



**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 instructional services 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 base student allocation, the VPK SIS program begins no earlier than 14 days before Labor Day of 20____ or, if the uniform date fixed by a district school board under Section 1001.42(4)(f), F.S., for the opening of public schools for regular school programs occurs in a county more than 14 days before Labor Day, a School-Year program in the county begins on the uniform date, and ends on June 30th. For a student using the VPK Summer base student allocation, the VPK SIS program begins no earlier than May 1st of 20____ and ends 14 days before Labor Day or, if the uniform date fixed by a district school board under Section 1001.42(4)(f), F.S., for the opening of public schools for regular school programs occurs in a county more than 14 days before Labor Day, on the uniform date. Additionally the SIS Provider may only deliver services to VPK SIS Program students after this Agreement is signed by both parties, and during the period of the School-Year base student allocation or the Summer base student allocation specified above depending on the student's enrollment.

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 full-time equivalent student under the most recent State of Florida General Appropriations Act (VPK Base Student Allocation) which is established annually by the Florida Legislature 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 full-time equivalent funding amount. If the total value of services provided in accordance with the schedule established on Form OEL-VPK 02S, Part B, exceeds the student's full-time equivalent 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. The SIS Provider agrees that, in accordance with section 1002.72, Florida Statutes, records of students enrolled in the VPK program, including personal identifying information, are confidential and exempt from disclosure as public records. The SIS Provider certifies that it will keep all VPK records confidential and disclose the records and information found within the records only in accordance with law or this Agreement. The SIS Provider agrees that it will release the records of students enrolled in the VPK Program to COALITION, COALITION's representative or agent, and/or the Office of Early Learning upon request. The SIS Provider further agrees that a parent of a VPK student has the right to inspect and review the records of his or her student and obtain a copy of his/her student's records.

19. The SIS Provider agrees to maintain all VPK records, including enrollment and attendance records for students funded by the VPK program, reimbursement summaries and other fiscal records for a period of five (5) years or until the resolution of any audit findings or any litigation related to this Agreement, whichever occurs last.

20. In the event that the SIS Provider permanently ceases to offer the VPK program before the conclusion of the retention period described in paragraph 19 for VPK records, whether as a result of unilateral or mutual termination of the SIS Provider's eligibility to offer the VPK program or as a result of the SIS Provider ceasing to do business, the SIS Provider shall transfer all VPK records required to be maintained to COALITION, in a manner and form to be determined by COALITION, no later than the close of business on the day the SIS Provider ceases to offer the VPK program.

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. The SIS Provider agrees to give COALITION the opportunity to address any disputes or disagreements concerning this Agreement by providing notice of the dispute in writing to COALITION. COALITION agrees to respond to the notice of the dispute or disagreement within five (5) business days after receiving the dispute or disagreement, and, when applicable, to present a proposed method for resolution of the dispute or disagreement within 15 business days after receiving the notice. If the SIS Provider does not agree to the proposed method for resolution or if COALITION fails to comply with the time requirements above, the SIS Provider and COALITION agree to address the dispute or disagreement before a quorum of COALITION's board of directors or a committee of COALITION which is authorized to take final action on behalf of COALITION's board of directors.

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:

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