

# Early Learning Coalition of Florida's Heartland, Inc.

**Policy snapshot:** The purpose of the below policy is to provide an overview and guidance regarding School Readiness and VPK provider adherence to the Early Care and Education School Readiness Program Provider Contract and/or the VPK Agreement.

<b>P U R P O</b>	<b>Subject:</b> SR/ VPK Provider Contract, Compliance and Monitoring		<b>Policy/Procedure #</b> SR/ VPK- 1
	<b>Page:</b> 1 of 5	<b>Adoption Date:</b> 6.27.07	<b>Revision Dates:</b> 5.20.08; 2.25.09; 5.20.09; 8.10.09; 8.26.09
	<b>Approved by:</b> ELCFH Board		<b>Title:</b> Ed Osborne, ELCFH Board Chair
	<b>Distribution:</b> All Eligibility Management Policy/Procedure Manuals; All Contracted School Readiness and VPK Providers		<b>Authority References:</b> Associate Director- Contracts and Compliance; Associate Director: Quality Programs

**SE:** The purpose is to validate the provider compliance with law, rules and regulations of the program and terms of the contract and also to establish expectations for monitoring all child care providers serving children in Charlotte, DeSoto, Hardee and Highlands's counties.

II. **CONTACT:** Anne Bouhebent, Executive Director

III. **POLICY:** This policy sets minimum standards for ensuring compliance of all contracted providers serving children, and the outcomes for failure to comply with those standards. This policy automatically incorporates any future legislative or legal changes as applicable.

IV. **RATIONALE:** State law requires providers meet specific standards and responsibilities. Providers sign the School Readiness Provider Contract and the Voluntary Prekindergarten Education Program Statewide Provider Agreement with the Early Learning Coalition of Florida's Heartland and agrees to meet those standards and responsibilities.

V. **DEFINITIONS**

"**At-risk**" refers to children with specific characteristics as detailed in FS 411.202. At-risk children are served by the ELCFH via mandated referrals.

"**ELCFH**" refers to the Early Learning Coalition of Florida's Heartland, Inc. (ELCFH) which is responsible School Readiness and Voluntary Prekindergarten service administration for Charlotte, DeSoto, Hardee and Highlands's counties.

"**Provider**" means the individual or facility responsible for the provision of early learning services for children.

"**School Readiness**" refers to the School Readiness Act in Chapter 411.01, F.S.

“VPK” means Voluntary Pre-Kindergarten Education Program pursuant to Chapter 1002, Part V, Florida Statutes.

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

“Licensing Standards” and “Health and Safety Standards” refers to standards as specified in Chapter 402.301-402.319, F.S.

VI. **PROCEDURE:**

1. All contracted child care providers will receive the School Readiness Provider Contract and/ or the Voluntary Prekindergarten Education Program Statewide Provider 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. Once approved, the provider must sign the contract and submit to the local ELCFH office.
2. 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 all 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 annual evaluations. All documentation will be kept in the provider’s file.
3. ELCFH staff will conduct monitoring visits utilizing the authorized School Readiness Provider Contract and Voluntary Prekindergarten Education Program Statewide Provider Agreement Monitoring Forms:
  - a. 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 monitored by ELCFH staff utilizing the authorized Health and Safety Checklist (addendum to the Monitoring Form).
  - b. 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).
  - c. 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.
4. Each contracted provider must be monitored a minimum of once a year (per contract) during the time of operation, when children are present. Monitoring visits will be unannounced. The provider must permit entry to ELCFH staff and without delay. Programs maintained by the Department of Education are excluded from monitoring.
5. Contracted providers who refuse efforts by the ELCFH to monitor their programs including delayed entry to the program will be reported to the Associate Director and 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 following procedures addressed in policy.

6. Monitoring visits must be documented on the authorized monitoring forms and discussed with the director or designee at the conclusion of the visit. Each form must be signed by all parties and copies given to the provider at the time of monitoring. 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.
7. Providers who are observed by ELCFH staff to be either overcapacity or over-ratio will be disallowed payment within the classroom (s) for the day of observation. The ELCFH shall also report the observation to DCF or the applicable accrediting agency. In addition, in the event that a report is initiated and issued by DCF or the applicable accrediting agency citing that the provider has been found to be overcapacity or over-ratio, the provider will be disallowed payment for the classroom(s) on the observation date noted on the report. A formal Notice of Non-compliance will be issued.
8. Providers who submit sign in/sign out sheets as part of a SR or VPK attendance monitor will be notified in writing of any discrepancy. Within 10 calendar days the provider has the opportunity to either dispute the indicated discrepancy, or provide additional/missing documentation. Disallowment of the day(s) of attendance where the discrepancy is unresolved will occur in the next reimbursement cycle.
9. The Notice of Non-Compliance and subsequent 10 calendar day warning will be issued only after documented reasonable measures have been taken to resolve an issue of ELCFH contractual non-compliance. The Notice of Non-Compliance shall be submitted to the provider within 10 calendar days to directly address issues identified. A corrective action plan must be submitted to the ELCFH by the provider within 10 calendar days. A re-inspection will occur within 30 calendar days upon receipt of the corrective action plan. Additionally, resources to assist in adequately addressing these areas will be provided. A current report of all Notices of Non-Compliance will be provided to the ELCFH Board of Directors.
  - (a) Failure to submit the corrective action plan within 10 calendar days will result in an immediate issuance of a Notice of Non-Compliance: Second Notice. The Notice of Non-Compliance: Second Notice will state that the provider is required to submit a corrective action plan within 10 calendar days.
  - (b) If the corrective action plan is not submitted, a Notice of Non-Compliance: Third Notice will be issued and the contract termination process will begin.
  - (c) Parent notification of provider non-compliance: all Notices of Non-compliance will be recorded on the applicable provider listing as provided to parents by request and on the listing maintained on the ELCFH website.
10. If the re-inspection for the Notice of Non-Compliance verifies that the provider has satisfactorily met compliance, then ELCFH staff will document the compliance. A copy of the re-inspection report will be sent to the provider and the Associate Director. All copies will be maintained in the provider's file.
11. If the provider fails to comply with the corrective action plan, a Notice of Non-Compliance: Second Notice will be submitted to the provider and a copy will be placed in the provider's file. The Notice of Non-Compliance: Second Notice will identify the areas of non-compliance, the statute, rule or regulation violated and information on how to remedy the non-compliance within a reasonable time period for correction.
12. The Notice of Non-Compliance: Second Notice must be signed by the ELCFH staff person issuing the notice and the provider. In the event the provider refuses to sign, ELCFH staff will document the

provider's refusal directly on the form and leave a copy with the provider. A copy of the Notice of Non-Compliance: Second Notice will be immediately provided to the Associate Director and/or Executive Director.

13. ELCFH staff will re-inspect the provider site that has been issued a Notice of Non-Compliance: Second Notice. The re-inspection will take place no more than 30 calendar days from the date the provider is issued the Notice of Non-Compliance: Second Notice.
14. If the re-inspection for the Notice of Non-Compliance: Second Notice verifies that the provider has satisfactorily met compliance, then the ELCFH staff will document the compliance. A copy of the re-inspection report will be sent to the provider and the Associate Director. All copies will be maintained in the provider file.
15. If the re-inspection for the Notice of Non-Compliance: Second Notice verifies that the provider has not successfully met compliance, a Notice of Non-Compliance: Third Notice will be issued and the process of terminating the contract will begin.

## VII. TERMINATION OF CONTRACT

### 1. 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 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 Director and/ or Executive Committee regarding provider contract termination are final.

Termination of the School Readiness Provider Contract or the Voluntary Prekindergarten Education Program Statewide Provider Agreement for non-adherence to Health and Safety Standards will result in a full termination of any contracts between the provider and the ELCFH. Providers who hold a Voluntary Prekindergarten Education Program Statewide Provider Agreement and are license exempt must adhere to all of the accrediting association's accreditation standards. Violations of said standards will result in Voluntary Prekindergarten Education Program Statewide Provider Agreement termination.

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.

## 2. 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 arrangements for uninterrupted services may be made for children enrolled with the provider in the School Readiness and/ or Voluntary Pre-kindergarten programs .

## 3. 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. 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.

## 4. 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.

## VIII. APPLICATION DENIAL

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. The review will include the provider's current status with the ELCFH and compliance reports posted by the Department of Children and Families and/ or the appropriate accrediting agency.

License-exempt providers completing applications either for the first time or after a non-consecutive time period from the previous contract will be required to permit an ELCFH Health and Safety Standards check on the approved ELCFH Health and Safety Standards monitor form and facilitated by ELCFH staff. The submitted application will not be reviewed or processed until the ELCFH Health and Safety Standards check has been completed.

The ELCFH Executive Director has the authority to deny any application from providers deemed significantly non-compliant with basic Health and Safety standards as stated in licensing standards, with the exception of consecutive year applications submitted by School Readiness 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 may reapply once documentation from the appropriate entity verifying correction of the violation(s) is obtained.

In the event of recommended denial of application for a consecutive contract for School Readiness services, the above stated policies and procedures regarding contract termination (Section VII: Termination of Contract) will be applied.

## IX. DISPUTE RESOLUTION

Any provider who is issued a Notice of Non-Compliance, terminated for non-compliance or receives an application denial has a right to address the action in accordance with the Grievance Policy EM-3.