



Title: Provider Contract Non-Compliance Policy
Pages: 4
DEL Approval: {Enter date once DEL approved}
Latest Revision Date: 03.07.2023
Approved by ELC Board: {Enter date once approved}
SR Plan Document # Attachment

Provider Contract Non-Compliance Policy

The Early Learning Coalition of the Emerald Coast (ELC-EC) is responsible for monitoring and assisting providers with improving the quality of childcare in Okaloosa and Walton Counties. ELC-EC seeks to provide contracted childcare programs with the information they need to operate in compliance with all applicable laws, regulations, and contractual authority. This is accomplished through proactive training, monitoring, technical assistance, and corrective action. If violations are not remedied by the Provider, noncompliance can reach the Board Program Committee which may result in contract termination.

The Coalition is establishing a Non-Compliance Policy that models the progressive enforcement Class Violation System of DCF. We want to ensure all providers are treated fairly and given ample opportunities to maintain a healthy and safe environment for children and teachers while maintaining contractual compliance and obligations. The Coalition has taken contractual requirements and added them in as additional Class I, II, III or IV (new category) violations for non-compliance. We have aligned the severity of the noncompliance with the DCF rubric that the most egregious are Class I and things like missing/late paperwork are Class IV.

When action is needed, the steps in the ELC-EC's processes are generally sequential in nature and if necessary, progressive, and incorporate the provider's recent noncompliant history. Depending on the severity and frequency, actions may include technical assistance, notices of violations, and/or probationary contract status, such as being placed on a Quality Improvement Plan or Providers on Probation. Some violations, however, due to their severity, require immediate and impactful intervention such as ELC-EC Board level intervention that can result in contract termination.

The ELC-EC team will offer technical support, education, and guidance to providers as needed to address violations. Providers with habitual violations and/or Class I violations may be subject to a due process hearing to determine if further action is warranted. Habitual offenders would have any of the following during the contract year:

- 6 or more class IV violations,
- 5 or more class III violations,
- 4 or more class II violations; or
- If the class of violations are varied, a total of 6 violations from Classes II through IV.

The due process hearing will consist of 1 board member and 2 ELC-EC staff members.

When the Coalition determines that a childcare program is not in compliance with childcare standards set forth in the Child Care Ordinance, the Florida Statutes or the Florida Administrative Code, it shall make a reasonable attempt to discuss each violation with the owner or director or operator of the program, document the violation(s) in the inspection/non-compliance report(s), and establish the time frame within which the owner or director shall complete corrective action for any violation(s). There are four (4) classes of violations:

Class I Violations

- For Licensing: “Class I Violation” is the most serious Class of Violation and *requires immediate correction*. This category of violations shall refer to those conditions or occurrences *constituting negligence related to the operation and/or maintenance of a childcare facility* that the local licensing agency has determined present an *immediate danger to the children in care or personnel* at the facility that could or does cause serious physical or emotional harm. It includes at a minimum, violations related to background screening requirements, staff to child ratios, direct supervision, facility capacity, reporting requirements relative to any event of an illness, accident, injury, or emergency at the facility which results in the serious injury or death of a child, and the provision relative to releasing a child from a facility.
- The Coalition has defined the following to be a Class I violation of Non-Compliance Policy
 1. Failure to come into compliance with DCF Class I violation within required timeline as defined by DCF report.
 2. Violation of Unusual Incident Notification as defined by *SR contract #81 (as listed below for reference – contract will supersede any discrepancy to this policy).
 3. Failure to report child absences as defined by contract in Paragraphs 23-24 pursuant to FL Statute/ Rilya Wilson Act F.S. 39.60.
 4. Failure to allow ELC-EC staff or parents access to children/facility.
 5. Failure to complete SR Quality Improvement Plan (QIP), VPK Provider on Probation (POP), or similar corrective action plan required by DEL Contract.
 6. Failure to maintain **coverage** as required in any of the follow that result in lapse of coverage:
 - a. DCF exemption letter or license
 - b. General liability insurance
 - c. Worker's compensation insurance (if applicable)
 - d. On site SR/VPK Director

*SR contract paragraph 81

Unusual Incident Notification. PROVIDER agrees to report unusual incidents to COALITION by no later than the close of business on the next business day of the unusual incident and to submit a written report to COALITION within three (3) business days from the date of the incident. For licensed PROVIDERs, sending a copy of the incident report submitted for DCF to COALITION shall constitute compliance with this paragraph. An unusual incident is any significant event involving the health and safety of children under PROVIDER’s care. Examples of unusual incidents include

accusations of abuse or neglect against PROVIDER or PROVIDER’s staff; the injury of a child which requires professional medical attention at PROVIDER’s site or written notification from the child’s parent that the child received professional medical attention; and when PROVIDER receives notice of litigation where PROVIDER is named party or defendant, and which relates to the PROVIDERs operation at any location at which SR services are being provided.

Class II Violations

- For Licensing: “Class II Violation” refers to those conditions or occurrences related to the operation and/or maintenance of a childcare facility that the local licensing agency has determined *threatens directly or potentially the physical or emotional health, safety, or security of the children*. Class II violations include at a minimum the following: non-compliance with First aid/CPR requirements, requirement to have a first aid kit on site, requirements related to physical facility, and sanitation requirements.
- The Coalition has defined the following to be a Class II violation of the Non-Compliance Policy:
 1. Failure to communicate incidents or changes timely - notification of incident that doesn’t affect children’s immediate health and safety but would impact contract and/or operations. Examples: Changes in operations (director, staff, location, closure) or an incident that requires professional medical attention for staff.
 - a. School Readiness contract Notification section paragraphs 79 through 82 (numbers may change due to State contract revisions) list required timeframes for notification.
 - b. Voluntary Pre-K contract Notification section paragraphs 64 through 67 (numbers may change due to State contract revisions) list required timeframes for notification.
 2. Failure to complete a corrective action plan within the timeline listed in the action plan for any non-compliance addressed by this policy.

Class III Violations

- For Licensing: “Class III Violation” poses a low potential for harm to children in care. This category of violations shall refer to those conditions or occurrences related to the operation and/or maintenance of a childcare facility that the local licensing agency has determined *threatens indirectly or potentially the physical or emotional health, safety, or security of children*. Class III Violations include at a minimum, the following: non-compliance with record keeping for enrollment of children and childcare personnel information, record keeping of mandatory fire drills, providing proof of satisfactory fire inspection, providing proof of current and proper insurance, educational requirements of personnel, requirement to maintain a daily log of children in attendance.
- The Coalition has defined the following to be a Class III violation of the Non-Compliance Policy:
 1. Failure to **submit** required document within timeframe noted (but they did exist contemporaneously):
 - a. DCF exemption letter or license – within 14 calendar days of expiration

- b. General liability insurance – requires 10 day written advance notice for cancellation or changes to coverage.
 - c. Worker's compensation insurance (if applicable) – within 14 calendar days of expiration.
 - d. Provider Sign in/out (for child's attendance), VPK long/short forms, and/or VPK substitute forms. Attendance related forms are due on or before the close of the 3rd business day of the month (for the prior month's services).
 - e. Child terminations in EFSM – within 14 calendar days.
2. Failure to maintain a properly credentialed teacher in a VPK funded classroom

Class IV Violations

- The Coalition has defined "Class IV Violation" as those conditions or occurrences related to the operations and/or contractual compliance for the facility.
 - 1. Failure to complete and submit required paperwork items when due (as listed in the VPK or SR contract):
 - a. Child Ages and Stages Questionnaire (electronic submission in EFSM)
 - b. Provider Attendance Roster (electronic submission in EFSM)
 - c. VPK Application - director, staff, classroom
 - d. VPK Child Assessments (electronic completion of VPK FAST)
 - e. QPS classroom changes
 - 2. Failure to maintain and implement contractual curriculum

Failure to submit documentation within the 3-business day requirement (e.g. attendance rosters and supporting documentation) may result in a delay of payment for VPK and/or SR reimbursement. Failure to have the required elements (license, insurance, etc) per the VPK/SR Contract or failure to provide the minimum level of services required by the Contract, the Coalition may temporarily withhold reimbursement, disallow all of part of services not in compliance with the terms of the Contract, or terminate the Contract. {Financial Consequences paragraph of both the VPK and SR Provider Contracts}.

I have read and understand the above Provider Contract Non-Compliance Policy.

Signature of Authorized Provider Representative

Date

Provider Name: _____