

<b>ELCPC-71.2</b>	<b>Voluntary Prekindergarten (VPK) Provider Eligibility and Enforcement Policy</b>	
	<b>Board Approved: 03/28/2019</b>	<b>Effective Date: June 26, 2019</b>

**References:** Statewide VPK Provider Contract  
OEL-VPK 20, OEL-20PP, OEL-20PS,  
Chapter 1002, Part V, F.S., Chapter  
1002.91, F.S.  
Chapter 414.39, F.S. 6M-8, F.A.C.  
Rule 65C-22.010 or 65C-20.012, F.A.C.

**Purpose:** To outline enforcement actions with Voluntary Prekindergarten (VPK) providers who are fail to comply with the terms of the Statewide VPK Provider Contract.

**Background:**

This Coalition policy and procedure is inclusive to all VPK Provider settings: licensed child care centers, licensed family child care homes, and licensed-exempt providers receiving VPK funding. The Florida Office of Early Learning has established eligibility requirements for contracting to provide services in the VPK program through Rule 6M- 8.301. This Rule also publishes the Statewide Voluntary Prekindergarten Contract, Form OEL-VPK 20, which further define the requirements for the VPK program. This contract include enforcement procedures that authorize local Coalitions to act when a contracted Provider fails to deliver services that meet requirements or endangers the health and safety of children. Providers must demonstrate the capacity to meet the requirements of the contracts, Rules, statutes, and associated regulations; including their ability to meet the conditions required to maintain their legal operating status; and adherence to the licensing, accreditation. /

**Policy:**

**Contract Eligibility** The following are both pre-requisites for contracting as well as requisites for current contracts. Current contracts may be terminated if any of the following requirements are not met.

Effective July 1, 2018, The early learning coalition may refuse to contract with a VPK provider or revoke a VPK provider's eligibility to deliver the Voluntary Prekindergarten Education Program if the prekindergarten provider has been cited

for a Class I violation by the Department of Children and Families (DCF) in accordance with Rule 65C-22.010 or 65C-20.012, F.A.C. (as applicable to the provider type) or local licensing agency (as applicable to the provider location).

Rule 6M-8.301, determines VPK Program Ineligibility. For the purposes of this subsection "individual associated with a provider" means an individual or family member of an individual who, regardless of compensation, holds a management position, oversees the operations of a provider, or is an officer, shareholder, beneficial owner or member of the board of directors of a provider. A provider shall not be eligible to contract to offer the VPK program if any of the following circumstances apply:

- a. The provider is on the United States Department of Agriculture National Disqualified List;
- b. An individual associated with the provider was, or is, associated with another provider that is on the United States Department of Agriculture National Disqualified List;
- c. The provider has been terminated from participation in the program due to fraud and is currently not eligible to participate in the School Readiness program or VPK program;
- d. An individual associated with the provider was, or is, associated with another provider that has been terminated from participation in the program due to fraud and is currently not eligible to participate in the School Readiness program or VPK program;
- e. The provider is currently ineligible to participate in the program pursuant to Section 1002.67(4).
- f. An individual associated with the provider was or is associated with another provider that is currently ineligible to participate in the program pursuant to Section 1002.67(4), F.S.
- g. For multi-site providers, such as corporate chains or school districts, VPK program ineligibility identified in paragraphs (e) and (f) above, is per site and may not apply to all locations unless specifically determined otherwise by the coalition. In determining ineligibility of multi-site providers, the coalition shall consider the following factors: the severity of the provider's actions leading to the ineligibility, the health, safety and welfare of children enrolled at the provider sites, the financial impact of the provider's actions, the impact that ineligibility would have upon the local community, consistency with coalition's actions against other providers for similar violations of the Contract or program requirements, the length of time that provider provided services under the contract with the coalition, and whether the provider had previously violated the terms of the Contract and prior contracts with the coalition.

For providers removed from eligibility due to noncompliance specifically related to VPK pre- and post-assessment or VPK readiness rates under Section 1002.67(4), F.S., the removal from eligibility applies to VPK program type (school-year or summer) and therefore, in paragraphs (e) and (f) above, ineligibility to contract is per program type.

By Rule 6M-8.301, when a provider is removed from eligibility it is not just the owner and directors that lose their eligibility, but all persons involved in operations and management to include the facility Director, Assistant Director, or any staff listed on a provider's application, Owner/Operator Information Form, that were given authorization to sign contractual and financial documents on behalf of the company.

The definition of "family member of an individual" for the purposes of enforcement of this policy is:

*A spouse or significant other, a parent, sibling, or child, or any other individual residing in the household.*

- a. Parent includes father, mother, father-in-law, mother-in-law, stepfather, or stepmother*
- b. Child includes son, daughter, son-in-law, or daughter-in-law, stepson, or stepdaughter.*
- c. Sibling includes brother, sister, step-brother, stepsister, half-brother, half-sister, and all spouses of these siblings (brothers-in-law and sisters-in-law).*
- d. Family also includes: grandparents, aunts, uncles, nieces and nephews, and first cousins.*

### **Corrective Action**

If the Coalition determines a provider has failed to comply with the provisions governing the VPK Program as described in paragraph 5, or the requirements of the VPK Contract, and the Coalition concludes that corrective action will resolve the failure to comply, the Coalition will notify the provider in writing. The notice will identify the specific requirement(s) which the provider failed to meet and describe how the provider failed to meet each requirement. In addition, the notice will provide a detailed description of any required corrective action and a deadline for completion of the corrective action. Finally, the notice will state that the provider may request a review of the determination as described in the Due Process procedures. Coalition staff will verify satisfactory completion of corrective action and provide confirmation in writing to the provider.

### **Financial Consequences**

Noncompliance related to insurance, reporting suspected abuse or neglect,

child attendance documentation, child ratios, accreditation, instructional hours, notification requirements, and staff qualifications will result in nonpayment for VPK funded children for the affected days. Note: For the purposes of general liability insurance coverage, policy reinstatements conditional on a “no loss” letter will be considered a lapse in general liability insurance.

## **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 VPK 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 another approved VPK provider. Parents will be subject to the VPK re-enrollment requirements in OEL Rule 6M-8, F.A.C. Parents choosing to keep their child enrolled with the terminated provider will forfeit their VPK services.

### *Emergency Termination*

The Coalition must immediately terminate a provider's VPK Provider 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.

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 another approved VPK provider. Parents will be subject to the VPK re-enrollment requirements in OEL Rule 6M-8, F.A.C. Parents choosing to keep their child enrolled with the terminated provider will forfeit their VPK services.

### *Revocation of Eligibility*

A provider whose VPK Provider Contract has been terminated due to violations of Florida Statute or provider misconduct will be ineligible to execute a new VPK Provider Contract for five (5) years from the date of termination.

### *Provisional Licenses*

A provider whose license is on a provisional status is not eligible to begin a VPK program. A provider may apply for a Contract once their license is removed from provisional status.