

#### **6M-4.500 Child Attendance and Provider Reimbursements.**

##### **(1) General Provisions.**

(a) A school readiness provider shall not receive payment for a student prior to the student's first day of attendance or after the student's last day of attendance.

(b) Reimbursement rates shall be paid based on a child's care level and unit of care as defined by the coalition's approved provider rate schedule for the county in which the provider's facility is located.

(c) Daily attendance documentation shall be maintained by each school readiness provider based on the terms of the Statewide School Readiness Provider Contract, specified in Rule 6M-4.610, Florida Administrative Code (F.A.C.). The provider must record daily child attendance using a paper sign-in and sign-out log or electronic attendance-tracking system that is maintained at the provider site to validate the attendance data. For electronic attendance systems, the provider must backup records on a regular basis to safeguard against loss. The sign-in and sign-out forms will vary by provider but must contain the following information:

1. Provider's name,
2. Child's first and last name,
3. Time in and out,
4. Date, and

5. An authorized signature or other identifier that verifies each child's attendance. Authorized signature includes provider designee for children who are transported via school to or from the provider site or a parent or person authorized by the parent.

(d) A provider shall be reimbursed for each day that there is evidence (i.e., parent statement, supplemental attendance logs, etc.) that the child was in attendance.

(e) For school readiness children who are transported to and/or from the provider site, attendance shall be documented in accordance with paragraph 65C-22.001(6)(f), F.A.C. Rule 65C-22.001, F.A.C., (August 2013) is incorporated by reference. A copy of the rule may be obtained by contacting the Office of Early Learning, 250 Marriott Drive, Tallahassee, FL or at <http://www.flrules.org/Gateway/reference.asp?No=Ref-04842>.

(f) The provider must report any discrepancy, overpayment, or underpayment within sixty (60) calendar days of transmission of the reimbursement receipt. Reported changes must include supporting documentation. Discrepancies validated by the coalition will be corrected for reimbursement purposes.

(g) For a child who is authorized only full-time care, a coalition shall not recoup or adjust a provider's reimbursement for days a child attends part-time. If through monitoring or participant self-reporting, the coalition determines that a family does not need full time care, the coalition shall conduct redetermination of care to re-assess the hours of care needed.

(h) The coalition must conduct monitoring activities to ensure the accuracy of payments of the monthly reimbursement requests. If it is determined through monitoring of the attendance documentation that a provider received an improper payment (overpayment or underpayment), a payment adjustment is required to correct the improper payment.

(i) In accordance with Section 1002.84(10), F.S., attendance records may not be altered or amended after December 31 of the subsequent year.

##### **(2) Monthly certification of child attendance for payment reimbursement.**

(a) An early learning coalition shall give a school readiness provider a monthly roster, prepared by using the statewide information system, that lists each child enrolled in the provider's school readiness program, and includes spaces for a private provider or public school to report a child's attendance for the calendar month.

(b) A school readiness provider must certify the monthly attendance of a child enrolled in the provider's school readiness program. A school readiness provider may certify monthly attendance by electronic means approved by the early learning coalition.

(c) For each calendar month that a school readiness provider participates in the school readiness program, the coalition shall not pay the school readiness provider until the provider submits a monthly attendance roster to the coalition which certifies the attendance of each enrolled child from the prior month.

(d) If a child arrives at a school readiness provider's site but the provider or school refuses the child's attendance, the provider or school must record the instructional day as a non-reimbursable absence.

##### **(3) Holidays.**

(a) A recognized holiday as approved by the local coalitions shall not be counted as an absence for purposes of reimbursement. The coalition shall include reimbursements to providers of full and part-time care for up to twelve (12) recognized holidays per year as authorized in the Statewide School Readiness Provider Contract.

(b) For school-aged children authorized part time care, a provider shall be reimbursed at a part time rate if a child care provider is closed on a coalition approved holiday. If a school-aged child is authorized full time care on school holidays, school closures or teacher inservice days, a provider shall be reimbursed at a full time rate if the provider is open. For school-aged children authorized full time care during the summer, a provider shall be reimbursed at the full time rate for coalition approved holidays.

(c) For a school-aged child, if the child is scheduled to attend full time at a provider that is open on a day when school is closed and does not attend because his/her parent has opted to keep the child home that day, the provider shall be reimbursed at the full time rate in accordance with paragraph (4)(a) below.

(4) Absences.

(a) Reimbursement shall be authorized for no more than three (3) absences per calendar month per child except in the event of extraordinary circumstances in which case the coalition or its designee shall provide written approval for payment based on written documentation provided by the parent justifying the excessive absence for up to an additional seven (7) days. Extraordinary circumstances does not include vacation or recreational time.

Examples of extraordinary circumstances include the following:

1. Hospitalization of the child or parent with appropriate documentation (i.e., doctor's note, hospital admission);
2. Illness requiring home-stay as documented (doctor's note, parent statement);
3. Death in the immediate family with appropriate documentation (i.e., obituary, death certificate, parent statement);
4. Court ordered visitation with appropriate documentation (i.e., court order); or
5. Unforeseen documented military deployment or exercise of the parent(s) (i.e., military orders of deployment, reserve duty).

(b) Total monthly reimbursed absences shall not exceed ten (10) calendar days.

(c) In the event that a child is absent for five (5) consecutive days with no contact from the parent, the provider shall notify the local coalition or its designee who in turn shall determine the need for continued care. The coalition shall document any contact made with the provider, referring agency, if applicable and parent in the case file. If a determination is made that school readiness services are no longer needed, a notice of disenrollment will be sent to the parent and school readiness provider at least 2 weeks prior to disenrollment. However, an at-risk child may not be disenrolled from the program without the written approval of the Child Welfare Program Office of the Department of Children and Families or the community-based lead agency. A notice of termination shall be maintained in the case file and provided to the parent, provider and referring agency.

(d) When an at-risk child has an unexcused absence or seven consecutive days of excused absences, the school readiness provider shall notify the Department of Children and Families or community-based lead agency and the early learning coalition. The coalition shall document any contact made with the provider, referring agency and parent in the case file. This paragraph shall apply to all at-risk children under the age of school entry.

(5) Reimbursement for Children with Special Needs.

(a) A child care provider may be paid at a higher rate if caring for any school readiness child with special needs requiring additional care. To receive a special needs rate, a child care provider must submit a list of the special needs services it is providing for each special needs child, in addition to the routine school readiness services. A special needs rate may be negotiated up to 20 percent above the maximum infant care rate established by the coalition. However, this rate shall not exceed the providers private pay rate for infant care.

(b) To receive a special needs rate, in addition to the base rate, it must be requested by the provider and approved by the coalition. A special needs rate may be reimbursed for a school readiness child that has a documented physical, mental, emotional, or behavioral condition that requires a higher level of care in the child care setting. The special need child's condition must be validated by a licensed health, mental health, education or social service professional other than the child's parent or person employed by the child care provider.

(6) Reimbursement for Gold Seal Quality Care Programs.

A child care provider that has a current Gold Seal Quality Care designation, as defined in Section 402.281, F.S., may receive a differential rate higher than the coalition's base approved reimbursement rate for each care level and unit of care. The reimbursement rate for the Gold Seal differential may be negotiated up to 20 percent above an early learning coalition's approved reimbursement rate for each care level and unit of care.