

Early Learning Coalition

of Pinellas County, Inc.

Policy: ELCP-61.1.4	Title: School Readiness Provider Child Care Liability Insurance Policy	
	Review Date: 9/1/11	Next Review Date:

References: Florida Statute 411.01
 Florida Statute 402.302
 School Readiness Provider Agreement

Purpose: To outline child care liability requirements and terms required by School Readiness Providers.

Background: The basis for the ability to require providers to child care liability insurance was the legislature’s passage of Florida Statutes 411.01 and 402.302 to “provide a safe and healthy environment for children.” F.S. 411.01 states that it is the Coalition’s responsibility to ensure that School Readiness programs provide a safe and healthy environment.

In doing so, AWI stated that, as provided in section 16 of the Coalition’s School Readiness Grant Agreement, Coalitions “...shall maintain child care liability insurance coverage on a comprehensive basis...” and “...the Coalition accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Coalition and the clients to be served under this Agreement.”

This Coalition policy and procedure is inclusive to all caregiver settings: child care center, licensed family child care homes receiving School Readiness (SR) funding. Informal School Readiness providers are not subject to Child Care Liability Insurance requirements.

Policy: Per the terms of the School Readiness Provider Agreements for Child Care Centers and Licensed Family Child Care Homes, providers are required to maintain Child Care Liability Insurance.

At a minimum, Child Care Liability Insurance Policies must cover:
 \$500,000 for each occurrence
 \$1,000,000 for general aggregate.

The Early Learning Coalition of Pinellas County, Inc. must be listed as an *additional insured* on the policy.

Note:

Providers are prohibited from requiring School Readiness parents to cover payment for lost revenue due to violations of the School Readiness Agreement.

Providers may appeal action taken in accordance with this policy with the [School Readiness/VPK Grievance and Dispute Resolution Policy \(ELCPC-10.1\)](#).

Procedures:

I. MONITORING

Initial Approval

School Readiness Agreements will not be executed without documentation of Child Care Liability Insurance. At a minimum, Child Care Liability Insurance Policies must cover:

\$500,000 for each occurrence

\$1,000,000 for general aggregate

The Early Learning Coalition of Pinellas County must be listed as an additional insured on the policy.

Maintenance of Compliance

SR Providers are responsible for maintaining compliance with Child Care Liability Insurance requirements. Providers are required to maintain a current, valid Certificate of Child Care Liability insurance on file with the Coalition at all times.

II. ENFORCEMENT

Failure to maintain compliance with Child Care Liability Insurance requirements will result in:

Technical Assistance

As a *courtesy*, the Coalition will notify Providers of impending expiration of a Child Care Liability Insurance policy thirty (30) days in advance. Not receiving courtesy notification does not relieve Providers of the responsibility for having a current Certificate of Insurance (COI) demonstrating Child Care Liability Insurance, as required by the Coalition, on file with the Coalition at all times. A lapse in coverage, non-renewal or cancellation of child care liability insurance will result in immediate Level 2 enforcement.

LEVEL 2 School Readiness Enforcement

Nonpayment for School Readiness

Failure to maintain compliance with the Child Care Liability Insurance requirement will result in suspension of School Readiness payment until compliance is demonstrated, within a maximum of ten (10) business days.

LEVEL 3 School Readiness Enforcement

Termination of Agreement:

Failure to demonstrate compliance upon conclusion of the nonpayment period will result in termination of the School Readiness Agreement within 10 days. The Provider will be ineligible to receive School Readiness funding for a minimum of one (1) year from termination of the Agreement.

Parents of School Readiness funded children will be notified that the funding for this Provider's program will cease and CCR&R staff will assist parents in finding alternate care. Parents will have up to 10 days to find an alternative School Readiness provider. Parents choosing to keep their child enrolled with the terminated Provider will forfeit their School Readiness scholarship.

Exhibits: None