

RESOLUTION NO. 2016-219

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT BETWEEN ST. JOHNS COUNTY AND THE EARLY LEARNING COALITION OF NORTHEAST FLORIDA FOR REIMBURSEMENT OF PROGRAM FEES FOR ELIGIBLE CHILDREN REGISTERED IN PROGRAMS WITH THE PARKS AND RECREATION DEPARTMENT.**

**WHEREAS**, the Early Learning Coalition of Northeast Florida (“Coalition”) seeks to enter into an agreement with the County to outline the requirements of participation in the State of Florida School Readiness Program (“Program”) and to engage the County to provide Program Services to eligible participants; and

**WHEREAS**, payment for Program Services will be at the applicable rates contained in the proposal agreement (attached hereto and incorporated herein), and shall be paid to the General Fund; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed agreement; and

**WHEREAS**, entering into the proposed agreement with the Coalition best serves the interests of the County.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of County Commissioners of St. Johns County, Florida that:

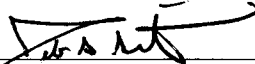
**Section 1.** The above recitals are incorporated by reference into the body of this Resolution, and such recitals are adopted as findings of fact.

**Section 2.** The Board of County Commissioners (“Board”) authorizes the County Administrator, or designee, to execute an agreement with the Coalition, in substantially the same form and format as attached hereto, on behalf of the County.

**Section 3.** To the extent that there are typographical or administrative errors that do not change the tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 19 day of July 2016.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**



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JEB S. SMITH, CHAIR

ATTEST: HUNTER S. CONRAD, CLERK

RENDITION DATE 7/21/16

By: Sam Halterman  
DEPUTY CLERK





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

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this 20th day of June, 2016, by and between the Early Learning Coalition of North Florida (herein referred to as "COALITION"), and St. Johns County Board of County Commisione (herein referred to as "PROVIDER"), with its principal offices located at 500 San Sebastian View, St. Augustine Florida 32084.
  - a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school School Readiness (SR) program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.
  - b. **Multiple Private Locations.** If PROVIDER is executing a single Contract on behalf of multiple private SR provider sites within COALITION's service area, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER shall include each location listed in Exhibit 1.
  - c. **Employer Identification Number.** Insert PROVIDER's EIN here: 59-6000825. If PROVIDER does not have an EIN, PROVIDER must insert PROVIDER's Social Security Number (SSN) here \_\_\_\_\_. PROVIDER's EIN or SSN is requested in accordance with sections (ss.) 119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Office of Early Learning and COALITION. Submission of PROVIDER's EIN or SSN is mandatory. PROVIDER's EIN or SSN will be used for processing payments to PROVIDER as an SR provider, for reporting those payments for federal tax purposes, and for routine identification. If PROVIDER completes Exhibit 1 listing multiple locations with multiple EIN numbers, this paragraph may be left blank.
2. **Purpose.** This Contract is designed to inform PROVIDER of the requirements of participation in the SR Program. Payment is not conveyed to PROVIDER through this Contract. PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the SR program. This contract is to engage an eligible provider to provide SR services to eligible SR children.
3. **Term.** This Contract begins on July 1st of the fiscal year (2016) or on the date on which the Contract is signed by the last party required to sign the Contract, whichever occurs last, and the Contract ends on (COALITION select one)  June 30<sup>th</sup> of the fiscal year 2017 or  the last day of the month twelve (12) months after the effective date of the contract as indicated herein.
4. **Payment Limitations.** PROVIDER will not receive nor be entitled to payment for SR program services performed before this Contract is fully executed by both parties or after expiration of the Contract.

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

## II. PROVIDER ELIGIBILITY

### 7. General Eligibility

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

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

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

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

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

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

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

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

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

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

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

### III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

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



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

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

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

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

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

#### IV. COALITION RESPONSIBILITIES

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

## V. ACCESS

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

## VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

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

## VII. COMPENSATION and FUNDING

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

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

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

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

- b. Co-payment Assessment and Collection.** Assessed parent co-payments are automatically deducted from PROVIDER's monthly reimbursement. PROVIDER is required to collect parent co-payments.
- c. Co-payment Documentation.** PROVIDER must give the parent a receipt for each co-payment made by the parent and retain receipt records for all child care co-payments. Upon request, PROVIDER shall provide a current accounting and copy of co-payment receipt records to the COALITION. COALITION will use this documentation to ensure parents who transfer their children to another child care provider have met their co-payment obligations before receiving additional school readiness services.
- 47. Holiday Schedule.** PROVIDER agrees to follow the holiday schedule approved by COALITION for PROVIDER's program, which includes Twelve (12) days per year as set forth in Exhibit 4: Holiday Schedule and understands that these are the only holidays for which PROVIDER will receive reimbursement. Pursuant to Rule 6M-4.500, F.A.C., reimbursement may be made for up to twelve (12) recognized holidays per year.
- 48. Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance reports for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the third (3<sup>rd</sup>) business day of each month. If the due date falls on a holiday, PROVIDER agrees to submit all required attendance records to COALITION on the preceding business day. Records submitted late will be processed and paid in the next open payment cycle.
- 49. Reimbursement Summary Review.** PROVIDER agrees to review the reimbursement summary provided with the monthly reimbursement statement. PROVIDER agrees to report to COALITION any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement summary.
- 50. Emergency Temporary Closure.** PROVIDER agrees all requests for compensation for temporary closures beyond PROVIDER's control will be handled in accordance with Rule 6M-4.501, F.A.C.
- 51. Disallowed Costs.** Any disallowed expenditure may be deducted from any future reimbursement. PROVIDER agrees to return to COALITION any funds received as a result of error or overpayment or disallowed cost. If PROVIDER ceases to offer the SR Program before the payment is fully recovered, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER shall be subject to collection efforts and/or funds may be obtained from other early learning programs. PROVIDER shall have an opportunity to substantiate or appeal the decision of a questioned or disallowed cost. Any unresolved questioned costs may become disallowed costs.
- 52. Head Start Agencies.** If PROVIDER is a Head Start Agency, PROVIDER understands that, in accordance with federal law, PROVIDER's Head Start programs must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance." (42 U.S.C., s. 9835(c))

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

#### **VIII. FINANCIAL CONSEQUENCES**

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

#### **IX. NONDISCRIMINATION**

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

#### **X. NONCOMPLIANCE, PROBATION AND TERMINATION**

56. **Noncompliance Determination.**

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

**57. Termination for Cause.**

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

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

**59. Revocation of Eligibility.** In accordance with s. 1002.88(2), F.S., if PROVIDER's Contract is terminated under paragraph 56., 57., or 58., COALITION may revoke PROVIDER's eligibility to deliver the school readiness program for a period of five (5) years. In determining whether to revoke PROVIDER'S eligibility, the COALITION shall consider the following factors: the severity of the PROVIDER'S actions leading to the termination of the contract, the health, safety and welfare of children enrolled at the PROVIDER, the financial impact of the PROVIDER'S actions, the impact that the revocation would have upon the local community, consistency with COALITION'S actions against other PROVIDERS for similar violations of the Contract or program requirements, the length of time that PROVIDER provided services under contract with the COALITION, and whether the PROVIDER had previously violated there terms of this Contract and prior contracts with the COALITION. COALITION shall provide notice of its intent to revoke PROVIDER'S eligibility at the same time that it provides written notice of intent to terminate the contract to PROVIDER.

**60. Termination of Contract by Provider.** PROVIDER and COALITION may agree to terminate this Contract by mutual consent or PROVIDER may unilaterally terminate this Contract at will. Written notice of termination must be given and alternative arrangements for uninterrupted services shall be made at least thirty (30) calendar days before the termination date for children

served under this Contract. If sufficient notice of termination is not provided, COALITION may refuse to issue the final reimbursement payment to PROVIDER.

61. **Legislative Appropriation.** Any obligation for payment under this Contract is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Contract are unavailable, COALITION shall terminate this Contract after providing written notice, with proof of delivery, at least twenty-four (24) hours before termination of this Contract. In the event of termination of this Contract under this paragraph, PROVIDER shall be paid for the documented SR hours completed prior to termination of this Contract.
62. **Eligible Child Care Provider.** In order to receive state or federal funds under this Contract, PROVIDER must be an eligible child care provider as defined under 45 C.F.R. §98.2. Failure to maintain status as an eligible child care provider shall be considered an immediate and serious danger to the health, safety, or welfare of children, which is grounds for emergency termination of this Contract as described in paragraph 58. PROVIDER certifies that each location at which PROVIDER offers the SR program is an eligible child care provider. PROVIDER agrees to notify COALITION immediately if it ceases to be an eligible child care provider.
63. **Fraud.**
  - a. **Anti-Fraud Plan.** PROVIDER agrees to comply with the anti-fraud plan established by COALITION in accordance with s. 1002.91, F.S.
  - b. **Payment Certificate Fraud Investigation.** In accordance with s. 1002.82(6)(d), F.S., if it is determined that PROVIDER has given any cash or other consideration to the beneficiary in return for receiving a payment certificate, COALITION or its fiscal agent shall refer the matter to the Department of Financial Services pursuant to s. 414.411, F.S., for investigation.
  - c. **Suspension for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the school readiness program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's determination to suspend PROVIDER as described in paragraph 64. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
  - d. **Termination for Fraud.** In accordance with s. 1002.91(5), F.S., if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., the COALITION shall refrain from contracting with, or using the services of, PROVIDER for a period of five (5) years. In addition, COALITION shall refrain from contracting with, or using the services of, any provider that shares an officer or board director with a provider that is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S. for a period of five (5) years.
  - e. **Termination for National Disqualification.** In accordance with s. 1002.91(7), F.S., if PROVIDER is placed on the United States Department of Agriculture National Disqualified

List, COALITION must terminate this Contract for cause. In addition, if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List, COALITION must terminate this Contract for cause.

64. **Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 5: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER's School Readiness Contract is being examined.
65. **Severability of Provider Location.** If PROVIDER has executed this Contract on behalf of multiple locations and one or more of the locations is terminated pursuant to Section X of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which location(s) previously part of this Contract has been removed by striking through the location(s), initialing and dating in the "official use only" column. COALITION shall provide a copy of the revised Exhibit 1 showing any stricken locations to the PROVIDER. This Contract shall remain in full force and effect as to all other locations on Exhibit 1 which have not been stricken.
66. **Litigation and Venue.** In the event that PROVIDER believes that this Contract has been inappropriately terminated, or in the event of a breach of this Contract, any available remedies may be pursued in a court of competent jurisdiction. COALITION and PROVIDER agree that any litigation related to this Contract which is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

## **XI. NOTIFICATION**

67. **Information Change Notification.** PROVIDER agrees to report any changes in contact or program information within fourteen (14) calendar days or temporary emergency closings of the SR program within two (2) calendar days. Permanent business closings or changes in business location or ownership must be reported at least thirty (30) calendar days prior to changes. PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information.
68. **Unusual Incident Notification.** PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed providers, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER's care. Examples of unusual incidents include: accusations of abuse or neglect against PROVIDER or PROVIDER's staff; the injury of a child which requires professional medical attention at PROVIDER's site or written notification from the child's parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is named party or defendant and which relates to the PROVIDERs operation at any location at which SR services are being provided.
69. **Notification of Disqualification or Public Assistance Fraud.**

- a. PROVIDER shall notify COALITION within five (5) calendar days if the PROVIDER is placed on the United States Department of Agriculture National Disqualified List, or if PROVIDER shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.
- b. PROVIDER shall notify COALITION within five (5) calendar days if PROVIDER, or an owner, officer, or board director thereof, is convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S., or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to, regardless of adjudication, public assistance fraud pursuant to s. 414.39, F.S.

**70. Contact Persons.**

- a. **Coalition Contact.** The representative for COALITION for the purposes of this Contract is Teresa Matheny who can be contacted at 904-726-1500 ext 247 or by email at tmatheny@ecs4kids.org.
- b. **Provider Contact.** The representative for PROVIDER for the purposes of this Contract is Jamie Baccari who can be contacted at 904-209-0377 or by email at jbaccari@sjcfl.us.
- c. **Contact Change.** In the event that either party designates different representatives after execution of this Contract, notice of the name and contact information of the new representative will be rendered in writing to the other party within ten (10) calendar days of change.

**XII. INDEMNIFICATION**

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

**XIII. SEVERABILITY**

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

**XIV. NO AMENDMENTS**

73. No attachments, amendments, or supplements to this Contract are authorized or permitted, except those specifically incorporated by reference in this form, including Exhibit 1: Provider Location List; Exhibit 2: Required Documentation; Exhibit 3: Provider Reimbursement Rates;

Exhibit 4: Holiday Schedule; Exhibit 5: Due Process Procedures; and Form OEL-SR 20L, Form OEL-SR 20LE, or Form OEL-SR 20FFN, as described in paragraph 7.

*(Remainder of this page intentionally left blank.)*

**XIV. EXECUTION OF CONTRACT**

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

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

<b>Signature of President/Vice President/ Secretary/Officer/Owner/Principal/or Other Authorized Representative</b> <input type="checkbox"/> By Electronic Signature	<b>Print Name</b>
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<b>Title</b>	<b>Date</b>
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<b>Provider's Additional Signatory (If required by the Provider)</b> <input type="checkbox"/> By Electronic Signature	<b>Print Name</b>
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<b>Title</b>	<b>Date</b>
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COALITION has caused this Contract to be executed as of the date set forth in paragraph 1.

<b>Signature of Authorized Coalition Representative</b> <input type="checkbox"/> By Electronic Signature	<b>Print Name</b>
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<b>Title</b>	<b>Date</b>
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**Exhibit 1: Provider Location List**

Provider Name: St. Johns County Board of County Commissioners

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

Not Applicable.

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

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

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

Location Number (DCF/FEIN Number)	Location Name	Physical Address	Curriculum (Date/Edition)	Official Use Only
			Character Development (Date/Edition)	
1.	Ketterlinus Gym	60 Orange St., St. Augustine, FL 32084		
2.	W.E. Harris Community Center	400 East Harris St, Hastings, 32145		
3.	Trout Creek Summer Camp	6795 Collier Road, Orangedale, FL 32092		
4.	Solomon Calhoun Summer Camp	1300 Duval St., St. Augustine, FL 32084		
5.				
6.				
7.				

## Exhibit 2: Required Documentation

Provider Name: St. Johns County Board of County Commissioners

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

1. Private Child Care Rates

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

2. Gold Seal Rates

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

3. Documentation of Eligible Child Care Provider

Private SR Providers

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

Public School, Private School, and Charter School SR Providers

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

4. Specialized Program Type

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

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

6.  Documentation of signature authority.

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

**Exhibit 3: Provider Reimbursement Rates**

Provider Name: St. Johns County Board of County Commissioners

Provider Operational Hours: 2-6 p.m.

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

Does PROVIDER have a Gold Seal Designation?  Yes  No

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

CARE LEVEL	(INF) <12 MTH	(TOD) 12-24 MTH	(2YR) 24-36 MTH	(PR3) 36-48 MTH	(PR4) 48-60 MTH	(PR5) 60-72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates								
Part-Time Daily Rates								
Before or After School Rates							\$646	

COALITION Maximum Reimbursement Rates  
(To be Completed by COALITION)

CARE LEVEL	(INF) <12 MTH	(TOD) 12-24 MTH	(2YR) 24-36 MTH	(PR3) 36-48 MTH	(PR4) 48-60 MTH	(PR5) 60-72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates	27.00	22.29	22.29	20.70	20.70	20.70	19.05	27.00
Full-Time Gold Seal Daily Rates	32.40	26.75	26.75	24.84	24.84	24.84	22.86	32.40
Part-Time Daily Rates	22.56	19.67	19.67	17.25	17.25	17.25	11.60	22.56
Part-Time Gold Seal Daily Rates	27.07	23.60	23.60	20.70	20.70	20.70	13.92	27.07
Before or After School Rates					17.25	17.25	11.60	22.56
Full-Time VPK Wrap Rate					15.06			
Part-Time VPK Wrap Rate					8.63			

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

CARE LEVEL	(INF) <12 MTH	(TOD) 12-24 MTH	(2YR) 24-36 MTH	(PR3) 36-48 MTH	(PR4) 48-60 MTH	(PR5) 60-72 MTH	(SCH) In School	(SPCR) Special Needs
Full-Time Daily Rates								
Part-Time Daily Rates							\$646	
Before or After School Rates								
Full-Time VPK Wrap Rate								
Part-Time VPK Wrap Rate								

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

Effective Date of Rates Established in This Exhibit 07/01/2016

**Exhibit 4: Holiday Schedule**

Provider Name: St. Johns County Board of County Commissioners

<b>Holiday</b>	<b>Date Observed</b>
New Years Day	January 1, 2017
MLK Day	January 16, 2017
Presidents Day	February 20, 2017
Good Friday	April, 14, 2017
Memorial Day	May, 29, 2017
Independence Day	July, 4, 2017
Labor Day	September 4, 2017
Veterans Day	November 10, 2017
Thanksgiving	November 23-24, 2017
Christmas	December 25, 2017

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

## Exhibit 5: Due Process Procedures

Provider Name: St. Johns County Board of County Commissioners

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

return receipt requested. The notice must include at least three (3) proposed dates and times for the review hearing which must be within forty-five (45) days of the date of receipt of the request for review hearing. The notice must also state that the review hearing may be conducted in person at a location designated by the Coalition or via any method of telecommunications, as long as the public is given reasonable access to observe and, when appropriate, participate. Finally, the notice must state whether or not all of the Coalition staff persons or sub-contractor staff whom the provider wishes to have present during the hearing will be made available. If any individual who the provider requested to have present is not available, the Coalition must make available an individual who is qualified to address the subjects the provider wished the individual to address.

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

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

- A.** If corrective action is necessary, that the provider must take corrective action in regard to the part(s) which the Review Hearing Committee determines to be correct; and the revised deadlines for completion of the corrective action(s);
- B.** If the provider's School Readiness Contract or eligibility to offer the School Readiness Program will be terminated, the date of termination.

The decision of the Review Hearing Committee is final.



**Health and Safety Checklist for Non-Public Schools**

**INTRODUCTION**

Non-public schools that provide school readiness services and are exempt from licensure under Section 402.3025, Florida Statutes, must complete a health and safety checklist each year, submit it to their local early learning coalition and post it in plain sight for visitors and parents. The items on this checklist are not specific requirements of license-exempt providers. Items checked identify the unique aspects of each school readiness program. This provider has completed a health and safety checklist covering the following.

<p style="text-align: center;"><b>Staff-To-Child Ratios/Supervision</b></p> <p>The numbers and ages of children the child care provider cares for.</p>	<p style="text-align: center;"><b>Transportation</b></p> <p>Vehicle insurance, driver's license, vehicle log and processes, if transportation is provided.</p>
<p style="text-align: center;"><b>Field Trip Permission</b></p> <p>How provider notifies parents in advance and obtains parent permission if field trips are offered.</p>	<p style="text-align: center;"><b>Child Discipline</b></p> <p>What disciplinary practices are used and how that information is provided to parents or guardians.</p>
<p style="text-align: center;"><b>Physical Environment</b></p> <p>How the facility is kept clean, in good repair and free of hazards.</p>	<p style="text-align: center;"><b>Outdoor Play Areas</b></p> <p>How playground equipment is installed, maintained properly and kept in good repair.</p>
<p style="text-align: center;"><b>Bedding and Napping</b></p> <p>The type of bedding provided for each child – crib or cot as appropriate – including safety and sanitation measures.</p>	<p style="text-align: center;"><b>Proper Handwashing</b></p> <p>When and how handwashing occurs (such as after toileting) for employees, volunteers and children.</p>
<p style="text-align: center;"><b>Toileting and Bathing Facilities</b></p> <p>Types of basins, toilets and bathing facility if appropriate and how they are kept in good working condition.</p>	<p style="text-align: center;"><b>Diaper Area and Diapering Procedures</b></p> <p>How diaper-changing area(s) are separated from food preparation and feeding area(s) and how frequently they are sanitized.</p>
<p style="text-align: center;"><b>Fire Drills and Emergency Preparedness</b></p> <p>How and when drills are conducted when children are in care.</p>	<p style="text-align: center;"><b>Background Screening and Certification</b></p> <p>Types of background screening required for caregivers.</p>
<p style="text-align: center;"><b>Personnel Training</b></p> <p>Training and credentials required for staff.</p>	<p style="text-align: center;"><b>Communicable Disease Control</b></p> <p>Processes and practices used for sick children</p>
<p style="text-align: center;"><b>Medication</b></p> <p>How provider handles documentation of medication and known allergies of children.</p>	<p style="text-align: center;"><b>Food and Nutrition</b></p> <p>How safe drinking water is made available to children, meals and snacks are provided if appropriate, and nutritional information.</p>
<p style="text-align: center;"><b>Record Keeping</b></p> <p>Record-keeping processes such as emergency contact information and procedures for documenting accidents.</p>	<p style="text-align: center;"><b>Plan of Activities</b></p> <p>Planning and frequency of appropriate activities and use of electronic media (TV, video, computers).</p>

<b>PROVIDER INFORMATION</b>	
Provider Name: <u>St. Johns County Board of County Commissioners</u>	
Address: <u>500 San Sebastian View, St. Augustine, FL 32084</u>	
Accredited By:	
Checklist Completed By: <u>Jamie Baccari</u>	Date: <u>06/20/2016</u>

*The items on this checklist are not specific requirements of license-exempt providers. Items checked identify the unique aspects of each school readiness program.*

**PLEASE CHECK ALL THAT APPLY**

**Supervision and Access**

- 1. Minimum staff-to-children ratio standards are maintained at all times for school readiness programs.
- 2. Direct supervision (within hearing and sight) is maintained at all times including during naps, changing diapers, toileting, bathing, changing clothes and when isolated due to a communicable disease.
- 3. Child care personnel are assigned a specific group of children to supervise and be present with at all times.
- 4. The operator of the facility is 21 years of age or older.
- 5. All child care personnel are 16 years of age or older, unless under direct supervision and are not counted for the purpose of calculating staff-to-children ratios.
- 6. Foster grandparents are not counted in staff-to-children ratios.
- 7. Volunteers who do not meet the credential requirement and/or work less than 20 hours per week are not counted in staff-to-children ratios.
- 8. The facility provides the custodial parent or legal guardian access, in person and by telephone, to the child care facility during the facility's normal hours of operation or during the time the child is in care.

**Transportation and Field Trip Permission**

- 1. Children are not transported at this facility in any vehicle.
- 2. This facility does not participate in field trips.
- 3. Written parental permission is obtained prior to field trip or transportation activity.
- 4. Vehicle(s) has appropriate single-limits liability insurance as required by S. 316.615(4), F.S., and complies with vehicle safety standards.
- 5. Seat belts and/or proper child safety restraints are used and vehicle capacity is appropriate when transporting children.
- 6. The driver of vehicle transporting children has a valid Florida driver's license and a current first aid and infant/child CPR certification.
- 7. The personnel record contains a copy of all driver(s) physician certification granting medical approval to operate a vehicle.
- 8. Procedures, which include a log and thorough inspection, are in place to account for all children being transported in the vehicle. The log is retained for a minimum of four months.
- 9. Communication devices and contact information for all children are kept in the vehicle at all times.
- 10. Emergency care plans, supplies and/or required medication are available for children being transported.

**Child Discipline/Discipline Policy**

- 1. Written disciplinary practices of the program are provided to parents/legal guardians at time of enrollment.
- 2. Discipline methods are not severe, humiliating or frightening to children or associated with food, rest and/or toileting.
- 3. Corporal or physical punishment is not used.
- 4. Children are not denied opportunities for physical activity as a form of punishment.

### **Physical Environment**

- 1. The facility is in good repair, clean, free from vermin infestation, and health and safety hazards.
- 2. Toys, equipment and furnishings are clean, safe, sanitary and in good repair.
- 3. All potentially harmful items including cleaning supplies, flammable products, poisonous, toxic and hazardous materials are labeled and stored out of children's reach.
- 4. Narcotics, alcohol or other impairing drugs are not permitted on the premises.
- 5. Firearms or weapons are not permitted within any building or vehicle, or on any person on the premises, excluding law enforcement officers.
- 6. Smoking is not allowed on premises.
- 7. An inside temperature of 65 to 82°F is maintained at all times.
- 8. At least one working telephone is available to all child care personnel during hours of operation.
- 9. The facility maintains a minimum of 35 square feet of usable indoor floor space for each child.

### **Outdoor Play Areas and Equipment**

- 1. The outdoor play area is shaded, clean and free of litter, nails, glass and other hazards.
- 2. The outdoor play area is enclosed by a fence that is four feet high or higher.
- 3. Outdoor play equipment and surfaces are in good repair and activities are safe.
- 4. A certified lifeguard or equivalent is always present if the program utilizes a swimming pool that exceeds three feet in depth or uses a beach or lake areas for water activities.
- 5. There is an appropriate amount of usable, safe and sanitary outdoor play area. Calculations for outdoor play area are at the rate of 45 square feet per child. (Urban child care facilities may substitute indoor for outdoor play space.)

### **Bedding and Nap/Sleep**

- 1. Safe and sanitary bedding that includes individual beds, cots, cribs, playpens, mattresses or floor mats are provided for each child and positioned at least 18 inches apart.
- 2. Floor mats are at least one-inch thick and covered with an impermeable surface.
- 3. Children up to 1 year of age are in their own crib, port-a-crib or playpen.
- 4. Child care personnel ensure that young infants who are not capable of rolling over on their own are positioned on their back on a firm surface when napping and sleeping.
- 5. Double or multi-deck cribs, cots or beds are not used.
- 6. If cribs are used, bar spacing does not exceed 2 3/8 inches and all cribs meet Title 16, Parts 1219 and 1220 Code of Federal Regulations (anti-loosening devices on crib hardware, durable mattress supports, no traditional drop-side cribs and others).

### **Proper Handwashing**

- 1. Employees, volunteers and children wash their hands with soap and running water, drying thoroughly, immediately following personal hygiene procedures for themselves, or when assisting others (including diapering), after outdoor play, and before preparing food or administering medication.

### **Toileting and Bathing Facilities**

- 1. Toilets and sinks are accessible, in good working condition, clean and sanitized.
- 2. Platforms and stools have surfaces that can be easily cleaned and sanitized.
- 3. Running water, toilet paper, soap, trashcans, and disposable towels or working hand drying machines are available and within reach of children.
- 4. Potty chairs are cleaned and sanitized after each use.
- 5. At least one bathing facility is available. (*This does not apply to programs serving only school-age children.*)

### **Diaper Area and Diapering Procedures**

- 1. Diaper-changing area has impermeable surface and is cleaned with sanitizing solution or disinfected after each use.

- 2. There is an ample supply of clean diapers, clothing and linens at all times, which are changed or removed promptly when soiled or wet.
- 3. Diaper-changing area(s) are physically separated from food preparation, food service and feeding area(s).
- 4. Diapers, disposable or cloth, are placed in separate, covered, lined containers not accessible to children.
- 5. Soiled diapers are placed in containers that are emptied and sanitized when containers are full and at least once daily.
- 6. A sink with running water is available in the room where infants or children with special needs in diapers are in care or in an adjoining room that opens into it.

**Fire Drills and Emergency Preparedness**

- 1. Exit areas are clear in accordance with fire-safety regulations.
- 2. At all times, a fully equipped first aid kit, as defined in Rule 65C-22.004(2)(c), Florida Administrative Code, is kept on the premises and in vehicles used for transporting children.
- 3. Local fire authorities conduct an annual fire inspection of the facility.
- 4. Fire drills are conducted at various dates and times when children are in care, including one during naptime and one with an alternate evacuation route.
- 5. Fire drills are conducted at least once a month.
- 6. A current attendance record accompanies staff out of the building during a drill or actual evacuation, and is used to account for all children.
- 7. A written emergency preparedness plan is available and includes procedures the facility takes during a fire, lockdown and inclement weather.
- 8. Emergency preparedness drills are conducted at various dates and times when children are in care.
- 9. The address and directions to the facility and emergency phone numbers, including ambulance, fire, police, poison control center and the Florida Abuse Hotline, are posted near all phones.
- 10. An emergency evacuation plan is posted in each room diagramming safe routes for exit from each area.

**Background Screening and Certifications**

- 1. Level II background screening is conducted through the Department of Children and Families (DCF) for all child care personnel. *(Volunteer and Employee Criminal History System screenings are not sufficient.)*
- 2. At least one staff member who has infant and child cardiopulmonary resuscitation (CPR) certification is present at all times. Number of staff members with this training: \_\_\_\_\_.
- 3. At least one staff member who has a valid first aid certification is present at all times. Number of staff members with this training: \_\_\_\_\_.
- 4. The facility has current documentation of staff CPR and first aid certifications.
- 5. Employment references of child care personnel are checked at time of hire.

**Personnel Training**

*Note: The items below do not apply to occasional or part-time support staff or those who do not work with children.*

- 1. All child care personnel have documentation of completing the DCF 40-clock-hour introductory course in child care, unless exempt under S. 402.305(2)(d)(1), F.S.
- 2. Child care personnel begin their training within 90 days of employment and complete it within one year.
- 3. All child care personnel complete five clock hours or .5 documented continuing education units of training in early literacy and language development of children from birth to 5 years of age, as approved by DCF (not applicable to school-age programs).
- 4. All child care personnel complete 10 clock hours of in-service training annually. *(The 40-hour introductory training Parts I and II may be used to meet this for the first fiscal year of employment.)*
- 5. The facility has a credentialed director *(credential approved and issued by DCF)* who is onsite a majority of hours that the facility is in operation.
- 6. The child care operator has completed a minimum of eight hours of basic training in serving children with disabilities within five years after employment (either as part of the Introductory Training Part II Special Needs Appropriate Practices or as part of annual in-service training).

### **Communicable Disease Control**

- 1. Children, personnel or any other person suspected of having a communicable disease is removed from the facility or placed in an isolation area until removed.
- 2. The isolation area is adequately ventilated, heated and equipped with a bed, mat or cot and materials that can be cleaned and sanitized or disinfected easily; linens are changed after each use.
- 3. A child who has an easily transmittable condition is not permitted in the facility until treatment has been completed and verified.
- 4. Child care personnel notify local county health department immediately of any suspected outbreak of communicable disease and follow the health department's direction.
- 5. The facility provides parents with detailed information regarding causes, symptoms and transmission of the influenza virus each year during the months of August and September.

### **Medication**

- 1. This facility does not administer medication and it is not kept on the premises.
- 2. The facility has written authorization from the parent or legal guardian to administer medication.
- 3. Prescription and non-prescription medication are not expired, in original containers, appropriately labeled, dispensed according to directions on labels, documented and stored in area not accessible to children.
- 4. The child's file documents known allergies and personnel are made aware of all children with allergies.

### **Food and Nutrition**

*Note: The facility is not required to provide food, but can arrange with the parent or guardian to provide for a child's meal/snacks.*

- 1. Safe drinking water is available to children at all times, including during outdoor play.
- 2. Meals and snacks provided by the facility meet daily nutritional needs of children according to the USDA MyPlate. *Copies of the USDA My Plate can be found at the website <http://www.choosemyplate.gov>.*
- 3. Special food restrictions, including food allergies, are shared with child care personnel and posted in a conspicuous location.
- 4. Children are either fed individually or supervised at meals/snacks and are offered age-appropriate food.
- 5. All breast milk and infant formula remaining in bottles after feeding are discarded within one hour.
- 6. The temperature of heated foods and bottles is tested before giving to children to prevent injury.
- 7. Facility provides sufficient seating so that children are seated at tables for meals.

### **Record Keeping**

- 1. Emergency contact information, immunization records and required health examination records are obtained and kept current for all children.
- 2. Daily attendance of children is recorded and maintained, documenting when each child enters and departs each day.
- 3. All accidents and incidents that occur at the facility are documented and shared with the parent or legal guardian on the day they take place.

### **Plan of Activities**

- 1. The facility prepares and implements a written daily plan of various age-appropriate activities that include active and quiet play and limit electronic media time (television, videos, movies or computer games).
- 2. The written plan of activities includes an age-appropriate program (implemented periodically) that assists children in preventing and avoiding physical and mental abuse.





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

**I. PARTIES AND PROVIDER TYPE**

1. **Parties.** This document is executed as an attachment to the Contract made and entered into the 20 day of June, 2016, by and between the Early Learning Coalition of North Florida (herein referred to as "COALITION"), and St. Johns County Board of County Commissioners (herein referred to as "PROVIDER").

2. **Provider Type.** To be eligible to deliver the school readiness program, PROVIDER must be one of the provider types identified in section (s.) 1002.88(1)(a), Florida Statutes (F.S.). This form is designed for use by license exempt providers. PROVIDER must check the box to indicate PROVIDER's type:

- A public school or nonpublic school exempt from licensure under s. 402.3025, F.S.
- A faith-based child care provider exempt from licensure under s. 402.316, F.S.
- A before-school or after-school program described in s. 402.305(1)(c), F.S., which is not licensed.

**II. LICENSE EXEMPT PROVIDER RESPONSIBILITIES**

1. **Health and Safety.** In accordance with s. 1002.88(1)(c), F.S., PROVIDER agrees to provide basic health and safety of its premises and facilities and compliance with requirements for age-appropriate immunizations of children enrolled in the school readiness program.

a. **Public school.** If PROVIDER is a public school, compliance with s. 1003.22, F.S., satisfies this requirement.

b. **Other License-Exempt Providers.** If PROVIDER is an other provider exempt from licensure under ss. 402.316 or 402.3025, F.S., PROVIDER shall annually complete the health and safety checklist required by s. 1002.82(2)(i), F.S., as incorporated by reference in Rule 6M-4.620, F.A.C. The PROVIDER agrees to post the checklist prominently on its premises in plain sight for visitors and parents, and submit it annually to COALITION no later than the date of the execution of the Contract and by July 1<sup>st</sup> each year thereafter.

**2. Staff to Children Ratio.**

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

**3. Insurance.**

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

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

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



Jeb Bush  
Governor

Jerry Regier  
Secretary

October 30, 2002

Mr. Troy Blevins  
Superintendent, St Johns County Recreation Department  
901 Pope Road  
St. Augustine, FL 32086

Dear Mr. Blevins:

I am writing to inform you that the Hastings and Ketterlinus Recreation After-School Programs will not require licensure. Since the information you provided in the surveys indicated the children can come and go at will, you are not operating a child care facility as defined in s. 402.302(2) Florida Statutes.

Thank you for responding to the surveys. If you need any further assistance, please telephone me at 723-2064.

Sincerely,

*Walt J. Murray*  
for Maurice Murray  
Supervisor, Child Care Licensure

Child Care Licensure • P.O. Box 2417 • Jacksonville, FL 32231 • (904) 723-2064 • Fax 723-2122 • TDD 724-8606

Working in partnership with local communities to ensure safety, well-being, and self-sufficiency for the people we serve

# CERTIFICATE OF COVERAGE

Certificate Holder

ELC OF NORTH FLORIDA  
8443 BAYMEADOWS ROAD SUITE 1  
JACKSONVILLE FL 32256

Service Company

Issue Date 10/8/15

Florida League of Cities, Inc.  
Department of Insurance and Financial Services  
P.O. Box 530065  
Orlando, Florida 32853-0065

**COVERAGES**

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

**FLORIDA ASSOCIATION OF COUNTIES TRUST**

AGREEMENT NUMBER: FACT 9015

COVERAGE PERIOD: FROM 10/1/15

COVERAGE PERIOD: TO 10/1/16 12:01 AM STANDARD TIME

**TYPE OF COVERAGE - LIABILITY**

**General Liability**

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Civil Rights Liability
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard
- Florida Claims Bill Endorsement
- Deductible \$10,000

**Limits of Liability**

\$1,000,000 Per Occurrence/\$3,000,000 Aggregate

- Employment Practices Liability
- Deductible \$10,000
- Employee Benefits Program Administration Liability
- Deductible N/A
- Florida Claims Bill Endorsement

**Limits of Liability**

\$1,000,000 Per Occurrence/\$1,000,000 Aggregate

**Automobile Liability**

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos
- Florida Claims Bill Endorsement
- Deductible \$1,000

**Limits of Liability**

\$1,000,000 Per Occurrence

**Description of Operations/Locations/Vehicles/Special Items**

Re: SR and VPK Program


THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

**DESIGNATED MEMBER**

ST JOHNS COUNTY BOARD OF COUNTY  
COMMISSIONERS  
500 SAN SEBASTIAN VIEW  
ST AUGUSTINE FL 32084

**CANCELLATIONS**

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**County of St. Johns Board of County Commissioners.**

**2** Business name (disregarded entity name, if different from above)

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) \_\_\_\_\_  
Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) **County Government**

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to entities established outside the U.S.)

**5** Address (number, street, and apt. or suite no.)  
**c/o Cheryl Strickland, Clerk - 4010 Lewis Speedway**

**6** City, state, and ZIP code  
**St. Augustine, FL 32084**

**7** List account number(s) here (optional)

**Requester's name and address (optional)**

**Part II Taxpayer Identification Number (TIN)**  
 Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Special security number**  
 [ ] - [ ] - [ ]

**Employer identification number**  
 5 9 - 6 0 0 0 8 2 5

**Note:** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part III Certification**  
 Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person: *Richard A. McDonald Jr* Date: *1/29/15*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**  
 An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1098-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See **What is backup withholding?** on page 2.

By signing the filed-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See **What is FATCA reporting?** on page 2 for further information.