

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

(1) General Provisions.

(a) A school readiness (SR) provider is not eligible to receive payment for a student prior to the student's first day of attendance or after the student's last date of attendance at the SR school-readiness program.

(b) No change.

(c) Daily attendance documentation must be maintained by each SR 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 form 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. through 4. No change.

5. An authorized signature or electronic attendance-tracking system that records the date, child's name, and electronic signature, card swipe, entry of a personal identification number, or similar daily action taken by the parent or other person dropping off or picking up the child to, or from, the provider site. ~~An a~~Authorized signature, paper or electronic, 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 as documented in writing and on file with the provider.

(d) No change.

(e) For SR school-readiness children who are transported to and/or from the provider site, attendance must be documented in accordance with the School Readiness Program Health ~~applicable health~~ and Safety Standards Handbook ~~for the provider type~~ as specified in Rule 6M-4.620, F.A.C.

(f) through (h) No change.

(i) The coalition must conduct monitoring activities in accordance with Rule 6M-4.630, F.A.C., to ensure the accuracy of payments of the monthly reimbursements ~~reimbursement requests~~. If it is determined through monitoring of the attendance and reimbursement documentation that a provider received an improper payment (overpayment or underpayment), the coalition must process a payment adjustment required to correct the improper payment.

(j) To receive reimbursement for a child served by a different coalition, ~~In order for a provider to be reimbursed~~

~~for a child served by a coalition other than the coalition where the provider is physically located,~~ the provider must have executed a Statewide School Readiness Provider Contract with the coalition of the child's residence prior to the child's enrollment and reimbursement. ~~The provider's R~~ reimbursement rates are ~~will be paid~~ based on the county where the provider is physically located and the child's care level and unit of care.

(k) In accordance with ~~s. Section~~ 1002.84(11), F.S., attendance records may not be altered or amended after December 31 of the subsequent year.

(2) Monthly Certification of Child Attendance for Reimbursement.

(a) A provider must complete and certify a monthly roster, using the single statewide information system (SSIS), that lists each child enrolled in the provider's SR school readiness program, ~~and includes spaces for a provider to report a child's attendance for the calendar month~~. An early learning coalition is authorized to request a SR school readiness provider submit paper sign-in and out forms or a print-out from the provider's electronic attendance system to verify attendance prior to a payment reimbursement. In the event the SSIS statewide information system is non-operational, the early learning coalition must provide the SR school readiness provider with a monthly roster.

(b) ~~For each calendar month that a school readiness provider participates in the school readiness program,~~ The coalition will not pay the SR 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.

(c) If a child arrives at a SR school readiness provider's site but the provider or school refuses the child's attendance, the provider must record the instructional day as a non-reimbursable absence. ~~Provider will be reimbursed for absences in accordance with subsection (4).~~

(3) Holidays and Staff Training Days.

(a) A recognized holiday or staff training day as approved by the coalition will ~~local coalitions shall~~ not be counted as an absence for purposes of reimbursement. ~~Beginning July 1, 2025,~~ The coalition must reimburse providers for up to twelve (12) thirteen (13) holidays per year and one (1) optional staff training day, as authorized in the Statewide School Readiness Provider Contract and in accordance with a child's authorized schedule. ~~Of the thirteen (13) holidays, a provider must use at least one day for staff training. All staff training days must be approved by the coalition.~~

(b) The staff training day must be approved by the coalition prior to the training occurring and align with child

performance standards in accordance with Rule 6M-4.700, F.A.C., the Florida Standards and Key Competencies described in Rule 6M-4.735, F.A.C., Form DEL-SR 735, or Department of Children and Families (DCF) child care training.

(c)(b) No change.

(4) Absences.

(a) Reimbursement will be authorized for no more than three (3) absences per calendar month per child except in the event of extraordinary circumstances. The coalition or its designee must document approval for payment based on written documentation provided by the parent justifying extraordinary circumstances. Reimbursement for absences due to extraordinary circumstances is limited to ten (10) days per calendar month per child. Extraordinary circumstances do not include vacation or recreational time.

Examples of extraordinary circumstances include but are not limited to the following:

1. through 6. No change.

(b) No change.

(c) If a child has five (5) consecutive days of absences during the child's regularly scheduled attendance or ten (10) unexplained absences, during a calendar month, with no contact from the parent, the provider must submit written notification to the ~~local~~ coalition or its designee. The coalition who in turn must determine the need for continued SR services and care. ~~The coalition must~~ document in the case file all attempts to contact the parent by the coalition, provider, or referring agency, if applicable.

1. If a determination is made that SR school-readiness services are no longer needed, the ~~local~~ coalition or designee must send a notice of termination to the parent and SR school-readiness provider in accordance with Rule 6M-4.200, F.A.C.

2. An at-risk child as defined in ~~s. Section~~ 1002.81(1), F.S., may not be disenrolled from the program without the written approval of the Office of Child and Family Well-Being ~~Office~~ of the Department of Children and Families or the community-based lead agency. A notice of termination must be maintained in the case file and provided to the parent, provider and referring agency.

(d) When an at-risk child under the age of school entry has one (1) unexcused absence or seven (7) consecutive days of excused absences, the SR school-readiness provider must notify the Department of Children and Families or community-based lead agency and the ~~early learning~~ coalition prior to the close of business on the day of the

absence. The provider must maintain documentation of the notification. The coalition must document any contact made with the provider, referring agency and parent in the case file.

(5) Reimbursement for Contracted Slots. If a coalition participates in the Contracted Slots Program and determines a provider is eligible for the program in accordance with Rule 6M-4.610, F.A.C., the provider may be reimbursed a contracted slots differential of ten (10) percent ~~up to (10%)~~ above the established coalition reimbursement rate for each care level.

(6) Reimbursement for Registration Fees. Subject to the limitations set forth in this subsection, if a provider has indicated that it charges a registration fee in Exhibit 5 of the Statewide School Readiness Provider Contract, the coalition must pay the provider a registration fee for each child enrolled in the SR School Readiness program. The coalition is authorized to pay the registration fee no more than two (2) times within a five (5) year period during a child's continuous eligibility for the program, except as set forth in this subsection paragraphs (b), (c) and (d).

(a) No change.

(b) Exceptions to the reimbursement two-time limit. If there is a break in the child's eligibility of at least twelve consecutive months, the two time limit set forth in subsection (6) starts over.

1. If there is a break in the child's eligibility of at least twelve consecutive months, the two-time limit set forth in subsection (6) starts over.

2.(e) If the child's provider permanently closes or has its contract terminated, the registration fee is paid to the new provider. This payment is considered an exception to the two-time limit.

3.(d) If the family experiences a hardship requiring a transfer to a different provider, the coalition must pay the registration fee to the new provider. This payment is considered an exception to the two-time limit. Hardship may be demonstrated by evidence of one or more of the following:

1. through 7. Renumbered a. through g. No change.

(c)(e) No change.

(7) Reimbursement for Children with Special Needs.

(a) A SR child care provider may be reimbursed a special needs differential by the coalition if caring for any SR school readiness child with special needs requiring additional care beyond services required by the Americans with Disabilities Act (ADA). The A special needs differential will rate may be negotiated between the provider and coalition up to twenty (20) percent above the established coalition reimbursement rate for infant care. A special

needs differential requires a diagnosis documentation 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, of a physical, mental, emotional, or behavioral condition that requires a higher level of care in the child care setting.

(b) In order to receive the special needs differential, the provider must submit a request to the coalition and receive approval. The request must include a list of proposed accommodations or special needs services in addition to services required by the ADA for each child and the following documentation to determine the child's eligibility for such accommodations: To receive a special needs differential, in addition to the established coalition reimbursement rate, it must be requested by the provider and approved by the coalition. A child care provider must submit a list of proposed accommodations or special needs services to the coalition prior to approval of the special needs services it is providing for each child with special needs, in addition to the routine school readiness services.

1. A current individual educational plan with a Florida school district;

2. A current individualized family support plan;

3. A diagnosed special need; or

4. A written determination of required accommodations by a licensed health care professional, mental health care professional or an educational psychologist.

(c) Beginning July 1, 2027, to receive a special needs differential, a SR provider must meet or exceed the minimum program assessment composite score identified in Rule 6M-4.740, F.A.C., and submit to the coalition documentation of instructional staff assigned by the provider to the child having met training requirements established in s. 1002.89(1)(d), F.S. The list of staff training courses approved by the department is available at <https://www.fldoe.org/schools/early-learning/providers/sr-train-screen-serv.stml>.

(8) Reimbursement for Quality Programs. A SR child-care provider that is currently participating in a state or local quality improvement program, as documented by the coalition and approved by the Division of Early Learning (DEL), may receive a differential calculated using the established coalition reimbursement rate for each care level and unit of care.

(a) ~~Reimbursement for Gold Seal Quality Care Programs. A SR~~ In accordance with s. 1002.945(6), F.S., a child care provider that has a current Gold Seal Quality Care designation, will ~~may~~ receive a differential in accordance with s. 1002.945(6), F.S. higher than the established coalition reimbursement rate for each care level and unit of care. The reimbursement rate for the Gold Seal differential must be a minimum of twenty (20) percent above the

~~established coalition reimbursement rate for each care level and unit of care.~~

~~(b) Reimbursement for Quality Performance Incentive. Beginning July 1, 2025, An eligible SR child care provider that receives a qualifying program assessment composite score ~~at or above a 5.00~~ will receive a tiered Quality Performance Incentive differential above the established coalition reimbursement rate for each care level and unit of care. A SR child care provider's Quality Performance Incentive differential ~~is~~ will be based on the provider's most recent program assessment composite score. ~~The differential will be adjusted and applied at the next monthly provider reimbursement payment. A qualifying program assessment composite score of:~~~~

~~1. Providers that receive program assessment composite scores of 5.00 to 5.99 results in will receive a seven (7) percent Quality Performance Incentive differential.~~

~~2. Providers that receive program assessment composite scores of 6.00 to 7.00 results in will receive a ten (10) percent Quality Performance Incentive differential.~~

~~(c) Reimbursement for Child Assessments. An eligible SR child care provider that participates in child assessment in accordance with this paragraph will, as defined in subparagraph (c)1. below, will receive a child assessment differential of five (5) percent higher than the established coalition reimbursement rate for each eligible child care level and unit of care. ~~This differential must be paid within 60 calendar days of conclusion of each assessment review period with the monthly reimbursement. The differential will be paid for all eligible children, as described in subparagraph (c)2. of this rule, assessed during the assessment period, and in accordance with this rule, once all assessments have been successfully completed and submitted per the requirements of the DEL approved assessment tool. A child care provider who contracts for the SR Program at a time that does not allow three assessment periods to be completed in the contract year is not eligible for a differential. To be eligible to receive the child assessment differential, a provider must:~~~~

~~1. Complete child assessments with a DEL approved assessment tool conducted by teachers determined reliable as defined by the child assessment tool at least three (3) times per year and submit valid and reliable data to the statewide information system. A child care provider that is currently on a Quality Improvement Plan, pursuant to Rule 6M 4.740, F.A.C., is not eligible for the child assessment differential reimbursement.~~

~~2. Assess eligible school readiness children ages birth to kindergarten entry, who have been enrolled at the provider for at least 60 calendar days, during the eligible assessment periods, on all domains as defined by the approved tool. If a child enrolls at the provider later than 60 calendar days before the end of the assessment period,~~

~~the child will be assessed in the next assessment period.~~

~~1.3. Submit a roster of all birth to kindergarten entry classrooms through the DEL-defined system as required in Form DEL-SR 740 (November 2022), incorporated by reference in Rule 6M-4.740, F.A.C., and must indicate all teachers assigned to each classroom. A provider must maintain At least 75% of the provider's teachers reported on its the provider's birth to kindergarten entry classrooms roster must meet meeting the reliability requirements as defined by the DEL-approved assessment tool's tool to receive the child assessment differential rate. If the provider falls below 75% due to the loss of a teacher or a teacher is no longer considered reliable, the provider will have 60 calendar days to replace the teacher with a reliable teacher. If the teacher is not replaced within 60 calendar days of the previous teacher's last day of employment and the provider has not retained 75% of reliable teachers, the differential will not be paid for the remainder of the contract term. If a provider falls below the 75% reliability requirements, they must notify the coalition within five (5) business days of the last date of the previous teacher's employment or reliability for the current teacher expires.~~

2. Have teachers who meet the assessment tool's reliability requirements assess the eligible SR children, ages birth to kindergarten entry who have been enrolled at the provider for at least 60 calendar days during the eligible assessment periods, on all domains required by the approved tool.

a. If a provider falls below the 75% teacher reliability requirement, it must notify the coalition within five (5) business days of the previous teacher's last employment date or the current teacher's last reliability date. The provider will have 60 calendar days to again meet the 75% requirement. If the provider does not, the differential will not be paid for the remainder of the contract term.

b. If a child enrolls at the provider later than 60 calendar days before the end of the assessment period, the child will be assessed in the next assessment period.

~~3.4. Submit complete data and upload required documents to the DEL-specified system Conduct assessments within the following periods with all data completed and uploaded no later than the last day of each that period:~~

a. through c. No change.

~~4.5. A parent may decline to have a child assessed at the time of enrollment at the provider through the SSIS statewide information system. A provider participating in child assessment will assess only those children whose parents have not declined assessment.~~

5. A provider is not eligible to receive the differential if the provider:

a. Is currently on a Quality Improvement Plan pursuant to Rule 6M-4.740, F.A.C.:

b. Contracts for the SR program at a time that does not allow for the completion of three (3) assessment period in the contract year; or

c. Does not comply with this subsection.

*Rulemaking Authority 1001.02(1), (2)(n), 1002.79 FS. Law Implemented 1002.82(2)(c), 1002.82(2)(f)1.a.(III), 1002.82(2)(k), (o), (p), 1002.87(8), (9) FS. History—New 2-2-05, Formerly 60BB-4.500, Amended 1-1-15, 5-28-17, 6-23-19, 6-14-22, 5-13-25.*