

Early Learning Coalition

of Pinellas County, Inc.

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

References: OEL-SR20, Statewide School Readiness Provider Contract
 OEL SR20LE,
 OEL-SR 20L,
 OEL-SR20FFN
 Chapter 1002 F.S.,
 6M-4.610, F.A.C, SR Provider Contract
 6M-4.620, F.A.C., SR Health and Safety Checklists and Inspections
 6M-4.630., F.A.C., SR Provider Contract Monitoring Tool

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. It is the intent of the Early Learning Coalition of Pinellas County, Inc. to ensure the health, safety, and development of all School Readiness children and to maintain compliance of the program requirements delivered by School Readiness providers in accordance with federal, state, and local guidelines.

Policy:

Corrective Action for Contract Noncompliance

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.

If the provider has not satisfactorily completed the terms of its probation by the end of the contract term, the provider will still be held accountable for the terms of the probation of the previous contract if the provider remains eligible to deliver the School Readiness Program and executes a new contract with the Coalition.

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

The coalition has the right to terminate a provider's contract for cause at any time, pursuant to the School Readiness Provider Contract. The following are grounds for termination for cause:

(a) Action, or lack of action, which immediately threatens the health, safety or welfare of children; **or**

(b) Failure to comply with the terms of the provider's contract, including failure to implement corrective action or comply with the terms of probation.

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.

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.