

Interoffice Memorandum



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 29 2014 KH/BS

July 17, 2014

AGENDA ITEM

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director *LCB*  
Family Services Department

FROM: Sonya Hill, Acting Manager *Sonya Hill*  
Head Start Division  
Contact: Khadija Pirzadeh, (407) 836-8912  
Sonya Hill, (407) 836-7409

SUBJECT: State of Florida Voluntary Prekindergarten Education Program  
Statewide Provider Agreement  
BCC Meeting 7/29/14 Consent Agenda/All Districts

The Head Start Division requests Board approval of the State of Florida Voluntary Prekindergarten Education Program Statewide Provider Agreement between the Early Learning Coalition of Orange County and Orange County, Florida. This provider agreement will allow the Head Start Division to provide early learning instruction for 390 four-year old children. The term of the agreement is from August 1, 2014 through August 1, 2015.

In September 2005, the state of Florida, through the Agency for Workforce Innovation and Office of Early Learning, included Head Start grantees as eligible to participate in the State of Florida Voluntary Prekindergarten Program. The County Attorney's Office and Risk Management Division have reviewed this standard provider agreement for legality and compliance with County requirements.

**ACTION REQUESTED: Approval of State of Florida Voluntary Prekindergarten Education Program Statewide Provider Agreement by and between Early Learning Coalition of Orange County and Orange County, Florida; State of Florida Voluntary Prekindergarten Education Program Addendum to Statewide Provider Agreement by and between Early Learning Coalition of Orange County and Orange County, Florida; and Delegation of Signing Authority for the State of Florida Voluntary Prekindergarten Education Program Statewide Provider Agreement related to the Orange County Head Start Program.**

- SH/kp
- C: George A. Ralls, M.D., Acting Deputy County Administrator
  - Wanzo Galloway, Assistant County Attorney, County Attorney's Office
  - John Petrelli, Manager, Risk Management Division
  - Yolanda Brown, Manager, Fiscal Division, Family Services Department
  - Jamille Clemens, Grants Supervisor, Finance Division
  - Patria Morales, Grants Coordinator, Office of Management & Budget



STATE OF FLORIDA  
VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM  
STATEWIDE PROVIDER AGREEMENT

**I. PARTIES AND TERM OF AGREEMENT**

1. **THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Early Learning Coalition of Orange County ("COALITION"), and ORANGE COUNTY, FLORIDA (hereinafter referred to as "PROVIDER"), with its principal offices located at 2100 East Michigan Street, Orlando, FL 32806. If PROVIDER is a school district executing a single Agreement on behalf of multiple public school VPK providers, a list of the public school VPK providers with which the COALITION enters into this Agreement and their physical addresses are included in Attachment \_\_\_\_\_. If PROVIDER is the owner of multiple private providers or multiple sites executing a single Agreement on behalf of multiple private VPK providers or multiple VPK sites, a list of the VPK providers or VPK sites and their physical addresses are included in Attachment \_\_\_\_\_.
2. This Agreement applies to the 2014 -2015 Voluntary Prekindergarten Education (VPK) program year. PROVIDER shall offer a 540 hour school-year program and/or a 300 hour summer program. This Agreement begins on August 1, 2014, or on the date on which the Agreement is signed by the last party required to sign the Agreement, whichever occurs last, and expires upon completion or termination of all PROVIDER's VPK program year programs eligible to be offered under this Agreement. PROVIDER will not receive payment for VPK services before this Agreement is fully executed by both parties or after expiration of the Agreement.
3. PROVIDER certifies that each location at which PROVIDER offers the VPK program, meets all of the qualifications and requirements for offering the VPK program established by statute, rule, and this Agreement at all times PROVIDER offers the VPK Program. PROVIDER agrees that failure to comply with all of the qualifications and requirements for offering the VPK program at all times at any location at which PROVIDER offers the VPK program may result in ineligibility to offer the VPK program at that location and termination of this Agreement in whole or in part. In the event PROVIDER has executed this Agreement on behalf of multiple public school VPK providers, private VPK providers, or private VPK sites, and fails to ensure compliance with all qualifications and requirements for offering the VPK program at one or more locations listed in Attachment \_\_\_\_\_, the COALITION may demonstrate termination of this Agreement with respect to that location by striking through the location after following the termination processes outlined in this Agreement. This Agreement will remain in force and effect as to all locations in Attachment \_\_\_\_\_ which are not stricken.
4. This Agreement binds the successors, assigns, and legal representatives of PROVIDER and of any legal entity that succeeds to the obligations of the State of Florida, Florida's Office or Early Learning (the Office), or COALITION. If the ownership or corporate structure of PROVIDER changes, PROVIDER must notify COALITION 14 calendar days before the change so that COALITION may obtain the appropriate forms and information.

**II. PROVIDER ELIGIBILITY**

5. PROVIDER certifies that it has registered with COALITION on forms prescribed by the Office, that any information supplied by PROVIDER is accurate and complete, and that it will notify COALITION within 14 calendar days of any change of the information submitted on those forms. PROVIDER is encouraged to notify COALITION prior to implementing changes as changes may result in PROVIDER's failure to comply with all VPK qualifications and requirements.
6. COALITION has reviewed the documents submitted by PROVIDER and, based on the information submitted, has determined that PROVIDER is currently eligible to deliver the VPK program. COALITION shall return a fully executed copy of this Agreement to PROVIDER as notification that PROVIDER is eligible to begin offering the VPK program. PROVIDER shall not offer the VPK program prior to receiving a fully executed copy of this Agreement from COALITION.
7. PROVIDER certifies and agrees to continually ensure each of its VPK instructor(s) and substitute instructor(s):

- a. Has a current attestation of good moral character on file with PROVIDER and COALITION;
  - b. Has provided documentation to be maintained in the files of PROVIDER and COALITION documenting that the individual has undergone a Level 2 background screening within the previous five (5) years in accordance with section 435.04, Florida Statutes, including a federal (Federal Bureau of Investigation), state (Florida Department of Law Enforcement), and local (county of the instructor's residence) screening which demonstrates that the individual is not ineligible to act as a VPK instructor;
  - c. Is eligible to be employed as a VPK instructor in accordance with section 435.06, Florida Statutes;
  - d. Is not ineligible to teach in a public school because his or her educator certificate is suspended or revoked;
  - e. Is qualified to act as a VPK instructor in accordance with sections 1002.55, 1002.61, and 1002.63, Florida Statutes.
8. PROVIDER certifies that it has a prekindergarten director, if required by section 1002.57, Florida Statutes, who has one of the following credentials at each VPK site for the majority of hours in which VPK instructional hours are being delivered:
- a. A child care facility director credential approved by the Florida Department of Children and Family Services under section 402.305(2)(f), Florida Statutes, if the child care facility director credential was issued before December 31, 2006; or
  - b. A VPK director credential approved by the Florida Department of Education under section 1002.57, Florida Statutes, if the child care facility director credential is issued after December 31, 2006.

### III. PROGRAM REQUIREMENTS AND LOW PERFORMING PROVIDERS

9. PROVIDER agrees to deliver the VPK program in accordance with all of the requirements which are set forth in applicable statutes, rules, and this Agreement, including, but not limited to, standards relating to instructional hours; credentials, training, and background screenings of prekindergarten instructors; minimum and maximum VPK class sizes; developmentally appropriate curricula aligned with *Florida's Voluntary Prekindergarten Education Program Standards*; licensing standards established by the Florida Department of Children and Family Services and/or accrediting standards established by PROVIDER's accrediting organization, when applicable; and any statutory requirements which exceed the minimum standards established by the Florida Department of Children and Family Services or the accrediting organization.
10. PROVIDER certifies that it will use curricula to deliver VPK program instruction which:
- a. Are developmentally appropriate;
  - b. Are designed to prepare children for early literacy;
  - c. Enhance the age-appropriate progress of children in attaining each of the performance standards adopted by the Florida Department of Education (*see <http://www.fldoe.org/earlylearning>*); and
  - d. Prepare children to be ready for kindergarten.
11. PROVIDER understands that, in accordance with section 1002.69(5), Florida Statutes, the Florida Department of Education will annually issue kindergarten readiness rates. PROVIDER understands that if it, or any of its public school VPK providers or private VPK providers, receives a kindergarten readiness rate which falls below the minimum readiness rate established by the State Board of Education, in accordance with section 1002.67(3)(c)1., Florida Statutes, PROVIDER must ensure an improvement plan and/or annual progress report is submitted in accordance with rules adopted by the Florida's Office of Early Learning. In the event that PROVIDER fails to meet the minimum readiness rate for a program type (school-year or summer) four consecutive times, PROVIDER may be removed from eligibility to offer the program type.

### IV. CHILD ELIGIBILITY, ENROLLMENT, AND ATTENDANCE

12. PROVIDER understands that COALITION has ultimate responsibility for determining the eligibility of students enrolling in the VPK program. PROVIDER shall not admit a student into its VPK program without authorization from COALITION which shall generally be provided through a Certificate of Eligibility.
13. PROVIDER agrees that PROVIDER will notify COALITION upon admitting a student to PROVIDER's VPK program class in accordance with the procedures of COALITION and the rules of the Florida's Office of Early Learning. PROVIDER understands that it may be ineligible to receive payment if PROVIDER does not notify COALITION that the student has been admitted in accordance with the rules of the Office.

14. PROVIDER certifies that PROVIDER will give a written copy of its attendance policy to the parent or guardian of each student at the time the student is admitted into PROVIDER's VPK program.
15. PROVIDER certifies that, if it chooses to remove a student admitted to PROVIDER's VPK program class(es), PROVIDER will submit to COALITION documentation specifying reasons for removing the student from the class within 14 days of the removal in accordance with COALITION's notification procedures.
16. PROVIDER agrees to document the daily attendance, to certify the monthly attendance, and to certify the annual cumulative attendance of each student admitted to PROVIDER's VPK program class(es) in accordance with rules of the Florida's Office of Early Learning. PROVIDER agrees that, after the annual cumulative attendance has been certified, the certified annual cumulative attendance may not be disputed for payment purposes.
17. PROVIDER agrees to require that the parent or guardian 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 section 1002.71(6)(b)2., Florida Statutes. PROVIDER agrees to maintain the Student Attendance and Parental Choice Certificates which have been signed each month by a parent or guardian for each student admitted into PROVIDER's VPK program class(es) in accordance with the rules of the Florida's Office of Early Learning.

#### **V. NONDISCRIMINATION AND PARENT PAYMENT**

18. PROVIDER agrees that, in accordance with section 1002.53(6)(c), Florida Statutes, and associated federal and state laws, PROVIDER may not discriminate against any parent or child, including the refusal to admit a child to a VPK program class, on the basis of race, color, or national origin.
19. PROVIDER agrees that, in accordance with section 1002.71(8)(a), Florida Statutes, PROVIDER may 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 may not require a fee or payment as a condition of enrollment or participation in the VPK program.
20. PROVIDER agrees that, in accordance with section 1002.71(8)(b), Florida Statutes, PROVIDER may 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 in a fashion which ensures that parents are not constructively required to enroll students in supplemental services or pay any fee or charge.
21. PROVIDER agrees that, if PROVIDER does not receive payment for offering VPK program instruction to a student, PROVIDER may not require the student's parent or guardian to pay for the services.

#### **VI. COMPENSATION AND FUNDING**

22. PROVIDER agrees that PROVIDER may not receive payment for VPK instruction for a student who has not been determined eligible for enrollment in the VPK Program or who has not been issued a Certificate of Eligibility.
23. PROVIDER understands that payments for each student may not exceed the amount of funding for one full-time equivalent (FTE) student, as established by the Florida Legislature, except that a student reenrolled for extreme hardship may receive more than one FTE. The amount of funding for one 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.
24. PROVIDER understands that PROVIDER will receive monthly payments in accordance with the rules of the Florida's Office of Early Learning. PROVIDER further understands that PROVIDER may elect to receive monthly advance payments based on the number of students enrolled in the PROVIDER's VPK program class(es) by checking the following box:  
 PROVIDER understands that payments will be reconciled and adjusted in accordance with the rules of the Office.

25. 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 Office.
26. 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 may be subject to collection efforts.
27. 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" (Title 42, United States Code, section 9835(c)).
28. If PROVIDER receives federal funds under Title 20, United States Code, sections 6311-6322 (Title I), PROVIDER understands that, in accordance with federal law, PROVIDER may "use [those Title I] Federal funds to supplement, [but] not [to] supplant non-Federal funds" (Title 20, United States Code, section 6314(a)(3)(B)).

## VII. NOTIFICATION

29. PROVIDER agrees that it will comply with each of COALITION's notification requirements listed in Attachment \_\_\_\_\_ for the purpose of:
  - a. Providing notice of class transfers of children at the same provider location;
  - b. Providing notice of changes to information provided on Forms OEL-VPK 10 and OEL-VPK 11;
  - c. Providing notice of changes to class calendars;
  - d. Submitting written documentation demonstrating temporary closure and subsequent reopening; and
  - e. Providing notice and documentation of dismissal of students.
30. PROVIDER understands that failure to follow COALITION's notification requirements is noncompliance with this Agreement and may result in corrective action under Paragraph 41.

## VIII. MAINTENANCE OF RECORDS, DATA, AND CONFIDENTIALITY

31. 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. 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. 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 upon request. PROVIDER further agrees that a parent of a VPK student has the right to inspect and review the records of his or her child and obtain a copy of his/her child's records.
32. PROVIDER certifies that it will maintain all VPK records, including the VPK records of each VPK student, VPK instructor, substitute instructor, or VPK director for the greater of: five (5) years after the student's last day of attendance or the employee's last day of employment as a VPK instructor, substitute instructor, or VPK director; until all investigations to which the records are pertinent have been resolved; or the time period established under the retention schedules and disposal process adopted under section 119.021(2), Florida Statutes.
33. 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 32., 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 32. to COALITION, in a manner and form to be determined by COALITION, no later than the close of business on the day PROVIDER ceases to offer the VPK program.

34. PROVIDER shall provide complete and accurate information and data regarding the VPK program and students enrolled in PROVIDER's VPK program class(es) to COALITION and/or the Office upon request.

#### IX. COMPLIANCE VERIFICATION

35. If PROVIDER is a public school district, then the public school district may choose to monitor the compliance of its public school(s) with statute, rules, and this Agreement, or to designate COALITION to monitor the school district's public school(s). If the public school district chooses to monitor the compliance of its public school(s), the public school district certifies that it will ensure each public school complies with statute, rules, and this Agreement and certifies that it will require corrective action plans from its public school(s) upon failure to comply with the terms of statute, rule, or this Agreement.
36. PROVIDER is a (check one):  
 Public school district which chooses to monitor its public school VPK providers .  
 Public school district which designates COALITION to monitor its public school VPK providers.  
 Private VPK provider which will be monitored by COALITION.
37. If PROVIDER is monitored by COALITION, PROVIDER must permit COALITION, COALITION's representative or agent, or the Office, 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 Office to enforce licensing requirements established by the Department of Children and Family Services, accreditation requirements established by PROVIDER's accrediting organization, or impose any requirement beyond the requirements of statute, rule, and this Agreement.

#### X. TERMINATION AND NONCOMPLIANCE

38. PROVIDER and COALITION may mutually agree to terminate this Agreement or PROVIDER may unilaterally terminate this Agreement for any reason. PROVIDER must ensure that COALITION is notified at least 14 calendar days before PROVIDER terminates this Agreement so that COALITION can make arrangements for uninterrupted services for children admitted in PROVIDER's VPK program class(es). PROVIDER must, at least 7 calendar days prior to ceasing the VPK program, notify the parent or guardian of each student of the date on which PROVIDER will cease to offer the VPK program and ensure the parent or guardian receives a student reenrollment form.
39. 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, PROVIDER shall be paid in accordance with rule 6M-8.204, F.A.C., for the instructional hours completed prior to termination of the Agreement.
40. PROVIDER agrees that COALITION may require corrective action, withhold funds, or terminate this Agreement if PROVIDER fails to comply with the requirements of statute, rule, or this Agreement.
41. COALITION must notify 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 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 PROVIDER completes the corrective action. If PROVIDER fails to complete the corrective action, COALITION may permanently withhold funds for the period PROVIDER was not in compliance after notifying 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.
42. COALITION may terminate this Agreement if PROVIDER fails to comply with statute, rule, this Agreement, or corrective action required under this Agreement or if the actions of PROVIDER substantially impair the provision of VPK instruction. COALITION shall notify 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. 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.

43. Notwithstanding any other provision of this Agreement, COALITION may immediately terminate this Agreement upon revocation/termination of PROVIDER's licensure or accreditation. COALITION may also immediately terminate this Agreement upon a determination by the Department of Children and Family Services that the health and safety of students admitted to PROVIDER's VPK class(es) is currently in jeopardy, including, but not limited to, a finding that personnel do not have current level 2 background screenings.

**XI. DISPUTE RESOLUTION**

44. 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 5 business days after receiving the dispute or disagreement, and, where applicable, to present a proposed method for resolution of the dispute or disagreement within 15 business days after receiving the notice. If PROVIDER does not agree to the proposed method for resolution or if COALITION fails to comply with the time requirements above, 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.

**XII. INDEMNIFICATION**

45. PROVIDER is fully liable for the actions of its agents, employees, partners, contractors, and subcontractors and must indemnify, defend, and hold harmless COALITION, the Office, and their officers, agents, employees, contractors, and subcontractors from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the PROVIDER, its agents, employees, partners, contractors, or subcontractors. If PROVIDER is a public school or school district, or a state agency or subdivision thereof, this paragraph is limited to the extent required by section 768.28, Florida Statutes.

**XIII. SEVERABILITY**

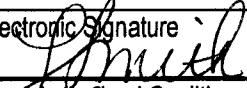
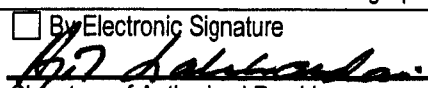
46. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remaining terms and conditions remain in full force and effect.

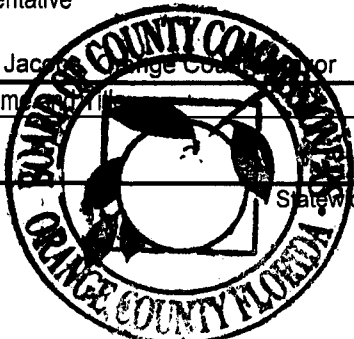
**XIV. AMENDMENTS**

47. An amendment, attachment or exhibit may not be made a part of this Agreement unless the amendment, attachment or exhibit is provided in writing, signed by both the COALITION and the PROVIDER, and approved in writing by the Florida's Office of Early Learning. Requests to amend this agreement, including requests to use attachments or exhibits, shall be submitted to the Florida's Office of Early Learning at the email address: OELPOLICY@oel.myflorida.com.

**XV. EXECUTION OF AGREEMENT**

PROVIDER and COALITION have caused this Agreement 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
<u>2/1/14</u>	<u>2.29.14</u>
Date	Date
Karen Willis, Chief Executive Officer	Teresa Jacobs, [Title]
Print Name and Title	Print Name and Title



JUL 29 2014 *KLL/JS*



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

**I. PARTIES**

1. **THIS ADDENDUM** to the Statewide Provider Agreement for the Voluntary Prekindergarten Education Program is made and entered into this 1st day of August, 2014, by and between the Early Learning Coalition of Orange County, with its principal offices located at 1940 Traylor Blvd, Orlando, FL 32804 (hereinafter referred to as "COALITION") and ORANGE COUNTY, FLORIDA, with its principal offices located at 2100 E. Michigan Street, Orlando, FL (hereinafter referred to as "PROVIDER").

**II. TERM OF ADDENDUM**

2. This is an Addendum to the Statewide Provider Agreement executed by the COALITION and the PROVIDER on the 1st day of August, 2014. This Addendum applies to the following program year (initial only one):  
       2013-2014 program year        X   2014-2015 program year

**III. VPK CHILD REGISTRATION PILOT PROJECT**

3. This Addendum allows the PROVIDER to participate in the VPK Child Registration Pilot Project authorized under Rule 60-8.2015, Florida Administrative Code.
4. This Addendum does not replace, but supplements, the terms and conditions of the Statewide Provider Agreement and allows the PROVIDER to perform the following duties of the COALITION for a child who the PROVIDER admits in the VPK program:
- a. Registering the child for the VPK program;
  - b. Accepting the child application (Form OEL-VPK 01P) and supporting documentation from the child's parent; and
  - c. Conducting a face-to-face parent-orientation session or exhibiting a parent-orientation video for the child's parent.

**IV. PROVIDER ELIGIBILITY**

5. The PROVIDER's VPK site is located in one of the following counties: Baker, Bradford, Clay, Collier, Gadsden, Glades, Hendry, Jefferson, Lee, Leon, Liberty, Madison, Marion, Nassau, Okaloosa, Orange, Osceola, Wakulla, Walton, St. Lucie, or Taylor.
6. The PROVIDER certifies that it has delivered instruction for the VPK program for at least 2 program years.
7. The PROVIDER certifies that, for each month that the PROVIDER participated in the VPK program or school readiness program during the 24 months before this Addendum is executed, the PROVIDER submitted accurate and timely monthly attendance rosters for the VPK program and, if applicable, the school readiness program. If, during this period the COALITION or the COALITION's qualified contractor requested repayment of an overpayment, the PROVIDER certifies that it repaid the overpayment by the required repayment date.



8. The PROVIDER certifies that, if the PROVIDER is licensed by the Department of Children and Family Services (DCF) or a local licensing agency, under Sections 402.301-402.319, Florida Statutes, and the PROVIDER's license is not recorded in DCF's Child Care Information System as "Revocation Action Pending," "Suspension Action Pending/Suspended," or "Closed."
9. The PROVIDER certifies that it records daily child attendance using:
  - a. A paper sign-in or sign-out log that records the date, child's name, and signature of the parent or other person dropping off or picking up the child to or from the VPK site; or
  - b. Electronic attendance tracking system that records the date, child's name, and electronic signature, card swipe, entry of a personal identification number, or similar daily action taken by the parent or other person dropping off or picking up the child to or from the VPK site.
10. The PROVIDER and the COALITION certify that Sonya Hill, Acting Manager, Head Start (name of the PROVIDER's prekindergarten director or designee) attended a training session conducted by the COALITION or the COALITION's contractor on the 8th day of March, 2014, which instructed the PROVIDER on the required procedures for registering a child for the VPK program, accepting a child application (Form OEL-VPK 01P) and supporting documentation on behalf of the coalition, and conducting a parent-orientation session. The PROVIDER agrees to comply with these procedures.

**V. CHILD REGISTRATION PROCEDURES**

11. The PROVIDER acknowledges that it must comply with the child registration procedures in Rule 60-8.2015, Florida Administrative Code.
12. The PROVIDER agrees that it may only register a child for the VPK program, accept a child application (Form OEL-VPK 01P) and supporting documentation from a child's parent, or conduct a parent-orientation session for a child's parent if the PROVIDER admits the child in the PROVIDER's VPK program.
13. The PROVIDER agrees to conduct a face-to-face parent-orientation session or exhibit a parent-orientation video in accordance with Rule 60-8.201, Florida Administrative Code, for a parent registering his or her child for the VPK program.
14. The PROVIDER agrees to review a child's Form OEL-VPK 01P (Child Application and Provider Admission) to confirm that the child application is complete, signed by the child's parent, and submitted with the required supporting documentation.
15. If the PROVIDER predetermines that a child is eligible for the VPK program, the PROVIDER agrees to submit the child's Form OEL-VPK 01P and supporting documentation to the COALITION within 5 working days after a child's parent registers the child.
16. If the PROVIDER predetermines that a child is not eligible, the PROVIDER agrees to return the child's Form OEL-VPK 01P and supporting documentation to the child's parent within 5 working days after a child's parent registers the child, and, on the blank spaces included on Form OEL-VPK 01P, notify the parent in writing of the following:
  - a. The PROVIDER has predetermined that the child is not eligible for the VPK program;
  - b. The reason that the child is no eligible and an explanation that the PROVIDER's predetermination is not the COALITION's official determination;
  - c. If the parent believes that his or her child is eligible, the parent may register the child for the VPK program with the COALITION; and
  - d. The following telephone number of the COALITION: (407) 841-6607.

**VI. COMPENSATION**

17. The COALITION agrees to allow the PROVIDER to register children for the VPK program, accept child applications (Form OEL-VPK 01P) and supporting documentation, and conduct parent-orientation sessions on behalf of the COALITION.
18. The PROVIDER acknowledges that performing these duties on behalf of the COALITION provides greater convenience for the parents of children that the PROVIDER admits in its VPK program and is therefore a valuable privilege for the PROVIDER.
19. The PROVIDER agrees to participate in the VPK Child Registration Pilot Project and perform these duties without compensation.

#### **VII. TERMINATION**

20. The PROVIDER understands that the COALITION may remove the PROVIDER from the VPK Child Registration Pilot Project and terminate this Addendum at any time, with or without prior notice, if the PROVIDER does not continue to meet the eligibility requirements for the pilot project, or comply with the child registration procedures, in Rule 60-8.2015, Florida Administrative Code. Termination of this Addendum does not terminate the Statewide Provider Agreement.

#### **VIII. INDEMNIFICATION**

21. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party."

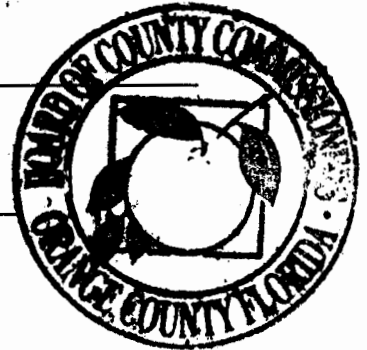
IX. EXECUTION OF ADDENDUM

The PROVIDER has caused this Addendum to be executed as of the date set forth in Paragraph 1.

[Signature]  
Signature of Director / Operator / Principal  
or Authorized Representative  
  
Jan  
Title Orange County Mayor

Teresa Jacobs  
Print Name

7.29.14  
Date



OPTIONAL

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

THE FOREGOING was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_, who is personally known to me/presented  
\_\_\_\_\_ as identification, and who did not take an oath.

WITNESS my hand and official seal in the County and State set forth above.

\_\_\_\_\_  
NOTARY PUBLIC

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

[Signature]  
Signature of Coalition Executive Director  
or Authorized Representative  
  
Director of Provider Services  
Title Chief Executive Officer

Karen Willis Lois Smith  
Print Name

7/1/14  
Date

OPTIONAL

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

THE FOREGOING was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_, who is personally known to me/presented  
\_\_\_\_\_ as identification, and who did not take an oath.

WITNESS my hand and official seal in the County and State set forth above.

\_\_\_\_\_  
NOTARY PUBLIC

JUL 29 2014 *KH/AS*

DELEGATION OF SIGNING AUTHORITY  
FOR THE  
STATE OF FLORIDA VOLUNTARY PREKINDERGARTEN EDUCATION PROGRAM  
STATEWIDE PROVIDER AGREEMENT  
RELATED TO THE ORANGE COUNTY HEAD START PROGRAM

To Whom It May Concern:

By means of this letter, I, Teresa Jacobs (the Delegating Official, which is the Chairman of the Board, President or Owner), delegate the authority herein described to Lonnie C. Bell, Jr., Director, Orange County Family Services Department, (my representative), on the following terms and conditions:

1. My representative may sign, on my behalf, any documents pertaining to the Florida Voluntary Prekindergarten Education Program.
2. The designated effective date of this delegation is the last date the contract is signed. The designated effective date of this delegation shall be effective until August 1, 2015 or until revoked by the delegating official, whichever is sooner.
3. The authority delegated is not subject to sub-delegation without my prior and written consent.
4. I understand that this delegation does not relieve me of responsibility to manage and supervise operation of the Voluntary Prekindergarten Education Program, that I may be liable for repayment of funds received and that may be subject to disqualification of the contract with the State of Florida for participation in the Florida Voluntary Prekindergarten Education Program.

Signature (Delegating Official)

*Teresa Jacobs*  
Teresa Jacobs, Orange County Mayor  
(Chairman of the Board, President or Owner)

Date

*7.29.14*



Acknowledged and agreed:

*Lonnie C Bell Jr*  
Signature (Representative)

Lonnie C. Bell, Jr., Director

Date:

*7-3-14*