(Name of Facility)

7227 Land o' Lakes Blvd.

(Physical Address)

<u>Land o' Lakes</u>	<u>Pasco</u>	<u>Florida</u>	<u>34638</u>
(City)	(County)	(State)	(Zip Code)

### CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Mary Grey, Supervisor

Name and Title of Authorized Representative

Mary Grey  
Signature

DSBPC - PLACE

Name of Contractor/Child Care Facility

3/26/10  
Date

CONTRACT REVIEWED  
AND APPROVED:

WJ 4-2-10



# EARLY LEARNING COALITION of PASCO & HERNANDO COUNTIES, INC.

## ELECTRONIC FUNDS TRANSFER

### AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT OF CHILD CARE PROVIDER PAYMENTS

This form authorizes SunTrust, as the official Financial Agent of PHELC to deposit child care provider payments directly into the bank account listed below, and if necessary, reverse any incorrect credit entries made in error related to PHELC. I agree to resubmit this form immediately if this bank or bank account changes or if I decide to stop direct deposit.

CHECK ONE:  NEW APPLICATION     CHANGE IN DIRECT DEPOSIT INFORMATION

#### Child Care Provider Information: (Please Print Clearly)

Name of Provider or Business	District School Board Pasco Co. PLACE Program		
Mailing Address	7227 Land o' Lakes Bld.		
City	Land o' Lakes	State	FL Zip 34638
Daytime Telephone Number	(813) 749-2180		
Provider Identification Number	59-6000792		
	Tax ID Number or Social Security Number		

#### Information on Financial Institution

Name of Bank	Bank of America		
Bank's City	Tampa	State	FL Zip 33622
Telephone Number of Bank	(813) 225-8735		
Account Information (Check One):	<input type="checkbox"/> Checking OR <input type="checkbox"/> Savings DEPOSITORY ACCT.		
Bank Transit/Routing Number	063100277 <i>(Ask bank for the transit/routing number for direct deposit)</i>		
<u>Bank Customer Information:</u>			
Bank Account Number	8980-0638-3580		
Name of Bank Account Holder (Please print clearly)	District School Board Pasco County-PLACE Program		

*Please attach voided check to this application*

Signature of Provider Mary Grey

Date 3/26/10

Submit Completed Form To:  
Early Learning Coalition of Pasco & Hernando Counties, Inc.  
15506 County Line Road  
Spring Hill, Florida 34610

CONTRACT REVIEWED  
AND APPROVED:

WJ 4-2-10