



Early Learning Coalition of Northwest Florida, Inc.



We exist to grow healthy children, parents, and the relationship between them.

Subject: Coalition School Readiness Provider Non-compliance Policy		
Purpose: To ensure the well being of children receiving School Readiness services in contracted early learning and care programs through the adoption of written non-compliance policies and consequences.		
Original Policy #: PAA-001-08	Reference: 402.305, Florida Statutes 411.01, Florida Statutes 435.04 Florida Statutes 65C-20 F.A.C., 65C-22 F.A.C., 65C-25 F.A.C. School Readiness Provider Contract	
Amended Policy #: Amendment #3		
Board Approval Date (original): February 6, 2008	Effective Date: July 1, 2009	Policy Amended: Any previous existing Coalition non-compliance policies
Board Replacement Approval Date: November 4, 2009	Amendment Effective Date: July 1, 2009	

A. Background:

1. The Coalition enters into legally binding Provider contracts for School Readiness services with private, faith-based, school-based, and/or school-age early learning and care programs.
2. To ensure the health, safety, and well-being of School Readiness funded children and consistent implementation of the School Readiness Provider Contract, the Coalition Board initially voted to execute the Coalition’s non-compliance policies, effective July 1, 2009.
3. These policies relate to School Readiness Providers’ compliance issues with federal and state laws and rules, School Readiness Provider Contract requirements, and Department of Children and Families (DCF) licensing requirements. Compliance issues shall include, but are not limited to:
 - a. Actions and incidents that place children in immediate or imminent danger of harm and/or an unhealthy and unsafe environment.
 - b. Insufficient, lapse, or cancellation of commercial general liability insurance coverage

- c. Suspected or determined fraudulent activity
- d. Refused entry of Parents, Coalition staff, or designee or no Provider personnel is on the premises during established operating hours.
- e. Observed licensing violations by the Department of Children and Families (DCF) inspectors for the following as required by 435 F.S., 65C-20 F.A.C., 65C-22 F.A.C., and 65C-25 F.A.C.:
 - a) Staff to Child Ratio Requirements
 - b) Direct Supervision Requirements
 - c) Background Screening and Rescreening Requirements:
 - (i) Non-documented submission and/or completion of the following within the required timeframes:
 - a. Local Law Check
 - b. Finger Print Card
 - c. FDLE Computer Printout
 - d. FBI Clearance Letter
 - (ii) Failure to terminate employee(s) whose background results included a disqualifying offense(s)
 - (iii) Required background screening and rescreening on household members if the Provider's facility is located in a private residence
- f. Excessive compliance violations as determined by the Department of Children and Families (DCF) or the Coalition

B. Authority:

1. This policy replaces any previous written or verbal directives on the subject of non-compliance.

C. Persons Impacted:

1. School Readiness Providers, families attending cited School Readiness Providers

D. Definitions:

1. Breach of Contract – means any violation of the terms and conditions of the School Readiness Provider Contract
2. Business Day – means any day other than a Saturday, Sunday, or holiday recognized by the Coalition.
3. Department of Children and Families (DCF) – means the state agency responsible for registering, licensing, and inspecting child care programs.
4. Excessive Compliance Violations – means violations found on any DCF licensing inspection report that exceeds 20% noncompliance for the initial inspection, 10% for the reinspection, and 0% on the subsequent reinspection.

5. Grievance – means any dispute of documented disagreement with a decision of the Coalition.
6. Notice of Non-compliance – means the method of notification for School Readiness Provider non-compliance.
7. Probationary Period – means a corrective action measure that may be taken by the Coalition where no new children are placed with a Provider for a period of time not to exceed ninety (90) calendar days.
8. Reimbursement – means the method of payment for School Readiness services.
9. School Readiness Provider Contract – means the document that specifies the requirements of entering into agreement with the Coalition to provide School Readiness services.
10. School Readiness Provider – means the early learning and care program that has entered into a contract with the Coalition to provide School Readiness services.
11. Termination – means cancellation of a Provider’s contract by the Coalition or Provider.

E. Policies:

1. Notices of Non-compliance
 - a. A Notice of Non-compliance establishes a formal notice from the Coalition with deadlines for corrective action for non-compliance issues stated in Section A., 3a through 3f above.
 - b. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery to the Provider.
 - c. Copies of the Notice of Non-compliance shall be provided to the appropriate Coalition staff and community agencies/organizations, along with any follow-up activity. Copies of all notices shall also be placed in the Provider contract file.
 - d. In some circumstances, the Provider may be able to demonstrate compliance by submitting specific documentation to the Coalition. Once received by the Coalition’s Contracts Director, the Provider’s contract file must be appropriately documented and a written statement issued to the Provider for completion of the corrective action.
 - e. If necessary, the Coalition or designee shall re-inspect the facility to validate compliance and send a copy to the Coalition’s Contracts Director.

- f. The Coalition reserves the right, in its sole discretion, to notify parents (verbally and/or in writing) of School Readiness children in the Provider's care of the reason the Notice of Non-compliance has been issued.
- g. The Provider, upon receipt of the Notice of Non-compliance, shall post said notice in a conspicuous place within the child care facility. Said Notice of Non-compliance shall remain posted for a minimum of thirty (30) calendar days or until the Provider has received a written statement from the Coalition indicating completion of the corrective action and the deficiencies have been satisfied, whichever period of time is longer.

2. Non-reimbursement for School Readiness Services

- a. The Coalition shall issue a Notice of Non-compliance and not reimburse the Provider for any School Readiness children enrolled on the day(s) of non-compliance. This financial penalty is considered disciplinary and the Provider shall not pass on the cost of care for the non-reimbursable day(s) to the parents. Non-reimbursement violations shall include the following:
 - 1) Insufficient, lapse, or cancellation of commercial general liability insurance coverage as stated in the contract.
 - 2) Observed licensing violations by the Department of Children and Families (DCF) inspectors for the following as required by 435 F.S., 65C-20 F.A.C., 65C-22 F.A.C., and 65C-25 F.A.C.:
 - a) Staff to Child Ratio Requirements
 - b) Direct Supervision Requirements
 - c) Background Screening and Rescreening Requirements:
 - (i) Non-documented submission and/or completion of the following within the required timeframes:
 - a. Local Law Check
 - b. Finger Print Card
 - c. FDLE Computer Printout
 - d. FBI Clearance Letter
 - (ii) Failure to terminate employee(s) whose background results included a disqualifying offense(s)
 - (iii) Required background screening and rescreening on household members if the Provider's facility is located in a private residence

3. Probationary Period

- a. The Coalition, in its sole discretion, may issue a Notice of Non-compliance and place the Provider, who is in violation of the requirements listed below, on a probationary period, during which

time no new children are placed with the Provider not to exceed ninety (90) calendar days:

- 1) Under investigation for suspicion of fraudulent activity
- 2) Under investigation for placing children in immediate or imminent danger of harm and/or an unhealthy and unsafe environment, this may include, but not be limited to the following:
 - a) Suspicion of abuse and/or neglect
 - b) Improper disciplinary action on a child
 - c) Serving children adulterated or expired food
 - d) Discovery of accessible firearms to children or other weapons on a person or on the premises.
 - e) Discovery of drugs and/or drug paraphernalia, etc. found on a person or on the premises.
 - f) Any other occurrence as determined by the Coalition at its full discretion
- 3) Excessive compliance violations as determined by the Department of Children and Families (DCF) or the Coalition
- 4) Failure to complete Corrective Action requirements as part of a previous Coalition Notice of Non-compliance

4. Final Notice of Non-Compliance

- a. The Final Notice of Non-compliance is utilized when the Provider:
 - 1) Fails to correct previously identified deficiencies and make improvements within the specified deadlines stated in the initial Notice
 - 2) Demonstrates a pattern of repeated violations in the same area(s)
 - 3) Actions or incidents that place children in immediate and imminent danger of harm and/or an unhealthy and unsafe environment

The Final Notice identifies deadlines for compliance and consequences for failure to comply up to and including termination of contract with the Provider.

- b. The Final Notice of Non-compliance is issued by the Coalition's Contract Director or designee following receipt of documentation of the Provider's failure to comply with the previous Notice or demonstrates a pattern of repeated violations in the same area(s) or when an area of concern places children in immediate or imminent danger of harm and/or an unhealthy and unsafe environment.
- c. The Provider, upon receipt of the Final Notice of Non-compliance, shall post said notice in a conspicuous place within the child care facility. Said Final Notice of Non-compliance shall remain posted for a minimum of thirty (30) calendar days or until the Provider has

received a written statement from the Coalition indicating completion of the corrective action and the deficiencies have been satisfied, whichever period of time is longer.

- d. The Coalition reserves the right, in its sole discretion, to notify parents verbally or in writing of the School Readiness children that a Final Notice on Non-Compliance has been issued and the reason for its issuance.
- e. If the contract is terminated by the Coalition or the Provider, the Coalition will notify parents (verbally and/or in writing) of the School Readiness children in the Provider's care of the reason the contract has been terminated and the date School Readiness funding ceases. Every parent affected may:
 - 1) Choose to transfer their child to another Coalition approved Provider and continue to receive funding through the School Readiness Program,
 - 2) Choose to remain with the existing Provider; however, the parent must pay the existing Provider's private rate as their child is no longer funded through the School Readiness program.

5. Termination

- a. The Coalition, in its sole discretion, may issue a Notice of Termination to the Provider and cancel their contract for School Readiness services for compliance issues that include, but not limited to the following:
 - 1) Failure to meet the deadlines for compliance as stated in the Final Notice of Non-compliance
 - 2) Determination of fraudulent activity
 - 3) Determination of placing children in immediate or imminent danger of harm and/or an unhealthy and unsafe environment, this may include, but not be limited to the following:
 - a) Abuse and/or neglect
 - b) Improper disciplinary action on a child
 - c) Serving children adulterated or expired food
 - d) Discovery of accessible firearms to children or other weapons on a person or on the premises.
 - e) Discovery of drugs and/or drug paraphernalia, etc. found on a person or on the premises.
 - 4) Refused entry of Parents, Coalition staff, or designee or no Provider personnel is on the premises during established operating hours
 - 5) Excessive compliance violations as determined by the Department of Children and Families (DCF) or the Coalition
 - 6) Any reason should such be in best interest of School Readiness funded children

- b. The Coalition will notify parents (verbally and/or in writing) of the School Readiness children in the Provider's care of the reason the contract has been terminated and the date School Readiness funding ceases. Every parent affected may:
 - 1) Choose to transfer their child to another Coalition approved Provider and continue to receive funding through the School Readiness Program,
 - 2) Choose to remain with the existing Provider; however, the parent must pay the existing Provider's private rate as their child is no longer funded through the School Readiness program
- c. The Provider, upon receipt of the Notice of Termination, shall post said notice in a conspicuous place within the child care facility.

F. Dispute Resolution Procedures

1. The Coalition's Contract Director shall be the first contact for dispute resolution. The Provider must present to the Coalition written notice of any disputes or disagreements that cannot be resolved by the Coalition's Contract Director within twenty (20) business days of the alleged incident/decision that caused the dispute or disagreement. (NOTE: For issues in the area of discrimination and/or harassment the dispute or disagreement must be filed within one (1) year of the alleged behavior. For issues in the area of disability/accommodation, the dispute or disagreement must be filed with thirty (30) calendar days.) Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
2. The Coalition's Executive Director shall decide the dispute or disagreement within ten (10) business days after receiving said notice, reduce the decision to writing, and deliver a copy to the Provider by certified mail, return receipt requested, or in person with proof of delivery.
3. If the Provider is dissatisfied with the Executive Director's decision, it may be appealed in writing to the Coalition's Board of Directors within twenty-one (21) calendar days of the Provider's receipt of the Executive Director's decision. The Provider will be allowed to bring the dispute or disagreement before a quorum of the membership of the Coalition or a standing committee composed exclusively of voting members for a final decision.
4. Once the Coalition's Board of Directors has made its final decision, either party may then choose to pursue the matter through other legal recourse that may be available.