



**STATE OF FLORIDA
STATEWIDE VOLUNTARY PREKINDERGARTEN
PROVIDER CONTRACT
PRIVATE PROVIDER ATTACHMENT FORM OEL-VPK 20PP**

I. PARTIES AND TERMS OF CONTRACT ATTACHMENT

1. **Parties.** This document is executed as an Attachment to the Contract made and entered into the _____ day of _____, 20_____, by and between the Early Learning Coalition of _____ (herein referred to as "COALITION"), and _____ (herein referred to as "PROVIDER"), with its principal offices located at _____.

2. **Provider Type.** To be eligible to deliver the VPK Program, PROVIDER must be one of the provider types identified in s. 1002.55(3)(a), Florida Statutes, (F.S.). This form is designed for use by private providers. PROVIDER must check the box to indicate PROVIDER type:

- A child care facility licensed under s. 402.305, F.S.
- A family day care home licensed under s. 402.313, F.S.
- A large family child care home licensed under s. 402.3131, F.S.
- A nonpublic school exempt from licensure under s. 402.3025(2), F.S., that also either holds a current Gold Seal Quality Care designation under s. 402.281 F.S., or accredited by an accrediting association under s. 1002.55(3)(b)1., F.S.
- A faith-based child care provider exempt from licensure under s. 402.316, F.S., that also either holds a current Gold Seal Quality Care designation under s. 402.281 F.S., or accredited by an accrediting association under s. 1002.55(3)(b)1., F.S.

II. PRIVATE PROVIDER REQUIREMENTS

3. **Additional Provisions.** PROVIDER understands that the following provisions of this Attachment are required in addition to those in the Contract to fulfill its obligation to offer the VPK program, and that COALITION will monitor PROVIDER to ensure the conditions of offering the VPK program are met. Failure on the part of PROVIDER to comply with these provisions may result in the termination of this Contract by COALITION and PROVIDER's ineligibility to offer the VPK program for five (5) years.

4. **VPK Director.** At each VPK site, PROVIDER agrees that it has a prekindergarten director, for the majority of hours in which VPK instructional hours are being delivered, as required by s. 1002.57, F.S., who has one of the following credentials:

- a. A child care facility director credential approved by the DCF under s. 402.305(2)(f), F.S., if the child care facility director credential was issued before December 31, 2006; or
- b. A VPK director credential approved by the Office of Early Learning under s. 1002.57, F.S., if the child care facility director credential is issued after December 31, 2006.

5. **Coalition Access.** PROVIDER must permit COALITION, COALITION's representative or agent, or the Office of Early Learning, 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 of Early Learning to enforce licensing requirements established by the DCF, accreditation requirements established by PROVIDER's accrediting organization, or impose any requirement beyond the requirements of statute, rule, and this Contract, as applicable.

III. INSURANCE REQUIREMENTS

6. **Liability Insurance.** If PROVIDER is not a state agency or a subdivision thereof, it certifies that it has and maintains a general liability insurance policy that must provide for a minimum of \$100,000 of general liability insurance coverage per occurrence and a minimum of \$300,000 general aggregate coverage, unless the Office of Early Learning has authorized a lower limit, as per s. 1002.55(3)(j), F.S. PROVIDER must name COALITION as a certificate holder and as an additional insured
7. **Notification of liability coverage changes.** PROVIDER agrees that it will provide notice to COALITION within 10 calendar days of cancellation or changes to general liability coverage required in this Contract in accordance with s. 1002.55(3)(j), F.S. The general liability insurance must remain in full force and effect for the entire period PROVIDER is contracted with COALITION.
8. **Workers' Compensation and Unemployment Compensation.** In accordance with s. 1002.55(3)(k), F.S., PROVIDER agrees to obtain and maintain any required workers' compensation insurance under Chapter 440, F.S., and any required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S.
9. **State Agencies and Subdivisions.** In accordance with section 1002.55(3)(l), F.S., if PROVIDER is a state agency or a subdivision thereof, as defined in s. 768.28(2), PROVIDER agrees to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28, F.S.