

**R'Club Child Care, Inc.
Rate Agreement
Child Care Scholarship Funds
2023-2024**

This Rate Agreement is entered into between R'Club Child Care, Inc., hereinafter referred to as "R'Club" and _____, hereinafter referred to as "Provider" with its principle offices located at _____, for the period commencing October 1, 2023 and extending through September 30, 2024.

The Parties Agree:

I. The Provider Agrees:

- A. To be an active School Readiness Approved site prior to accepting any approved ELC scholarship children and maintain "In Good Standing" a School Readiness Agreement with the Early Learning Coalition of Pinellas County, Inc. (ELCP).
- B. To comply with ELCP established policies and requirements in accordance with the Providers ELCP School Readiness Agreement.
- C. To cooperate and allow full access to the Providers site by staff of R'Club Special Services representatives and applicable funders. Provide appropriate records as requested by staff of R'Club and applicable funders.
- D. To meet and maintain licensing standards, as established by the Pinellas County Child Care Licensing Program at all times that children are in care.
- E. To follow ELC's attendance policies.
- F. To notify R'Club of any ELC scholarship child(ren) absences of five (5) consecutive days without contact from the parent/guardian.
- G. To notify R'Club of all changes in ELC funded child and/or parents/guardian information such as days of attendance, changes in the parent's address, and termination of care.
- H. To notify R'Club of any changes in information, such as but not limited to: name, ownership, licensing changes, site address/location, banking information affecting payments, contact information affecting notifications and School Readiness Approved (SRA) status with Early Learning Coalition of Pinellas within three businesses days.
- I. To utilize the Electronic Funds Transfer (EFT) system for direct deposit for reimbursement of all funds.

- J. To return R'Club funds received as a result of an error, disallowance and/or overpayment. This may be done by reverse EFT or by adjustment to the following month's reimbursement.
- K. To follow approved holiday and attendance policies approved by the applicable child care scholarship funder.
- L. To protect the confidentiality of child and family information. The Provider will not use or disclose any information concerning a recipient or potential recipient of services under this Agreement for any purpose except upon written consent of the recipient or the responsible parent or as required by law
- M. To comply with nondiscrimination policies. The Provider may not refuse to admit a child for enrollment or discriminate against a parent or child based solely on the grounds of race, color, national origin, disability, or religion.
- N. To provide and maintain access to a working email address.
- O. To comply with state child abuse and neglect reporting requirements: As a mandated reporter, child care providers must immediately report any known or suspected abuse or neglect to the Abuse Hotline (800-962-2873) via the Child Abuse Registry. R'Club is also to be informed of these matters within one (1) hour of learning of the suspected incident and after notification to proper authority.
- P. To report unusual incidents: The Provider is responsible for reporting unusual incidents to R'Club office within one (1) hour of learning of the incident and to submit a written within three (3) workdays. Including but not limited to, incidents that involve the provider, parents, or children and may cause negative public reaction against the provider, R'Club or funders.
- Q. To be responsible for self-employment and other taxes resulting from compensation received under this Agreement and to indemnify and hold R'Club harmless from any loss or damage arising out of such taxes for any acts or omissions of Provider while providing service under this contract. The Provider fully certifies that they are an independent business, or a self-employed individual, and that they have no employment connection with R'Club.

II. R'Club Agrees:

- A. To monitor compliance of all requirements of this Rate Agreement, and contingent upon funding, will provide information and assistance as specified in this Rate Agreement.
- B. To be responsible for the monthly reimbursement to the Provider for all eligible days of child care that were provided and at the rate approved by the applicable funder (pending timely and complete reimbursement from the funder(s) to R'Club).

III. The Provider and R'Club Mutually Agree:

A. Indemnification

The Provider understands and agrees that the Provider is not an employee of R'Club and, as a result, is not covered under R'Club's workers' compensation policy, nor is the Provider entitled to any employment-related benefits that may be offered to employees of R'Club. As an independent business, the Provider is responsible for hiring adequate employees and all the related legal responsibilities. The Provider is liable for all tax liabilities and obligations related to their entity including but not limited to employment and business related reporting and filing.

Each party to this Rate Agreement shall, indemnify, defend, and hold harmless the other party and its officers, trustees, funders, agents, employees, related companies and owners from and against any and all demands, claims, damages, to persons or property, losses and liabilities, including reasonable attorneys' fees (collectively claims), arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the provisions of this Rate Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, nor shall it waive any defenses either party may have with respect to any claim.

B. Termination

Termination at Will

This Rate Agreement may be terminated by either party upon no less than thirty (30) days notice, without cause; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

Termination Because of Lack of Funds

In the event funds to finance this Rate Agreement become unavailable, R'Club may terminate or modify this Rate Agreement upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be delivered by certified mail, return receipt requested with proof of delivery, or in person. R'Club shall be the sole and final authorities, regarding the availability of funds.

Termination for Breach

Unless the Provider's breach is waived by R'Club, R'Club may terminate the Rate Agreement. A written notice of termination shall be provided upon no less than twenty-four (24) hours and delivered by certified mail, return receipt requested with proof of delivery, or in person. Waiver of breach of any provision of this Rate Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the Rate Agreement. The provisions herein do not limit R'Club's right to remedies at law or to damages.

If this Rate Agreement is terminated for any reason, R'Club shall be limited only to payment for services provided in accordance with this Rate Agreement prior to the date of termination.

IV. Modification

Modifications of provisions of this Rate Agreement shall only be valid when they have been reduced to writing and duly signed. The parties agree to comply with modifications of this Rate Agreement if Federal, State, Funder and/or R'Club revision of any applicable laws or regulations make changes in this Rate Agreement necessary. Emergency problems with availability of funding may result in temporary or ongoing rate reductions after a minimum of twenty-four (24) hour written notice. R'Club shall be the final authority as to the availability of funds for this Rate Agreement. The rate of payment may, at the R'Club's discretion, be adjusted retroactively to reflect price level increases or other changes approved by the funder and/or R'Club.

V. Notice and Contact

The representative for R'Club for this Rate Agreement is, Lillie McFarley, and can be contacted at R'Club Child Care, Inc. 4140 49th Street North St Petersburg, Florida 33709, telephone 727-578-5437, email: lmcfarley@rclub.net

The representative of the Provider responsible for the administration of the program under this Rate Agreement is

Provider Name	
Provider Address	
Provider Telephone	
Provider Email	

In the event that either party designates different representatives after execution of this Rate Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Rate Agreement.

VI. Terms and Conditions

This Rate Agreement constitutes the only Rate Agreement, and supersedes all prior Rate Agreements and understandings both written and verbal, among the parties with respect to the subject matter hereof. Attachments, as applicable, hereto are a material part of this Rate Agreement and are incorporated by reference. This Rate Agreement, including any Attachments hereto, may not be amended or modified, except in writing and signed by all parties to this Rate Agreement.

R'Club reserves the right to waive requirements of the General Conditions, Manner and Scope of Service, Specific Conditions or any and all attachments to this Rate Agreement where warranted by special circumstances.

COMMITMENT OF INTENT

It is understood that by signing this Rate Agreement, I acknowledge my awareness of the importance of quality early childhood care and education; and I affirm that I will provide an age-appropriate and developmentally appropriate program for all children entrusted in my care.

IN WITNESS THEREOF, both parties have caused this six-page Rate Agreement and accompanying Attachment 1 to be executed by their undersigned officials as duly authorized.

Name of Provider (please print)

Title

Signature of Provider or Authorized Representative

Date

Provider Social Security or Federal Identification Number

Lillie McFarley
R'Club Authorized Representatives Name (please print)

Special Services Supervisor
Title

Signature of R'Club Authorized Representative

Date

