

# Early Learning Coalition of Escambia County



## School Readiness 2021-2022 Contract Briefing

# **EFS Modernization**

## **Provider Portal – 2021/2022 Contracting Prerequisites**

- **The Office of Early Learning is requiring all Coalitions to use their statewide data system, EFS MOD, for all processes of the School Readiness and Voluntary Pre-Kindergarten Programs.**
- **To be eligible for a School Readiness or VPK contract for the 2021-2022 contract year, all applicants must be registered in the Provider Portal, must complete a provider profile and a contract application.**
- **A contract cannot be granted to any Provider who has not completed their Provider Profile and the online contract application.**

# Statutory/Rule Changes

- **2016: New Health and Safety Standards started in 2017.**
  - ALL SR providers are inspected at least once a year by DCF
  - New providers inspected and error free before contract execution
  - ELCs enforce violations of standards as contract non-compliance
  - Licensed inspected and accountable to DCF as always
- **2018: Starting July 1, 2018, Coalitions may revoke eligibility or deny contracts due to ONE Class 1 Violation**
- **2018: Program Assessments are a prerequisite to SR Contracting starting July 1, 2019. CLASS Assessments start in 2018-2019.**
- **2018: Rate incentives based on SRPA Scores and performing child assessments begin July 1, 2019.**
- **2019: ELC to start paying parent registration/application fees.**
- **2019: New SR/VPK contracts incorporate all the above.**
- **2021: Employers must use the E-Verify system for all new hires.**

# SRPA Thresholds for 21-22

- **Providers with SR children**
  - Program Assessment Required
  - Exemptions: No or too few children, or school age only
- **Program Assessment CLASS Scores**
  - Minimum Threshold for Contracting = 4.0
  - Minimum Threshold for Quality Improvement Plan = 3.5 to 3.99
  - SR Quality Performance Incentive = 4.00 or above
    - 4.00-4.99 = 4%, 5.00-5.99 = 7%, 6.00-7.00 = 10%
- **Child Assessment Implementation**
  - SR Quality Performance Incentive
  - 100% SR children Birth to 5, 75% teaching staff retention = 5% rate incentive

# SRPA Continued

- 1. Does Provider meet minimum threshold for contracting?**
  - **Yes - Receive a SR Contract**
  - **No - You are not eligible to receive a SR contract**
    - ❖ **(UNLESS needed to meet capacity needs for ELC service area)**
- 2. Eligible for SR Contract: Does Provider meet or exceed the threshold for program improvement?**
  - **Yes - Quality Improvement Plan not required, (May be eligible for SR Quality Performance Incentive)**
  - **No - Required to go on a Quality Improvement Plan as identified in the SR Contract, Exhibit 3**
- 3. SR Quality Performance Incentive**
  - **Different levels of payment based on CLASS Score**
  - **Cannot be on QIP and receive an incentive**

# SR Quality Performance Incentives

## What is the SR Quality Performance Incentive?

### Differential payment program (1002.82(2)(o))

- Effective July 1, 2019
- Based on quality measures of program assessment
- SR Quality Performance Incentive: CLASS Score of:
  - 4.00-4.99 = 4%
  - 5.00-5.99 = 7%
  - 6.00-7.00 = 10%
- Total State incentive may not exceed 15%
- No more than 5% (of the 15%) may be provided to providers who submit valid and reliable child assessment data to statewide information system in the domains of language and executive functioning
- Total Incentives may not exceed 20%



# High CLASS Learning

## Necessary practices for a better CLASS

1. Teacher Stability: Not just keeping them on staff, but keeping them in the same age class everyday
2. Director Competence: Directing and owning is more than just reaping profits. Successful classrooms come from successful leadership
3. Training: Make effective use of training opportunities. Expend time & money to improve staff qualifications
4. Curriculum: Take it off the shelf and **Use it!** Assessors can tell if you do this, and if you don't

# Better prepare for your next SRPA?

- ❖ **Get Familiar with the CLASS tool**
- ❖ **Participate in Grow With Me**
- ❖ **Attend CLASS Group Coaching (MMCI)**
  
- ❖ **Advance Notice for 2022-2023**
  - ❖ **Starting in 2022/2023 Contracting Minimum will be 4.0, no exceptions.**
  - ❖ **Your 21/22 CLASS score will matter, A LOT.**
  - ❖ **In 22-23 immediate QIP if below 4.0.**
  - ❖ **After July 1, 2022, near immediate termination of contract (30 days).**



# Contract Eligibility

- To be eligible to deliver the School Readiness Program must be one of the following:
  - Child care facility licensed under s. 402.305
  - Family day care home licensed or registered under s. 402.313,
  - Large family child care home licensed under s. 402.3131
  - Public school or nonpublic school exempt from licensure under s. 402.3025
  - Faith-based child care provider exempt from licensure under s. 402.316
  - Before-school or after-school program described in s. 402.305(1)(c), or
  - Informal child care provider
- The Provider must maintain legally operating status. The Coalition may immediately terminate a contract upon revocation, suspension or termination of Provider's licensure, exemption, accreditation, or status to legally operate.

# Contract Eligibility cont.

Rule 6M-4.610(3) School Readiness Program Ineligibility. For the purpose 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 SR program if any of the following circumstances apply:

- The provider, or individual associated with the provider, is on the United States Department of Agriculture National Disqualified List ;
- The provider, or individual associated with the provider has not committed public assistance fraud;
- The provider, or individual associated with 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;
- The provider, or individual associated with the provider, is currently ineligible to participate in the program pursuant to Section 1002.88(2), F.S.

# Child Eligibility

Children can only be enrolled if they have an electronic authorization from the Coalition by means of a payment certificate.

Providers are only paid for children that are eligible from the date of the payment certificate and for no more care than the payment certificate authorizes.



# Health and Safety Requirements

- Provide a healthy and safe environment pursuant to s. 402.305(5), (6), and (7), as applicable, and as verified pursuant to s. 402.311.
- Unlicensed, license exempt providers now receive annual health and safety review by DCF.
- Since July 1, 2017, Coalition enforces violations of standards as contractual non-compliance.
- DCF still checks licensed, but Coalition required to enforce contractual compliance.
- DCF also doing three checks per year of all Gold Seal.
- May be terminated for excessive Class 1, 2 or 3 violations.



# Ratio and Group Size Requirements

**SR-20 - 11.b. Supervision. Provider agrees to provide minimum staff-to-children ratio by provider type at all times and direct supervision to ensure the health and safety of children in care.**

**SR-20L and LE - 2. Group Size and Staff to Children Ratio. In accordance with s. 1002.88(1)(d), F.S., Provider agrees to maintain group size and staff to child ratio in accordance with s. 402.302(8) or (11), F.S., as applicable, and as verified pursuant to s. 402.311, F.S.**

**Group Size set the maximum number of children, by age, that can be in single “classroom”**

- Over or equal to age 2 based on majority population**
- Under age 2 based on youngest population**

# Group Size Requirements

Age Group	Max Group Size	No active CDA required	1 active CDA required	2 active CDA required
Birth -12	12	1-4 children	5-8 children	9-12 children
One year olds	12	1-6 children	7-12 children	N/A
Two year olds	22	1-11 children	12-22 children	N/A
Three year olds	30	1-15 children	16-30 children	N/A
4,5,6 year olds	40	1-20 children	21-40 children	N/A
School age (>6)	50	1-25 children	26-50 children	N/A

- **Does not apply during: Outdoor, sedentary activities (School age), dining, specific large group assemblies or events.**
- **Simple guide: If two adults are required one must have a CDA!**

# Educational Requirements

**Curriculum**: Implement one of the curricula approved by the OEL that meets the State child development standards.

(F.S.S. 1002.88.1.f )

**Character Development**: Implement a character development program approved by the OEL to develop basic values.

(F.S.S. 1002.88.1.g)

**\*\* Must have from new OEL list after September 30, 2020.**

# Developmental Screening Requirements – ASQ's

“Collaborate with the Coalition to complete initial screening for each child, aged 6 weeks to kindergarten eligibility (60 months), within 45 days after the child’s first or subsequent enrollment, to identify a child who may need individualized support services.”

(F.S.S. 1002.88.1.i)

- **ASQ's are no longer completed in Brookes ASQ On-line**
- **ASQ's are completed in the Provider Profile in EFS MOD**
- **Parents shall have the first option to complete the ASQ**
- **The Coalition requires the Provider to complete the ASQ Process IF the parent defers or does not complete the screening in time allotted**
- **Failure to complete all requirements of the ASQ process can be grounds for contract termination**



# Developmental Screening Requirements – ASQ's Cont.

- **The screening process effective April 1, 2021:**
  1. **Initial Screening due no later than 45 days upon enrollment**
    - a. Parents shall have first option to complete screening within 5 days of enrollment
    - b. Parent may defer screening to provider
    - c. Provider will be required to do screening if defers or fails to complete on time
    - d. Parent will be notified via their parent portal with screening results
  2. **Annual Screening due no later than 45 days from date of redetermination**
    - a. Parents shall have first option to complete screening within 5 days of enrollment
    - b. Parent may defer screening to provider
    - c. Provider will be required to do screening if defers or fails to complete on time
    - d. Parent will be notified via their parent portal with screening results
  3. **No more Birth month screenings, Initial and Redetermination only**
- **Questions or issues contact: [inclusion@elcescambia.org](mailto:inclusion@elcescambia.org)**

# Prohibited Forms of Discipline

- **Standards in s. 1002.88(1)(i), F.S. and s. 402.305(12), F.S.**
- **No discipline that is severe, humiliating or frightening.**
- **Discipline may not be associated with food, rest or toileting.**
- **Spanking or other forms of physical punishment is prohibited.**
- **May not deny active play as a consequence of misbehavior.**
- **Must have documented Discipline policy per contract and monitoring tool.**



# Workers and Unemployment Comp

- **Provider must obtain and maintain any required workers compensation insurance under Chapter 440, F.S. and unemployment compensation coverage under Chapter 443, F.S.**
- **Provider must have evidence of coverage, waiver or exception.**
- **Must provide proof on site as part of monitoring.**



# E-Verify Requirements

- **Providers must use the I-9 and E-Verify system for all new employees effective January 1, 2021.**
- **Provider must provide evidence of using E-Verify.**
  - **This will be part of the SR contract documents each year.**
- **Providers shall also be required to attest that all employees hired before January 1, 2021 are cleared to work in the United States.**
  - **An attestation form shall be provided.**



# Absences

- Three excused absences allowed per month.
- Extraordinary absences are **ONLY** allowed for extreme circumstances, such as death or hospitalization, and must be documented, e.g. obituary, doctor note, court order.
- Max 10 days of absence, excused and extraordinary.
- **The Coalition must be notified if a child is absent 5 consecutive days** by the close of the 5<sup>th</sup> business day per contract.
- **Notify the Coalition AS SOON AS POSSIBLE when SR children no longer attend your program.** End of Month is too late.
- Send reports to [Absent@elcescambia.org](mailto:Absent@elcescambia.org)



# Unusual Incidents

**All** unusual incidents are to be reported to the Coalition by close of business next business day and a written report is to be submitted within 3 business days.

Can use [PIU@elcescambia.org](mailto:PIU@elcescambia.org) or call 850-595-5400 for incident reporting.

## Rilya Wilson Act

Providers caring for a child in the Protective Supervision Program must notify the Coalition of all absences at

[absent@elcescambia.org](mailto:absent@elcescambia.org), or

850-595-5400 or by fax at 850-466-3783.

Additionally, if a PS child is out 7 consecutive days they must notify

DCF and the Coalition

**Questions regarding PS reporting contact the  
ELCEC Protective Services Liaison.**

**850--741-8352**

(F.S.S. Section 39.604)

## Child Abuse Hotline

Comply with state child abuse and neglect reporting requirements.

All employees are required to call

**1-800-962-2873**

if child Abuse is suspected.

(F.S.S. section 39.201)



# Closures/Absences for COVID Incidents

- **Anything COVID related is considered a reportable incident.**
- **COVID Closures are case by case as no two closures recommendations from DOH are the same.**
  - **No set number of days required to be closed. (Not always 14 days)**
  - **May be closed by facility, classroom and/or teachers/students.**
  - **It all DEPENDS!**
- **Use [covid@elcescambia.org](mailto:covid@elcescambia.org) or call 850-595-5400 for incident reporting.**

# Other Program Requirements

- **Parental Choice**
  - Parents have the right to choose and to change providers.
- **Parental Access**
  - Parents must have unlimited access to their child(ren) and all that concerns their child(ren).
- **Child Care Resource and Referral**
  - New requirement is to keep your Provider Portal up to date. Noncompliance if change is more than ten days old.
  - Every time the Provider Portal changes your account is Pending and no payments can be made until Accepted.





# Coalition Responsibilities

- **Training and Technical Assistance:** Provide notification of availability of training, technical assistance, and other targeted assistance.
- **Developmental Screenings (ASQ):** Provide notification 30 days prior to screen due date. Letter as notice of initial screening requirement will be emailed upon initial enrollment and at each redetermination. Note the due date! It is based on Coalition enrollment date, not first day of attendance.
- **Monitoring:** Coalition will monitor Provider for compliance with contract and applicable laws per s. 1002.85(2)(h) per monitoring plan and in response parental complaints.





# Monitoring



- **Monitoring Schedule:** Monitoring for new fiscal year begins July 2021.
- **Access:** Provider agrees to allow OEL and Coalition open access to its' facilities and records upon request. Records stored off-site shall be provided within 72 hours.
- **State Monitoring Tool:**
  - Tier 1: Annually. Includes reimbursement desk audit. No discrepancy Provider will not know monitoring was done.
  - Tier 2: Coalition Monitoring Plan minimum once every two years. Except High Risk *once every six months*.
  - **Coalition does not announce Tier 2 reviews.**
  - Excessive number of DCF Class Violations will result in a provider earning designation as High Risk.
  - Being on probation for any reason will result in a provider earning designation as High Risk.
  - Checklist follows contract almost verbatim.
  - Added focus on admin related to child safety and accountability, especially cross-referencing sign-in/sign-out to transportation logs.
  - Now checking proof of parent billing on a **WEEKLY** basis and their payments for various fees and registration, rate differentials, etc.



# Monitoring cont.



- **Current hit list:**
  - Differences between sign-in/sign-out and attendance sheets.
  - What is on sign-in/sign-out and attendance sheets does not match attendance entered in to EFS MOD. They must be the same, the sign-in/sign-out must match to provide verification of attendance.
  - ASQ process not being done completely or properly
  - Proof of Parent billing and payments for fees and services
- Use [PIU@elcescambia.org](mailto:PIU@elcescambia.org) for CAP responses, incident reporting, parent and provider complaints, ASQ compliance and dispute resolution correspondence.
  - Dispute requests must be by letter, but can attach to an email.
  - If you want to dispute read Exhibit 7 of new contract.
- **Note:** The Coalition reviews the Provider's compliance and evaluates the Provider's past and present performance and DCF violation record when considering contract renewal.

# Record Requirements

- **Record Confidentiality:** (s. 1002.97, F.S.) The Provider must have all staff complete confidentiality agreements and have processes in place to protect the privacy of child and family information. Confidential information associated with the SR Program should only be available to the Provider, the parent/legal guardian, the Coalition or its representative, the Florida Office of Early Learning, and federal agencies as required for audit and research information.
- **Records Maintenance:** Maintain records, including sign in and sign out documentation, enrollment and attendance certification, documentation to support excused absences, and proof of parent co-payments. All records must be kept on file for 5 years. Coalition must have access to records for audit purposes.
- **Record Transfer on Termination:** Provide records no later than last business day of contract. No records, no last payment!



# Reimbursements

Providers are paid based on budget availability, current rates, family eligibility, reported work schedule and the reimbursement rate approved by the Coalition.

**Registration fees reimbursement will continue in 21-22. However, the system will begin to deny payment if the child has had fees paid twice in 5 years.**



## Review Monthly Statement

If discrepancies, overpayment or underpayment occur the provider must notify Coalition within 60 days of date of payment.

## Collect Parent fees

It is the Provider's responsibility to collect Parent fees from Parents. Parent fees are automatically deducted from monthly reimbursement payment from Provider.

Providers are required to provide private rates and report any changes in their Gold Seal status to the Coalition. The total payment received by the Provider per SR child shall not exceed the private rate. This includes Gold Seal differential, parent fees and subsidy.

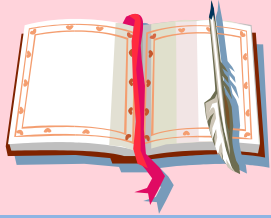


# Reimbursements

**Providers are required to notify the Coalition in writing at least 14 days prior to any rate changes a provider plans to implement.**

**Providers are required to state in their contract whether or not they require parents to pay the differential between their private pay rates and the Coalition reimbursement rates. Providers are required to provide parents these rates, along with any additional fees in writing prior to enrollment of a child.**

**Parents will only be held responsible for the last 30 days of parent fees upon disenrolling or transferring from a program. All other unpaid fees, to include the differentials, are a matter between the provider and the parent.**



# Reimbursements



- **Maintain accurate monthly attendance. Be careful as new system selects every child as present every day authorized. Must deselect absent day(s).**
- **Maintain daily sign in and sign out sheets**
  - **Parents must sign in AND sign out with full signature and times daily**
  - ***New system will require extensive cross checking. Errors vs. fraud!***
  - ***Monitoring will check closely for sign-in/sign-out on site***
- **Both online and back-up attendance sheets due by 3<sup>rd</sup> business day. If not, then payment will be next month.**
- **Adjustments requests are for discrepancies, under and over payments. Currently due NLT 60 days after invoice payment.**

# Holidays and Closings

- **Holidays.** Per Rule 6M-4.500(3)(a) F.A.C., the Coalition has approved every Provider to be paid for up to twelve holidays per year. The Coalition has identified seven days of the year to be mandatory holidays for all Providers. Providers can choose up to five additional days from the days they identify in the Provider Portal as days they will be closed, to be paid holidays.
- **Note:** In the Provider Portal only the seven mandatory holidays will be identified in your master calendar. You must identify all the days you are planning to be closed for the coming year, both with or without reimbursement, to include the mandatory holidays. The Provider Portal will prompt you in another menu to choose from among your closed days which will be your optional paid holidays. The seven mandatory paid holidays will be preselected.
- **Closure Days.** If the Coalition is closed in all likelihood a CR day will be awarded. Additional C days will be based on the severity of the emergency.
- **Closure Notification.** You must notify the Coalition by the close of business on the first day of a closure, otherwise no credit can be given. **Immediately for COVID!!**
- **EFS MOD Entries.** Coalition or Provider must enter Closure Days in Provider Calendar. **Enter D days for COVID closures, enter Closed Reimbursable (CR) or Closed Non-reimbursable (CN) for all other closures.**





# Noncompliance

- **Corrective Action Notice:** If Provider fails to comply and Coalition concludes corrective action will resolve failure to comply Corrective Action will be provided in writing.
- **Probation:** Same non-compliance twice, multiple CAPs, or failure to complete CAP shall result in probation up to six months.
- **Termination for Cause:** Coalition has right to terminate for cause. Grounds are:
  - Action which threatens health, safety or welfare of children.
  - Material failure to comply with contract terms, including failure to implement corrective action or terms of probation.
  - Refusal to accept any notice the Coalition is required to send.
  - Reasonable or probable cause to suspect provider fraud.
- **Notification of Termination:** Notification in writing at least five days before termination. Must include Provider right to request review.



# Revocation of Eligibility

- The Coalition may revoke the provider's eligibility to deliver the school readiness program or receive state or federal funds under this chapter for a period of 5 years. s. 1002.88.(2).
- It is still 5 years or nothing for most revocations, except for termination due to SRPA score.
- Coalition may revoke for failing to meet quality standards.
- More Preventive/Corrective Action Plans (PCAPs)
  - Fewer disallowed payments, probation and rechecks.
  - Two PCAP limit. Third non-compliance or failure to meet terms of probation probably contract termination.

# Fraud

- All suspected Fraud has to be reported to authorities
- The Coalition and its representatives are required to report any identified regulation deficiencies to appropriate agency Law Enforcement Agency for further investigation and cases where there is sufficient reason to believe that a Provider has knowingly provided or submitted any fraudulent information.
- Provider agrees that they shall not use their position as a SR Provider to engage in any activity, or be a party to, any form of deception, misrepresentation, falsification, fraudulent or unlawful behavior in order to affect a personal gain, or the personal gain of any relative, friend or business associate.
- A fraud referral shall result in suspension or termination of your contract.



# Due Process

- The Provider may request a review of determinations made by the Coalition using procedures detailed in Exhibit 7.
- While a review for termination is being examined a Provider may not offer services.
- Exhibit 7 has detailed steps to follow and starts with a request in writing for a review hearing.
  - Request must be within 5 business days of receipt of notice.
  - Name and contact information individual authorized by Provider.
  - Specific action by Coalition that Provider disputes and specific reasons.
  - Whether Provider will be represented by an attorney.
  - Include supporting documentation.
- Dispute requests must be by signed letter, but can attach to email. Use [PIU@elcescambia.org](mailto:PIU@elcescambia.org) for dispute resolution correspondence.
- Decision of Review Hearing Committee is final.



# Information Changes

- Coalition must receive updates on all changes in business information, such as changes in owner, director, teachers, business name, banking info, or phone number, within 14 calendar days. **NOTE: If you change your FEIN number, this will require a whole new profile and a new contract. Please consult with the Contracts Administrator before make this change.**
- Temporary emergency closings reported by the close of business the first day that the closing occurs. Providing notice to the COALITION of subsequent reopening of the SR Program within two (2) business days of reopening.
- Closing permanently, changing location or ownership must be reported at least 30 days prior to changes.



# Indemnification

**Provider shall be fully liable for and indemnify, defend and hold harmless the Coalition, OEL and all officers, directors, and employees.**

**If Provider is state agency, public school or school district indemnification limited by law.**

# Contract Changes

- **Addendums and attachments are not allowed, except as allowed by Rule.**
- **Changes to the Contract requires a new contract, except for the following:**
  - **The location of the provider's principal offices (SR Contract (1))**
  - **Adding or deleting Provider Locations (Exhibit 1)**
  - **Identification of the state-approved curriculum or curricula (SR Contract (13))**
  - **Identification of the character development program (SR Contract (14))**
  - **Reimbursement Rates Established (40), Provider's private pay rates, Coalition maximum reimbursement rates and approved provider reimburse rates (Exhibit 5)**
  - **Number of Holidays (SR Contract 47) or Provider modifies holiday schedule (Exhibit 6)**
  - **Information on ELC and provider contact persons (SR Contract (70))**
  - **Gold Seal Status (Exhibit 2)**
  - **Identification of liability insurance policies (Exhibit 2)**

**Please note: Any changes not listed above require the execution of a new Statewide School Readiness Provider Contract.**

# Insurance Requirements

- **Liability Insurance**: “Provider must obtain and retain an insurance policy that provides a minimum of \$100,000 of coverage per occurrence and a minimum of \$300,000 general aggregate coverage. A provider must add the coalition as a named certificate holder and as an additional insured. A provider must provide the coalition with a minimum of 10 calendar days’ advance written notice of cancellation of or changes to coverage. The general liability insurance required by this paragraph must remain in full force and effect for the entire period of this Contract.” s. 1002.88.(1)(I).
- **Transportation**: If SR children are transported by the program appropriate commercial automotive insurance is required.



# Coalition Provide Reps and Meetings

- The Coalition has two Provider representatives on its Board.
  - Private child care Providers Representative: Shanna Robinson
  - Faith-based child care Providers Representative: Steven Sanchez
- Board meetings, Executive Committee meetings, Resource Development Committee meetings and Review Hearing Committee meetings are open to the public.
- All meetings are posted and indicate times and locations.
- A Board meetings is posted whenever two or more board members come together and Coalition business will be discussed and/or decisions made.
- All meetings of the Coalition are open to the public as per the Sunshine Law.



# Questions

Use [AskELC@elcescambia.org](mailto:AskELC@elcescambia.org)



# Contact

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