

Provider Business Procedures



# Quality



[abcqualitycare.org](http://abcqualitycare.org)  
1-800-262-4416

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## INTRODUCTION

Welcome! We are very excited to have you be a part of ABC Quality.

The ABC Quality Rating & Improvement System (ABC Quality) is a federally funded program administered by the SC Department of Social Services. The standards and indicators used by ABC Quality are based on research and practice focused on the health and safety of children, staff education and qualifications, supportive staff-child interactions, and meaningful learning activities.

ABC strives to protect the health and safety of children in child care; help parents make informed consumer choices and access information to support child development; provide equal access to stable child care for low-income children; and enhance the quality of child care and the early childhood workforce.

These procedures were developed as a policy guide for the operating practices for the payment, documentation and reporting system for the SC Voucher System, and ABC Quality. Upon notification to providers, the S. C. Department of Social Services, at its sole discretion, may amend these procedures. Once notified in writing, the provider shall be responsible for compliance to the amended procedure for the purpose defined.

**PLEASE REVIEW THESE PROCEDURES TO INSURE AN UNDERSTANDING OF POLICY AND WHAT IS REQUIRED. ANY QUESTIONS REGARDING THESE PROCEDURES CAN BE REFERRED TO ABC QUALITY.**

## GENERAL INFORMATION

- Providers are independent business owners. Any provider who applies and becomes enrolled in ABC Quality and SC Voucher is doing so voluntarily. Enrollment in ABC Quality is not a guarantee for any program and providers should not view participation in ABC Quality as a primary means of support.
- Any provider who voluntarily enrolls agrees to meet and maintain the eligibility requirements, and additional program standards above regulatory requirements, and to meet and maintain documentation relating to attendance and ABC Payment. Provider payment rates for any enrolled ABC clients in the ABC Quality/SC Voucher are based on the Level of participation and the provider type. Providers are paid the rate they charge to all others, up to the highest ABC maximum rates.
- Providers enrolled in ABC Quality will receive a minimum of one unannounced visit per year.
- Providers voluntarily sign an Enrollment Agreement. The expiration date is listed on the Agreement. Agreements are not automatically renewed. The ending date of the Enrollment Agreement is not appealable. Providers wishing to continue to serve ABC children must meet the eligibility criteria.
- Enrollment Agreements are only good for the address listed in the Agreement.

Agreements are not transferrable to new owners, or new locations.

- ABC Quality does not guarantee providers will receive clients, nor does ABC refer clients to providers. Clients voluntarily choose the provider that best meets their needs.
- A copy of these Business Procedures, along with the ABC Quality Program Manual, ABC Quality Structural Quality Clarification Guide, ABC Quality Forms, ABC Quality Supplemental Information, and the ABC Quality Intentional Teaching Guides for each age group can be found on the following website:  
[www.sccildcare.org](http://www.sccildcare.org).

## REVIEW AT A GLANCE WHO TO CALL AND WHEN

This is a short guide to help you if any of the following occur, and where to report it. You may call or submit this in writing. Please do not send any information with your SVL.

### **ABC QUALITY**

**Please let us know if any of the following changes occur (Also, see Amendment of Provider's Enrollment, VII):**

- Change in facility address or payment address
- Change in phone number
- Change in FEIN or Social Security Number
- Change in Director
- Change in Rates
- Plans to sell facility/change of ownership/entering management agreement
- Closing of facility permanently
- If provider needs to add or delete an age group
- Change in Regulatory Status

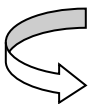
### **There are two offices of ABC Quality.**

Each office is responsible for providers in certain counties. Locate the county your facility is in. The address for the ABC Quality Office is listed below the counties for which they are responsible. Throughout the Business Procedures where it refers the provider to contact ABC Quality, this is the office you would contact:

Aiken
Allendale
Bamberg
Beaufort
Berkeley
Calhoun
Charleston
Chesterfield
Clarendon

Abbeville
Anderson
Cherokee
Chester
Edgefield
Greenwood
Greenville
Lancaster
Laurens

Colleton	McCormick
Darlington	Oconee
Dillon	Pickens
Dorchester	Saluda
Fairfield	Spartanburg
Florence	Union
Georgetown	York
Hampton	
Horry	
Jasper	
Kershaw	
Lee	
Lexington	
Marion	
Marlboro	
Newberry	
Orangeburg	
Richland	
Sumter	
Williamsburg	
ABC Quality S. C. Department of Social Services 3150 Harden Street Ext. Columbia, SC 29203  Phone: (803) 898-2772 Fax: (803) 898-4510	Greenville Technical College ABC Quality P. O. Box 5616, Station B Greenville, SC 29606-5616  Phone: (864) 250-8468 Fax: (864) 250-8044



**SC VOUCHER:**

**Please let us know if any of the following things occur:**

- When a child has missed ten consecutive days
- Inquiries regarding payment if payment not received after 10-14 working days from the date of SVL receipt by the SC Voucher
- If provider is going to discontinue services to a client
- If provider will be temporarily closed for a week or longer
- If clients fail to attend the program after authorization is given

**SC VOUCHER**

SC Voucher  
 ATTN: Provider Team  
 S. C. Department of Social Services  
 P. O. Box 100160  
 Columbia, South Carolina 29202-3160

Phone: (800) 262-4416  
 Fax: (800) 310-5417

## I. PROVIDER SELECTION BY CLIENT

ABC Quality and SC Voucher are advocates for parental choice and clients are responsible for selecting the provider of their choice. The following are steps to be taken when a client selects your facility:

### **By a client already authorized for services through SC Voucher:**

A new client or a client already receiving services at another provider may want to transfer to your facility. When a client chooses you to care for their child(ren), you should:

- a. Refer to VIII. Client Transfer, for more detailed information
- b. Request a valid form of identification to verify the identity of the client
- c. Assist the client in completing the blue client connection card OR the client connection fax form and submit to SC Voucher. This will connect the client to your program and initiate the payment process for that client. (See page 5 for mailing/fax information).
- d. The provider must possess the blue connection card or fax form in order to begin the process of servicing the client. These items can be obtained from SC Voucher if the parent does not have the information available. Approval must be granted before serving the client.

**DO NOT SERVE THE CLIENT BEFORE RECEIVING WRITTEN APPROVAL FROM THE ABC PROGRAM! IF YOU DO, SC VOUCHER WILL NOT BE RESPONSIBLE FOR PAYMENT.**

**IMPORTANT NOTES:** The provider cannot accept/serve a child for a care type [age group] for which they have not been enrolled. For example, a provider may be enrolled for full-time care type, but not half-time, etc. If providers are unsure as to the care types for which they are enrolled, they should refer to their enrollment information provided or call ABC Quality. Care types may be added at the provider's request and upon approval by ABC Quality.

- e. Upon receipt of the blue connection card or fax form, SC Voucher will verify that the client is eligible to receive services, and that the provider is enrolled to serve the care type requested. SC Voucher will then authorize the provider to serve the client (if the client has complied with transfer procedures) and make the necessary “connection” in the system with an established start date.
- f. SC Voucher will send the provider an “Authorization/Connection Letter” confirming the connection. The letter will include information such as the authorization date, provider billing rate, client fee, care type authorized and number of weeks of care. **THIS IS THE PROVIDER’S AUTHORIZATION LETTER. THE PROVIDER MUST NOT SERVE THE CLIENT BEFORE RECEIVING THE AUTHORIZATION LETTER WITH THE APPROVED DATE.**

**SPECIAL NOTE:** If a client fails to attend the child care program for ten consecutive days after authorization is given, you must notify SC Voucher on the 11<sup>th</sup> day. The provider will no longer be eligible for payment if the child does not return on the 11<sup>th</sup> day.

- g. Service Voucher Logs (SVL), are the payment documents used by SC Voucher. Once a client has been connected, the SVL will automatically be generated and sent to the provider. If an SVL is not received, the provider must contact SC Voucher. Providers have the option to complete a paper version of the SVL or access the on-line SVL payment system. SC Voucher provides support in setting up the on-line SVL.

**IMPORTANT NOTE:** Providers who are not licensed by DSS cannot serve Foster children or children currently part of active Child Protective Service (CPS) matters. If a provider's license has expired the provider must contact ABC Quality before serving Foster children or children currently part of active CPS matters.

## II. MAXIMUM CARE ALLOWED

Clients can receive up to a maximum of 52 weeks of care during any one-year period of eligibility. This may be full-time care, part-time or a combination of the two.

Note: Less than half-time care may be in conjunction with full or half-time care and may be used alone. It cannot be used to pay the same child care provider.

## III. CLIENT FEE

SC Voucher determines the client fee by evaluating the client's family size and income. **The provider is responsible for the collection of client fees from the parent in advance of service delivery.** Neither ABC Quality nor SC Voucher assumes any responsibility for collection or payment of client fees.

Foster parents and clients participating in the Family Independence Program are exempt from paying client fees. However, they are responsible for the difference between the provider's rate and the maximum rate paid by SC Voucher, if the provider's rate exceeds the maximum rate.

- 1) The client fee should be collected weekly in advance of service delivery. **\*\*Providers should not let clients get behind on their weekly fees. [Refer to the Special Note under Client Transfer - IV.]**
- 2) The provider may discontinue services to the client when client fees are not paid; however, the provider must seek authorization from SC Voucher before doing so.
- 3) The amount of the client fee and any second child discount are deducted from the SC Voucher payment to the provider.

## IV. CLIENT TRANSFER

Clients may transfer from one provider to another.

- 1) Clients must notify SC Voucher either by telephone or in writing and receive approval prior to transferring.



- 2) Some providers have established policy requirements regarding client transfers; the client may be required to adhere to these.
- 3) The effective date of the transfer will be the 1st Monday following the 7th working day after SC Voucher receives the phone call or written notice from the client requesting the transfer.

To determine the effective date of transfer:

The date SC Voucher receives the phone call or written notice is considered day one of the notice. Then begin counting seven working days from that date. In counting the 7 days, do not include state observed Holidays or weekends, as they are not considered working days. Whatever date the 7<sup>th</sup> working day falls on, the transfer date will be the next Monday after that.

**EXCEPTION:** If notification is received on a Thursday, then Friday is counted as day one. If notice is received any other day of the week (Monday, Tuesday, Wednesday or Friday), that same day is always counted as day one.

**EXAMPLE:** Request is made on Wednesday. Counting seven [7] working days beginning with Wednesday, the 7<sup>th</sup> working day would fall on Thursday of the next week. The transfer date would be the next Monday following this Thursday.

- 4) Notice requirements can be waived under unusual circumstances if sought by the client. SC Voucher will notify the provider if the request for a waiver is approved.
- 5) The previous provider will not be paid after the start date is established for the new provider. **SC VOUCHER DOES NOT AUTHORIZE PAYMENT FOR TWO PROVIDERS FOR THE SAME TIME PERIOD.**
- 6) The previous provider will be notified by telephone of the client’s last authorized day of service. A “Transfer Letter” will also be sent.  
**\*\*SPECIAL NOTE: Clients with unpaid fees at the time of the transfer will still be allowed to transfer. It is the responsibility of the provider to ensure client fees are paid timely.**

**V. DISCONTINUING SERVICES TO ABC CLIENTS**

- 1) **When the Provider Discontinues Services To The Client**  
 Providers have a right to stop serving a client or child if either is disruptive to the program or does not comply with the provider's established policies. If you serve any children with differing abilities and needs, and require assistance, you may contact the SC Inclusion Collaborative who will gladly provide assistance to providers at no cost. Their number is 803-777-2861.

Providers must notify clients and SC Voucher by calling the provider line at **[800-262-4416]** before discontinuing services to the client.

- The reason for discontinuing services must be included, i.e. failure to pay fees, parent does not pick child up on time, or child displays disruptive behavior, etc.
- The ending date will be the last day of the service week (always a Sunday), in which the provider asked the client to leave.



- Clients should be notified by the provider [preferably in writing] a minimum of three working days in advance of the effective date
- Clients should be allowed to finish any week in which the provider has billed SC Voucher for the client. Failure to allow the child to finish out a week may result in an early release, which would require the provider to forfeit any notice and/or payment for that week.

2) **When SC Voucher Terminates Client's Eligibility**

SC Voucher may terminate a client's or child's eligibility. Once a decision has been reached to terminate eligibility, the provider will receive written notification from SC Voucher.

- If termination is initiated by SC Voucher, the provider and client will be notified by mail that the client's services are being terminated and all payments for services rendered after the termination date will become the client's responsibility.
- The provider will be mailed a **Denial/Termination Letter** that reflects the effective date of termination and the reason for the termination. A minimum of 10 calendar days advance notice will be given from the date the determination to end services is made, unless extenuating circumstances exist, and a waiver is given to the client.

## VI. RECORDS

The following records **are required to be kept on-site**. If the Director is going to be away from the location, a designated person in charge should have access to all records. Providers should establish good record keeping methods and maintain all documentation in an orderly fashion. Records shall be maintained a minimum of 5 years plus the current year. **SCDSS Audit staff regularly conduct audit reviews and failure to have this documentation can result in recoupment of funds if the provider cannot show documentation of attendance.**

1) **Attendance**

- a. Daily attendance records must be maintained for each child served through SC Voucher.
- b. Attendance may be documented in several different ways which include the following:
  - Recording days and actual hours of attendance in a roll book or log sheet to include the USDA Log Sheet
  - Using sign-in/sign-out sheets
  - Using computer logs, etc. **IMPORTANT NOTE:** If provider uses sign-in/sign-out sheets, and the parents fail to sign-in and also sign-out, the DSS Auditors may recoup funds.
- c. The child's name on the attendance must match the name on the SVL. The child's given name, not a nickname, should be recorded.
- d. Records must match the absences reported on the SVL submitted for the period. Providers must accurately report all absences on the SVL indicating "o" for the hours attended and the absence reason code or the actual number of hours attended daily (whole numbers only).

- e. A provider who does not maintain daily attendance or accurate records may be required to repay funds if the provider cannot provide documentation that the child attended the program.
- f. Daily attendance records may be requested to resolve a discrepancy between two different providers when a child's date of attendance is in question.

2) **Tracking Sheets (License-Exempt Providers)**

- a. As part of supervision of children, providers are responsible for tracking children's whereabouts throughout the facility. Tracking insures that children are accounted for, and are not left behind on playgrounds, in classrooms or on field trips. The tracking sheet denotes the child's presence from the time they enter the facility until they leave. At any given time, the sheet should reflect the child's whereabouts. If you need assistance in tracking, your Quality Coach can assist you. Please call 888-335-1002.

3) **Receipts for Grant Purchases**

- a. Providers must maintain receipts on-site for items purchased under any grant received for a period of three (3) years for audit purposes.

3) **Service Voucher Log [SVL]:**

- a. Providers must maintain copies of the SVL on-site for a period of five years (5) years plus the current year for audit purposes.
- b. Providers must review the SVL against the Provider's Remittance Advice.

4) **Staff Records:**

An individual file must be kept **on-site** for each staff employed. Information should include, but not be limited to, the following:

- a. Name and Job Title of Staff, i.e. Director, Lead Teacher, or Assistant Teacher
- b. Copies of any degrees/certificates/diplomas or college transcript (see below)\*\*
- c. Documentation of training received, i.e. certificates
- d. Copy of Pre-Service Health & Safety Training
- e. Documentation of Infant/Child CPR/Pediatric First Aid Certification
- f. Discipline Policy signed/dated yearly.
- g. Copy of ABC Quality Code of Ethics signed/dated

**Additional Items for License-Exempt Providers**

- h. Documentation of child care experience, i.e. resume, completed job application, letters of reference, etc.
- i. Copy of Central Registry results
- j. Copy of High School Diploma/GED Certificate (see below\*)
- k. Physician Health Statement
- l. TB Test results or applicable statement

**\*High School Diploma: ABC Quality accepts high school diplomas which meet the following criteria**

A prescribed secondary course of study that:

- a. Includes subjects such as: Reading Skills, English, and Mathematics, American and World History, Biology, Social Science, and Physical Science,

Career-oriented electives like Auto Repair Technician, Personal Computer Specialist, and more... Traditional electives like Chemistry, foreign language, and Music

- b. Has minimum compulsory attendance requirements
- c. Is accepted by institutions of higher education
- d. May include home school diplomas, as recognized by each individual state
- e. Is recognized by the SC Department of Education or is accredited by one of the six regional accrediting bodies recognized by the US Department of Education.

Non-traditional high school degrees will be reviewed by ABC for compliance to the above criteria.

See <http://www.ed.gov/students/prep/college/diplomamills/index.html>)

**\*\*College Degree:**

All college degrees must be accredited by one of the six regional accrediting bodies recognized by the US Department of Education in order to be accepted by ABC.

**Directors are responsible for ensuring that staff hired have verifiable high school diplomas and college degrees.**

5) **Client/Child Records:**

An individual file should be kept on-site for each child enrolled through the SC Voucher. Information should include, but not be limited to, the following:

- a. Parent name, child's complete name [especially if last name is different than parent, Social Security # of parent. It is helpful to cross-reference each child's file with other children from the same family, especially when the last names are different
- b. ABC Authorization/Connection Letter - describes the client's name and name of the child, amount of billing, start and stop dates, client fee amount (if applicable), and type of care
- c. Any correspondence from SC Voucher related to the client

**VII. AMENDMENT OF PROVIDER'S ENROLLMENT**

A provider's enrollment can be amended at any time after enrollment in ABC Quality. Amendments can be initiated by the provider and/or ABC Quality.

◆ **PLEASE DO NOT SEND ANY CHANGES WITH YOUR SVL.**

**The provider must notify ABC Quality if any changes or amendments need to be made to their enrollment.**

Amendments may occur for, but are not limited to, the following reasons:

1) **Provider Rates Changes**

a. **Rate Increases**

Providers who increase their child care rates may request a rate increase.

1. The provider must call ABC Quality and request a Rate Change Form be sent to them.

**IMPORTANT NOTE!** *If the provider has outstanding corrective action they will not be permitted to submit a request for a rate increase until all corrective action is resolved.*

2. The form is signed and dated by the provider, and returned with the required documentation to ABC Quality. The form will be completed by ABC Quality.
3. Required documentation: The provider must include a copy of their published/written child care rates [i.e. written fee policy, parent handbook with rates included] along with any correspondence given to parents notifying them of the rate increase. The rate increase will not be processed without this information. Providers who do not currently have a written fee policy [outlining what rates they charge] are strongly encouraged to develop one
4. Providers will receive written results of their request for a rate increase. Providers should contact ABC Quality if they do not submit results within a month of submitting the request. **It is the provider's responsibility to make sure their rate increase has been received and processed by ABC Quality; rate increases will not be applied retroactively.**
5. Once approved, the rate increase will not immediately take effect for those clients currently being served by the provider. The payment rate will remain the same until the client's eligibility period is renewed. If the client continues to select the provider, then the new payment rate will be effective for the client with the date of their new eligibility period.  
**EXCEPTION:** Foster care children are the only clients immediately connected at the new rate.
6. Any new clients selecting the provider on or after the date of the rate increase will be paid at the new rate.
7. If the provider charges more than the maximum allowed by SC Voucher, then only the maximum will be paid. The provider may require the client to pay the difference between their rate and the maximum paid by SC Voucher.

b. **Rate Decreases**

Providers who decrease their rates **must** notify ABC Quality and request a Rate Change Form be sent to them.

1. The same procedures as outlined in Rate Increases will be followed with the exception that all rate decreases will be **effective Immediately** without regard to the client's eligibility status.

2) **Addition or Deletion of Additional Age Group:**

- a. Providers can request to add another age group(s) not previously enrolled by contacting ABC Quality. Providers must be currently providing child care

services for the age group.

- Providers must meet regulatory requirements for age group(s) served.
  - An on-site visit is required for child care centers to add age groups, but is not required for family/group child care homes.
- b. Providers can request to add half-time or full-time for an age group already enrolled.
- c. Providers should request to delete an age group if they are no longer serving an age group or do not want to be enrolled for that age group.

3) **Change in Facility's Regulatory Status:**

- a. The provider must notify ABC Quality if one of the following occurs:
- If provider changes from Family to Group
  - If provider changes from Family or Group to a Center
  - If provider changes from a Group to a Family
  - If provider changes from Center to a Family or Group.

4) **Change in Name of Child Care Facility:**

If the provider changes the name of the child care facility they must:

- a. Notify ABC Quality in writing
- b. ABC Quality will send the appropriate paperwork to be completed and returned in order to make the change.

5) **Program Moves Location:**

If the provider moves to another facility, the following must occur:

- The provider must notify ABC Quality as soon as possible, but no later than 15 days prior to the move
- **The provider must only serve the children at the facility enrolled.** When a provider moves, the License/Registration/exemption becomes invalid and the provider must obtain a new License/Registration/exemption for the new location and submit to ABC Quality prior to the move
- If the regulatory requirements are met, the facility demonstrates a history of compliance with regulatory requirements, there is no turnover of the director, and at least 75% of the caregiver staff remains with the facility, the provider's enrollment will be amended and the provider will be allowed to serve the children at the new facility
- If the facility does not meet regulatory requirements at the new facility, then the provider's file will be closed (See X. ADVERSE ACTIONS BY DSS/# 2 Exceptions to Termination of Provider's Enrollment, # D)

6) **Change in Director of Child Care Facility:**

If there is a change in the Director of the child care facility they must:

- Notify ABC Quality in writing or by phone

7) **Change in Mailing/Payment Address or Phone Numbers:**

If there is a change in the facility address where services are provided [other than the provider has moved], such as a change because of 911 or payment address, or phone number:

- Notify ABC Quality in writing or by telephone

- ABC Quality will send the appropriate paperwork to be completed and returned in order to make the change

8) **Change in Telephone Number:**

If there is a change in the facility phone number where services are being delivered:

- Notify ABC Quality in writing or by phone. **The provider must maintain a working LAN telephone at all times at the facility where services are being delivered.** Non-published numbers are not allowed, nor is a cell-phone allowed as the main phone.

## VIII. QUALITY ASSESSMENT VISITS

**Center-based provider (all levels) will receive:**

1) **A minimum of one unannounced visit per year:**

During this visit, a Quality Assessor will complete an on-site evaluation using the ABC Quality Program Manual. This is considered the “Process Elements of Quality”, which are the observable experiences children have in child care and includes the social, emotional, physical and instructional aspects of early care and education. Additionally, during the on-site visit, eligibility criteria will be reviewed for any new staff hired since the last visit. Eligibility Criteria can be found in the ABC Quality Program Manual.

2) **A desk review every 3 years:**

Providers will be required to submit Structural Quality Documents for the desk review. This is considered the “Structural Elements of Quality”, which refers to the administrative and policy aspects of early care and education. Structural elements of quality include group size, teacher-to-children ratio, staff qualifications and professional development, and the policies the programs has put into place to support such areas as family engagement, risk management and health and safety. These are also found in the ABC Quality Program Manual.

**Moving from One Level to Another for Center-based Providers:**

ABC Quality is a rating and improvement system with emphasis on improving the quality provided. Providers should strive to continually make improvements in their programs by implementing policy and processes that have great impact on what they do. During each year’s observation visit, the score received for the observation combined with the score received from the last desk review will comprise the level the provider earns. Depending upon what this is, the provider’s level could remain the same or change. During the observation visit each year, if the provider wishes to submit additional evidence for the Structural Quality in order to obtain additional points, they may do so. An example would be submitting a revised policy or evidence of an additional indicator the program is meeting. The provider may also choose to wait until their desk review to submit any additional evidence.

**Family/Group providers will receive:**

1) **A minimum of one unannounced visit per year:**

During this visit, a Quality Assessor will complete an on-site evaluation using either the Level B or C Family/Group Child Care Standards. At this time, a review of the mandatory standards will also be done. Level B providers must maintain a score of at



least 80% or higher on the Level B Standards, and meet all mandatory standards. Level C providers must meet all mandatory standards. Currently, there is no score for Level C providers.

**Moving from One Level to Another for Family/Group Providers:**

Family and Group providers can request to move from a Level C to a Level B at anytime they feel they can meet the requirements. They may contact ABC Quality to initiate this process. Currently, there is no Level A for family and group child care homes.

**VIX. HISTORY OF COMPLIANCE TO REGULATORY REQUIREMENTS**

Maintaining adherence to health and safety regulations is the foundation for all quality child care. The child care facility is required to have and maintain a History of Compliance with regulatory requirements in order for the facility to meet eligibility criteria which is required for continued enrollment with ABC Quality. Providers who are License-Exempt are also required to maintain the same child:staff ratios and supervision as those facilities who are licensed/registered. These regulations protect the health and safety of all children.

**History of Compliance is defined as having:**

- (1) **No frequent or multiple deficiencies or a significant event *posing substantial threat to the health or safety of the children that involve supervision, compliance with ratios, or health and safety violations.***
  - *Frequent* is defined as having 3 or more violations that pose a substantial threat to children’s health and safety within a six month period of time.
  - *Multiple* is defined as having 3 or more different violations that pose a substantial threat to children’s health and safety within a six month period of time.
  - Any *significant event* which poses substantial threat is defined as, but not limited to: any environment, situation, or occurrence that poses a substantial threat to the health and safety of children.
  - *Substantial threat* to the health and safety of children is any action, condition, or event that results in children being placed in impending danger or harm.

Conditions that could pose a *substantial threat* can include, but are not limited to:

- ❖ children left alone in the facility;
- ❖ sewer backed up in facility;
- ❖ no water in the facility;
- ❖ no heat or air conditioning in facility in extreme weather conditions;
- ❖ fire alarm disconnected;
- ❖ lack of supervision resulting in a child leaving the facility unnoticed;
- ❖ lack of supervision resulting in child left at another location such as restaurant, park, zoo, etc;
- ❖ children removed due to abuse or neglect by Licensing, OHAN, or Child Protective Services staff;
- ❖ smoking in the facility by staff;



- ❖ exceeding the facility capacity or staff - child care ratios defined by Child Care Licensing

(2) **Staff with Infant/Child CPR and Pediatric First Aid Certification are on-site at all times.**

**Additional History of Compliance for License-Exempt Providers**

License-Exempt providers do not fall under the jurisdiction of Child Care Licensing and are thus not monitored by Child Care Licensing. As participation in ABC Quality, License-Exempt providers must comply with the same Licensing standards that deal with ratios, supervision, and health & safety. The following outlines the regulations that License-exempt providers must comply with in order to maintain enrollment.

**(1) Ratios:**

These are the child to staff ratios that apply at all times when children are present on the premises and during activities away from the facility such as field trips:

<b><i>Child's Age</i></b>	<b><i>Staff:Child Ratio</i></b>
Four to five years	1:17
Five to six years	1:20
Six to twelve years	1:23

Water Safety Staff:Child Ratios: These ratios are to be met when children are at the pool or an outing with water. All swimming activities must be supervised by a person with current lifeguard training certification:

<b><u>Child's Age</u></b>	<b><u>Staff:Child Ratio</u></b>
Four to five years	1:6
Five years and older	2:25

**(2) Supervision:**

When child:staff ratios are not maintained, this results in a lack of supervision as there is not enough adults to adequately supervise the children. Additionally, the following is a part of supervision and must be maintained:

- At least two adults must be on the premises at all times
- Children shall be directly supervised by staff at all times
- Staff talking on cell phones to conduct personal business is considered a lack of supervision
- Tracking sheets must be maintained. See “VI. Records, #2 Tracking Sheets”  
As part of supervision of children, providers are responsible for tracking children’s whereabouts throughout the facility. Tracking insures that children are accounted for, and are not left behind on playgrounds, in classrooms or on field trips. The tracking sheet denotes the child’s presence from the time they enter the facility until they leave. At any given time, the sheet should reflect the child’s whereabouts

**(3) Qualified Staff:**

- Staff must not be hired prior to obtaining the results of the Central Registry check and any staff who does not have a clear Central Registry cannot be

employed

- All staff must meet the minimum age requirement of 18 years of age and have a valid high school diploma or GED and 6 months of experience
- All staff must have a Physician Health Statement and a TB test with negative results.
- Swimming activities must be supervised by a person with current lifeguard training certification.

**(4) Transportation of Children:**

If the program provides or arranges transportation the following requirements apply:

- The child:staff ratios apply
- Facility must have written consent from the parent
- Each child must be secured in an individual, age appropriate safety restraint at all times the vehicle is in motion
- The driver must have a valid regular or commercial drivers license
- Written consent from the parent is required prior to transportation
- Tracking of children on and off the vehicle is required
- Children must not be left unattended in the vehicle

**(5) Environmental Hazards:**

- All chemicals (cleaning supplies), medicines, and hazardous materials must be kept locked and out of the reach of children
- No weapons are allowed on the premises
- Staff purses must be kept out of the reach of children
- Provides for building and physical premises safety, including the identification of and protection from hazards that can cause bodily injury, such as electrical hazards, vehicular traffic and bodies of water.
- Playground areas must be kept safe, i.e. grass cut, no fire ants, poisonous plants removed, no standing water, sharp objects such as nails removed, and fence in good repair with no gaps or openings, etc.
- Clean and sanitary conditions shall be maintained indoors and outdoors
- Outdoor environment: children shall be restricted from unsafe areas and conditions such as traffic, parking areas, ditches and steep slopes by a fence or natural barrier

**(6) Complaints:**

- If ABC Quality receives a complaint on a License-Exempt facility, the complaint will be documented and the Quality Assessor will make an unannounced visit, as appropriate, in order to investigate the complaint
- If the complaint is that the License-Exempt facility is operating more than the stated hours, or if ABC Quality discovers the facility is operating more than the stated hours, the complaint will be forwarded to Child Care Licensing as an illegal operation
- Any complaint that involves an injury to a child may be referred to the Office of Out of Home Abuse and Neglect (OHAN)
- All complaints received will be kept on file with ABC Quality, and are public record

## **X. VOLUNTARY TERMINATION FROM ABC BY PROVIDER**

Providers should notify ABC Quality directly if they want to voluntarily terminate their enrollment; however, if providers contact SC Voucher, ABC Quality will verify the provider's intent through a phone contact with the provider. Providers who have received a grant must, however, stay in the program for the period required by the grant, or the grant funds will be recouped.

**Voluntary termination of a provider's enrollment agreement is not appealable.** If the provider requests to voluntarily end their enrollment agreement, and then later requests to rescind the termination of their agreement, ABC Quality is under no obligation to do so, particularly if the provider's file has been closed in SC Voucher.

## **XI. ADVERSE ACTIONS BY DSS**

### **1) TERMINATION OF PROVIDER'S ENROLLMENT BY ABC QUALITY**

ABC Quality will initiate termination of a provider's enrollment agreement during any enrollment period if the provider fails to comply with the requirements of ABC Quality and criteria to maintain enrollment. Termination of a provider's enrollment is appealable (see XVIII. Appeals Process).

A child care facility's enrollment will be terminated for, but not limited to, the following reasons:

1. **Failure to Maintain Regulatory Requirements:** If a provider fails to maintain their regulatory status or if the provider's regulatory status is revoked, denied, or suspended, or an injunction is issued to close the facility, termination of the provider's enrollment will be initiated.

If a provider is under appeal with Child Care Licensing and/or ABC Quality and the health and/or safety of the children are jeopardized, the Director of Early Care and Education can make the decision to remove all ABC children from the facility during the termination/appeals process. Examples of situations that could jeopardize children's health and/or safety are: sewer backed up in the facility; no water in the facility; over heated facility due to no air conditioning; child seriously injured or death of a child due to lack of supervision or negligence by staff; lack of supervision resulting in a child leaving the facility unnoticed; a child left at another location such as a park, library, zoo, a child allowed to go with a person who is not authorized, children removed due to abuse or neglect; over ratios by more than 25%; numerous violations that are serious health & safety issues, etc.

## 2. **Failure to Maintain History of Compliance:**

History of Compliance is defined as having:

- 1) No frequent (3 or more within 6 months) deficiencies *posing substantial threat to the health or safety of the children that involve supervision, compliance with ratios, or health and safety violations.*
  - a) **Maintaining Staff-Child Ratios Requirements** – Providers shall at all times maintain staff-child ratios. When it has been determined a provider has failed to meet the required staff-child ratios 3 or more times during any 6-month period, the termination of enrollment process will be initiated.
  - b) **Maintaining Supervision Requirements** – Providers shall at all times maintain supervision requirements. When it has been determined that a provider has failed to meet supervision of children requirements 3 or more times during any 6-month period, the termination of enrollment process will be initiated.
  - c) **Maintaining Regulatory Capacity** – Providers shall at all times maintain the facility’s regulatory capacity. When it has been determined a provider has exceeded the regulatory capacity at a facility 3 or more times during any 6-month period, the termination of enrollment process will be initiated.
  - d) **Maintaining Health and Safety Regulations** - Providers shall at all times maintain health and safety regulations. When it has been determined that the provider has received multiple violations which affect the health and safety of children, the termination of enrollment process will be initiated.
- 2) No multiple (3 or more within 6 months) deficiencies *posing substantial threat to the health or safety of the children that involve supervision, compliance with ratios, or health and safety violations.*
  - a) **Maintaining A Combination of Ratios, Supervision, Regulatory Capacity, or Health and Safety** – when it has been determined a provider has failed to meet a combination of ratios, supervision, regulatory capacity requirements or health and safety (#a, b, c. and d above) during any on-site visit, or individually for 3 or more times during any six month period (e.g. 1<sup>st</sup> violation ratios, 2<sup>nd</sup> violation supervision, 3<sup>rd</sup> violation ratios), the termination of enrollment process will be initiated.
- 3) **Meeting CPR/First Aid Certification** – Providers shall at all times have one caregiver with Infant/Child CPR and Pediatric First Aid Certification on-site. When it has been determined that a provider has failed to meet the CPR/First Aid Certification coverage at a facility 3 or more times during any 6-month period, the termination of enrollment process will be initiated

- 4) Maintaining History of Compliance in which **no** significant event occurs that poses a substantial threat to *the health or safety of the children that involve supervision, compliance with ratios, or health and safety violations*.  
**If any supervision offense results in harm to a child (i.e., child injured), the termination process will be initiated with that offense.**

### 3. **Failure to Maintain Required Program Assessment Scores:**

**Center-Based Providers:** During 2018, ABC Quality is conducting a pilot with the newly revised ABC Quality Tools. During this year, ABC Quality Assessors will be conducting on-site assessments to measure the provider's compliance to the standards and indicators in the ABC Quality Program Manual. The provider will not receive an actual score during the pilot phase. At the end of the pilot, after determining the established program scores for each Level, the scores and their equated Level will be posted on our websites at [www.sccildcare.org](http://www.sccildcare.org) or [www.abcqualitycare.org](http://www.abcqualitycare.org). These will then become the established scores and providers must at least meet the minimum (Level C) to remain enrolled.

During the pilot, new ABC providers will not have an assigned Level until the end of the pilot period when scores are established for each Level. They will be paid at the Level C payment rate during the pilot period. For existing providers, the pilot period is a hold harmless period. They will also be notified at the end of the pilot period what their level would be. However, they they can choose to accept the new level or remain at the current level until their next assessment. Once the pilot period has ended, any reviews conducted after that will determine the provider's level. The provider must score at least the minimum to remain enrolled.

#### **Family/Group Providers:**

The minimum score required for enrollment and to maintain enrollment is 80% for Level B providers. If a Level B Family/Group facility scores less than 65% overall during an on-site visit, then termination shall be initiated with that review. If the facility scores **at least** 65%, but less than the 80% required, then 2 more assessments will be conducted. If after the third assessment the score is still below 80%, termination will be initiated. There is no minimum score for Level C providers.

4. **Use of Corporal Punishment:** *ABC Quality defines corporal punishment as the use of physical force to the body as a discipline measure. Physical force to the body includes but is not limited to spanking, slapping, biting, and shaking.* (1) If the owner/operator of the facility administers corporal punishment, termination of facility will occur on the 1<sup>st</sup> offense. (2) If staff in a child care center uses corporal punishment, and the corporal punishment was not condoned by the owner/operator, the provider should be given an opportunity to take appropriate corrective action. If appropriate action is taken, termination will not occur (3) If further instances of corporal punishment are used at the facility within any 12-month period, termination of enrollment will occur.

When termination is warranted as a result of corporal punishment, the termination process shall be initiated immediately.

5. **The Office of Out of Home Abuse and Neglect (OHAN) Finding(s):** For programs currently enrolled with ABC Quality: If the name of the facility's owner is placed on the Central Registry of Abuse and Neglect, and is then found to be at the facility during the hours of operation when children are present, the termination process shall be initiated. If the name of a staff employed at a facility is placed on the Central Registry of Abuse and Neglect, and the person is not barred from the facility, the termination of enrollment will be initiated. For Family/Group facilities, termination will be initiated immediately. The Director of Early Care and Education can make a decision to remove all ABC children from the facility during the termination/appeals process.

6. **Failure to Submit Required Corrective Action:** If a provider does not correct the deficiencies/violations within the timeframe allowed (including any extension of time allowed for correction), the termination of enrollment process shall be initiated.

**NOTE:** In the event ABC Quality terminates a provider's enrollment during the enrollment period, and the Appeals Office upholds the provider, any outstanding corrective action not affected by the appeal must be submitted.

7. **Failure to Provide Child Care Services at Enrolled Address and/or providing services at a location that is not enrolled and the child is not connected to:** Providers must notify ABC in advance of days the facility will be temporarily closed or if the facility is moving or permanently closing.

Per the Provider Agreement, providers are authorized only to serve children at the enrolled and ABC Quality approved site. Serving children at an unapproved location potentially places children in harm. For example, the other location may not be a licensed facility where health and safety codes are met. ABC provides funds for child care with an expectation of a higher quality of care and ABC Quality must be able to verify and guarantee the quality of care at locations.

Children must be served at the location for which they have been connected. If the provider has two or more locations enrolled, they may not switch or transport children between locations without notifying SC Voucher for authorization. Children will appear on the SVL for the location in which they have been connected. When it is verified that children are being served at a location other than the enrolled address, the termination of enrollment process will be initiated.

8. **Failure to Respond to Attempts by ABC Staff to Reach the Provider:** If there are 3 documented attempts within a period of 15 days (excluding weekends and holidays) by ABC Quality to reach the provider, by phone, letter, e-mail, and/or on-site visit and there is no response by the provider, the termination of enrollment process shall be initiated. If ABC clients are connected, funds shall be recouped for the period of time when services could not be verified.

9. **Failure to Operate during Stated Hours of Operation:** If a provider has 3 documented incidents of non-compliance with the stated hours of operation during any 12-month period, the termination of enrollment process may be initiated.
10. **Failure to Maintain LAN (Local Area Network) Phone Service:** Providers are required to have LAN phone services where ABC children are served. Cell phones are not permitted as the primary/sole phone service. When it becomes known to ABC Quality that a provider does not have LAN phone services at a facility where ABC child care services are provided, the provider should be given 30 days to secure LAN phone services. If the provider does not secure LAN phone services within the 30 days; or if it is documented that the provider did not have LAN phone services 2 times within any 12-month period, the termination of enrollment process may be initiated. Verification can be by either ABC Quality, Child Care Licensing, or SC Voucher.
11. **Misuse of ABC Grant Funds:** If a provider uses ABC grant funds on purchases other than its approved use or does not provide the required receipts to substantiate the purchases, and the provider does not reimburse ABC Quality within the timeframe given for reimbursement (including any extension of time approved), the termination of enrollment process may be initiated. Funds will be recouped.
12. **Fraud/Misrepresentation:** If a provider intentionally makes a false statement or misrepresentation regarding a material fact or fails to disclose a material fact that results in obtaining, attempting to obtain, or continuing to receive ABC funds which the provider would not otherwise qualify to receive, the termination of enrollment process shall be initiated. Funds will be recouped for the period of time when the provider did not qualify for the funds.
13. **Owner, Director, and/or Operator Guilty of Fraud in A State-Funded or Federally-funded Program:** If an owner/operator is found guilty of committing fraud in another state-funded or federally funded-program, the termination of enrollment process shall be initiated. If a director is guilty of committing fraud in another state-funded or federally-funded program and the director is retained in the capacity as director of the facility, the termination of enrollment process will be initiated.
14. **Verbal or Physical Abuse by Provider:** If a provider curses or yells at any staff employed with the Divisional of Early Care and Education, the provider will be sent a certified letter after the 1<sup>st</sup> offense. The letter will describe the incident and inform the provider that another such incident will result in termination being initiated. If the provider threatens, or physically assaults any staff during the course of conducting ABC business, termination of enrollment will be initiated.
15. **Refusal to Allow ABC/DSS Representatives Access to the Facility:** If a provider refuses to allow an ABC Quality or Child Care Licensing staff access to the premises or in the building of an enrolled child care facility, and the ABC/DSS staff is on official business during operating hours of the facility and the provider is open for business, the provider will be sent a certified letter after the 1<sup>st</sup> offense, describing the incident, and if ABC/DSS staff are denied access during any future visits, the



termination of enrollment process will be initiated. Upon the 2<sup>nd</sup> incident, the termination of enrollment process shall be initiated immediately.

16. **Smoking in a Facility:** If a provider has three documented incidents of violating Public Law 103-227, Park C, Environmental Tobacco Smoke Act, also known as the Pro-Children Act, which prohibits smoking in any indoor facility used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 years, the termination of enrollment process shall be initiated.
17. **Family Child Care Home Operator employed Outside Home:** If it is found that the operator of a Family Child Care Home, who was enrolled after these procedures went into effect, is working outside the home, ABC Quality will send a letter to the provider explaining that policy prohibits them from doing so and giving them an opportunity to correct. If after this is done, and it is discovered the operator is still working outside the home or the provider refuses to comply, then the termination of enrollment process shall be initiated.

## 2) EXCEPTIONS TO TERMINATION OF PROVIDER ENROLLMENT

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**The following terminations are not appealable.** In the following situations, even though ABC Quality considers this a closing of the provider's file, the ABC Child Care Voucher System will terminate the provider's enrollment in the SC Voucher System based on closure, and send the provider a termination letter. The following are reasons a provider would be terminated:

- A. **Provider has no current ABC children and has closed the program or vacated the facility and did not notify ABC Quality.** Example: Quality Assessor conducts unannounced visit and finds facility abandoned. Program will attempt to reach provider by phone. If unsuccessful the file will be closed. ABC will notify Child Care Licensing. Should the provider reopen at another location and wish to apply for enrollment, they must wait one year before they can reapply.
- B. **Provider has no current ABC children connected and ABC Quality cannot reach anyone either at the facility (on-site) or by phone during the normal hours of operation.** ABC Quality will send a letter notifying the provider they must contact ABC Quality within five working days of receipt of the letter or their file will be closed. If there is no response by the provider, the file will be closed, Child Care Licensing will be notified, and the provider must wait one year before they can reapply.
- C. **Facility Ownership Changes.** A provider must immediately notify ABC Quality of any changes in ownership of the facility. A change in ownership invalidates the enrollment agreement as it is not transferrable. It also invalidates the DSS License, Registration, or exemption verification. The provider's file will be placed in a closed status. The new owner may apply for enrollment by completing the application

process and meeting the enrollment requirements. There is no wait period for the new owner.

The provider must notify ABC Quality at least 30 days prior to the sale. **VERY IMPORTANT NOTE:** It is extremely crucial to notify ABC Quality of the sale of the facility so that payment under the provider's TAX ID number can be stopped. If the provider fails to do this and the new owner continues to receive the SVLs and submits them, payment will continue to be made under the original provider's TAX ID, and thus they are responsible for payment of taxes due. When the new owner keeps the same facility name, it is easy for them to deposit the checks. In order to correct this to ensure that the provider selling the facility doesn't have to pay taxes on this money, ABC Quality must recoup funds from the provider selling the facility (even though they may have never received the funds) and then reissue a check to the new owner under their TAX ID number. ABC Quality cannot be held responsible when providers fail to notify them of the sale. Providers should NOT send this notification in with their last SVL, but must call or write ABC Quality directly.

- D. **Facility Moves:** If the facility moves to another location, and the provider has not obtained a regulatory document for the new location, the agreement is null and void as it is address specific.
- E. **Child Care Licensing closes the provider's file:** If Child Care Licensing has closed the file meaning the provider no longer has a License or Registration, then ABC will also close the provider's file. If ABC children are still connected, then SC Voucher will notify the clients.
- F. **Provider Has No Children Enrolled (private-pay or ABC):** When providers do not have children enrolled, ABC Quality cannot conduct observations and therefore the provider is unable to meet Process Quality Indicators. Providers who have not had any children (private-pay and ABC) for at least one year will be closed.

## **XII. PROVIDER ENROLLMENT AGREEMENT**

### **1) Provider Enrollment Agreement:**

Enrollment Agreements are normally effective for a period of three years from the date signed by the provider. The provider's ABC enrollment expires on the end date of the agreement.

Enrollment Agreements are provider/owner specific and address-specific. This means that another provider/owner cannot take over operation of the facility and that if a provider moves (regardless of whether they have obtained the appropriate regulatory document) that ABC Quality is under no obligation to offer an agreement at the new location. **When the provider moves, the agreement becomes null and void, which is not appealable.**

Although agreements for normally for three years, ABC Quality reserves the right to offer agreements for a shorter period of time. The following are examples:

### **One-Year Agreement:**

Examples a one-year agreement might be issued (but not limited to): In all of these examples, if the provider demonstrates compliance, then upon the expiration of the one year agreement, a Three- year agreement will be offered.

- 1) A provider was terminated or their provider agreement was not renewed due to the fact they were not meeting History of Compliance to licensing regulations. If the owner sells the business to another person and all the staff remain with the new owner (Director and teachers), then ABC Quality may offer the provider a one-year agreement in order to allow them time to come into compliance.
- 2) A new provider who has just obtained their License/Registration and has only been in operation a short time (few months), and thus has not had time to establish a clear history, then a one-year agreement would be offered to enable them to demonstrate a History of Compliance.
- 3) A provider has been sent a Warning Letter from ABC Quality for being in jeopardy of not meeting the History of Compliance. The provider either moves locations (which invalidates the agreement) or purchases an additional program. SC Voucher requires submission of a new provider agreement when the provider moves. ABC Quality will only offer a one- year agreement in order to give them time to come into compliance.

### **90-Day Agreement:**

If the provider's enrollment agreement is expiring; however, they are not meeting regulatory requirements which is a crucial piece of the eligibility criteria for renewal, ABC **may** offer a 90-Day Agreement in order that the provider may come into compliance. This would depend upon the severity of the deficiencies that have been received. Reasons a 90-day Agreement might be offered:

- 1) Provider is under a Corrective Action Plan (CAP) with Child Care Licensing  
The 90-Day Agreement would give the provider time to successfully complete the CAP. If the provider's CAP is extended for whatever reason, and the end date of the CAP exceeds the expiration date of the 90-day agreement, then ABC Quality cannot offer a new enrollment agreement.
- 2) The Provider has a Provisional License or Registration  
If the provider is successfully able to obtain a Regular License or Registration by the expiration of the 90-Day Agreement, then a regular agreement would be offered; however, if they are unable to do so, then ABC Quality cannot offer a new enrollment agreement.

### **2) Expiration of the Provider Enrollment Agreement:**

The provider's ABC enrollment expires on the end date of the agreement. If ABC Quality decides not to offer another agreement to the provider, a letter will be sent by certified and regular mail giving a 30-day notice that the agreement will not be renewed with an end date.

Providers can continue to accept and serve ABC children through the end date; however, no new connections for ABC children will be allowed once notification has been received. In instances where an egregious or significant event has occurred where a child(ren) was

placed in harms way, the notice can be less than the 30 days and the Director of Early Care and Education can make the decision to remove all ABC children immediately. If possible, ABC Quality will allow parents time to find another child care placement. **The end of the Provider Enrollment Agreement is not appealable.**

### **3) Criteria for Renewal of Provider Enrollment Agreement:**

All providers must have a current regular License or Registration at the time of renewal. Exempt providers will have to recertify their exemption status **AND all staff must have a new Central Registry**. All providers must have a clear History of Compliance with Licensing Regulations. The provider cannot have an open OHAN investigation, or be on a corrective Action Plan with Child Care Licensing.

Centers – must meet all eligibility requirements and have scored enough points to be at least a Level C.

Family/Group – Level B providers must meet all eligibility criteria, all mandatory standards, and have at least an 80% score and have no outstanding corrective action. Level C providers must meet all eligibility criteria, all mandatory standards, and have no outstanding corrective action.

## **XIII. WAITING PERIOD FOR RE-ENROLLMENT**

No matter if the provider voluntarily terminates the Provider Enrollment Agreement, ABC Quality initiates the termination of the Provider Enrollment Agreement, or the Provider Enrollment Agreement expires and ABC Quality does not renew the agreement, the provider must wait one calendar year from the actual termination date before they can reapply to ABC Quality. If a provider appeals ABC Quality’s decision to terminate the ABC Enrollment Agreement, the actual termination date would be the date the appeals process ends.

### **Exemption of Waiting Period**

- If extenuating circumstances exist, the Director of Early Care and Education may grant an exemption of the 1 year wait for applying for enrollment, if recommended by ABC Quality. No exemption will be granted for providers who are terminated for failure to maintain History of Compliance with regulatory requirements.

## **XIV. ENROLLMENT/RE-ENROLLMENT EXCEPTIONS**

**The following are reasons a provider is ineligible to enroll or re-enroll in the ABC Child Care Program.**

1. **Death of a Child** - When a negative action by a provider results in the death of a child at a facility.
2. **Fraud** - Providers found guilty in court of committing or who have committed fraud with ABC Quality or SC Voucher.

3. **Falsified Documents** – Providers who falsify or misrepresent official or legal documents (i.e., birth certificates, degrees, transcripts, etc.), or other ABC program documents (SVL, attendance records) and submit to the ABC Quality or to Child Care Licensing.
4. **Administrative or Judicial Determination of Abuse and/or Neglect** – If the name of the facility’s owner is on the Central Registry of Abuse and Neglect, the facility is ineligible for enrollment. Facilities with employees whose name is on the Central Registry of Abuse and Neglect are also ineligible for enrollment as long as the employee continues to be employed and/or present at the facility.
5. **Ineligibility to Participate in Publicly Funded Programs** – Any institution or its principals who are ineligible for any other publicly funded program due to the above criteria are prohibited from participating in the ABC program at any level. However, this prohibition does not apply if the institution or principal has been fully reinstated in, or determined eligible for, that program, including the payment of any debts owed.
6. **Programs Who are on a Corrective Action Plan (CAP) with Child Care Licensing or have an open OHAN investigation** - Programs who are on a CAP with Child Care Licensing are not meeting the History of Compliance to Licensing Regulations and thus cannot enroll until the completion of the CAP. Any facility that has an open OHAN investigation cannot enroll until the case has been successfully resolved.
7. **Programs Whose Primary Business is not Child Care** – Programs whose primary business is not child care (e.g. karate/martial arts, dance studios, gymnastics and tutoring facilities) are ineligible to enroll. Existing programs in ABC Quality can remain enrolled. However, should they voluntarily withdraw, be terminated or their agreement not be renewed, then they are ineligible to re-enroll.
8. **Family Child Care Home Operators who are Employed Outside the Home during the Hours of Operation** - the primary operator is the person whose name is on the Registration/License. They cannot be employed at another job during the hours they indicate their family child care home is in operation.
9. **Programs Operating in Strip Malls or Buildings which do not have a Designated Safe Outside Play Area for children** – the program must provide a designated area away from vehicular traffic or other possible hazards. If cars are present, the program must provide secure barriers for protection against bodily injury.
10. **Programs With at Least Two Occurrences of an Adverse Action Taken Against them and/or Have Not Been Offered Another Agreement by ABC Quality** – If there have been at least two instances whereby the provider was either terminated by ABC Quality and ABC was upheld or if ABC Quality could not offer the provider another Enrollment Agreement, the provider cannot re-enroll. This can be two instances of the same or a combination.

11. **Provider Received A Grant And Did Not Comply With The Terms And Conditions Of The Grant** - the provider did not meet the terms and conditions of the grant, i.e. provider did not stay enrolled for the stated amount of time, and the funds were not paid back.
12. **Two Programs Within The Same Physical Structure Or Address** – When an existing provider wants to enroll a second program, and the program is housed either within the same structure or property, and is not covered under separate DSS License or Approvals, then the second program cannot be enrolled. Example: a licensed program is enrolled to serve ages 6 weeks to age 6. Provider wants to enroll an exempt program for ages 6 to 12 years of age at the same location or address, then this is not allowed.
13. **Providers who Have Operated Illegally** – 1) Providers who have been cited as an illegal operation by Child Care Licensing prior to applying with ABC or 2) if an existing ABC provider is either found to be operating illegally at the enrolled site (e.g. a License-Exempt is operating more than 4 hours per day), or if the provider is operating another location that is deemed an illegal operation.
14. **Providers who Have Been Terminated Previously for an offense that could have impacted the health & safety or well-being of the child(ren)** - If a provider was terminated or their Agreement was not renewed for the following reasons, but not limited to, then ABC Quality reserves the right to deny the provider the opportunity to re-enroll: a Significant Event as defined under History of Compliance, hiding children from DSS employees so as to not be cited for being out of ratio/over capacity, or were serving children at locations unknown to DSS employees.

**NOTE: Upon receiving a provider’s application for enrollment in the ABC Quality, if it is known by ABC Quality that the provider purchased the facility from a provider whose enrollment was terminated due to Numbers 1 through 4 above, then the new owner shall submit legal documentation verifying the change of ownership and provide a notarized statement that the previous owner has no financial or personal interest or association with the child care facility.**

## **XV. GRANTS**

As funds permit, ABC Quality may be able to offer Grants to providers. Providers who receive a grant(s) must stay in the program for the period required in the grant agreement, and comply with all terms and conditions of the grant. If the provider does not comply by staying in the program for the required amount of time or does not purchase the approved items in the grant, recoupment of grant funds will be initiated for all or part of the grant as applicable. This will be done, if possible, by withholding the provider’s last payment. **Grant Recoupments are not appealable.** Therefore, providers should evaluate their personal situations before committing to the requirements of the grant.

If a previous recoupment has been initiated against the provider perhaps because of an

audit, overpayment, or if the provider owes money to the Government due to an IRS lien, and funds are being recouped from the provider through their payments, then the provider will not be eligible for any grants offered at that time due to the fact that SC Voucher will automatically take the grant money in payment towards the recoupment or lien. If at the time a grant is offered and the provider is under a repayment for an IRS Lien, the provider should not enter into the grant as the IRS will intercept this money for repayment.

**Failure to use grants funds properly may result in the initiation of an audit by the ABC Quality or SCDSS Audit staff.**

## **XVI. APPEALS PROCESS**

If ABC initiates termination of the provider, and the provider disagrees with the action, the provider may request a fair hearing **pursuant to the SCDSS's regulations [Reg. 126-150, et seq.]**. The provider may appeal any decision that results in any adverse actions such as termination or de-enrollment of an age group. The following is not appealable: 1) the natural ending of the provider enrollment period based on the expiration date, 2) provider closure, and 3) failing the assessment scores during an enrollment visit.

Provider appeal hearings are held by SCDSS. A fair hearing must be requested in writing, and must be made within 30 days from receipt of the letter notifying the provider of the negative action. The request may be made by the provider or a person acting on his/her behalf, such as a legal representative, relative, or friend. Staff must not impede, limit, or interfere in any way with the client's right to request a fair hearing.

If the provider wishes to appeal the decision, he/she must notify SCDSS in writing, postmarked within 30 days of receiving the termination letter. The notice of intent to appeal should be directed to:

Director, Division of Appeals and Hearings  
South Carolina Department of Social Services  
Post Office Box 1520  
Columbia, South Carolina 29202-1520

If notice of intent to appeal is not submitted to SCDSS within the 30 day period, the right to challenge termination will be lost and the decision will become final.

Once the Division of Appeals and Hearings receives a written request from a provider for a hearing, they will notify the provider in writing of the date and time for the hearing. A decision is not made on the day of the hearing. The decision is made by an outside designee after reviewing the testimony and evidence. If the decision rendered is not agreeable to the provider, the provider may appeal further to the Administrative Law Court which is outside of DSS for judicial review of their case. Any costs associated with this is the responsibility of the provider.



### **ABC CLIENTS DURING AN APPEAL:**

Once a provider has requested an appeal, either for ABC Quality or Child Care Licensing, no new connections for ABC clients will be allowed to be made to the provider during the appeal process. However, providers may continue serving current children connected through the end of their current eligibility period unless the health and/or safety of the children are jeopardized. The Director of Early Care and Education can decide to remove all ABC children immediately from the facility if it is determined that the health and/or safety of the children is being jeopardized. When a client's eligibility ends (they have used their weeks of care), their connection is considered to have ended. If they are renewed for another eligibility period, this is considered a "new connection" and thus they will not be able to continue to select you, and thus will have to find another child care placement.

## **XVII. GLOSSARY OF TERMS**

Definitions of key terms are presented to ensure clarity and understanding. These definitions express the administering agency's intent and meaning for the terms identified.

### **ABC Quality Rating & Improvement System (ABC Quality):**

A Quality Rating & Improvement System, the South Carolina statewide child care assistance program along with SC Voucher funded by Child Care and Development Fund (CCDF), Social Services Block Grant (SSBG) and state match. ABC Quality is the first point of contact for providers (except for Family, Friend & Neighbor) wishing to participate and serve children through SC Voucher. There are two offices of ABC Quality.

### **Absenteeism:**

When the child is **not** present (absent all day) at the provider's facility during the service unit (week) either due to illness, vacation, or court ordered non-custodial visitation or for other known or unknown reasons.

### **Activity Fees**

Activity fees are considered other fees charged by the provider to parents such as transportation fees, or special activity fees, etc. These fees are the responsibility of the parent.

### **Authorized Service Period:**

The specific time frame that child care services are authorized for a client and a specific provider.

### **Billing Rate:**

The provider's weekly service rate minus any applicable client fee, and any discount for a second child.

### **Care Type:**

The age groups 0-2 years, 3-5 years, 6-12, and 13-18 years in which the provider has enrolled with ABC Quality. Providers cannot offer services to ABC clients or receive payment for service in a care type in which they have not been enrolled.

**Center-based Care:**

Facility licensed by DSS to serve 13 or more children.

**Child:**

The recipient of child care services.

**Child Name:**

The first name of the child.

**Child Number:**

This is the client's Social Security number plus the two digit code 01, 02, etc. assigned to the child. It identifies the child for the purpose of payment and system activities. **Providers should never change the assigned child number.**

**Client:**

An individual who has met the eligibility criteria and is funded for child care.

**Client Fee:**

That portion of the provider's weekly service rate (cost) which is based on the client's family size and income, and paid by the client directly to the provider. The fee amount is established by SCDSS on the basis of family size and gross family income. The client fee portion of the child care cost is paid by the client directly to the provider.

**Client Number:**

The client's Social Security number. This number identifies all client activity in the system.

**Client Termination of Eligibility:**

Action taken when the client is no longer eligible for services. Once notified that the client's eligibility is terminated, the provider is not eligible for payment for services.

**Connected:**

A start and stop date for a client receiving services (linked to a specific provider) within SC Voucher.

**Denial:**

When an applicant is denied child care assistance due to inability to meet eligibility criteria or failure to comply with application requirements.

**Eligibility Period:**

The amount of time authorized for the individual child to receive child care services.

**End Date:**

The last date of service authorization.

**Facility Cost:**

The cost a provider charges all parents for a week of child care. Note: Parents are responsible for the difference between the facility cost and the amount paid by SC

Voucher, plus any applicable client fee.

**Family Child Care Home:**

Home registered or licensed by DSS to serve no more than 6 children.

**Family Independence Act of 1995:**

An Act passed by the South Carolina General Assembly to require the DSS to emphasize employment and training with only a minor welfare component. The Act specifies action required by DSS to implement “Welfare Reform”. It also specifies requirements for applicants and recipients in order to receive financial assistance.

**Family Independence: (FI)**

Child care assistance provided to current FI stipend clients to encourage participation in approved employment, education, or training activities. These requirements are met through the Family Independence Program in South Carolina in an effort to emphasize parental responsibility and self-sufficiency.

**Family Independence Stipend:**

A monthly payment made to a family who meets the required eligibility standards; previously referred to as Welfare or AFDC.

**Foster Care:**

Children who are in the custody of DSS and placed out of their home by and/or under the supervision of DSS.

**Full-Time Care:**

Thirty or more hours of child care service provided during one week.

**Funded:**

Any child for whom dollars have been allocated in their name.

**Group Child Care Home:**

Home licensed by DSS to serve no more than 12 children.

**Half-Time Care:**

Less than thirty (30) hours, but more than fifteen (15) hours of child care service provided during one week.

**Less Than half-time Care:**

Less than 15 hours of child care service provided during a week. No registration fee is allowed for this care type. This care type only applies to Welfare Reform participants receiving subsidized child care.

**Level A:**

Programs meeting advanced elements of quality as defined through Standards and Indicators.

**Level B:**

Programs meeting intermediate elements of quality as defined through Standards and Indicators.

**Level C:**

Programs meeting basic elements of quality as defined through Standards and Indicators.

**Less than Half-Time Care:**

Less than fifteen (15) hours of child care service provided during a week. No registration fee is allowed for this care-type. This care-type applies only to Welfare Reform participants receiving subsidized child care and must be used in conjunction with full and half-time care.

**License-Exempt Provider:**

A provider who by definition does not meet the requirements to be a licensed facility. License-Exempt Providers must operate less than 4 hours per day during the school year, and during the summer may only operate in less than 3-week increments of time with a break in-between. License-exempt providers may only serve children ages 6 and up.

**Maximum Rate:**

Maximum weekly rates established by SCDSS on the basis of a market rate survey of urban and rural counties, type of facility, and care types.

**Payable Adjustment:**

The process of paying the provider for additional monies due them.

**Provider Identification Number:**

The Federal Employer Identification Number [FEIN] or Social Security number of the provider. This number identifies the provider for purposes of payment, tracking and reporting.

**Receivable Adjustment:**

The process of recouping monies that were paid to the provider that were not due them.

**Registration Fee:**

A fee providers charge to clients participating in a child care program. Registration fees are set amounts established by the provider to cover costs not included in the weekly rate. Providers may not charge ABC clients a fee that exceeds what is charged to private-paying clients in the child care program. A Provider is not eligible for a registration fee for clients receiving less than half-time care. SC Voucher will pay the registration fee to providers up to an established program maximum. **The provider may require the client to pay the fee if the client has used up their ABC allocation for registration fees.**

**Remittance Advice:**

A document included with the provider's check. There are three different types:

- 1) Paid Remittance Advice: indicates what clients and weeks were paid;

- 2) Rejected Remittance Advice: indicates which clients and weeks were not paid and the reason;
- 3) Adjusted Remittance Advice: indicates if funds were deducted from the provider's check, the amount, and the reason.

**SC Voucher (Control Center):**

The authorized child care voucher system management center that is available to provide assistance to clients and providers, and to handle child care applications, funding and connecting.

- Providers call: 1-800-262-4416 for notification requirements and/or questions concerning ABC Program procedures.
- Parents call: 1-800-476-0199 for any questions.

**Service Codes:**

Those codes assigned to identify the type of payment being made to the provider, i.e. CS for client services, GR for grant request, and RF for registration fees.

**Service Cost:**

The provider rate as reflected in the SC Voucher.

**Service Unit:**

One week of child care [Monday - Sunday]. A service unit may be for half-time, full-time, or less than half-time child care.

**Service Voucher Log [SVL]:**

A pre-printed payment request form used to process payments to providers for eligible clients.

**South Carolina Department of Social Services [SCDSS]:**

The administering state agency for ABC Quality and SC Voucher and the agency responsible for administering the Welfare Reform, Family Independence Program.

**Start Date:**

The date services are authorized to begin by DSS or SC Voucher.

**Stop Date:**

The last date of service authorization.

**Week:**

Monday through Sunday.