ELPFP Contract Guide

OVERVIEW
This attachment serves as a guide to the ELC for developing, selecting appropriate continuous quality improvement (CQI) strategies, executing, and managing the ELPFP Provider Contract.

ELPFP PROVIDER CONTRACT OVERVIEW
The ELCs shall use the OEL-approved ELPFP Provider Contract (contract) located in SharePoint/Coalitions Zone/Financial Administration and Budget Services/ELPFP to contract with providers the ELC selects from the ELPFP applicant pool.

The contract is designed to be used with any tier of participating ELPFP provider (provider). The ELC should work closely with each individual participating provider to identify the strategies that the provider will complete during the contract term. The ELC should be knowledgeable enough about each of the strategies to be able to select the correct mandatory strategies for each provider based on their participation tier and offer counseling to the provider about selecting elective strategies available to and appropriate for the provider.

The contract includes a checkbox and space for provider initials for each strategy option. The ELC will fill in the checkbox(es) next to the strategy or strategies the provider agrees to complete. During the contract execution phase, the provider will initial underneath checked boxes where indicated, acknowledging acceptance of the selected options prior to signing the contract.

The contract details the tasks, deliverables and evidence of completion for each mandatory and elective strategy. Strategy tasks are located in contract section C. Manner of Service Provision. Contract deliverables, evidence of completion requirements and deliverable due dates are located in the deliverables table in contract section D. Deliverables.

ELPFP PROVIDER CONTRACT DEVELOPMENT

Contract Development Preparation
To prepare for developing an ELPFP provider contract, the ELC will need to gather the following information for each provider the ELC intends to contract with for ELPFP services:

- The provider’s legal name and full legal address.
- The provider’s composite CLASS score and assigned participation tier.
- The provider’s poverty tract status (located/not located in a high-need poverty tract).
- Total contract amount.
- Provider’s FEIN number, name and title of person with signature authority.
- ELC’s FEIN number, name and title of person with signature authority.
- Name of the ELC contract manager for the contract.
- The provider’s selected CQI strategies and required attachments.
Contract Development and Execution Instructions

Following are the sections that the ELC will populate in the ELPFP Provider Contract template to create an ELPFP Provider Contract for execution.

<table>
<thead>
<tr>
<th>Contract Section</th>
<th>Page</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Number (header)</td>
<td>1</td>
<td>• Assign contract number to the contract.</td>
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</tbody>
</table>
| Parties (section 1)                       | 1    | • Fill in the ELC’s name  
• Fill in the Provider’s full legal name and principal office location in the spaces                                                                                     |
| Contract Documents (section 4)            | 1    | • Indicate with a checkmark any optional contract attachments that may apply to the provider’s contract.  
• Add allowable optional attachments as necessary.  
• See Optional Contract Documents section for additional information.                                                                                          |
| Provider Composite CLASS Score (section 6) | 1    | • Fill the provider’s composite CLASS score where indicated  
• Enter the date of documentation of composite CLASS score                                                                                                           |
| Provider Compensation (section 7)         | 1    | • Check appropriate Tier box designating the provider’s participation tier.  
• Check appropriate Optional Child Assessment Implementation Compensation (differential) if Tiers 3, 4 or 5 provider is implementing child assessment. Leave blank if provider is choosing to not implement child assessment. |
| Provider Poverty Tract Status (section 8) | 1    | Check poverty tract status box appropriate for the provider                                                                                                                             |
| Execution (section 15)                    | 2    | • Enter and verify complete and correct provider information in the corresponding block.  
• Enter and verify complete and correct ELC information in the corresponding block.  
• Enter the person’s name who will serve as the ELC’s contract manager for the contract.                                                                                  |
| CQI Strategy Selection (section C.5.3)    | 7-9  | • Check the appropriate boxes indicating the strategy or strategies approved by the ELC that the provider agrees to complete during the contract term.  
• See the CQI strategies section of this program guidance for additional information on selecting the appropriate strategies with the provider.  
• Tier 4 and Tier 5 providers that elect to not implement |
### Optional Contract Attachments

The ELC should include only attachments for strategies that the provider has elected to complete. The ELC should not include attachments in a provider’s contract for strategies that the provider has not elected to complete as this will add unnecessary pages to the contract and confusion to the provider.

Following are contract attachments associated with elective CQI strategies. These attachments are located in [SharePoint/Coalitions Zone/Financial Administration and Budget Services/ELPFP](#).

- Attachment B – Professional Development Progress Plan
- Attachment C – Child Assessment Forms and Exhibits

If a provider selects professional development and/or child assessment strategies, the ELC shall so indicate by checking the appropriate checkbox in page 1, section 4. Contract Documents, print the applicable attachment and include with the contract document.

ELCs may decide whether to offer stipends to provider’s instructors/directors for completing certain CQI tasks if funding is available. If the ELC is offering allowable optional instructor compensation incentives, the ELC shall develop and add an optional Attachment D – Optional Instructor Incentives attachment by selecting the text box at the end of the line for Attachment C on page 1 of the Provider contract, hit enter to create a new line and add type “Attachment D – Optional Instructor Incentives.” Development of Attachment D – Optional Instructor Incentives is at the ELC’s discretion based on the available quality funding within the ELC’s ELPFP or SR Notice of Award (NOA).

The stipend amounts must be in accordance with the ELPFP Optional Teacher Incentives Models below:

### Incentive Stipends for Providers' Instructors/Directors

The Provider’s instructors and director(s) that successfully complete their assigned ELPFP continuous quality improvement (CQI) strategy or strategies are eligible for incentive stipends, contingent upon available funding.
To qualify for stipend(s), participating instructors/directors must have completed a qualifying strategy (see table below) in accordance with the specifications set forth in the Contract and demonstrated completion by uploading the required deliverable(s) for the strategy into the ELPP system.

Following the ELC’s confirmation of an instructor’s/director’s completion of his/her assigned CQI strategy, including inspection and approval of any required deliverables uploaded into the ELPFP system, the ELC will notify the Provider regarding any instructor’s/director’s qualifying for stipends.

Notice will detail the amount of stipends the ELC will pay the Provider’s instructors and director(s) based on the methodology established by OEL and in accordance with Program Guidance 420.01 – Early Learning Performance Funding Project and the following table:

<table>
<thead>
<tr>
<th>Attachment D - ELPFP Instructor/Director Incentive Stipends Models</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Options</strong></td>
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<td>---</td>
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</table>

| B | WAGES | N/A | ELPFP and/or Local | See WAGES scale |
Continuous Quality Improvement (CQI) Strategies Menu

Providers participating in ELPFP participate in different quality improvement strategies depending on their tier qualification. Each strategy is described below. Providers, with ELC input, select a main strategy based on the prior training completion of the majority of instructor/directors at the site.

A provider’s instructors/directors may participate in a maximum of two strategies for ELPFP, a main strategy that the majority of instructors/directors have NOT completed and an additional strategy for those instructors/directors who have already completed the main strategy or in the event the main strategy is not a good fit with the individual instructor/director. If an ELC believes it to be in the best interest of the provider to exceed this maximum, then the Office may waive this requirement on a case-by-case basis.

Every instructor/director on the Tier 1, Tier 2, and Tier 3 providers’ instructor/director list must have at least one strategy assigned to them. Tier 4 and Tier 5 providers’ instructors/directors are not required to participate in any strategies but may elect to participate in strategies. It is required that any elective strategies be completed as specified in the provider contract once a provider chooses to participate in that particular strategy.

Strategies Menu

<table>
<thead>
<tr>
<th>Selection</th>
<th>Strategy</th>
<th>Applicable Tiers</th>
<th>Description (summary)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MMCI Training</td>
<td>1, 2 (required)</td>
<td>Required for all Tier 1 and Tier 2 Providers, unless previously completed. For the Tier 1 and Tier 2 Provider’s participating instructors/directors that have previously completed MMCI training, the Provider shall select School Readiness (SR) Teacher Training.</td>
</tr>
<tr>
<td></td>
<td>SR Teacher Training</td>
<td>1, 2 (required)</td>
<td>Each participating instructor/director at the Provider will complete two SR Teacher Training courses.</td>
</tr>
<tr>
<td>Selection</td>
<td>Strategy</td>
<td>Applicable Tiers</td>
<td>Description (summary)</td>
</tr>
<tr>
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</tr>
<tr>
<td></td>
<td>Professional Development</td>
<td>ALL (elective)</td>
<td>Each participating instructor/director at the Provider shall register in the statewide Registry, generate a professional development plan in the system and complete the required progression toward the chosen certificate, credential, degree or specialization.</td>
</tr>
<tr>
<td></td>
<td>Certified Coaching Visits</td>
<td>ALL (elective)</td>
<td>Each participating classroom will participate in 20 hours of certified coaching provided by the ELC or their delegate.</td>
</tr>
<tr>
<td></td>
<td>20-hours of IACET or OEL-approved training</td>
<td>ALL (elective)</td>
<td>Each participating instructor/director will register for and successfully complete 20 hours of IACET-approved training (or other OEL-approved CEU training) provided by the ELC or their delegate.</td>
</tr>
<tr>
<td></td>
<td>Child Assessment Training</td>
<td>1,2 (elective, with ELC approval) 3 (required)</td>
<td>Each of the Provider’s participating instructors/directors shall complete the child assessment publisher’s training and reliability testing.</td>
</tr>
</tbody>
</table>
## Optional Strategies for Tiers 3, 4, 5 for Additional Compensation

<table>
<thead>
<tr>
<th>Selection</th>
<th>Strategy</th>
<th>Applicable Tiers</th>
<th>Description (summary)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Child Assessment Implementation</td>
<td>3, 4 (elective)</td>
<td>The Provider shall conduct child assessment at two required checkpoints on all birth through kindergarten entry SR children in the Provider’s classrooms. Prior to contract execution, a majority of the Provider’s participating instructors/directors must have completed the publisher’s training and reliability testing for the Provider’s chosen child assessment tool. Any of the Provider’s instructors/directors that have not completed child assessment training and reliability testing prior to contract execution must do so during benchmark 1 and before administering a child assessment on their assigned birth through kindergarten entry SR children.</td>
</tr>
<tr>
<td></td>
<td>Child Assessment Implementation</td>
<td>5 (elective)</td>
<td>The Provider shall conduct child assessment at two required checkpoints on all birth through kindergarten entry SR children in the Provider’s classrooms. Prior to contract execution, a majority of the Provider’s participating instructors/directors shall be reliable on the Provider’s chosen child assessment instrument. Any of the Provider’s instructors/directors that are not reliable prior to contract execution must attain reliability during benchmark 1 and before administering a child assessment on their assigned birth through kindergarten entry SR children.</td>
</tr>
</tbody>
</table>
No CQI Strategy Participation – Tiers 4 and 5 only

<table>
<thead>
<tr>
<th>Selection</th>
<th>Strategy</th>
<th>Applicable Tiers</th>
<th>Description (summary)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Provider elects to not participate in any CQI strategies or Child Assessment Implementation</td>
<td>4, 5</td>
<td>Tier 4 or Tier 5 Provider will not participate in any CQI strategy or elective child assessment implementation. Provider’s instructors/directors are required to complete Administrative Tasks and deliverables during the Contract term. The Provider must remain in compliance and in good standing under its SR Contract with the ELC. The Provider will be compensated for the tier level assigned in section 7. Provider Compensation but is not eligible for any additional compensation under the terms and condition of this Contract.</td>
</tr>
</tbody>
</table>

**Contract Execution**

Once the ELC has created an ELPFP Provider Contract and conducted a final review of the contract document, the ELC will provide two copies of the contract to the provider for its review, initialing and signatures.

The provider will:

- Receive the contract (two copies) from the ELC;
- Review the contract information for accuracy and notify the ELC of any irregularities the ELC needs to correct and reflect on two updated copies sent to the provider;
- On both contract copies, initial in those spaces indicated with a checkbox in section C.5.2. CQI Strategy Selection acknowledging acceptance and agreement with the selected strategies; and
- Have the Provider’s signatory (with signature authority to bind the provider in a legal agreement) sign and date both copies of the contract and return them to the ELC for execution.

The ELC will:

- Receive the two signed original copies of the contract from the provider;
- Review and ensure the provider has initialed where necessary, signed and dated both copies of the contract;
- Execute the contract by signature and date (on both original copies) by a signatory at the ELC with signature authority to bind the ELC in a legal agreement;
- File an executed original in the ELC’s contract file for the provider; and
- Provide an executed original to the provider for its records.

**CONTRACT MANAGEMENT**

**Following contract execution, the ELC is responsible for:**

- Verifying the provider complies with its responsibilities within the contract, including that the provider:
  1. Meets all benchmark deliverables for each benchmark period per the due dates established in
section D – Deliverables.

2. Compiles all required evidence of completion documentation described in Section D. Deliverables and submits into the ELPFP system by the due dates listed for each specific benchmark.

3. Communicates and follows up with the ELC regarding project timelines, timeliness and any missing deliverables documentation.

4. Is available to meet with the ELC on an as-needed basis to keep the ELC informed about ongoing project activities and any barriers to completion.

5. Maintains project eligibility requirements during the Contract term.

- Monitoring the provider’s performance.
- Providing contract-related technical assistance to the provider.
- Reviewing the evidence of completion uploaded into the ELPFP System by the provider for the provider’s selected Continuous Quality Improvement (CQI) strategies.
- Validating provider payments. Each ELPFP strategy has deliverables specific to the strategy and evidence of completion specific to those deliverables that the provider must submit for each benchmark by the due date.

**Deliverable Tracking System Setup**

Upon contract execution, the ELC will use the executed contract as a guide for setting up each provider’s deliverables in the ELPFP system. ELCs shall select the appropriate strategy for the provider’s instructors/directors and modify any strategies for instructors/directors who may be participating in a different strategy.

As each contract is individually tailored to each specific provider, required deliverables and evidence of completion can vary from contract to contract. It is important for the ELC to accurately assign each provider’s deliverables in the ELPFP system. This will enable the ELC to efficiently check a provider’s deliverables against the provider’s actual contract requirements and track the provider’s compliance with required performance standards. In other words, once the ELC sets up the provider’s contract deliverables in the ELPFP system, the system will only reflect those deliverables the provider is required to complete instead of all of the deliverable options and possibilities in the contract. This will increase the ELC’s deliverable tracking efficiency and reduce confusion.

**Deliverable Validation**

At each benchmark due date in the contract, the ELC shall confirm delivery, inspect and validate accuracy of all required evidence of completion documentation submitted into the ELPFP System by participating ELPFP providers. The ELC shall review the provider’s submitted evidence of completion and indicate in the ELPFP system that each required deliverable is either approved or denied.

The ELPFP system also has a comment field beside each deliverable where the ELC can notate any additional information useful for post audit. Definitions of approved and denied are as follows.

| Approved | The ELC reviewed the evidence of completion submission for compliance with the deliverable requirement and determined that the submission meets the evidence of completion the contract requires. |
Denied

The ELC reviewed the evidence of completion submission for compliance with the deliverable requirements and the submission did not meet the evidence of completion the contract requires or was not submitted.

To validate a provider’s deliverables, the ELC will login to the ELPFP system prior to the end of each benchmark period, review and approve or deny each submitted deliverable no later than the first business day following the benchmark due date.

To approve or deny a deliverable in the ELPFP system the ELC will:

- Login in to the ELPFP system and select the provider name from the Provider tab whose deliverables the ELC is reviewing.
- Select either Benchmark 1, Benchmark 2 or Benchmark 3 to see the evidence of completion submitted by the provider at the appropriate benchmark and review the documentation for compliance with the terms and conditions of the Provider Contract.
- Click each contract deliverable and review individually. Approve any deliverables that are satisfactory and meet the required evidence of completion.
- Deny any deliverables that are not satisfactory and follow the steps in the Delinquent Deliverable Process below for notifying the provider of the denial and next steps.

Delinquent Deliverables Process

Per the ELPFP Provider Contract, project deliverables are considered delinquent the first business day following the deliverable due date. For any delinquent deliverables, the ELPFP system will send a delinquent deliverable notification to the Provider the first business day following the deliverable due date.

If the Provider has not submitted its deliverables into the ELPFP system by the due date, the ELC will apply financial consequences and suspend the Provider’s differential payments (service days following receipt of notification shall be considered non-reimbursable) and the ELC will:

- Notify the Provider in writing describing any denied or missing deliverables by the end of the second business day following the benchmark due date.
- Determine whether the ELC will grant the Provider an extension of the deliverable due date due to extenuating circumstances.
- Determine whether the Provider meets the minimum substantial completion threshold and is still eligible to participate in the ELPFP.
- Determine whether the ELC will issue to the Provider a request for corrective action.
- Determine whether ELC will terminate the Provider’s contract for non-compliance.

NOTE: Provider deliverables uploaded in the ELPFP system by the due date that the ELC determines to be unacceptable are considered delinquent.

Following is an example of the email notice that the ELPFP system generates for delivery to providers with delinquent deliverables.
According to your ELPFP Provider Contract, project deliverables are considered delinquent the first business day following the deliverable due date. You are not eligible for payment until you provide the delinquent deliverables to the ELC. The ELC will follow the delinquent deliverables process in accordance with ELPFP Provider Contract, section C.9. Delinquent Deliverables.

If you have any questions, please contact your Early Learning Coalition or the Office of Early Learning at performancefunding@oel.myflorida.com

Note: This message has been auto-generated.

Thank you

**Extension Due to Extenuating Circumstances**

Where the provider was unable to meet contractual requirements for deliverable due dates due to circumstances beyond the provider’s control, the ELC, at its discretion, may grant the provider an extension of the due date for the late deliverables. If and when the provider submits the delinquent deliverables in the ELPFP system by the due date(s) stipulated by the ELC in the extension and the deliverables are acceptable, the ELC will notify the provider that the provider’s payment status has been reinstated.

*Note: providers are not eligible for payment for the time payments were suspended.*

For ELPFP providers the ELC has granted an extension to and have not satisfied the requirements stated in the extension notification, the ELC will proceed with the Provider Compliance Determination Process for those providers determined to be out of compliance.

The ELC should exercise good and fair judgement in determining whether to grant a deliverables extension to a provider for extenuating circumstances. This authority should not be used as a means to avoid administering the proper response to late deliverables while working through the provider compliance determination process. Deliverable due date extensions should only be granted to providers who have experienced verifiable circumstance beyond their control that prevented them from uploading the required evidence of completion for the deliverable into the ELPFP system. Extensions should not be granted to providers who have instructors/directors that simply did not complete the required work during the benchmark period.

Valid reasons for granting a deliverables due date extension include:

- Training provider or coach for the provider’s chosen strategy did not provide the required
training /coaching as scheduled during the benchmark period.
• Instructor/director illness or death in the family.
• Accident/injury/serious medical condition preventing the instructor/director from working.
• Electronic records are unavailable from the training agency or other entity due to database or system failure.
• Facility or public utility issues.
• Force Majeure - Where the delay resulting from its failure to perform is neither the fault nor the negligence of the Provider or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Provider’s control.

Corrective Action Plans
In lieu of terminating a provider’s ELPFP contract for non-compliance, the ELC may elect to issue to the provider a Request for Corrective Action. This option should only be considered if the ELC can determine with high certainty that the provider will be able to come into contractual compliance during the corrective action period and attain participating status.

When making this determination, the ELC shall consider the provider’s specific performance deficiency or deficiencies and whether or not the provider can realistically perform the tasks necessary to achieve remedy. Some strategies such as MMCI or or other training entities incorporate fixed or inflexible schedules out of the provider’s/ELC’s control and there would be no realistic way for the provider’s instructors/directors to make up missing work.

Other strategies such as coaching, professional development or child assessment training may have more schedule flexibility to make up missing work. In some cases, the ELC itself may be able to schedule make up sessions if the ELC is providing the supports related to the selected strategy.

If an ELC makes a determination that completion of a corrective action plan by a non-compliant provider is the best choice and is in the best interest of all parties including the State, the ELC may issue to the provider a request for corrective action plan that includes the following elements:

• Date of issuance.
• Names of parties involved.
• Brief summary notifying the provider that the ELC has determined it to be out of compliance.
• For each deficiency:
  • Description of the contract requirement.
  • Description of the deficiency of deficiencies.
• Template for Corrective Action Plan (CAP)
• Appendix of any additional background information that clarifies the provider’s performance deficiencies.
• Progress reporting requirements. A monthly CAP progress report interval is recommended.
The following is a sample Request for Corrective Action.

(This document should be on ELC letterhead)

Date:

MEMORANDUM

TO: Susy Smith, Director – ABC Child Care
FROM: John Smith, Contract Manager – ELC of XXX
SUBJECT: Request for Corrective Action
RE: Contract Number – ABC Child Care

This notice is to inform you that ABC Child Care (provider) is out of contract compliance. State of Florida Statewide School Readiness Provider Contract Form OEL-SR 20, Section X. Noncompliance, Probation and Termination, subsection 56. Noncompliance Determination, incorporated by reference in the Provider’s ELPFP Provider Contract, states:

a. Corrective Action Notice. If COALITION determines PROVIDER has failed to comply with the provisions governing the ELPFP Project as described in the Provider Contract, or the requirements of this Contract, and COALITION concludes that corrective action will resolve the failure to comply, COALITION must notify PROVIDER in writing. (“Corrective action” means implementation of specific action(s) designed to correct the failure to meet a specific requirement.) The notice must identify the specific requirement(s) which PROVIDER failed to meet and describe how PROVIDER failed to meet each requirement. In addition, the notice must provide a detailed description of any required corrective action and set a deadline for completion of the corrective action. Finally, the notice must state that PROVIDER may request a review of the determination as described in paragraph 64. Upon determining that the PROVIDER has satisfactorily completed the corrective action, the COALITION shall notify the PROVIDER in writing. If the PROVIDER has not satisfactorily implemented its corrective actions by the end of this CONTRACT, the PROVIDER will still be held accountable for implementing the remainder of the corrective actions accepted under the previous contract if the PROVIDER remains eligible to deliver the School Readiness Program and executes a new CONTRACT with the COALITION.

Deficiency #1

The Provider failed to provide evidence of completion for the benchmark 2 period by two of the Provider’s instructors who are required to participate in Certified Coaching provided by the ELC.

Source:

ELPFP Provider Contract, Section C.6.4 Participate in certified coaching visits from the ELC.

Benchmark 2 Deliverable:

Each participating instructor/director participates in 10 hours of certified coaching visits.

Benchmark 2 Evidence of Completion:

Attestation for each of the Provider’s participating instructors/directors confirming completion of 10
hours of required coaching entered by the Provider into ELPFP system by the due date and approved by the ELC.

Attachment A – Instructor/Director Details Page

Tom Thomas – Assigned to Certified Coaching

Mary May – Assigned to Certified Coaching

Description:

As evidenced in ELPFP Provider Contract, Attachment A – Instructor/Director Details Page, the Provider elected to have its instructors participate in Certified Coaching sessions provided by the ELC. For benchmark period two, the Provider failed to upload evidence of completion for this deliverable into the ELPFP system for Tom Thomas and Mary May by the due date. Additionally, the ELC-assigned certified coach, Suzy Smith noted that both Tom Thomas and Mary May failed to attend the certified coaching sessions scheduled for and delivered on February 2, 2017 and March 2, 2017. Nether instructor contacted Suzy Smith prior to the scheduled coaching sessions to indicate that they would not attend.

Repeat this format for each deficiency noted by the ELC. Below is additional example language that can be used for requesting the corrective action plan.

Additional Comments

While non-participation of the Provider’s instructors in the required certified coaching sessions is a noncompliance issue that puts the Provider’s ELPFP contract in jeopardy, it should be noted that the ELC has some flexibility in providing the required certified coaching sessions. If the Provider’s instructors have scheduling conflicts of extenuating circumstances beyond their control, the Provider should notify the ELC prior to or immediately following a missed coaching session by any instructor. This would allow the ELC to determine what other remedies might be available before the situation escalates to a more serious noncompliance issue requiring the ELC to implement out of compliance procedures.

Request for Corrective Action

The Provider shall submit to the ELC Contract Manager for approval a corrective action plan (CAP) using the template provided below. The plan shall detail the action steps and internal controls the Contractor will implement to correct the deficiencies listed above and ensure the deficiencies does not reoccur. The CAP is due by COB, 14 days following receipt of this request for corrective action. Beginning in April, 2017, the Provider shall provide to the ELC Contract Manager a monthly report detailing CAP progress made toward achieving contract compliance. The Provider shall submit the report each month until the action is closed in writing by the OEL Contract Manager.

The ELC may choose to help the provider to develop their corrective action plan if the ELC determines that it is in the interest of all parties to provide that assistance.

Below is a corrective action plan template that can be provided to the provider for developing its corrective action plan:

CORRECTIVE ACTION PLAN
Use this document to develop the corrective action plan.

The Provider shall complete this section and submit to the ELC Contract Manager for approval. For each deficiency noted, the plan shall:

1. Identify the problems that have interfered with contract compliance.
2. Briefly describe the corrective action that will be taken to achieve contract compliance and why you are taking these particular steps. Explain how these activities will lead to improvement in contract compliance.
3. Describe how progress toward correcting the identified problems will be assessed, including a timeframe for each step.

Using the table below, provide a detailed description of each of the activities you will undertake to correct the problems identified in the Deficiencies section. This table will serve as the basis for monitoring achievement of the corrective action plan.

<table>
<thead>
<tr>
<th>Step</th>
<th>Action</th>
<th>Due Date</th>
<th>Responsible Party</th>
<th>Status / Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tbody>
</table>

Add steps as necessary

Signed________________________________ Date______________

The Provider shall submit the corrective action plan via email as an attachment to the ELC Contract Manager [insert ELC contract manager’s email address] for approval.

End sample.
Corrective Action Plan Management

Once an ELC issues a request for corrective action to a provider that is out of compliance, the ELC will manage the corrective action in the following manner:

1. Confirm that the ELC received the provider’s CAP by the due date stated in the request. If the CAP is not received by the due date, the ELC will
   a. Determine whether to grant an extension due to extenuating circumstances; or
   b. Proceed with substantial completion determination and decide to/not to terminate the provider’s contract for non-compliance.
2. Review the provider’s CAP for the inclusion of:
   a. All CAP required elements stated in the request.
   b. Detailed action steps that reasonably lead to satisfactory outcomes that will satisfy each deficiency noted in the request and bring the provider into compliance.
   c. Person or party responsible for each action item.
   d. Completion dates that are reasonable, meet the request deadlines and sequenced in a logical progression leading to completion.
   e. The person’s signature at the provider with the authority to bind the provider to a legal agreement and the date of signature.
3. Provide to provider written approval or disapproval of the provider’s CAP.
4. If disapproving the provider’s CAP, the ELC shall in the written notice to the provider:
   a. Specify the reason(s) for disapproval.
   b. Describe any deficiencies in the CAP the provider needs to address to attain the ELC’s CAP approval.
   c. Specify a revised due date to provide the revised CAP to the ELC.
5. Once the ELC has approved the provider’s CAP and notified the provider, the ELC will:
   a. Review the provider’s monthly (recommended) CAP progress report and any evidence of completion that the ELC may require from the provider for specific action steps.
   b. Communicate in writing to the provider any concerns regarding the provider’s progress on the CAP.
   c. Provide any technical assistance to the provider that the ELC deems necessary and reasonable for provider success on completing their CAP and coming into contract compliance.
6. Once the provider has completed the CAP to the ELC’s satisfaction, the ELC shall provide written notice to the provider has satisfactorily completed its CAP and is now in compliance and eligible for payment.
7. If the provider fails to provide a CAP that the ELC can approve or fails to complete their approved CAP to the ELC’s satisfaction, the ELC shall
   a. Determine whether to grant an extension due to extenuating circumstances; or
   b. Proceed with substantial completion determination and decide whether or not to terminate the provider’s contract for non-compliance.

Contract Termination

In the event that the SR Contract between the ELC and the Provider for SR services is terminated for any reason, the ELC will notify the Provider in writing of its intent to terminate this contract and of the provider’s status change to non-participating.

Termination of the ELPFP Contract shall occur immediately following the termination of the SR
Contract.

If the ELC has followed the Provider Compliance Determination Process and determined that a provider is out of compliance and the provider has demonstrated that it is unable to meet the requirements necessary to come into compliance, the ELC may choose to terminate the provider’s contract for noncompliance.

The ELC shall follow the contract termination process detailed in the Statewide School Readiness Provider Contract, Form OEL-SR020, section 57. Termination for Cause, incorporated by reference as set forth in the ELPFP Provider Contract.

The ELC shall change the Provider’s status in the ELPFP system to Inactive within two business days and add a comment in the ELPFP system noting why the contract was terminated and when.

If this Contract with the ELC is terminated, the Provider shall immediately be determined to be non-participating, not eligible for payments and the ELC will determine and apply any financial consequences incurred against the Provider’s last payment.

Ongoing Participation Status Management

The ELC is responsible for:

- Managing and distributing payments in a timely manner to ELPFP Providers current with deliverables, per the rates established in the ELPFP Provider contract in accordance with the schedule and other requirements within the ELC’s early learning grant agreement.
- Monitoring ELPFP Provider eligibility and contract compliance throughout the contract term and take appropriate action for non-compliance in accordance with Rule 6M-4.630, F.A.C., and section Grant Agreement, Exhibit II, section D.6.6.
- Managing ELPFP budget throughout the agreement term to ensure ELPFP-related project expenditures do not exceed available funding.
- Providing technical assistance and help desk support to contracted ELPFP providers. The ELC should be prepared to provide support on issues such as resetting passwords when providers are locked out, uploading evidence of completion and submitting deliverables into the ELPFP system, removing documents to allow for correction and adding and inactivating instructors/directors and classrooms and making classroom assignments.
- Periodically determining ELPFP provider’s substantial completion status and taking appropriate action upon determination.
- Immediately terminating an ELPFP Provider’s contract upon termination of that Provider’s Form OEL-SR 20, Statewide School Readiness Provider Contract.
- Updating the Provider’s status to Opted Out in the ELPFP System should the Provider decide to voluntarily stop participation in the project.

Due Process

For all ELPFP Provider Contracts between the ELC and ELPFP providers, any request for review of ELC determinations by contracted ELPFP providers related to the tasks and deliverables described in Program Guidance 420.01 shall be in accordance with the Statewide School Readiness Provider Contract, Section III, subsection 64 – Due Process Procedures, incorporated by reference as set forth in those contracts.
Substantial Completion Requirements

ELPFP providers must maintain substantial completion throughout the contract term to remain eligible for ELPFP project participation. Substantial completion is a numerical comparison between the number of instructors/directors at a provider that have successfully completed each benchmark deliverable by the due date (or extension period) and the total number of instructors/directors at the provider.

To maintain ELPFP project participation eligibility, the Provider’s participating instructors/directors must successfully complete each benchmark deliverable by the due date or extension period provided by the Contract. If instructor/director deliverable requirements are not met, instructor/director is immediately disqualified from the project and the instructor’s classroom status is non-participating unless there is a second participating instructor/director previously assigned to the classroom during the initial classroom instructor assignment.

At each benchmark and following any instructor/director status change at a provider, the ELC will determine the provider’s substantial completion status to confirm project eligibility. The ELPFP system displays the provider’s retention rate on the provider’s home page and in a downloadable report available to ELC’s upon request to performancefunding@oel.myflorida.com.

ELPFP providers must sustain the following percentage of instructors/directors completing the requirements of the program or their contract shall be terminated:

- Family child care home – 100% of teachers (no teacher turnover during the contract term).
- Large family child care home – 50% of teachers (no more than 50% of teacher turnover during the contract term).
- Facilities – 60% of teachers (no more than 40% teacher turnover during the contract term).

Substantial completion is calculated as follows:

\[
\text{Number of participating directors remaining active plus number of participating instructors at an ELPFP provider remaining active and assigned to an active classroom at any point in the project. These directors and instructors must have been the original active participants from the project start date.}
\]

\[
\text{100} \times \frac{\text{Number of participating directors remaining active plus number of participating instructors at an ELPFP provider active and assigned to an active classroom at project start}}{\text{Number of participating directors remaining active plus number of participating instructors at an ELPFP provider remaining active and assigned to an active classroom at any point in the project. These directors and instructors must have been the original active participants from the project start date.}}
\]

Directors are considered the same as a teacher when determining substantial completion. Therefore, when participating directors fail to meet deliverable requirements, and the director(s) is/are unable to come back into compliance, they are inactivated in the ELPFP system. The Provider must meet substantial completion rate throughout the project year.

Providers agree by signing the ELPFP Provider Contract that in the event of director turnover during the
Contract term that does not result in the provider falling below the Provider’s substantial completion eligibility threshold, any new director will continue to support participating instructors toward their completion of contract tasks and deliverables.

- The ELC may waive the substantial completion requirement in the event of instructor/director death, serious medical issue, accident or injury, or staff loss due to emergency circumstances including, but not limited to, declaration of a state of emergency by federal, state or local officials.

**CQI Strategy Descriptions**

**Making the Most of Classrooms Interaction (MMCI)**

This strategy is appropriate for anyone who has no or limited knowledge of the CLASS System and has not already completed Infant/Toddler and/or PreK MMCI. This strategy is required for all Tier 1 and Tier 2 Providers, unless previously completed.

Prequalifications: None.

MMCI pre-k training consists of twenty (20) total hours of instruction provided to participating instructors/directors by an ELC-provided MMCI specialist and an additional ten (10) hours of self-study during the project term.

MMCI infant/toddler training consists of twenty-four (24) total hours of instruction provided to participating instructors/directors by an ELC-provided MMCI specialist and an additional 12 hours of self-study during the project term.

MMCI trainings take place over several weeks and span more than one benchmark. Required completion hours for each benchmark period are listed in section D. Deliverables.

If the Provider has selected MMCI training, the Provider shall:

- Purchase an MMCI kit for each participating instructor/director within 16 days of the contract execution date. The ELC will provide the Provider with information about where it can purchase MMCI kits. MMCI Kits are not re-usable or shareable and must be purchased new each contract year.
- Require participating instructors/directors to complete MMCI training.
- Schedule MMCI trainings with the ELC and schedule time for participating instructors/directors to participate in ELC-provided MMCI training.

The ELC shall:

- Schedule and provide MMCI training that meets the contractual needs of participating providers under contract with the ELC for ELPFP services by the due date listed in Tasks and Deliverables Schedule from Provider Contract for benchmarks specific requirements.
- Designate MMCI trainers who shall provide MMCI training to participating instructors/directors by the due dates in Tasks and Deliverables Schedule from Provider Contract.
• Provide the Provider with information about where they can purchase MMCI kits. MMCI Kits are not re-usable or shareable and must be purchased new each contract year.
• The MMCI Participant Kit is available for purchase by providers through the Teachstone store using a special order link http://store.teachstone.com/mmci-participant-kit-fl.

**MMCI Participant Kit Ordering Process**

![MMCI Participant Kit (FL) Image]

**MMCI Training Requirements**

Any MMCI training provided to ELPFP provider staff under the terms of the ELPFP Provider Contract shall be conducted by Teachstone Training, LLC-certified MMCI trainers. The ELC may provide MMCI training to ELPFP instructors/directors using qualified ELC staff or subcontract with other qualified entities to provide this training. MMCI training, is the priority strategy for Tier 1 and Tier 2. Those who have already completed MMCI will take SR Teacher Training coursework and those instructors without MMCI will take MMCI.

**MMCI training provided by or on behalf of the ELC shall:**

- Provide twenty (20) instructional hours of Pre-K MMCI training on the CLASS pre-k dimensions and include ten (10) hours of self-study.
- Provide twenty-four (24) instructional hours of Infant/Toddler MMCI training on the CLASS infant/toddler dimensions and include twelve (12) hours of self-study.
• Instruct participants on understanding the key teacher-child interactions that improve children’s learning as the CLASS Dimensions describe.
• Teach participants to define and identify teacher-child interactions, as the CLASS observation instruments describe, that predict children’s development.
• Use Teachstone-approved MMCI participant materials.
• Participating providers are responsible for ensuring all instructors/directors actively participate in and do not cause a disruption while attending the MMCI training courses.
• Participating instructors/directors are expected to actively participate by demonstrating a focus on the materials covered by the MMCI Instructor and be able to sufficiently understand the course materials.

MMCI Instructors may dismiss participants from the classroom for one or more of the following reasons:

• Failing to actively participate in the course; including not completing assigned homework or failure to consistently bring required MMCI kit to each session.
• Focusing on personal electronic devices rather than the course.
• Disrupting the class by moving furniture to alter the flow of information or by not following the rules of the classroom.
• Failure to correct conduct after being warned by the MMCI Instructor.
• If a participating instructor is dismissed from the MMCI class, he or she will be considered “non-participating” and the provider will make the instructor inactive in the PFP system unless coalition allows an opportunity to make up missed coursework.
• The ELC shall confirm providers made any dismissed instructors/directors inactive in the ELPFP System. Instructors/Directors may, with approval of MMCI trainer, and if available, attend MMCI make-up session within the allowable timeframes for delinquent deliverables and become participating again.
• MMCI training offered by the coalition or its subcontractors shall be offered at a time and place convenient to the majority of providers in their area.
• MMCI make-up sessions are not guaranteed. Providers should make every effort to attend all training sessions as scheduled. In the event a coalition offers make-up sessions, the original trainer does not enter attendance into their Teachstone Trainer’s Panel until the substitute trainers sends an electronic copy of the make-up session sign in sheet to the original trainer.
• Pre-K MMCI certificates of completion are not acceptable for proof of completion of Infant/Toddler MMCI.
• Additional training FAQs about MMCI can be found on the OEL Communications Landing Page under Project Guidance Documents. Request access to the Communications Landing Page by emailing performancefunding@oel.myflorida.com

School Readiness (SR) Teacher Training

This strategy is appropriate for instructors/directors in any tier who would like to increase their knowledge and skills in a variety of early childhood topics. Tier 1 and Tier 2 participants are required to participate in this strategy unless they are currently participating in or have completed Making the Most of Classroom Interactions (MMCI.)

Prequalifications: Completion of Infant/Toddler or PreK MMCI (Tier 1 and Tier 2 only), no prerequisites for Tiers 3, 4, and 5.
This strategy includes the successful completion of two (2) SR Teacher Training courses in any one of the formats available: online, blended, or community of practice (COP) within the timeframe specified in the Notifications. Instructors/directors not registered by course registration deadlines will not be able to participate in training and will result in the instructor/director being made inactive in the ELPFP system along with any classrooms assigned to the instructor/director where the inactivated instructor/director is the only one assigned to that classroom. Instructors/Directors not achieving course mastery at course end will be considered “non-participating” and made inactive by the provider in the Instructor/Director Roster in the ELPFP System. Instructors/directors participating in this strategy must take the course during the project year. Prior completion of coursework does not substitute for completing it during the project.

If the Provider has selected SR Teacher Training courses:

The Provider’s participating instructors/directors are required to complete and pass two (2) courses by the due dates listed in section D – Deliverables.

Each course has a specific start and end date.

Prior to the course registration deadline, the Provider will receive course registration information from the ELC based on the participating instructor’s /director’s classroom care level (infant/toddler or preschool).

To confirm registration, the Provider shall upload a screenshot from the contracted vendor’s Learning Management System (LMS) for each participating instructor/director in the ELPFP System indicating all instructors/directors assigned the strategy have registered for training.

Participating instructors/directors shall, by the due date listed in section D. Deliverables, upload into the ELPFP system a Certificate of Mastery from the contracted vendor’s system as evidence of completion for each course passed.

The ELC shall:

- Notify the Provider regarding the approved courses including course registration, course start and course end dates. Coordinate with project staff to schedule and manage courses for participating instructors/directors.
- Assign and distribute course codes to participating providers based on the classroom care level (infant/toddler or preschool) by the dates listed in the Deliverables Table.

The contracted vendor’s website including the list of courses is available at the following link: (insert link)

Professional Development Progression

This strategy is appropriate for instructors/directors interested in pursuing a certificate, credential, specialization or degree in early childhood. Participants in the Professional Development Strategy create a Professional Development (PD) Plan and make progress in achieving the certificate, credential, specialization or degree that they indicate on their PD Plan.

IMPORTANT: Researching the requirements of the selected certificate, credential, specialization or degree before selecting this strategy is highly recommended as costs and travel requirements vary by training agency and/or college.
Prequalifications:

Meet the qualifications for Tier 1 of the Florida Early Care and Education Career Pathway by completing the following prior to contract execution:

- Foundational training – the Florida Core Competencies and the Florida Early Learning and Developmental Standards and one of the following:
  - DCF Part I and II and 5 clock hours of approved Early Literacy and Language Development or Emergent Literacy for VPK Instructors
  - DCF Family Child Care Home Training and 5 clock hours of approved Early Literacy and Language Development or Emergent Literacy for VPK Instructors
- Introductory Child Care Training Courses
  - Health and Sanitation
  - Safety of the Environment
  - Precautions in Transporting Children
  - Safe Sleep Practices
  - Child Safety and Prevention
  - Planning for Emergencies
  - Prevention of Child Abuse and Supporting Children in Trauma
  - Supporting Social-Emotional Development (one of the following):
    - Infant/Toddler
    - Preschool
    - Mixed Age Group

Individuals must complete the training and upload the training certificates into the Florida Professional Development Registry as a prerequisite to selecting this strategy.

Additional Information

The Florida Core Competencies for Early Care and Education Practitioners, the Florida Early Learning and Developmental Standards, DCF Part I and Part II and the Introductory Child Care courses are available online through DCF. Participants in the core competency courses are given a limited number of attempts to successfully complete a post-test. Anyone exceeding the number of attempts is locked out of the course for 6 months. Therefore, it is required that the person complete the above steps before selecting this strategy.

On July 1, completion of a third foundational course called Trauma Informed Care will be required in order to complete the foundational courses. Each participant in this strategy is required to complete the Trauma Informed Care course by benchmark 3. It is available online on the DCF Training Management System. Instructors/directors in possession of a Bachelor’s degree or higher in early childhood or a related field are not eligible to participate in the Professional Development Strategy unless they are pursuing a new degree in a related field. Anyone choosing the Professional Development Progress Strategy must complete the foundational training and Tier 1 qualifications prior to selecting this strategy, even those with a Bachelor’s degree or higher.

Participants assigned this strategy must demonstrate progress in achieving a higher tier except those qualifying for Tier 5 of the Pathway and seeking an additional college degree in a field related to early
childhood or those selecting one of the three (3) specializations. A participant with an FCCPC qualifies for Tier 2 already so achieving a national CDA will not advance them on the Career Pathway.

Specializations are a special class of training available for participants for which progressing to a higher tier on the Pathway is not possible or feasible. Instructors/directors choosing a specialization instead of a formal early childhood degree select either the Infant/Toddler, Child Care Management or Preschool specialization option on the PD Plan. Each of these specializations includes 12 hours of college credit and may be appropriate for individuals not interested in pursuing a college degree.

For a list of colleges offering the specializations, visit the Early Childhood Education Directory on the Children’s Forum website:

https://login.thechildrensforum.com/degreedatabase/?byName=&byType=Certificate&rangelInMiles=10+miles&locationAddress

Florida Early Care and Education Career Pathway

The Career Pathway is divided into five tiers of progressive certification. Participants provide documentation in the Registry to determine the Career Pathway tier they qualify for and the goal they want to make progress towards achieving. Standards, Core Competencies, and DCF Part I and II should not be selected because they are prerequisites to choosing this strategy.

An interactive version of the Pathway can be found on the OEL website: http://www.floridaearlylearning.com

Clicking the links in the columns provides more information about the certificate, credential or degree requirements at each tier except Tier 3, which is the Florida Advanced Credential. Practitioners satisfactorily completing the Child Development Early Intervention Specialist certification (36 hours of college credit) earn the Florida Advanced Credential.
Florida Professional Development Registry

The registry allows early learning professionals to track training they have completed and record certificates they receive. Florida’s statewide registry helps attract, retain and develop a well-qualified early care and education workforce. The system assists practitioners to assess current qualifications, identify education resources and support, and plan their career pathways. The registry allows policymakers to analyze barriers to access, support needed for continued career advancement and program-wide improvements for early learning programs.

The Professional Development Registry can be accessed through the Department of Children and Families main page or from OEL’s website: https://training01-dcf.myflorida.com/studentsite/admin/login.jsf.

To determine Pathway tier qualifications, the participant logs in and updates the demographic section of the registry. The individual clicks the continue button at the bottom left of the screen and chooses Florida Pathway from the Personal Menu.

Clicking on “Florida Pathway” opens a screen containing multiple tabs related to the PD Pathway and includes directions for working through the PD Pathway, including the development of a PD plan based on the individual’s tier qualification. Individuals may need to upload documentation under the tabs, but most online courses taken through DCF will prepopulate into the Registry tabs.
The Registry is for use by anyone in the state of Florida and not exclusive for ELPFP participants. Participants assigned to the Professional Development Strategy must make an appropriate choice in the Professional Development Plan in which to demonstrate progress on the certificate, credential, specialization or degree they are interested in completing.

My Professional Development Plan

All instructors/directors must demonstrate progress in their chosen PD plan at each benchmark. Participants must register for classes and programs in time to meet the benchmark requirement. Waiting until the last day of the benchmark may not allow enough time for the process to be finalized and may make the participant ineligible to continue in the project.

The required progress for each option is defined in the Florida Early Care and Education Career Pathway (also, Attachment B – Professional Development Progress Plan). Instructors/directors assigned the
Professional Development strategy may choose to work on the following options:

<table>
<thead>
<tr>
<th>OPTION</th>
<th>Credential, Certificate, Specialization, Degree</th>
<th>Career Pathway Tier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 1 (see Attachment B for definition of progress)</td>
<td>Staff Credential</td>
<td>Career Pathway Tier 2</td>
</tr>
<tr>
<td>Option 2 (see Attachment B for definition of progress)</td>
<td>Advanced Credential</td>
<td>Career Pathway Tier 3</td>
</tr>
<tr>
<td>Option 3 (see Attachment B for definition of progress)</td>
<td>Formal EC degree</td>
<td>Career Pathway Tiers 4 and 5</td>
</tr>
<tr>
<td>Option 4 (see Attachment B for definition of progress)</td>
<td>EC Specialization</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Attachment B - Professional Development Progress Plan

**Option 1**

**Staff Credential Option**

Benchmark 1
- Create/update a registry account
- Generate a PD plan
- Upload proof of staff credential program registration

Benchmark 2
- Upload attestation signed by program instructor and practitioner of program participation at halfway point of program

Benchmark 3
Upload official program certificate upon program completion
Upload proof of completing Trauma Informed Care course from DCF.

**Option 2**

**Advanced Credential Option**

Benchmark 1
- Create/update a registry account
- Generate a PD plan
- Upload proof of staff advanced credential program registration

Benchmark 2
- Upload attestation signed by program instructor and practitioner of program participation at halfway point of program
<table>
<thead>
<tr>
<th>Benchmark 3</th>
<th>Formal EC Degree Option</th>
</tr>
</thead>
</table>
| Benchmark 1 | - Create/update a registry account  
               - Generate a PD plan  
               - Upload proof of program or course registration |
| Benchmark 2 | - Upload current course schedule to include practitioner contact information or attestation signed by program instructor and practitioner |
| Benchmark 3 | - Upload transcript showing at least six hours of college course requirements completed in timeframe of project year.  
               - Upload proof of completing Trauma Informed Care course from DCF. |

<table>
<thead>
<tr>
<th>Benchmark 1</th>
<th>EC Specialization Option</th>
</tr>
</thead>
</table>
| Benchmark 1 | - Create/update a registry account  
               - Generate a PD plan  
               - Upload proof of program or course registration |
| Benchmark 2 | - Upload proof of program or course registration  
               - Upload current course schedule to include practitioner contact information or attestation signed by program instructor and practitioner |
| Benchmark 3 | - Upload transcript showing at least 6 hours of college course requirements completed in timeframe of project year.  
               - Upload proof of completing Trauma Informed Care course from DCF. |

Please note:

- A Pathway tier will not show on the Professional Development Plan until practitioners have completed all of the foundational trainings and uploaded the documentation into the Registry.

- It is not necessary for a person to progress through each tier. For example, a person who qualifies for Tier 1 may choose to pursue a college degree and skip Tier 2-3 requirements on the Career Pathway.

- Providers choosing this strategy are required to navigate multiple online resources and should possess some ability in doing so or have support from their ELC in accessing online information, completing forms, uploading and downloading documents and other technologic requirements.

If the Provider has selected Professional Development, each of the Provider’s participating instructors/directors shall:

- Log in to the Professional Development Registry, create or update their Registry account if necessary, and provide the required documentation and credentials necessary for determining professional development pathway placement.
- Generate a Professional Development (PD) Plan in the statewide professional development Registry, reflecting the next appropriate steps based on the instructor’s/director’s pathway tier qualifications. The Pathway tier qualification must be visible on the PD Plan. Each plan will be unique depending on the instructor’s/director’s current qualifications and
training/credentials. See [http://www.floridaearlylearning.com/providers/professional_development/professional_development_registry.aspx](http://www.floridaearlylearning.com/providers/professional_development/professional_development_registry.aspx)

- Download the PD Plan from the Registry and then upload into the ELPFP system the completed PD plans for each instructor/director participating in professional development.
- Register and begin classes/trainings as reflected in their PD plans.
- Upload into the ELPFP system attestation of progress for their chosen credential/certification/specialization/degree per the benchmark schedule in section D. Deliverables. Attestation must indicate minimum level of progress on the instructor’s/director’s chosen pathway, on official letterhead or other official documentation from the credential/certification/specialization/degree or training provider.

The ELC must:

- Verify the participant meets the prerequisites before assigning the strategy.
- Provide technical assistance to providers and their instructors/directors in accessing the Registry.
- Provide information on resources needed to complete the chosen PD Plan of instructor/directors.

**Certified Coaching**

This strategy is appropriate for participants who would benefit from a coaching model when learning new skills and abilities such as teacher/child interaction, behavior management, child assessment, learning environments, language development and other competencies related to early childhood.

Prequalifications: None

Providers selecting this option participate in 20 Hours of coaching with ELC staff using a certified coaching model for each participating classroom. Examples of approved coaching models include My Teaching Partner (Teachstone) and ELFL Certified Coaching. ELCs wishing to use other coaching models must submit details of the coaching model to OEL for approval prior to implementing the model with providers.

**If the Provider has selected Certified Coaching Visits, the provider shall:**

- Coordinate with the ELC to develop a coaching visitation schedule totaling at least 20 hours.
- Require participating instructors/directors to meet with certified coaches per the schedule developed and agreed to by both parties.
- Make arrangements or provide a substitute instructor that will allow the participating instructor/director to meet face-to-face with the coach outside of the classroom, if the model requires it.
- Attest where indicated in the ELPFP system that each participating classroom completed the required coaching hours for the benchmark period. See section D. Deliverables for required coaching hours per benchmark.

**The ELC must:**

- Use certified coaches to provide the 20-hour coaching.
• Meet with the provider to coordinate and arrange a schedule of visits to each participating classroom.
• Document and maintain records related to the date and time of the visit, who was present, the general topic of the coaching visit, and any subtopics discussed and the length of the visit. Written documentation should include date, time and follow up plans for future visits.
• Identify and follow the chosen certified coaching model and implement it with fidelity.
• Provide a coach who can establish rapport and build relationships with the instructors/directors of the site.
• Provide coaching to the instructors/directors of the participating classroom including time outside of the classroom if the coaching model requires time away from the classroom for adult discussion and interaction.

**Locally Selected IACET-approved Training**

This strategy is appropriate for participants who want to broaden their knowledge base and for whom other strategies may not be an appropriate choice.

Prequalifications: None

This strategy involves the participation of a provider’s instructors/directors in a minimum of 20 hours of locally selected IACET or OEL-approved face-to-face or online training related to Early Childhood Education (must be eligible for CEUs). Some acceptable topics include teacher-child interactions, behavior or classroom management, social and emotional development of young children, trauma-informed care, daily routines, indoor and outdoor environments, developmentally appropriate practices, and language development. Conference workshop CEUs do not meet the requirements for this strategy even if IACET approved.

If the Provider has selected 20-hour IACET or OEL-approved training, the provider shall:

- Coordinate with the ELC to register for training.
- Complete the training requirements specified for the benchmark in section D. Deliverables.
- Upload certificates of completion where indicated in the ELPFP system documenting that each participating instructor/director completed the required training hours for the benchmark period. See section D. Deliverables of the Provider Contract for required training hours per benchmark.

The ELC shall:

- Request OEL approval for all courses not already IACET approved using the OEL provided request form located on the ELPFP Communications Landing Page Requests by the ELC for training approval must be submitted at least 30 days prior to the training start date.
- Select no more than (3) twenty hour IACET approved trainings to offer to providers. Providers may select one of the three choices to participate in.
- Bundle shorter length trainings into one umbrella topic and offer as one cohesive (20) hour course.
- Notify providers of the training dates, times and locations.
- Provide a registration process to confirm registration of instructors/directors in the course and provide registration confirmation to each participant.
• Maintain attendance records.
• Provide participants with certificates for training hours at benchmark 2 and a completion certificate by Benchmark 3.

**Child Assessment Training and Reliability Testing**

This strategy is appropriate for participants who wish to increase their knowledge base in preparation for completing reliability testing and assessing children’s growth and development.

This strategy is required for Tier 3 providers in addition to the selection of one other CQI strategy. Providers in other tiers may elect to participate in the Child Assessment Training strategy.

**Prequalifications: Must be a Tier 3, 4, or 5 provider**

This strategy involves participants completing the author’s training modules on the child assessment tool selected by the provider. After training is completed, the individual tests for reliability. Reliability is not required to successfully complete this training requirement. If reliability is achieved, the provider uploads the instructors'/directors’ certificate of reliability.

The provider uploads test results for instructors/directors not achieving reliability. Instructors/directors that cannot provide proof of previously completed training must complete the training during the specified benchmark period.

**Providers participating in Child Assessment Training shall:**

• Purchase a subscription or confirm an existing license covering the contract term to one of the research-based, OEL-approved child assessment tools listed in Attachment C. Confirmation of an existing active subscription that is valid through the contract term satisfies this requirement.
  o The Provider’s child assessment subscription shall support training on the Provider’s chosen child assessment for each of the Provider’s instructors/directors.
• Upload into the ELPFP system receipts or other proof of purchase for registration or existing license.
• Require its assigned instructors/directors to complete the professional development modules that lead to assessor reliability offered by the child assessment’s publisher for the Provider’s chosen child assessment.
• Submit into the ELPFP system a certificate of completion from the child assessment provider's Web-based system for each participating instructor/director once the Provider’s instructors/directors have completed child assessment training. See Attachment C – Child Assessment Tools Forms and Exhibits.
• Submit evidence of testing results from the child assessment publisher’s Web-based system into the ELPFP system following testing completion by the due date listed in section D. Deliverables.

The ELC is responsible for confirming that by the due date, each participating instructor/director in each provider selecting the Child Assessment Training and Reliability Testing strategy:

• Completed the professional development modules offered by the publisher designed to lead to reliability on its chosen assessment. Chosen assessment must be one of the three OEL-approved
assessments listed in Attachment C - Early Learning Performance Funding Project Assessment Tool Reporting Requirements Crosswalk.

• Submitted in the ELPFP System as evidence of completion a certificate of completion from the web-based system of the online assessment tool for each participating instructor/director.
• Submitted in the ELPFP System proof of training completion for those instructors/directors who previously completed the publisher’s professional development training.
• Completed the online reliability test for its chosen assessment tool and uploaded a reliability test report or a certificate of reliability. Instructors/directors with currently valid certificates of reliability are exempt from reliability testing. Instructors/Directors in possession of a certificate indicating they are currently reliable on the child assessment tool upload their reliability certificate in lieu of testing results.

**Child Assessment Implementation**

This strategy is appropriate for providers who have a majority of instructors/directors who have completed child assessment training and reliability testing (Tiers 3 and 4) or are reliable (Tier 5) prior to contract execution on the provider’s chosen assessment tool as evidenced by a current certificate of reliability and who wish to receive an additional differential rate.

Prequalifications: A majority of staff have completed Child Assessment Training and tested for reliability prior to contract execution if in Tier 3 or 4. A majority of staff are reliable on the chosen child assessment prior to contract execution if in Tier 5.

This strategy is available for providers who qualify for Tiers 3, 4, and 5. Providers selecting this strategy receive an additional differential. Providers must purchase a slot for each birth through kindergarten entry SR child enrolled and complete at least two data checkpoints as specified in the Tasks and Deliverables Schedule from the Provider Contract. To be able to select this strategy, Tier 3 and 4 providers must have a majority of instructors/directors who completed child assessment training and reliability testing prior to contract execution. Tier 5 providers are required to have a majority of instructors/directors reliable on the child assessment tool being utilized for child assessments prior to contract execution. Any of the Tier 3 and Tier 4 Provider’s instructors/directors who have not completed child assessment training and reliability testing prior to contract execution or who cannot provide proof of previously completed training and reliability testing do so before the end of benchmark 1 and before administering a child assessment on their assigned birth-through-kindergarten entry SR children. Once the Provider’s instructors/directors have completed child assessment training and reliability testing, the Provider shall submit in the ELPFP system a certificate of completion and reliability test results. Any of the Tier 5 Provider’s instructors/directors that are not certified reliable prior to contract execution or who cannot provide proof of certification of reliability must do so during the contract term before administering a child assessment on their assigned birth-through-kindergarten entry SR children. Once the Provider’s instructors/directors have completed reliability certification, the Provider shall upload in the ELPFP system a certificate of reliability for the instructors/directors.

**Providers electing to implement child assessments shall:**

• Purchase a subscription or confirm an existing license covering the contract term to one of the research-based, OEL-approved child assessment tools listed in Attachment C. Confirmation of an existing active subscription that is valid through the contract term satisfies this requirement.
The purchase shall include a slot for each enrolled birth through kindergarten entry SR child at the Provider.

- Upload into the ELPFP system receipts or other proof of purchase for registration or existing license.
- Submit in the ELPFP System proof of assessor training completion for those instructors/directors who previously completed the publisher’s professional development training on the Provider’s chosen assessment.
- The Provider’s instructors/directors shall administer a child assessment to each enrolled SR birth-through-kindergarten entry child at the dosage and per the due dates listed in section D – Deliverables.
- The Provider shall generate an Assessment Period Report from the Web-based assessment system appropriate for the chosen child assessment for each assessment period defined in the benchmarks and upload that report into the ELPFP system by the due date listed in Section D. Deliverables. See Attachment C – Child Assessment Tools Forms and Exhibits.

The ELC is responsible for verifying that a majority of the provider’s instructors/directors meet the child assessment training completion and reliability requirements for implementing child assessments prior to contract execution.

The ELC is responsible for confirming that by the due date(s) established in the Provider contract for child assessment implementation:

- The Provider has purchased a subscription or confirm an existing license covering the contract term to one of the research-based, OEL-approved child assessment tools listed in Attachment C. Confirmation of an existing active subscription that is valid through the contract term satisfies this requirement.
- The Provider’s child assessment subscription includes a slot for each enrolled birth through kindergarten entry SR child at the Provider.
- To confirm purchase, the Provider uploaded into the ELPFP system receipts or other proof of purchase for registration or existing license.
- The Provider’s instructors/directors administered a child assessment to each enrolled SR birth-through-kindergarten entry child in participating classrooms at the dosage and per the due dates listed in section D – Deliverables.
- The Provider generated an Assessment Period Report from the Web-based assessment system appropriate for the chosen child assessment for each assessment period defined in the benchmarks and uploads that report into the ELPFP system by the due date listed in Section D of the contract. Deliverables. See ELPFP Provider Contract, Attachment C – Child Assessment Tools Forms and Exhibits.
Child Assessment Tools Forms and Exhibits

Assessment Tool Reporting Requirements Crosswalk

Child Observation Record (COR)

[Image of Child Observation Record (COR) report]

This report serves as both a Certification of Assessor Reliability and a Certificate of Professional Development.

[Image of Certification and Professional Development certificates]

Galileo – Assessment Technologies, Inc.
Intensive Coaching (Optional Benefit)

This strategy is appropriate for providers on a case by case basis and at the discretion of the ELC.

Prerequisites: None

Providers selecting this strategy may receive more intense and targeted coaching related to a critical need area involving the services of a mental health consultant or behavior management specialist for a particular classroom or particular child. The number of hours or number of visits for intensive coaching will vary with the need of the provider. The coaching plan should stipulate the estimated number of visits and scope of work based on the initial consultation for services.

The ELC will:

- Assist the provider in accessing qualified consultants to response to the unique needs of the provider.
- Be available to meet with the provider and consultant to determine a course of action and develop a coaching plan.
- Act as an intermediary to schedule and coordinate visits and troubleshoot issues that arise in the delivery of services.
- Maintain written records of visits and the outcomes achieved.
COMPENSATION AND FUNDING

Method of Payment

Provider payment for services delivered pursuant to the provider’s ELPFP contract with the coalition will be based on the differential rate(s) checked in ELPFP Provider Contract page 1, section 7. Provider Compensation, contingent upon available funding and the receipt and approval of all deliverables per the requirements detailed in section D. Deliverables.

Performance Differentials and Optional Assessment Differentials

The Provider’s participation tier and payment differential is established by the Provider’s composite CLASS score and varies according to the optional CQI strategies the Provider elects to complete.

Within section 7 of the Provider Contract, compensation terms are indicated by checkmark(s) in the table.

<table>
<thead>
<tr>
<th>Tier (make one selection)</th>
<th>Composite CLASS Score</th>
<th>Performance Compensation (differential)</th>
<th>Optional Child Assessment Implementation Compensation (differential)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>6.00-7.00</td>
<td>12%</td>
<td>3% See section C.5. CQI Strategy Selection for specific performance requirements for each tier associated with optional child assessment.</td>
</tr>
<tr>
<td>4</td>
<td>5.00-5.99</td>
<td>7%</td>
<td>3%</td>
</tr>
<tr>
<td>3</td>
<td>4.00-4.99</td>
<td>4%</td>
<td>3%</td>
</tr>
<tr>
<td>2</td>
<td>3.00-3.99</td>
<td>3%</td>
<td>N/A</td>
</tr>
<tr>
<td>1</td>
<td>1.00-2.99</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

The ELC will pay the Provider at the rate designated for the participation tier checked on Contract page 1, section 7. Provider Compensation, Performance Compensation Differential, contingent upon successful completion of benchmark deliverables associated with the Provider’s selected strategies.

The Performance Compensation differential is an additional payment to the provider based on a percentage applied to the Provider’s daily reimbursement rates established in the Provider’s SR Contract, Exhibit 3 – Provider Reimbursement Rates, for all children in the School Readiness Program served by the Provider under its SR Contract with the ELC.

Note: Although the differential is currently for all children in the School Readiness Program, the Office may limit this to children ages birth through kindergarten entry in subsequent years.

If the ELC determines that the Provider is qualified and the Provider elects to participate in optional child assessment implementation for tiers 3, 4 and 5, the Provider will also receive additional optional compensation at the rate designated for the participation tier checked on Contract page 1, section 7. Provider Compensation, Optional Child Assessment Implementation Compensation differential, contingent upon successful implementation of child assessment per Contract requirements.

The Optional Child Assessment Implementation Compensation differential is an additional payment to the provider based on a percentage applied to the Provider’s daily reimbursement rates established in the Provider’s SR Contract, Exhibit 3 – Provider Reimbursement Rates, for all children in the School Readiness Program served by the Provider under its SR Contract with the ELC.
If the Provider participates as a Tier 4 or Tier 5 Provider and the Provider elects not to participate in child assessment implementation, as long as the provider remains in compliance and eligible for payment under the terms and conditions of the Provider’s SR contract with the ELC, the provider will receive the payment differential for its designated tier, indicated on page 1, section 7.0 Provider Compensation.

Payments
The ELC shall make payments to the Provider within twenty-one (21) calendar days of the close of each month for services rendered during the prior month except as provided under law or contract.

The most recent version of the OEL Standard Codes and OEL Program Guidance 250.01 – OCAs document contains ELPFP OCA(s), billing group(s), and eligibility group(s) details.

At the end of each benchmark period, the ELC shall review the Provider’s submitted deliverables for the period and determine whether the Provider met its contractual obligations for the benchmark period. If the ELC determines that the Provider’s deliverables meet contractual requirements and are approved, the ELC will proceed with differential payment to the Provider for the month.

The ELC will only compensate the Provider for the ELPFP services delivered in accordance with the ELPFP Contract for SR children served under the Provider’s SR Contract with the ELC. The ELC will not compensate the provider for any SR children served by the Provider under a separate contract with any other ELC.

In the event that the ELC reviews the Provider’s deliverables for the benchmark period and determines that the Provider’s deliverables did not meet contractual requirements for the benchmark period, the ELC will follow the delinquent deliverables process detailed in section C. 9. Delinquent Deliverables.

Financial Consequences
In accordance with s. 287.058, F.F., Statewide School Readiness Provider Contract FORM OEL-20, section VIII. Financial Consequences contains a financial consequences provision. This provision is incorporated in the ELPFP Provider Contract by reference and provides for the application of financial consequences as a result of the provider’s failure to provide the minimum level of services required by the Contract.

The ELC shall apply financial consequences to provider payments associated with ELPFP Provider Contracts in accordance with the Financial Consequences Triggers in section 5 of the ELPFP Provider Contract.

See Financial Consequences Triggers table.
Suspension of Payment for Late or Deficient Deliverables

The ELC will determine each provider’s deliverables compliance at the end of each benchmark period. For any provider with delinquent deliverables (late or deficient) and is as such, out of compliance, the ELC shall withhold the provider’s ELPFP differential payment for the last month of the benchmark period by suspending the ELPFP payment in the statewide information system (currently EFS). Service days shall be considered non-reimbursable until the missing or deficient deliverables have been provided to and approved by the ELC. The ELC shall follow the process described below for the applicable circumstance.

Payment terms for deliverable due date extensions

If the ELC determines that extenuating circumstances prevented a provider from completing and uploading its required deliverables into the ELPFP System and grants the provider a due date extension, upon satisfaction of the extension terms (provider provides the missing deliverables), the ELC will reinstate the provider’s ELPFP payment differential in the statewide information system (currently EFS). The ELC shall also process prior period adjustments in order to pay the provider retroactively for the reimbursable service days missed during the suspension period.
Payment terms for issuance of Request for Corrective Action

If the ELC determines that a provider is out of compliance at the end of a benchmark period but the ELC has determined that there is high probability that the provider can come into compliance if it successfully completes a correct action plan, upon satisfaction of the provider’s ELC-approved corrective action plan, the ELC will reinstate the provider’s ELPFP payment differential in the statewide information system (currently EFS). The ELC shall also process prior period adjustments in order to pay the provider retroactively for the reimbursable service days missed during the suspension period.

Payment terms for Substantial Completion non-compliance determination.

Determination at end of benchmark - The ELC determines each ELPFP provider’s substantial completion at the end of each benchmark and whenever there is a change in a provider’s instructor/director roster. When the ELC determines that a provider is not in substantial completion compliance at the end of a benchmark period, the ELC shall immediately terminate the provider’s ELPFP Provider Contract and terminate the provider’s payment differential in the statewide information system (currently EFS) effective the first calendar day of the last month of the benchmark period. The Office may approve an amendment to a provider contract to amend the substantial completion requirements due to extenuating circumstances on a case-by-case basis.

Determination following a change in instructor/director roster - Following a change in a provider’s instructor/director roster during the contract term, the ELC shall determine if the provider still meets substantial completion requirements. If the ELC determines that the provider no longer meets substantial completion requirements, the ELC shall immediately terminate the provider’s ELPFP Provider Contract. Under these circumstances, the ELC shall terminate the provider’s payment differential in the statewide information system (currently EFS) effective the date of contract termination. The ELC shall pay the provider for reimbursable days during the benchmark period prior to the date of contract termination. The Office may approve an amendment to a provider contract to amend the substantial completion requirements due to extenuating circumstances on a case-by-case basis.

Potential Bonus Payments for Providers in Tier 1

Providers in Tier 1 do not receive monthly differential payments but may be eligible for a bonus at the end of the project based on composite CLASS score improvements and contingent upon availability of ELC budget. To be eligible for bonus, a Tier 1 provider must:

- Be in active status at project end (June 30).
- Successfully complete all benchmark deliverables in accordance with contract requirements (all instructors/directors listed in the Provider’s instructor/director roster have completed all assigned deliverables listed in Attachment A - Instructor/Director Strategy Assignments); and
- Demonstrate a score of 3.00 or higher on post composite CLASS scores.

Level of bonus for each eligible provider will be defined by OEL, contingent upon available funds. Funding for bonuses will be provided by OEL to each ELC through its Notice of Award.

The ELC must:

- Use the downloadable report of "all Selected Providers" in the ELPFP system to evaluate post composite CLASS scores and determine which providers are active, have satisfactorily
completed all contract requirements and deliverables and have improved post composite CLASS Scores to a score of 3.00 or better;

• Notify the provider regarding performance bonus to be paid related to the ELPFP contract;
• Issue payment to each eligible Tier 1 provider in the amount of $1,000; and
• Record bonus expenditures in Other Cost Accumulator (OCA) PFPCL for inclusion on the ELPFP invoice to OEL.

**Annualization Adjustment Payments for Providers in Tiers 2-5**

Providers in Tiers 2 - 5 may be eligible for annualization adjustment payments at the end of the project contingent upon budget availability and methodology established by OEL. OEL determines whether there is budget availability to provide an annualization adjustment payment at the end of the project. To be eligible for an annualization adjustment payment, a Tier 2-5 provider must:

- Be in active status at project end (June 30); and
- Successfully complete all benchmark deliverables in accordance with contract requirements (all instructors/directors listed in the Provider's instructor/director roster have completed all assigned deliverables listed in Attachment A - Instructor/Director Details Page).

The total annualization adjustment payment amount for each provider will be calculated by OEL and provided in writing to the ELC with its Notice of Award.

**The ELC must:**

Use the downloadable report of " all Selected Providers" in the ELPFP system to evaluate post composite CLASS scores and determine which providers are active, have satisfactorily completed all contract requirements and deliverables;

- Notify the provider regarding annualization adjustment payment amount in accordance with the OEL-approved calculations;
- Issue annualization adjustment payments to each eligible Tier 2 - 5 provider in accordance with OEL-approved calculations; and
- Record annualization adjustment expenditures in Other Cost Accumulator (OCA) PFPCL for inclusion on the ELPFP invoice to OEL.

Please direct questions and comments to Office of Early Learning at (866) 357-3239 or performancefunding@oel.myflorida.com.