



## PROGRESSIVE ENFORCEMENT PROCEDURES FOR NON-COMPLIANCE WITH PROGRAM REQUIREMENTS SCHOOL READINESS (SR) PROGRAM

### 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)(i), F.S. 6M-4.720, F.A.C.	<p><b>1st non-compliance:</b> CAP outlining the system that will be implemented to ensure compliance.</p> <p><b>2nd non-compliance:</b> Provider is placed on probationary status for up to 6 months and must take all actions required by the ELCHC to correct the deficiency</p> <p><b>3rd non-compliance:</b> Termination for Cause for the remainder of the contract term</p>
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	<p>Non-compliance with this requirement may result in disallowed costs.</p> <p><b>1st non-compliance:</b> CAP; monthly desk-review monitoring for 3 months</p> <p><b>2nd non-compliance:</b> CAP; monthly desk-review monitoring for 6 months</p> <p><b>3rd non-compliance:</b> CAP that includes required attendance of the SR Contracts Compliance Course; monthly desk-review monitoring for 9 months</p>
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	<p>Every non-compliance will result in disallowed cost for incorrect enrollment/attendance</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> Provider is placed on probationary status for up to 6 months 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>

			<b>3<sup>rd</sup> non-compliance:</b> CAP that includes required attendance of the SR Contracts Compliance Course; additional desk-review monitoring
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>1<sup>st</sup> 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>2<sup>nd</sup> non-compliance:</b> Provider is placed on probationary status for up to 6 months and must take all actions required by the ELCHC to correct the deficiency</p> <p><b>3<sup>rd</sup> 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>1<sup>st</sup> non-compliance:</b> Provider is placed on probationary status for up to 6 months and must take all actions required by the ELCHC to correct the deficiency</p> <p><b>2<sup>nd</sup> non-compliance:</b> 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>
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>1<sup>st</sup> non-compliance:</b> CAP that includes required attendance of the SR Contracts Compliance Course</p> <p><b>2<sup>nd</sup> non-compliance:</b> 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>

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	<b>1<sup>st</sup> non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance <b>2<sup>nd</sup> non-compliance:</b> CAP; additional TA <b>3<sup>rd</sup> non-compliance:</b> CAP that includes required attendance of the SR Contracts Compliance Course
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	<b>1<sup>st</sup> non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance <b>2<sup>nd</sup> non-compliance:</b> CAP; additional TA <b>3<sup>rd</sup> non-compliance:</b> CAP that includes required attendance of the SR Contracts Compliance Course
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	<b>1<sup>st</sup> non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance <b>2<sup>nd</sup> non-compliance:</b> Provider is placed on probationary status for up to 6 months and must take all actions required by the ELCHC to correct the deficiency <b>3<sup>rd</sup> non-compliance:</b> Termination for Cause for the remainder of the contract term
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	<b>1<sup>st</sup> non-compliance:</b> CAP that includes a 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; in person TA <b>3<sup>rd</sup> non-compliance:</b> CAP that includes required attendance of the SR Contracts Compliance Course
16	Provider notifies the ELCHC if it receives military subsidy payments through or from the Child Care Aware of America© (formally NACCRRRA) or	6M-4.610, F.A.C. OEL-SR 20	<b>1<sup>st</sup> non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance

	any legal successor organizations, on behalf of any child enrolled in the provider's SR program.		<p><b>2nd non-compliance:</b> Provider is placed on probationary status for up to 6 months 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>
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	<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> Provider is placed on probationary status for up to 6 months and must take all actions required by the ELCHC to correct the deficiency</p> <p><b>3rd non-compliance:</b> Termination for Cause for the remainder of the contract term</p>
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	<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> Provider is placed on probationary status for up to 6 months 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>
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	<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> Provider is placed on probationary status for up to 6 months and must take all actions required by the ELCHC to correct the deficiency</p> <p><b>3rd non-compliance:</b> Termination for Cause for the remainder of the contract term</p>

20	<p>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.</p>	<p>6M-4.610, F.A.C. OEL-SR 20</p>	<p><b>1<sup>st</sup> non-compliance:</b> CAP from provider outlining the system that will be implemented to ensure compliance  <b>2<sup>nd</sup> non-compliance:</b> CAP; additional TA  <b>3<sup>rd</sup> non-compliance:</b> CAP; required attendance of the SR Contracts Compliance Course</p>
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)(o), 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  <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</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)(o), F.S. 6M-4.610, F.A.C.</p>	<p><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</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) (m) &amp; (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  <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</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  <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</p>
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