



**SERVICE DELIVERY &  
EFFICIENCY COMMITTEE  
MEETING AGENDA**

Friday, August 24, 2018 at 11:00 am.  
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 for May 3, 2018 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. VPK Progressive Enforcement Procedures (Pg. 4) L. Gamson/M. Folts
- B. SR Progressive Enforcement Procedures (Pg. 11) L. Gamson/M. Folts
- C. Class 1 Violation Enforcement Policy (Pg. 18) L. Gamson/M. Folts

**V. DISCUSSION ITEMS**

**VI. ADJOURNMENT**

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**UPCOMING MEETINGS**

**Governance Committee Meeting-** September 5, 2018 at 3:00 pm

**Board of Director's Meeting-** Monday, September 17, 2018 at 3:00 pm

**Executive/Finance Committee Meeting-** Monday, October 15, 2018 at 3:00 pm

**UPCOMING EVENTS**



**SERVICE DELIVERY &  
EFFICIENCY COMMITTEE  
UNAPPROVED MINUTES**

Tuesday, January 30, 2018 at 2:00 pm.  
6800 N. Dale Mabry, Suite 134  
Tampa, Florida 33614

**MEETING ATTENDANCE**

**Facilitator:** Angela Chowning, Chair

**Committee Members Present:**

Angela Chowning, Mary Hancock, Dr. Daphne Fudge  
Dr. Jacquelyn Jenkins arrived at 2:30 pm.

**Committee Members Absent:**

**Board Members Present:**

Marie Caracciola

**ELCHC Staff:**

Bobbi Davis, Megan Folts, Lorinda Gamson, Gordon Gillette, Sharon Hayes,  
Kelley Minney, & Abby Perez

**Other Attendees:**

Marina Harkness, Rebecca Lopez, & Sandy Show

**CALL TO ORDER**

**Quorum Verification**

Noting a quorum had been established, Chair Chowning called the meeting to order at 2:02 pm.

**Approval of January 30, 2018 Service Delivery & Efficiency Committee Meeting Minutes.**

***Mary Hancock made a motion to approve the January 30, 2018 Service Delivery & Efficiency Committee meeting minutes. Dr. Daphne Fudge made a second. The motion carried unanimously.***

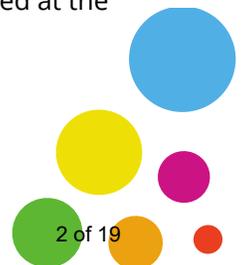
**PUBLIC COMMENT**

There was no Public Comment.

**OLD BUSINESS**

**Voluntary Pre-Kindergarten (VPK) Contract Enforcement Procedures**

Ms. Hayes reported that after the January 30, 2018 Committee meeting, Mega Folts, ELCHC Special Projects Liaison was asked to review the enforcement procedures due to her VPK policy experience at OEL. Ms. Hayes added that Ms. Folts had found several enforcement procedures that were not in alignment with OEL. The Committee requested that a revised enforcement plan be presented at the next Committee meeting.



### **School Readiness High Risk Provider**

Lorinda Gamson, Provider Services Coordinator, stated that a procedure or plan was not in place for School Readiness providers who continued to be high risk after their Tier II monitoring. Ms. Gamson stated that a high- risk provider could be placed on probation, but that probation was not defined. The committee recommended that staff develop a Tier II plan, which included technical assistance, and to present the plan at the next Committee meeting.

### **ACTION ITEMS**

There were no Action Items.

### **DISCUSSION ITEMS**

#### **Contract Denial Process**

The Committee discussed the contract denial process. Ms. Hayes stated that, in the past, providers were notified verbally that their contract was denied. The Committee recommended, as part of the contract denial process, to notify the provider in writing.

#### **Hurricane Preparedness**

There was a discussion regarding Hurricane Preparedness. Gordon Gillette stated that the ELCHC had a high- level responsibility to provide communications and guidance to the provider community. Ms. Abby Perez, Family Services Coordinator, reported that she was in the process of coordinating a committee to review the Continuity of Operations Plan (COOP) with key partners.

#### **Action steps for next Committee meeting:**

Tier II Monitoring Plan for continuous non-compliance  
Revised VPK Enforcement Procedures

### **ADJOURNMENT**

***Citing no further business, Dr. Daphne Fudge made a motion to adjourn the meeting at 3:25 pm. Angela Chowning made a second. The motion carried unanimously.***

VOLUNTARY PREKINDERGARTEN (VPK) PROGRAM  
**PROGRESSIVE ENFORCEMENT PROCEDURES FOR NON-COMPLIANCE WITH PROGRAM REQUIREMENTS**  
EARLY LEARNING COALITION OF HILLSBOROUGH COUNTY (ELCHC)

## INTRODUCTION

This document establishes the ELCHC's standardized progressive enforcement procedures to be implemented if a VPK Provider fails to comply with the VPK program requirements outlined in Chapter 6M-8 of the Florida Administrative Code (F.A.C) and Chapter 1002, Part V, of the Florida Statutes (F.S). The ELCHC reserves the right to take any action deemed in the best interest of the ELCHC and the public based upon the severity of the violation or the number of violations. In addition, pursuant to Paragraph 54, of Form OEL-VPK 20, Rule 6M-8.301, F.A.C., the ELCHC may terminate a provider's contract for cause at any time due to the failure to comply with one or more of the terms of the VPK Provider Contract. This includes action or lack of action that threatens the health and/or safety of children, failure to implement corrective action and reasonable or probable cause to suspect fraud.

## TIMEFRAME

Consequences for non-compliance occurrences are based on a 2-year period. If providers have more than 3 non-compliances in a 2-year period for the same requirement, the 3<sup>rd</sup> non-compliance consequence applies. In these cases, the ELC will review all non-compliances and may choose to revoke the provider's eligibility to deliver the VPK program for a period of 5 years.

## DEFINITIONS

- ❖ **AP1:** Assessment Period One which is the first thirty (30) calendar days of the VPK class schedule beginning with the first VPK instructional day and including non-instructional days.
- ❖ **AP3:** Assessment Period Three which is the last thirty (30) calendar days of the VPK class schedule ending on the last VPK instructional day and including non-instructional days.
- ❖ **CAP:** Corrective Action Plan as defined by Rule 6M-8.301, Form OEL-VPK 20, Paragraph 53, which states that corrective action means implementation of specific action(s) designed to correct the failure to meet a specific requirement and specifies specific elements. Providers must successfully complete corrective action due to noncompliance determinations from prior Contracts, as applicable.
- ❖ **Disallowed Costs:** Is an action taken by the ELC, per Paragraph 46, Form OEL-VPK 20, in which expenditures submitted for reimbursement shall be disallowed if the provider did not adhere to the provisions governing the VPK Program.
- ❖ **TA:** Technical Assistance offered by the ELCHC designed to facilitate better understanding of the requirement and implementation of best practices.

#	REQUIREMENT	CITATION	CONSEQUENCE FOR NON-COMPLIANCE
1	The lead instructor(s) in the VPK Class(es) meet the minimum credential and background screening requirements and are listed on Form OEL-VPK 11A.	1002.55, F.S. 1002.61, F.S. 6M-8.300, F.A.C.	Every non-compliance will result in disallowed cost for the day(s) approved qualified instructor was not in the VPK class. Additionally: <b>1<sup>st</sup> non-compliance:</b> CAP; additional onsite monitoring <b>2<sup>nd</sup> non-compliance:</b> CAP; additional onsite TA/monitoring; in person TA meeting. <b>3<sup>rd</sup> non-compliance:</b> Termination for Cause for the remainder of the contract term
2	The VPK Director meets the minimum credential and background screening requirements and is listed on Form OEL-VPK 10, unless 6 month provisional period has been approved by ELC.	1002.55(3)(g), F.S. 6M-8.300, F.A.C.	<b>1<sup>st</sup> non-compliance:</b> CAP; additional onsite monitoring <b>2<sup>nd</sup> non-compliance:</b> CAP; additional onsite TA/monitoring; in person TA meeting <b>3<sup>rd</sup> non-compliance:</b> Termination for Cause for the remainder of the contract term
3	The VPK Class Schedule follows the dates and times listed on OEL-VPK 11B.	6M-8.300, F.A.C.	Note: ELC may disallow costs for any VPK hours not approved by ELC  <b>1<sup>st</sup> non-compliance:</b> CAP <b>2<sup>nd</sup> non-compliance:</b> CAP; additional onsite TA/monitoring; in person TA meeting <b>3<sup>rd</sup> non-compliance:</b> Termination for Cause for the remainder of the contract term
4	The curriculum in use in the VPK class is listed on the approved OEL-VPK 10.	1002.67(2), F.S. 6M-8.300, F.A.C.	<b>1<sup>st</sup> non-compliance:</b> CAP <b>2<sup>nd</sup> non-compliance:</b> CAP; additional onsite TA/monitoring; in person TA meeting <b>3<sup>rd</sup> non-compliance:</b> Termination for Cause for the remainder of the contract term
5	All changes to any information listed on Forms OEL-VPK 10, OEL-VPK 11A, or OEL-VPK 11B are reported to ELCHC via the OEL Provider Services Portal within 14 calendar days of the change.	6M-8.300, F.A.C. 6M-8.301, F.A.C. OEL-VPK 20	Note: If change results in the provider's ineligibility to offer VPK, the provider is subject to disallowed cost from the date the change occurred. <b>1<sup>st</sup> non-compliance:</b> Written warning <b>2<sup>nd</sup> non-compliance:</b> CAP

			<b>3<sup>rd</sup> non-compliance:</b> CAP that includes required attendance of the VPK Contracts Compliance Course
6	All instructors including aides and substitutes meet the minimum background screening and Good Moral Character requirements.	1002.55, F.S. 1002.61, F.S. 6M-8.300, F.A.C. 6M-8.301, F.A.C. OEL-VPK 20	<b>1<sup>st</sup> non-compliance:</b> CAP; disallowed costs <b>2<sup>nd</sup> non-compliance:</b> CAP; disallowed costs; additional onsite monitoring <b>3<sup>rd</sup> non-compliance:</b> Termination for Cause for the remainder of the contract term
7	School-Year VPK classes do not exceed 11 children with an approved lead. If an approved secondary instructor is present, then they do not exceed 20 children. This number includes non-VPK children in the class.  Summer VPK classes do not exceed 12 children with an approved lead instructor. This number includes non-VPK children in the class.	1002.55(3)(c), F.S.  1002.61(7), F.S.	Note: Every non-compliance will result in disallowed cost for the day(s) the VPK class exceeds the maximum class size. <b>1<sup>st</sup> non-compliance:</b> CAP; additional onsite monitoring <b>2<sup>nd</sup> non-compliance:</b> CAP; additional onsite TA/monitoring; in person TA meeting <b>3<sup>rd</sup> non-compliance:</b> Termination for Cause for the remainder of the contract term
8	Provider maintains record of the time any substitute spends in a VPK classroom.	6M-8.410, F.A.C.	<b>1<sup>st</sup> non-compliance:</b> CAP <b>2<sup>nd</sup> non-compliance:</b> CAP; additional onsite TA/monitoring <b>3<sup>rd</sup> non-compliance:</b> CAP that includes required attendance of the VPK Contracts Compliance Course; disallowed cost
9	The total amount of time that a Provider assigns a substitute to a VPK Class does not exceed 30 percent of the total VPK hours.	6M-8.410, F.A.C. 6M-8.301, F.A.C. OEL-VPK 20	<b>1<sup>st</sup> non-compliance:</b> CAP; disallowed costs
10	Any substitute assigned to a VPK class meets the minimum credential.	6M-8.410, F.A.C. 6M-8.300, F.A.C. 6M-8.301, F.A.C. OEL-VPK 20	<b>1<sup>st</sup> non-compliance:</b> CAP; disallowed costs <b>2<sup>nd</sup> non-compliance:</b> CAP; additional onsite monitoring; disallowed costs <b>3<sup>rd</sup> non-compliance:</b> Termination for Cause for the remainder of the contract term
11	A substitute is not assigned to a VPK class when the credential instructor is on the premise.	6M-8.410, F.A.C. 6M-8.301, F.A.C. OEL-VPK 20	<b>1<sup>st</sup> non-compliance:</b> CAP; disallowed costs <b>2<sup>nd</sup> non-compliance:</b> CAP; additional onsite monitoring; disallowed costs

			<b>3<sup>rd</sup> non-compliance:</b> Termination for Cause for the remainder of the contract term
12	Provider maintains daily attendance of the VPK class(es).	6M-8.305, F.A.C. 6M-8.301, F.A.C. OEL-VPK 20	<b>1<sup>st</sup> non-compliance:</b> Written warning <b>2<sup>nd</sup> non-compliance:</b> CAP <b>3<sup>rd</sup> non-compliance:</b> CAP that includes required attendance of the VPK Contracts Compliance Course; additional onsite monitoring;
13	Provider maintains and submits to the ELCHC Monthly Attendance Verification on the Form OEL-VPK 03S or Form OEL-VPK 03L.	6M-8.305, F.A.C. 6M-8.301, F.A.C. OEL-VPK 20	<b>1<sup>st</sup> non-compliance:</b> CAP; monthly desk-review monitoring for 3 months; payments are withheld until Verification Forms are submitted each month <b>2<sup>nd</sup> non-compliance:</b> CAP; monthly desk-review monitoring for 6 months; payments are withheld until Verification Forms are submitted each month <b>3<sup>rd</sup> non-compliance:</b> CAP that includes required attendance of the VPK Contracts Compliance Course; monthly desk-review monitoring for 9 months; payments are withheld until Verification Forms are submitted each month
14	Provider and Parent accurately complete Form OEL-VPK 02 (COE) for each child enrolled in the VPK program. Provider maintains this record on file for 5 years.	6M-8.201, F.A.C. 6M-8.301, F.A.C. OEL-VPK 20	<b>1<sup>st</sup> non-compliance:</b> CAP <b>2<sup>nd</sup> non-compliance:</b> CAP; in person TA meeting <b>3<sup>rd</sup> non-compliance:</b> CAP that includes required attendance of the VPK Contracts Compliance Course; additional onsite monitoring
15	AP1 is completed within 30 calendar days of the first VPK instructional day.	1002.67(3)(a) 1002.67(4)(b), F.S. 6M-8.620, F.A.C.	<b>1<sup>st</sup> non-compliance:</b> Provider's eligibility is revoked for 5 years. The provider may offer VPK until the end of the VPK Class Schedule(s) at the discretion of the ELC  If a provider administers the assessment 1 to 5 calendar days late, a CAP may be considered if it is the provider's first non-compliance.
16	AP1 is entered and submitted in Bright Beginnings within 45 calendar days of the first VPK instructional day.	6M-8.620, F.A.C.	<b>1<sup>st</sup> non-compliance:</b> CAP, provider must enter and submit the scores in Bright Beginnings within the 7 calendar days window provided in writing by the ELC

			<p><b>2<sup>nd</sup> non-compliance:</b> CAP; provider must enter and submit the scores in Bright Beginnings within the 7 calendar days window provided in writing by the ELC; required attendance of the VPK Contracts Compliance Course</p> <p><b>3<sup>rd</sup> non-compliance:</b> Provider's eligibility is revoked for 5 years</p>
17	AP3 is completed within the last 30 calendar days of the VPK class.	1002.67(3)(a) 1002.67(4)(b), F.S. 6M-8.620, F.A.C.	<p><b>1<sup>st</sup> non-compliance:</b> Provider's eligibility is revoked for 5 years</p> <p>If a provider administers the assessment 1 to 5 calendar days early, a CAP may be considered if it is the provider's first non-compliance.</p>
18	AP3 is entered and submitted in Bright Beginnings no later than 15 calendar days after the last day of the VPK class.	6M-8.620, F.A.C.	<p><b>1<sup>st</sup> non-compliance:</b> CAP, provider must enter and submit the scores in Bright Beginnings within the 7 calendar days window provided in writing by the ELC</p> <p><b>2<sup>nd</sup> non-compliance:</b> CAP, provider must enter and submit the scores in Bright Beginnings within the 7 calendar days window provided in writing by the ELC; required attendance of the VPK Contracts Compliance Course</p> <p><b>3<sup>rd</sup> non-compliance:</b> Provider's eligibility is revoked for 5 years</p>
19	Provider notifies ELC immediately if Licensure and/or Accreditation changes which results in ineligibility to offer the VPK program. <i>N/A for Public Schools</i>	1002.55(3), F.S. 6M-8.300, F.A.C. 6M-8.301, F.A.C. OEL-VPK 20PP	<b>1<sup>st</sup> non-compliance:</b> Immediate termination of contract. If provider regains the licensure and/or accreditation to provide VPK, Provider must implement CAP for 1 year
20	Provider maintains required workers' compensation insurance under Chapter 440, F.S.  <i>N/A for Public Schools</i>	1002.55(3)(k), F.S. 6M-8.301, F.A.C.	<p><b>1<sup>st</sup> non-compliance:</b> CAP that includes disallowed cost for days not covered by insurance. Provider has 10 calendar days to submit proof of insurance, which must be prepaid for the remainder of the term of the policy</p> <p><b>2<sup>nd</sup> non-compliance:</b> Disallowed cost for days not covered by insurance. Termination for Cause for the remainder of the Contract term</p>

			<b>3<sup>rd</sup> non-compliance:</b> Contract is Terminated for Cause and Provider's eligibility is revoked for 5 years
21	Provider maintains required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S.  <i>N/A for Public Schools</i>	1002.55(3)(k), F.S. 6M-8.301, F.A.C.	<b>1<sup>st</sup> non-compliance:</b> CAP <b>2<sup>nd</sup> non-compliance:</b> CAP; provider must submit evidence of coverage on a quarterly basis for 1 year <b>3<sup>rd</sup> non-compliance:</b> Contract is Terminated for Cause and Provider's eligibility is revoked for 5 years
22	Provider maintains liability insurance, as required, including transportation of children if VPK children are transported by the Provider.  <i>N/A for Public Schools</i>	1002.55(3)(j), F.S. 6M-8.301, F.A.C.	<b>1<sup>st</sup> non-compliance:</b> CAP that includes disallowed cost for days not covered by insurance. Provider has 10 calendar days to submit proof of insurance, which must be prepaid for the remainder of the term of the policy <b>2<sup>nd</sup> non-compliance:</b> Disallowed cost for days not covered by insurance; Termination for Cause for the remainder of the contract term <b>3<sup>rd</sup> non-compliance:</b> Contract is Terminated for Cause and Provider's eligibility is revoked for 5 years
23	Provider notifies the ELCHC of any liability insurance changes within 10 calendar days, even if policy does not lapse.  <i>N/A for Public Schools</i>	1002.55(3)(j), F.S. 6M-8.301, F.A.C.	<b>1<sup>st</sup> non-compliance:</b> CAP <b>2<sup>nd</sup> non-compliance:</b> CAP that includes submission of quarterly updated certificate of insurance <b>3<sup>rd</sup> non-compliance:</b> CAP that includes submission of quarterly updated certificate of insurance; in person TA meeting
24	Provider does not require a child to enroll for, or require payment of any fee or charge for, supplemental services as a condition of admitting a child for enrollment in the VPK program.	1002.71(8)(b), F.S. 6M-8.301, F.A.C. OEL-VPK 20	<b>1<sup>st</sup> non-compliance:</b> CAP that includes a new written policy that is aligned with requirement <b>2<sup>nd</sup> non-compliance:</b> CAP that includes a new written policy that is aligned with requirement; required attendance of the VPK Contracts Compliance Course <b>3<sup>rd</sup> non-compliance:</b> Termination for Cause for the remainder of the contract term
25	Provider does not require payment of a fee or charge for services provided for a child enrolled in the VPK program during VPK hours.	1002.71(8)(a), F.S. 6M-8.301, F.A.C. OEL-VPK 20	<b>1<sup>st</sup> non-compliance:</b> CAP that includes a new written policy that is aligned with requirement

			<p><b>2<sup>nd</sup> non-compliance:</b> CAP that includes a new written policy that is aligned with requirement; required attendance of the VPK Contracts Compliance Course</p> <p><b>3<sup>rd</sup> non-compliance:</b> Termination for Cause for the remainder of the contract term</p>
26	Provider maintains all VPK records for audit purposes for a period of 5 years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to the Contract, whichever occurs last. If files are maintained electronically, the records are back-up on a regular basis to safeguard against loss.	6M-8.301, F.A.C. OEL-VPK 20	<p><b>1<sup>st</sup> non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance</p> <p><b>2<sup>nd</sup> non-compliance:</b> CAP; additional TA</p> <p><b>3<sup>rd</sup> non-compliance:</b> CAP; required attendance of the VPK Contracts Compliance Course</p>
27	If the provider is a provider on probation, the provider successfully completed their Improvement Plan.	1002.67(4)(c)2., F.S. 6M-8.700, F.A.C.	<b>1<sup>st</sup> non-compliance:</b> Contract is Terminated for Cause and Provider's eligibility is revoked for 5 years
28	Provider reports any unusual incidents to the ELCHC by the next business day of the unusual incident and provides a written report of the incident within 3 business days. See OEL-VPK 20 for description of an unusual incident.	6M-8.301, F.A.C. OEL-VPK 20	<p><b>1<sup>st</sup> non-compliance:</b> CAP</p> <p><b>2<sup>nd</sup> non-compliance:</b> CAP; additional TA</p> <p><b>3<sup>rd</sup> non-compliance:</b> CAP; required attendance of the VPK Contracts Compliance Course</p>
29	Provider uses the OEL Provider Portal (statewide information system). This includes but is not limited to: updating Provider Profile, contracting, monitoring enrollment request, ending enrollment, submitting attendance, submitting adjustments and uploading current contracting documents.	6M-8.301, F.A.C. OEL-VPK 20	Depending on the severity of the non-compliance, provider must submit a CAP outlining the system that will be implemented to ensure compliance.

SCHOOL READINESS (SR) PROGRAM  
**PROGRESSIVE ENFORCEMENT PROCEDURES FOR NON-COMPLIANCE WITH PROGRAM REQUIREMENTS**  
EARLY LEARNING COALITION OF HILLSBOROUGH COUNTY (ELCHC)

## INTRODUCTION

This document establishes the ELCHC's standardized progressive enforcement procedures to be implemented if a SR Provider fails to comply with the SR program requirements outlined in Chapter 6M-4 of the Florida Administrative Code (F.A.C) and Chapter 1002, Part VI, of the Florida Statutes (F.S). The ELCHC reserves the right to take any action deemed in the best interest of the ELCHC and the public based upon the severity of the violation or the number of violations. In addition, pursuant to Paragraph 57, of Form OEL-SR 20, Rule 6M-4.610, F.A.C., the ELCHC may terminate a provider's contract for cause at any time due to the failure to comply with one or more of the terms of the SR Provider Contract. This includes action or lack of action that threatens the health and/or safety of children, failure to implement corrective action and reasonable or probable cause to suspect fraud.

## TIMEFRAME

Consequences for non-compliance occurrences are based on a 2-year period. If providers have more than 3 non-compliances in a 2-year period for the same requirement, the 3<sup>rd</sup> non-compliance consequence applies. In these cases, the ELC will review all non-compliances and may choose to revoke the provider's eligibility to deliver the SR program for a period of 5 years.

## DEFINITIONS

- ❖ **CAP:** Corrective Action Plan as defined by Rule 6M-4.610, Form OEL-SR 20, Paragraph 56, which states that corrective action means implementation of specific action(s) designed to correct the failure to meet a specific requirement and specifies specific elements. Providers must successfully complete corrective action due to noncompliance determinations from prior Contracts, as applicable.
- ❖ **Disallowed Costs:** Is an action taken by the ELC, per Paragraph 51, Form OEL-SR 20, in which expenditures submitted for reimbursement shall be disallowed if the provider did not adhere to the provisions governing the SR Program.
- ❖ **TA:** Technical Assistance offered by the ELCHC designed to facilitate better understanding of the requirement and implementation of best practices.

#	REQUIREMENT	CITATION	CONSEQUENCE FOR NON-COMPLIANCE
1	Provider conducts required Developmental Screenings.	1002.88(1)(h), F.S. 6M-4.720, F.A.C.	<b>1st non-compliance:</b> CAP outlining the system that will be implemented to ensure compliance. <b>2nd non-compliance:</b> Provider is placed on probationary status and must take all actions required by the ELCHC to correct the deficiency <b>3rd non-compliance:</b> Termination for Cause for the remainder of the contract term
2	Provider accurately completes monthly enrollment/attendance certifications that are aligned with the sign-in/sign-out forms.	6M-4.500, F.A.C. 6M-4.610, F.A.C. OEL-SR 20	Non-compliance with this requirement may result in disallowed costs.  <b>1<sup>st</sup> non-compliance:</b> CAP; monthly desk-review monitoring for 3 months <b>2<sup>nd</sup> non-compliance:</b> CAP; monthly desk-review monitoring for 6 months <b>3<sup>rd</sup> non-compliance:</b> CAP that includes required attendance of the SR Contracts Compliance Course; monthly desk-review monitoring for 9 months
3	Provider uses the OEL Provider Portal (statewide information system). This includes but is not limited to: updating Provider Profile, contracting, monitoring enrollment request, ending enrollment, submitting attendance, submitting adjustments and uploading current contracting documents.	6M-4.610, F.A.C. OEL-SR 20	Depending on the severity of the non-compliance, provider must submit a CAP outlining the system that will be implemented to ensure compliance.
4	Children attending the provider are accurately enrolled at the location listed on the payment certificate. Provider does not accept a child's enrollment without prior authorization in the OEL Portal.	6M-4.500, F.A.C. 6M-4.610, F.A.C. OEL-SR 20	Every non-compliance will result in disallowed cost for incorrect enrollment/attendance  <b>1st non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance

			<p><b>2nd non-compliance:</b> Provider is placed on probationary status and must take all actions required by the ELCHC to correct the deficiency</p> <p><b>3rd non-compliance:</b> Contract is Terminated for Cause and Provider's eligibility is revoked for 5 years</p>
5	Provider provides a healthy and safe environment in accordance with SR Health and Safety regulations.	402.305, F.S. 6M-4.620, F.A.C.	Enforcement for this indicator is specified in the SR Health & Safety Handbook, Rule 6M-4.620, F.A.C.
6	Provider implements the approved curriculum listed on Form OEL-SR 20.	6M-4.610, F.A.C. OEL-SR 20	<p><b>1st non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance</p> <p><b>2nd non-compliance:</b> CAP; additional onsite TA/monitoring; in person TA meeting</p> <p><b>3rd non-compliance:</b> Termination for Cause for the remainder of the contract term</p>
7	Provider implements the approved character development program listed on Form OEL-SR 20.	1002.88(1)(g), F.S. 6M-4.610, F.A.C. OEL-SR 20	<p><b>1st non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance</p> <p><b>2nd non-compliance:</b> CAP; additional onsite TA/monitoring</p> <p><b>3rd non-compliance:</b> Termination for Cause for the remainder of the contract term</p>
8	Provider maintains and submits parent sign-in/sign-out daily attendance forms.	6M-4.500, F.A.C. 6M-4.610, F.A.C. OEL-SR 20	<p>Non-compliance with this requirement may result in disallowed costs.</p> <p><b>1st non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance</p> <p><b>2nd non-compliance:</b> CAP; additional monthly desk-review monitoring</p> <p><b>3rd non-compliance:</b> CAP that includes required attendance of the SR Contracts Compliance Course; additional desk-review monitoring</p>

9	Provider notifies the SDHC if a child is absent for five (5) consecutive days with no contact from parent by the close of the 5th day.	6M-4.500, F.A.C.	<p><b>1st non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance; required attendance of the SR Contracts Compliance Course</p> <p><b>2nd non-compliance:</b> Provider is placed on probationary status and must take all actions required by the ELCHC to correct the deficiency</p> <p><b>3rd non-compliance:</b> Provider shall not receive payment for any children that are absent for more the (5) consecutive days unless documentation is uploaded to the portal explaining the child's absence.</p>
10	Provider adheres to the provisions of the Rilya Wilson Act for each at-risk child under the age of school entry by documenting any notification contact made with the community-based agency.	6M-4.610, F.A.C. OEL-SR 20	<p><b>1st non-compliance:</b> Provider is placed on probationary status and must take all actions required by the ELCHC to correct the deficiency</p> <p><b>2nd non-compliance:</b> Termination for Cause for the remainder of the contract term</p> <p><b>3rd non-compliance:</b> Contract is Terminated for Cause and Provider's eligibility is revoked for 5 years</p>
11	Provider allows ELCHC staff (contractor or sub-contractor) or OEL staff immediate access to facility or school readiness records.	6M-4.610, F.A.C. OEL-SR 20	<p>Payment shall be withheld for any day that Coalition, OEL and/or local licensing is not granted access to the facility and spaces used to offer the SR Program.</p> <p><b>1st non-compliance:</b> CAP that includes required attendance of the SR Contracts Compliance Course</p> <p><b>2nd non-compliance:</b> Termination for Cause for the remainder of the contract term</p> <p><b>3rd non-compliance:</b> Contract is Terminated for Cause and Provider's eligibility is revoked for 5 years</p>
12	Provider maintains record of confidentiality agreements completed by each staff member.	1002.97, F.S. 6M-4.610, F.A.C. OEL-SR 20	<p><b>1st non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance</p> <p><b>2nd non-compliance:</b> CAP; additional TA</p> <p><b>3rd non-compliance:</b> CAP that includes required attendance of the SR Contracts Compliance Course</p>

13	Provider maintains all SR records for audit purposes for a period of 5 years from the date of the last reimbursement request for that fiscal year or until the resolution of any audit findings or any litigation related to the Contract, whichever occurs last. If files are maintained electronically, the records are back-up on a regular basis to safeguard against loss.	6M-4.610, F.A.C. OEL-SR 20	<p><b>1<sup>st</sup> non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance</p> <p><b>2<sup>nd</sup> non-compliance:</b> CAP; additional TA</p> <p><b>3<sup>rd</sup> non-compliance:</b> CAP that includes required attendance of the SR Contracts Compliance Course</p>
14	Provider reports changes to the ELCHC to its private pay rate no later than the close of business on the day of the change.	6M-4.610, F.A.C. OEL-SR 20	<p><b>1<sup>st</sup> non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance</p> <p><b>2<sup>nd</sup> non-compliance:</b> Provider is placed on probationary status and must take all actions required by the ELCHC to correct the deficiency</p> <p><b>3<sup>rd</sup> non-compliance:</b> Termination for Cause for the remainder of the contract term</p>
15	Provider provides parents with a list of any fees it charges and, if applicable, written notice of the difference between the private pay rate and SR reimbursement, prior to the parent enrolling his/her child.	6M-4.610, F.A.C. OEL-SR 20	<p><b>1<sup>st</sup> non-compliance:</b> CAP that includes a written policy that is aligned with requirement</p> <p><b>2<sup>nd</sup> non-compliance:</b> CAP that includes a new written policy that is aligned with requirement; in person TA</p> <p><b>3<sup>rd</sup> non-compliance:</b> CAP that includes required attendance of the SR Contracts Compliance Course</p>
16	Provider notifies the ELCHC if it receives military subsidy payments through or from the Child Care Aware of America© (formally NACCRRRA) or any legal successor organizations, on behalf of any child enrolled in the provider's SR program.	6M-4.610, F.A.C. OEL-SR 20	<p><b>1<sup>st</sup> non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance</p> <p><b>2<sup>nd</sup> non-compliance:</b> Provider is placed on probationary status and must take all actions required by the ELCHC to correct the deficiency</p> <p><b>3<sup>rd</sup> non-compliance:</b> Contract is Terminated for Cause and Provider's eligibility is revoked for 5 years</p>

17	Provider has a method for documenting and collecting the required copayment and issuing receipts to parents.	1002.84(8), F.S. 6M-4.400, F.A.C. 6M-4.610, F.A.C. OEL-SR 20	<b>1st non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance <b>2nd non-compliance:</b> Provider is placed on probationary status and must take all actions required by the ELCHC to correct the deficiency <b>3rd non-compliance:</b> Termination for Cause for the remainder of the contract term
18	If applicable, the provider's Head Start or Public School program is in addition to and not in substitution for its school readiness program	6M-4.610, F.A.C. OEL-SR 20	<b>1st non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance <b>2nd non-compliance:</b> Provider is placed on probationary status and must take all actions required by the ELCHC to correct the deficiency <b>3rd non-compliance:</b> Contract is Terminated for Cause and Provider's eligibility is revoked for 5 years
19	The provider does not discriminate against children on the basis of race, national origin, ethnic background, sex, religious affiliation, or disability. Nor does the provider discriminate against staff persons on the basis of religion. The ELCHC measures this by receipt of formal complaints.	6M-4.610, F.A.C. OEL-SR 20	<b>1st non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance <b>2nd non-compliance:</b> Provider is placed on probationary status and must take all actions required by the ELCHC to correct the deficiency <b>3rd non-compliance:</b> Termination for Cause for the remainder of the contract term
20	Provider reports any unusual incidents to the ELCHC by the next business day of the unusual incident and provides a written report of the incident within 3 business days. See OEL-SR 20 for description of an unusual incident.	6M-4.610, F.A.C. OEL-SR 20	<b>1st non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance <b>2nd non-compliance:</b> CAP; additional TA <b>3rd non-compliance:</b> CAP; required attendance of the SR Contracts Compliance Course

21	<p>Provider maintains required workers' compensation insurance under Chapter 440, F.S.</p> <p><i>N/A for Public Schools</i></p>	<p>1002.88(1)(n), F.S. 6M-4.610, F.A.C.</p>	<p><b>1<sup>st</sup> non-compliance:</b> CAP that includes disallowed cost for days not covered by insurance. Provider has 10 calendar days to submit proof of insurance, which must be prepaid for the remainder of the term of the policy</p> <p><b>2<sup>nd</sup> non-compliance:</b> Disallowed cost for days not covered by insurance. Termination for Cause for the remainder of the Contract term</p> <p><b>3<sup>rd</sup> non-compliance:</b> Contract is Terminated for Cause and Provider's eligibility is revoked for 5 years</p>
22	<p>Provider maintains required reemployment assistance or unemployment compensation coverage under Chapter 443, F.S.</p> <p><i>N/A for Public Schools</i></p>	<p>1002.88(1)(n), F.S. 6M-4.610, F.A.C.</p>	<p><b>1<sup>st</sup> non-compliance:</b> CAP</p> <p><b>2<sup>nd</sup> non-compliance:</b> CAP; provider must submit evidence of coverage on a quarterly basis for 1 year</p> <p><b>3<sup>rd</sup> non-compliance:</b> Contract is Terminated for Cause and Provider's eligibility is revoked for 5 years</p>
23	<p>Provider maintains liability insurance, as required, including transportation of children if SR children are transported by the Provider.</p> <p><i>N/A for Public Schools</i></p>	<p>1002.88(1) (l) &amp; (m), F.S. 6M-4.610, F.A.C.</p>	<p><b>1<sup>st</sup> non-compliance:</b> CAP that includes disallowed cost for days not covered by insurance. Provider has 10 calendar days to submit proof of insurance, which must be prepaid for the remainder of the term of the policy</p> <p><b>2<sup>nd</sup> non-compliance:</b> Disallowed cost for days not covered by insurance; Termination for Cause for the remainder of the contract term</p> <p><b>3<sup>rd</sup> non-compliance:</b> Contract is Terminated for Cause and Provider's eligibility is revoked for 5 years</p>
24	<p>Provider notifies the ELCHC of any liability insurance changes within 10 calendar days, even if policy does not lapse.</p> <p><i>N/A for Public Schools</i></p>	<p>1002.88(1)(m), F.S. 6M-4.610, F.A.C.</p>	<p><b>1<sup>st</sup> non-compliance:</b> CAP</p> <p><b>2<sup>nd</sup> non-compliance:</b> CAP that includes submission of quarterly updated certificate of insurance</p> <p><b>3<sup>rd</sup> non-compliance:</b> CAP that includes submission of quarterly updated certificate of insurance; in person TA meeting</p>



## **CLASS 1 VIOLATION ENFORCEMENT POLICY**

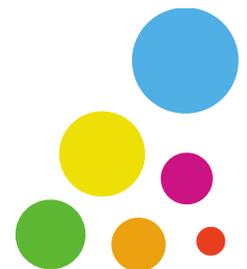
### FOR VOLUNTARY PREKINDERGARTEN (VPK) & SCHOOL READINESS (SR) PROGRAMS EARLY LEARNING COALITION OF HILLSBOROUGH COUNTY (ELCHC)

#### **I. INTRODUCTION**

In accordance with sections 1002.55(5)(b) and 1002.88(2)(b) of the Florida Statutes, if a provider has been cited for a Class 1 violation the Early Learning Coalition of Hillsborough County (ELCHC) may refuse to contract with the provider or revoke the provider's eligibility for the School Readiness or VPK programs for up to 5 years. Below you will find the ELCHC's policy regarding the enforcement of this law.

#### **II. GENERAL PROVISIONS**

1. The ELCHC may refuse to contract with the provider or revoke the provider's eligibility for up to 5 years if they have been cited for one or more Class 1 violations pursuant to this policy.
2. The provisions of this policy do not supersede the ELCHC's discretion to terminate a provider's contract and revoke eligibility based on their action, or lack of action, which threatens the health, safety or welfare of children per the Statewide Provider Contracts for VPK and School Readiness.
3. All VPK & SR providers shall be subject to the terms of this policy for Class 1 violations that have occurred in the last 2 years.
4. The timeframe for revocation of eligibility and/or ineligibility to contract shall be determined by the ELCHC, per the considerations listed in Section 2.
5. New providers that did not have a VPK or SR contract for the previous program year that have been cited for a Class 1 violation within the last 2 years shall not execute a VPK or SR contract with the ELCHC.
6. Providers with 3 or more Class 1 violations within 2 years will have their contract terminated for cause and eligibility will be revoked.
7. The ELCHC will notify the provider at least 14 calendar days prior to terminating a contract with children actively enrolled, except for severe violations that pose an immediate threat to the health & safety of children.



### III. CONSIDERATIONS

1. In determining whether to revoke a provider's eligibility and/or determining the time-period for which their eligibility will be revoked, the ELCHC will consider the following factors:
  - a. Severity of the provider's actions (or inaction) that led to the Class 1 violation.
  - b. Whether the Class 1 violation was self-reported.
  - c. The impact that the revocation would have upon the local community.
  - d. Whether the provider had previously violated the terms of the Statewide Provider Contract.
  - e. The provider's overall record of licensing violations.

### IV. DUE PROCESS

2. A provider may appeal any ELCHC decision regarding this policy as follows:
  - a. A provider may opt for the decision to have a secondary review by ELCHC Executive Leadership in which the provider submits any relevant documentation that demonstrates that the circumstances that led to the violation(s) have been resolved and measures have been taken to prevent future violations.
  - b. A provider may additionally request a review hearing appeal per the Statewide Provider Contract (Forms OEL-VPK 20 and OEL-SR 20).