FLORIDA STATEWIDE VOLUNTARY PREKINDERGARTEN PROVIDER CONTRACT

ELCFH Abridged Edition

I. PARTIES AND TERMS OF CONTRACT

1. **Parties**. This is an agreement between you and ELCFH.

2. **Purpose**. This explains what you can expect from ELCFH, and what is expected from you.

3. **Term**. Our fiscal year runs July 1 to June 30.
   - A school-year VPK program must be at least 540 instructional hours
   - A summer VPK program must be at least 300 instructional hours.
   - This contract expires upon completion of the VPK instructional hours & requirements outlined.
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   - In the event of ownership change before all instructional hours are completed, the new owner may schedule only the remaining hours of the established VPK classes.

4. **Payment Limitations**. Both of us must electronically sign the VPK contract within the Portal, before VPK children can be enrolled. We cannot backdate a contract.

5. **Applicable Law**. We both have to adapt if they change the rules:
   - Part V Chapter 1002, Florida Statutes (F.S.)
   - Chapter 6M-8, Florida Administrative Code (F.A.C.)
   - Rule 6A-6.03033, F.A.C.

6. **Not Transferrable**. A change in ownership requires a new contract. If you plan to sell, let us know at least 30 calendar days before the transfer of ownership.

II. PROVIDER ELIGIBILITY

7. **General Eligibility**.

a. Provider types eligible to deliver the VPK Program:
   - Public school
     - A charter school that includes a VPK Program in its charter must have the approval and oversight of the school district.
   - Private provider including
     - licensed child care facility
     - licensed family day care home or large family child care home
     - nonpublic school exempt from licensure
     - faith-based child care provider exempt from licensure
     - child development program nationally accredited and certified by US Dept. of Defense to operate on a military installation
     - A charter school that does not include the VPK Program in its charter must meet the requirements to be a private provider.

b. A provider who has committed fraud is not eligible.

c. A provider who is on the USDA National Disqualified List is not eligible.

d. If you have an incomplete corrective action plan (CAP), you agree to complete it this year.

e. You must register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Do not employ, contract, or subcontract with an unauthorized alien. If you do, the contract may be terminated.

f. You must meet the minimum composite program assessment score. [CLASS – 4.00]

8. **Required Forms**. You certify that any information supplied on the VPK application [*in Portal*] is accurate and complete, and agree to notify ELCFH of any change in the application information. Changes implemented before notifying ELCFH, that do not comply with all VPK qualifications and requirements, will result in financial consequences and corrective action.

III. PROVIDER RESPONSIBILITIES AND SCOPE OF WORK

9. **Child Enrollment**. Do not expect VPK payment for a child until the enrollment is approved in Portal by ELCFH.

- The parent must give you the certificate of eligibility or certificate of eligibility for reenrollment. Use the certificate number to enter the enrollment in Portal.
- Complete and sign the printed certificate to include provider name, address, phone, class, start date and parent signature. Retain for child record.
- The enrollment (certificate) is not transferrable. If you have multiple sites, the parent must complete the reenrollment application, and provide you a reenrollment certificate before changing the location where the child attends.

10. **Adherence to Requirements.**

a. You agree to comply with all VPK Program requirements, applicable statutes, rules, and this Contract.
b. You agree to participate in a VPK program orientation before the VPK contract is issued.

11. **Assessment**. You agree to program assessment, and to implement the required coordinated screening and progress monitoring program.

12. **Curricula**. You agree to implement developmentally appropriate curriculum designed to prepare a student for early literacy, early math skills and support measureable learning gains.

13. **Required Parent Information**. You agree to provide your attendance policy to ELCFH before contract execution, and to parents at the time of enrollment. The attendance policy must:

- not be amended for the duration of this Contract.
- must address school-year and summer programs separately, if applicable.
- require parents to verify child attendance each month by signing the Child Attendance and Parental Choice Certificates (Forms OEL-VPK 03L or OEL-VPK 03S).

14. **Fees Prohibited**.

- You agree that you will not require payment for services provided during VPK instructional hours.
- You may not require a fee as a condition of enrollment in the VPK Program.
- A provider found to have required such fees is subject to termination of this Contract for cause.

15. **Supplemental Services**.

- You may not require a child to enroll for, or require the payment of any fee for, supplemental services as a condition of admitting the child in the VPK Program. (*e.g. extended-day, extended-year, wrap-around, or full-day services*)
- You agree to schedule all VPK hours offered for any VPK class so that parents are not constructively required to enroll a child in supplemental services. (*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 of this Contract for cause.

16. **Parent Not Responsible for Financial Consequences**. You agree that, if you do not receive payment from ELCFH for VPK instruction for a child, you will not require the child's parent to pay for the services.

17. **Instructor Requirements**. You agree that at all times, each VPK instructor and substitute instructor meet the eligibility requirements.

18. **VPK Class Staffing**. You agree to maintain proper staffing. A properly credentialed instructor must be present for all VPK classes. For school-year classes that are composed of 12-20 children, an additional eligible instructor must be present. The VPK class size must not exceed the approved capacity of the physical space where instruction is provided.

19. **Substitute Instructors**. You agree that an eligible substitute instructor 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 30 percent of the VPK Program's total instructional hours in a VPK class.

20. **Prohibited Forms of Discipline**. Child discipline practices must be age-appropriate and ensure that children are not subjected to discipline that is severe, humiliating, or frightening.

- 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 because of misbehavior.

21. **Single Statewide Information System**. You agree to use the Provider Portal to submit information and updates. Provider Portal is available at: https://providerservices.floridaearlylearning.com.

22. **Rilya Wilson Act and At-Risk Children**. You agree to abide by the provisions of the "Rilya Wilson Act" for every at-risk child under the age of school entry who is enrolled in the VPK Program.

23. **VPK Logo**. You may use the registered VPK logo for VPK advertisements, letterhead, educational and promotional materials. You agree to comply with the VPK Logotype Usage and Brand Guidelines (Form DELVPK 20B) and must stop use of the VPK logo once services under this Contract are suspended or terminated.

24. **Provider Deliverable**. Chart of tasks and due dates described in other sections of this contract.

IV. COALITION RESPONSIBILITIES

25. **Forms Approved**. We will review your VPK application and documents submitted via the Portal to determine eligibility to provide the VPK program.

26. **Training and Technical Assistance**. We are here to help you with trainings, technical assistance, etc. Let us know how we can support you.

27. **Child Eligibility**. ELCFH Family Services determines child eligibility for the VPK Program. The child certificate of eligibility or certificate of eligibility for reenrollment for each eligible child is issued to the parent through the Family Portal.

28. **Limitations on Authority**. We will not add extra rules or requirements.

V. MONITORING, AUDITING, AND ACCESS

29. **Monitoring**. We are required to monitor VPK providers for compliance with this contract.

30. **Physical Access**. You agree to allow the Division of Early Learning (DEL) and ELCFH staff immediate access to your facility and spaces used to offer the VPK Program during normal business hours.

31. **Records Access**. You agree to allow ELCFH and DEL to inspect and copy VPK records upon request during normal business hours and upon request. Records must be provided within 72 hours.

VI. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

32. **Record Confidentiality**. You agree to protect the confidentiality of child and family records.

33. **Record Maintenance**. You agree to maintain records, including enrollment and attendance records, records of each VPK child, VPK instructor, substitute instructor, or VPK director; and other fiscal records for audit purposes for a period of 5 fiscal years or until the resolution of any audit findings or any litigation, whichever occurs last.

Records may be maintained electronically; however, you must back up records on a regular basis to safeguard against loss.

34. **Record Transfer on Termination**. If you close your business or end the VPK contract for any reason, transfer all VPK records to ELCFH by the close of business of your last VPK day. We are required to withhold final payment until all VPK program records are received.

VII. COMPENSATION AND FUNDING

35. **Notification of Enrollment**. You agree that to receive payment, you will enter the certificate number into the Provider Portal for ELCFH approval of child enrollment.

36. **Attendance Documentation**. You agree to document daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each child via Portal. You agree that, after the annual cumulative attendance has been certified, the attendance may not be disputed for payment purposes.

37. **Parent Attendance Certification**. You agree to require the parent of each VPK child to verify the prior month's attendance with monthly signature on the Child Attendance and Parental Choice Certificates (Forms OEL-VPK 03L or OEL-VPK 03S).

- Parental Choice Certificate Short Form [OEL-VPK 03S] in combination with a paper sign-in/out or electronic attendance tracking system that includes date, child's name, and signature or other daily action by parent or person dropping off or picking up each child. (*e.g. card swipe, entry of pin*)
- Parental Choice Certificate Long Form [OEL-VPK 03L] on which provider must record the child's monthly attendance or attach documentation to the form which shows the child's monthly attendance, before parent signs.

38. **Direct Deposit**. Your banking information is needed for direct deposit of VPK payments. If you opt out of direct deposit, you must provide alternate reimbursement arrangements, understanding that your payment may be delayed up to 21 days.

39. **Payment Rate**. Payments for each child may not exceed one full-time equivalent (FTE) student as established by the Florida Legislature. In case of ownership change or reenrollment, the combined payments to all providers may not exceed one FTE.

- The only exception is a reenrollment due to extreme hardship approved by the coalition. [*Reenroll from school-year to summer program*]
- The amount of one FTE 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 program year.

40. **Differential Payment**. Subject to appropriation by the Legislature, you may receive a differential payment based on your performance designation.

41. **Advance Payment Option**. Monthly advance payments are based on the number of children enrolled in your VPK class. The advance will be compared to submitted attendance, and adjusted up or down as needed.

- Check the box to indicate if you do or do not want to receive advance payments.

42. **Final Payment**. ELCFH will not issue a final payment for the VPK Program year until the annual cumulative attendance of each child is certified in accordance with the rules of the Division.

43. **Overpayment**. You agree that if the end-of-year reconciliation of payments reveals that you were overpaid, that overpayment will be deducted from future payments. You also agree to return the funds if you end early learning programs before payment is recovered, or be subject to collection effort.

44. **Attendance Documentation Submission**. You agree to document daily attendance and submit it monthly via Portal, on or before the 3rd business day of each month. If the due date falls on a holiday, attendance is due on the 2nd business day. Late attendance will be processed and paid in the next payment cycle.

45. **Reimbursement Summary Review**. You agree to review the reimbursement summary and report any discrepancy, overpayment, or underpayment within 60 calendar days.

46. **Closures**. You agree that reimbursement for temporary closures will be handled in accordance with Rule 6M-8.204(5), F.A.C.

47. **Disallowed Costs**. You agree to adhere to rules governing the VPK program, understanding that payment may be disallowed if you do not. You also agree:

- to return any funds received as a result of error, overpayment or disallowed cost.
- that disallowed costs may be deducted from future reimbursement.
- to return the funds if you end VPK services before the payment is fully recovered.
- that you will be subject to collection efforts & restitution if you fail to return the funds.

48**. Head Start Agencies**. If you are a Head Start Agency, you understand that Head Start services must be "in addition to, and not in substitution for, comparable services previously provided without Federal assistance."

49. **Title 20 Schools**. If you receive federal funds under Title 20 US Code, you understand that, you may use Federal funds to supplement, but not to replace non-Federal funds.

VIII. PROVISIONS FOR PROVIDER ACCOUNTABILITY

50. **Performance Metric**. You understand that it is required to adhere to the accountability measures set forth in s. 1002.68, F.S. Calculation of the performance metric will include composite program assessment scores, learning gains, and achievement score. An incomplete status will be assigned if there is not sufficient data to calculate a performance metric.

51. **Provider on Probation**. You understand that it is required to adhere to the probation requirements set forth in s. 1002.68, F.S. and Rule 6M-8.700, F.A.C.

IX. FINANCIAL CONSEQUENCES

52. **Financial Consequences**. If you fail to provide the minimum level of services required by this Contract, we will temporarily withhold reimbursement, disallow all or part of services not in compliance, or will terminate the contract.

X. NONDISCRIMINATION

53. **Discrimination Prohibited**. Regardless of receipt of federal funding, you agree to comply with the antidiscrimination requirements of 42 U.S.C. s. 2000d. You may not discriminate against a parent or child, or refuse to enroll a child in the VPK Program, in violation of the antidiscrimination requirements.

XI. TERMINATION AND NONCOMPLIANCE

54. **Noncompliance Determination and Corrective Action Notice**.

"Corrective action" means taking specific steps to correct a problem and prevent it from happening again.

If it is determined that you failed to comply with VPK rules or terms of this Contract, and that corrective action will resolve the problem, we must notify you in writing to include:

i. the specific requirement that was not met
ii. describe how it was not met
iii. a detailed description of any required corrective action
iv. a deadline for completion
v. notice that you may request a review of the determination

Once you have satisfactorily completed the corrective action plan, we will notify you in writing. If you have not satisfactorily completed the corrective actions by the end of this contract, are still VPK eligible, and execute a new contract, you agree to complete the plan.

55. **Termination for Cause**.

a. You agree that ELCFH 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, threatening the health, safety or welfare of children, or a DCF Class I citation

(b) Failure to comply with one or more of the terms of this Contract, including, but not limited to,

- failure to verify all new hires work authorizations status using E-Verify system
- failure to implement corrective action or terms of probation

(c) The refusal to accept a notice described in this Contract that we are required to send you

(d) Reasonable or probable cause to suspect that fraud has been committed

b. We must notify you in writing:

- the reason and date of termination
- at least 5 business days before termination with proof of delivery
- that you may request a review of the determination.

Even if delivery of the notice is refused, the contract will terminate as indicated in the notice and the refusal documented.

56. **Emergency Termination**. This Contract must be immediately terminated on an emergency basis upon notification by DCF of provider actions or inactions that pose an immediate and serious danger to the health, safety, or welfare of children.

We must notify you in writing:

- the reason and date of termination
- at least 24 hours before termination
- that you may request a review of the determination.

57. **Revocation of Eligibility**.

a. If a provider's contract is terminated, the VPK eligibility to deliver the VPK Program may be revoked as detailed in Rule 6M-8.702, F.A.C. Notice of intent to revoke provider's eligibility will be included in written notice of termination.

b. Provider agrees that if this Contract is terminated and the eligibility is not revoked, another VPK contract cannot be initiated for the remainder of the term of this Contract.

58. **Termination of Contract by Provider**. Provider and coalition may mutually agree to terminate this Contract, or provider may unilaterally terminate at will.

Written notice at least 30 calendar days before the termination date must be given in order to make alternative arrangements for enrolled children. If sufficient notice is not provided, coalition may refuse to issue the final reimbursement payment.

If provider terminates this Contract during an inquiry of suspected noncompliance with Florida Statues and Administrative Code, and the coalition review committee upholds the noncompliance, provider's VPK eligibility may be revoked for a period of at least 2 years but no more than 5 years.

59. **Legislative Appropriation**. Payments under this Contract are contingent upon an appropriation by the Florida Legislature. If funds are unavailable, coalition will terminate with at least 24 hours written notice & proof of delivery. Provider will be paid for the documented VPK hours completed prior to termination.

60. **Fraud**.

a. ELCFH may suspend or terminate a provider from the VPK program if there is reasonable cause to believe fraud has been committed. Provider may request a review of coalition's determination, which will be limited to whether the coalition has reasonable belief fraud occurred. Suspension will remain in effect until the completion of investigation by DEL, or other state or federal agency, and any subsequent legal proceedings.

b. If provider, or an owner, officer, or board director, is convicted of, found guilty of, or pleads guilty or nolo contendere to public assistance fraud, regardless of adjudication, ELCFH cannot contract with, or use the services of, provider for a period of 5 years. This includes any provider that shares an officer or board director with a provider associated with public assistance fraud as noted above.

c. If provider is placed on the US Department of Agriculture National Disqualified List, ELCFH must terminate this Contract for cause. In addition, if provider shares an officer or board director that is on the US Department of Agriculture National Disqualified List, we must terminate this Contract too.

61. **Due Process Procedures**. You may request a review of determinations made by ELCFH under this Contract. Exhibit 2 details Due Process Procedures.

- While a request for a review is being examined, you are not required to implement corrective action.

- You may not offer any VPK services while a termination of VPK Contract review is being examined.

62. **Severability of Provider Location**. ELCFH does not execute a single contract on behalf of multiple locations. We issue one contract per provider site.

63. **Litigation and Venue**. If a 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 will be brought in a county within coalition's service area.

XII. NOTIFICATION

64. **Information Change Notification**. You agree to comply with each of the following notification requirements:

a. Provide notice of class transfers of children at the same provider location within 14 calendar days.

b. Provide notice of changes to information in the VPK application within 14 calendar days after the information changes.

c. Provide notice of temporary closure as detailed in Rule 6M-8.204, F.A.C.;

d. Providing notice of child dismissal, including documentation specifying reasons for dismissal, within 14 calendar days.

e. Providing notice of a request for an additional program assessment within 30 days. You acknowledge additional assessments are at your expense. The cost of the additional program assessment is: $460.

65. **Child Care Resource & Referral (CCR&R) Participation**. You agree to update program and business information annually using the Portal for inclusion in the Child Care Resource and Referral Network. You also agree to update business and contact information (including emergency contact) on an ongoing basis throughout the year in the Portal.

66. **Unusual Incident Notification**. You agree to report unusual incidents to ELCFH:

- by no later than the close of business on the next business day of the incident
- and to submit a written report within 3 business days.
- a copy of the incident report submitted for DCF is an acceptable report to ELCFH.

An unusual incident is any significant event involving the health and safety of children under your care. Examples of unusual incidents include:

- accusations of abuse or neglect against you or your staff;
- the injury of a child which requires professional medical attention at your site or written notification from the child's parent that the child received professional medical attention
- receipt of notice of litigation where you are a named party or defendant relating to your VPK services.

67. **Notification of Disqualification or Public Assistance Fraud**.

a. Provider must report within 5 calendar days, if placed on the US Department of Agriculture National Disqualified List, or if a shared officer or board director with a provider that is on the Disqualified List.

b. Provider must report within 5 calendar days if provider, an owner, officer, or board director, is convicted of, found guilty of, or pleads guilty or nolo contendere to, public assistance fraud regardless of adjudication, or is acting as the beneficial owner for someone who has …public assistance fraud.

XIII. INDEMNIFICATION

68. **Indemnification**. You agree to take full responsibility for all claims, costs, damages, etc. resulting from your agents, subcontractors or employees' actions, neglect or omission under this Contract. This includes attorney's fees and costs. Indemnification of ELCFH, DEL & their staff/agents holds whether liability is direct or indirect and whether damage is to person or property.

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**. The only authorized attachments to this contract are:

- Exhibit 1, Provider Location List;
- Exhibit 2, Due Process Procedures;
- Form DEL-VPK 20A, Amendment to Statewide Voluntary Prekindergarten Provider Contract;
- Form DEL-VPK 20PP or Form DEL-VPK 20PS, as described in paragraph 7.

XVI. EXECUTION OF CONTRACT

By signing, you certify that you have read and understand this Contract. You certify that all information provided is true and correct, and agree that noncompliance with the all VPK requirements will result in corrective action, withholding of funds, or termination of this Contract.

Exhibit 1: Provider Location List

Not Applicable. ELCFH does not execute a single contract on behalf of multiple locations. We issue one contract per provider site.

Exhibit 2: Due Process Procedures

1. Purpose of Exhibit. Providers may request a review of determinations made by ELCFH following the due process procedures described below.

2. Request for Review Hearing. If a provider disputes an action taken by ELCFH regarding the terms of this Contract, a written request for review hearing needs to be sent to the contact person listed in the ELCFH notice. A review hearing is a "meeting" for the purposes of the Sunshine Law and is subject to public notice.
During a review hearing, the provider will have a reasonable opportunity to discuss the coalition's action with staff 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;
- if the provider will be represented by an attorney or another individual during the review hearing.

b. Request Time. Written request must be submitted to the coalition within 5 business days of receipt of the coalition notice in question.

c. Supporting Documentation. Submit copies of any written documentation supporting the provider claims with the hearing request. For example: 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. Upon receipt of a request for review hearing as described above, ELCFH will:

a. Assign a Review Hearing Committee composed of 3-5 members of the Coalition Board within 3 business days.

The Board Chair will appoint the Review Hearing Committee and the committee chair, to include at least one mandated board member & one provider representative. If neither provider representative is available, this requirement will be waived and the minutes of the Review Hearing Committee will document every attempt to have a provider representative member included.

b. Respond to Request for Hearing Review to the provider in writing, return receipt requested within 5 business days. The notice must include:

- at least 3 proposed dates and times for the review hearing that are within 45 days of the date of receipt of request.
- that the review hearing may be conducted in person at a location designated by ELCFH or via any method of telecommunications, if the public is given reasonable access to observe and participate.
- whether or not all of the ELCFH staff, whom the provider wishes to have present during the hearing will be made available. If any requested individual is not available, the coalition will have another qualified individual available.

c. Date and Location Selection. Within 5 business days of receipt of the response from ELCFH, the PROVIDER must:

- notify ELCFH of the date and time selected for the review hearing and if attending the meeting in person or via a method of telecommunication.
- If unable to attend any of the proposed dates and times, submit written notice stating the specific reasons why, and contact ELCFH to select a mutually agreed upon date.
- If the PROVIDER does not inform the Coalition of the date and time within 5 business days, then the process is considered complete and the request is denied.

d. Conducting the Review Hearing. The Review Hearing Committee will assess the provider claims in the request for review by examining all information and documentation submitted by the provider.

- The provider will be given reasonable opportunity to question ELCFH staff regarding the determinations and to present evidence before the Review Hearing Committee.
- ELCFH will also be provided reasonable opportunity to submit evidence to rebut any claims made by the provider.

e. 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, in whole or in part, correct or incorrect.

ii. If the determination was incorrect, then no further action is required by the provider.

iii. If any part of the determination is correct, the Committee must identify the portions determined to be correct and as applicable, decide:

A. If corrective action is necessary, and the revised deadlines for provider completion; or

B. If the provider's VPK Contract or eligibility to offer the VPK Program will be terminated, and the date of termination.

f. Notice of Review Hearing Conclusion. The Chair of the Review Hearing Committee shall ensure a written notice of the review hearing conclusion is prepared stating:

- the outcome of the Review Hearing Committee's vote regarding each of the provider's claims.
- the specific reasons supporting the Review Hearing Committee's conclusions.
- The dates for either corrective action to be completed, or termination of VPK eligibility.

The Chair of the Review Hearing Committee shall approve the notice and ensure it is made public within 10 business days of the conclusion of the Review Hearing.