



**STATE OF FLORIDA
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM SPECIALIZED
INSTRUCTIONAL SERVICES PROVIDER AGREEMENT**

By executing this document, the Specialized Instructional Services (SIS) Provider identified on this form agrees to the following terms and conditions:

I. GENERAL

1. This document serves as an agreement between the Early Learning Coalition of _____ (COALITION) and _____ (hereinafter referred to as the "SIS Provider"), with its principal office located at _____ to offer Voluntary Prekindergarten Program specialized instructionalservices under 6M-8.500, F.A.C.

2. This Agreement applies to the 20____–20____ VPK SIS program year. For a student using the VPK school-year full-time equivalent (FTE) allocation, the VPK SIS program begins no earlier than 14 calendar days before Labor Day of 20____ and ends on June 30th. For a student using the VPK summer FTE allocation, the VPK SIS program begins no earlier than May 1st of 20____ and ends 15 calendar days before Labor Day of the year the child is eligible for kindergarten. Additionally the SIS Provider may only deliver services to VPK SIS Program students after this Agreement is signed by both parties, and during the periods above based on the student's enrollment in either school-year or summer VPK SIS.

3. This Agreement binds the successors, assigns, and legal representatives of the SIS Provider and of any legal entity that succeeds to the obligations of the State of Florida, the Office of Early Learning, or COALITION. If the ownership or corporate structure of the SIS Provider changes, the SIS Provider must notify COALITION 14 calendar days before the change so that COALITION may obtain the appropriate forms and information.

II. INVOICING AND PAYMENT

4. The SIS Provider understands that a student enrolled in this program may only be funded up to the amount allowed for a FTE student in accordance with section 1002.71, Florida Statutes. The SIS Provider also understands that a student may be receiving services from multiple SIS Providers or may have a good cause reenrollment from a school-year or summer VPK program type, and that the total combined payment to those SIS providers may not exceed one FTE allocation. If the total value of services provided in accordance with the schedule established on Form OEL-VPK 02S, Part B, exceeds the student's FTE funding amount, the SIS Provider may attempt to collect any excess amount directly from the student's parent.

5. The SIS Provider must maintain the Florida Department of Education's approval under rule 6A-6.03033, F.A.C., to receive reimbursement for provision of services to students enrolled in this Program.

6. The SIS Provider agrees that services rendered to students enrolled in this Program must be offered in accordance with a student's individual education plan (IEP) created by a local school board.

7. The SIS Provider understands that COALITION will only reimburse the SIS Provider under this agreement for services actually rendered to SIS Program students in accordance with COALITION schedules

established on Form OEL-VPK 02S, Part B. COALITION will not reimburse the SIS Provider for missed appointments, late fees or interest. Prior to assessing a parent any fees related to SIS services, the SIS Provider must give the parent a copy of its billing policy in writing and maintain a copy of the billing policy which has been signed and dated by the parent.

8. The SIS Provider agrees to require that the parent of each student in the VPK program verify for each service rendered, the student's attendance by initialing and providing the date each time the student receives the service on the Form OEL-VPK 02S, Part B, in accordance with the requirements of section 1002.71(6)(b)2., Florida Statutes. The SIS Provider agrees to maintain a copy of the Form OEL-VPK 02S, Part B, which has been initialed by a parent for each student admitted into the SIS Provider's VPK program in accordance with the rules of the Office of Early Learning.

9. The SIS Provider understands that it shall not invoice COALITION for services rendered which are paid or reimbursed through other funding sources.

10. The SIS Provider agrees that it must submit this signed document prior to rendering VPK Specialized Instructional Services to any SIS Program student. The SIS Provider understands that it will not receive reimbursement for services rendered to a student if the SIS Provider does not provide this signed document to COALITION prior to serving student and if SIS Provider is not in receipt of COALITION-signed document prior to service provision.

11. The SIS Provider agrees that it must submit the Form OEL-VPK 02S, Part B, as an invoice for reimbursement to the COALITION within 30 calendar days after services are rendered. The Form OEL-VPK 02S, Part B, must be initialed and dated by the student's parent verifying the provision of services.

12. The SIS Provider agrees not to charge more for services rendered to students participating in this Program than similar services rendered to children who are not participating in this Program. COALITION may withhold reimbursement for services rendered if SIS Provider charges more for services to students participating in this Program than similar services rendered to children who are not participating in this Program.

13. The SIS Provider understands that payment will be reimbursed in the calendar month following the month for which an invoice for reimbursement is received by COALITION.

14. The SIS Provider may contact COALITION to be informed of the remaining funding available for any SIS Program student.

III. NONDISCRIMINATION AND PARENT PAYMENT

15. The SIS Provider agrees that, in accordance with section 1002.53(6)(c), Florida Statutes, and associated federal and state laws, the SIS Provider may not discriminate against any parent or child, including the refusal to admit a child to a VPK program, on the basis of race, color or national origin.

16. The SIS Provider agrees that the SIS Provider may not require payment of a fee or charge for services provided for a student in the VPK program during the scheduled appointment times reported for funding, if it has been reimbursed by COALITION. The SIS Provider may not require a fee or payment as a condition of enrollment or participation in the VPK program.

17. The SIS Provider agrees that the SIS Provider may not require a student to enroll for, or require the payment of any fee or charge for, supplemental services as a condition of admitting the student in the VPK program.

IV. MAINTENANCE OF RECORDS, DATA AND CONFIDENTIALITY

18. PROVIDER agrees to protect the confidentiality of child and family information. Information associated with the VPK Program shall 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 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. 1002.72, F.S.

19. PROVIDER agrees to maintain records, including enrollment and attendance records for children funded by the VPK Program; records of each VPK student, 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 the PROVIDER does so, then the PROVIDER shall back up records on a regular basis to safeguard against loss.

20. 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 19, 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 shall transfer all VPK records required to be maintained under Paragraph 19 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.

V. COMPLIANCE VERIFICATION

21. The SIS Provider must permit COALITION, COALITION's representative or agent, or the Office of Early Learning, during normal business hours, to enter the SIS Provider's program site(s) to verify the SIS 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 Office of Early Learning to enforce licensing requirements established by the Florida Department of Children and Family Services, accreditation requirements established by the SIS Provider or accrediting organization, or impose any requirement beyond the requirements of statute, rule and this Agreement.

VI. TERMINATION AND NONCOMPLIANCE

22. The SIS Provider and COALITION may mutually agree to terminate this Agreement or the SIS Provider may unilaterally terminate this Agreement for any reason if the SIS Provider has notified COALITION at least 14 calendar days before the SIS Provider terminates this Agreement so that COALITION can make arrangements for uninterrupted services for students admitted in the SIS Provider program type. The SIS Provider must, at least seven (7) calendar days prior to ceasing SIS Provider program type services, notify the parent of each student of the date on which the SIS Provider will cease to offer such services.

23. Any obligation for payment under this Agreement is contingent upon an appropriation by the Florida Legislature. If funds required to finance this Agreement are unavailable, COALITION shall terminate this Agreement after providing written notice, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 24 hours before termination of this Agreement. In the event of termination of this Agreement under this paragraph, the SIS Provider shall be paid in accordance with rule 6M-8.204, F.A.C., for the specialized instructional services completed prior to termination of the Agreement.

24. The SIS Provider agrees that COALITION may require corrective action, withhold funds or terminate this Agreement if PROVIDER fails to comply with the requirements of section 1002.66, F.S., rule 6M-8.500, F.A.C., any statute, or rule specified in this Agreement or which expressly addresses the SIS Provider program type, or any term of this Agreement.

25. COALITION must notify the SIS Provider in writing, of the failure to comply with the requirements of statute, rule or this Agreement prior to requiring corrective action. The notice shall state the manner in which the SIS Provider failed to comply with statute, rule or this Agreement, and state a date by which the corrective action must be completed. COALITION may temporarily withhold funds until the SIS Provider completes the corrective action. If the SIS Provider fails to complete the corrective action, COALITION may permanently withhold funds for the period the SIS Provider was not in compliance after notifying the SIS Provider in writing, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 14 calendar days before the funds are permanently withheld. Actions taken under this paragraph are subject to dispute resolution as described in this Agreement.

26. COALITION may terminate this Agreement if the SIS Provider fails to comply with statute, rule, this Agreement, or corrective action required under this Agreement or if the actions of the SIS Provider substantially impair the provision of VPK instruction. COALITION shall notify the SIS Provider in writing, delivered in person with proof of delivery or by certified mail with return receipt requested, at least 14 calendar days before terminating this Agreement under this paragraph. The SIS Provider shall be entitled to request dispute resolution, as described in this Agreement, regarding notice of termination, during the time period following receipt of notice and prior to termination of this Agreement. Engaging in the dispute resolution process tolls the termination of this Agreement under this paragraph.

27. Notwithstanding any other provision of this Agreement, COALITION may immediately terminate this Agreement upon revocation/termination of the SIS Provider's licensure or certification or failure to retain SIS Provider status under rule 6A-6.03033, F.A.C. COALITION may also immediately terminate this Agreement upon a determination by the Florida Department of Children and Family Services that the health and safety of students admitted to the SIS Provider's VPK Program is currently in jeopardy, including, but not limited to, a finding that personnel do not have current level 2 background screenings.

VII. DISPUTE RESOLUTION

28. Due Process Procedures. PROVIDER may request a review of determinations made by COALITION under this Agreement. Reviews will be conducted in accordance with Exhibit 1, Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.75(1), PROVIDER may not offer any VPK Program services while a request for a review regarding termination of PROVIDER's VPK Statewide Agreement is being examined.

VIII. SEVERABILITY

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

IX. AMENDMENTS

30. An amendment, attachment or exhibit may not be made a part of this Agreement.

X. EXECUTION OF AGREEMENT

The SIS Provider and COALITION have caused this Agreement to be executed:

By Electronic Signature

By Electronic Signature

Signature of Authorized Coalition Representative

Signature of Authorized SIS Provider Representative

Date

Date

Print Name and Title

Print Name and Title

Exhibit 1: Due Process Procedures

Provider 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 Voluntary Prekindergarten Education Program Specialized Instructional Services Provider Agreement, 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 three members of the Coalition Board including:
 - i. The member seated as a representative of private for-profit child care providers, including private for-profit family day care homes;
 - ii. The member seated as a representative of faith-based child care providers; and

- iii. The member seated as a Department of Children and Family Services circuit administrator or his or her designee who is authorized to make decisions on behalf of the department.

If there is no person holding the identified seat, or a member of the review committee has an appeal before the board, or any member above cannot attend a date set for a review hearing, then the Coalition Chairman may appoint a private sector business member of the Coalition Board to fill the position for the scheduled Review 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 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 eligibility to offer the Voluntary Prekindergarten Education Program will be terminated, the date of termination.