



PROGRESSIVE ENFORCEMENT PROCEDURES FOR NON-COMPLIANCE WITH PROGRAM REQUIREMENTS VOLUNTARY PREKINDERGARTEN (VPK) PROGRAM

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 3rd 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: 1st non-compliance: CAP; additional onsite monitoring 2nd non-compliance: CAP; additional onsite TA/monitoring; in person TA meeting. 3rd non-compliance: 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.	1st non-compliance: CAP; additional onsite monitoring 2nd non-compliance: CAP; additional onsite TA/monitoring; in person TA meeting 3rd non-compliance: 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 1st non-compliance: CAP 2nd non-compliance: CAP; additional onsite TA/monitoring; in person TA meeting 3rd non-compliance: 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.	1st non-compliance: CAP 2nd non-compliance: CAP; additional onsite TA/monitoring; in person TA meeting 3rd non-compliance: 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. 1st non-compliance: Written warning 2nd non-compliance: CAP

			3rd non-compliance: 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	1st non-compliance: CAP; disallowed costs 2nd non-compliance: CAP; disallowed costs; additional onsite monitoring 3rd non-compliance: 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. 1st non-compliance: CAP; additional onsite monitoring 2nd non-compliance: CAP; additional onsite TA/monitoring; in person TA meeting 3rd non-compliance: 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.	1st non-compliance: CAP 2nd non-compliance: CAP; additional onsite TA/monitoring 3rd non-compliance: 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	1st non-compliance: 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	1st non-compliance: CAP; disallowed costs 2nd non-compliance: CAP; additional onsite monitoring; disallowed costs 3rd non-compliance: 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	1st non-compliance: CAP; disallowed costs 2nd non-compliance: CAP; additional onsite monitoring; disallowed costs

			3rd non-compliance: 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	1st non-compliance: Written warning 2nd non-compliance: CAP 3rd non-compliance: 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	1st non-compliance: CAP; monthly desk-review monitoring for 3 months; payments are withheld until Verification Forms are submitted each month 2nd non-compliance: CAP; monthly desk-review monitoring for 6 months; payments are withheld until Verification Forms are submitted each month 3rd non-compliance: 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	1st non-compliance: CAP 2nd non-compliance: CAP; in person TA meeting 3rd non-compliance: 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.	1st non-compliance: 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.	1st non-compliance: CAP, provider must enter and submit the scores in Bright Beginnings within the 7 calendar days window provided in writing by the ELC

			<p>2nd non-compliance: 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>3rd non-compliance: 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>1st non-compliance: 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>1st non-compliance: 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>2nd non-compliance: 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>3rd non-compliance: 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	1st non-compliance: 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>1st non-compliance: 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>2nd non-compliance: Disallowed cost for days not covered by insurance. Termination for Cause for the remainder of the Contract term</p>

			3rd non-compliance: 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.	1st non-compliance: CAP 2nd non-compliance: CAP; provider must submit evidence of coverage on a quarterly basis for 1 year 3rd non-compliance: 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.	1st non-compliance: 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 2nd non-compliance: Disallowed cost for days not covered by insurance; Termination for Cause for the remainder of the contract term 3rd non-compliance: 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.	1st non-compliance: CAP 2nd non-compliance: CAP that includes submission of quarterly updated certificate of insurance 3rd non-compliance: 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	1st non-compliance: CAP that includes a new written policy that is aligned with requirement 2nd non-compliance: CAP that includes a new written policy that is aligned with requirement; required attendance of the VPK Contracts Compliance Course 3rd non-compliance: 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	1st non-compliance: CAP that includes a new written policy that is aligned with requirement

			<p>2nd non-compliance: CAP that includes a new written policy that is aligned with requirement; required attendance of the VPK Contracts Compliance Course</p> <p>3rd non-compliance: 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>1st non-compliance: CAP from provider outlining the system that will be implemented to ensure compliance</p> <p>2nd non-compliance: CAP; additional TA</p> <p>3rd non-compliance: 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.	1st non-compliance: 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>1st non-compliance: CAP</p> <p>2nd non-compliance: CAP; additional TA</p> <p>3rd non-compliance: 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.