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| <b>Policy:</b><br><b>ELCPC-61.2</b>     | <b>Title: School Readiness Provider Eligibility and Enforcement Policy</b> |                                |
| <b>Coalition Plan:</b><br><b>V.A.3.</b> | <b>Board Approved: 9/27/18</b><br><br><b>OEL Approved: 6/26/19</b>         | <b>Effective Date: 6/26/19</b> |

**References:** OEL-SR20, Statewide School Readiness Provider Contract  
 OEL SR20LE,  
 OEL-SR 20L,  
 OEL-SR20FFN  
 Chapter 1002 F.S.,  
 6M-4.610, F.A.C, SR Provider Contract  
 6M-4.620, F.A.C., SR Health and Safety Checklists and Inspections 6M-4.630., F.A.C., SR Provider Contract Monitoring Tool  
 6M-4.740, F.A.C. Program Assessment Requirements for the School Readiness Program  
 6M-4.741, F.A.C. Program Assessment Threshold Requirements for the School Readiness Program

**Purpose:** To outline enforcement actions with School Readiness providers who fail to comply with the terms of the Statewide School Readiness Provider Contract.

**Background:**

This Coalition policy and procedure is inclusive to all caregiver settings: licensed childcare centers, licensed family childcare homes, licensed exempt childcare centers, and informal providers receiving School Readiness (SR) funding. It is the intent of the Early Learning Coalition of Pinellas County, Inc. to ensure the health, safety, and development of all School Readiness children and to maintain compliance of the program requirements delivered by School Readiness providers in accordance with federal, state, and local guidelines.

The Florida Office of Early Learning has established eligibility requirements for contracting to provide services in the School Readiness program through Rule 6M-4.610. This Rule also publishes the Statewide School Readiness Provider Contract, Form OELSR 20; which further defines the requirements for the SR program. This contract include enforcement procedures that authorize local Coalitions to act when a



contracted Provider fails to deliver services that meet requirements or endangers the health and safety of children. Providers must demonstrate the capacity to meet the requirements of the contracts, Rules, statutes, and associated regulations; including their ability to meet the conditions required to maintain their legal operating status; and adherence to the licensing, accreditation and/or SR health and safety standards that are critical to the health and safety of the children in their care.

## **Policy:**

### **I. Contract Eligibility**

The following are both pre-requisites for contracting as well as requisites for current contracts. Current contracts may be terminated if any of the following requirements are not met.

- A. Effective July 1, 2018, the Early Learning Coalition may refuse to contract with a SR provider or revoke a SR provider's eligibility to deliver the School Readiness Program if the provider has been cited for a Class I violation by the Pinellas County License Board for Child Care Centers and Family Day Care Homes for SR health and safety standards within 24 months of contracting. This threshold is not an absolute, but a minimum that triggers the requirement to evaluate the provider's performance and render a decision regarding their contracting eligibility. The CEO shall review applications and reapplications per procedure and is responsible for monitoring the current status of all contracted Providers and taking necessary action as required. All extenuating circumstances, past performance of the provider, and precedence in similar circumstances shall be taken into consideration, with an emphasis placed on the health and safety of children, when determining a provider's eligibility to contract, or to continue contracting.
- B. Beginning with the 2019-2020 School Readiness contract year and subsequent years, all School Readiness providers serving children from birth to kindergarten entry must have a program assessment conducted and meet the contract minimum threshold to be eligible to participate in the School Readiness program unless exempt. Exemption criterion are outlined in *ELCPC 61.2.4 School Readiness Program Assessment Policy*.



- C. For the purposes of this subsection “individual associated with a provider” means an individual or family member of an individual who, regardless of compensation, holds a management position, oversees the operations of a provider, or is an officer, shareholder, beneficial owner or member of the board of directors of a provider. A provider shall not be eligible to contract to offer the SR program if any of the following circumstances apply:
1. The provider is on the United States Department of Agriculture National Disqualified List;
  2. An individual associated with the provider was, or is, associated with another provider that is on the United States Department of Agriculture National Disqualified List;
  3. The provider has been terminated from participation in the program due to fraud and is currently not eligible to participate in the School Readiness program or VPK program;
  4. An individual associated with the provider was, or is, associated with another provider that has been terminated from participation in the program due to fraud and is currently not eligible to participate in the School Readiness program or VPK program;
  5. The provider is currently ineligible to participate in the program pursuant to Section 1002.88(2), F.S.
  6. An individual associated with the provider was or is associated with another provider that is currently ineligible to participate in the program pursuant to Section 1002.88(2), F.S.
  7. For multi-site providers, such as corporate chains or school districts, SR program ineligibility identified in paragraphs (5) and (6) above, is per site, and may not apply to all locations unless specifically determined otherwise by the coalition. In determining ineligibility of multi-site providers, the coalition shall consider the following factors: the severity of the provider’s actions leading to the ineligibility, the health, safety and welfare of children enrolled at the provider sites, the financial impact of the provider’s actions, the impact that ineligibility would have upon the local community, consistency with coalition’s actions against other providers for similar violations of the Contract or program requirements, the length of time that provider provided services under the contract with the coalition, and whether the provider had previously violated the terms of the Contract and prior contracts with the Coalition.

*D. By Rule 6M-4.610 when a provider is removed from eligibility it is not just the owner and directors that lose their eligibility but all persons involved in operations and management; to include the facility Director, Assistant Director, or any staff listed on a provider's application Owner/Operator Information Form that were given authorization to sign contractual and financial documents on behalf of the company. The definition of "family member of an individual" for the purposes of enforcement of this policy is a spouse or significant other, a parent, sibling, or child, or any other individual residing in the household where:*

1. Parent includes: father, mother, father-in-law, mother-in-law, stepfather, or stepmother.
2. Child includes: son, daughter, son-in-law, or daughter-in-law, step-son or step-daughter.
3. Sibling includes: brother, sister, step-brother, step-sister, half-brother, half-sister, and all spouses of these siblings (brothers-in-law and sisters-in-law).
4. Family also includes: grandparents, aunts, uncles, nieces and nephews, and first cousins.

## **II. Enforcement**

### **A. Contract Minimum Threshold, Composite Program Assessment Score**

In accordance with Rule 6M-4.740, F.A.C. providers that meet the contract minimum threshold score but do not meet the quality improvement threshold shall be placed on a Quality Improvement Plan (QIP), in accordance with the School Readiness Contract, for 12 months. A Quality Improvement Plan refers to targeted 12-month plan to improve program quality using performance goals and strategies specific to the noncompliance within the program assessment threshold.

### **B. Corrective Action for Contract Noncompliance Unrelated to Program Assessment**

If the Coalition determines a provider has failed to comply with the School Readiness Provider Contract and concludes that corrective action will resolve the noncompliance, the provider will be notified in writing. The notice will identify the specific requirement the provider has failed to meet and a detailed description of required corrective action and timeline for completion. Coalition staff will verify satisfactory completion of corrective action and provide confirmation in writing to the provider.

### **C. Probation**

If the provider fails to complete corrective action in the designated timeframe or has multiple corrective action plans within the same contract year, the provider will be placed on probation for up to 6 months. Terms of probation will be determined by Coalition staff and will specifically relate to the areas of noncompliance. Probation may



include one or more of the following conditions: training or staff development, monitoring or technical assistance, submission of documentation related to the violation. The Coalition will notify the provider in writing of the terms and duration of the probation. If the provider has not satisfactorily completed the terms of its probation by the end of the contract term, the provider will still be held accountable for the terms of the probation of the previous contract if the provider remains eligible to deliver the School Readiness Program and executes a new contract with the Coalition.

#### **D. Financial Consequences**

Noncompliance related to insurance, background screenings, reporting suspected abuse or neglect, child attendance documentation or child ratios will result in nonpayment for school readiness funded children for the affected days. Note: For the purposes of general liability insurance coverage, policy reinstatements conditional on a “no loss” letters will be considered a lapse in general liability insurance.

#### **E. Terminations**

The coalition has the right to terminate a provider’s contract for cause at any time, pursuant to the School Readiness Provider Contract. The following are grounds for termination for cause:

- (a) Action, or lack of action, which immediately threatens the health, safety or welfare of children; **or**
- (b) Failure to comply with the terms of the provider’s contract, including failure to implement corrective action or comply with the terms of probation.
- (c) Providers that have been on a Quality Improvement Plan for 12 months and do not meet or exceed a 3.00 composite program assessment score at the next annual program assessment will have their School Readiness Contract terminated by the coalition in accordance with Rule 6M-4.740., F.A.C.

##### **1. Termination for Cause**

In the event of a termination for cause, providers will be notified ten (10) business days prior to the effective date. Parents of School Readiness funded children will be notified at least five (5) business days prior to the termination date that the funding for this Provider’s program will cease. CCR&R staff will assist parents in finding alternate care. Parents choosing to keep their child enrolled with the terminated Provider will forfeit their School Readiness scholarship.

##### **2. Emergency Termination**

- a. The Coalition must immediately terminate a provider’s School Readiness Contract upon notification from Child Care Licensing that actions or inactions of a provider pose an immediate and serious danger to the health, safety or welfare of children.



- b. Other violations involving emergency termination include failure to maintain status as an eligible childcare provider and failure to obtain written approval from the Coalition prior to transferring or assigning the Contract to another entity, corporation, or owner.
- c. In the event of an emergency termination, the Coalition will notify the provider by sending the provider written notice of emergency termination at least twenty-four (24) hours prior to termination. CCR&R staff will assist parents in finding alternate care. Parents choosing to keep their child enrolled with the terminated Provider will forfeit their School Readiness scholarship.

## **F. Revocation of Eligibility**

### *1. Revocation Related to Contract Minimum Threshold*

- a. The Coalition shall terminate the contract if the provider refuses to participate in required Program Assessment, refuses to participate in Quality Improvement Plan or fails to maintain the Contract Minimum Threshold Score, in accordance with Rule 6M-4.741, F.A.C. unless the Coalition has determined the Provider essential to meeting local child care capacity needs based on the Community Assessment as approved in the Coalition's SR Plan pursuant to Rule 6M-9.115, F.A.C. This is considered termination for cause and is subject to the notice requirements of section E. 1.
- b. Providers that have been on a Quality Improvement Plan for 12 months and do not meet the Quality Improvement Threshold at the next annual program assessment shall have their current School Readiness contract terminated by the Coalition and will not be eligible for a subsequent School Readiness Contract for a period of one contract year.
- c. Providers that fail to complete the Quality Improvement Plan within a 12-month period shall have their current School Readiness contract terminated by the Coalition and will not be eligible for a subsequent School Readiness Contract for a period of three contract years.
- d. Providers that refuse to participate in program assessment requirements, refuse to participate in a Quality Improvement Plan or are on a Quality Improvement Plan for more than one consecutive 12-month period or for more than 2 years in a 5-year period shall have their current School Readiness contract terminated by the Coalition and will not be eligible for



a subsequent School Readiness Contract for a period of five contract years.

2. Revocation of Eligibility for any other Noncompliance

- a. A provider whose School Readiness Provider Contract has been terminated due to violations of Florida Statutes, Florida Administrative Code, terms of the Contract, or provider misconduct may be ineligible to execute a new School Readiness Contract for five (5) years from the date of termination.
  
- b. In the event that a School Readiness Provider Contract eligibility has not been revoked for a period of (5) years, the provider may not enter into another contract for the remainder of the current contract year.