



STATE OF FLORIDA  
EXTENSION OF THE 2019-2020 STATEWIDE  
SCHOOL READINESS PROVIDER CONTRACT

## **I. PARTIES AND TERMS OF 2019-2020 Statewide SR Provider CONTRACT EXTENSION**

This EXTENSION of the Statewide School Readiness (SR) Provider Contract is entered into between the Early Learning Coalition (COALITION) of \_\_\_\_\_ and \_\_\_\_\_, SR provider (PROVIDER).

## **II. PURPOSE**

WHEREAS, the COALITION entered into a Contract with this PROVIDER to provide SR services for the 2019-2020 fiscal year, with an expiration date of June 30, 2020; and

WHEREAS, on March 13, 2020, Governor Ron DeSantis declared a health emergency due to the spread of the COVID-19 virus. On March 23, 2020, the Department of Education issued Order No. 2020-EO-01, which included the cancellation of early learning assessments, including the CLASS program assessment used to determine the eligibility of providers to participate in the SR Program.

WHEREAS, PROVIDER AND COALITION desire to extend the 2019-2020 Statewide SR Provider Contract due to the state of emergency caused by the COVID-19 pandemic which resulted in delays in the COALITIONS's and the PROVIDER's ability to fulfil certain requirements to execute the 2020-2021 Statewide SR Provider Contract prior to June 30, 2020; and

WHEREAS, a gap in providing SR services will result in harm to working families and the providers that have contracted to provide those services.

WHEREAS, the COALITION and PROVIDER agree to extend the 2019-2020 Statewide SR Provider Contract as indicated in Section III for a period of up to 12 months.

## **III. TERMS OF EXTENSION**

### **1. PROGRAM ASSESSMENT**

If PROVIDER was unable to have a program assessment observation conducted during the public health emergency declared March 23, 2020 in DOE EO 20-01, PROVIDER may continue to offer SR Program services through the 2019-2020 Statewide SR Provider Contract Extension. PROVIDER and COALITION agree to conduct a program assessment observation in accordance with the requirements of Rule 6M-4.740, F.A.C. If the PROVIDER's rescheduled program assessment composite score meets the Contract Minimum Threshold in accordance with Rules 6M-4.740 and

6M-4.741, F.A.C., for the 2020-2021 year, the PROVIDER and COALITION shall execute the 2020-2021 Statewide SR Provider Contract within 30 days after a program assessment is conducted. This program assessment composite score will be used for contracting for the 2020-2021 and 2021-2022 Statewide SR Provider Contracts and must meet the requirements of Rule 6M-4.741, F.A.C.

PROVIDER agrees to cooperate with the COALITION in rescheduling and participating in the program assessment observation. PROVIDER agrees that failure to participate in the program assessment after it has been scheduled may result in termination under the terms of the Statewide SR Provider Contract.

- If the PROVIDER receives a score of 4.0 or higher on the rescheduled program assessment observation and meets all other requirements, PROVIDER and COALITION may enter into the 2020-2021 and 2021-2022 Statewide SR Provider Contract. PROVIDER will be eligible for the Quality Performance Incentive Differential in accordance with Rule 6M-4.500, F.A.C. The differential shall be effective beginning the first business day of the following month after the 2020-2021 Statewide SR Provider Contract is executed.
- If the PROVIDER receives a score of 3.5-3.99 on the rescheduled program assessment observation and meets all other requirements, PROVIDER and COALITION may enter into the 2020-2021 Statewide SR Provider Contract. PROVIDER will be required to participate in a Quality Improvement Plan (QIP). If the PROVIDER does not desire to participate in a QIP, the parties shall terminate the 2019-2020 Statewide SR Provider Contract Extension.
- If the PROVIDER receives a score between 3.00-3.49 on the rescheduled program assessment observation and meets all other requirements AND the COALITION elects to contract with the provider, PROVIDER shall enter into the 2020-2021 Statewide SR Provider Contract with the COALITION that includes a QIP in accordance with Rule 6M-4.740(2)(i), F.A.C. If the COALITION elects to not contract with the PROVIDER or the PROVIDER does not desire to participate in a QIP, the parties shall terminate the 2019-2020 Statewide SR Provider Contract Extension.
- If the PROVIDER receives a score of 2.99 or below on the rescheduled program assessment observation under the terms of Rule 6M-4.470(2)(e), COALITION shall terminate this Contract in accordance with the provisions of Section 69 of the contract unless the COALITION has determined the PROVIDER is essential to meet local child care capacity needs AND elects to waive the Minimum Contract Threshold as specified in Rule 6M-4.740, F.A.C.

If PROVIDER had a program assessment observation conducted in the 2019-2020 contract year, PROVIDER may continue to offer SR Program services through the 2019-2020 Statewide SR Provider Contract Extension up to 30 days after the 2020-2021 Statewide SR Provider Contract is available in the statewide information system.

- If the PROVIDER had a program assessment conducted during the 2019-2020 contract year and met the Quality Improvement Threshold of a 4.00. The 2019-2020 Statewide SR Provider Contract shall be extended until the 2020-2021 Statewide SR Provider Contract is available in the statewide information system. The differential shall be effective the first business day of the month after the 2020-2021 Statewide SR School Readiness Contract is

executed. PROVIDER is eligible for the Quality Performance Incentive Differential in accordance with Rule 6M-4.500, F.A.C.

- If the PROVIDER had a program assessment conducted during the 2019-2020 contract year and met the Contract Minimum Threshold of a 3.50 but did not meet the Quality Improvement Threshold of a 4.00. The 2019-2020 Statewide SR Provider Contract shall be extended until the 2020-2021 Statewide SR Provider Contract is available in the statewide information system. PROVIDER shall be required to participate in a QIP in accordance with Rule 6M-4.740, F.A.C.
- If the PROVIDER had a program assessment conducted during the 2019-2020 contract year that did not meet the Contract Minimum Threshold score of 3.50 and did not have the opportunity to request a second assessment, PROVIDER may request a second assessment to be conducted at the provider's expense in accordance with Rule 6M-4.740(2)(e), F.A.C. The 2019-2020 SR Provider Contract will be extended until 30 calendar days after the PROVIDER has received the second requested assessment. The request for a second assessment must be submitted within 30 days of the Extension of the 2019-2020 Statewide SR Provider Contract. If the provider meets the Contract Minimum Threshold on the requested second program assessment observation the 2020-2021 Statewide Provider contract shall be executed to continue providing SR services. If they fail to meet the Contract Minimum Threshold the 2019-2020 Statewide SR Provider Contract Extension shall be terminated.
- If the PROVIDER had a program assessment conducted during the 2019-2020 contract year and received a score between a 3.00-3.49 and did not receive a contract minimum score of 3.5 (exhausts second assessment). This contract shall be extended until the 2020-2021 Statewide Provider Contract is available in the statewide information system. PROVIDER and COALITION may then enter into the 2020-2021 Statewide School Readiness Contract. PROVIDER shall be required to participate in a QIP in accordance with Rule 6M-4.740(2)(i), F.A.C. If the PROVIDER does not desire to participate in a QIP, the parties shall terminate the 2019-2020 Statewide SR Provider Contract Extension.
- If the PROVIDER is exempt from program assessment per 6M-4.740 F.A.C. The 2019-2020 Statewide SR Provider Contract is extended until a 2020-2021 Statewide SR Provider Contract is available in the statewide information system. Once 2020-2021 Statewide SR Provider Contract is executed, enrollments will be monitored per Rule 6M-4.740 F.A.C.

## **2. QUALITY IMPROVEMENT PLAN**

If the PROVIDER's 2019-2020 Statewide SR Provider Contract was executed with a QIP. PROVIDER'S QIP is hereby extended for a period up to six months to complete the required quality improvement strategies in accordance with Exhibit 3 of the Statewide School Readiness Provider contract.

If the PROVIDER's 2019-2020 Statewide SR Provider Contract was amended to include a QIP due to a low program assessment score during the 2019-2020 contract year, PROVIDER's QIP is hereby extended through the end of the 2020-2021 Statewide SR Provider Contract. When PROVIDER completes the strategies assigned in the QIP, PROVIDER may request a program assessment prior to

the end of the 2020-2021 Statewide SR Contract at no cost to the PROVIDER. If the PROVIDER meets the Contract Minimum Threshold on the requested second program assessment, the 2020-2021 Statewide Provider contract shall be amended to meet the requirements of 6M-4.740. If they fail to meet the Contract Minimum Threshold the 2020-2021 Statewide SR Provider Contract shall be terminated.

### 3. COMPLETION OF 2020-2021 PROVIDER PROFILE

PROVIDER affirms that it has updated and completed its 2020-2021 profile in the statewide information system. COALITION affirms that it has reviewed and approved that information. The 2020-2021 profile updated as of the date of the execution of this Extension are hereby incorporated by reference into this document using Form OEL-SR-20A.

### IV. EXECUTION OF EXTENSION

PARTIES acknowledge that this Extension is contingent upon the statewide approval of this form by administrative order or rule. All provisions in this contract and any attachments/exhibits in conflict with this Extension shall be and are hereby changed to conform to this Extension. All provisions not in conflict with this Extension are still in full force and effect in accordance with its terms and are to be performed at the level and in the manner specified in the 2019-2020 Statewide SR Provider Contract.

IN WITNESS WHEREOF, the parties have caused this Extension to be executed by their proper and duly authorized representatives.

**Warranty of Authority.** Each person signing this Extension warrants that he or she is dually authorized to do so and to bind the respective party to the amendment.

\_\_\_\_\_  
**Signature of President/Vice President/  
Secretary/Officer/Owner/Principal/or  
Other Authorized Representative**  
 By Personal Signature  
 By Electronic Signature \*

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Provider's Additional Signatory (If required  
by the Provider)**  
 By Personal Signature  
 By Electronic Signature \*

\_\_\_\_\_  
**Print Name**

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**Signature of Authorized Coalition  
Representative**

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**Print Name**

- By Personal Signature  
 By Electronic Signature\*

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**Title**

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**Date**

*\*By providing this electronic signature I attest that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I confirm that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature. I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature.*