



SERVICE DELIVERY & EFFICIENCY COMMITTEE MEETING AGENDA

Tuesday, January 30, 2018
6800 N. Dale Mabry, Suite 134
Tampa, Florida 33614
Call-in: 866-866-2244
Access Code: 5194796

I. CALL TO ORDER

- A. Quorum Verification
- B. Approval of minutes from November 3, 2017 Service Delivery & Efficiency Committee Meeting (Pg. 2)

II. PUBLIC COMMENT I

Individuals wishing to address the Early Learning Coalition of Hillsborough County Board of Directors must complete a Public Comment Request Card and submit it to the official recorder prior to the noticed start time of the meeting. Said comments will be limited to three (3) minutes per individual on a first come, first serve basis, and only at such time as is identified on the official meeting agenda for public comment. All public comment in Public Comment I must pertain to an item on the approved agenda.

III. OLD BUSINESS

IV. ACTION ITEMS

- A. Voluntary Pre-Kindergarten Contract Progressive Enforcement Procedures (Pg. 4)

V. DISCUSSION ITEMS

- A. Emergency Preparedness Plan
- B. School Readiness Fraud

VI. ADJOURNMENT

UPCOMING MEETINGS

Board of Director's Meeting- February 12, 2018 at 3:00 pm

Executive/Finance Committee Meeting- March 26, 2018 at 3:00 pm

UPCOMING EVENTS

Day of Play-Sunday, February 25, 2018 at Al Lopez Park from 10:00 am to 2:00 pm.



**SERVICE DELIVERY &
EFFICIENCY COMMITTEE
UNAPPROVED MINUTES**

Friday, November 3, 2017 at 11:00 am.
6800 N. Dale Mabry, Suite 134
Tampa, Florida 33614

MEETING ATTENDANCE

Facilitator: Angela Chowning, Chair

Committee Members Present:

Angela Chowning, Dr. Daphne Fudge, Mary Hancock, Dr. Jacquelyn Jenkins*, and Liz Welch

Committee Members Absent:

Board Members Present:

Marie Caracciola

ELCHC Staff:

Sharon Hayes, Kelley Minney, and Karen Perkins

Other Attendees:

Rebecca Lopez and Sandra Show

*Indicates attendance by phone.

CALL TO ORDER

Quorum Verification

Noting a quorum had been established, Chair Chowning called the meeting to order at 11:03 am.

**Approval of September 25, 2017 and October 23, 2017 Service Delivery & Efficiency
Committee Meeting Minutes**

Mary Hancock made a motion to accept the September 25, 2017 and October 23, 2017 Service Delivery & Efficiency Committee meeting minutes. Liz Welch made a second. The motion carried unanimously.

PUBLIC COMMENT

There was no Public Comment.

OLD BUSINESS

Hurricane Preparation & Recovery Plan

Chair Chowning recommended that the Committee develop a Hurricane Preparation and Recovery Plan for the child care community to ensure continuity of care during a disaster. Ms. Sharon Hayes, ELCHC Provider Services Manager, stated that families and children displaced by Hurricane Maria would not be required to provide proof of residency or proof of child's date of birth to apply for Voluntary Pre-Kindergarten (VPK) program. Ms. Karen Perkins, ELCHC Chief Program Officer



added that School Readiness families that had a referral from Metropolitan Ministries or the Homeless Coalition would be considered priority 2, but families that did not have a referral would be placed on the waitlist.

ACTION ITEMS

Voluntary Pre-Kindergarten (VPK) Progressive Enforcement Plan

The Committee reviewed the amendments to the VPK Enforcement Plan from the October 24, 2017 Committee meeting and made the following changes:

1. The VPK Program does not maintain adequate attendance records as specified by 6M-8.305 F.A.C.
 - 1st occurrence, 2nd & 3rd sentence- The provider shall not be reimbursed for any children whose attendance has **"not"** been adequately documented. Provider shall be required to upload attendance forms via the provider portal within ten (10) business days of month end.
 - 3rd occurrence- All attendance records will be monitored. Any/all attendance does not have supporting documentation signed by parents will be disallowed. Contract ~~may be subject to termination~~ **shall be terminated for a full calendar year.**
2. Provider does not adhere to the VPK ratio and/or group size requirements.
 - ~~2nd Occurrence~~ 1st occurrence- Program will not be reimbursed for services delivered that are not in compliance with ratio and/or group size and must submit a corrective action plan. Program will be subject to additional monitoring.
 - ~~3rd Occurrence~~ 2nd occurrence- Contract will be terminated for a minimum of twelve (12) months.

Dr. Daphne Fudge made a motion to accept the Voluntary Pre-Kindergarten (VPK) Enforcement Plan as amended in today's meeting. Liz Welch made a second. The motion carried unanimously.

DISCUSSION ITEMS

There were no Discussion Items.

ADJOURNMENT

Citing no further business, at 12:05 pm Dr. Daphne Fudge made a motion to adjourn the meeting. Liz Welch made a second. The motion carried unanimously.

ACTION

ITEM IV.A.

ISSUE:	Voluntary Pre-Kindergarten Contract Progressive Enforcement
FISCAL IMPACT:	Not applicable
FUNDING SOURCE:	Not applicable
RECOMMENDED ACTION:	Approved the revisions to the School Readiness Contract Progressive Enforcement Procedures

NARRATIVE:

A staff review of the document revealed that several enforcement actions had been omitted from the progressive enforcement document. As a result, staff developed draft language which was submitted with the Committee's original document to Steve Lee, the Board's attorney for review.

Mr. Lee made the following suggestions:

1. Relating to the USDA Disqualification list the statute prohibits entering into a contract with a disqualified provider (or a provider sharing an officer or director of a disqualified provider) but does not contain a time limit. Would suggest the following: "Contract will be terminated immediately. Provider will be ineligible to enter into a new contract until removal from the disqualification list."
2. On all entries dealing with terminations for a period of years--technically, each contract is for a one year period. Suggested revision: "the provider will be ineligible to enter into a new contract or a period of ___ years."

Revisions to the document have been highlighted.

Voluntary Prekindergarten Contract Enforcement

These guidelines are not binding. The Coalition reserves the right to take any action deemed in the best interest of the Coalition and the public based upon the severity of the violation or the number of violations. Multiple violations may increase the level of sanctions to be imposed.

<p>Child(ren) are not being served in the location listed on the Certificate of Eligibility.</p>	<p>1st Occurrence: The provider will not be paid for services provided to any child that is served at a location other than the location specified on the Certificate of Eligibility (COE). Additionally, Coalition staff will provide technical assistance to ensure that the VPK Program is aware of the terms and conditions of the VPK Contract. Unannounced monitoring visits will be conducted by ELCHC staff to ensure program compliance.</p> <p>2nd Occurrence: If it is determined during monitoring that the VPK Program is in non-compliance for the second time during the VPK Program year, the VPK Provider's contract will be terminated.</p>
<p>The provider's accreditation or license expires during the VPK program year and the accreditation or license is not renewed in a timely manner.</p>	<p>First Occurrence – Payments shall be suspended until the license or accreditation is in force. The Provider will be required to revise the VPK program calendar to ensure that the 540 instructional hours (school year) or 300 instructional hour (summer) are delivered in accordance with the requirements of Florida Statute.</p> <p>If the VPK Program is unable to renew its license or accreditation, payments received after the expiration of the license or accreditation shall be considered disallowed costs and the provider will be required to repay the coalition for services reimbursed from the date of accreditation or license expiration.</p>
<p>The VPK Program director does not meet the educational requirements (credential and/or training,) required by Florida Statutes. (Expired credential, director resigns or is terminated).</p>	<p>If no other staff member has a Director's Credential, the Program must report the loss of director to Child Care Licensing. The program will be placed on a provisional license for a period not to exceed 6 months.</p> <p>If at the end of the 6th month period the program has not employed a director who</p>

	meets the educational requirements, the VPK contract may be terminated.
The VPK lead instructional staff does not meet the education requirements (credential and/or training) required by Florida Statute.	<p>The VPK program shall be give fourteen calendar days to submit documentation to the Coalition that staff meets the educational requirements required by Florida Statute.</p> <p>If the provider is unable to provide the necessary documentation within 14 calendars days, payments shall be suspended until the VPK Program can employ staff that 1) meet the statutory requirements and 2) staff credentials are approved by the coalition. The provider may be required to modify its calendar to ensure children received the required number of hours of services.</p>
The VPK Program does not maintain adequate attendance records as specified by 6M-8.305 F.A.C.	<p>1st Occurrence during VPK Program Year: Provider shall submit proof of child(ren)'s attendance within ten (10) calendar days of the monitoring visit. The provider shall not be reimbursed for any children whose attendance has not been adequately documented. Provider shall be required to upload attendance forms each month via the provider portal within 10 business days of month end.</p> <p>2nd Occurrence during VPK Program Year: Coalition staff shall verify that attendance documentation is submitted each month within the required timeframe. If attendance is not submitted via the portal, payment will be suspended until appropriate attendance document is provided to the Coalition. The program shall not paid for any child that does not have supporting attendance documentation.</p> <p>3rd Occurrence during VPK Program Year: All attendance records will be monitored. Any/all attendance that does not have supporting documentation signed by parents will be disallowed. Contract will be terminated. Provider may be ineligible to contract for a period of 5 years.</p>

<p>Provider does not adhere to the VPK ratio and/or group size requirements.</p>	<p>1st occurrence: Program will not be reimbursed for services delivered that are not in compliance with ratio and/or group size. Program will be subject to additional monitoring.</p> <p>2nd occurrence: Program must implement a corrective action plan to ensure that adequate staffing is maintained at all times during the operational hours of the VPK program. Failure to adhere to the corrective action will result in contract termination. Provider may be ineligible to contract for a period of 5 years.</p>
<p>Provider does not administer the VPK pre-assessment within 30 days of 1st VPK instructional day or does not conduct the post-assessment within 30 days prior to the final day of VPK instruction.</p>	<p>Failure to adhere to the VPK assessment requirements will result in removal from eligibility to offer VPK for a period of five (5) years in accordance with Section 1002.67 F.S.</p> <p>If a VPK provider is removed from eligibility due to the failure to comply with the VPK pre- and post-assessment, either the VPK provider's school-year program or summer program, or both, is removed from eligibility to deliver VPK for a period of five (5) years.</p>
<p>Provider does not submit the VPK pre-assessment via Bright Beginnings within 45 days of the 1st day of VPK instruction and/or does not submit the post-assessment within 15 days of administering the post assessment.</p>	<p>First occurrence: Provider will be required to implement a corrective action plan. The corrective action plan will stipulate that the provider must complete the assessment within 30 days of the 1st day of instruction and enter results in Bright Beginnings within 45 days of the 1st day of instruction. Post assessments must be completed within the last 30 days of the VPK program period and results must be entered into Bright Beginnings within 15 days of the administration of the assessment.</p> <p>Contract will be terminated for continued failure to submit VPK assessment data as required. Provider may be ineligible to contract for a period of 5 years.</p>
<p>Provider has not implemented the curriculum listed on VPK 11A.</p>	<p>1st non-compliance: Written corrective action from provider within 7 days outlining the</p>

	<p>system that will be implemented to ensure compliance.</p> <p>2nd non-compliance: Provider is placed on probationary status and must take all actions required by the Coalition to correct the deficiency.</p> <p>3rd non-compliance: Contract shall be terminated. Provider may be ineligible to contract for a period of 5 years.</p>
<p>Provider does not have Workers' Compensation insurance that covers the term of the contract.</p>	<p>1st non-compliance: Loss of VPK funds for days not covered by insurance. Provider has 10 business days to provide proof of insurance which must be prepaid for the remainder of the term of the policy.</p> <p>If the policy is scheduled for renewal during the term of the contract, the Coalition must receive the new/renewal policy 10 days prior to the termination date of the original policy</p> <p>2nd non-compliance: termination for 1 year. Should provider engage in any improper practices regarding insurance coverage, the contract will be ineligible to contract for a period of 5 years.</p>
<p>Provider does not have Unemployment Compensation insurance that covers the term of the contract.</p>	<p>1st non-compliance: Loss of VPK funds for days not covered by insurance. Provider has 10 business days to provide proof of insurance which must be prepaid for the remainder of the contract term.</p> <p>2nd non-compliance: Contract shall be terminated.</p> <p>Should provider engage in any improper practices regarding insurance coverage, the provider will be ineligible to contract for a period of 5 years.</p>
<p>Provider fails to implement the improvement plan or staff development plan required by Section 1002.67(4) (c) 2, F.S.</p>	<p>The provider shall be terminated. Provider shall be ineligible to contract until the provider is no longer on the United States Department of Agriculture National Disqualified List.</p>

<p>Coalition has reasonable cause to believe that the provider has committed fraud.</p>	<p>The matter shall be referred to the Department of Financial Services for investigation. The provider shall be suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state agency, or any subsequent prosecution or other legal proceeding.</p>
<p>Provider or owner, officer, or board director is found guilty of or pleads guilty or nolo contendere to, regardless of adjudication, or is acting as the beneficial owner for someone who has been convicted of, found guilty of, or pleads guilty or nolo contendere to regardless of adjudication to public assistance fraud.</p>	<p>Contract shall be immediately terminated immediately for cause. The provider shall be ineligible to contract for a period of 5 years.</p>
<p>Provider is placed on the United States Department of Agriculture National Disqualified List.</p>	<p>Contract will be terminated immediately for cause. Provider shall be ineligible to contract until the provider is no longer on the United States Department of Agriculture National Disqualified List.</p>
<p>Provider shares an officer or board director with a provider that is on the United States Department of Agriculture National Disqualified List.</p>	<p>Contract will be terminated immediately for cause. Provider shall be ineligible to contract until the provider is no longer on the United States Department of Agriculture National Disqualified List.</p>