



**STATE OF FLORIDA  
VOLUNTARY PREKINDERGARTEN  
EDUCATION PROGRAM  
ADDENDUM TO THE STATEWIDE  
PROVIDER AGREEMENT**

**I. PARTIES AND TERMS OF ADDENDUM**

**1. THIS ADDENDUM** to the Statewide Provider Agreement for the Voluntary Prekindergarten Education (VPK) Program is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Early Learning Coalition of \_\_\_\_\_, with its principal offices located at \_\_\_\_\_ (hereinafter referred to as "COALITION") and \_\_\_\_\_, with its principal offices located at \_\_\_\_\_ (hereinafter referred to as "PROVIDER"). If PROVIDER is a school district executing a single Addendum on behalf of multiple public school VPK providers, a list of the public school VPK providers and their physical addresses are included in Attachment A. If PROVIDER is the owner of multiple providers or multiple sites executing a single Addendum on behalf of multiple VPK providers or multiple sites, a list of the VPK providers or VPK sites and their physical addresses are included in Attachment A.

**2.** This is an Addendum to the Statewide Provider Agreement and supplements the terms of the Agreement executed by COALITION and PROVIDER on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This Addendum authorizes PROVIDER, and PROVIDER agrees, to perform the following duties for the period of time which that Agreement is effective, in accordance with rule 6M-8.201(5), Florida Administrative Code (F.A.C.):

- a. determining preliminary eligibility of a student for the VPK program;
- b. accepting a Student Application, Form OEL-VPK 01, (Voluntary Prekindergarten Student Application) dated August 2012, and supporting documentation from a student's parent as required by rule 6M-8.201, F.A.C.; and
- c. providing a student's parent with a copy of the Voluntary Prekindergarten Parent Guide, which is incorporated by reference for use in the VPK Program in rule 6M-8.2011, F.A.C.

**II. PROVIDER ELIGIBILITY**

**3.** PROVIDER certifies that, if it is licensed by the Department of Children and Family Services (DCF) or a local licensing agency, the provider's license status, as recorded in DCF's Child Care Information System, is **not** "Revocation Action Pending," "Suspension Action Pending/Suspended," or "Closed."

**4.** PROVIDER certifies that, if it is not licensed by the Department of Children and Family Services or a local licensing agency, but is accredited as described in section 1002.55(3)b., Florida Statutes, the provider's accreditation status has **not** expired or been rescinded.

**5.** PROVIDER certifies that it has delivered the VPK program for at least the most recent two program years and that PROVIDER received a kindergarten readiness rate during the previous program year for each program type (school-year or summer) offered by PROVIDER which meets the minimum kindergarten readiness rate established pursuant to section 1002.69, Florida Statutes.

**6.** PROVIDER certifies that, for each of the previous 24 months during which PROVIDER participated in the VPK program, PROVIDER submitted accurate and timely monthly attendance rosters for the VPK program as required by rule 6M-8.201(5)(a)4., F.A.C., and complied with the terms of the Statewide Provider Agreement. If COALITION has requested repayment of an overpayment within the previous 24 months, PROVIDER certifies that it repaid the overpayment by the required repayment date.

7. PROVIDER and COALITION certify that PROVIDER's prekindergarten director or designee attended a training session conducted by COALITION on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which provided instruction regarding the required procedures for determining a child's preliminary eligibility for the VPK program, accepting a Student Application and supporting documentation on behalf of COALITION, and providing the parent with a copy of the VPK Parent Guide.

### III. VPK STUDENT PRELIMINARY ELIGIBILITY DETERMINATION

8. PROVIDER agrees that it shall **not** attempt to determine the preliminary eligibility of a student whose parent:

- a. is attempting to reenroll in the VPK Program using a Form OEL-VPK 05,
- b. indicates in Part A of the Student Application that his/her student has previously participated in the VPK Program,
- c. is attempting to enroll the student in a class which has already begun, or
- d. is attempting to enroll the student in the Specialized Instructional Services Provider program type.

PROVIDER also agrees to direct the parents of such students to the COALITION for assistance.

9. PROVIDER agrees that it may only register a student for the VPK program, accept a Student Application and supporting documentation from a student's parent, and provide the parent with a copy of the VPK Parent Guide if PROVIDER intends to enroll the student in PROVIDER's VPK program. However, PROVIDER may not deliver VPK instruction to a child until PROVIDER has received the final eligibility confirmation from COALITION.

10. PROVIDER agrees to review a Student Application to confirm that the Student Application is complete, signed by the student's parent, and submitted with the required supporting documentation, in order to determine preliminary eligibility of a student to participate in the VPK program. PROVIDER agrees to notify parents of incomplete applications and documentation and to assist parents in submitting a complete Student Application. PROVIDER agrees to reflect its determination of a child's preliminary eligibility by completing Part B of the Student Application within five working days after a student's parent submits the Student Application.

11. If PROVIDER determines that a student is preliminarily eligible for the VPK program, PROVIDER agrees to submit a copy of the Student Application and supporting documentation to COALITION within five working days after a student's parent registers the student, and, using the blank spaces in Part B on the Student Application, notify the COALITION of PROVIDER'S intent to enroll the student.

12. If PROVIDER determines that a student is preliminarily not eligible, PROVIDER agrees to return the Student Application and supporting documentation to the student's parent, keeping a copy for its records, within five working days after a student's parent registers the student, and, using the blank spaces in Part B on the Student Application, notify the parent of the student's ineligibility. PROVIDER agrees to inform parents that the PROVIDER'S determination of preliminary eligibility is not the final determination of COALITION and to refer parents to COALITION.

13. PROVIDER understands that COALITION will notify PROVIDER within 30 days regarding whether a child is eligible to be enrolled in one of PROVIDER's VPK classes, and agrees not to deliver instruction to a child registered in a VPK class or report the child for funding purposes until such notification is received. Notwithstanding the requirements of the VPK Statewide Provider Agreement, PROVIDER may deliver instruction to a student who is registered through the alternative application process without a Certificate of Eligibility, after receiving written notification of student eligibility from COALITION indicating the student is eligible to receive services.

14. PROVIDER agrees that it is accepting all risk associated with determining preliminary eligibility of a student (including, but not limited to, all costs of providing services). If PROVIDER delivers instruction to a student prior to receiving final eligibility confirmation from COALITION that the student is eligible for the VPK program, PROVIDER will not receive compensation for services rendered to that student.

### IV. COMPENSATION

15. PROVIDER acknowledges that its performance of these duties on behalf of COALITION provides greater convenience for the parents/guardians of students that PROVIDER enrolls in its VPK program and is therefore a valuable privilege and consideration for PROVIDER.

16. PROVIDER agrees to perform preliminary eligibility determinations of VPK students and perform these duties without compensation, beyond the valuable privilege and consideration of convenience for PROVIDER's clients.

**V. TERMINATION**

17. PROVIDER understands that COALITION may remove PROVIDER from performing VPK student preliminary eligibility determinations and terminate this Addendum at any time, with or without prior notice, if PROVIDER does not continue to meet the eligibility requirements to do so, or comply with the student registration procedures in, Rule 6M-8.201, F.A.C. Additionally, PROVIDER understands that COALITION may elect to end COALITION'S participation in the alternative application process in Rule 6M-8.201(5), F.A.C., at any time it determines that doing so is necessary in order to ensure the effective administration of the program. Termination of this Addendum or COALITION'S participation in the alternative application process shall be sent to PROVIDER in writing. Termination of this Addendum does not terminate the Statewide Provider Agreement. Termination of the Statewide Provider Agreement automatically terminates this Addendum.

18. In the event PROVIDER has executed this Addendum on behalf of multiple VPK providers or VPK sites, and fails to ensure compliance with all qualifications and requirements for determining preliminary eligibility of VPK students at one or more locations listed in Attachment A, COALITION may demonstrate termination of this Addendum with respect to that location by striking through the location after following the termination process above. This Addendum will remain in force and effect as to all locations in Attachment A which are not stricken.

**VI. EXECUTION OF ADDENDUM**

COALITION and PROVIDER have caused this Addendum to be executed as of the date set forth in Paragraph 1.

<input type="checkbox"/> By Electronic Signature	<input type="checkbox"/> By Electronic Signature
_____ Signature of Authorized Coalition Representative	_____ Signature of Authorized Provider Representative
_____ Date	_____ Date
_____ Print Name and Title	_____ Print Name and Title