



STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
FORM DEL-VPK 20

I. PARTIES AND TERMS OF CONTRACT

1. **Parties.** This Contract is made and entered into this _____ day of ____, 20__, by and between the Early Learning Coalition of _____ (herein referred to as “COALITION”), and _____ (doing business as, if applicable) _____ (herein referred to as “PROVIDER”), with its principal offices located at _____ and its provider physical site address (if the single site provider physical site address is different from principal office address) located at _____.

- a. **Multiple Public School Locations.** If PROVIDER is a school district executing a single Contract on behalf of multiple public school Voluntary Prekindergarten (VPK) Education Program providers, a list of their names and their physical addresses are included in Exhibit 1: Provider Location List. Thereafter, PROVIDER must include each entity listed in Exhibit 1.
- b. **Multiple Private Provider Locations.** If PROVIDER is executing a single Contract on behalf of multiple private VPK 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 must include each entity listed in Exhibit 1.
- c. **Identification Number.** Insert PROVIDER’s ☐ EIN or ☐ SSN here: _____

PROVIDER’s EIN (Employer Identification Number) or SSN (Social Security Number) is requested in accordance with ss. 119.071(5)(a)2. and 119.092, F.S., for use in the records and data systems of the Division 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 a VPK 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 VPK Program. Payment is not conveyed to PROVIDER through this Contract. Instead, PROVIDER must agree to comply with the terms and conditions of this Contract in order to be eligible to participate in the VPK Program. This Contract is to engage an eligible provider to provide VPK services to eligible VPK children. PROVIDER will receive payment based on Legislative appropriations, the Division’s Uniform Attendance Policy for Payment (Rule 6M-8.204, Florida Administrative Code (F.A.C.), and a child’s attendance certified by the parent and provider (Rule 6M-8.305, F.A.C.).
3. **Term.** This Contract applies to the 20_____ - 20_____ VPK program year. PROVIDER shall offer a school-year program and/or a summer program. This Contract begins on _____, or on the date on which the Contract is signed and dated _____.

by the last party required to sign the Contract, whichever occurs last, and expires upon completion of the VPK instructional hours and completion of the requirements outlined in this Contract or termination of this Contract under Section XI.

A school-year VPK program must be at least 540 instructional hours and a summer VPK program must be at least 300 instructional hours. In the event there is a transfer of ownership before all instructional hours are completed, PROVIDER may schedule only the remaining instructional hours of the program for the VPK classes previously enrolled under the prior ownership.

4. **Payment Limitations.** PROVIDER will neither receive nor be entitled to payment for VPK Program services 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 VPK program and that PROVIDER and COALITION will be bound by the same:
 - Part V and VI Chapter 1002, Florida Statutes (F.S.);
 - Chapter 6M-8, Florida Administrative Code (F.A.C.); and
 - Rule 6A-6.03033, F.A.C.
6. **Not Transferrable.** This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership, or other transfer of ownership interest, the provider must notify COALITION no later than thirty (30) calendar days prior to the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. General Eligibility.

- a. **Provider Type.** To be eligible to deliver the VPK Program, PROVIDER must be either a public school or a private provider (a licensed child care facility, licensed family day care home, licensed large family child care home, a nonpublic school exempt from licensure, faith-based child care provider exempt from licensure, or child development program that is accredited by a national accrediting body and operates on a military installation that is certified by the United States Department of Defense).

A charter school that includes a VPK Program in its charter is a public school and must only execute this Contract with the approval and oversight of the school district. A charter school that does not include the VPK Program in its charter must meet the requirements to be a private provider to be eligible to deliver the VPK Program.

Check the box to indicate PROVIDER's type:

- ☐ A public school (Form DEL-VPK 20PS must be completed as an authorized attachment to this Contract.)
- ☐ A private provider/nonpublic school (Form DEL-VPK 20PP 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.

d. Eligibility pursuant to the successful completion of terms of prior contract. PROVIDER agrees to successfully complete corrective action due to noncompliance determinations from a prior contract, as applicable, for the duration of this Contract.

e. Eligibility pursuant to s. 448.095, F.S. PROVIDER acknowledges that PROVIDER must register with and use the E-Verify system to verify the work authorization status of all newly hired employees. PROVIDER represents that it does not employ, contract with, or subcontract with an unauthorized alien, and will provide an affidavit affirming this prior to the effective date of the Contract. PROVIDER further acknowledges that violation of s. 448.09(1), F.S., may result in termination of this Contract.

f. Eligibility pursuant to ss. 1002.68(5)(a), F.S. PROVIDER acknowledges that PROVIDER must have a composite program assessment score that meets the contract minimum threshold in accordance with Rule 6M-8.621, F.A.C.

PROVIDER's composite program assessment score: _____. If PROVIDER has multiple sites, the program assessment score for each site is listed in Exhibit 1.

- 8. Required Forms.** PROVIDER certifies that it has registered with COALITION on forms prescribed by the Division, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION in accordance with the notification requirements in paragraph 64 of any change in the information submitted on those forms. Changes implemented by PROVIDER prior to notification to COALITION that fail to comply with all VPK qualifications and requirements will result in financial consequences referenced in paragraph 52 and corrective action referenced in paragraph 54.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

- 9. Child Enrollment.** PROVIDER agrees to enroll eligible children for the VPK Program only with authorization from COALITION, which will be provided in the form of a Child Certificate of Eligibility from the single statewide information system. PROVIDER agrees to obtain and complete, with parent, an eligibility certificate form (Form DEL-VPK 02 or Form OEL-VPK 04). In the event that PROVIDER has multiple locations, PROVIDER may only change the location where the child is served in accordance with the reenrollment requirements established in Rule 6M-8.210, F.A.C.

10. Adherence to Requirements.

a. PROVIDER agrees to deliver the VPK Program in accordance with all of the requirements set forth in applicable statutes, rules, and this Contract.

b. PROVIDER agrees to participate in a VPK Program Orientation conducted by the COALITION prior to the execution of this Contract, if offered by COALITION.

- 11. Assessment.** PROVIDER agrees to implement the coordinated screening and progress monitoring program and program assessment in accordance with s. 1002.68, F.S., and Rules 6M-8.620 and 6M-8.621, F.A.C.
- 12. Curricula.** PROVIDER agrees that it will implement curricula to deliver VPK Program instruction in accordance with s. 1002.67(2)(b), F.S.
- 13. Required Parent Information.** PROVIDER agrees that PROVIDER will provide a copy of its attendance policy to COALITION before contract execution and to the parent of each child at the time the child is admitted into PROVIDER's VPK Program. PROVIDER will adopt its own attendance policy, and in accordance with s. 1002.71, F.S., the attendance policy must require parents to verify each month, the child's attendance on forms prescribed by the Division in Rule 6M-8.305, F.A.C. PROVIDER agrees to not amend its VPK Program attendance policy for the duration of this Contract. PROVIDER attendance policy must address school-year and summer programs separately, if applicable.
- 14. Fees Prohibited.** PROVIDER agrees that, in accordance with s. 1002.71(8)(a), F.S., PROVIDER must not require payment of a fee or charge for services provided for a child in the VPK Program during instructional hours reported for funding. PROVIDER must not require a fee or payment as a condition of enrollment or participation in the VPK Program. A provider found to have required such fees is subject to termination of this Contract for cause as described in paragraph 55.
- 15. Supplemental Services.** PROVIDER agrees that, in accordance with section 1002.71(8)(b), F.S., PROVIDER will not require a child to enroll for, or require the payment of any fee or charge for, supplemental services (e.g., "extended-day," "extended-year," "wrap-around," or "full-day" services) as a condition of admitting the child in the VPK Program. PROVIDER agrees to schedule all VPK hours offered for any VPK class so that parents are not constructively required to enroll a child in supplemental services or pay any fee or charge (e.g., scheduling instructional hours in a day with a break in instructional time, for which parents would be required to pay for supplemental services for care). A provider found to have required such fees is subject to termination for cause of this Contract as described in paragraph 55.
- 16. Parent Not Responsible for Financial Consequences.** PROVIDER agrees that, if PROVIDER does not receive payment from COALITION for offering VPK Program instruction to a child, PROVIDER will not require the child's parent to pay for the services.
- 17. Instructor Requirements.** PROVIDER agrees that at all times each of its VPK instructor(s) and substitute instructor(s) meet the eligibility requirements set forth in sections 1002.55, 1002.61, and 1002.63, F.S.
- 18. VPK Class Staffing.** PROVIDER agrees to maintain proper staffing as required by VPK Sections 1002.55, 1002.61, and 1002.63, F.S. A properly credentialed instructor must be present for all VPK classes. For school-year classes that are composed of 12-20 children, an additional adult instructor who is eligible to work in the VPK provider's setting must be present, in accordance with Sections 1002.55 and 1002.63, F.S. The VPK class size must not exceed the approved capacity of the physical space where instruction is provided.

19. **Substitute Instructors.** PROVIDER agrees that substitute instructors who meet the requirements of Rule 6M-8.410, F.A.C., may replace a lead VPK instructor, when the VPK lead instructor is not present at the facility. Substitute instructors may replace a lead instructor no more than thirty (30) percent of the VPK Program's total instructional hours in a VPK class.
20. **Prohibited Forms of Discipline.** In accordance with s. 1002.55(5), 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.
21. **Single Statewide Information System.** PROVIDER agrees to utilize the single statewide information system as referenced in s. 1002.82(2)(q), F.S., to submit information and updates regarding the VPK Program. The PROVIDER must execute this Contract on the Provider Portal found at <https://providerservices.floridaeearlylearning.com>.
22. **Rilya Wilson Act and At-Risk Children.** 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 VPK Program.
23. **VPK Logo.** PROVIDER may use the registered VPK logo in conjunction with the operation of the VPK Program in advertisements, letterhead, and educational and promotional materials. PROVIDER agrees to comply with the VPK Logotype Usage and Brand Guidelines (Form DEL-VPK 20B) and must cease use of the VPK logo once services under this Contract are suspended or terminated.

24. Provider Deliverable

Deliverable	Provider	Task and Activities	Due Date
VPK instructional hours; 540 for school-year programs and/or 300 for summer programs	Private and Public	Child enrollment activities per paragraph 9	For the term of this Contract
		Implementation of curricula requirements in paragraph 12	
		Instructor Requirements per paragraphs 17-19	
VPK Child Attendance	Private and Public	Completion of Child and Parental Choice forms (OEL-VPK 03S and VPK 03L) per paragraph 37	Monthly
		Monthly Certification of Child Attendance by Provider per paragraph 44	
Information change notification	Private and Public	Compliance with notification requirements per paragraph 64	See paragraph 64
Liability insurance notification	Private	Notification of cancellation of changes to general liability coverage	10 calendar days prior to cancellation or changes to general liability coverage
Implementation of the coordinated screening and progress monitoring program in accordance with s. 1002.68, F.S., and Rule 6M-8.620, F.A.C.	Private and Public	Administration of the coordinated screening and progress monitoring program during the first administration window.	Within the first 30 instructional days of the VPK class schedule
		Administration of the coordinated screening and progress monitoring program during the second administration window.	Mid-program year of the VPK class schedule in accordance with Rule 6M-8.620, F.A.C.

		Administration of the coordinated screening and progress monitoring program during the third administration window.	Within the last 30 instructional days of the VPK class schedule
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IV. COALITION RESPONSIBILITIES

25. **Forms Approved.** COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER has completed the forms, in accordance with s. 1002.55(3)(h), 1002.61(9), or 1002.63(8), F.S., as applicable.
26. **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 VPK services for all providers, including providers on probation. The technical assistance will be offered in a manner and schedule prescribed by COALITION or, the school district.
27. **Child Eligibility.** COALITION has the responsibility for determining the eligibility of children enrolling in the VPK Program. COALITION will issue a *child certificate of eligibility* (Form DEL-VPK 02), adopted in Rule 6M-8.201, F.A.C. or a *certificate of eligibility for reenrollment* (Form OEL-VPK 04), adopted in Rule 6M-8.210, F.A.C., for each eligible child whose parent applies for the VPK Program or a reenrollment through the Family Portal.
28. **Limitations on Authority.** COALITION must not impose any requirement on PROVIDER that exceeds the authority provided under parts V and VI of chapter 1002, F.S., or rules adopted pursuant to parts V and VI of chapter 1002, F.S.

V. MONITORING, AUDITING, AND ACCESS

29. **Monitoring.** PROVIDER understands that the provisions of this Contract are required to fulfill its obligation to offer the VPK Program, and that COALITION will monitor PROVIDER for compliance with the requirements of offering the VPK Program.
30. **Physical Access.** PROVIDER agrees to allow the Division and COALITION staff or sub-contractors immediate access to the facilities and spaces used to offer the VPK Program during normal business hours.
31. **Records Access.** PROVIDER agrees to allow COALITION staff or sub-contractors and the Division to inspect and copy records pertaining to the VPK Program during normal business hours and upon request by COALITION or the Division. Records shall be provided within seventy-two (72) hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

32. **Record Confidentiality.** PROVIDER agrees to protect the confidentiality of child and family records. Information associated with the VPK Program will only be made available in accordance with the restrictions of s. 1002.72, F.S. For the purposes of records of children enrolled in the VPK Program, this Contract is considered an interagency agreement for the

purpose of implementing the VPK Program as described in s. 1002.72(3)(a), F.S. Accordingly, to the extent that PROVIDER receives VPK records in order to carry out its official functions, PROVIDER must maintain and protect the data as required in s. 1002.72, F.S., and in accordance with paragraphs 33 and 34 below. Individuals and organizations eligible to receive records include PROVIDER, the parent, COALITION, the Division, and other entities identified in s. 1002.72, F.S.

33. **Record Maintenance.** PROVIDER agrees to maintain records, including enrollment and attendance records, for children funded by the VPK Program; records of each VPK child, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of five (5) years from the date of the last payment 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 PROVIDER does so, then PROVIDER must back up records on a regular basis to safeguard against loss.
34. **Record Transfer on Termination.** In the event that PROVIDER permanently ceases to offer the VPK Program before the conclusion of the retention period for VPK records as described in Paragraph 33, whether as a result of unilateral or mutual termination of PROVIDER's eligibility to offer the VPK Program or as a result of PROVIDER ceasing to do business, PROVIDER must transfer all VPK records required to be maintained under Paragraph 33 to COALITION no later than the close of business on the day PROVIDER ceases to offer the VPK Program. Failure to remit all VPK records required to be maintained will result in COALITION withholding final payment until the requirements of this paragraph are met.

VII. COMPENSATION AND FUNDING

35. **Notification of Enrollment.** PROVIDER agrees that it will not receive payment until PROVIDER has entered the certificate of eligibility number into the Provider Portal and COALITION has in turn approved the enrollment of the child through the Provider Portal.
36. **Attendance Documentation.** PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each child admitted to PROVIDER's VPK Program class(es) in accordance with rules of the Division. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.

37. **Parent Attendance Certification.** PROVIDER agrees to require that the parent of each child in the VPK Program verify, each month, the child's attendance on the prior month's certified child attendance, in accordance with the requirements of s. 1002.71(6)(b)2., F.S. PROVIDER agrees to maintain the Child Attendance and Parental Choice Certificates (Forms OEL-VPK 03L or OEL-VPK 03S) adopted in Rule 6M-8.305 F.A.C., which have been signed each month by a parent for each child admitted into PROVIDER's VPK Program class(es).
38. **Direct Deposit.** PROVIDER agrees to provide information necessary to facilitate direct deposit in order to receive VPK reimbursement for services rendered. PROVIDER agrees to provide alternative reimbursement arrangements if PROVIDER chooses to opt out of direct deposit, however, the reimbursement may be delayed up to twenty-one (21) calendar days should PROVIDER choose to opt out.
39. **Payment Rate.** PROVIDER understands that payments for each child may not exceed the amount of funding for one (1) full-time equivalent (FTE) student-as established by the Florida Legislature, except for extreme hardship reenrollment circumstances described in Rule 6M-8.210, F.A.C. The amount of funding for one (1) FTE student is calculated by multiplying the base student allocation provided in the General Appropriations Act by the county's district cost differential. The formula for FTE calculation is subject to revision by the Legislature during the course of the program year. In the event that a change of ownership or transfer of a VPK Program has occurred and payment, including advance payment, has been made, the succeeding VPK provider must not receive funding; that, combined with the funds already dispersed to the preceding VPK provider(s), would exceed the funding for one (1) full-time (FTE) for each child enrolled.
40. **Differential Payment.** PROVIDER understands that, subject to appropriation by the Legislature, PROVIDER may receive a differential payment based on the PROVIDER's performance designation in accordance with s. 1002.68(4)(e), F.S.
41. **Advance Payment Option.** PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Division of Early Learning. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of children enrolled in PROVIDER's VPK Program class(es) by checking the appropriate box for each program:

School-Year Program

☐ PROVIDER elects to receive monthly advance payments for the school-year program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Division.

☐ PROVIDER elects **not** to receive monthly advance payments for the school-year program.

or

☐ PROVIDER does not intend to offer the school-year program.

Summer Program

☐ PROVIDER elects to receive monthly advance payments for the summer program and understands that advance payments will be reconciled and adjusted in accordance with the rules of the Division.

☐ PROVIDER elects **not** to receive monthly advance payments for the summer program.

or

☐ PROVIDER does **not** intend to offer the summer program.

42. **Final Payment.** PROVIDER understands that COALITION will not issue a final payment to PROVIDER for the VPK Program year until PROVIDER certifies the annual cumulative attendance of each child enrolled in PROVIDER's VPK Program in accordance with the rules of the Division.
43. **Overpayment.** PROVIDER agrees that, if the end-of-year reconciliation of payments reveals that PROVIDER received payments in excess of the amount owed to PROVIDER, COALITION will offset the overpayment against the final payment owed to PROVIDER for the program year and any future payments issued to PROVIDER for early learning programs. If PROVIDER ceases to offer early learning programs before the overpayment is fully offset, PROVIDER agrees to return the funds it was overpaid. If PROVIDER fails to return the funds it was overpaid, PROVIDER will be subject to collection efforts.
44. **Attendance Documentation Submission.** PROVIDER agrees to submit monthly attendance certification, in accordance with Rule 6M-8.305, F.A.C., for payment. PROVIDER agrees to submit all required attendance records to COALITION on or before the 3rd 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 payment cycle.
45. **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.
46. **Closures.** PROVIDER agrees that compensation for temporary closures will be handled in accordance with Rule 6M-8.204(5), F.A.C.
47. **Disallowed Costs.** PROVIDER understands that expenditures submitted for reimbursement will be disallowed if PROVIDER does not adhere to the provisions governing the VPK Program as described in paragraph 5. 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 VPK 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 will be subject to collection efforts and fraud restitution.

48. **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))
49. **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. PROVISIONS FOR PROVIDER ACCOUNTABILITY

50. **Performance Metric.** PROVIDER understands that, it is required to adhere to the accountability measures set forth in s. 1002.68, F.S. PROVIDER acknowledges that the calculation of the performance metric will include composite program assessment scores, learning gains, and norm-referenced developmental learning outcomes resulting from the coordinated screening and progress monitoring program.
51. **Provider on Probation.** PROVIDER understands that it is required to adhere to the probation requirements set forth in s. 1002.68, F.S.

IX. FINANCIAL CONSEQUENCES

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

X. NONDISCRIMINATION

53. **Discrimination Prohibited.** PROVIDER agrees to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d, regardless of whether PROVIDER receives federal financial assistance. PROVIDER agrees not to discriminate against a parent or child, including the refusal to admit a child for enrollment in the VPK Program, in violation of the antidiscrimination requirements.

XI. TERMINATION AND NONCOMPLIANCE

54. **Noncompliance Determination and Corrective Action Notice.** If COALITION determines PROVIDER has failed to comply with the provisions governing the VPK 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: (i) identify the specific requirement(s) that PROVIDER failed to meet; (ii) describe how PROVIDER failed to meet each requirement; (iii) provide a detailed description of any required corrective action, (iv) set a deadline for completion of the corrective action; and (v) state that PROVIDER may request a review of the determination as described in paragraph 61. Upon determining that PROVIDER has completed the corrective action, COALITION must notify PROVIDER in writing. If PROVIDER has not satisfactorily implemented its corrective actions by the end of this Contract, PROVIDER will still be held accountable for implementing the remainder of the corrective actions if PROVIDER

remains eligible to deliver the VPK Program and executes a new contract with COALITION.

55. 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; or cited for a Class I violation by the Department of Children and Families or local licensing agency as applicable; (b) the material failure to comply with one or more of the terms of this Contract, including failure to verify all new hires work authorization status using E-Verify system as described in paragraph 7, and failure to implement corrective action; (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 60.

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 61. Notwithstanding PROVIDER's refusal of delivery of the notice, this Contract will be terminated on the date identified in the notice. COALITION must document any refusal of delivery.

56. Emergency Termination. COALITION must immediately terminate this Contract on an emergency basis upon a notification by the Department of Children and Families (DCF) or local licensing agency or accreditation body of actions or inactions of PROVIDER that 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 emergency termination. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 61.

57. Revocation of Eligibility.

a. In accordance with sections 1002.55(6), 1002.61(10), or 1002.63(9), F.S., if PROVIDER's Contract is terminated under paragraphs 55 or 56, COALITION may revoke PROVIDER's eligibility to deliver the VPK Program and SCHOOL DISTRICT may revoke a public school's eligibility to deliver the VPK Program. When revoking PROVIDER'S eligibility, COALITION or SCHOOL DISTRICT must adhere to requirements provided in Rule 6M-8.702, F.A.C. COALITION or SCHOOL DISTRICT 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. For multi-site providers, such as corporate chains or school districts, VPK Program ineligibility is per site and may not apply to all locations unless specifically determined otherwise by COALITION.

b. PROVIDER agrees that in the event that this Contract is terminated under the provisions of paragraphs 55 or 56, and PROVIDER's eligibility is not revoked under paragraph 57 part a., the parties may not enter into another contract for VPK services for the remainder of the contract term of this Contract.

- 58. 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 at least thirty (30) calendar days before the termination date in order for COALITION to make alternative arrangements for uninterrupted services 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. If PROVIDER unilaterally terminates this Contract during the pendency of an inquiry due to suspected noncompliance with part V or part VI of Chapter 1002, of the Florida Statutes or Chapter 6M-8, F.A.C., COALITION may revoke PROVIDER'S eligibility in accordance with Rule 6M-8.702, F.A.C., if the noncompliance is upheld by the early learning coalition review hearing committee for a period of at least two (2) years but no more than five (5) years.
- 59. 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 must 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 must be paid for the documented VPK hours completed prior to termination of this Contract.
- 60. Fraud.**
- a. Suspension or Termination for Suspected Fraud.** In accordance with s. 1002.91(4), F.S., COALITION may suspend or terminate PROVIDER from participation in the VPK 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 61. This review shall be limited to a determination of whether COALITION has reasonable belief that fraud occurred. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Division, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.
 - b. 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., 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 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.
 - c. 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.
- 61. Due Process Procedures.** PROVIDER may request a review of determinations made by COALITION under this Contract. Reviews will be conducted in accordance with Exhibit 2, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.73(1), PROVIDER may not offer any

VPK Program services while a request for a review regarding termination of PROVIDER's VPK Provider Contract is being examined.

- 62. 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 XI of this Contract, then in lieu of re-executing a new contract for the remaining locations, COALITION may modify Exhibit 1 to indicate which locations previously part of this Contract have been removed. This information must be provided in the Provider Portal. This Contract will remain in force and effect as to all locations in Exhibit 1 that are not modified.
- 63. 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 that is brought by COALITION or PROVIDER will be brought in a county within COALITION's geographical service area.

XII. NOTIFICATION

- 64. Information Change Notification.** PROVIDER agrees that it will comply with each of the following notification requirements:
- a. Provide notice to COALITION of class transfers of children at the same provider location within fourteen (14) calendar days;
 - b. Provide notice to COALITION of changes to information provided on Forms OEL-VPK 10, OEL-VPK 11A, and OEL-VPK 11B within fourteen (14) calendar days after the information changes, in accordance with Rule 6M-8.300, F.A.C.;
 - c. Provide notice of temporary closure in accordance with the requirements of Rule 6M-8.204, F.A.C.;
 - d. Provide notice and documentation specifying reasons for dismissal of children within fourteen (14) calendar days.
 - e. Providing notice to COALITION of a request for an additional program assessment in accordance with Rule 6M-8.621, F.A.C. PROVIDER acknowledges additional assessments are at PROVIDER's expense. The cost of the additional program assessment charged by COALITION is: _____.
- 65. Child Care Resource & Referral (CCR&R) Participation.** PROVIDER agrees to provide program and business information annually for inclusion in the Child Care Resource and Referral (CCR&R) Network and is responsible for ensuring that COALITION has up-to-date business and contact (including emergency contact) information. This information must be provided in the Provider Portal.
- 66. 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 will 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 a named party or defendant that relates to PROVIDER's operation of VPK

services.

67. Notification of Disqualification or Public Assistance Fraud.

a. PROVIDER must notify COALITION within five (5) calendar days if 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 must 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.

XIII. INDEMNIFICATION

68. Indemnification. PROVIDER will be fully liable for and indemnify, defend, and hold harmless COALITION, Division, 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 or a subdivision thereof, as defined in s. 768.28(2), this paragraph is limited to the extent permitted by s. 768.28, F.S.

XIV. SEVERABILITY

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

XV. AMENDMENTS

70. Only Authorized Amendments. Only authorized attachments, amendments, or supplements to this Contract are authorized or permitted including those specifically incorporated by reference in this form, such as Exhibit 1, Provider Location List; Exhibit 2, Due Process Procedures; Form DEL-VPK 20A, Amendment to Statewide Voluntary Prekindergarten Provider Contract; and Form DEL-VPK 20PP or Form DEL-VPK 20PS, as described in paragraph 7.

XVI. EXECUTION OF CONTRACT

In accordance with ss. 1002.55(3)(i), 1002.61(3)(b), and 1002.63(3)(b), 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 VPK Program, which include the requirements of this Contract, and all Exhibits and authorized attachments, will result in corrective action, withholding of funds, or termination of this Contract at the discretion of COALITION, in accordance with Section XI.

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.

**Signature of President/Vice President/
Secretary/Officer/Owner/Principal/Other
Authorized Representative**

☐ By Electronic Signature

Print Name

Title

Date

**Provider's Additional Signatory (If required by
the Provider)**

☐ By Electronic Signature

Print Name

Title

Date

**Provider's Additional Signatory (If required by
the Provider)**

☐ By Electronic Signature

Print Name

Title

Date

COALITION has caused this Contract to be executed as of the date set forth in Paragraph 1.

**Signature of Authorized Coalition
Representative**

☐ By Electronic Signature

Print Name

Title

Date

** Electronic signature: By providing this electronic signature, I attest that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I confirm that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*



**STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
FORM DEL-VPK 20**

Exhibit 1: Provider Location List

Provider Legal Name: _____
(doing business as) _____

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 VPK providers or if PROVIDER is executing a single Contract on behalf of multiple private VPK sites within COALITION’s service area, PROVIDER must complete a Provider Location List in a table format with the following rows:

- Location Number (optional)
- Location Legal Name
- Doing Business As Name (if applicable)
- Physical Address
- Employer Identification Number (EIN)
- School Year (Y/N)
- Summer (Y/N)
- Official Use Only (for coalition use)
- Composite Program Assessment Score

Exhibit 2: Due Process Procedures

Provider Legal Name: _____

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 Voluntary Prekindergarten 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 (s. 268.011, F.S.) and is subject to public notice. During a review hearing, the provider will have a reasonable opportunity to address coalition staff or sub-contractor staff regarding the coalition's action and to present supporting evidence before a Review Hearing Committee. The 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 (3) but no more than five (5) members of the Coalition Board. The Chair of the coalition's board shall appoint the Review Hearing Committee and shall name the chair of the committee. At least one of the members must be a mandatory member as set forth in section 1002.83(4) and at least one other member shall be one of the provider representative members. If all attempts have been made by the coalition to schedule among the selected Review Hearing Committee members potential dates for the hearing and neither provider representative from the coalition board is available, then the

requirement for a provider representative will be waived for this hearing and the minutes of the Review Hearing Committee will document that the coalition made every attempt to have a provider representative member included but was unable to do so for this hearing.

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 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 must 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 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 Committee Decision. Following completion of the presentation by the provider and the coalition, the Review Hearing Committee will vote regarding each of the provider's claims. The decision of the Review Hearing Committee is final. In its deliberations, the Review Hearing Committee must determine:

- i.** If the determination made by the coalition was correct, in whole or in part, or incorrect.
- ii.** If no part of the determination made by the coalition was correct, then the provider is not required to take further action.

iii. If any part of the determination made by the coalition is correct, the Committee must identify the portion(s) determined to be correct and, as applicable, decide:

- 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); or
- B. If the provider's eligibility to offer the Voluntary Prekindergarten Education Program will be terminated, the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee must ensure a written notice of the review hearing conclusion is prepared. 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. The dates for either corrective action to be completed, or termination of eligibility to offer the Voluntary Prekindergarten Education Program must be included in the notice. The Chair of the Review Hearing Committee must approve the notice and ensure it is made public within ten (10) business days of the conclusion of the review hearing.



STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
PRIVATE PROVIDER ATTACHMENT FORM DEL-VPK 20PP

I. PARTIES AND TERMS OF CONTRACT ATTACHMENT

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the _____ day of _____, 20_____, by and between the Early Learning Coalition of _____ (herein referred to as “COALITION”), and _____ (herein referred to as “PROVIDER”), (doing business as, if applicable) _____ with its principal offices located at _____.
2. **Provider Type.** This attachment is designed for use by private providers. PROVIDER must check the box to indicate PROVIDER type:
- ☐ A child care facility licensed under s. 402.305, F.S.
- ☐ A family day care home licensed under s. 402.313, F.S.
- ☐ A large family child care home licensed under s. 402.3131, F.S.
- ☐ A nonpublic school exempt from licensure under s. 402.3025(2), F.S., that also either holds a current Gold Seal Quality Care designation under s. 1002.945, F.S., or accredited by an accrediting association under s. 1002.55(3)(b)1., F.S.
- ☐ A faith-based child care provider exempt from licensure under s. 402.316, F.S., that also either holds a current Gold Seal Quality Care designation under s. 1002.945, F.S., or accredited by an accrediting association under s. 1002.55(3)(b)1., F.S.
- ☐ A child development program operated and certified by the Department of Defense that is accredited by a national accrediting body and operates on a military installation.

II. PRIVATE PROVIDER REQUIREMENTS

3. **Additional Provisions.** PROVIDER understands that the following provisions of this Attachment are required in addition to those in the Contract to fulfill its obligation to offer the VPK Program, and that COALITION will monitor PROVIDER to ensure the conditions of offering the VPK Program are met. Failure on the part of PROVIDER to comply with these provisions may result in the termination of this Contract by COALITION and PROVIDER’s ineligibility to offer the VPK Program for a period of at least two (2) years but no more than five (5) years.
4. **VPK Director.** At each VPK site, PROVIDER agrees that it has a prekindergarten director meeting the requirements in s. 1002.57, F.S., who has one of the following credentials and is present at the VPK site for the majority of hours in which VPK instructional hours are delivered:

- a. A VPK director credential approved by the Department of Education under s. 1002.57, F.S., if the child care facility director credential is issued after December 31, 2006.
 - b. A non-public provider administrator or school administrator who holds a valid certificate in educational leadership issued by the department satisfies the requirement for a prekindergarten director credential under s. 1002.57, F.S.
5. **Coalition Access.** PROVIDER must permit COALITION, COALITION's representative or agent, or the Division of Early Learning, at any reasonable time, to enter PROVIDER's VPK program site(s) to verify PROVIDER's compliance with the requirements of the VPK Program. This paragraph does not convey authority to COALITION, COALITION's representative or agent, or the Division of Early Learning to enforce licensing requirements established by the DCF, accreditation requirements established by PROVIDER's accrediting organization, or impose any requirement beyond the requirements of statute, rule, and this Contract, as applicable.

III. INSURANCE REQUIREMENTS

6. **Liability Insurance.** If PROVIDER is not a state agency or a subdivision thereof, it certifies to maintain general liability insurance and provide COALITION with written evidence of the coverage, including coverage for transportation of children if VPK children are transported by PROVIDER. The insurance policy must provide for a minimum of \$100,000 of general liability insurance coverage per occurrence and a minimum of \$300,000 general aggregate coverage, unless the Department of Education has authorized a lower limit per s. 1002.55(3)(j), F.S. PROVIDER must name COALITION as a certificate holder and as an additional insured.
7. **Notification of liability coverage changes.** PROVIDER agrees that it will provide advanced notice to COALITION 10 calendar days prior to cancellation or changes to general liability coverage required in this Contract in accordance with s. 1002.55(3)(j), F.S. The general liability insurance must remain in full force and effect for the entire period PROVIDER is contracted with COALITION.
8. **Workers' Compensation and Reemployment Compensation Assistance.** In accordance with s. 1002.55(3)(k), 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.
9. **State Agencies and Subdivisions.** In accordance with section 1002.55(3)(l), F.S., 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. For a child development program that is accredited by a national accrediting body and operates on a military installation that is certified by the United States Department of Defense, PROVIDER may demonstrate liability coverage by affirming that it is subject to the Federal Tort Claims Act, 28 U.S.C. ss. 2671 et seq.