

**School Readiness Provider Policy Handbook**  
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*ELCFH Board of Director policy approval dates are noted under the policy title.*

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## Introduction

*This policy handbook is designed to complement the ELCFH School Readiness Provider Contract and the Statewide Voluntary Prekindergarten Provider Agreement. The provisions in each signed contract are binding and contracted providers bear the responsibility for being well versed in the contract terms and conditions. All policies listed in this document have been approved by the ELCFH Board of Directors; the original approval and most recently revised dates are listed with each policy as applicable.*

*Forms referenced in this policy manual may be found on the ELCFH website ([www.elcfh.org](http://www.elcfh.org)).*

*The following is a listing of applicable federal and state law and rule regulating School Readiness and Voluntary Prekindergarten Programs. Licensing standards for both licensed and licensed exempt programs are also referenced:*

- *Federal Child Care Development Funds Laws (45 Code of Federal Regulations 98):  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_02/45cfr98\\_02.html](http://www.access.gpo.gov/nara/cfr/waisidx_02/45cfr98_02.html)*
- *Florida School Readiness Laws (Section 1002, Florida Statute) and Rules (Chapters 6M-4, Florida Administrative Code; Florida Child Care Development Fund Plan):*
- *Child Care Licensing Standards and Information (Section 1002, Florida Statutes; Chapter 402, Florida Statutes; Chapter 65C-22, Florida Administrative Code, for centers and Chapter 65C-20, Florida Administrative Code, for family child care homes), as applicable:  
<http://www.dcf.state.fl.us/childcare/laws.shtml>*
- *Local Child Care Licensing Standards and Information, as applicable. License exempt programs are expected to comply with all licensing requirements including the use of age appropriate discipline.*
- *Rilya Wilson Act (Section 39.604, Florida Statutes)*

***ELCFH Plan:** the ELCFH is responsible under Section 1002.85, FS for the development and maintenance of a local plan which is focused on services offered to families and child care providers. The Plan is based specifically on local need and is routinely reviewed and revised by the ELCFH Board of Directors.*

*This policy manual and all policies listed within automatically incorporate any future legislative or legal changes as applicable.*

## Definitions

**“At-risk”** refers to children with specific life circumstances as detailed in Section 1002.81, FS. At-risk children are served by the ELCFH via mandated referrals.

**“Client”** refers to any individual who has made application, received benefits or services in either the school readiness or voluntary pre-kindergarten program in Charlotte, Desoto, Hardee or Highlands Counties.

**“Client Services Specialist”** refers to any specialist with the responsibility of determining the eligibility of School Readiness or Voluntary Pre-Kindergarten applicants.

**“Coalition”** means an early learning coalition originally created under s. 411.01, FS. and now defined under Section 1002 FS. This specifically refers to **“Early Learning Coalition of Florida’s Heartland, Inc. (ELCFH).**

**“DCF”** refers to the Florida Department of Children and Families.

**“Early Learning Services”** refers to the provision of school readiness and/or voluntary pre-kindergarten services in Charlotte, Desoto, Hardee, or Highlands Counties.

**“ELCFH”** refers to the Early Learning Coalition of Florida’s Heartland, Inc. (ELCFH) which is responsible for School Readiness service administration including School Readiness provider contract compliance for Charlotte, DeSoto, Hardee and Highlands counties.

**“Established Programs”** refers to early learning programs that have children enrolled and in attendance.

**“Formal Notices of Non-compliance (FNNC) (substantial)”**: is defined as having four or more FNNC in the course of twelve months, or a substantiated Class I violation or five or more substantiated Class II violations. Issued FNNC will be inclusive of failed ELCFH SR and/ or VPK Contract monitors.

**“Immediately”** means without interval of time; as soon as possible.

**“Licensing Standards”** and **“Health and Safety Standards”** refers to standards as specified in Chapter 402.301-402.319, F.S., FL Administrative Code 65c-22, and FL Administrative Code 65c-20.

**“New Provider”** is defined as a legally operating child care provider who was never previously contracted or not contracted with the ELCFH in the past 12 months.

**“Office of Early Learning or OEL”** refers to the state level lead agency for all Early Learning Coalitions in Florida. There are a total of 30 ELCs in Florida.

**“Parent”** means a parent by blood, marriage or adoption, legal guardian or person standing in loco parentis.

**“Provider”** means the individual or business responsible for the provision of early care and education services for children.

**“Reasonable”** means of sound judgment.

**“Reasonable Belief”** means that which any reasonable person, given the same set of circumstances or facts, would believe to be true.

**“School Readiness or SR”** refers to the School Readiness Act as originally defined in Chapter 411.01, F.S; subsequently in Section 1002, FS.

**“USDA”** is the acronym for the United States Department of Agriculture, which oversees the Child Care Food Programs. Providers with serious deficiencies are placed on the USDA Disqualified List and may not be contracted as SR or VPK Providers for the duration of the time that they are on the list (*reference Part 226- Child and Adult Care Food Program; Subpart C- State Agency Provisions*). The duration of time on the disqualified list may be as long as seven years (as determined by USDA).

**“Voluntary Pre-kindergarten Program or VPK”** was originally defined in Chapter 1002, Part V, Florida Statutes; subsequently in Section 1002, FS. and is a free program for all children who are four years old by September 1st and reside in Florida.

**“VPK-POP”** is a VPK provider who has not met the VPK Readiness Rate (Provider on Probation).

## Policies

### **CP1: ELCFH communication with clients regarding contracted child care provider status**

*Originally approved: 10.30.13*

The ELCFH reserves the right to communicate with ELCFH funded parents regarding any sanctions or other business related to the School Readiness or Voluntary Prekindergarten provider contract. Such communication may include notification of a contract review due to non-compliance issues, a provider's probationary status etc. and is solely designed to inform the parents about their selected child care provider.

### **CP2: SR/ VPK Provider Application and Provider Submission Requirements**

*Originally approved: 5.20.08*

*Latest revision: 4.24.13, 6.25.14, 4.29.15*

Any legally operating provider who chooses to apply to be a School Readiness and/ or Voluntary Prekindergarten Provider for the ELCFH must complete the required provider application and submit the required applicable documentation. ELCFH staff will review the application and documentation to determine provider eligibility. Only fully completed application packets will be put forward for the next steps in the review and facility inspection process. Incomplete packets will be returned to the provider. ELCFH application review may include satellite locations owned by the same corporation/ owner within the State of Florida. License exempt providers must also submit a copy of their accrediting/ membership agency's standards and most recent site visit report as a part of the application process.

DCF licensed providers completing applications either for the first time or after a non-consecutive time period (60 days or more) from the previous contract will be required to permit an ELCFH Pre-contract Assurance Inspection on the approved ELCFH form and facilitated by ELCFH staff. In addition, compliance reports posted by the Department of Children and Families will be reviewed.

A provider who rescinds their application to avoid ELCFH contractual sanctions and later submits an application will be viewed as a new provider. A wait period of 90 days between rescinding the application and a new application submission will be encouraged.

Review of the application will include consideration of past contract terminations issued by the ELCFH Board of Directors or Executive Committee. Evidence of transfer of ownership between family members and/ or known associates where key individuals remain in the daily operations and/or management of the facility will result in denial and reminder that the facility must wait a full year to reapply as per the ELCFH Provider Contract Termination policy.

### **CP3: ELCFH Pre-contract Assurance Inspection**

*Originally approved: 5.20.08*

*Latest revision: 10.30.13*

The application process for a provider to serve as a School Readiness and/ or Voluntary Pre-kindergarten Provider will be inclusive of a pre-contract assurance inspection facilitated by an ELCFH staff member utilizing the approved pre-contract inspection tool. Inspections will only be facilitated with established programs to best assess the provider's ability to work effectively with children. The inspection is applicable to new applicants and any application submitted after a break of time in contracting (60 days or longer). The purpose of this inspection is to assure the provider is able to maintain a developmentally appropriate environment for children and is prepared to successfully adhere to the ELCFH School

Readiness Provider Contract and/ or VPK Statewide Provider Agreement. Subsequent inspections as a result of a failed initial/ prior inspection may be unannounced. A wait time of 30-90 days between inspections may be required.

During the inspection, any ELCFH staff observed issues of significant health and safety will be reported to DCF or the applicable approving/ accrediting agency (for license exempt). Results of the inspection will be issued to the provider at the time of the visit if possible (verbally) and via email (written) within 10 days of the inspection. Written communication will include a formal copy of the inspection report and an inspection results letter.

#### **CP4: ELCFH Denial of Provider Application**

*Originally approved: 5.20.08, 10.26.11*

*Latest revision: 10.30.13*

The ELCFH Executive Director has the authority to deny any application from providers deemed significantly non-compliant with DCF licensing standards, with the exception of consecutive year applications submitted by School Readiness providers. Consecutive year applications may be denied by the Executive Director if the conditions which would warrant immediate termination exist (reference ELCFH policy # CP23: Grounds for Immediate Provider Contract Termination). Per the federal regulations governing the Child Care Food Program, Providers on the USDA disqualified list are not able to serve as School Readiness or Voluntary Prekindergarten Providers.

Application denial will be noticed to the provider by the ELCFH in writing within 10 calendar days of the final review and processing of the application materials. Providers who are issued three or more inspection failure/ application denial letters within a six month period will have a waiting period of twelve months for reapplication. In the event of recommended denial of application for a consecutive contract for School Readiness services, the policies and procedures regarding provider contract termination will be applied.

Review of the application will include consideration of past contract terminations issued by the ELCFH Board of Directors or Executive Committee. Evidence of transfer of ownership between family members and/ or known associates where key individuals remain in the daily operations and/or management of the facility will result in denial and reminder that the facility must wait a full year to reapply.

ELCFH approval to serve as a School Readiness and/ or VPK-provider will include review of applicable licensing/ accrediting agency reports to ensure the provider is continuously maintaining a healthy and safe environment for children and is prepared to successfully adhere to the provisions stated in both contracts. If the provider is unable to demonstrate this, the provider application will be denied.

New provider applicants with one or more Class I citations from DCF may be eligible to apply to serve as an SR and/or VPK Provider 24 months after the most recent Class I citation. Provider applicants with five or more Class II citations or a combination of 15 or more Class II/ Class III citations from DCF within the past 12 months will be issued an application denial in writing from the ELCFH Executive Director. The provider will be eligible to reapply after six months from the date of the denial letter only if there are no additional Class II violation citations

ELCFH staff observations of overcapacity, over-ratio or not providing direct supervision of children during the ELCFH Pre-contract monitor will result in an immediate application denial with an imposed

wait period of six month for application resubmission. In such cases, the provider will be notified in writing by the ELCFH Executive Director within ten days of the observation.

ELCFH staff observations of any issue which could be classified by DCF as a Class I violation during the ELCFH Pre-contract monitor will result in an immediate application denial with an imposed wait period of 24 months for application resubmission. In such cases, the provider will be notified in writing by the ELCFH Executive Director within ten days of the observation.

Additionally, inappropriate conduct—by the provider is not acceptable and will not be tolerated. This includes the use of raised voice, choice of offensive and/or hostile, harassing and threatening language, and/or threatening behavior towards ELCFH staff. Such behavior will result in immediate application denial with an imposed wait period of twelve months for application resubmission. The provider will be notified in writing by the ELCFH Executive Director within ten days of the interaction.

**CP5: 90 day introductory period for newly contracted School Readiness Providers**

*Originally approved: 10.30.13*

Newly contracted child care providers will have a 90 day introductory period to assure the provider is equipped to maintain the provisions of the ELCFH School Readiness Provider contract as aligned with Section 1002.88, FS. An inability to maintain alignment with the SR provider contract (ie not able to provide a developmentally appropriate program; not able to maintain general health and safety practices) will result in a contract termination and imposed wait period for reapplication of six months.

**CP6: Contracting Processes for SR and VPK Providers**

*Originally approved: 5.20.08*

*Latest revision: 4.24.13*

All interested providers will register to offer the SR program by completing form OEL-SR-20 including exhibits 1 through 5, and either OEL-SR 20FNN, OEL-SR 20LE or OEL-SR 20L. Upon determination that the provider is eligible to participate in the SR program, the ELCFH shall complete and execute the Statewide School Readiness Contract. The ELCFH shall keep the originally fully executed contract and can execute the copy electronically. This is the same process for the Statewide VPK Agreement.

Prior to the provision of services and issuance of payment for each fiscal year, the provider must apply and be approved to be an SR and/or VPK provider. Providers will be required to apply to serve as a contracted provider on an annual basis. ELCFH approval of a provider to serve as a School Readiness and/ or VPK provider will include review of applicable licensing/ accrediting agency reports to ensure the provider is maintaining a healthy and safe environment for children and is prepared to successfully adhere to the provisions stated in both contracts. If the provider is unable to demonstrate this, the provider application will be denied.

The ELCFH supports all licensed and licensed exempt (public and private centers), family child care homes and informal providers in the provision of quality services. ELCFH staff will visit contracted provider facilities to provide technical assistance as needed to help providers meet the terms of the contract. ELCFH staff is responsible for documenting all training, technical assistance, monitoring visits, contacts and assessments. All documentation will be kept in the provider's file at the local ELCFH office.

Once a signed contract is in the place, the provider will assure immediate program access during operating hours to ELCFH representatives.



## **CP7: School Readiness Provider Requirements for Gold Seal Differential Payments**

*Originally approved: 6.23.10*

Section 402.281 F.S sets forth the authority for the Gold Seal Program that enables child care providers to acquire a “Gold Seal Quality Care” designation if they are accredited by a “nationally recognized accrediting agency.” The Florida Department of Children and Families (DCF) is given the authority to determine which accrediting agencies meet the standards to qualify a child care provider for “Gold Seal” designation; and to address eligibility requirements and enforcement actions. A list of approved accrediting agencies is available at: [www.dcf.state.fl/programs/childcare/goldseal.shtml](http://www.dcf.state.fl/programs/childcare/goldseal.shtml)

DCF bears responsibility for monitoring health and safety requirements for licensed SR child care Providers; licensed exempt providers bear responsibility for the health and safety requirements pursuant to Section 1002.88(c) FS. The ELCFH reviews DCF issued reports to determine provider eligibility for contracting as a School Readiness and/ or Voluntary Prekindergarten Provider.

The ELCFH will apply the same requirements and sanctions to all School Readiness licensed or exempt from licensure Child Care Providers who successfully acquire a Gold Seal Quality Care designation by a DCF approved accrediting agency ss. 402.281 (3) F.S.

Child Care Providers with a Gold Seal designation is eligible to receive a differential payment in the reimbursement rate for a school readiness funded child(ren) attending their facility. The ELCFH Board sets forth the percentage rate of the differential payment, which cannot exceed 20%. Additionally, the total payment amount may not exceed the amount charged by the provider to the general public for the same services.

Reimbursement of the Gold Seal rate is to be initiated the month following the month that written notification has been received by the provider of the DCF Gold Seal status recognition. In addition, the provider must have completed the ELCFH Provider Application Process.

The following outlines circumstances in which the ELCFH will no longer recognize a child care provider’s “Gold Seal” status:

- a) The child care provider fails to maintain compliance with health and safety requirements consistent with 402.281 (3) F.S.
- b) The child care provider’s Gold Seal designation expires.
- c) The child care provider has accreditation from an inactive or unapproved accrediting association.
- d) The child care provider’s Gold Seal status is denied, revoked, suspended or terminated by either DCF or their accrediting agency.
- e) The responsible Gold Seal Accrediting Agency’s approval authority is denied, expired or revoked by DCF.

The ELCFH will withhold the Gold Seal differential payment from the provider upon written notification from the accrediting agency and/or DCF that proceedings have been initiated to deny or revoke the provider’s Gold Seal recognition. The amount of differential payment withheld shall be the amount paid minus the regular reimbursement rate. The provider will continue to receive regular rate reimbursement for the school readiness children in attendance. Should the Provider prevail after exhausting appeal

rights, the ELCFH will reimburse the provider any amount withheld during the period allotted for appeal, and reinstate their status as a Gold Seal provider.

Change of Ownership or Location: Gold Seal certification and resulting School Readiness differential payments do not automatically transfer to a new owner or location. Therefore a child care facility previously receiving the Gold Seal differential rate for school readiness children must be paid at the regular rate until the new owner or location receives Gold Seal accreditation designation.

**CP8: Unlimited Access to SR/ VPK Program by child's parent/ guardian**

*Originally approved: 7.19.06*

All School Readiness and/or VPK approved child care providers will allow unlimited access by the custodial parent/guardian to their child(ren) during normal business hours when the child is in the care of the provider. This is in accordance with DCF rule as well as School Readiness/VPK contracts.

Child care providers who are contracted to participate in the School Readiness and/or VPK programs, will establish a process that allows for unlimited access of the child by the custodial parent/guardian while in the care of the child care provider. Approved School Readiness and VPK providers will post their business hours in a conspicuous location for parents and/or guardians to view. Hours and process for unlimited access to child(ren), will also be included in the provider's business brochure/handbook/rate sheet/flyer.

**CP9: SR/VPK Provider Curriculum/Character Development Requirement and Monitor**

*Originally approved: 12.20.06*

*Latest revision: 10.30.13, 4.29.15*

All Early Learning directors and teachers, providing SR and VPK services, are required to select and implement a developmentally appropriate curriculum and including a character development component, which is based on research and follows the appropriate Florida School Readiness Standards for each respective age group.

- Florida Birth to Five Learning and Developmental Standards
- The Florida Early Learning and Developmental Standards for Four-Year Olds

The VPK provider attests, in the VPK Provider Agreement that their selected curriculum and character development component is developmentally appropriate and is aligned with the appropriate VPK standards. Ongoing mentoring and monitoring visits are conducted by the ELCFH staff to ensure that providers are following their agreement and developmentally appropriate practice

Office of Early Learning Approved School Readiness Curricula can be found on the OEL website at [http://www.floridaearlylearning.com/providers/provider\\_resources/school\\_readiness\\_curriculum.aspx](http://www.floridaearlylearning.com/providers/provider_resources/school_readiness_curriculum.aspx)

Office of Early Learning Approved VPK Curricula: VPK Providers on Probation who select Developmentally Appropriate Curriculum as one of their target improvement areas must select from the list available at:

[http://www.floridaearlylearning.com/providers/provider\\_resources/vpk\\_curriculum.aspx](http://www.floridaearlylearning.com/providers/provider_resources/vpk_curriculum.aspx)

Providers have their choice of developmentally appropriate curriculum along with a character development component, or a combination of curricula, or provider created curricula, to use in their School Readiness and VPK Programs, as long as the program is not a VPK Provider on Probation.

**CP10: SR Provider Program Participation**

*Originally approved: 10.30.13*

Child Care providers who register with the ELCFH to be School Readiness Provider, have the opportunity to partner in the quality based services offered through the ELCFH. These include but are not limited to: child developmental screening, child developmental assessment, technical assistance visits and opportunities for professional development. All activities are designed to improve program quality for children and are all articulated in the ELCFH Plan.

**CP11: SR/ VPK Provider responsibility to the Personal Rights of Children**

*Originally approved: 1.26.11*

The ELCFH believes in respectful and dignified treatment of children. It is expected that this will be evident within the context of the child care experience. Providers have the opportunity to teach children and parents respect by modeling respectful behavior. The below points highlight notable areas of personal rights within the child care setting:

1. Children will have access to that which addresses their most basic of needs. Restrooms, clothing and diaper changes will be automatically available as dictated by their individual needs. Reasonable requests for food and water, the bathroom, and rest will be responded appropriately and positively to by the provider (positive verbal response to child, positive actions to meet the child's request as is reasonable etc).
2. Children will have free mobility as is reasonable and not be contained to: cribs, playpens, bouncy seats, baby swings, highchairs, booster seats or "bucket" tables for more than 20 minutes (and only if happily awake as applicable). Children who are contained and clearly unhappy will receive positive regular provider acknowledgement to the child's needs or by offering an alternate, developmentally appropriate activity. Positive acknowledgement may include talking, singing to the child, picking the child up, reading to the child, offering an alternate activity, etc.
3. Children will have access to activities that are offered in a blend of full group, small group and individually. Children will not be required to stay in a full group for an extended amount of time. Full group activities will be specific to gross motor, circle time activities, and special presentations/ events.
4. Providers/ teachers working with children will be responsive to child communication and cues. Deliberate non-response or ignoring of child requests for food, water, bathroom, less restrictive space, a reasonable change in activity and rest demonstrate disrespect to the child and will not be tolerated by the ELCFH and will be reviewed for possible sanctions.

Extreme instances of non-response and deliberate disrespect of the personal rights of children may result in a recommendation for provider contract termination.

**CP12: Monitoring of SR and VPK Provider Contracts**

*Originally approved: 5.20.08*

*Latest revision: 10.30.13, 4.29.15*

ELCFH staff will conduct unannounced monitoring visits during the time of operation, when children are present, utilizing the authorized School Readiness Provider Contract Monitor tool and Voluntary Prekindergarten Education Program Statewide Provider Agreement Monitoring tool:

ELCFH School Readiness Providers who are exempt from licensure with the Department of Children and Families (excluding those programs maintained by the Department of Education) will also be required to complete, submit a copy to the ELCFH and post a Health and Safety Monitor on an approved tool (Section 1002.88(c), FS).

Programs maintained by the Department of Education are excluded from monitoring.

Contracted providers who refuse efforts by the ELCFH to monitor their programs including delayed entry to the program will be reported to the Executive Director for further guidance. The Executive Director or designee will contact the provider to solicit their immediate compliance (within 10 calendar days). In the event the provider continues to refuse to cooperate with unannounced monitoring visits, the ELCFH has the authority to terminate the provider contract.

Monitoring visits must be documented on the authorized monitoring forms and discussed with the director or designee at the conclusion of the visit. The acknowledgement form must be signed by all parties. A copy of the completed monitor will be scanned and emailed to the provider site within 15 business days. ELCFH staff will address deficiencies with the provider and must make every reasonable effort to educate and assist the provider in complying with the standards. Providers must be given an opportunity to demonstrate their ability to meet the expected standards before any administrative action or disenrollment is made. All copies of completed monitoring forms and other applicable documentation must be maintained in the provider's file.

**CP13: Formal Notices of SR/ VPK Contractual Non-compliance (FNNC)**

*Originally approved: 5.20.08*

*Latest revision: 10.29.14, 4.29.15*

ELCFH staff observed issues of repeated or significant non-compliance regarding health and safety for licensed, licensed exempt, and/or DCF approved Gold Seal providers will result in a Notice of Non-compliance (and subsequent procedures/ requirements as applicable). The issuance of the notice of non-compliance may also be reported to DCF and/ or the accrediting/ membership agency. The ELCFH will maintain citation reports issued by DCF or the applicable licensing/ accrediting agency.

Issues of licensed provider noncompliance regarding health and safety or any other licensing standard, either observed by ELCFH staff or reported from the community, will be reported by ELCFH staff to DCF; such issues for licensed-exempt providers will be reported by ELCFH Staff to the accrediting and/or licensing agency. A notice of non-compliance will be issued to the provider for any licensing standard violations substantiated by DCF as aligned with Section 1002.88(c), FS.

Providers who are observed by ELCFH staff to be over-ratio or not providing direct supervision of children will be disallowed payment in the SR and/or VPK program within the classroom/ carelevel(s) for the day of observation. The ELCFH shall also report the observation to DCF or the applicable approving/ accrediting agency. In addition the provider will be disallowed payment for the classroom(s)/carelevels on the observation date noted on the report and a formal notice of non-compliance will be issued. FNNC will also be issued to contracted VPK providers for expired licenses, teacher certifications and background screening documents as it is the provider's responsibility to maintain current status with the ELCFH.

Pursuant to 1002.88(1)(l) FS, providers are required to maintain general liability insurance and provide the coalition with written proof. This includes coverage for transportation of children if school readiness program children are transported by the provider. All providers must obtain and retain an insurance policy that provides a minimum of \$100,000 of coverage per occurrence and a minimum of \$300,000 general aggregate coverage. Providers must add the Early Learning Coalition of Florida's Heartland, Inc. as a named certificate holder and an additional insured. Florida statute further states that providers must provide the ELCFH with a minimum of 10 calendar days' advance written notice or cancellation or change to coverage. This is in effect for the duration of the provider's contract with the ELCFH. *Failure to comply with this provision may result in both the issuance of a FNNC and a disallowment of payment for the day(s)/ time period of non-compliance.* As of 7.1.2015, failure to comply with this requirement, the Coalition will terminate the contract.

Commission of any Class I violations will result in disallowed payment in the SR and/or VPK programs for the day of observation. The provider's School Readiness and/ or VPK contract will be subject to termination by the ELCFH Executive Director.

A provider who has been issued four formal notices of non-compliance for the same or unrelated issues during a single fiscal year will be referred to the Executive Director for review and possible recommendation for contract probation.

Upon review of the nature of any provider non-compliance issues, the Executive Director may elect to meet with the provider. Providers not accepting of alternate terms to remedy contractual non-compliance will be immediately recommended by the Executive Director for contract termination.

**CP14: SR and VPK Attendance Monitors**

*Originally approved: 6.27.07*

*Latest revision: 4.24.13*

The ELCFH reserves the right to conduct attendance monitors on contracted providers. If selected, providers will be required to submit sign in/sign out sheets as part of a SR or VPK attendance monitor and will be notified in writing of any discrepancy. The provider will have the opportunity to dispute the indicated discrepancy, or provide additional/missing documentation via the ELCFH Grievance process (EM-3). Disallowment of the day(s) of attendance where the discrepancy is unresolved will occur in the next reimbursement cycle.

**CP15: Overpayments to Providers**

*Originally approved: 6.27.07*

*Latest revision: 8.27.08*

If, at any time, a Client Services Specialist identifies that a provider received additional money in excess of the services they provided, regardless of inaccuracy or omission on the part of the parent, provider or ELCFH, the following steps must be taken to recoup the inappropriate expenditure:

- The Client Services Specialist must immediately notify the direct supervisor of the overpayment and the reasons which caused the overpayment.
- The direct supervisor will verbally notify the provider within 3 business days of discovery of overpayment. A follow-up letter will be sent within 5 business days confirming the amount of overpayment and what action is to be taken, with a cc to the Director-Eligibility & Client Services. A copy will be placed in the provider's file.
- If the provider is continuing to provide care for children, then the funds will be recouped through deducting the amount of the overpayment (known as "prior period adjustment") from the funds currently paid to the provider.
- If the provider is not continuing to provide care for children, then the funds must be recouped directly from the child care provider. The ELCFH will arrange a written repayment plan not to exceed 3 months for the provider to repay. The ELCFH finance department will be responsible for tracking and enforcing the repayment plan.
- If the overpayment was caused by a client's failure to provide information that directly affected the eligibility for services, AND there is no evidence that the provider knowingly failed to report such information, then the client will be responsible for repayment of funding. The client must be notified in writing of the amount of repayment to be made. If the sum of money is such that the client cannot immediately repay, then the ELCFH will arrange with the client, a written repayment plan not to exceed three months.
- Copies of all written correspondence and repayment plans will be promptly provided to the local ELCFH office, with a copy to the Associate Director-Contracts & Compliance. The ELCFH finance department will be responsible for tracking and enforcing the repayment plan.

**CP16: ELCFH Quality Committee review of contract or contract application renewal**

*Originally approved: 10.30.13*

The ELCFH Quality Committee will track all FNNC issued to contracted providers and make determinations related to needed probation and contract termination (other than those terminations qualified as "immediate" based on the type of violation sustained by the provider site). The Committee will maintain contact with individual providers as warranted via written documents, conversations, presentations etc. Provider contract probation will be tracked and discussed by the Committee. Any recommendations for contract termination will be heard, reviewed and acted upon by either the ELCFH Executive Committee or the ELCFH Board of Directors.

A letter will be issued to the provider advising of the Quality Committee review and providing important information about presenting information relevant to their program. The provider will be informed of the date, location and other access points (conference call) for the meeting. Families served through the provider site under the applicable contract will be notified of the review.

**CP17: School Readiness Provider Commendation**

*Originally approved: 10.31.12*

*Latest revisions: 10.30.13, 4.29.15*

Commendation will be extended to ELCFH School Readiness providers who demonstrate high quality early care and education services. Evidence will be gathered through an annual School Readiness Provider contract monitor which checks for key School Readiness program elements:

- Provider business liability insurance
- School Readiness Program environment
- Developmentally appropriate curriculum implementation
- Character Development curriculum implementation
- Provider respect for and attention to the personal rights of children
- Involvement of parents in the provider’s School Readiness Program
- Right of parents to unlimited access to their child while attending the School Readiness Program
- Parent handbook and written program policies
- Daily/ timely maintenance of child attendance
- Adherence to child to teacher ratios and site capacity at all times

Provider receiving a score of 80% or higher on the School Readiness Program monitor will receive a commendation certificate acknowledging the provider site as an “ELCFH School Readiness Provider demonstrating excellence in the delivery of the School Readiness Program”. The ELCFH School Readiness Provider Listing will highlight the provider as “commended for School Readiness Program excellence”. Commendations will be effective for one year upon issuance with the expiration date noted on the certificate.

Commendation certificates will reflect the level of monitor score:

- 100% = Gold Level commendation
- 90 – 99% = Silver Level commendation

Commendation may be revoked in the event of serious citations by the ELCFH via formal notices of non-compliance, DCF or applicable accrediting agency. In the event of revocation, the ELCFH will send a letter to the provider for the commendation to be returned. In addition, the posted School Readiness provider listing will indicate that there has been a revocation and the applicable date.

Parents seeking child care resource and referrals information and/ or enrolling their children for School Readiness services will be advised of the ELCFH Provider Commendation process and encouraged to ask prospective providers if they are in receipt of the commendation.

Commendations will be effective for one year upon issuance with the expiration date noted on the certificate. SR Providers who are on contractual probation are not eligible to receive a commendation.

**CP18: ELCFH Executive Committee/ Board of Directors Contract Review**

*Originally approved: 10.30.13*

The Executive Committee will be the first point of referral for any contract termination recommendations outside of the purview of immediate action by the Executive Director. The Committee will also hear appeals (as outlined in ELCFH Policy EM-3) related to provider contract terminations. The Committee can elect to defer final decision regarding provider contract termination or appeal to the Board of Directors. The Board then has the responsibility to determine the final decision. Any decisions made by

the ELCFH Board of Director and/ or Executive Committee regarding provider contract termination are final.

A letter will be issued to the provider advising of the Executive Committee/ Board of Directors review and providing important information about presenting information relevant to their program. The provider will be informed of the date, location and other access points (conference call) for the meeting. The provider will also be advised that their participation in the meeting/ review serves as their appeal to the recommendation for contract termination. Families served through the provider site under the applicable contract will be notified of the review and possible contract termination.

Once the Executive Committee/ Board of Directors has reached a final decision regarding the provider contract, a summary letter will be sent to the provider stating the decision and applicable next steps. A letter will also be sent to funded families advising them of the decision and applicable impact.

### **CP19: School Readiness Provider Contractual Probation**

*Originally approved: 7.18.12*

*Latest revision: 10.29.14, 4.29.15*

A contracted School Readiness Provider will be placed on probation if the site has received four formal notices of non-compliance or five or more Class 2 citations. Sanctions regarding Class 1 citations will be applied as stated in ELCFH Policies #CP13 (*Formal Notices of Non-compliance*) and CP23 (*Immediate Contract Termination*). Class 3 citations related to immunizations/ health records and attendance will be cited as required in Florida Statute 1002.88(1)(j). ELCFH will track all Class 3 citations to be reviewed by the Quality Committee and Executive Committee/ Board of Directors as needed.

- The Provider will be issued a letter stating that their School Readiness contract with the ELCFH has been designated as “probationary due to significant contractual non-compliance issues”. The probation will be in effect for six months.
- The provider will be issued a probation plan with specified provisions in the form of a corrective action plan as determined by ELCFH Management.
- The provider will be required to complete and remain compliant with a corrective action plan with timeline. Failure to complete and submit the corrective action plan by the assigned due date will result in a **recommendation for** contractual termination.
- The provider will be encouraged to consider being mentored by another SR contracted provider site (to be identified by the provider and approved by the ELCFH).
- A letter will be issued to all School Readiness funded families receiving services through the provider. The letter will inform families of the probationary status and will advise them to periodically check the ELCFH website provider listing for a status update.
- The SR Provider listing on the ELCFH website will denote/ code the provider as being on probation.



- A formal report of the provider’s status will be presented to the ELCFH Quality Committee and Board of Directors.

In the event that a DCF or accrediting agency citation (which has resulted in probation) is overturned, the ELCFH will follow the lead of DCF/ the accrediting agency and immediately review the probationary status for the provider.

During the probationary time period, the provider will be visited two to four times monthly. If needed, ELCFH management may assign a second ECE Specialist to support the TA effort. Focus of the visits will be on the corrective action plan in addition to other observed TA needs.

**ACCELERATED PROBATION:**

- Providers with good history as evidenced through DCF Reports and ELCFH monitor reports may be considered for an accelerated (shortened) probation period. All probation work will still be required and the provider must comply with #2 and #10 as noted under process (below) for a period of six months.
- The notation of “on probation” will be removed as of the end date of the shortened probation period if all work has been completed. The provider will be required to sign a statement verifying that they understand that they are still under provisions #2 and #10 of the below stated process (regarding DCF citations).
- A provider may only qualify for accelerated probation once; should the provider re-enter probation at any other time, the provider will be required to comply with the terms of the six month probation timeframe.
- The provider site will be required to facilitate a final presentation demonstrating progress to the Quality Committee.

**CONCLUSION OF PROBATIONARY PERIOD:**

At the conclusion of the probation, a full review of the provider file will be conducted by ELCFH Management with specific attention paid to the following:

- TA notes detailing progress made on the corrective action plan.
- Any substantiated complaint reports, DCF citations, or accrediting agency findings.
- The results of the provider’s contract monitor.
- Any FNNC issued to the provider during the six month probation period.
- Participation in mentoring by another SR contracted provider site as encouraged by the ELCFH.

The results of the review and any needed recommendation of further action will be presented to the Quality Committee. If the provider is found to be compliant, then the probation will be documented as

“resolved” and the provider contract will be restored returned to “regular status”. The provider will be notified in writing of the resolution and the provider listing on the website will be updated.

### **CONTRACT SUSPENSION/ TERMINATION**

If however, after this review, the provider is still found to be non-compliant, then the Quality Committee will determine the next course of action. A provider may be placed on contractual suspension as approved by the Board or Executive Committee if the terms of probation have not been met (*reference ELCFH Policy CP 22: SR Provider Contractual Suspension*). A provider who continues to be contractually non-complaint during the suspension period, or a provider who has deficiencies that warrant additional probation within six months after return to regular status, will be reviewed by the Quality Committee and may be referred to the Executive Committee/ Board for contract termination (*reference ELCFH Policy CP 25: Provider Contract Termination*).

***Process: the provisions of Provider Probation may include (but are not limited to) the following:***

*The Provider site will:*

- Visit other contracted provider sites from an approved ELCFH list.
- Not receive any Class I or II citations and no more than 3 Class III citations during probationary period per inspection report (DCF and/or ELCFH).
- Develop and implement staff training/ professional development program (aside from required classes for DCF).
- Encourage staff attendance at ELCFH workshops, Circles of Care etc.
- Develop checklists and demonstrate implementation for needed oversight of daily maintenance routines (refer to DCF citations) including outdoor area); records maintenance including background screenings needs particular focus.
- Develop written plan for completion of developmentally appropriate lesson plan planning and implementation. Explain how exactly staff adherence to the plan will be enforced. Demonstrate plan adherence though ELCFH observation results.
- Develop written plan for assuring appropriate ratios at all times. Demonstrate plan adherence though DCF and ELCFH observation results.
- Develop plan that ensures that all record keeping tasks are kept current, including enrollment information, Children’s health/immunization forms, staff requirements (First Aid/CPR, in-service).
- Develop and implement policy that assures consistent and accurate attendance (sign-in and out sheets).
- Maintain at least an 80% compliance score on SR monitors.
- Submit monthly written reports to ELCFH Management/ Quality Committee (ELCFH to provider required form).
- Facilitate site specific presentations to the Quality Committee at each scheduled committee meeting (as requested).

*The ELCFH will:*

- Notify all School Readiness funded parents enrolled at the provider site of the provider's probationary status and any follow-up steps including additional management/ Board member review; will also document status on SR Provider listing
- Assure a review by the Quality Committee/ Executive Committee at conclusion of probation period to determine if performance as an SR provider warrants continued contracting, or a contract for the following fiscal year.

**CP20: School Readiness Provider Contractual Suspension**

*Originally approved: 10.30.13 Latest revision: 10.28.15*

Contract suspension may be authorized by the Executive Committee or Board as another option for provider contract sanction. In the event of a suspension, the provider will no longer be authorized as a School Readiness Provider, similar to contract termination, and therefore will not be approved to take new School Readiness enrollments. Families who are receiving School Readiness Services from the site at the time of the suspension will be advised of the sanction and informed that they remain with the provider and have services continue or choose another School Readiness Provider site. The provider will continue to receive on-site School Readiness technical assistance visits and monitors and may be subject to the terms of a probation plan. Contract suspension will be imposed for no longer than a period of 12 months. All policy and procedure related to contract application will still apply. Reapplication and the conclusion of the suspension period may be applied.

Providers who are on probation for the School Readiness contract and breach any of the stated terms, may be placed on immediate suspension by the Executive Director. In the event of such an occurrence, ratification of the action will be requested by the Executive Director at the following Board or Executive Committee meeting. A full report will be provided to the Quality Committee.

**CP21: Grounds for immediate provider contract termination**

*Originally approved: 10.30.13*

The following non-compliance issues will result in immediate provider contract termination and will not require review and decision by the ELCFH Executive Committee or Board of Directors. All action will be subsequently reported by the Executive Director to the Quality Committee and Executive Committee/ Board of Directors:

- Class I citation by DCF/ and/ or approving/ accrediting agency if a history of non-compliance already exists. If no such history exists, then the provider site will be referred for review by the Executive Committee/ Board.
- The provider is not able to maintain contractual compliance during the 90 day introduction period (CP5).
- No longer a legally operating child care provider site (DCF or Approving/ Accrediting Agency; USDA Disqualified listing)
- Any other non-compliance issue in which the Board/ Executive Committee has given express permission to the Executive Director to terminate the applicable contract including terms related to provider probation.

**CP22: Action against Provider by Licensing, Accreditation Agencies or ELCFH**

*Originally approved: 6.27.07*

*Latest revision: 8.27.08*

If official action is taken by DCF or an Accrediting agency against a participating provider’s license such as denial, revocation or suspension, or issuance of a notice to cease operations or withdrawal of approval by a religious exempt authorized agency, the ELCFH Management Team will review the case to determine needed action. At a minimum, the provider will be identified on the “Do Not Refer” list within the CRR system until the matter has been rectified. Payments for School Readiness/ VPK services may also be suspended.

The Director-Eligibility & Client Services must ensure that parents of children attending the particular facility are promptly notified of the pending actions and assist in relocating children to another facility as applicable. Any parent, whose chooses to maintain their child in the identified child care program, may continue on their own and ELCFH funding will cease.

If the final resolution of the licensing action results in a settlement or in favor of the provider, the ELCFH Executive Director will evaluate continued participation by the provider in the Early Learning program if requested by the provider. This also applies to providers operation under 402.3025 and 402.316, Florida Statutes (public schools, non-public schools, and religious exempt facilities) who are similarly adversely affected by their authorizing entity.

The ELCFH will exercise their right to notify any family considering a provider, if the provider has not signed the respective provider agreements; or maintained the standards set forth by the Office of Early Learning, or the ELCFH; has been the subject of administrative sanctions by Department of Children and Families or the accrediting agency responsible for accreditation standing.

**CP23: Provider Contract Termination (including consecutive fiscal year contract application denial)**

*Originally approved: 5.20.08*

*Latest revision: 10.30.13, 4.29.15*

Any contracted School Readiness and/or Voluntary Pre-kindergarten provider, who fails to maintain the standards set forth in law, rule, contract or policy, which poses a health or safety risk to children, or who have provided false or misleading information for purposes of personal gain, or would otherwise create a negative influence for participants of the early learning programs, may be suspended, or terminated at the discretion of the Executive Director of the ELCFH under the direction of the ELCFH Executive Committee and/or Board without benefit of a remedial plan. In such circumstance, a letter will be sent by certified mail, return receipt requested, that details the reasons for dismissal and the provider’s right of appeal consistent with the process addressed in Grievance Policy EM-3.

**Involuntary Termination:**

If the ELCFH Executive Director determines that termination of the provider’s contract is the most appropriate action, the Executive Director will send written notification to the provider which will include:

- The reason for recommended termination
- The proposed effective date
- The provider’s right to appeal as described in the Grievance Policy EM-3.
- The date, time, and location of the contract review meeting (if the termination does not qualify as "immediate" and the recommendation is to be reviewed by the Executive Committee/ Board of Director)

The termination recommendation will then be presented to the ELCFH Board of Directors and/ or Executive Committee for review and final decision. The Executive Director will advise the provider of the final decision as determined by the ELCFH Board of Directors and/ or Executive Committee. All decisions made by the ELCFH Board of Directors and/ or Executive Committee regarding provider contract termination are final.

**Voluntary Termination:**

At any time, the provider and ELCFH may mutually agree to terminate the contract. The provider must give written advance notice of the termination at least 30 calendar days in advance so that alternative arrangement for uninterrupted services may be made for children enrolled with the provider in the School Readiness and/ or Voluntary Pre-kindergarten programs.

**ELCFH Equipment and Materials:**

Providers who are no longer contracted with the ELCFH to provide School Readiness services will be required to return all equipment and materials purchased with ELCFH funds within the last 24 months or less. Purchased materials and equipment are documented and maintained in the provider's file. The provider will coordinate with ELCFH staff to arrange for the collection of said equipment and materials. The ELCFH reserves the right to withhold funds from the final provider School Readiness and/or VPK payment for any materials and equipment not returned or returned in less than good condition.

**Notice to Parents:**

In the event of contract termination, whether voluntary or involuntary, a ten calendar day notification will be sent by ELCFH staff to parents of children enrolled in ELCFH programs. Parents will be provided an opportunity to make a choice to continue their child in the care of another provider. Parents may choose to remain with the existing provider, however, the parent will be advised that their child is no longer enrolled in the ELCFH program and funding will cease. The provider will receive a copy of the communication to families.

**CP24: Application after Contract Termination**

*Originally approved: 6.27.07*

*Latest revision: 4.24.13*

A child care provider whose contract has been terminated by the ELCFH Board of Directors and/ or Executive Committee as a provider of school readiness and/ or voluntary pre-kindergarten services will be able to submit an ELCFH provider contract application no sooner than one year after the original contract termination date. Submitted applications will be reviewed by the ELCFH Board of Directors and/ or Executive Committee. If the submitted application is not accepted by the ELCFH Board of Directors and/ or Executive Committee, then the applicant must wait one year from the time of the application rejection to submit another application.

Reinstatement of any child care provider to the School Readiness program after termination by the ELCFH with or without cause will be at the discretion of the ELCFH Board of Directors and/ or Executive Committee and/or Board. The ELCFH retains the right, at its sole discretion to refuse to contract with any provider.

**CP25: School Readiness Program Contracting with Child Care Providers who are not within the ELCFH four county service area**                                 *Originally approved: 6.25.14 Latest revision: 10.28.15*

The following policy pertains to child care provider sites outside of the four county ELCFH service area and contracted with the ELCFH to provide School Readiness services. The ELCFH will attempt to initiate and maintain MOUs with two year term limits with neighboring ELCs regarding respective contracted School Readiness providers in an effort to collaborate and avoid duplication of monitoring activities, program assessments, technical assistance activities and the like. The below items are specifically outline the role of the respective ELC within the service area:

Each ELC is responsible for direct oversight of activities related to contractual monitoring, technical assistance, and contractual compliance/ non-compliance and the like within the respective service area. The ELCFH will not provide these services to contracted child care providers who are outside of the four county service area.

The ELCFH will not contract with an out of county provider who is not contracted with their local ELC.

As a partnering ELC (under the auspices of a signed memorandum of agreement), the ELCFH will authorize the release of the following to the partner ELC as requested:

- provider program evaluation results
- provider program monitoring results
- ELCFH technical assistance documentation
- provider compliance notices including programmatic probation status and related documentation
- Notification of provider contract termination

In the event of contractual non-compliance on the part of an out of county provider, the ELCFH will send written communication to the provider and the applicable ELC. Continued non-compliance will result in review by the ELCFH Quality Committee and Executive Committee/ Board of Directors as recommended.

**EM-3: Right to Grievance by provider or parent enrolled in School Readiness/VPK program**

*Originally approved: 7.19.06                                 Latest revision: 10.28.15*

*Note: a copy of the grievance submission form can be found of the ELCFH website at [www.elcfh.org/provider-resources/school-readiness forms](http://www.elcfh.org/provider-resources/school-readiness-forms).*

*Informal mediation: NOTE: this section currently under review by management team*

The parent or provider must notify the ELCFH of the grievance issue in writing with supporting documentation if applicable within 30 days of its occurrence. The applicable manager will review the grievance issue to determine if a typical non-compliance issue on the part of the parent or provider exists (examples of typical non-compliance issues are: 1. non-submission of required paperwork by specified due date with no communication to the applicable specialist; 2. non-response to letters of invitation for enrollment appointment; 3. failure to notify applicable specialist of changes in 10 calendar days as noted in the Parent Rights and Responsibilities; 4. not eligible for ELCFH services).

Within five business days of receipt, the issue will be reviewed by the appropriate Associate Director. The director will advise the parent or provider in writing of the decision.

*Formal mediation:*

Issues that appear to have special or irresolvable circumstances will be forwarded to the ELCFH Executive Director or designee for review within five days after review by the direct supervisor and Associate Director. Such circumstances are defined as issues which are out of the parent or provider's scope of immediate influence and are supported by applicable documentation and/or issues involving ELCFH staff. Depending on the nature of the grievance, the Executive Director or designee may elect to engage others from the ELCFH management team and other staff for review, discussion and resolution. The Executive Director will review all pertinent documentation and may communicate directly or meet with the parent or provider.

If the Executive Director or designee is not able to resolve the grievance within five business days after receipt, the issue will be forwarded to the ELCFH Executive Committee for review. If additional time is needed for the Executive Director or designee to conduct research regarding the grievance, the parent or provider will receive written notification which will include an anticipated date of decision.

A meeting will be posted within 10 days of issuance from the Executive Director for the Executive Committee to review and resolve the grievance. If additional time is required to call the meeting, the parent or provider will receive written notification which will include an anticipated date for the meeting.

During the meeting, the Executive Committee may choose to hear accounts from any and all involved in the grievance including ELCFH staff and management and ELCFH legal counsel. A final decision by the Executive Committee will be issued in no more than 30 days of the final meeting date.

Decisions made by the Executive Committee will be reported to the full Board at the next regularly scheduled Board meeting. At the Executive Committee's discretion the issue can be forwarded to the ELCFH Board for further discussion and final resolution.

Written follow up from the ELCFH Executive Director or designee will be issued to the parent or provider within ten days after the final decision is determined.

As warranted, due process procedures will be followed for provider based disputes as outlined in the School Readiness Provider Contract Form OEL –SR 20, Exhibit 5 and the Voluntary Prekindergarten Provider Contract Form OEL –SR 20, Exhibit 2. All decisions of the Executive Committee or ELCFH Board of Directors and/ or Review Hearing Committee are final.