

Early Learning Coalition

of Pinellas County, Inc.

Policy: ELCPC-61.2	Title: School Readiness Provider Enforcement Policy	
	Review Date: January 2016	Next Review Date: January 2017

References: Statewide School Readiness Provider Contract
 OEL-SR20,
 OEL SR20LE,
 OEL-SR 20L,
 OEL-SR20FFN
 School Readiness Provider Monitoring Tool,
 Chapter 1002 F.S.,
 Florida Administrative Code Chapter 6M

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 child care centers, licensed family child care homes, licensed exempt child care centers, and informal providers receiving School Readiness (SR) funding.

Policy:

Corrective Action

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.

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.

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.

Terminations

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.

Termination for cause includes, but is not limited to, failure to implement corrective action for a Class I violation or when a provider's license is placed on probation status. A provider may be eligible to reapply for a School Readiness Contract during the next open certification period when their license is removed from probation status.

For SR Contract terminations due to a provider's license being placed on probation status and it is their 1st offense, they may be eligible to reapply for a SR Contract when their license is removed from probation status. For two or more offenses for probation status, a provider's SR Contract will be terminated and the provider will be ineligible to deliver a SR program for a period of five (5) years from the date of termination.

Emergency Termination

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.

Other violations involving emergency termination include failure to maintain status as an eligible child care provider and failure to obtain written approval from the Coalition prior to transferring or assigning the Contract to another entity, corporation, or owner.

Any lapse in coverage, non-renewal or cancellation of general liability insurance will result in immediate termination. "No loss" letters will not be considered as a form of corrective action for lapses in general liability insurance.

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.

Revocation of Eligibility

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 will be ineligible to execute a new School Readiness Contract for five (5) years from the date of termination.