Mission: To promote high-quality school readiness, voluntary pre-kindergarten and after school programs, thus increasing all children’s chances of achieving future educational success and becoming productive members of society. The Coalition seeks to further the physical, social, emotional and intellectual needs of Miami-Dade and Monroe County children with a priority toward the ages before birth through age 5.

ELC Provider Services Committee Meeting
October 17th, 2016, 3:30 p.m.
ELC Board Room

I. Welcome & Introductions Rick Beasley

II. Approval of Minutes Rick Beasley
   A. Motion to approve August 30th, 2016 Minutes.

III. William Lehman Child Care Center Jenifer Hernandez

IV. Lincoln Marti Cynthia Caceres

V. Sweet Angels #1, 2 & 3 Ana Rodriguez/Cynthia Caceres

VI. Small Wonders Ana Rodriguez/Cynthia Caceres

VII. New Angels Academy Yesenia Reyes

VIII. Esperanza Ospina Large Family Child Care Angela Gil

IX. Public Comments Rick Beasley

X. Adjourn Rick Beasley
Provider Services Committee Meeting
August 30th, 2016; 2:30 PM
ELC Board Room

Committee Attendees: Shaleen Fagundo; Abilio Rodriguez; Mara Zapata, Rick Beasley

Staff Attendees: Angelo Parrino; Lisa Sanabria; Lisney Badillo; Natalie Cabrera; Jenifer Hernandez; Jackye Russell; Natalie Cabrera; Cindy Lozada

General Attendees: Santiago Echemendia

I. Welcome and Introductions 

II. Approval of Minutes 

- Motion to approve by M. Zapata.
- Motion seconded by A. Rodriguez.
- Motion was unanimously passed.

III. Arias Family Child Care Home 

- C. Lozada stated that the Arias Family Child Care Home had a class 1 violation due to non-compliance with a background screening.
- R. Beasley asked if this child care center had any previous warnings or violations. C. Lozada informed the committee that they did not

- The Hearing Committee’s recommended that the providers be placed on a corrective action plan.

- Motion to approve by M. Zapata.
- Motion seconded by A. Rodriguez.
- Motion was unanimously passed.

IV. Laurenceau Family Day Care Home 

- Y. Reyes stated that Laurenceau Family Day Care Home had a class 1 violation due to fraudulent information.
The director of the child care gave her testimony to the committee and they found that there was no intent to commit the fraud.

The Hearing Committee’s recommended that the providers be placed on a corrective action plan.

- Motion to approve by S. Fagundo.
- Motion seconded by A. Rodriguez.
- Motion was unanimously passed.

V. William Lehman Child Care Center

- J. Hernandez stated William Lehman Child Care Center had a class 1 violation due to a child not adequately supervised and leaving premises without knowledge or awareness of staff.

- R. Beasley stated that due to the severity of the violation the committee is requiring more information and or proof that steps have been made to remedy the situation before a decision can be reached.

- The Hearing Committee’s recommended continue the item until the next meeting.

  - Motion to approve by A. Rodriguez.
  - Motion seconded by S. Fagundo.
  - Motion was unanimously passed.

VI. Public Comments

VII. Meeting Adjourned
Early Learning Coalition Review Hearing Committee Meeting

August 30, 2016
William Lehman Child Day Care Center – C11MD0914
7605 West 10th Avenue Hialeah FL 33014

Action Requested: Based upon the foregoing DCF licensing violation, the recommendation is to terminate the VPK and School Readiness Contracts and revoke eligibility to deliver SR and VPK program services for a period of five (5) years.

Background

William Lehman Child Day Care Center

- Has been contracted since 2012 - 2013 SR & VPK
- Center’s Capacity: 136
- 2016-2017 School Readiness Contract Active
  - 16 children currently enrolled
- Pending certification of VPK
  - 2015-2016 VPK 31 children enrolled
- For the 2015-2016 FY has approximately received $136,413.12

DCF Violation

The following DCF licensing violations posed a threat to the health, safety or welfare of the children.

1 Class 1 Violation:

- 10/15/2015 – Supervision rule 65C-22.001(5), 65C-22.00(6), 65C-22.002(4) & 65C-22.007(2), F.C.A (Class1Violation)
  - A child was not adequately supervised and left the facility premises without the knowledge or awareness of staff.
July 8, 2016

William Lehman Child Day Care Center C11MD0914
Yadis Cabrera
7605 West 10th Avenue
Hialeah FL 33014

Subject: Notice of Intent of Termination
Statewide School Readiness Provider Contract (FY 2016-2017)
Statewide Voluntary Prekindergarten Provider Contract (FY 2016-2017)

Dear Provider,

This is a Notice of Intent for Termination for your SR Contract and not to renew your VPK Contract.

Pursuant to s. 402.305(5), (6), and (7), F.S., Provider agreed to provide a healthy and safe environment for children in care as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are specifically addressed in each provider type attachment.

Your facility received the below DCF licensing violations that posed a threat to the health, safety or welfare of the children in your care. The DCF Violation totals are: 1 Class 1, which threatens the health, safety or welfare of children in your care.

1. 10/15/2015: Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) & & 65C-22.007 (2), F.A.C. (1 Class 1 Violation)

- 05-07 A child was not adequately supervised and left the facility premises without the knowledge or awareness of staff.

Based upon the foregoing DCF licensing violations, the Coalition has decided to terminate your SR contract effective 8/22/2016 and not to renew your VPK Contract. You are also notified of Coalition’s intent to revoke your eligibility to deliver SR and VPK program services for a period of five (5) years.

Section 57 (a) of SR contract, and Section 52 (a) and (b) of VPK Contract - Termination for Cause. Basis of Termination for Cause. “PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children...”
Section 59 of SR Contract, and Section 54 of VPK Contract - Revocation of Eligibility. In accordance with s. 1002.88(2), F.S. and s. 1002.67(4)(b), F.S., if PROVIDER’s Contract is terminated under paragraph 56., 57., or 58., and 52 or 53, COALITION may revoke PROVIDER’s eligibility to deliver the school readiness and/or VPK program for a period of five (5) years.

Please be aware that this decision is preliminary and you have an opportunity to request a review hearing of the Coalition’s determination as described in the SR Contract at Section 64 and Exhibit 5 and VPK Contract at Section 58 and Exhibit 2: Due Process Procedures.

You must respond in writing requesting a review hearing within five (5) business days with copies of documentation supporting your claim and copy of this letter. The deadline for the Coalition to receive your response is 07/18/2016. The Request for a hearing must be submitted in written form: electronic to RequestReview@elcmdm.org or by mail to the Early Learning Coalition.

If you have any questions related to the SR and/or VPK Contract, please contact your Provider Relationship Manager, Jenifer Hernandez at jherandez2@elcmdm.org or at 305-646-7220 ext. 2271.

Sincerely,


Angelo Parrino
Senior VP & Chief Administrative Officer

CC: Jose Hernandez, Director of Provider Payments
    Mercy Castigione, Controller
    Jackye Russell, Chief of Program Policy & Community Relations
    Lisa Badillo, Director of Contracts and Procurement
    Ana Rodriguez, Fiscal Review manager
    Sandra P. Gonzalez, Senior Vice President of School Readiness and VPK
    Michelle Melan, Director of Quality Assurance
Certificate of License
Child Care Facility

This license may be revoked or suspended for cause.

September 30, 2015 through September 29, 2016

This certificate is effective

License to operate this child care facility.

Department and authorized in Sections 402.301-402.319, Florida Statutes, approved the annual
with Chapter 65C-22, Florida Administrative Code, Child Care Facility Standards, adopted by the
The Department of Children and Families being satisfied that this child care facility has compiled

Owner: Hialeah Housing Authority

City: Hialeah

Address: 7605 West 10th Avenue

County: Miami-Dade

Certificate Number: C11MD0914

Name of Facility: William Lehman Child Day Care Center

Hours of Operation:
Mon. 7:00am - 6:00pm
Tues. 7:00am - 6:00pm
Wed. 7:00am - 6:00pm
Thurs. 7:00am - 6:00pm
Fri. 7:00am - 6:00pm
Sat. 7:00am - 6:00pm
Sun. 7:00am - 6:00pm

Maximum licensed capacity: 136
HIALEAH HOUSING AUTHORITY
IMPREST FUND
75 EAST 6TH STREET
HIALEAH FL 33010-4492
305-942-9744

SABADELL UNITED BANK
HIALEAH
1751 WEST 6th STREET
HIALEAH, FL 33012-2396
53-9840570

CHECK NO.
038674

DATE
2/1/2016

AMOUNT
$100.00

Purpose: Child Care

PAY: One Hundred dollars and 00/100***

TO:
FLORIDA DEPARTMENT OF
THE
CHILDREN & FAMILY
ORDER OF
401 N.W. 2nd AVE. N-225
MIAMI, FL 33125

Security Features Included. Details on back.

Valid after 90 days

Seq: 56
Batch: 182753
Date: 02/05/16

FOR DEPOSIT ONLY
**Name:** William Lehman Child Day Care Center  **ID Number:** C11MD0914  
**Address:** 7605 W 10 Avenue  **City:** Hialeah  **State:** FL  **Zip Code:** 33014-4002  
**Phone Number:** (305) 556-8223  **Capacity:** 134  
**Owner/Director/Staff Responsible:** Yadis Cabrerra

**Inspection Information**  
**Type:** Complaint  **Date:** 10/15/2015  **Arrival/Departure Time:** 10:11 AM to 12:05 PM  
**Staff Present:** 18  **Children Present:** 98

---

### GENERAL REQUIREMENTS

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<td>01</td>
<td>License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S.</td>
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<td>02</td>
<td>Licensed Capacity ss. 402.305(6), rule 65C-22.002(3), F.A.C.</td>
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<td>Minimum Age Requirements ss. 402.305(2), F.S. &amp; rule 65C-22.001(3), F.A.C.</td>
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<td>Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) &amp; 65C-22.007(2), F.A.C.</td>
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**Non-Compliance Description**

05-07 A child was not adequately supervised and left the facility premises without the knowledge or awareness of staff.

**Comments**

Director was advised that no children shall be left alone or unsupervised at any time of the day.

**Due Date** Completed at time of inspection  
**Violation Level** Class 1  

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37. Sanitary Diapering rule 65C-22.002(10), F.A.C.  
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38. Diaper Disposal rule 65C-22.002(10), F.A.C.  
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39. Indoor Equipment rule 65C-22.002(11), F.A.C.  
Not Monitored

40. Outdoor Equipment rule 65C-22.002(11), F.A.C.  
Not Monitored

TRAINING

41. Training Requirements ss. 402.305(2) - (3), F.S. && rule 65C-22.003(2) - (3), F.A.C.  
Not Monitored

42. 10-Hour In-Service rule 65C-22.003(6), F.A.C.  
Not Monitored

43. Credentialed Staff ss.402.305(3), F.S. && rule 65C-22.003(7)-(8), F.A.C.  
Not Monitored

HEALTH REQUIREMENTS

44. Communicable Disease Control rule 65C-22.004(1), F.A.C.  
Not Monitored

45. First Aid Requirements rule 65C-22.004(2), F.A.C.  
Not Monitored

46. CPR Requirements rule 65C-22.004(2), F.A.C.  
Not Monitored

47. Emergency Telephone Numbers rule 65C-22.004(2), F.A.C.  
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48. Accident/ Incident Notification and Documentation rule 65C-22.004(2), F.A.C.  
Noncompliance
## ATTENDANCE VPK

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### PROCESS ATTENDANCE SHEET

Close

### OPEN ATTENDANCE SHEET

Close

Lastname, Name: Alvarez, Ivan A  DOB: 7/29/2011  Redetermination Date: 6/30/2016  Fees: 0.00  Attendance: X X X X X X X X X X X X X X X X X X X X X N

Click here to change selected month.

https://providers.elcmdm.org/Attendance/Home/Site/e51e00bfa6/vpk/Date/2015-10-01  9/2/2016
## Attendance

### Attendance VPK

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### 2015 Nov - VPK

- **Click here to change selected month**

#### PROCESS ATTENDANCE SHEET

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| Alvarez, Ivan A      | 7/28/2011 | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Chamizo, Jeffrey     | 8/2/2011  | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Chamizo, Jeffrey     | 8/2/2011  | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Felto, Madien        | 5/3/2011  | 6/30/2016            | VPK     | $0.00 | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T |
| Jover, Alanyas       | 8/11/2011 | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Luis, Angel          | 7/16/2011 | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Zoa, Christian       | 7/25/2011 | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Alvarez, Ethan F     | 9/2/2010  | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Alzate, Gianna V     | 4/22/2011 | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Anon, Clara A        | 10/18/2010| 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Arce, Lissandra C    | 9/15/2010 | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Giebert-Estarel, Kelvin | 9/24/2010 | 6/30/2016          | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Gombos, Ivan         | 11/19/2010| 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Gomez, Alexandra    | 11/18/2010| 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Gonzalez, Annette    | 10/1/2010 | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Gonzalez-Lopez, Amanda C | 12/23/2010 | 6/30/2016    | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Guerra, Anthony J    | 11/22/2010| 6/30/2016            | VPK     | $0.00 | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T | T |
| Hernandez, Christopher | 10/29/2010 | 6/30/2016  | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Hidalgo, Abigail D   | 6/26/2011 | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Martinez, Alyseia E  | 11/24/2010| 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Montero, Kassandra   | 10/7/2010 | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Moreau, Riley J      | 5/4/2011  | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Novo, Melanie M      | 11/12/2010| 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Ortega, Jade M       | 12/29/2010| 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Quintero, Axel D     | 5/16/2011 | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Ramos, Aedan         | 9/8/2010  | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Serrano, Nicolas     | 10/1/2010 | 6/30/2016            | VPK     | $0.00 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |

- **Process Attendance Sheet Open Attendance Sheet**

**Manage Site:** William Lehman Child Day Care Center

[Log Out]
Early Learning Coalition Review for Executive Leadership Team

January 29, 2016

William Lehman Child Day Care Center – C11MD0914

Action Requested: Consider all factors given in the background below and to determine whether termination or corrective action is necessary for this provider.

Background

William Lehman Child Day Care Center

- Center’s Capacity: 45
- Provider has been contracted with the ELC since 2012-2013
- Active SR & VPK
- Children enrolled for SR: 21
- Children Enrolled for VPK: 31
- For the 2014-2015 FY, provider received approximately $47,079.50

Issues

- Center received I Class 1
  - Supervision Rule

Administrative Decision:

Senior VP and Chief Administrative Officer: Angelo Parrino

Approval Granted:  □ Yes  □ No

Signature & Date: 1/3/16

Comments: Termination
### Child Attendance and Parental Choice Certificate

**LONG FORM**

<table>
<thead>
<tr>
<th>1. Child’s first name</th>
<th>Middle name</th>
<th>Last name</th>
<th>Jr./Sr./III</th>
<th>2. Child’s date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christian Zea</td>
<td></td>
<td></td>
<td></td>
<td>07/25/2011</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Name of private provider or public school</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Lehman Child Day Care</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. VPK class</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
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</table>

<table>
<thead>
<tr>
<th>5. Attendance month</th>
<th>6. Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>October</td>
<td>2015</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Child’s attendance is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[x] Entered below</td>
</tr>
<tr>
<td>[ ] See attached document</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUN</th>
<th>MON</th>
<th>TUE</th>
<th>WED</th>
<th>THU</th>
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<th>FRI</th>
<th>SAT</th>
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<tbody>
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<td>18</td>
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<td></td>
</tr>
</tbody>
</table>

**PARENTAL CERTIFICATION**

I swear (or affirm) that my child (whose name appears above in item 1) attended the Voluntary Prekindergarten Education Program on the days entered above, or included in the documentation attached to this form, and certify that I continue to choose the private provider or public school (whose name appears above in item 3) to deliver the program for my child and direct that program funds be paid to the provider or school for my child.

<table>
<thead>
<tr>
<th>8. First name of parent or guardian</th>
<th>Middle name</th>
<th>Last name</th>
<th>Jr./Sr./III</th>
</tr>
</thead>
<tbody>
<tr>
<td>WALTER</td>
<td>ZEA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Signature of parent or guardian</th>
<th>10. Date signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>WALTER ZEA</td>
<td>10/29/15</td>
</tr>
</tbody>
</table>

**NOTICE TO PRIVATE PROVIDER OR PUBLIC SCHOOL:** A private provider or public school must keep this original signed form for at least 2 years. A private provider must permit the early learning coalition, and a public school must permit the school district, to inspect this original signed form during normal business hours. If required by the early learning coalition, a signed copy of this certificate must be forwarded to the coalition or a qualified contractor acting on behalf of the coalition.

**Form**

DOL-VPK 03L
(02/14/2007)
# Child Attendance and Parental Choice Certificate

## (LONG FORM)

<table>
<thead>
<tr>
<th>1. Child's first name</th>
<th>Middle name</th>
<th>Last name</th>
<th>Jr./III</th>
<th>2. Child's date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHRISTIAN ZEA</td>
<td></td>
<td></td>
<td></td>
<td>07/25/2011</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Name of private provider or public school</th>
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</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. VPK class</th>
<th>5. Attendance month</th>
<th>6. Year</th>
<th>7. Child's attendance is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>November</td>
<td>2015</td>
<td>☑ Entered below</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUN</th>
<th>MON</th>
<th>TUE</th>
<th>WED</th>
<th>THU</th>
<th>FRI</th>
<th>SAT</th>
</tr>
</thead>
<tbody>
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<td>1</td>
<td>2</td>
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<td>☑</td>
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<td>29</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☑ = Days attended

### PARENTAL CERTIFICATION

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<th>Last name</th>
<th>Jr./Sr./III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dana</td>
<td>Sarie</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Signature of parent or guardian</th>
</tr>
</thead>
<tbody>
<tr>
<td>G</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. Date signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/18/2015</td>
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</tbody>
</table>

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Form
OEL-VPK 03L
(02/14/2007)
HIALEAH HOUSING AUTHORITY

WILLIAM LEHMAN CHILD DAY CARE CENTER
7605 W 10th AVE., HIALEAH, FL 33014
PH: 305-556-8223 – FAX: 305-828-1826
TTY: 1.800.877.8339 • SPANISH: 1.800.845.6136

MAIDA GUTIERREZ, CHAIRPERSON
MARIO DIAZ, VICE-CHAIRMAN
LUCIA C. RODRIGUEZ, COMMISSIONER
MOSES ALUCIO, COMMISSIONER
BARBARA HERNANDEZ, COMMISSIONER

JULIO PONCE
EXECUTIVE DIRECTOR

PURPOSE
This guide provides basic preparedness and planning information to enhance the safety of children and staff.

Missing or Abducted Child

The following information is a general response to a missing or abducted child.
• If a child is not accounted for at any time, the staff member responsible for the child should search the premises for him/her. Each area that a child could potentially hide should be searched, as well as the outdoor areas of the facility.
• If the child is not located after all potential hiding spots and immediate outdoor areas have been searched, the facility director should be notified that the child is missing.
• A staff member should also double-check to confirm the child such was not picked up by a parent or guardian.
• Begin lockdown procedures, monitoring all exits and letting no one in or out of the facility.
• The staff member responsible for the child will call 9-1-1, since he/she will have the best knowledge of what the child was wearing that day, along with other distinctive features. The following information should be written down.
  ◆ Child’s name, age, height, weight, date of birth, and hair color.
  ◆ Child’s clothing that he/she was wearing that day, along with any other identifying features.
  ◆ The time at which the child was noticed missing.
  ◆ If child abduction is suspected, were there any suspicious vehicles or persons located around the child care facility? If so, what was the appearance of the person or vehicle?
  ◆ The facility director will notify the parents/guardians of the child that the child is missing from the facility.
  ◆ While law enforcement is en route to the facility, staff of the child care facility will continue to search the facility for the missing child. The staff should look in every cabinet, closet, cubby, and location where a child may hide.
  ◆ The facility director will stay on the facility premises at all times to be the contact person for law enforcement as well as the missing child’s parent/guardian.

SOMOS UN PROVEEDOR DE OPORTUNIDADES EQUITATIVAS DE VIVIENDA. NO DISCRIMINAMOS Sobre LA BASE DE RAZA, COLOR, NACIONALIDAD, RELIGIÓN, SEXO, ESTADO CIVIL O INCAPACIDAD. ESTE DOCUMENTO ESTÁ DISponible EN UN FORMATO ALTERNATIVO, ACCESIBLE A PEDIDO. NOSOTROS PROPORCIONAMOS AYUDAS AUXILIARES APROPIADAS CUANDO SEA NECESARIO A LAS PERSONAS CON DISCAPACIDADES, AFIN DE TENER LA MISMA OPORTUNIDAD DE PARTICIPAR Y DISFRUTAR DE LOS SERVICIOS Y PROGRAMAS OFERTADOS POR HHA.
Lockdown

A hazard may create conditions to make it necessary to lockdown the facility to protect staff and children. If the safety and health of children and staff are in danger, then a message should be communicated to alert the staff of the potential danger. The alert should be simple statements such as “lockdown” or “intruder” instead of code words. The use of code words or phrases is not recommended as this can be confusing to parents, visitors, or new staff members. The announcement should be calm and clear. Much like shelter-in-place listed below, the primary goal is to stay in place until proper authorities initiate the “all-clear”. Staff should swiftly check halls and get any children, visitors, staff members or other individuals into the child care rooms. Staff should quickly lock the doors, close the blinds, and if time allows, cover the interior windows and room door. Children who use wheelchairs should remain in their wheelchairs. At the time of lockdown, an effort should be made to help the child into the wheelchair if the child is out of the wheelchair, unless this jeopardizes the child’s safety. It is important to maintain a calm atmosphere in the room, keeping alert to any emotional needs of the children.
RECONOCIMIENTO Y COMPRENSIÓN DE LAS DISPOSICIONES RELATIVAS A LA SUPERVISIÓN DE LOS NIÑOS Y LOS REQUISITOS QUE RIGEN EL FUNCIONAMIENTO DE LAS INSTALACIONES Y HOGARES DE CUIDADO INFANTIL EN EL ESTADO DE FLORIDA

Los niños nunca deben ser dejados solos en ningún caso y deberán ser adecuadamente supervisados en todo momento. Como cuidador, es mi obligación de asegurarme que estoy en todo momento en la vista y el sonido/audición de los niños bajo mi cuidado. El incumplimiento de este requisito constituye negligencia en mi supervisión y cuida a ese niño que está confiado a mi cuidado.

Como empleado de William Lehman he demostrado una dedicación sincera de ser un proveedor de cuidado infantil. He sido aconsejado(a) que debo preparar continuamente de mejorar mis conocimientos y habilidades, garantizando el cumplimiento de todas las normas y reglamentos aplicables, que incluyen, pero no se limitan a los Estatutos de la Florida Secciones 402.26 - 402.319 y los Códigos Administrativos de la Florida, Capítulos 65C-20, 65C-22 y 65C-25.

Yo, Luz Villard, certifico que se me ha explicado y entiendo mis obligaciones como proveedor de cuidado infantil.

Además, entiendo que esta declaración se convertirá en una parte permanente de mi archivo de empleo.

Nombre del empleado (en letra de imprenta)
Luz Villard

Fecha
01/29/2016

Fecha
01/29/2016

We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status or disability. This document is available in an alternate, accessible format upon request. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity offered by the Hialeah Housing Authority should contact the Section 8 MD Coordinator.
ACKNOWLEDGEMENT AND UNDERSTANDING OF PROVISIONS RELATED TO THE SUPERVISION OF CHILDREN AND REQUIREMENTS THAT GOVERN THE OPERATION OF CHILD CARE FACILITIES AND HOMES WITHIN THE STATE OF FLORIDA

Children shall never be left unattended under any circumstances and shall be adequately supervised at all times. As a caregiver it is my obligation to ensure that I am within sight and sound/earshot of children in my care. Failure to comply with this requirement constitutes negligence in my supervision and care for that child that is entrusted to my care.

As a William Lehman employee I have demonstrated a sincere dedication to being a child caregiver. I have advised that I must continually prepare and enhance my knowledge and abilities by ensuring compliance with all applicable rules and regulations which include, but are not limited to Florida Statutes Sections 402.26 - 402.319 and the Florida Administrative Codes, Chapters 65C-20, 65C-22 and 65C-23.

I, Yosselin Oliva certify that I have been explained and understand my obligations as a child care provider.

I further understand that this statement will become a permanent part of my employee file.

Yosselin Oliva  
Employee Name (please print)  

Date  

Employee Signature  

Date  

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RECONOCIMIENTO Y COMPRENSIÓN DE LAS DISPOSICIONES RELATIVAS A LA
SUPERVISIÓN DE LOS NIÑOS Y LOS REQUISITOS QUE RIGEN EL
FUNCIONAMIENTO DE LAS INSTALACIONES Y HOGARES DE CUIDADO
INFANTIL EN EL ESTADO DE FLORIDA

Los niños nunca deben ser dejados solos en ningún caso y deberán ser adecuadamente supervisados en
todo momento. Como cuidador, es mi obligación de asegurarme que estoy en todo momento en la
vista y el sonido/audición de los niños bajo mi cuidado. El incumplimiento de este requisito constituye
negligencia en mi supervisión y cuida a ese niño que está confiado a mi cuidado.

Como empleado de William Lehman he demostrado una dedicación sincera de ser un proveedor de
 cuidado infantil. He sido aconsejado(a) que debo preparar continuamente de mejorar mis
conocimientos y habilidades, garantizando el cumplimiento de todas las normas y reglamentos
aplicables, que incluyen, pero no se limitan a los Estatutos de la Florida Secciones 402.26 - 402.319 y
los Códigos Administrativos de la Florida, Capítulos 65C-20, 65C-22 y 65C-25.

Yo, [Nombre del empleado], certifico que se me ha explicado y entiendo mis obligaciones como
proveedor de cuidado infantil.

Además, entiendo que esta declaración se convertirá en una parte permanente de mi archivo de
empleo.

[Nombre del empleado]
Nombre del empleado (en letra de imprenta)

[Fecha]
Fecha

Firma del empleado

[Fecha]
Fecha

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los Códigos Administrativos de la Florida, Capítulos 65C-20, 65C-22 y 65C-25.

Yo, _______ certifico que se me ha explicado y entiendo mis obligaciones como
proveedor de cuidado infantil.

Además, entiendo que esta declaración se convertirá en una parte permanente de mi archivo de
empleo.

Nombre del empleado (en letra de imprenta)   01/29/16
Fecha

Firma del empleado

01/29/16
Fecha
RECONOCIMIENTO Y COMPRENSIÓN DE LAS DISPOSICIONES RELATIVAS A LA
SUPERVISIÓN DE LOS NIÑOS Y LOS REQUISITOS QUE RIGEN EL
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los Códigos Administrativos de la Florida, Capítulos 65C-20, 65C-22 y 65C-25.

Yo, **William Lagos** certifico que se me ha expandido y entiendo mis obligaciones como
proveedor de cuidado infantil.

Además, entiendo que esta declaración se convertirá en una parte permanente de mi archivo de
empie

---

**Nombre del empleado (en letra de imprenta)**

**Fecha**

**Firma del empleado**

---

**Fecha**

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RECONOCIMIENTO Y COMPRENSIÓN DE LAS DISPOSICIONES RELATIVAS A LA SUPERVISIÓN DE LOS NIÑOS Y LOS REQUISITOS QUE RIGEN EL FUNCIONAMIENTO DE LAS INSTALACIONES Y HOGARES DE CUIDADO INFANTIL EN EL ESTADO DE FLORIDA

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Yo, [nombre del empleado], certifico que se me ha explicado y entiendo mis obligaciones como proveedor de cuidado infantil.

Además, entiendo que esta declaración se convertirá en una parte permanente de mi archivo de empleo.

[Nombre del empleado] [Fecha]

[Fecha]

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Firma del empleado

Fecha
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Yo, [nombre del empleado], certifico que se me ha explicado y entiendo mis obligaciones como proveedor de cuidado infantil.

Además, entiendo que esta declaración se convertirá en una parte permanente de mi archivo de empleo.

[Nombre del empleado (en letra de imprenta)]
[Fecha 1/23/10]

[Firma del empleado]

[Fecha 1/29/10]
RECONOCIMIENTO Y COMPRENSIÓN DE LAS DISPOSICIONES RELATIVAS A LA 
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Yo, [nombre del empleado], certifico que se me ha expandido y entiendo mis obligaciones como proveedor de cuidado infantil.

Además, entiendo que esta declaración se convertirá en una parte permanente de mi archivo de empleo.

[Nombre del empleado] 
Fecha: 01/29/2016

Firma del empleado

Fecha: 01/29/2016

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los Códigos Administrativos de la Florida, Capítulos 65C-20, 65C-22 y 65C-25.

Yo, Indira Feliz, certifico que se me ha explicado y entiendo mis obligaciones como
proveedor de cuidado infantil.

Además, entiendo que esta declaración se convertirá en una parte permanente de mi archivo de
empleo.

nombre del empleado (en letra de imprenta)

Fecha

Firma del empleado

Fecha

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Yo, ___________ E_________ certifico que se me ha explicado y entiendo mis obligaciones como proveedor de cuidado infantil.

Además, entiendo que esta declaración se convertirá en una parte permanente de mi archivo de empleo.

Nombre del empleado (en letra de imprenta) 1-24-16
Fecha

Firma del empleado

1-29-16
Fecha

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Yo, [leida Díaz], certifico que se me ha explicado y entiendo mis obligaciones como proveedor de cuidado infantil.

Además, entiendo que esta declaración se convertirá en una parte permanente de mi archivo de empleo.

[leida Díaz]
Nombre del empleado (en letra de imprenta)

/leida Díaz/
Firma del empleado

/12/4/16
Fecha
RECONOCIMIENTO Y COMPRENSIÓN DE LAS DISPOSICIONES RELATIVAS A LA 
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Yo, [Nombre del Empleado], certifico que se me ha explicado y entiendo mis obligaciones como proveedor de cuidado infantil.

Además, entiendo que esta declaración se convertirá en una parte permanente de mi archivo de empleo.

[Nombre del Empleado]  
[Fecha]

[Firma del empleado]  
[Fecha]
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Nombre del empleado (en letra de impresora)  
Fecha

Firma del empleado

Fecha

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los Códigos Administrativos de la Florida, Capítulos 65C-20, 65C-22 y 65C-25.

Yo, [dactiva cábera], certifico que me ha explicado y entiendo mis obligaciones como
proveedor de cuidado infantil.

Además, entiendo que esta declaración se convertirá en una parte permanente de mi archivo de
empleo.

[Nombre del empleado] [Fecha]

[Firma del empleado] [Fecha]
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Yo, Abad, certifico que se me ha explicado y entiendo mis obligaciones como
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Nombre del empleado (en letra de impresseda) Fecha

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should contact the Section 504 Coordinator.
DATE: January 29, 2016

TO: Marice Chamizo, Assistant Director of Child Day Care

FROM: Jose F. Martinez, Deputy Director

RE: Suspension

This is to inform you that you are hereby suspended without pay effective Monday, February 1, 2016 for a period of two days. You will report to work on Wednesday, February 3, 2016.

This suspension is based on your repeated failure to follow instructions and for not performing your duties as an Assistant Child Day Care Director in a satisfactory manner per Authority’s Personnel Rules and Regulations, Rule XXV, Category I, #2 — “Disregard or violation of safety rules”, # 6 — “failure to follow instructions.

On Friday, October 15, 2015, a child was brought into your office and you stepped out of your office to drink water in the water fountain located in the cafeteria, therefore, leaving the child in your office unattended. While you were drinking water the child left the premises without your knowledge or awareness. It is your responsibility to supervise and always pay close attention to the kids at all times, not paying attention to your kids is completely unacceptable and irresponsible.

These types of incidents present serious problems for the Authority, it is imperative that you give special attention to this matter as it has a direct impact on your performance. I trust you will make the necessary arrangements to correct this delicate situation and avoid this from happening again; otherwise you will be subject to further disciplinary action up to including termination.

You are prohibited from conducting any business on behalf of the Hialeah Housing Authority during your suspension.

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Miami, FL

August 8th, 2016

To whom it might concern,

By means of this letter I Daimy Dominguez, mother of Axel Quintero who is a student at William Lehman Day care Center since he was 2 years old; would like to make it known that I have been very satisfied and happy with the treatment and education that my son has received at the center. Their personnel are very qualified. Staring from the lady in charge of their kitchen, their administration and ending with their excellent and knowledgeable teachers.

The center has an organization and impeccable cleanliness. In general for me, is an excellent school so I feel I can recommend it with confidence. If you have any questions feel free to contact me at 786-227-9404.

Best regards,

Daimy Dominguez
August 9, 2016

Dear William Lehman Center,

I would like to take this opportunity to send out my gratitude to the teachers and staff members of William Lehman Center, who gave their all throughout the school year. I want to thank Ms. Indira, Ms. Mary, Ms. Clarita and Ms. Lucy, for the unseen work they did in preparing my kids this past school year. Their dedication and preparedness in having a lesson plan and curriculum ready for the week and month ahead made their learning much easier. My daughter, Sophie Tineo’s, academic achievements improve tremendously in the care of her teachers. Not only did Sophie learn to read and write a few words, she was able to identify the spelling and pronunciation of the word. She was introduced to many social and emotional development, literacy, mathematics, critical thinking, social studies, arts, and physical health. I feel my daughter has been very well prepared for Kindergarten. My youngest, Anthony Tineo, was able to learn colors, numbers, days of the week in addition to identify the first letter of an object, critical thinking, language and communication.

Again, thank you for teaching and supporting my kids in such important life lessons. Thank you for helping make a difference in my children’s education. Thank you for the unforgettable memories you implanted in my kids. Thank you for empowering my kids to stay strong in difficult times and remind them to châse their dreams.

Sincerely,

Maria J. Alvarez-Tineo

Mother of:

Anthony Tineo
Sophie Tineo
I am so pleased by my daughter's (Ciara Anon) teacher Mrs. Indira. I want to thank you for giving my daughter the skills to start Kindergarten with the confident and proper knowledge. Ciara has learned to read and her math skills have improved so much. Teacher Indira is patient and passionate about what she does. Indira enjoys teaching which has helped engage my daughter in focusing and learning. The treatment overall at William Hehman Daycare has been great.

Thank you.

Sarah Salomon
818-857-1999
August 10, 2016

To whom it may concern:

I'm delighted to write this letter of recognition on behalf of William Lehman Child Care Center. Both of my children have been attending this center for almost 3 years and I only have words of gratitude towards the center's principal Yadis Cabrera and all its wonderful staff. The preschool program at this center really prepares them for school and develops social and motor skills essential in their continuous growth as individuals. The activities and Summer Camp that are provided for the children are great and the supervision and care are excellent.

Special thanks to teacher Indira Feliu who has been exceeding all my expectations every day as she was teaching my daughter Amanda Gonzalez- Lopez in VPK and who has also been a second mom and a friend to my children.

I would highly recommend this daycare with no hesitation.

Sincerely,

Rosa V. Lopez
Mother of Amanda & Amalia Gonzalez-Lopez
August 9, 2016

Marice & Staff:

I am writing to express my extreme satisfaction with my experience as a parent of a child that has attended your school for the last 4 years. As a parent you always want the best for your children and I can honestly say that I will never regret choosing William Lehman Child Day Care. My experience has been nothing less than amazing and I speak for myself and Demi.

During Demi’s time at William Lehman, the curriculum was challenging but fun and provided her the necessary skills for Kindergarten. Although she is now off to 1st Grade, I still send her to your school during teachers work days, winter break, and summer camp, because I am confident that under your care she is always safe.

William Lehman Child Day Care will always hold a special place in my and Demi’s heart and for that, I’d like to thank you personally and all of your staff for the amazing job you do on a daily basis.

Thank you always!!

Grisell
To: Whom it may concern,

I am the parent of a young boy who has been attending William Lehman Daycare for a few years now. My young boy graduated from pre-k, entered the Kindergarten world more than prepared and had to return for the summer because of the amazing service at William Lehman.

I'm very pleased with the love, kindness and quality of care that the children are given at William Lehman. The faculty and class rooms are always clean, tidy and under control. I'm also impressed with all the activities they provide throughout the year. The curriculum for the beginning education is outstanding to say the least. I truly believe my son has had a head start with his education and will not hesitate to start my daughter at William Lehman for her first day care year.

I would recommend William Lehman to any parent looking for a safe, clean and educational day care facility for their child/children. I thank everyone from the front desk to each individual teacher. They are all dedicated to what they do and help our young children achieve so much.

Thanks,

Crysty

[Signature]
To whom it may concern

It has been a pleasure and a positive experience for me as a mother having my child at William Lehman Child Day Care. Since the beginning the staffs has been lovely and very dedicated to educate my son. The activities have helped my son develop incredible knowledge and learn at rates I did not expect. Very pleasure with the quality of meals and safety in the center.

Cordially,

[Signature]

Karina Estrella (mother of Kelvin Gisbert)
Early Learning Coalition Review for Executive Leadership Team

October 13, 2016

Lincoln Marti- C11MD1532
1700 Jefferson Avenue Miami Beach, FL 33139

Action Requested: The Coalition recommends termination of School Readiness and/or VPK contract for 2016-2017 and for a period of five (5) years based upon ELC Board Policy to terminate if a provider receives: Class I licensing violation during any consecutive 12 month period, or if a provider has received three (3) Class II licensing violations of the same Class II standard during any consecutive 12 month period.

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### Background

<table>
<thead>
<tr>
<th>Small Wonders of Miami, Inc.</th>
<th>Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Center’s Capacity: 100</td>
<td><strong>August 22, 2016: Fiscal Review Childcare Facility Monitoring</strong></td>
</tr>
<tr>
<td>• Provider has been contracted with the ELC since 2012-2013</td>
<td>08/29/2016: 1 class I violation: 63. Access/Child Abuse or Neglect/Misrepresentation ss. 402.311, 402.319, F.S &amp;&amp; rule 65C-22.001(9),(11), F.A.C.</td>
</tr>
<tr>
<td>• Both SR and VPK are active</td>
<td>Non-Description: 63-01 The Owner, operator, employee or substitute, while caring for children, committed an act or omission that meets the definition of child abuse or neglect provided in Chapter 39, F.S</td>
</tr>
<tr>
<td>• Children enrolled for SR: 30</td>
<td>-Within the past 24 months the Provider has received the following Class II violations:</td>
</tr>
<tr>
<td>• Children enrolled for VPK: 15</td>
<td>• 08/29/2016 - 1 class II: Supervision rule</td>
</tr>
<tr>
<td>• Since September 2015 Received: $155,305.90</td>
<td>• 08/29/2016 - 1 class II: Child discipline</td>
</tr>
<tr>
<td></td>
<td>• 08/29/2016 - 1 class II: Accident/Incident Notification and Documentation</td>
</tr>
</tbody>
</table>
Name: Lincoln Marti  ID Number: C11MD1532
Address: 1700 Jefferson Ave  City: Miami Beach  State: FL  Zip Code: 33139-2444
Phone Number: (305) 673-9130  Capacity: 100
Owner/Director/Staff Responsible: Yanet Cruz-Perez

Inspection Information
Type: Complaint  Date: 08/29/2016  Arrival/Departure Time: 10:00 AM to 12:31 PM
Staff Present: 6 Children Present: 48

GENERAL REQUIREMENTS

01. License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S.  Not Monitored

02. Licensed Capacity ss. 402.305(6), rule 65C-22.002(3), F.A.C.  Not Monitored

03. Minimum Age Requirements ss. 402.305(2), F.S. & rule 65C-22.001(3), F.A.C.  Not Monitored

  Not Monitored Comments
  Staff/Child: Ages
  1/6: 1 yrs
  1/11: 2 yrs
  1/11: 3 yrs
  1/5: 5+
  1/3: infants
  1/12: 4 yrs

05. Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) & 65C-22.007 (2), F.A.C.  Noncompliance
  Non-Compliance Description
  05-01 Direct supervision of children in the [3 year old] group was inadequate in that [the teacher left the classroom with children unattended for approximately 5 min].
  Comments
  Due Date: Completed at time of inspection  
  Violation Level: Class 2 - Technical Support

06. Driver's License, Physician Certification & First Aid/CPR Training rule 65C-22.001(6)  Not Monitored
  65C-22.006(4), F.A.C.

07. Vehicle Insurance and Inspection ss. 402.305(10), F.S. & rule 65C-22.001(6) F.A.C.  Not Monitored

08. Seat Belts/Child Restraints ss. 402.305(10), F.S. & rule 65C-22.001(6), F.A.C.  Not Monitored
47. Emergency Telephone Numbers rule 65C-22.004(2), F.A.C. Not Monitored

48. Accident/Incident Notification and Documentation rule 65C-22.004(2), F.A.C. Noncompliance

Non-Compliance Description
48-07 The facility failed to provide a copy of the accident or incident form to the individual authorized to pick up the child on the date of occurrence.

Comments

Due Date Completed at time of inspection

Violation Level Class 2 - Technical Support

49. Medication rule 65C-22.004(3), F.A.C. Not Monitored

FOOD AND NUTRITION

50. Meals and Snacks rule 65C-22.005(1), F.A.C. Not Monitored

51. Meal and Snack Menus rule 65C-22.005(1), F.A.C. Not Monitored

52. Food Service rule 65C-22.005(3), F.A.C. Not Monitored

53. Bottles Sanitary and Labeled rule 65C-22.005(2), F.A.C. Not Monitored

54. Catered Food and Food Provided by Parents 65C-22.005(1), F.A.C. Not Monitored

55. Single Service Items rule 65C-22.0011(8), 65C-22.002(10), F.A.C. Not Monitored

RECORD KEEPING

56. Records ss. 402.3054(2), F.S., rule 65C-22.006(3)(c)5., F.A.C. Not Monitored

57. Children's Health/Immunization and Records ss. 402.305(9), F.S. & F.A.C. rule 65C-22.006(2) - (3) Not Monitored


24. Bedding and Linens rule 65C-22.002(10), F.A.C.  Compliance

   Not Monitored Comments
   Children were not napping during the time of inspection

26. Exit Area Clear rule 65C-22.002(5) and (7), F.A.C.  Compliance

27. Crib Requirements rule 65C-22.002(5), F.A.C.  Compliance

28. Toilets and Sinks rule 65C-22.002(6), F.A.C.  Compliance

29. Potty Chairs rule 65C-22.002(6), F.A.C.  Not Applicable
   Not Applicable Comments
   Per director, no potty chairs are provided and none were observed.

30. Bath Facilities and Supervision rule 65C-22.002(6), F.A.C.  Compliance

31. Bathroom Supplies and Equipment rule 65C-22.002(6), F.A.C.  Compliance

32. Operable Phone rule 65C-22.002(7), F.A.C.  Compliance

33. Fire Drills & Emergency Preparedness rule 65C-22.002(7) F.A.C.  Noncompliance
   Non-Compliance Description
   33-06 The facility operator did not have a current fire safety inspection by the local fire authority.
   Comments
   Last fire drill conducted on 5/10/16.
   Due Date 06/10/2016

34. Food Preparation Area 65C-22.002(8), F.A.C.  Compliance

35. Health and Sanitation rule 65C-22.002(10), F.A.C.  Compliance
Early Learning Coalition Review Hearing Committee Meeting
September 27th, 2016
Lincoln Marti - C11MD1532
1700 Jefferson Ave Miami Beach FL, 33139

Action Requested: Based upon the foregoing DCF licensing violation, the recommendation is to terminate the School Readiness and Voluntary Pre-Kindergarten Contracts and revoke eligibility to deliver SR and VPK services for a period of five (5) years.

Background

Lincoln Marti

- Center’s Capacity: 100
- Provider has been contracted with the ELC since 2012-2013.
- Active SR and VPK Contract for 2016-2017
- Children currently enrolled for SR: 30 VPK:15
- Since September 2015 Received: $155,305.90

Issues

rule 65C-22.001(9),(11), F.A.C.

Non- Description: 63-01 The Owner, operator, employee or substitute, while caring for children, committed an act or omission that meets the definition of child abuse or neglect provided in Chapter 39, F.S.
**Early Learning Coalition Review for Executive Leadership Team**

**September 9th, 2016**

**Lincoln Marti - C11MD1532**

1700 Jefferson Ave Miami Beach FL, 33139

**Action Requested:** Consider all factors given in the background below and to determine whether termination or corrective action is necessary for this provider.

---

**Background**

**Lincoln Marti**

- Center's Capacity: 100
- Provider has been contracted with the ELC since 2012-2013.
- Active SR and VPK Contract for 2016-2017
- Children currently enrolled for SR: 30 VPK:15
- Since September 2015 Received: $155,305.90

**Issues**


Non-Description: 63-01 The Owner, operator, employee or substitute, while caring for children, committed an act or omission that meets the definition of child abuse or neglect provided in Chapter 39, F.S

---

**Administrative Decision:**

<table>
<thead>
<tr>
<th>Chief Operational Officer:</th>
<th>Angelo Parrino</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval Granted:</td>
<td>Yes ☑ No ☐</td>
</tr>
</tbody>
</table>

**Signature & Date:**

[Signature]

**Comments:**

[Signature]
Early Learning Coalition Review for Executive Leadership Team

September 9th, 2016

Lincoln Marti - C11MD1532

1700 Jefferson Ave Miami Beach FL, 33139

Action Requested: Consider all factors given in the background below and to determine whether termination or corrective action is necessary for this provider.

Background

Lincoln Marti

- Center’s Capacity: 100
- Provider has been contracted with the ELC since 2012-2013.
- Active SR and VPK Contract for 2016-2017
- Children currently enrolled for SR: 30  VPK:15
- Since September 2015 Received: $155,305.90

Issues


Non- Description: 63-01 The Owner, operator, employee or substitute, while caring for children, committed an act or omission that meets the definition of child abuse or neglect provided in Chapter 39, F.S

Class 2 Violation: Child Discipline ss. 402.305(12), F.S. & rule 65C-22.001(8), F.A.C.

Non-Compliance Description 12-04: The facility’s discipline practices included the use of spanking or other form of physical punishment.

Class 2 Violation: Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) & 65C-22.007 (2), F.A.C.

Non-Compliance Description 05-01: Direct supervision of children in the 3 year old group was inadequate in that the teacher left the classroom with children unattended for approximately 5 min.

Class 2 Violation: Accident/ Incident Notification and Documentation rule 65C-22.004(2), F.A.C.

Non-Compliance Description 48-07: The facility failed to provide a copy of the accident or incident form to the individual authorized to pick up the child on the date of occurrence.

Administrative Decision:

Chief Operational Officer: Angelo Parrino

Signature & Date:  

Comments:  

Approval Granted:  □ Yes  □ No
Child Care Facility Certificate of License

Name of Facility: Lincoln Marti
Certificate Number: C11MD1532
County: Miami-Dade
Address: 1700 Jefferson Avenue
City: Miami Beach
Zip: 33139-2444
Owner: Lincoln Marti Community Agency, Inc

The Department of Children and Families being satisfied that this child care facility has complied with Chapter 65C-22, Florida Administrative Code, Child Care Facility Standards, adopted by the Department and authorized in sections 402.301-402.319, Florida Statutes, approves a Provisional license to operate this child care facility.

This certificate is effective
June 7, 2016 Through December 4, 2016
This license may be revoked or suspended for cause.

Maximum Licensed Capacity: 100

Hours of Operation:

<table>
<thead>
<tr>
<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
<th>Sat</th>
<th>Sun</th>
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</tbody>
</table>

[Signature]
Region Administrator or Designee
Child Care Facility
Certificate of License

Name of Facility: Lincoln Martin
Certificate Number: S11MD1532
Address: 1700 Jefferson Avenue
City: Miami Beach
Owner: Lincoln Martin Community Agency, Inc.
County: Miami-Dade
Zip: 33139

The Department of Children and Families being satisfied that this child care facility has complied with Chapter 65C-22, Florida Administrative Code; Child Care Facility Standards, adopted by the Department and authorized in sections 402.301-402.315, Florida Statutes, approves an Annual license to operate this child care facility.

This certificate is effective
June 7, 2015, through June 6, 2016.

This license may be revoked or suspended for cause.

Maximum Licensed Capacity

<table>
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<tr>
<th>Hours of Operation</th>
<th>Sat</th>
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<td>05:00 pm - 09:00 pm</td>
<td>05:00 pm - 09:00 pm</td>
</tr>
</tbody>
</table>

Joe Noriega
Regional Administrator or Designee
Child Care Facility Certificate of License

Name of Facility: Lincoln-Marti
Certificate Number: C11MD1532
Address: 1700 Jefferson Avenue
City: Miami Beach
County: Miami-Dade
Zip: 33139
Owner: Lincoln-Marti Community Agency, Inc.

The Department of Children and Families being satisfied that this child care facility has complied with Chapter 65C-22, Florida Administrative Code, Child Care Facility Standards, adopted by the Department and authorized in sections 402.301-402.319, Florida Statutes, approves an Annual license to operate this child care facility.

This certificate is effective
June 7, 2014 Through June 6, 2015

This license may be revoked or suspended for cause.

Maximum Licensed Capacity: 100

Hours of Operation:

<table>
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<tr>
<th>Mon</th>
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<th>Thu</th>
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</table>

Region Administrator or Designee

52
Detail by FEI/EIN Number

Florida, Not For Profit Corporation
LINCOLN-MARTI COMMUNITY AGENCY, INC.

Filing Information

Document Number: N41366
FEI/EIN Number: 05-0267626
Date Filed: 12/10/1990
State: FL
Status: ACTIVE
Last Event: AMENDMENT
Event Date Filed: 10/23/2008
Event Effective Date: NONE

Principal Address
2700 SW 8TH ST
MIAMI, FL 33135

Changed: 09/09/2008

Mailing Address
2700 SW 8TH ST
MIAMI, FL 33135

Changed: 09/09/2008

Registered Agent Name & Address
DEMETRIO J PEREZ & ASSOCIATES, P.A.
2700 SW 8TH ST
MIAMI, FL 33135

Name Changed: 09/22/2006

Address Changed: 09/09/2008
Officer/Director Detail
Name & Address

Title: PT, D
ESPINOSA, ARMINDA
2700 SW 8TH ST
MIAMI, FL 33135

Title: D
VASALLO, MARIA D
2700 SW 8TH ST
MIAMI, FL 33135

Title: VPS, D
ALCANTARA, DOMINICA
2700 SW 8TH ST
MIAMI, FL 33135

Annual Reports

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<tr>
<td>2014</td>
<td>04/14/2014</td>
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<tr>
<td>2015</td>
<td>04/21/2015</td>
</tr>
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</table>

Document Images

04/21/2015 — ANNUAL REPORT
04/14/2014 — ANNUAL REPORT
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
CONTINENTAL INSURANCE AGENCY, INC.
P.O. BOX 144880
CORAL GABLES, FL. 33114

INSURED
LINCOLN MARTI COMMUNITY AGENCY, INC.
2700 S.W. 6th STREET
MIAMI, FL. 33135

COVERAGE
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>NUMBER</th>
<th>START DATE</th>
<th>EXPIRATION DATE</th>
<th>LIMITS</th>
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<tbody>
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<td>Y</td>
<td>GENERAL LIABILITY</td>
<td>CPS2245548</td>
<td>07/23/2015</td>
<td>07/23/2016</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
<td></td>
<td>CLAIMS MADE</td>
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<td>DAMAGE TO RENTED $100,000</td>
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<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
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<td>MED EXP (Any one person) $5,000</td>
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<td>OCCUR</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>CAO0255156</td>
<td>06/22/2015</td>
<td>06/22/2016</td>
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<td>PRODUCTS - COMP/POD $1,000,000</td>
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<td>EXCESS UMBRELLA LIABILITY</td>
<td>XLS0097480</td>
<td>07/23/2015</td>
<td>07/23/2016</td>
<td>EACH OCCURRENCE $2,000,000</td>
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<td>DEDUCTIBLE $10,000</td>
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<td></td>
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<td>AGGREGATE $2,000,000</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>0521-11381-0</td>
<td>04/24/2015</td>
<td>04/24/2016</td>
<td>WC STATE LIMITS $1,000,000</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Early Learning Coalition of Miami Dade/Monroe is named as additional insured.
**LIST ATTACHED**

CERTIFICATE HOLDER
Early Learning Coalition of Miami Dade/Monroe
2555 Ponce De Leon Blvd. 5th Floor
Coral Gables, FL 33134

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDORSE TO MAIL 010 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)
# SCOTTSDALE INSURANCE COMPANY

## SCHEDULE OF LOCATIONS

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<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>49</td>
<td>1</td>
<td>2700 S.W. 8TH STREET, MIAMI, FL 33135</td>
<td>SCHOOL</td>
</tr>
<tr>
<td>50</td>
<td>1</td>
<td>2215-17 NORMANDY DRIVE, MIAMI BEACH, FL 33141</td>
<td>DAY-CARE</td>
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<tr>
<td>54</td>
<td>1</td>
<td>1700 JEFFERSON AVENUE, MIAMI BEACH, FL 33139</td>
<td>DAY-CARE</td>
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<tr>
<td>58</td>
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<td>3500-3520-3550 WEST 84TH STREET, HIALEAH, FL 33014</td>
<td>DAY-CARE</td>
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<tr>
<td>53</td>
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<td>15690 S.W. 8TH STREET, MIAMI, FL 33194</td>
<td>SCHOOL</td>
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<td>54</td>
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<td>980 - 992 WEST FLAGLER STREET, MIAMI, FL 33130</td>
<td>SCHOOL</td>
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<td>3500 W. 84TH STREET, HIALEAH, FL 33018</td>
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<td>1570 N.W 14TH STREET, MIAMI, FL 33125</td>
<td>SCHOOL</td>
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<td>57</td>
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<td>135-145 EAST LUCY STREET, FLORIDA CITY, FL 33035</td>
<td>DAY-CARE CENTER</td>
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<td>3500 W. 84TH STREET, HIALEAH, FL 33018</td>
<td>VACANT BUILDING</td>
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<td>59</td>
<td>1</td>
<td>536 KROME AVE, HOMESTEAD, FL 33030</td>
<td>OFFICE</td>
</tr>
<tr>
<td>60</td>
<td>1</td>
<td>905 SW 1ST ST., MIAMI, FL 33130</td>
<td>SCHOOL &amp; DAY-CARE</td>
</tr>
</tbody>
</table>

**Policy No.:** CPS2245546  
**Effective Date:** 37/23/2015  
**Agent No.:** 39004  
**Named Insured:** LINCOLN-MARTI SCHOOLS, LLC., ET AL  
**12:01 A.M. Standard Time**
Name: Lincoln Mari ID Number: C11MD1532
Address: 1700 Jefferson Ave City: Miami Beach State: FL Zip Code: 33139-2444
Phone Number: (305) 673-9130 Capacity: 100
Owner/Director/Staff Responsible: Yanet Cruz-Perez

**Inspection Information**
Type: Complaint Date: 08/29/2016 Arrival/Departure Time: 10:00 AM to 12:31 PM
Staff Present: 6 Children Present: 48

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### GENERAL REQUIREMENTS

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<th>Requirement</th>
<th>Status</th>
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<tbody>
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<td>01. License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S.</td>
<td>Not Monitored</td>
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<td>02. Licensed Capacity ss. 402.305(6), rule 65C-22.002(3), F.A.C.</td>
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<td>03. Minimum Age Requirements ss. 402.305(2), F.S. &amp; rule 65C-22.001(3), F.A.C.</td>
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#### Not Monitored Comments
- Staff/Child: Ages
  - 1/6: 1 yrs
  - 1/11: 2 yrs
  - 1/11: 3 yrs
  - 1/5: 5+
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<td>Noncompliance</td>
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</table>

**Non-Compliance Description**

05-01 Direct supervision of children in the [3 year old] group was inadequate in that the teacher left the classroom with children unattended for approximately 5 min.

**Comments**

**Due Date** Completed at time of inspection

**Violation Level** Class 2 - Technical Support

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<td>Not Monitored</td>
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<tr>
<td>65C-22.006(4), F.A.C.</td>
<td></td>
</tr>
<tr>
<td>07. Vehicle Insurance and Inspection ss. 402.305(10), F.S. &amp; rule 65C-22.001(6)</td>
<td>Not Monitored</td>
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<tr>
<td>F.A.C.</td>
<td></td>
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</table>

**Seat Belts/Child Restraints ss. 402.305(10), F.S. & rule 65C-22.001(6), F.A.C.**
Not Monitored
September 19, 2016

Via Email requestreview@elc-mdm.org and apparino@elc-mdm.org; and Hand Delivery

Angelo Parrino
Chief Operational Officer
Early Learning Coalition of Miami-Dade/Monroe
2555 Ponce de Leon Boulevard
Suite 500
Coral Gables, Florida 33134

Re: Notice of Termination
Statewide School Readiness Provider Contract (FY 2016-2017)
Statewide Voluntary Prekindergarten Provider Contract (FY 2016-2017)

Dear Mr. Parrino:

The undersigned represents Lincoln Marti. The following is in response to the September 12, 2016 Notice of Termination (the “September 12th Notice”) served by the Early Learning Coalition of Miami-Dade/Monroe (the “ELC”) regarding the Statewide School Readiness Provider Contract (the “SR Contract”) and the Statewide Voluntary Prekindergarten Provider Contract (the “VPK Contract”) (the SR Contract and the VPK Contract shall collectively be referred to as the “Contracts”). Pursuant to Section 64 and Exhibit 5 of the SR Contract and Section 58 and Exhibit 2 of the VPK Contract, Lincoln Marti hereby requests a review hearing regarding the ELC’s decision to terminate Lincoln Marti’s Contracts as well as the ELC’s intent to revoke Lincoln Marti’s eligibility to deliver SR and VPK program services for a period of five (5) years.

As requested in Exhibit 5 and 2 of the Due Process Procedures, the name and contact information of an individual authorized to provide information on behalf of Lincoln Marti is Demetrio J. Perez, c/o Christopher G. Berga, Esq., Lydecker Diaz, LLC, 1221 Brickell Avenue, 19th Floor, Miami Florida 33131.

Lincoln Marti hereby disputes the ELC’s decision to terminate the Contracts as well as the ELC’s intent to revoke Lincoln Marti’s eligibility to deliver SR and VPK program services for a period of five (5) years.
Angelo Parrino  
September 19, 2016  
Page 2

The basis of Lincoln Marti dispute includes, but is not limited to, that (1) it did not commit an act or omission that meets the definition of child abuse as provided in §39, Fla. Stat.; (2) it complied with the applicable provisions of §402.311, Fla. Stat.; (3) it did not violate the applicable provisions of 65C-22.001(9) and (11), F.A.C.; (4) it complied with the relevant provisions of the Contracts regarding the health, safety or welfare of children; (5) there is no basis for termination under the Contracts for cause; (6) there were no violations any applicable DCF licensing requirements; and (7) it complied with the applicable provisions of §§1002.88 and 1002.67, Fla. Stat.

Lincoln Marti reserves the right to supplement, revise and/or amend the basis of its dispute(s) with the ELC preliminary findings stated in the September 12th Notice by, including but not limited to, submitting evidence and testimony of any relevant witness and/or professional in support of its dispute.

Lincoln Marti will be represented by the undersigned throughout the process of the ELC’s review of the dispute and any related hearings.

Lincoln Marti reserves all rights and remedies afforded in law and equity. No action by Lincoln Marti or any representations made herein shall be deemed a waiver of Lincoln Marti’s rights or remedies afforded under the Contracts or applicable law.

Please contact me if you have any questions. Thank you.

Sincerely,

Christopher G. Berga

CG  

cc: Natalie Cabrera (via email)  
Santiago D. Echemendia, Esq. (via email)  
Demetrio J. Perez (via email)
GENERAL REQUIREMENTS

01. License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S. Not Monitored

02. Licensed Capacity ss. 402.305(6), rule 65C-22.002(3), F.A.C. Not Monitored

03. Minimum Age Requirements ss. 402.305(2), F.S. & rule 65C-22.001(3), F.A.C. Not Monitored


Not Monitored Comments
Staff/Child: Ages

1/6: 1 yrs
1/11: 2 yrs
1/11: 3 yrs
1/5: 5+
1/3: infants
1/12: 4 yrs

05. Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) & 65C-22.007 (2), F.A.C. Noncompliance

Non-Compliance Description
05-01 Direct supervision of children in the (3 year old) group was inadequate in that [the teacher left the classroom with children unattended for approximately 5 min].

Comments

Due Date Completed at time of inspection
Violation Level Class 2 - Technical Support

06. Driver's License, Physician Certification & First Aid/CPR Training rule 65C-22.001(6) 65C-22.006(4), F.A.C. Not Monitored

07. Vehicle Insurance and Inspection ss. 402.305(10), F.S. & rule 65C-22.001(6) F.A.C. Not Monitored

08. Seat Belts/Child Restraints ss. 402.305(10), F.S. & rule 65C-22.001(6), F.A.C. Not Monitored
47. Emergency Telephone Numbers rule 65C-22.004(2), F.A.C.  
Not Monitored

48. Accident/ Incident Notification and Documentation rule 65C-22.004(2), F.A.C.  
Noncompliance

**Non-Compliance Description**
48-07 The facility failed to provide a copy of the accident or incident form to the individual authorized to pick up the child on the date of occurrence.

**Comments**

**Due Date** Completed at time of inspection

**Violation Level** Class 2 - Technical Support

49. Medication rule 65C-22.004(3), F.A.C.  
Not Monitored

### FOOD AND NUTRITION

50. Meals and Snacks rule 65C-22.005(1), F.A.C.  
Not Monitored

51. Meal and Snack Menus rule 65C-22.005(1), F.A.C.  
Not Monitored

52. Food Service rule 65C-22.005(3), F.A.C.  
Not Monitored

53. Bottles Sanitary and Labeled rule 65C-22.005(2), F.A.C.  
Not Monitored

54. Catered Food and Food Provided by Parents 65C-22.005(1), F.A.C.  
Not Monitored

55. Single Service Items rule 65C-22.0011(8), 65C-22.002(10), F.A.C.  
Not Monitored

### RECORD KEEPING

56. Records ss. 402.3054(2), F.S., rule 65C-22.006(3)(c)5., F.A.C.  
Not Monitored

57. Children's Health/Immunization and Records ss. 402.305(9), F.S.& & rule 65C-22.006(2) - (3) F.A.C.  
Not Monitored

Not Monitored
October 12, 2016

Via Hand Delivery and Email to:
aparrino@elcmdm.org and requestreview@elcmdm.org

Angelo Parrino
Chief Operational Officer
Early Learning Coalition of Miami-Dade/Monroe
2555 Ponce de Leon Boulevard
Suite 500
Coral Gables, Florida 33134

Re: Lincoln Marti Community Agency’s Response to the Early Learning Coalition’s Notice of Termination re Statewide School Readiness Provider Contract (FY 2016-2017) and Statewide Voluntary Prekindergarten Provider Contract (FY 2016-2017)

Dear Mr. Parrino:

The undersigned represents Lincoln-Marti Community Agency (“Lincoln Marti”). The following is Lincoln Marti’s response in opposition to the September 12, 2016 Notice of Termination (the “Notice”) served by the Early Learning Coalition of Miami-Dade/Monroe (the “ELC”) regarding the Statewide School Readiness Provider Contract (the “SR Contract”) and the Statewide Voluntary Prekindergarten Provider Contract (the “VPK Contract”) of the Lincoln Marti child care facility located at 1700 Jefferson Avenue, Miami Beach, Florida (the “School”). A copy of the Notice is attached as Exhibit “A”. (The SR Contract and the VPK Contract shall collectively be referred to as the “Contracts”).

The ELC’s Notice is based on the Florida Department of Children and Families’ (the “DCF”) August 29, 2016 Inspection Report whereby the DCF found one (1) Class 1 violation which threatens the health, safety or welfare of children in the care of the School (the “DCF Inspection Report”). A copy of the DCF Inspection Report is attached hereto as Exhibit “B”. Based on the violations alleged by DCF, the ELC decided to terminate the Contracts and intends to revoke Lincoln Marti’s eligibility to deliver services under the SR and VPK programs for five (5) years. Lincoln Marti disputes the ELC’s decision to terminate the School’s Contracts, its intent to revoke the School’s eligibility to deliver SR and VPK program and the allegations asserted by the DCF in its Inspection Report.
I. BACKGROUND AND RELEVANT FACTS

A. Lincoln Marti

Lincoln Marti has been operating schools and child care facilities since 1968 and has served this community for more than 48 years. Lincoln Marti currently has approximately 800 employees and more than 4,600 children enrolled at its schools and daycare centers. More than 770 of the enrolled children are part of the ELC’s School Readiness program and more than 750 participate in the State of Florida’s VPK program. In addition, approximately 1,100 children are enrolled in childcare through regular tuition. Lincoln Marti has more than 40 locations throughout South Florida.

Lincoln Marti has been a contract provider with the ELC since the ELC began offering services. Since 1972, prior to the formation of the ELC, Lincoln Marti had been working with the Miami-Dade County’s Department of Human Resources, Office of Child Development Services, providing subsidized child care to low-income families (school readiness programs).

Lincoln Marti has not had any contract revoked for any violation under the Contracts nor has any of its childcare facility licenses been previously revoked by the DCF.

B. Facts Regarding the Incident at Issue

The incident at issue occurred on August 25, 2016 and involves Clara Quintero, a teacher at Lincoln Marti. At the time of the incident, Ms. Quintero had been be employed by Lincoln Marti for four years and was serving as a teacher for the children in the School’s pre-k3 class. On the date of the incident, Ms. Quintero, grabbed a student, D.D., with both hands and rattled him back and forth, and struck him in the face with an open palm. This action was viewed on the School’s video monitor by another student’s mother while she was waiting in the office for the School’s director, Yanet Perez-Cruz, to bring the mother’s child from a classroom. The mother saw the incident and ran up the stairs to the classroom. Ms. Perez-Cruz, who had just returned to the office, followed the mother, not knowing what had happened.

In the classroom, the mother began yelling at Ms. Quintero and Ms. Perez-Cruz tried to calm everyone down. She escorted the mother back to the office and called 9-1-1 to report the incident. Immediately after calling 9-1-1, Ms. Perez-Cruz brought another teacher, who was free, to take over Mr. Quintero’s duties. She then escorted Ms. Quintero to an empty classroom to await the arrival of the Miami Beach Police Department (“MBPD”). When the police arrived, they investigated the incident and instructed Ms. Quintero to go home and not return until further notice. The police also examined D.D. and found that he had no visible injury. The case was referred to a detective at MBPD for further investigation. The video surveillance also showed Ms. Quintero slapping three other children on their respective hands. These incidents occurred at sporadic points during an eight (8) minute period.
According to the DCF Inspection Report, the School Director “followed the directives of the police by separating [Ms. Quintero] from the classroom and walking her into the infant room which had no children present, to keep her calm as the issues were being settled with the police.” The police did not interview Ms. Quintero; they told her to leave the School and not to return until further notice. The Director and all other School staff cooperated fully with the police during its investigation. The School furnished the relevant video surveillance to the police.

II. RESPONSE IN OPPOSITION

A. Lincoln Marti Complied with all Relevant Laws and Regulations

Ms. Quintero’s actions, regretful as they may be, do not represent, in any way, Lincoln Marti’s values and history. As the ELC is aware, child care facilities are highly regulated in Florida. See §§ 402.26 - 402.319, Florida Statutes, and chapter 65C-22, Florida Administrative Code (“Child Care Standards”). Florida Statutes and regulations contain detailed standards for, inter alia, the licensing and operation of child care facilities, and the licensing, hiring and training of child care personnel such as Mr. Quintero. See § 402.302(3), Fla. Stat. These laws were designed to “protect the health and welfare of children” and “develop a regulatory framework that promotes the growth and stability of the child care industry and facilitates the safe physical . . . development of the child.” § 402.26(3), Fla. Stat.

Lincoln Marti complied with the above referenced laws and regulations in its employment of Ms. Quintero, its supervision of the children and administration of the school. At all relevant times, the School and its child care professionals – including Ms. Quintero – were all duly licensed and in compliance with the relevant provisions of chapter 402, Florida Statutes, and chapter 65C of the Florida Administrative Code. The August 25, 2016 incident is the first time that Lincoln Marti has ever been cited for a violation purportedly involving child abuse or neglect (or any other Class I violation).

B. Ms. Quintero’s Screening Did Not Raise Red Flags

Lincoln Marti processed Ms. Quintero’s employment pursuant to the protocols required of all childcare providers as mandated by Florida law. A background investigation and research confirmed that Ms. Quintero was an acceptable candidate to serve as a teacher. As a condition of employment at Lincoln Marti, Ms. Quintero completed a job application form that includes questions concerning whether she had ever been convicted of a crime, “including details concerning the type of crime, the date of conviction and the penalty imposed, and whether [she had] ever been a defendant in a civil action for intentional tort, including the nature of the intentional tort and the disposition of the action.” The School obtained such documentation from Ms. Quintero prior to hiring her. See, copies of Ms. Quintero’s job application and Affidavit of Good Moral Character attached hereto as Exhibits “C” and “D”, respectively.

On September 11, 2012, the DCF issued a report documenting the results of a criminal history records check required as a prerequisite for Ms. Quintero’s employment at the School (the “DCF
Criminal History Report”). A copy of the DCF Criminal History Report is attached as Exhibit “E”. The DCF Criminal History Report concluded that “nothing was found in the [DCF’s] review that disqualifies [her] from serving in the program or profession for which this screening was requested and is required by law.”

Furthermore, on September 7, 2013, Deborah Russo, DCF’s Director of Child Care Services, issued a certification that Ms. Quintero completed appropriate training for Identifying and Report Child Abuse and Neglect (the “DCF Certificate”). A copy of the DCF Certificate is attached hereto as Exhibit “F”. And, as of October 10, 2014, the Miami Dade Police Department (“MDPD”) confirmed that Ms. Quintero did not have a local criminal history record (the “MDPD Criminal History Report”). A copy of the MDPD Criminal History Report is attached hereto as Exhibit “G”.

Consistent with Florida’s applicable statutes and regulations governing child care providers, Lincoln Marti maintains its own written policy regarding corporal punishment. Ms. Quintero, like all child care professionals hired by Lincoln Marti, signed Lincoln-Marti’s Policy Regarding Corporal Punishment as a condition of her employment with the School (the “Corporal Punishment Policy”). A copy of the Corporal Punishment Policy is attached hereto as Exhibit “H”. The Corporal Punishment Policy states, in relevant part, that:

any type of corporal punishment or physical contact as a tactic for imposing discipline is absolutely prohibited. . . . discipline shall never be imposed through means that may be interpreted to be physically or mentally abusive as this is contrary to the law and to the established policies of Lincoln-Marti.

It is difficult, if not impossible, to predict that Ms. Quintero, an employee with no previous history of improper behavior towards children, could have been capable of acting outside the school’s policy. The August 25, 2016 incident was the first of its kind for both Ms. Quintero and the School. There were no indicators in Ms. Quintero’s four-year employment history with the School whereby Lincoln Marti could have reasonably foreseen that she could be involved in such an incident1. On the contrary, parents of various children under her care had spoken highly of Ms. Quintero and provided positive feedback regarding her instruction and care of the children.

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1 In fact, the School, as Ms. Quintero’s employer, is entitled to a legal presumption against negligent hiring under Florida law. Pursuant to § 768.096(1), Florida Statutes, injuries caused by the intentional tort of an employee, such employee’s employer is presumed not to have been negligent in hiring such employee if, before hiring the employee, the employer conducted a background investigation of the prospective employee and the investigation did not reveal any information that reasonably demonstrated the unsuitability of the prospective employee for the particular work to be performed or for the employment in general.
C. **Lincoln Marti’s Corrective Action in Response to the Incident**

In response to the incident at issue, the Lincoln Marti immediately terminated Ms. Quintero on August 26, 2016. Ms. Quintero’s actions do not reflect the values instilled and promoted by Lincoln Marti to its employees and specifically, its child care providers. Ms. Quintero’s actions, while deplorable, were immediately addressed by the School’s administration to ensure the safety and well-being of the students. The School immediately called the Miami Beach Police Department to report the matter, cooperated fully with the police, its investigators and the DCF, and will continue to do so. Lincoln Marti’s response to the incident was swift, legally compliant and appropriate, to ensure and prevent any recurrence of such an incident.

D. **The Facts Do Not Support a Class I Violation**

Lincoln Marti disputes that the School or its employees “while caring for children, committed an act or omission that meets the definition of child abuse or neglect provided in Chapter 39, F.S.” The basis of Lincoln Marti’s dispute includes, but is not limited to, that (1) it did not commit an act or omission that meets the definition of child abuse set forth in § 39.01, Fla. Stat.; (2) it complied with the applicable provisions of § 402.311, Fla. Stat.; and (3) it did not violate the applicable provisions of 65C-22.001(9) and (11), F.A.C. ²

Although Ms. Quintero’s actions were reprehensible, they did not constitute child abuse under Florida law. The applicable law, §39.01(2), Fla. Stat., defines abuse as:

> any willful act or threatened act that results in any physical, mental, or sexual abuse, injury, or harm that causes or is likely to cause the child’s physical, mental, or emotional health to be significantly impaired. Abuse of a child includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute abuse when it does not result in harm to the child.

Fortunately, none of the children involved were significantly harmed or required medical attention. None of the children suffered injuries of the type identified in §39.01(30)(a)4, Fla. Stat., to wit: (a) sprains, dislocations, or cartilage damage; (b) bone or skull fractures; (c) brain or spinal cord damage; (d) intracranial hemorrhage or injury to other internal organs; (e) asphyxiation, suffocation, or drowning; (f) injury resulting from the use of a deadly weapon; (g) burns or scalding; (h) cuts, lacerations, punctures, or bites; (i) permanent or temporary disfigurement; (j) permanent or temporary loss or impairment of a body part or function; or (k) significant bruises or welts. *See T.G. v. Department of Children and Families*, 927 So.2d 104 (Fla. 1st DCA 2006)(holding that corporal discipline, by itself, does not constitute abuse; to constitute abuse, corporal discipline must be inappropriate or excessively harsh and likely to

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² In connection with this matter, the DCF served an Administrative Complaint on the School, charging it with child abuse. The Administrative Complaint specifies that Ms. Quintero “was observed hitting and forcefully grabbing children in care, namely D.D., V. D., S.M. and A.S.” Lincoln Marti has formally disputed the DCF’s allegations as well. On September 29, 2016, pursuant to §§120.569 and 120.57(1), Fla. Stat., Lincoln Marti requested an administrative hearing to address any and all findings and/or penalties set forth in the Administrative Complaint.
result in physical, mental, or emotional injury to child). In fact, the MBPD’s report confirmed that the children did not have any visible injuries. Furthermore, upon information and belief, none of the children involved have had their physical, mental, or emotional health “significantly impaired” as a result of the August 25, 2016 incident. Ms. Quintero’s actions therefore, do not qualify as child abuse under Florida law.

E. **A Class II Violation is the Appropriate Standard**

Instead of child abuse, Ms. Quintero is responsible for violating is § 402.305(12), Fla. Stat., which states that minimum standards for child discipline practices shall ensure that age-appropriate, constructive disciplinary practices are used, and specifies that “[s]panking or any other form of physical punishment is prohibited.”

The incident of August 25, 2016 involving Ms. Quintero should be considered an act of prohibited “physical punishment” under § 402.305(12), Fla. Stat., instead of an act of “child abuse” as defined in § 39.01, Fla. Stat. Again, none of the children in question suffered significant impairment. Therefore, Lincoln Marti submits that the incident is a Class II Violation under the Florida Administrative Code, which is defined as one that “could be anticipated to pose a threat to the health, safety or well-being of a child, although the threat is not imminent.” Rule 65C-22.010(1)(d)2, F.A.C. Pursuant to rule 65C-22.010(2)(e)2, F.A.C., the discipline imposed for a first Class II Violation is the issuance of:

a formal warning letter [by the DCF] stating the [DCF’s] intent to take administrative action if further violations of the standard occur. The violation will be classified as “Technical Support.”

A “formal warning letter” would be a just disciplinary measure in this case. The case of *DCF v. Lil’ Stars Learning Center, Inc.*, Case No. 11-4508 (Fla. DOAH Dec. 30, 2011; Dep’t of Child. & Fam. Serv. Apr. 9, 2012) serves as precedent. In *Lil’ Stars*, a child-care facility teacher “slapped K.L., a three (3) year old child, across the face.” *Lil’ Stars* at Page 4. As in this case, the child care facility in *Lil’ Stars* reported the incident and terminated the offending teacher shortly thereafter. *Lil’ Stars* at Pages 8 and 23. The school’s discipline policy also prohibited physical punishment, and the school expected all teachers to comply with it. *Lil’ Stars* at Pages 17-18.

In concluding that the issuance a formal warning letter by the DCF was the appropriate punishment, the DOAH reasoned as follows:

The Center’s response to the incident is a clear indication that it acted appropriately and quickly to prevent any recurrence of such an event. It is also evident that the teacher who slapped the child acted outside the

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3 A copy of *DFS v. Lil’ Stars Learning Center, Inc.*, Case No. 11-4508 (Fla. DOAH Dec. 30, 2011; Dep’t of Child. & Fam. Serv. Apr. 9, 2012) and its corresponding Final Order is attached hereto as Composite Exhibit “I”.

4 References to the *Lil’ Stars* matter shall be cited as “*Lil’ Stars* at Page “__”.”
policies established by the Center. That is, her behavior was that of a rogue employee and is not evidence of wrongdoing by the Center. The letter of warning imposed by the Department is the correct sanction for that violation. No further monetary sanction is warranted.

_Lil’ Stars_ at Pages 27-28.\(^5\)

_Lil’ Stars_ should serve as guidance for the ELC in its consideration of the case at issue which involved the actions of a single employee who did not present any discernible cause for concern regarding the propensity to commit such an action. The actions by Ms. Quintero are regrettable however, they do not qualify as child abuse under Florida law. Instead, they qualify as an inappropriate method for child discipline which warrants much lesser legal consequences. To the extent that the ELC’s Notice relies on the DCF’s allegations, the ELC therefore, lacks a “for cause” basis to terminate the School’s Contracts.

### III. CONCLUSION AND REQUESTED RELIEF

The incident at issue is one that Lincoln Marti strives to prevent from occurring. As the evidence indicates, Lincoln Marti complied with all the necessary pre-employment regulatory requirements in addition to its own standard operating procedures. The actions at issue, while deplorable, did not endanger the health, safety or welfare of the children and therefore, do not provide a basis for termination for cause or revocation of eligibility under the Contracts.

Termination of the Contracts would be a severe and punitive penalty to Lincoln Marti which would not only have a great financial impact on the School but would also be a disservice to the local community that relies on Lincoln Marti to provide child care services in the Miami Beach area. Furthermore, termination on the basis of DCF’s alleged violations would be inconsistent with the manner and prior rulings of the DCF regarding alleged child abuse cases. Lincoln Marti has operated the Miami Beach location since 2007, has been a child care provider with the ELC for more than 11 years and has not had any ELC contract previously suspended and/or revoked for allegations upon which the Notice at issue in this case is based.

Lincoln Marti therefore, requests that the ELC withdraw its Notice and withdraw any intention to seek revocation of the Contracts at issue.

Lincoln Marti thanks the ELC and the Committee Members in advance for their cooperation and review of the matter. If the Committee requires any further information or wishes to discuss any of the matters raised herein, please contact the undersigned.

Lincoln Marti reserves the right to supplement, revise or amend the basis of its dispute with the ELC’s preliminary findings by, _inter alia_, submitting evidence, submitting testimony of any relevant witness and/or professional in support of its dispute. Lincoln Marti reserves all rights and remedies afforded in law and/or equity. No action by Lincoln Marti and/or its

\(^5\) Those recommendations were adopted by the DCF in its Final Order. See Composite Exhibit “I”.

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www.lydeckerdiaz.com
representatives or any representations made herein shall be deemed a waiver of Lincoln Marti’s rights or remedies afforded under the Contracts or applicable law.

Sincerely,

/s/ Christopher G. Berga

Christopher G. Berga

CGB/mjc

Enclosures

cc: Natalie Cabrera (via email w/ enclosures)
Santiago D. Echemendia, Esq. (via email w/ enclosures)
Demetrio J. Perez (via email w/ enclosures)
Exhibit “A”
September 12, 2016

Lincoln Marti
C11MD1532
Mr. Martin Anorga, President
1700 Jefferson Avenue
Miami Beach, FL 33139
main@lincoln-marti.com

RE: Notice of Termination
Statewide School Readiness Provider Contract (FY 2016-2017)
Statewide Voluntary Prekindergarten Provider Contract (FY 2016-2017)

Dear Provider,

This is a Notice of Intent for Termination for your SR and VPK Contracts.

Pursuant to s. 402.305(5), (6), and (7), F.S., Provider agreed to provide a healthy and safe environment for children in care as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are specifically addressed in each provider type attachment.

Your facility received the below DCF licensing violations that posed a threat to the health, safety or welfare of the children in your care. The DCF Violation totals are: 1 Class 1, which threatens the health, safety or welfare of children in your care.

(1 Class 1 Violation)

- The Owner, operator, employee or substitute, while caring for children, committed an act or omission that meets the definition of child abuse or neglect provided in Chapter 39, F.S.

Based upon the foregoing DCF licensing violations, the Coalition has decided to terminate your SR and VPK Contracts, effective October 12th 2016. You are also notified of Coalition’s intent to revoke your eligibility to deliver SR and VPK program services for a period of five (5) years.

Section 57 (a) of SR contract, and Section 52 (a) and (b) of VPK Contract - Termination for Cause. Basis of Termination for Cause. “PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children...”

Section 59 of SR Contract, and Section 54 of VPK Contract - Revocation of Eligibility. In accordance with s. 1002.88(2), F.S. and s. 1002.67(4)(b), F.S., if PROVIDER’s Contract is terminated under paragraph 56., 57., or 58., and 52 or 53, COALITION may revoke PROVIDER’s eligibility to deliver the school readiness and/or VPK program for a period of five (5) years.

Please be aware that this decision is preliminary and you have an opportunity to request a review hearing of the Coalition’s determination as described in the SR Contract at Section 64 and Exhibit 5 and VPK Contract at Section 58 and Exhibit 2: Due Process Procedures.
You must respond in writing requesting a review hearing within five (5) business days with copies of documentation supporting your claim and copy of this letter. The deadline for the Coalition to receive your response is September 19th, 2016. The Request for a hearing must be submitted in written form: electronic to RequestReview@elcmdm.org or by mail to the Early Learning Coalition.

If you have any questions related to the SR and/or VPK Contract, please contact your Provider Relationship Manager, Natalie Cabrera at ncabrera@elcmdm.org or at 305-646-7220 ext. 2357.

Sincerely,

Angelo Parrino
Chief Operational Officer

CC: Jose Hernandez, Director of Provider Payments
    Mercy Castiglione, Chief Financial Officer
    Jackye Russell, Chief of Program Policy & Community Relations
    Lisney Badillo, Director of Contracts and Procurement
    Ana Rodriguez, Loss Prevention Manager
    Sandra P. Gonzalez, Senior Vice President of School Readiness and VPK
    Michelle Meilan, Director of Quality Assurance
    Florella Altare, Director of Quality Counts
Exhibit “B”
## Child Care Facility Information

**Name:** Lincoln Marí  
**ID Number:** C1IM01532  
**Address:** 1700 Jefferson Ave, Miami Beach FL 33139-2444  
**Phone Number:** (305) 873-9130  
**Capacity:** 100  
**Owner/Director/Staff Responsible:** Yanet Cruz-Perez

### Inspection Information

**Type:** Complaint  
**Date:** 8/29/2016  
**Arrival/Departure Time:** 10:00 AM to 12:31 PM  
**Staff Present:** 6  
**Children Present:** 48

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### INSPECTION CHECKLIST

#### GENERAL REQUIREMENTS

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Not Monitored</th>
<th>Noncompliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01. License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02. Licensed Capacity ss. 402.305(6), rule 56C-22.002(3), F.A.C.</td>
<td></td>
<td></td>
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<tr>
<td>03. Minimum Age Requirements ss. 402.305(2), F.S. &amp; rule 56C-22.001(3), F.A.C.</td>
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</tr>
<tr>
<td>04. Ratio Sufficient ss. 402.305(4), F.S. &amp; rule 56C-22.001(4), F.A.C.</td>
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</tr>
</tbody>
</table>

**Not Monitored Comments**

Staff/Child: Ages

- 1/6: 1 yrs
- 1/11: 2 yrs
- 1/11: 3 yrs
- 1/5: 5+
- 1/3: Infants
- 1/12: 4 yrs

**Non-Compliance Description**

05-01 Direct supervision of children in the [5 year old] group was inadequate in that the teacher left the classroom with children unattended for approximately 5 min.

<table>
<thead>
<tr>
<th>Due Date</th>
<th>Completed at time of Inspection</th>
<th>Violation Level</th>
</tr>
</thead>
</table>
| 06. Driver's License, Physician Certification & First Aid/CPR Training rule 56C-22.001(6)  
56C-22.006(4), F.A.C. | | Class 2 - Technical Support |
| 07. Vehicle Insurance and Inspection ss. 402.305(10), F.S. & rule 56C-22.001(6) F.A.C. | | |
| 08. Seat Belts/Child Restraints ss. 402.305(10), F.S. & rule 56C-22.001(6), F.A.C. | | |

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Page 1 of 7
09. Transportation rule 65C-22.001(6), F.A.C. Not Monitored

10. Planned Activities ss. 402.305(13), F.S. & rule 65C-22.001(7), F.A.C. Not Monitored

11. Field Trip Permission rule 65C-22.001(7), 65C-22.001(8), F.A.C. Not Monitored

12. Child Discipline ss. 402.305(12), F.S. & rule 65C-22.001(8), F.A.C. Noncompliance

Non-Compliance Description
12-04 The facility’s discipline practices included the use of spanking or other form of physical punishment.

Due Date Completed at time of inspection

13. Discipline Policy rule 65C-22.001(8), F.A.C. Not Monitored

PHYSICAL ENVIRONMENT

14. Facility Environment rule 65C-22.002(1), 65C-22.002(7) - (9), F.A.C. Not Monitored


17. Lighting rule 65C-22.002(2), F.A.C. Not Monitored

18. Temperature and Ventilation rule 65C-22.002(2), F.A.C. Not Monitored


22. Fencing rule 65C-22.002(4), F.A.C.  Not Monitored


24. Bedding and Linens rule 65C-22.002(10), F.A.C.  Not Monitored


28. Exit Area Clear rule 65C-22.002(5) and (7), F.A.C.  Not Monitored

27. Crib Requirements rule 65C-22.002(5), F.A.C.  Not Monitored

28. Toilets and Sinks rule 65C-22.002(6), F.A.C.  Not Monitored

29. Potty Chairs rule 65C-22.002(6), F.A.C.  Not Monitored

30. Bath Facilities and Supervision rule 65C-22.002(8), F.A.C.  Not Monitored

31. Bathroom Supplies and Equipment rule 65C-22.002(6), F.A.C.  Not Monitored

32. Operable Phone rule 65C-22.002(7), F.A.C.  Not Monitored

33. Fire Drills & Emergency Preparedness rule 65C-22.002(7) F.A.C.  Not Monitored

34. Food Preparation Area 65C-22.002(8), F.A.C.  Not Monitored

35. Health and Sanitation rule 65C-22.002(10), F.A.C.  Not Monitored

36. Drinking Water Available rule 65C-22.002(10), F.A.C.  Not Monitored
37. Sanitary Diapering rule 65C-22.002(10), F.A.C. Not Monitored

38. Diaper Disposal rule 65C-22.002(10), F.A.C. Not Monitored

39. Indoor Equipment rule 65C-22.002(11), F.A.C. Not Monitored

40. Outdoor Equipment rule 65C-22.002(11), F.A.C. Not Monitored

TRAINING

41. Training Requirements ss. 402.306(2) - (3), F.S. & rule 65C-22.003(2) - (3), F.A.C. Not Monitored

42. 10-Hour In-Service rule 65C-22.003(6), F.A.C. Not Monitored

43. Credentialed Staff ss.402.306(3), F.S. & rule 65C-22.003(7)-(8), F.A.C. Not Monitored

HEALTH REQUIREMENTS

44. Communicable Disease Control rule 65C-22.004(1), F.A.C. Not Monitored

45. First Aid Requirements rule 65C-22.004(2), F.A.C. Not Monitored

46. CPR Requirements rule 65C-22.004(2), F.A.C. Not Monitored

47. Emergency Telephone Numbers rule 65C-22.004(2), F.A.C. Not Monitored

48. Accident/Incident Notification and Documentation rule 65C-22.004(2), F.A.C. Noncompliance

Non-Compliance Description
48-07 The facility failed to provide a copy of the accident or incident form to the individual authorized to pick up the child on the date of occurrence.

Due Date Completed at time of inspection

Violation Level Class 2 - Technical Support
49. Medication rule 65C-22.004(3), F.A.C. Not Monitored

FOOD AND NUTRITION

50. Meals and Snacks rule 65C-22.005(1), F.A.C. Not Monitored

51. Meal and Snack Menus rule 65C-22.005(1), F.A.C. Not Monitored

52. Food Service rule 65C-22.005(3), F.A.C. Not Monitored

53. Bottles Sanitary and Labeled rule 65C-22.005(2), F.A.C. Not Monitored

54. Catered Food and Food Provided by Parents 65C-22.005(1), F.A.C. Not Monitored

55. Single Service Items rule 65C-22.0011(8), 65C-22.002(10), F.A.C. Not Monitored

RECORD KEEPING

56. Records ss. 402.3054(2), F.S., rule 65C-22.006(3)(c)5., F.A.C. Not Monitored

57. Children's Health/Immunization and Records ss. 402.305(9), F.S. & rule 65C-22.008(2) - (3), F.A.C. Not Monitored


60. Background Screening Documents ss. 402.3054, F.S. & rule 65C-22.006(4), F.A.C. Not Monitored

61. Daily Attendance rule 65C-22.001(10) & rule 65C-22.006(5), F.A.C. Not Monitored

62. Emergency Plan/Posted rule 65C-22.002(7), F.A.C. Not Monitored
ENFORCEMENT

63. Access/Child Abuse or Neglect/Misrepresentation ss. 402.311, 402.319, F.S. & rul 85C-22.001(9),(11), F.A.C. Noncompliance

Non-Compliance Description
63-01 The owner, operator, employee or substitute, while caring for children, committed an act or omission that meets the definition of child abuse or neglect provided in Chapter 39, Florida Statutes.

Due Date Completed at time of inspection Violation Level Class 1

Received by: Yanet Cruz-Perez
Date: Monday, August 29, 2016

Inspected by: Willie Geter
Date: Monday, August 29, 2016
COMPLAINT FORM

Complaint:
On 08/25/2016, Thursday at 4:00pm the teacher grabbed Desmond by the shoulder with both hands and rattled him back and forth. The teacher then struck Desmond in the face. At this time, Desmond has no visible injuries.

It is unknown if the teacher has history of abusing other students. The incident was viewed through a camera however the Principal stated that the cameras at the facility are not recording. The principal has the cameras there to monitor the different units.

Summary:
Interview with Owner/Director: 8/25/16 Thursday, 4:00pm the mother "Laura Pantano" was waiting for her child watching the camera. Her child was not in the room where the incident took place. The mother called the principal and said that she saw the teacher "Clara Quintero" was hitting the child Desmond Diaz. The principal immediately went upstairs with the mother and talked to the teacher telling her what the mother saw. The mother began to talk to the teacher about what she saw and was very upset. The children in the classroom started crying when the mother was yelling and the principal had to calm her down. The principal and the mother called the police to report the incident. The principal followed the directives of the police by separating the teacher from the classroom and walking her into the infant room which had no children present, to keep her calm as the issues were being settled with the police. The police did not interview Clara Quintero but they did tell her to leave the premises and not to return until she was advised to. The director states that she did not contact the abuse hotline. After contacting the police they put her in a room and told her that they would contact the abuse hotline.

Interview with staff #1 (Clara Quintero): Does not speak English - interpreted by Leysa Gonzalez

The child caught her attention because the child (Desmond Diaz) hit a girl in the 3 yr old classroom. Clara Q. stated that she never hit the child in the face as the mother alleged. Clara stated that the mother came up stairs and started to scream, saying bad words and threatening her (if she had a knife she would kill her). When asked how did she discipline the child? Clara stated that she disciplined the child by grabbing him out of the chair by his two arms and told him not to do what he was doing but she did not hit the child in the face, it would of left a mark if she did that and there were no marks. Clara insisted that she is a good teacher and does not have a background of hitting children she has a history at this school having worked here for over 7+ years with no such incidents. Clara admits that maybe she did not handle the situation the best way.

FSC Observations: After reviewing the video of the incident which occurred on Thursday 8/25/2016, the teacher Clara Quintero was observed spanking 3 children. The first two children were spanked across the hands as the children were playing with toys. Then, Clara Quintero was observed to have left the room at 3:54 on the tape, children were observed horse playing and running around the classroom for about 3-4 minutes. When Clara Quintero returned to the classroom she was observed striking Desmond Diaz across the legs, hands and head just before the parent who saw the action taking place entered the upstairs classroom. The provider has not fired the child care personnel who has allegedly struck a child, police directive was to dismiss Clara Q. until the investigation was concluded. The child who was struck is no longer in attendance at the childcare facility. Laura Pantano removed her daughter away from the facility. Per Leysa Gonzalez, police suggested to the mother that the child stay home until the investigation is finished. The findings were that the teacher used an inappropriate method for child discipline, inadequate direct supervision, and the facility failed to provide an accident/incident report, failed to get it signed by the parent the day of the complaint, the accident/incident report was completed the day that the FSC conducted the investigation 8/29/2016. As of 8/31/2016 at 8:52am Yanet Cruz-Perez contacted the central office to verify the employment of Clara Q. As per director, Clara Q. was fired and is no longer allowed to work at any Lincoln Marti.

Children Names:
None of the listed children attend the childcare facility at this time
V D (blonde boy front of teacher) Struck (3:52:27-3:52:44 pm)
S M (Pink Shirt- corner) Struck (3:51:26 pm)
AS (next to teacher &DD) Struck (3:55:44-3:59:47)

Received by: Yanet Cruz-Perez
Date: Monday, August 29, 2016

Received by: Willie Geter
Date: Monday, August 29, 2016
Notice of Administrative Action

This is a formal notice of the Department's intent to take an administrative action against your facility/home. The Department is authorized to impose administrative fines and/or suspend or revoke your license or registration as provided for in section 402.310 Florida Statutes. Following this notice, you will receive a formal administrative complaint. As stated in section 28-106.111(2), Florida Administrative Code, you will have 21 days from the date of receipt of the administrative fine, suspension or revocation of your license or registration to appeal this action under Chapter 120, Florida Statutes.

The provider is advised that section 402.281(3), Florida Statutes, requires termination of Gold Seal Quality Care designation if a provider commits a class I violation of licensing standards, or if a provider commits three or more class II or class III violations of licensing standards within a two-year period.

Name of Provider
Lincoln Marti

ID Number
C11MD1532

Address
1700 Jefferson Ave, Miami Beach 33139

Date
Aug 31, 2016

Violation Standard

Access/Child Abuse or Neglect/Misrepresentation as. 402.311, 402.319, F.S. & rul 86C-22.001(9),(11), F.A.C.

63-01 The center, operator, employee or substitute, while caring for children, committed an act or omission that meets the definition of child abuse or neglect provided in Chapter 39, Florida Statutes.

Please take the necessary actions to ensure compliance with the licensing standards identified in this notice. If you would like technical assistance from the Department to assist you in understanding these licensing standards, or if you have questions regarding this information, please contact your licensing office.

Inspected by:
Willie Geter

Received by:
Yanet Cruz-Perez
Notice of Administrative Warning

This serves as a formal Administrative Warning that the next violation of a licensing standard outlined in this notice, will result in an administrative fine. The Department is authorized to impose administrative fines as provided in section 402.310, Florida Statute, 65C-20.012 or 65C-22.010, Florida Administrative Code.

Name of Provider
Lincoln Marti

Address
1700 Jefferson Ave, Miami Beach FL 33139

ID Number
C11MD1532

Date
Aug 31, 2016

Violation Standard

Supervision rule 66C-22.001(6), 66C-22.001(6), 66C-22.002(4) & 66C-22.007 (2), F.A.C.

06-01 Direct supervision of children in the (3 year old) group was inadequate in that [the teacher left the classroom with children unattended for approximately 6 min].

Child Discipline as. 402.306(12), F.S. & rule 66C-22.001(8), F.A.C.

12-04 The facility's discipline practices included the use of spanking or other form of physical punishment.

Accident/Incident Notification and Documentation rule 66C-22.004(2), F.A.C.

40-07 The facility failed to provide a copy of the accident or incident form to the individual authorized to pick up the child on the date of occurrence.

Please take the necessary actions to ensure compliance with the licensing standards identified in this notice. If you would like technical assistance from the Department to assist you in understanding these licensing standards, or if you have questions regarding this information, please contact your licensing office.

Received by:
Yanet Cruz-Perez

Inspected by:
Willie Geter

Signature
Exhibit “C”
Application for Instructional Position

(Please type or print.) Complete accurately to facilitate the processing of your application. Transcripts and references must be received before an interview can be scheduled. To request an interview or inquire as to the status of your application, you may call (305) 643-4888, Ext. 284. All applicants must provide evidence of United States citizenship or have unrestricted permission from the U.S. Immigration and Naturalization Service (I.N.S.) to be employed. Lincoln-Marti is an equal opportunity employer.

Personal Information

Name: Quiñóros Clara L. Social Security #

Alias(es): 

Type of position desired: □ Full-Time □ Part-Time □ Substitute

Address: 210 NW 135TH

City: Miami State: Florida Zip Code: 33182 Telephone: (386) 657 8853

Education Information

COLLEGE/UNIVERSITY EDUCATION (Please provide the official transcripts for all of your college/university coursework as well as a copy of your degree(s)).

<table>
<thead>
<tr>
<th>Name of Institution</th>
<th>State/Country</th>
<th>Major</th>
<th>Degree Date</th>
<th>Degree Type</th>
<th>GPA</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.S.P. Felix Varela</td>
<td>Cuba</td>
<td></td>
<td>1991</td>
<td>Licenciatura en Educacion Primaria</td>
<td></td>
</tr>
</tbody>
</table>

Florida Educator's Certification Information

Do you possess a Florida Educator's Certificate? □ Yes □ No

If you possess a Florida Educator's Certificate, please provide a copy of the certificate and complete the following information:

Type of certificate: □ Professional □ Temporary

Expiration Date: ___________________________ Level of Training: ___________________________ Certificate #: ___________________________
Experience: Employment Information

Are you currently employed?  □ Yes  □ No

If your answer to the question was yes, please provide the following information:

Company Name: __________________________ Supervisor's Name: __________________________

Company Address: __________________________ Company Telephone #: __________________________

Reason for seeking other employment: _______________________________________________________

Please list your employment history for the past five (5) years. All information must be complete.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company City</th>
<th>Supervisor's Name</th>
<th>Company Telephone</th>
<th>Dates of Employment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Escuela Primaria Jose Marti</td>
<td>Cuba</td>
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<td></td>
<td>1977-2009</td>
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</table>

References

Please provide the name(s), address(es), and telephone number(s) of person(s) who you feel would be able to provide a reference about you:

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<tr>
<th>Name</th>
<th>Address</th>
<th>Telephone #</th>
<th>Relationship</th>
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<tbody>
<tr>
<td>Sonia Remis</td>
<td>MDC Inter-American Campus</td>
<td>305 865 3430</td>
<td>Professor</td>
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</table>

2 of 6
Have you ever been convicted, found guilty, entered a plea of nolo contendre (no contest), or had adjudication withheld in a criminal matter other than a minor traffic violation (DUI is NOT a minor traffic violation); or are there any criminal charges now pending against you? SEALED or EXPUNGED records must be reported pursuant to Florida Statutes 943.0585 and 943.059. Failure to answer this question accurately could cause denial/termination of employment. A YES or NO answer is required. If you check the YES box, you must provide an original/certified copy of the disposition for each charge. Please attach a separate sheet to this application packet if you need additional space.

☐ YES ☐ NO

<table>
<thead>
<tr>
<th>CITY WHERE ARRESTED</th>
<th>STATE</th>
<th>DATE(S) OF ARREST</th>
<th>CHARGE(S)</th>
<th>DISPOSITION</th>
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PROBATIONARY TERM

Upon employment all employees are subject to a ninety (90) day probationary period. During such time, employees will not be eligible for any type of employee benefits.

RACIAL/ETHNIC CATEGORY DEFINITION

In order to comply with federal guidelines, accurate information must be maintained in the record of each employee as regards SEX and RACIAL/ETHNIC classification.

White (Not of Hispanic Origin): A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (Not of Hispanic Origin): A person having origins in any of the Black racial groups of Africa.

Hispanic: A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin, regardless of race.

American Indian: A person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Other: A person not adequately defined by the aforementioned classifications.

Lincoln-Marti is an equal opportunity employer and does not discriminate against applicants.
Regarding the Employment Application of:

Clara Luz Quintero
Name of Applicant

TO WHOM IT MAY CONCERN:

I agree that any omissions or false statements anywhere in this application will constitute reason for dismissal. I also understand that unless this application is completed in detail, it will not be considered.

Having filed an application with Lincoln-Marti, I hereby authorize and request every person, official, representative of a firm, corporation, association, organization or institution (collectively the "Authorized Persons") having control of any documents, records or other information pertaining to me or relevant to my character and fitness, to furnish the originals or copies of any such documents, records and other information to Lincoln-Marti or any of its representatives and to permit Lincoln-Marti or any of its representatives to inspect and make copies of any such documents, records or other information.

I hereby further authorize the Authorized Persons to answer any inquiries, questions or interrogatories concerning the undersigned which may be submitted to them by Lincoln-Marti or its authorized representative and to give full and complete information concerning the undersigned, including any information furnished by the undersigned. I hereby relinquish any and all rights to receive said information furnished to Lincoln-Marti or its authorized representative.

I hereby release, exculpate and exonerate all Authorized Persons that comply in good faith with the authorization and request made herein from any and all liability of every nature and kind growing out of or in any way pertaining to the furnishing or inspection of such documents, records and other information or the investigation made by Lincoln-Marti.

I understand that this Authorization and Release shall be effective until I have been hired by Lincoln-Marti.

STATE OF Florida
COUNTY OF Miami

Signature of Applicant

Sworn to and subscribed before me this ___ day of _____________, ____ by

__________________________
Signature of Applicant

__________________________
Signature and Seal of Notary Public

__________________________
Name of Notary Public Typed, Printed or Stamped

Check one:

___Personally known OR ___Produced Identification
Name: Claro Luz Quintero  Social Security #: ____________________________

RESTRICTED/PERSONAL DATA

Name: Quintero  Claro  J.  Social Security #: ____________________________

Alias(es): ____________________________________________________________

Address: 210 NW 135TH AVE

City: Miami  State: Florida  Telephone: (786) 657 8653

Date of Birth: [Month] [Day] [Year] 1961  Place of Birth: Santa Clara  Cabo  Cuba

Height: 165  Weight: 160  Color of Hair: Cacio  Color of Eyes: Pardos  Sex: F

Ethnicity: [ ] White/Non-Hispanic  [ ] Black/Non-Hispanic  [ ] Hispanic  [ ] American Indian  [ ] Other

Position Desired: Open

Please be advised that your fingerprints shall be used by the Florida Department of Law Enforcement and the FBI to check for a criminal history. Employment is probationary until the results of the fingerprint checks have been finalized and the probationary period has expired.

Are criminal charges other than minor traffic violations currently pending against you? (DUI is not a minor traffic violation.)

[ ] Yes  [ ] No

Have you ever pled guilty to a criminal offense?

[ ] Yes  [ ] No

Have you ever been convicted in a criminal proceeding?

[ ] Yes  [ ] No

Have you ever been fined as a result of criminal action?

[ ] Yes  [ ] No

Have you ever pled "no contest" and/or no contest in a criminal proceeding?

[ ] Yes  [ ] No

Have you ever been placed on probation for a criminal offense?

[ ] Yes  [ ] No

Have you ever had adjudication withheld (withholding of guilt or innocence by a judge) in a criminal proceeding?

[ ] Yes  [ ] No

Have you ever failed to appear in court and thereby forfeited bond in a criminal proceeding?

[ ] Yes  [ ] No

Have you ever had a sealed or expunged record as a result of a criminal proceeding?

[ ] Yes  [ ] No

If you answered YES to any of the above questions, you must provide an original/certified copy of the disposition(s) for each charge and attach this form.

<table>
<thead>
<tr>
<th>CITY WHERE ARRESTED</th>
<th>STATE</th>
<th>DATE(S) OF ARREST</th>
<th>CHARGE(S)</th>
<th>DISPOSITION</th>
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Have you ever been dismissed from any position?  [ ] Yes  [ ] No

If yes, please explain why and include the name, address, and telephone number of the employer and the name of your supervisor.
I, Clara Luz Quintero, am aware and understand that Lincoln-Marti adheres to numerous policies and procedures which would include but are not limited to:

- Fingerprinting of all employees upon application and employment
- Equal Opportunity Employment and Assignment
- Drug Free Work Place
- Tobacco-Free Work Place
- Probationary Term

I certify that the above entries are true, complete and correct to the best of my knowledge and are made in good faith. I understand that any omission and/or false statement on this form may result in dismissal from employment.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Signature of Applicant

Sworn to and subscribed before me this _____ day of ________________________, _____, by

Signature of Applicant

Signature and Seal of Notary Public

Name of Notary Public Typed, Printed or Stamped

Check one:

_____ Personally known OR _____ Produced Identification
Exhibit “D”
AFFIDAVIT OF GOOD MORAL CHARACTER

State of Florida

Before me this day personally appeared ______________________ who, being duly
sworn, deposes and says:

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with
____________________________________, I affirm and attest under penalty of perjury that I
meet the moral character requirements for employment, as required by the Florida Statutes and rules, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a
plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or
expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any
similar statute of another jurisdiction for any of the offenses listed below:

Relating to:

Section 393.135
Section 394.4593
Section 415.111
Section 741.28
Section 782.04
Section 782.07
Section 782.071
Section 782.09
Chapter 784
Section 784.011
Section 784.03
Section 787.01
Section 787.02
Section 787.025
Section 787.04(2)
Section 787.04(3)
Section 790.115(1)
Section 790.115(2) (b)
Section 794.011
Former Section 794.041
Section 794.05
Chapter 796
Section 798.02
Chapter 800
Section 806.01
Section 810.02
Section 810.14
Section 810.145
Chapter 812
Section 817.563
Section 825.102
Section 825.1025
Section 825.103
Section 826.04
Section 827.03
Section 827.04
Former Section 827.05
Section 827.071
Section 843.01

vehicular homicide
killing an unborn quick child by injury to the mother
assault, battery, and culpable negligence, if the offense was a felony
assault, if the victim of offense was a minor
battery, if the victim of offense was a minor
kidnapping
false imprisonment
luring or enticing a child
taking, enticings, or removing a child beyond the state lines with criminal intent pending custody proceeding
carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or
delivering the child to the designated person
exhibiting firearms or weapons within 1,000 feet of a school
possessing an electric weapon or device, destructive device, or other weapon on school property
sexual battery
prostitution
lewd and lascivious behavior
lewdness and indecent exposure
arson
burglary
voyeurism, if the offense is a felony
video voyeurism, if the offense is a felony
theft and/or robbery and related crimes, if a felony offense
fraudulent sale of controlled substances, if the offense was a felony
abuse, aggravated abuse, or neglect of an elderly person or disabled adult
lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
exploitation of disabled adults or elderly persons, if the offense was a felony
incest
child abuse, aggravated child abuse, or neglect of a child
contributing to the delinquency or dependency of a child
negligent treatment of children
sexual performance by a child
resisting arrest with violence

CONTINUED ON NEXT PAGE
THE FOLLOWING APPLIES ONLY TO THOSE APPLICANTS FOR MENTAL HEALTH POSITIONS

In addition to the Chapter 435, F.S., listed offenses, the following offenses are also applicable for "Mental Health Personnel" screened pursuant to section 394.4572, F.S., defined as program directors, professional clinicians, staff members, or volunteers working in a public or private mental health program or facility who have direct contact with individuals held for examination or admitted for mental health treatment. The additional offenses apply only to "Mental Health Personnel" as determined pursuant to Section 408.809, F.S. as listed below:

Relating to:
- felony offenses contained in Chapter 408
- offers service or skilled service without valid license when licensure is required, or knowingly files a false or misleading license or license renewal application, or submits false or misleading information related to application
- Medicaid provider fraud
- Medicaid fraud
- fraudulent acts through mail, wire, radio, electromagnetic, photoelectric, or photoptical systems
- false and fraudulent insurance claims
- patient brokering
- criminal use of personal identification information
- obtaining a credit card through fraudulent means
- fraudulent use of credit cards, if the offense was a felony
- forgery
- uttering forged instruments
- forging bank bills, checks, drafts or promissory notes
- uttering forged bank bills, checks, drafts, or promissory notes
- fraud in obtaining medicinal drugs
- the sale, manufacture, delivery, or possession with the intent to sell, manufacture, deliver any counterfeit controlled substance, if the offense was a felony.

I also affirm that I have not been designated as a sexual predator pursuant to s. 775.21; a career offender pursuant to s. 775.261; or a sexual offender pursuant to s. 943.0435, unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354.

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at (HOLDS PLACE), in any position that requires background screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

CONTINUED ON NEXT PAGE
I attest that I have read the above carefully and state that my attestation here is true and correct that my record does not contain any of the above listed offenses. I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: ________________________________

Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record. (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: ________________________________

Sworn to and subscribed before me this ___________ 2012.

SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

☐ Affiant personally known to notary

OR

☐ Affiant produced identification

Type of identification produced: ________________________________
Exhibit “E”
Letter issued: September 11, 2012

LINCOLN MARTI SCHOOL - MAIN
904 SW 23rd Ave
Miami, FL 33135

Dear Director:

RE: QUINTEROGONZALEZ, CLARA

THIS DOCUMENTS THE FINAL RESULTS OF A CRIMINAL HISTORY RECORDS CHECK RECEIVED BY THE DEPARTMENT, REQUIRED BY FLORIDA STATUTE FOR THE BELOW STATED PROGRAM.

IF THERE IS A FLORIDA PUBLIC RECORD, IT WILL BE ATTACHED.

PROGRAM AREA: 41 - Day Care

The Department of Children and Families received the complete criminal history records for the above named applicant. Nothing was found in the Department's review that disqualifies the individual from serving in the program or profession for which this screening was requested and is required by law. In some situations, as specified in the law controlling your program, results may be used for other positions.

********************************************************************************** IMPORTANT **********************************************************************************

PLEASE BE ADVISED THAT LOCAL LAW ENFORCEMENT CHECKS WERE NOT INCLUDED IN THE DETERMINATION / PROCESS.

**********************************************************************************

Once this determination is received, the submitting employer has the final decision regarding employment selection/hiring.

Criminal history records information received by the Department for the purpose of adoption will be provided in compliance with appropriate state and federal laws.

This screening remains valid for five years providing the applicant does not have a 90 day break in service and is in compliance with re-screening requirements and updates as required by the regulatory authority of the program. However, the screening is no longer valid if there is an arrest for a disqualifying offense after the “Results Date” found above.

If you have any questions about the screening process, please call me at 305-377-7681.

Sincerely,

Cal Marshall
Screening Coordinator

Mission: Protect the Vulnerable, Promote Strong and Economically Self-Sufficient Families, and Advance Personal and Family Recovery and Resiliency
Exhibit “F”
The Florida Department of Children and Families Certifies

Clara Luz Quintero

Has Completed

"Identifying and Reporting Child Abuse and Neglect (CAAN)"

Training Hours: 4
Continuing Education Units: 0

Certificate No: 4118122

September 07, 2013

Deborah Russo
Director
Child Care Services

MYFLFAMILIES.COM
Exhibit “G”
Date: October 10, 2014

To Whom It May Concern:

A name search of the Miami-Dade Police Department (MDPD) arrest records under the name of:

Name: QUINTERO GONZALEZ, CLARA LUZ
Race/Sex: W/F Date of Birth: 11/07/1961

AKA:
MDPD Criminal Identification Number
☒ No Local Record
☐ Criminal Registration Only/No Local Record

☐ Local Felony Arrest Record(s)
☐ Copy on File
☐ Copy Not on File

☐ Local Misdemeanor Arrest Records(s)
☐ Copy on File
☐ Copy Not on File

☐ Local Traffic Arrest Records(s)
☐ Copy on File
☐ Copy Not on File

☐ Other Local Agency Arrest Records(s)

Disposition Contact: (305) 275-1155
Felon Division
1351 NW 12 Street
Miami Florida 33125

Disposition Contact: (305) 275-1155
Misdemeanor Division
1351 NW 12 Street
Miami Florida 33125

Disposition Contact: (305) 275-1111
Traffic Division
1351 NW 12 Street, Room 124
Miami Florida 33125

Civil Division (305) 275-1155
73 W. Flagler Street
Miami Florida 33142

Case Numbers:

Comments:

Date: 10/10/2014 Researched by (Name/Title): R. NELSON
Print and Sign

Date: 10/10/2014 Prepared by (Name/Title): R. NELSON
Print and Sign

NOTE: Not valid unless the seal of the MDPD is affixed. The MDPD is prohibited from disclosing the existence of juvenile records. Therefore, if “No Local Record” is indicated, there may be associated with the above name that have been arrested in a jurisdiction other than Miami-Dade County. The Florida Department of Law Enforcement may not disclose information related to criminal history for contacting at 1-800-342-0820.
Exhibit “H”
POLICY REGARDING CORPORAL PUNISHMENT

This purpose of this document is to remind all LINCOLN-MARTÍ employees that any type of corporal punishment or physical contact as a tactic for imposing discipline is absolutely prohibited.

It is the responsibility of the teacher/instructor to establish and maintain discipline and respect within his or her respective group. However said discipline shall never be imposed through means that may be interpreted to be physically or mentally abusive as this is contrary to the law and to the established policies of LINCOLN-MARTÍ.

Any incident where a lack of discipline rises to a level beyond that which can be effectively dealt with by the teacher/instructor in accordance with this policy shall be immediately reported to the person in charge at the facility. LINCOLN-MARTÍ will support its staff in carrying-out disciplinary measures as long as these follow established societal, educational and legal norms and at no time will LINCOLN-MARTÍ support physical contact or outmoded punishments that may inflict mental trauma upon the student.

Strict observance of this policy is mandatory.

Please sign at the bottom to reflect your understanding of this policy and your commitment to abide by it.

POLITICA RESPECTO AL CASTIGO CORPORAL

El propósito de este documento es recordarle a todos los empleados de LINCOLN-MARTÍ que cualquier tipo de castigo corporal o contacto físico como manera e imponer orden o disciplina es absolutamente prohibida.

Es la responsabilidad del maestro/instructor establecer y mantener la disciplina y el respeto dentro de su grupo. No obstante, tal disciplina nunca se debe imponer a través de medios que pudieran llegar a entenderse como física o mentalmente abusivos dado que esto es contrario a la ley y a la política de LINCOLN-MARTÍ.

Cualquier incidente en el cual una falta de disciplina llegue a un nivel más allá del cual el maestro/instructor pueda atenderlo debidamente, se le debe inmediatamente reportar a la persona a cargo del centro. LINCOLN-MARTÍ apoyará a sus empleados en el establecimiento de la disciplina siempre y cuando esta labor conforme con las normas establecidas por la ley, por la educación y por nuestra sociedad. En ningún momento LINCOLN-MARTÍ apoyará cualquier uso de fuerza o contacto físico ni tampoco el uso de penitencias desusadas que pudieran contribuir a crear una trauma en la persona afectada.

Es imprescindible seguir esta política estrictamente.

Favor firmar abajo para indicar su entendimiento de esta política y su compromiso a seguirla.

Date / Fecha: 9/4/12

Name / Nombre: Clara Quintero

Witness Signature / Firma de Testigo
Exhibit “I”
Pursuant to notice, a final hearing was conducted in this case on November 8, 2011, in New Port Richey, Florida, before Administrative Law Judge R. Bruce McKibben of the Division of Administrative Hearings.

APPEARANCES

For Petitioner: Robert C. Burnette, Esquire
Law Offices of Robert C. Burnette, P.A.
5522 Gall Boulevard
Zephyrhills, Florida 33542

For Respondent: Alicia Victoria Gonzalez, Esquire
Department of Children and Families
9393 North Florida Avenue, Suite 902
Tampa, Florida 33612

STATEMENT OF THE ISSUE

The issue in this case is whether Respondent violated provisions of Florida Statutes and Florida Administrative Code
relating to the operation of a child care facility, and, if so, whether sanctions should be imposed.

PRELIMINARY STATEMENT

Respondent, Department of Children and Families (hereinafter the "Department"), filed an Administrative Complaint against Petitioner, Lil' Stars Learning Center, Inc., d/b/a Lil' Stars Learning Center (the "Center"), dated July 22, 2011. The Administrative Complaint alleged violations of regulations governing the operation of a child care facility. There were four alleged incidents contained in the Administrative Complaint. The Department found that the cumulative violations warranted imposition of an administrative fine and conversion of the Center's license to a probationary status. The Center filed a response to the Administrative Complaint which was accepted by the Department as a Petition for Formal Administrative Hearing. The Administrative Complaint and response were forwarded to the Division of Administrative Hearings and assigned to the undersigned Administrative Law Judge.

At the final hearing, the Department offered the testimony of six witnesses: Toni Dye; Rebecca Conner; Donna Richey, counselor for the Department; Judy Doyle, licensing supervisor for the Department; Rhonda Gollhardt, principal owner of the Center; and Tracy Clemmer, teacher at the Center. The
Department's Exhibits 1 through 9 were admitted into evidence. The Center called one additional witness: Robin Kirk, co-owner of the Center along with her mother, Rhonda Gollhardt. The Center did not offer any additional exhibits into evidence.

The undersigned was advised that a transcript of the final hearing would be ordered. Because of scheduling issues concerning the upcoming holidays, the parties agreed to file their proposed findings of fact and conclusions of law by December 12, 2011. However, the Transcript of the proceeding was not filed at DOAH until December 8, 2011, so the parties requested and received ten additional days to file their proposed recommended orders. The Department and the Center each timely filed Proposed Recommended Orders. Each was duly considered in the preparation of this Recommended Order.

**FINDINGS OF FACT**

1. The Department is the government agency responsible for licensing, inspecting, and monitoring child care facilities in Florida. At all times subject hereto, the Department was operating according to its statutory mandates.

2. The Center is a child care facility located at 5034 18th Street, Zephyrhills, Florida. It operates under License No. C06PA0156 and is licensed for a maximum capacity of 67 students. The Center has been operating for approximately
five years. It is owned by Ms. Gollhardt and her daughter, Ms. Kirk.

3. On July 22, 2011, the Department issued an Administrative Complaint against the Center. The Administrative Complaint contained allegations concerning four separate incidents over a four-month period, from September 2010 to January 2011. The incidents, as set forth in pertinent part from the Administrative Complaint, are as follows:

a. On August 5, 2010, G.H., a staff member, was observed by another staff member to have slapped K.L., a three (3) year old child, across the face. Another staff member heard the incident and the child crying subsequent to the slapping.

b. On October 6, 2010, a four (4) year old child, B.G., had been spitting on other children and had previously been disciplined for his inappropriate behavior. The child continued to spit and R.G., the owner/director, sprayed the child in the face with the liquid from a bottle that was being used to sanitize the tables. The liquid in the bottle was diluted bleach and water. R.G. stated the
solution was 3 table spoons [sic] bleach to 5 gallons water.

c. After conducting an investigation of an incident on November 29, 2010, it was determined that a staff member, T.C., used her hands to press down on a two (2) year old child's forearms to keep the child from getting up from the time out chair.

d. On January 24, 2011, D.L., a five (5) year old child, had an accident and the owner/director needed to change his underwear. The child threw a fit because he wanted [sic] boxers and the facility did not have boxers to put on him. After conducting an investigation[,] it was determined that struggle [sic] the owner/director, R.G., had been observed dragging the child by the arms across the floor.

4. A complaint form was drafted for each of the four incidents after the Department finished its investigation for each incident. The complaints were provided to the Center for review, and the Center signed an acknowledgement that it had received each of the complaints.
5. After the first incident (the slapping of a child), the Department issued an Administrative Warning Notification dated September 22, 2010. The warning advised the Center that the incident was the first Class II violation against the Center within a two-year period. The Center was warned that another Class II violation within two years would result in a fine in the amount of $50.00. The warning did not include a process for the Center to appeal or contest the Department’s findings.

6. After the second incident (the spray bottle), the Department issued a Notice of Administrative Action dated October 13, 2010. The Notice advised the Center that the incident constituted the second Class II violation within a two-year period and of the Department’s "intent to impose an administrative fine as a result of this repeat Class II violation." The Notice advised the Center that it would receive a formal administrative complaint imposing the fine and that upon receipt of the administrative complaint, the Center would have 21 days to either pay or appeal the fine. According to the Department’s witness, the action taken by the staff member constituted a "physical form of discipline that could have caused the child to be harmed."

7. Following the third incident (teacher holding child in a chair), the Department issued another Notice of Administrative Action, this one dated November 30, 2010. This Notice advised
the Center that the Department intended to issue an
Administrative Complaint imposing a fine commensurate with a
third Class II violation within a two-year period. The Notice
had the same language as the prior Notice concerning appeal
rights.

8. Finally, after the fourth incident (the soiled boy),
the Department issued yet another Notice of Administrative
Action dated January 25, 2011. This final Notice advised the
Center that the Department intended to impose a fine and to
change the Center’s license to probationary status. The Notice
also advised that another Class II violation “within [two] years
from the date of this report” would result in the Center’s
license being suspended, denied, or revoked. The Notice again
stated that an Administrative Complaint would be issued from
which an appeal could be taken within 21 days.

9. On July 22, 2011, the Department issued its promised
Administrative Complaint setting forth allegations as to each of
the four incidents. The Administrative Complaint provided the
Center its first opportunity to contest or challenge the
allegations set forth in the four previous notices or warnings.
The Center timely filed a request for formal administrative
hearing to contest the Department’s findings.
10. The four incidents will be discussed more fully below, including the Department's basis for its findings and the Center's explanation, mitigation or other response.

**Incident No. 1--Slapping a child**

11. This incident occurred on Thursday, August 5, 2010, while Ms. Gollhardt and Ms. Kirk were both out of town on family matters. A teacher, Gayla, was observed by another teacher slapping a child's face. The second teacher immediately contacted the owners via cell phone to report what had happened. Ms. Gollhardt had the observing employee do a written statement and place it in Ms. Gollhardt's lock box for safe keeping. Then Ms. Gollhardt verified that Gayla had left the Center for the day. **Ms. Gollhardt returned to the Center and looked into the matter.** She directed Gayla not to report back to work and then called the Department's abuse hotline to self-report the incident. **Ms. Gollhardt then contacted Ms. Richey, the Department's counselor assigned to the Center.** Ms. Richey came to the Center on the following Tuesday and conducted her own investigation of the matter.

12. When it became clear that the incident had indeed occurred as reported, **Ms. Gollhardt terminated Gayla's employment at the Center.** From the day of the incident until she was terminated, Gayla had not been allowed back into the Center.
13. The Department found out about this incident in two ways: First, a Child Protection Investigator ("CPI") notified Ms. Richey after the initial hotline call made by Ms. Gollhardt, i.e., after the Center self-reported the incident. Second, when Ms. Gollhardt contacted Ms. Richey directly to report the incident.

14. There was no testimony from the parents of the child or from the terminated employee.

**Incident No. 2—the Spray Bottle**

15. As set forth in the Administrative Complaint, the child at issue, B.G., had been disciplined previously for spitting on other students. Ms. Gollhardt had written reports about B.G.'s behavior and sent the reports home with B.G. However, B.G.'s parents never responded to the reports or made any effort to discuss his behavior with the Center.

16. On October 6, 2010, B.G. was again spitting on other children. Ms. Gollhardt tried to prevent B.G. from doing this by holding him in her lap as she sat and read a story to a group of students. This worked until the story was over and the students got up from the carpeted reading area. At that time, B.G. spat on another child. Ms. Gollhardt, who was standing nearby and holding a bottle in her hand, sprayed a mist towards B.G., who was three or four feet away, i.e., on the other side of a toy shelf from Ms. Gollhardt. Her intent was to get his
attention and to show him that it was uncomfortable to have liquid of any kind involuntarily foisted upon you.

17. The bottle was apparently set on a "mist" mode and there is insufficient evidence as to whether the liquid actually touched B.G. or not. The liquid was contained in a bottle that had been used to sanitize tables at the Center. The bottle contained water and bleach, but there is no competent evidence as to the ratio of the mixture. The Administrative Complaint alleges that Ms. Gollhardt said that the mixture was three tablespoons of bleach to five gallons of water, but that is the only evidence concerning the mixture. Nor was there any testimony provided as to the potential harm to a person that such a mixture might cause. If the mixture was as reported, there would seem to be a very minimal amount of bleach in the misted spray.

18. Ms. Gollhardt prepared an incident report to show to B.G.'s parents, but she was not at the Center when they picked him up on the day of the incident. The next morning, when B.G.'s father dropped him off at school, Ms. Gollhardt told him what had happened and showed him the incident report. The father examined the contents of the spray bottle and indicated that no further action would be necessary. Later that day, Ms. Gollhardt advised the parents that if B.G. did not stop this behavior, they would have to find another place for him to go.
The mother took great exception to this admonition, so she reported the incident to the Department. B.G.'s mother thereafter withdrew B.G. from the Center, and he has never returned.

19. While spraying a water and bleach mixture at a child is never a good idea and is not condoned, it does not rise to the level of a punishment or discipline of the child.

Incident No. 3--The Crying Chair

20. The Center utilizes two different methods of dealing with children who are disruptive or act inappropriately. The Center uses the "time out" method, wherein they place a child in a designated place for a specified period of time so the child has an opportunity to think about their behavior. The Center also employ a "crying chair," which is a chair to which a crying child is directed to sit until they stop crying. The children apparently understand that they can get up from the chair as soon as they stop crying. The Center says the crying chair is a very effective tool.

21. On November 29, 2010, a small, just-turned-two-year-old child (referred to as "Lisa"--not her real name) came to the Center late. She had been at a doctor's appointment with her grandmother and arrived at the Center at the time her class was playing on the playground. "Lisa" was upset that she could not stay with her grandmother and was crying and unruly when her
mother left. After failing in her efforts to calm "Lisa" down, her teacher, Ms. Clemmer, placed "Lisa" in a crying chair on the covered porch adjacent to the playground. "Lisa" got up from the chair three or four times and continued to cry and act out.

22. Ms. Clemmer placed "Lisa" back in the chair each time she got out and remembers that she "may have" placed her hands on "Lisa" when she directed her back to the chair. Ms. Clemmer does not remember any one return to the chair to be different from the others. Ultimately, "Lisa" calmed down, hugged Ms. Clemmer and went off to play with her classmates.

23. Meanwhile, Ms. Dye was parked across the street from the Center waiting for her daughter's school bus to arrive. Ms. Dye said that children were not usually out on the playground when she picked up her daughter, but they were on this day. She was parked approximately 25 yards (75 feet) from the playground area. Ms. Dye does not remember any posts or other items obstructing her view. She does not remember a porch or covered area next to the playground. Upon hearing shouts or other noises, Ms. Dye turned to watch what was happening on the playground. Ms. Dye observed a little girl sitting in a chair and interacting with a teacher. The little girl got up from the chair three or four times, but each time a teacher would direct her back to the chair. The little girl seemed to be trying to
go over to a plastic playhouse where other children were playing. This interaction went on for ten or 15 minutes.

24. Ms. Dye remembers that the last time the teacher brought the girl back to the chair, she "may have" yelled at the girl. Then, the teacher grabbed the child's upper arm, pulled her across the playground, and placed her roughly into the chair. She could not tell exactly, but it looked to Ms. Dye like the teacher may have pulled the student's ponytail, jerking her head backwards. Ms. Dye does not believe that what she observed was a teacher attempting to keep an unruly child from hurting herself.

25. Ms. Dye reported the incident to the Department. Ms. Richey, a CPI, and a police officer were dispatched to the Center to investigate the allegations. When they came to the Center, they identified the victim as a black child with a ponytail. Ms. Gollhardt said she had no children with ponytails and only one black child in the two-year-old age group. She offered to wake the child from her nap, but the investigators said not to do so. The investigators eventually talked with Ms. Clemmer and with the child's mother. Ms. Richey remembers Ms. Clemmer being very nervous and saying that she placed a child in time out for not behaving properly.

26. Ms. Clemmer remembers the incident a little differently than reported by Ms. Dye. She says that when "Lisa"
was dropped off by her grandmother, the child was having extreme separation anxiety. Ms. Clemmer tried to calm "Lisa" by holding her and walking out to the fence so "Lisa" could wave goodbye to her grandmother. That didn't work. After "Lisa" continued screaming and crying, Ms. Clemmer took her to the crying chair, with which "Lisa" was familiar. The chair was located on a covered patio adjacent to the playground area.

27. "Lisa" kept "flopping out of the chair" and running across the playground. Each time, Ms. Clemmer would redirect her back to the chair and try to calm her down. She does not remember any one of the interactions with "Lisa" to be more forceful or different from any other. The last time she sat "Lisa" down, however, Ms. Clemmer remembers placing her hand in the chair between Lisa's legs to prevent "Lisa" from flopping out of the chair.

28. Eventually, "Lisa" had had enough crying and stopped being upset. She went over and hugged Ms. Clemmer, then ran off to play with the other children. That was the end of the matter. "Lisa" is still a student at the Center. Incidentally, "Lisa" is a child of mixed races (African-American and Caucasian); she has very short hair and does not have a ponytail.

29. Ms. Clemmer holds an early childhood associate certificate, obtained after a six-month course of study. Her
testimony was credible, and she appears to have the interests of her students as a priority.

30. Based on the foregoing facts, there is no evidence that Ms. Clemmer "used her hands to press down on a two (2) year old child's forearms to keep the child from getting up from the time out chair" as alleged in the Administrative Complaint.

Incident No. 4--The Boy with Soiled Pants

31. On January 24, 2011, D.L., a five-year-old boy, was playing on the playground when he announced an immediate need to go to the bathroom. His teacher, Susan, took him inside to use the toilet. However, before getting to the bathroom, D.L. had a small bowel movement and soiled his pants.

32. Susan and D.L. remained in the bathroom for a while and then Susan came out to report that D.L. was "having issues." Ms. Gollhardt then went in to see if she could help. She found the little boy screaming and fussing, upset, and refusing to cooperate. Ms. Gollhardt began to try to calm the boy down. D.L. was upset because he had been wearing boxer shorts and wanted a new pair to replace the ones he had soiled. Unfortunately, his cubicle did not contain any clean boxers. Instead, Ms. Gollhardt offered D.L. a pair of his brother's underwear, but they were briefs, and D.L. wanted no part of them. She also offered D.L. his own soiled underwear, because they were only slightly soiled and gave him the option of
wearing a pair of his sister's pull-ups. He wanted none of those.

33. As Ms. Gollhardt continued to try to reason with D.L., he became more agitated and upset. He tried to crawl behind the toilet and began kicking and hitting at Ms. Gollhardt. Ms. Gollhardt was eventually able to dress D.L. (although it is unclear which pair of underwear was placed on him). Then Ms. Gollhardt picked up D.L., wrapping her arms around him as he faced away from her and carried him out of the bathroom. As they left the bathroom, D.L. reached up and knocked Ms. Gollhardt's glasses off her face. When she bent down to retrieve her glasses, D.L. began to kick her.

34. At that point, D.L. dropped to the ground in a sitting posture and refused to move. Ms. Gollhardt gathered her glasses and reached down, grabbing D.L.'s arm. When D.L. refused to get up, Ms. Gollhardt slid him across the floor as she held him by his arm. They went into a classroom where D.L. could be watched by another teacher and closed the door. Then Ms. Gollhardt came out of the room and left the door open as she placed a call to D.L.'s parents.

35. While this was going on, Ms. Conner, another child's parent, arrived at the Center to retrieve her infant child. She saw D.L. in the bathroom kicking and screaming as Ms. Gollhardt attempted to dress him. She saw Ms. Gollhardt dragging D.L.
three or four feet across the floor by his arm as D.L. whimpered. She remembers them going into a classroom and Ms. Gollhardt closing the door. She does not remember the door being re-opened as Ms. Golldardt made the phone call.

36. After placing D.L. in the classroom, Ms. Gollhardt called his mother to come and get him at the Center. D.L.'s mother arrived shortly and discussed the situation with Ms. Gollhardt. She then talked calmly with D.L. and had him apologize to Ms. Gollhardt for his bad behavior. D.L. apologized and then hugged Ms. Gollhardt. D.L. and his four siblings are still students at the Center.

37. Ms. Conner's testimony is somewhat suspect. She had been admonished by Ms. Gollhardt just prior to this incident for being behind on her child's tuition payments. Despite the alleged incident, Ms. Conner kept her infant and one other child at the Center until August of this year (2011). Further, Ms. Conner appears to have initially told the Department's investigator a different story, i.e., that Ms. Gollhardt dragged D.L. across the floor all the way from the bathroom into another classroom.

The Center's Discipline Policy

38. The Center has a policy concerning how it will administer discipline to its students. Each teacher is expected to comply with the policy. Each student's parent(s) must
acknowledge receipt and review of the policy. It is the intent of the Center that its discipline policy be consistent with the Department's Basic Guidance and Discipline protocols.

39. The Department's protocols distinguish between discipline and punishment. Discipline includes tools and actions used to teach a child a lesson or to redirect their behavior. Punishment is "more of a consequence" of a child's behavior and is used to control a child. Or, as stated by the Department's licensing supervisor, "punishment is an action that is taken by a caregiver in response to a bad choice. And it's a consequence of some kind of bad inappropriate behavior that a child is engaged in." There is no published definition of the distinction between discipline and punishment in the Department's rules, and its witnesses acknowledged there is a fine line between the two.

40. According to the Center's policies, discipline is not to be associated with food, rest, or toileting. Nor should discipline be severe, humiliating, or frightening. Spanking or other forms of physical punishment are not to be used by a teacher.

Enforcement of the Law

41. The Department utilizes progressive enforcement when citing child care facilities for violations of statutes and rules. When looking at violations, there are three classes of
violations to be considered: Class I violations are those which may endanger a child's life; they are the most severe. Class II violations address disciplinary actions, teacher-to-student ratios, and other practical aspects of operating a child care facility. Class III violations are those relating to paperwork or other less harmful matters.

42. When looking at Class II violations, the Department will assign a progressively more serious sanction when multiple violations occur within a two-year period. For example, a single Class II violation may warrant only a warning; a second Class II within a two-year period will result in a fine. Four Class II violations within a two-year period will result in a license being placed under probationary status. Five violations during a two-year period can result in denial or suspension of the license.

43. The effect of a probationary license is serious. A facility with a probationary license is required to post its violation citations on the wall of its facility. A facility is not allowed to advertise while it is on probation. Facilities under probation forfeit their connection to the Early Learning Coalition (the "Coalition"), the entity that provides payment or subsidies for low-income families to place their children in a licensed day care facility.
44. Ms. Kirk cooperated with the Department concerning its investigation into the four alleged incidents. She provided names of witnesses and even offered written statements from eyewitnesses. The Department did not accept the written statements, saying their investigation was complete. No further explanation was provided by the Department as to why they would not review additional information that may have led them to a more informed conclusion.

45. Instead, the Department warned Ms. Kirk that the Center had better "straighten up" or they would be facing more severe sanctions. Ms. Kirk says that a Department representative told her the Department had talked with the Coalition. According to the representative, the Coalition said it had received numerous complaints about the Center and that the Center was not cooperating with the Coalition.

46. Ms. Kirk was concerned about those comments. About one half of the Center's students are receiving subsidies through the Coalition. Loss of connection to the Coalition would be an extreme hardship for the Center. Ms. Kirk contacted the Coalition to find out if there was indeed a problem of some kind. Neither Ms. Kay Williams, the voluntary pre-kindergarten representative at the Coalition, nor her supervisor, Kim Bergeau (phonetically spelled), could verify that any complaints had
been received concerning the Center. The Center has not been contacted directly by the Coalition about any complaints.

47. Each of the four incidents discussed above was investigated by the Department, by CPI, and by local law enforcement. No evidence as to the findings or conclusions by CPI or law enforcement was entered into evidence as support for the Department's position, so there is no independent corroboration that the incidents occurred as alleged.

CONCLUSIONS OF LAW

48. The Division of Administrative Hearings has jurisdiction over the parties to and the subject matter of this proceeding pursuant to sections 120.569 and 120.57(1), Florida Statutes (2011). Unless specifically stated otherwise herein, all references to Florida Statutes will be to the 2011 version.

49. The Department is mandated to protect the health, safety, and well-being of the children of the State of Florida and to promote the safe physical, intellectual, motor and social development of children in the care of others. § 402.26, Fla. Stat. Section 402.305 requires the Department to establish, by rule, licensing standards for child care facilities, including standards "designed to address the . . . safety . . . for all children in child care." § 402.310(1). That section also charges the Department with the responsibility of administering the child care/day care licensing program. Id.
50. In cases where a state agency makes allegations that an applicant or licensee engaged in wrongdoing, the burden is on the Department to prove the wrongdoing. Dep't of Banking & Fin. v. Osborne Stern & Co., 670 So. 2d 932, 934 (Fla. 1996). Factual findings based on record evidence must be made indicating how the alleged conduct violates the statutes, or rules, or otherwise justifies the proposed sanctions. Mayes v. Dep't of Child. & Fam. Serv., 801 So. 2d 980, 982 (Fla. 1st DCA 2001).

51. The standard of proof in this case is clear and convincing evidence, because the Department is seeking to discipline the Center and take action detrimental to the Center's license, thus, making it penal in nature. Ferris v. Turlington, 510 So. 2d 292 (Fla. 1987).

52. The clear and convincing evidence standard is greater than the preponderance of the evidence standard used in most administrative proceedings. The clear and convincing standard is quite stringent. It has been described as follows:

[C]lear and convincing evidence requires that the evidence must be found to be credible; the facts to which the witnesses testify must be distinctly remembered; the testimony must be precise and explicit and the witnesses must be lacking in confusion as to the facts in issue. The evidence must be of such weight that it produces in the mind of the trier of fact a firm belief or conviction, without hesitancy, as to the
truth of the allegations sought to be established.

Slomowitz v. Walker, 429 So. 2d 797, 800 (Fla. 4th DCA 1983).

53. Accordingly, the Department must have proven that each of the allegations is true by the presentation of distinctly remembered, precise, explicit, and clear testimony. The only violation proven by the Department by clear and convincing evidence in this case is the one addressing a teacher slapping a student. It is clear that that incident, reported by the Center itself, did occur.

54. Facts as to the other incidents were not proven by clear and convincing evidence. The eyewitness accounts were not distinctly remembered or free of confusion. Neither Ms. Dye, nor Ms. Conner, provided testimony which produced in the mind of this finder of fact a firm belief or conviction as to the truth of the allegations. Neither Ms. Dye's across-the-yard observations, nor Ms. Conner's potentially retaliatory testimony, was totally credible. Further, each of them had memories of the situations they viewed which were inconsistent with other witnesses' first-hand accounts.

55. Other than the allegations themselves as set forth in the Administrative Complaint, the Department did not provide any persuasive evidence as to the facts surrounding each allegation. For example, there was no confirmation of wrongdoing by any
other agency which investigated the incidents. There was no testimony by the parents of the children involved in the alleged incidents. The Department did not satisfy the clear and convincing evidence standard.

56. Section 402.310 addresses discipline which may be imposed against a child care facility for failure to conform with licensing requirements and states in pertinent part:

(1)(a) The department or local licensing agency may administer any of the following disciplinary sanctions for a violation of any provision of ss. 402.301-402.319, or the rules adopted thereunder:

1. Impose an administrative fine not to exceed $100 per violation, per day. However, if the violation could or does cause death or serious harm, the department or local licensing agency may impose an administrative fine, not to exceed $500 per violation per day in addition to or in lieu of any other disciplinary action imposed under this section.

2. Convert a license or registration to probation status and require the licensee or registrant to comply with the terms of probation. A probation-status license or registration may not be issued for a period that exceeds 6 months and the probation-status license or registration may not be renewed. A probation-status license or registration may be suspended or revoked if periodic inspection by the department or local licensing agency finds that the probation-status licensee or registrant is not in compliance with the terms of probation or that the probation-status licensee or registrant is not making sufficient progress toward compliance with ss. 402.301-402.319.
3. Deny, suspend, or revoke a license or registration.

(b) In determining the appropriate disciplinary action to be taken for a violation as provided in paragraph (a), the following factors shall be considered:

1. The severity of the violation, including the probability that death or serious harm to the health or safety of any person will result or has resulted, the severity of the actual or potential harm, and the extent to which the provisions of ss. 402.301-402.319 have been violated.

2. Actions taken by the licensee or registrant to correct the violation or to remedy complaints.

3. Any previous violations of the licensee or registrant.

57. Florida Administrative Code Rule 65C-20.012 identifies the Department's treatment of violations of its licensing rules for child care facilities. The rule states in pertinent part:

(1) Definitions.

* * *

(d) "Violation" means a finding of noncompliance by the department or local licensing agency with a licensing standard.

* * *

2. "Class II Violation" is the second or subsequent incident of noncompliance with an individual Class II standard as described on CF-FSP Form 5318 and CF-FSP Form 5317. Class II violations are less serious in nature than Class I violations and could be anticipated to pose a threat to the health,
safety or well-being of a child, although
the threat is not imminent.

* * *

(3) Disciplinary Sanctions.

(a) Enforcement of disciplinary sanctions
shall be applied progressively for each
standard violation. In addition, providers
will be offered technical assistance in
conjunction with any disciplinary sanction.
The department shall take into consideration
the actions taken by the facility to correct
the violation when determining the
appropriate disciplinary sanction.

(b) Each standard violation has an
assigned classification based on the nature
or severity of the violation(s) as
identified within CF-FSP Form 5318 and
CF-FSP Form 5317.

(c) A violation of a Class II standard
that results in death or serious harm to a
child shall escalate to a Class I violation.

* * *

(e) Disciplinary sanctions for licensing
violations that occur within a two (2) year
period shall be progressively enforced as
follows:

* * *

2. Class II Violations.

a. For the first violation of a Class II
standard, the department shall issue a
formal warning letter stating the
department's intent to take an
administrative action if further violations
of the standard occur. The violation will
be classified as "Technical Support."
b. For the second violation of the same Class II standard, the department shall issue an administrative complaint imposing a fine for $50 for each violation. This violation, and subsequent violations, of the same standard within a two year period will be classified as "Class II."

c. For the third violation of the same Class II standard, the department shall issue an administrative complaint imposing a fine of $60 per day for each violation.

d. For the fourth violation of the same Class II standard, the department shall issue an administrative complaint placing the provider's license on probation status for a period not to exceed six months, and the department shall also issue an administrative complaint imposing an additional fine of $75 per day for each violation.

58. The Department has not proven any violations of standards by clear and convincing evidence beyond the first incident, the slapping of a child. Inasmuch as the other violations were not proven, the progressive discipline standards are not operative in this matter.

59. It is then only necessary to determine the appropriate fine for the one violation which was proven. The Center's response to the incident is a clear indication that it acted appropriately and quickly to prevent any recurrence of such an event. It is also evident that the teacher who slapped the child acted outside the policies established by the Center. That is, her behavior was that of a rogue employee and is not
evidence of wrongdoing by the Center. The letter of warning imposed by the Department is the correct sanction for that violation. No further monetary sanction is warranted.

RECOMMENDATION

Based on the foregoing Findings of Fact and Conclusions of Law, it is

RECOMMENDED that a final order be entered by Petitioner, Department of Children and Families, upholding the issuance of the letter of warning against Respondent, Lil’ Stars Learning Center, Inc., d/b/a Lil’ Stars Learning Center, but dismissing the other allegations in their entirety.

DONE AND ENTERED this 30th day of December, 2011, in Tallahassee, Leon County, Florida.

R. BRUCE MCKIBBEN
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060
(850) 488-9675
Fax Filing (850) 921-6847
www.doah.state.fl.us

Filed with the Clerk of the Division of Administrative Hearings this 30th day of December, 2011.
Ms. Richey, however, testified that she had been the Center's licensing coordinator for ten years. Apparently, the Center operated under previous management. Ms. Kirk testified that she and her mother bought the Center in December 2007.

The Department conceded at final hearing that the Notice was in error. It should not have said that any subsequent Class II violation within two years of the report would result in the further sanctions, but that a fifth violation within two years of the first violation could result in sanctions.

ENDNOTES

1/ Ms. Richey, however, testified that she had been the Center's licensing coordinator for ten years. Apparently, the Center operated under previous management. Ms. Kirk testified that she and her mother bought the Center in December 2007.

2/ The Department conceded at final hearing that the Notice was in error. It should not have said that any subsequent Class II violation within two years of the report would result in the further sanctions, but that a fifth violation within two years of the first violation could result in sanctions.

COPIES FURNISHED:

David Wilkins, Secretary
Department of Children and Families
Building 1, Room 202
1317 Winewood Boulevard
Tallahassee, Florida 32399-0700

Drew Parker, General Counsel
Department of Children and Families
Building 1, Room 202
1317 Winewood Boulevard
Tallahassee, Florida 32399-0700

Gregory D. Venz, Agency Clerk
Department of Children and Families
Building 2, Room 204A
1317 Winewood Boulevard
Tallahassee, Florida 32399-0700

Robert C. Burnette, Esquire
Law Office of Robert C. Burnette, P.A.
5522 Gall Boulevard
Zephyrhills, Florida 33542

Alicia Victoria Gonzalez, Esquire
Department of Children and Families
9393 North Florida Avenue, Suite 902
Tampa, Florida 33612
NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions within 15 days from the date of this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the Final Order in this case.
STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILIES

Petitioner,          CASE NO. 11-4508  

v.                  RENDITION NO. DCF-12-147-FO

LIL' STARS LEARNING CENTER, INC.,  
d/b/a LIL' STARS LEARNING CENTER,  

Respondent.  

FINAL ORDER  

THIS CAUSE is before me for entry of a final order. The recommended order concludes the Department proved one of four instances of alleged inappropriate child discipline at respondent's child care facility, such that the Department should issue an administrative warning but impose no sanction. No exceptions to the recommended order were filed.

The recommended order is approved and adopted.

Accordingly, the July 22, 2011, administrative complaint is rescinded as to the incidents alleged to have occurred on October 6 and November 29, 2010, and January 24, 2011.

DONE AND ORDERED at Tallahassee, Leon County, Florida, this 9th day of April, 2012.

David E. Wilkins, Secretary

Filed April 10, 2012 3:19 PM Division of Administrative Hearings
RIGHT TO APPEAL

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO JUDICIAL REVIEW WHICH SHALL BE INSTITUTED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF THE DEPARTMENT OF CHILDREN AND FAMILIES, AND A SECOND COPY ALONG WITH FILING FEE AS PRESCRIBED BY LAW, IN THE DISTRICT COURT OF APPEAL WHERE THE APPELLANT RESIDES, OR IN THE FIRST DISTRICT COURT OF APPEAL. REVIEW PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THE FLORIDA RULES OF APPELLATE PROCEDURE. THE NOTICE OF APPEAL MUST BE FILED WITHIN 30 DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

Copies furnished:

Alicia Victoria Gonzalez
Assistant Regional Counsel
Department of Children and Families
9393 North Florida Ave., Suite 902
Tampa, FL 33612

Claudia Llado, Clerk
Division of Administrative Hearing
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, FL 32399-3060

Robert C. Burnette
Law Offices of Robert C. Burnette, P.A.
5522 Gall Boulevard
Zephyrhills, FL 33542

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of this final order was provided to the above-named individuals electronically or by U.S. Mail, this __ day of __________, 2012.

Gregory D. Mertz, Agency Clerk
Department of Children and Families
1317 Winewood Blvd.
Bldg. 2, Rm. 204
Tallahassee, FL 32399-0700
Ph: (850) 488-2381
Early Learning Coalition Review for Executive Leadership Team

October 05, 2016

Sweet Angels Academy Corp - C11MD1473
3265 NW 14 Terrace Miami, FL 33125

**Action Requested:** The Coalition has made the decision to terminate your School Readiness Contract for the 2016-2017 program year. Information has come to our attention regarding the Provider who knowingly claimed attendance on a child for services that were not rendered from October 2014 through February 2016.

---

**Background**

<table>
<thead>
<tr>
<th>Sweet Angels Academy Corp</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Center’s Capacity: 93</td>
</tr>
<tr>
<td>• Provider has been contracted with the ELC since 2013-2014</td>
</tr>
<tr>
<td>• SR is Active</td>
</tr>
<tr>
<td>• Children enrolled for SR: 143</td>
</tr>
<tr>
<td>• No accreditations</td>
</tr>
<tr>
<td>• No previous violations</td>
</tr>
<tr>
<td>• 2015-2016 reimbursements: SR = $ 499,676.52</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 12, 2016: Fiscal Review Childcare Facility Monitoring</td>
</tr>
<tr>
<td>Loss prevention audited the learning facility and according to the Provider’s Statewide School Readiness contract agreement, the Provider is in breach of the contract for the following items:</td>
</tr>
<tr>
<td>• (8) Child Enrollment, Florida Statute 1002.87</td>
</tr>
<tr>
<td>• (11) General Health and Safety, Florida Statute 402.305</td>
</tr>
<tr>
<td>• (20) Sign-In/Sign-Out Process, Florida Statue 1002.84</td>
</tr>
<tr>
<td>• (21) Child Absences, Florida Statute 1002.87(8)</td>
</tr>
<tr>
<td>• (49) Reimbursement Summary Review</td>
</tr>
<tr>
<td>• (68) Unusual Incident Notification</td>
</tr>
</tbody>
</table>
Early Learning Coalition Review for Executive Leadership Team

October 13, 2016

Sweet Angels Academy #2 Corp - C11MD2346
1364 SW 3rd Street Miami, FL 33135

Action Requested: The Coalition has made the decision to terminate your School Readiness Contract for the 2016-2017 program year. Information has come to our attention regarding the Provider who knowingly claimed attendance on a child for services that were not rendered from October 2014 through February 2016.

Background

Sweet Angels Academy #2 Corp

- Center’s Capacity: 28
- Provider has been contracted with the ELC since 2013-2014
- SR is Active
- Children enrolled for SR: 33
- No accreditations
- 2015-2016 reimbursements: SR = $ 88,072.80
- 08/04/2015 – Corrective Action Plan (CAP)
  - 3 class II violations: 08/05/2014, 12/16/2014, 04/21/2015

Issues

September 12, 2016: Fiscal Review Childcare Facility Monitoring

Loss prevention audited the learning facility and according to the Provider's Statewide School Readiness contract agreement, the Provider is in breach of the contract for the following items:

- (8) Child Enrollment, Florida Statute 1002.87
- (11) General Health and Safety, Florida Statute 402.305
- (20) Sign-In/Sign-Out Process, Florida Statute 1002.84
- (21) Child Absences, Florida Statute 1002.87(8)
- (49) Reimbursement Summary Review
- (68) Unusual Incident Notification

Within the past 24 months Provider has received the following Class II violations:

- 06/24/2016 – 1 class II: Ratio Sufficient
- 04/21/2015 – 1 class II: Background Screening Documents
- 12/16/2014 – 1 class II: Background Screening Documents
Provider Name: Maria C. Castellon

Facilities:  
Sweet Angels Academy #1 Corp. 3265 NW. 14 Terr. Miami, Florida 33125  (Facility has been licensed since October 2004)

Sweet Angels Academy #2 Corp. 1364 SW 3 St. Miami, Florida 33135  (Facility has been licensed since June 2013)

Sweet Angels Academy #3 Corp. 308 Central Blvd. Miami, Florida 33144  (Facility has been licensed since July 2014)

9/12/2016:  
Audited Sweet Angels Academy #1 Corp. 3265 NW. 14 Terr. Miami, Florida 33125

Provider was audited for the month of August 2016.

DCF License capacity is for 93 children.

Head count: 76 children

Provider submitted 142 attendance rosters.

Provider is licensed for 24 hours.

Findings: For the month of August the Provider was over capacity for 40 children between the hours of 10:00 am and 5:00pm from August 1st through August 19th.

9/12/2016:  
Provider was questioned regarding the child Angela Dufrene.

Provider stated that she had a previous visit from the Police and an Investigator.  (Provider never informed the Coalition).

Provider stated that she was willing to cooperate.

Provider provided the Police with a copy of the child's picture.

Provider admitted to the Coalition staff of claiming attendance for Angela Dufrene without providing the School Readiness service.

Provider asked the parent where the child was, Provider stated that the parent informed her that the child was at first with the grandmother and then later on with the father.

Provider was in agreement with the parent to continue signing the School Readiness attendance form for child Angela Dufrene.

Provider claimed various times that the last time she saw child Angela Dufrene was in October 2014. (Provider claimed the child in attendance for the full year of 2015, January 2016 and part of February 2016).
According to the Provider's Statewide School Readiness contract agreement, the Provider is in breach of the contract for the following items:

Page 3 (8), Child Enrollment, Florida Statute 1002.87
Page 4 (11), General Health and Safety, Florida Statute 402.305
Page 5 (20), Sign-In/Sign-Out Process, Florida Statute 1002.84
Page 5 (21), Child Absences, Florida Statute 1002.87(8)
Page 10 (49), Reimbursement Summary Review
Page 14 (68), Unusual Incident Notification
Florida Statute 1002.91
Florida Statute 414.39

**Recommendation:** Loss Prevention has reason to believe that the Provider committed intention to defraud the Coalition and the School Readiness Program. Provider knowingly claimed attendance on a child for services that were not rendered from October 2014 through February 2016. Request for termination of contract.
### GENERAL REQUIREMENTS

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Status</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>01. License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S.</td>
<td>Not Monitored</td>
<td></td>
</tr>
<tr>
<td>02. Licensed Capacity ss. 402.305(6), rule 65C-22.002(3), F.A.C.</td>
<td>Not Monitored</td>
<td></td>
</tr>
<tr>
<td>03. Minimum Age Requirements ss. 402.305(2), F.S. &amp; rule 65C-22.001(3), F.A.C.</td>
<td>Not Monitored</td>
<td></td>
</tr>
<tr>
<td><strong>Non-Compliance Description</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Comments</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The extra infant staff returned during the visit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Due Date</strong> Completed at time of inspection</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Violation Level</strong> Class 2 - Technical Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05. Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) &amp; 65C-22.007 (2), F.A.C.</td>
<td>Compliance</td>
<td></td>
</tr>
<tr>
<td>06. Driver's License, Physician Certification &amp; First Aid/CPR Training rule 65C-22.001(6) 65C-22.006(4), F.A.C.</td>
<td>Not Monitored</td>
<td></td>
</tr>
<tr>
<td>07. Vehicle Insurance and Inspection ss. 402.305(10), F.S. &amp; rule 65C-22.001(6) F.A.C.</td>
<td>Not Monitored</td>
<td></td>
</tr>
<tr>
<td>08. Seat Belts/Child Restraints ss. 402.305(10), F.S. &amp; rule 65C-22.001(6), F.A.C.</td>
<td>Not Monitored</td>
<td></td>
</tr>
<tr>
<td>09. Transportation rule 65C-22.001(6), F.A.C.</td>
<td>Not Monitored</td>
<td></td>
</tr>
</tbody>
</table>
49. Medication rule 65C-22.004(3), F.A.C. | Compliance

FOOD AND NUTRITION

50. Meals and Snacks rule 65C-22.005(1), F.A.C. | Compliance

51. Meal and Snack Menus rule 65C-22.005(1), F.A.C. | Compliance

52. Food Service rule 65C-22.005(3), F.A.C. | Compliance

53. Bottles Sanitary and Labeled rule 65C-22.005(2), F.A.C. | Compliance

54. Catered Food and Food Provided by Parents 65C-22.005(1), F.A.C. | Compliance

  Compliance Comments
  Full kitchen prep area. Ref.Temp 40

55. Single Service Items rule 65C-22.0011(8), 65C-22.002(10), F.A.C. | Compliance

RECORD KEEPING

56. Records ss. 402.3054(2), F.S., rule 65C-22.006(3)(c)5, F.A.C. | Compliance

57. Children's Health/Immunization and Records ss. 402.305(9), F.S.& & rule 65C-22.006(2) - (3) | Compliance

  F.A.C.

  Compliance Comments
  Reviewed 18 children files.


  65C-22.006(3), F.A.C.


  Non-Compliance Description
  59-05 The personnel record did not include a signed CF-FSP 5337 Child Abuse and Neglect Reporting Requirements form.

  Compliance
  Director gave staff the child abuse form to sign/date completion at the time of the inspection. Reviewed 4 staff files.

  Due Date Completed at time of inspection

  Violation Level Class 3

60. Background Screening Documents ss. 402.3054, F.S. & & rule 65C-22.006(4), F.A.C. | Noncompliance
FOOD AND NUTRITION

50. Meals and Snacks rule 65C-22.005(1), F.A.C.  Compliance

51. Meal and Snack Menus rule 65C-22.005(1), F.A.C.  Compliance

52. Food Service rule 65C-22.005(3), F.A.C.  Compliance

53. Bottles Sanitary and Labeled rule 65C-22.005(2), F.A.C.  Compliance

54. Catered Food and Food Provided by Parents 65C-22.005(1), F.A.C.  Compliance
   Compliance Comments
   Full kitchen prep area. Ref Temp 40.

55. Single Service Items rule 65C-22.0011(8), 65C-22.002(10), F.A.C.  Compliance

RECORD KEEPING

56. Records ss. 402.3054(2), F.S., rule 65C-22.006(3)(c)5., F.A.C.  Compliance

57. Children's Health/Immunization and Records ss. 402.305(9), F.S. & rule 65C-22.006(2) - (3) F.A.C.  Compliance
   Compliance Comments
   Reviewed 28 children files.


   Non-Compliance Description
   59-07 The personnel record did not include training transcript information for staff.
   Comments
   Reviewed 5 staff files of which 2 staff was added to the personnel record.
   Due Date 01/18/2015

60. Background Screening Documents ss. 402.3054, F.S. & rule 65C-22.006(4), F.A.C.  Noncompliance
   Non-Compliance Description
   60-04 Verification of employment history for the past 2 years was not on file for the employees.
   Due Date 01/18/2015

Violation Level Class 3
Violation Level Class 2
Early Learning Coalition Review for Executive Leadership Team

October 13, 2016

Sweet Angels Academy #3 Corp - C11MD2490
308 Central Blvd. Miami, FL 33144

Action Requested: The Coalition has made the decision to terminate your School Readiness Contract for the 2016-2017 program year. Information has come to our attention regarding the Provider who knowingly claimed attendance on a child for services that were not rendered from October 2014 through February 2016.

Background

Sweet Angels Academy #3 Corp

- Center’s Capacity: 26
- Provider has been contracted with the ELC since 2014-2015
- SR is Active
- Children enrolled for SR: 32
- No accreditations
- 2015-2016 reimbursements: SR = $46,383.00

Issues

September 12, 2016: Fiscal Review Childcare Facility Monitoring

Loss prevention audited the learning facility and according to the Provider’s Statewide School Readiness contract agreement, the Provider is in breach of the contract for the following items:

- (8) Child Enrollment, Florida Statute 1002.87
- (11) General Health and Safety, Florida Statute 402.305
- (20) Sign-In/Sign-Out Process, Florida Statute 1002.84
- (21) Child Absences, Florida Statute 1002.87(8)
- (49) Reimbursement Summary Review
- (68) Unusual Incident Notification

Within the past 24 months Provider has received the following Class II violations:

- 02/28/2016 – 1 class II: Facility environment
- 01/13/2016 – 1 class II: Fire Drills & Emergency Preparedness

24. Bedding and Linens rule 65C-22.002(10), F.A.C. Compliance

25. Nap/Sleep Space Requirements rule 65C-22.002(5), F.A.C. Compliance

26. Exit Area Clear rule 65C-22.002(5) and (7), F.A.C. Compliance

27. Crib Requirements rule 65C-22.002(5), F.A.C. Compliance

28. Toilets and Sinks rule 65C-22.002(6), F.A.C. Compliance

29. Potty Chairs rule 65C-22.002(6), F.A.C. Compliance

30. Bath Facilities and Supervision rule 65C-22.002(6), F.A.C. Compliance

31. Bathroom Supplies and Equipment rule 65C-22.002(6), F.A.C. Compliance

32. Operable Phone rule 65C-22.002(7), F.A.C. Noncompliance

   Non-Compliance Description
   32-01 The facility staff did not have a working corded telephone available within the building in the event of a power outage.

   Comments
   Corded telephone was purchased during the inspection.

   Due Date Completed at time of inspection
   Violation Level Class 3 - Technical Support

33. Fire Drills & Emergency Preparedness rule 65C-22.002(7) F.A.C. Compliance

34. Food Preparation Area 65C-22.002(8), F.A.C. Compliance

35. Health and Sanitation rule 65C-22.002(10), F.A.C. Compliance
49. Medication rule 65C-22.004(3), F.A.C. Compliance

50. Meals and Snacks rule 65C-22.005(1), F.A.C. Not Monitored
   
   Not Monitored Comments
   Food is not served at this time.

51. Meal and Snack Menus rule 65C-22.005(1), F.A.C. Compliance

52. Food Service rule 65C-22.005(3), F.A.C. Compliance

53. Bottles Sanitary and Labeled rule 65C-22.005(2), F.A.C. Noncompliance

   Non-Compliance Description
   53-02 Bottles and sippy cups were not labeled with the child's first and last name.
   Comments
   Bottles were labeled on site.
   Due Date Completed at time of inspection
   Violation Level Class 3 - Technical Support

54. Catered Food and Food Provided by Parents 65C-22.005(1), F.A.C. Compliance

55. Single Service Items rule 65C-22.0011(8), 65C-22.002(10), F.A.C. Compliance

RECORD KEEPING

56. Records ss. 402.3054(2), F.S., rule 65C-22.006(3)(c)5., F.A.C. Compliance

   Compliance Comments
   Reviewed 10 children files from A to M and updated staff records.

57. Children's Health/Immunization and Records ss. 402.305(9), F.S.& rule 65C-22.006(2)-(3) F.A.C. Compliance


**Name:** Sweet Angels Academy 3 Corp  **ID Number:** C11MD2490  
**Address:** 308 Central Blvd  **City:** Miami  **State:** FL  **Zip Code:** 33144-2347  
**Phone Number:** (305) 289-1771  **Capacity:** 26  
**Owner/Director/Staff Responsible:** Maria Castellon

**Inspection Information**  
**Type:** Routine  **Date:** 01/13/2015  **Arrival/Departure Time:** 08:59 AM to 10:21 AM  
**Staff Present:** 2  **Children Present:** 12

---

### GENERAL REQUIREMENTS

<table>
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<tr>
<th>Requirement</th>
<th>Compliance Status</th>
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<tbody>
<tr>
<td>01. License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S.</td>
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<tr>
<td>02. Licensed Capacity ss. 402.305(6), rule 65C-22.002(3), F.A.C.</td>
<td>Noncompliance</td>
</tr>
</tbody>
</table>
| **Non-Compliance Description** 02-03 The facility failed to post the room capacity in each room of the facility.  
**Comments**  
Technical support was given by informing the director that each class room must have posted room capacity. |                    |
| 03. Minimum Age Requirements ss. 402.305(2), F.S. & rule 65C-22.001(3), F.A.C. | Compliance        |
| 04. Ratio Sufficient ss. 402.305(4), F.S. & rule 65C-22.001(4), F.A.C.      | Compliance        |
| 05. Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) & 65C-22.007(2), F.A.C.  | Compliance        |
| 06. Driver’s License, Physician Certification & First Aid/CPR Training rule 65C-22.001(6)  
65C-22.006(4), F.A.C. | Not Applicable |
<p>| 07. Vehicle Insurance and Inspection ss. 402.305(10), F.S. &amp; rule 65C-22.001(6) F.A.C.  | Not Applicable |
| 08. Seat Belts/Child Restraints ss. 402.305(10), F.S. &amp; rule 65C-22.001(6), F.A.C.  | Not Applicable |
| 09. Transportation rule 65C-22.001(6), F.A.C.  | Not Applicable |</p>
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<th>Item Number</th>
<th>Rule Description</th>
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<td>24.</td>
<td>Bedding and Linens rule 65C-22.002(10), F.A.C.</td>
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<td></td>
<td>Not Monitored Comments</td>
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<td></td>
<td>Children was not napping during this time.</td>
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<td>26.</td>
<td>Exit Area Clear rule 65C-22.002(5) and (7), F.A.C.</td>
<td>Compliance</td>
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<td>27.</td>
<td>Crib Requirements rule 65C-22.002(5), F.A.C.</td>
<td>Compliance</td>
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<td>28.</td>
<td>Toilets and Sinks rule 65C-22.002(6), F.A.C.</td>
<td>Compliance</td>
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<tr>
<td>29.</td>
<td>Potty Chairs rule 65C-22.002(6), F.A.C.</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>30.</td>
<td>Bath Facilities and Supervision rule 65C-22.002(6), F.A.C.</td>
<td>Compliance</td>
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<tr>
<td>31.</td>
<td>Bathroom Supplies and Equipment rule 65C-22.002(6), F.A.C.</td>
<td>Compliance</td>
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<tr>
<td>32.</td>
<td>Operable Phone rule 65C-22.002(7), F.A.C.</td>
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<tr>
<td>33.</td>
<td>Fire Drills &amp; Emergency Preparedness rule 65C-22.002(7) F.A.C.</td>
<td>Noncompliance</td>
</tr>
<tr>
<td></td>
<td>Non-Compliance Description</td>
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<tr>
<td></td>
<td>33-12 The facility operator/staff failed to possess a current attendance record during a fire drill, emergency preparedness drill or an actual emergency.</td>
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<td>Comments</td>
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<td></td>
<td>Technical aspect was provided by informing the director that the fire drill record and emergency preparedness must be conducted and recorded. Director found the fire drill form.</td>
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<tr>
<td></td>
<td>Due Date Completed at time of inspection</td>
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<tr>
<td>34.</td>
<td>Food Preparation Area 65C-22.002(8), F.A.C.</td>
<td>Compliance</td>
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<tr>
<td>35.</td>
<td>Health and Sanitation rule 65C-22.002(10), F.A.C.</td>
<td>Compliance</td>
</tr>
</tbody>
</table>
48. Accident/Incident Notification and Documentation rule 65C-22.004(2), F.A.C. Compliance

49. Medication rule 65C-22.004(3), F.A.C. Compliance

50. Meals and Snacks rule 65C-22.005(1), F.A.C. Compliance

51. Meal and Snack Menus rule 65C-22.005(1), F.A.C. Noncompliance

Non-Compliance Description
51-03 The facility's menu was not conspicuously posted in an area accessible to custodial parents or legal guardian.

Comments
Technical support was given by informing the director to post the menu. Director printed and posted the menu for compliance.

Due Date: Completed at time of inspection Violation Level: Class 3 - Technical Support

52. Food Service rule 65C-22.005(3), F.A.C. Compliance

53. Bottles Sanitary and Labeled rule 65C-22.005(2), F.A.C. Compliance

54. Catered Food and Food Provided by Parents 65C-22.005(1), F.A.C. Compliance

Compliance Comments
Full service prep area. Ref. Temp 40

55. Single Service Items rule 65C-22.001(8), 65C-22.002(10), F.A.C. Compliance

RECORD KEEPING

56. Records ss. 402.3054(2), F.S., rule 65C-22.006(3)(c)5., F.A.C. Compliance

57. Children's Health/Immunization and Records ss. 402.305(9), F.S. & rule 65C-22.006(2) - (3) F.A.C. Compliance

Compliance Comments
Reviewed 17 children files.


Early Learning Coalition Review for Executive Leadership Team

October 05, 2016
Sweet Angels Academy Corp - C11MD1473
3265 NW 14 Terrace Miami, FL 33125

Action Requested: The Coalition has made the decision to terminate your School Readiness Contract for the 2016-2017 program year. Information has come to our attention regarding the Provider who knowingly claimed attendance on a child for services that were not rendered from October 2014 through February 2016.

Background

Sweet Angels Academy Corp

- Center’s Capacity: 93
- Provider has been contracted with the ELC since 2013-2014
- SR is Active
- Children enrolled for SR: 143
- No accreditations
- No previous violations
- 2015-2016 reimbursements: SR = $ 499,676.52

Issues

September 12, 2016: Fiscal Review Childcare Facility Monitoring

Loss prevention audited the learning facility and according to the Provider’s Statewide School Readiness contract agreement, the Provider is in breach of the contract for the following items:

- (8) Child Enrollment, Florida Statute 1002.87
- (11) General Health and Safety, Florida Statute 402.305
- (20) Sign-In/Sign-Out Process, Florida Statute 1002.84
- (21) Child Absences, Florida Statute 1002.87(8)
- (49) Reimbursement Summary Review
- (68) Unusual Incident Notification
October 3, 2016

Sweet Angels Academy Corp
C11MD1473
Maria Castellon
3265 NW 14 Terrace
Miami, FL 33125
sweetangelsacademy83@gmail.com

RE: Notice of Termination
Statewide School Readiness Provider Contract (FY 2016-2017)

Dear Provider,

This is to notify you that the Coalition has made the decision to terminate your School Readiness (SR) for the 2016-2017 program year.

Loss Prevention audited the learning facility on 09/12/2016 and according to the Provider’s Statewide School Readiness contract agreement, the Provider is in breach of the contract for the following items:

(8), Child Enrollment, Florida Statute 1002.87
(11), General Health and Safety, Florida Statute 402.305
(20), Sign-In/Sign-Out Process, Florida Statute 1002.84
(21), Child Absences, Florida Statute 1002.87(8)
(49), Reimbursement Summary Review
(68), Unusual Incident Notification

Florida Statute 414.39 (4), Any person who (a) Knowingly files, attempts to file, or aids and abets in the filling of, a claim for services to a recipient of public assistance under any state or federally funded public assistance program for services that were not rendered, knowingly files a false claim or a claim for unauthorized items or services under such a program, or his or her family, for an amount in excess of that provided for by law or regulation;
(b) Knowingly fails to credit the state or its agent for payments received from social security, insurance, or other sources; or
(c) In any way knowingly receives, attempts to receive, or aids and abets in the receipt of, unauthorized payment or other unauthorized public assistance or authorization or identification to obtain public assistance as provided herein, is guilty of a crime and shall be punished as provided is subsection (5).

Florida Statute 1002.91, COALITION may suspend or terminate PROVIDER from participation in the school readiness program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's
determination to suspend PROVIDER as described in paragraph 64. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

**Termination for Cause: Section 57 of the SR Contract**, PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER.

As mentioned above, pursuant to section 64 of School Readiness Contract, Coalition’s Due Process Procedure, PROVIDER may request a review of the determination made by COALITION under this contract. Reviews will be conducted in accordance with Exhibit 5: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER’s School Readiness Contract is being examined.

Please be aware that this decision is preliminary. You must respond in writing requesting a review hearing within five (5) business days with copies of documentation supporting your claim and copy of this letter. The deadline for us to receive your request is **October 7, 2016**.

The request for a hearing must be submitted in written form: electronic to RequestReview@elcmdm.org or by mail to the Early Learning Coalition.

Sincerely,

Angelo Parrino
Chief Operational Officer

CC: Jose Hernandez, Director of Provider Payments  
Mercy Castiglione, Chief Financial Officer  
Jackye Russell, Chief of Program Policy & Community Relations  
Lisney Badillo, Director of Contracts and Procurement  
Ana Rodriguez, Fiscal Review manager  
Sandra P. Gonzalez, Senior Vice President of School Readiness and VPK  
Michelle Melan, Director of Quality Assurance
Child Care Facility
Certificate of License

Name of Facility: Sweet Angels Academy Corp
Certificate Number: C11MD1473
City: Miami
Owner: Sweet Angels Academy, Corp.
Address: 3265 NW 14 Terrace
County: Miami-Dade
Zip: 33125

The Department of Children and Families being satisfied that this child care facility has complied
with Chapter 65C-22, Florida Administrative Code, Child Care Facility Standards, adopted by the
Department and authorized in sections 402.301-402.319, Florida Statutes, approves an Annual
license to operate this child care facility.

This certificate is effective December 21, 2015 Through December 20, 2016.
This license may be revoked or suspended for cause.

Maximum Licensed Capacity: 93
Hours of Operation:
Mon-Thu 06:00 am 05:59 pm
Fri-Sun 06:00 am 05:59 pm

State of Florida
Annual

DEPARTMENT OF CHILDREN AND FAMILIES OF FLORIDA
LICENSED AGENCY:
Department of Children and Families: Child Care Regulations & Background Screening
401 NW 2nd Avenue, 5-424
Miami, Florida 33128
(786) 257-5207

CH-3974515
Detail by Entity Name

Florida Profit Corporation
SWEET ANGELS ACADEMY CORP.

Filing Information

Document Number: P04000142861
FEI/EIN Number: 205829019
Date Filed: 10/15/2004
State: FL
Status: ACTIVE
Last Event: REINSTATEMENT
Event Date Filed: 12/20/2013

Principal Address
3265 NW 14 TERR
MIAMI, FL 33125

Changed: 12/20/2013

Mailing Address
3265 NW 14 TERR
MIAMI, FL 33125

Changed: 12/20/2013

Registered Agent Name & Address
CASTELLON, MARIA C
3265 NW 14 TERR
MIAMI, FL 33125

Name Changed: 12/20/2013
Address Changed: 12/20/2013

Officer/Director Detail

Name & Address

Title: P

CASTELLON, MARIA C
3265 NW 14 TERR
MIAMI, FL 33125
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY)** 08/11/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Jvs Insurance Agency
9600 SW 8th St, Suite 27
Miami, FL 33174
Phone (305) 552-5250 Fax (305) 552-6292

**INSURED**

SWEET ANGELS ACADEMY # 2, CORP.
1364 SW 3 ST
Miami, FL 33135

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY Pertain, the INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<td>DESCRIPTION OF OPERATIONS below</td>
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<td>08/18/2016 08/18/2017</td>
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<td>$ 500,000.00 / $ 250,000.00</td>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

(Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**LOCATION #1**
3265 NW 14 TERR MIAMI, FL 33125

**LOCATION #2**
1364 SW 3 ST MIAMI, FL 33135

**LOCATION #3**
308 CENTRAL BLVD MIAMI, FL 33144

**LOCATION #4**
2780 SW 92 AVENUE MIAMI, FLORIDA 33165

**CERTIFICATE HOLDER IS ALSO LISTED AS ADDITIONAL INSURED AS TO GENERAL LIABILITY**

**CERTIFICATE HOLDER**

EARLY LEARNING COALITION OF MIAMI-DADE/MONROE
2555 PONCE DE LEON BLVD, SUITE 500
CORAL GABLES, FL 33134

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

© 1986-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD
October 3, 2016

Sweet Angels Academy #2 Corp
C11MD2346
Maria Castellon
1364 SW 3rd Street
Miami, FL 33135
sweetangelsacademy83@gmail.com

RE: Notice of Termination
Statewide School Readiness Provider Contract (FY 2016-2017)

Dear Provider,

This is to notify you that the Coalition has made the decision to terminate your School Readiness (SR) for the 2016-2017 program year.

Loss Prevention audited the learning facility on 09/12/2016 and according to the Provider's Statewide School Readiness contract agreement, the Provider is in breach of the contract for the following items:

(8). Child Enrollment, Florida Statute 1002.87
(11). General Health and Safety, Florida Statute 402.305
(20). Sign-In/Sign-Out Process, Florida Statute 1002.84
(21). Child Absences, Florida Statute 1002.87(8)
(49). Reimbursement Summary Review
(68). Unusual Incident Notification

Florida Statute 414.39 (4), Any person who (a) Knowingly files, attempts to file, or aids and abets in the filling of, a claim for services to a recipient of public assistance under any state or federally funded public assistance program for services that were not rendered, knowingly files a false claim or a claim for unauthorized items or services under such a program, or his or her family, for an amount in excess of that provided for by law or regulation;
(b) Knowingly fails to credit the state or it’s agent for payments received from social security, insurance, or other sources; or
(c) In any way knowingly receives, attempts to receive, or aids and abets in the receipt of, unauthorized payment or other unauthorized public assistance or authorization or identification to obtain public assistance as provided herein, is guilty of a crime and shall be punished as provided is subsection (5).

Florida Statute 1002.91, COALITION may suspend or terminate PROVIDER from participation in the school readiness program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION's
determination to suspend PROVIDER as described in paragraph 64. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

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Please be aware that this decision is preliminary. You must respond in writing requesting a review hearing within five (5) business days with copies of documentation supporting your claim and copy of this letter. The deadline for us to receive your request is October 7, 2016.

The request for a hearing must be submitted in written form: electronic to RequestReview@elcmdm.org or by mail to the Early Learning Coalition.

Sincerely,

Angelo Parrino
Chief Operational Officer

CC: Jose Hernandez, Director of Provider Payments
Mercy Castiglione, Chief Financial Officer
Jackie Russell, Chief of Program Policy & Community Relations
Lisney Badillo, Director of Contracts and Procurement
Ana Rodriguez, Fiscal Review manager
Sandra P. Gonzalez, Senior Vice President of School Readiness and VPK
Michelle Meilan, Director of Quality Assurance
Child Care Facility Certificate of License

- Name of Facility: Sweet Angels Academy, P2 Corp;
- Certificate Number: CHMD26358;
- Address: 1364 SW 3rd Street;
- City: Miami;
- County: Miami-Dade;
- Zip: 33135;
- Owner: Sweet Angels Academy, P2 Corp;
- City of Miami;
- County of Miami-Dade.

This certificate is effective September 16, 2015, through September 15, 2016.
This license may be revoked or suspended for cause.

Maximum licensed capacity: 33
Hours of operation:
- Mon: 6:00am to 9:00pm
- Tues: 6:00am to 9:00pm
- Wed: 6:00am to 9:00pm
- Thu: 6:00am to 9:00pm
- Fri: 6:00am to 9:00pm
- Sat: 6:00am to 9:00pm
- Sun: 6:00am to 9:00pm

Zou Lianping for
Regional Administrator/Regenerative
### Detail by FEI/EIN Number

**Florida Profit Corporation**
SWEET ANGELS ACADEMY #2 CORP

**Filing Information**

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**Principal Address**

1364 SW 3 ST  
MIAMI, FL 33135

Changed: 03/11/2014

**Mailing Address**

1364 SW 3 ST  
MIAMI, FL 33135

Changed: 03/11/2014

**Registered Agent Name & Address**

CASTELLON, MARIA  
1364 SW 3 ST  
MIAMI, FL 33135

Address Changed: 04/22/2015

**Officer/Director Detail**

**Name & Address**

Title D/P

CASTELLON, MARIA  
3265 NW 14 TERR.  
MIAMI, FL 33125

**Annual Reports**

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**Document Images**

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE IssUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Jvs Insurance Agency
9600 SW 8th St, Suite 27
Miami, FL 33174
Phone (305) 552-5250 Fax (305) 552-5292

INSURED
SWEET ANGELS ACADEMY # 2, CORP.
1364 SW 3 ST
Miami, FL 33135

COVERAGES
COVERAGE A:
COMMERCIAL GENERAL LIABILITY

REVISION NUMBER:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 161, Additional Remarks Schedule, if more space is required)

LOCATION # 1 3265 NW 14 TERR MIAMI, FL 33125
LOCATION # 2 1364 SW 3 ST MIAMI, FL 33135
LOCATION # 3 306 CENTRAL BLVD MIAMI, FL 33144
LOCATION # 4 2760 SW 92 AVENUE MIAMI, FLORIDA 33165

CERTIFICATE HOLDER IS ALSO LISTED AS ADDITIONAL INSURED AS TO GENERAL LIABILITY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Jvs Insurance Agency
9600 SW 8th St, Suite 27
Miami, FL 33174
Phone (305) 552-6250
Fax (305) 552-6292

**CONTACT**
SANDRA PEREZ
The Mail Fax (305) 552-6250
FAX (305) 552-6292

**ADDRESS:**
SANDRA@JVSINS.COM

**INSURED**
SWEET ANGELS ACADEMY # 2, CORP.
1364 SW 3 ST
Miami, FL 33135

**COVERAGES**

<table>
<thead>
<tr>
<th>INDEX</th>
<th>LIMIT</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL SUB</th>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

- LOCATION # 1: 3285 NW 14 TERR MIAMI, FL 33125
- LOCATION # 2: 1364 SW 3 ST MIAMI, FL 33135
- LOCATION # 3: 300 CENTRAL BLVD MIAMI, FL 33144

**CERTIFICATE HOLDER**

EARLY LEARNING COALITION OF MIAMI-DADE/MONROE
2555 PONCE DE LEON BLVD, SUITE 500
CORAL GABLES, FL 33134

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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Early Learning Coalition Review for Executive Leadership Team

October 05, 2016

Sweet Angels Academy #3 Corp - C11MD2490
308 Central Blvd. Miami, FL 33144

Action Requested: The Coalition has made the decision to terminate your School Readiness Contract for the 2016-2017 program year. Information has come to our attention regarding the Provider who knowingly claimed attendance on a child for services that were not rendered from October 2014 through February 2016.

Background

Sweet Angels Academy #3 Corp

- Center's Capacity: 26
- Provider has been contracted with the ELC since 2014-2015
- SR is Active
- Children enrolled for SR: 32
- No accreditations
- No previous violations
- 2015-2016 reimbursements: SR = $ 46,383.00

Issues

September 12, 2016: Fiscal Review Childcare Facility Monitoring

Loss prevention audited the learning facility and according to the Provider's Statewide School Readiness contract agreement, the Provider is in breach of the contract for the following items:

- (8) Child Enrollment, Florida Statute 1002.87
- (11) General Health and Safety, Florida Statute 402.305
- (20) Sign-In/Sign-Out Process, Florida Statue 1002.84
- (21) Child Absences, Florida Statute 1002.87(8)
- (49) Reimbursement Summary Review
- (68) Unusual Incident Notification
October 3, 2016

Sweet Angels Academy #3 Corp
C11MD2490
Maria Castellon
308 Central Blvd.
Miami, FL 33144
sweetangelacademy83@gmail.com

RE: Notice of Termination
Statewide School Readiness Provider Contract (FY 2016-2017)

Dear Provider,

This is to notify you that the Coalition has made the decision to terminate your School Readiness (SR) for the 2016-2017 program year.

Loss Prevention audited the learning facility on 09/12/2016 and according to the Provider’s Statewide School Readiness contract agreement, the Provider is in breach of the contract for the following items:

- (8), Child Enrollment, Florida Statute 1002.87
- (11), General Health and Safety, Florida Statute 402.305
- (20), Sign-in/Sign-Out Process, Florida Statute 1002.84
- (21), Child Absences, Florida Statute 1002.87(8)
- (49), Reimbursement Summary Review
- (68), Unusual Incident Notification

Florida Statute 414.39 (4), Any person who (a) Knowingly files, attempts to file, or aids and abets in the filing of, a claim for services to a recipient of public assistance under any state or federally funded public assistance program for services that were not rendered, knowingly files a false claim or a claim for unauthorized items or services under such a program, or his or her family, for an amount in excess of that provided for by law or regulation;
(b) Knowingly fails to credit the state or its agent for payments received from social security, insurance, or other sources; or
(c) In any way knowingly receives, attempts to receive, or aids and abets in the receipt of, unauthorized payment or other unauthorized public assistance or authorization or identification to obtain public assistance as provided herein, is guilty of a crime and shall be punished as provided is subsection (5).

Florida Statute 1002.91, COALITION may suspend or terminate PROVIDER from participation in the school readiness program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION’s
determination to suspend PROVIDER as described in paragraph 64. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

**Termination for Cause: Section 57 of the SR Contract**, PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER.

As mentioned above, pursuant to section 64 of School Readiness Contract, Coalition's Due Process Procedure, PROVIDER may request a review of the determination made by COALITION under this contract. Reviews will be conducted in accordance with Exhibit 5: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER's School Readiness Contract is being examined.

Please be aware that this decision is preliminary. You must respond in writing requesting a review hearing within five (5) business days with copies of documentation supporting your claim and copy of this letter. The deadline for us to receive your request is **October 7, 2016**.

The request for a hearing must be submitted in written form: electronic to RequestReview@elcmdm.org or by mail to the Early Learning Coalition.

Sincerely,

[Signature]

Angelo Parrino
Chief Operational Officer

CC: Jose Hernandez, Director of Provider Payments
    Mercy Castiglione, Chief Financial Officer
    Jackye Russell, Chief of Program Policy & Community Relations
    Lusney Badillo, Director of Contracts and Procurement
    Ana Rodriguez, Fiscal Review manager
    Sandra P. Gonzalez, Senior Vice President of School Readiness and VPK
    Michelle Melan, Director of Quality Assurance
Child Care Facility
Certificate of License

Name of Facility: Sweet Angels Academy #3 Corp
Certificate Number: C11MD2490
County: Miami-Dade
Address: 308 Central Blvd
City: Miami
Zip: 33144
Owner: Sweet Angels Academy #3 Corp.
The Department of Children and Families being satisfied that this child care facility has complied with Chapter 65C-22, Florida Administrative Code, Child Care Facility Standards, adopted by the Department and authorized in sections 402.301-402.319, Florida Statutes, approves an Annual license to operate this child care facility.

This certificate is effective
October 17, 2015 Through October 16, 2016
This license may be revoked or suspended for cause.

Maximum Licensed Capacity: 26

Hours of Operation:

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Signature:
Region Administrator or Designee
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:**
Jrs Insurance Agency
9600 SW 8th St, Suite 27
Miami, FL 33174

**INSURED:**
SWEET ANGELS ACADEMY # 2, CORP.
1364 SW 3 ST
Miami, FL 33135

**CONTACT:**
SANDRA PEREZ
PHONE (305) 552-5250
FAX (305) 552-5292
EMAIL SANDRA@JYSINS.COM

**INSURER(S) AFFORDING COVERAGE:**
SCOTTSDALE INSURANCE COMPANY

**NAIC #**

**COVERAGE:**

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**DESCRIPTION OF OPERATIONS**

LOCATION #1 3265 NW 14 TERR MIAMI, FL 33125
LOCATION #2 1364 SW 3 ST MIAMI, FL 33135
LOCATION #3 308 CENTRAL BLVD MIAMI, FL 33144
LOCATION #4 2780 SW 92 AVENUE MIAMI, FLORIDA 33165

**CANCELLATION:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Detail by FEI/EIN Number

Florida Profit Corporation
SWEET ANGELS ACADEMY #3 CORP

Filing Information

Document Number P14000063865
FEI/EIN Number 47-1476895
Date Filed 07/29/2014
State FL
Status ACTIVE

Principal Address
308 CENTRAL BLVD
MIAMI, FL 33144

Mailing Address
308 CENTRAL BLVD
MIAMI, FL 33144

Registered Agent Name & Address
CASTELLON, MARIA
308 CENTRAL BLVD
MIAMI, FL 33144

Address Changed: 04/22/2015

Officer/Director Detail

Name & Address

Title PD

CASTELLON, MARIA
308 CENTRAL BLVD
MIAMI, FL 33144

Annual Reports

Report Year Filed Date
2015 04/22/2015

Document Images

Early Learning Coalition Review for Executive Leadership Team

October 13, 2016

Small Wonders of Miami, Inc - C11MD2358
14118 SW 288th Street Homestead, FL 33033

Action Requested: The Coalition has made the decision to terminate your School Readiness Contract for the 2016-2017 program year. Information has come to our attention: Provider knowingly claimed attendance on a child for services that were not rendered.

Background

<table>
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<tr>
<th>Small Wonders of Miami, Inc.</th>
<th>Issues</th>
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<tbody>
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<td>• Center’s Capacity: 123</td>
<td>August 22, 2016: Fiscal Review Childcare Facility Monitoring</td>
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<tr>
<td>• Provider has been contracted with the ELC since 2012-2013</td>
<td>Loss prevention monitor reviewed the Provider’s June and July’s sign in/out sheet. The following discrepancies were found:</td>
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<td>• Both SR and VPK is active</td>
<td>• Section 17 - Child Immunization an Health Screening</td>
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<td>• Children enrolled for SR: 52</td>
<td>• Section 20 - Sign in/Sign out Process</td>
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<td>• Children enrolled for VPK: 8</td>
<td>• Section 21 - Child Absences</td>
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<tr>
<td>• Accreditation: Gold Seal</td>
<td>• Section 22 - Rilya Wilson Act and At-Risk Children</td>
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<td>• 2015-2016 reimbursements: SR = $171,504.48</td>
<td>• June/July: Parental Sign/Out attendance sheets are not being used or are incorrectly</td>
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<tr>
<td>• 2015-2016 reimbursements VPK = $45,061.91</td>
<td>• June/July: Mismatched verification of attendance: Parental Sign In/Out form and Enrollment/Attendance Roster</td>
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Within the past 24 months Provider has received the following Class II violation:

• 12/15/2015 – 1 class II: Ratio Sufficient
Small Wonders of Miami Inc. \ Enza M. Termini Martinez, Owner

Address: 14118 SW 288 Street, Leisure City Florida 33033

Case Summary:

8/22/2016: Loss Prevention audited the learning facility and according to the Provider's Statewide School Readiness contract agreement the Provider is in breach of the contract for the following items:

- **Page 5 (17), Child Immunization and Health Screening.** Immunization records were expired since April 2016 through June 2016.

- **Page 5 (20), Sign-in/Sign out Process.** Current parental sign-in/sign out attendance forms were pre-signed for the day; not signed at all; and/or were pre-signed till the end of the month.

  ➢ Child: Khalil Mederos, Provider has claimed the child in attendance for the months of March, April, May, June, July, and part of August 2016. The child above has been out of the State receiving services in Tennessee.

- **Page 5 (21), Child Absences.** Provider has not notified the Coalition of any absences in regards to the School Readiness Program attendance. No forms on file.

- **Page 15 (22), Rilya Wilson Act and At-Risk Children.** Provider has no record on file of any of the absences regarding the At-Risk children.

Florida Statute 1002.91 states:

1) As used in this subsection, the term “fraud” means an intentional deception, omission, or misrepresentation made by a person with knowledge that the deception, omission, or misrepresentation may result in unauthorized benefit to that person or another person, or any aiding and abetting of the commission of such an act. The term includes any act that constitutes fraud under applicable federal or state law.

414.39

(1) Any person who knowingly:

(a) Fails, by false statement, misrepresentation, impersonation, or other fraudulent means, to disclose a material fact used in making a determination as to such person’s qualification to receive public assistance under any state or federally funded assistance program;

(b) Fails to disclose a change in circumstances in order to obtain or continue to receive any such public assistance to which he or she is not entitled or in an amount larger than that to which he or she is entitled; or

(c) Aids and abets another person in the commission of any such act, commits a crime and shall be punished as provided in subsection (5).

4) Any person who:
(a) Knowingly files, attempts to file, or aids and abets in the filing of, a claim for services to a recipient of public assistance under any state or federally funded public assistance program for services that were not rendered; knowingly files a false claim or a claim for nonauthorized items or services under such a program; or knowingly bills the recipient of public assistance under such a program, or his or her family, for an amount in excess of that provided for by law or regulation;
(b) Knowingly fails to credit the state or its agent for payments received from social security, insurance, or other sources; or
(c) In any way knowingly receives, attempts to receive, or aids and abets in the receipt of, unauthorized payment or other unauthorized public assistance or authorization or identification to obtain public assistance as provided herein,

Recommendation: Loss Prevention has reason to believe that the Provider committed intention to defraud the Coalition and the School Readiness Program. Provider knowingly claimed attendance on a child for services that were not rendered. Request for termination of contract.
Name: Small Wonders of Miami Inc  ID Number: C11MD2358
Address: 14118 SW 288th St  City: Homestead  State: FL  Zip Code: 33033-1864
Phone Number: (305) 242-0691  Capacity: 123
Owner/Director/Staff Responsible: Haydee Dominguez

**Inspection Information**
Type: Complaint  Date: 12/15/2015  Arrival/Departure Time: 01:00 PM to 03:00 PM
Staff Present: 4 Children Present: 30

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<th>Compliance Status</th>
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<td>01. License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S.</td>
<td>Not Monitored</td>
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<tr>
<td>02. Licensed Capacity ss. 402.305(6), rule 65C-22.002(3), F.A.C.</td>
<td>Not Monitored</td>
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<tr>
<td>03. Minimum Age Requirements ss. 402.305(2), F.S. &amp; rule 65C-22.001(3), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>Non-Compliance Description: 04-01 A ratio of 1 staff for 15-3 year old children is required. There were 1 staff for 30 (3 year old were the majority with the remaining children being school aged) children observed.</td>
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</tr>
<tr>
<td>Comments: 12/15/2015 one teacher was left with 30 children with the majority age of 3 years. An administrative warning notice was issued during the inspection.</td>
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<td>Sea supplemental</td>
<td></td>
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<tr>
<td>Due Date</td>
<td></td>
</tr>
<tr>
<td>05. Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) &amp; 65C-22.007(2), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>06. Driver’s License, Physician Certification &amp; First Aid/CPR Training rule 65C-22.001(6) 65C-22.006(4), F.A.C.</td>
<td>Not Monitored</td>
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<tr>
<td>07. Vehicle Insurance and Inspection ss. 402.305(10), F.S. &amp; rule 65C-22.001(6) F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>08. Seat Belts/Child Restraints ss. 402.305(10), F.S. &amp; rule 65C-22.001(6), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>09. Transportation rule 65C-22.001(6), F.A.C.</td>
<td>Not Monitored</td>
</tr>
</tbody>
</table>
Early Learning Coalition Review for Executive Leadership Team

September 5, 2016

Small Wonders of Miami, Inc- C11MD2358
14118 SW 288th Street Homestead, FL 33033

Action Requested: Consider all factors given in the background below and to determine whether termination or corrective action is necessary for this provider.

Background

**Small Wonders of Miami, Inc.**

- Center's Capacity: 123
- Provider has been contracted with the ELC since 2012-2013
- Both SR and VPK is active
- Children enrolled for SR: 52
- Children enrolled for VPK: 8
- Accreditation: Gold Seal
- No previous violations
- 2015-2016 reimbursements: SR = $ 171,504.48
- 2015-2016 reimbursements VPK = $45,061.91

**Issues**

August 22, 2016: Fiscal Review Childcare Facility Monitoring

Loss prevention monitor reviewed the Provider's June and July's sign in/out sheet. The following discrepancies were found:

- **Section 17** - Child Immunization an Health Screening
- **Section 20** - Sign in/Sign out Process
- **Section 21** - Child Absences
- **Section 22** - Rilya Wilson Act and At-Risk Children
- **June/July**: Parental Sign/Out attendance sheets are not being used or are incorrectly filled
- **June/July**: Mismatched verification of attendance: Parental Sign In/Out form and Enrollment/Attendance Roster

**Administrative Decision:**

Chief Operational Officer: Angelo Parrino

Approval Granted: [ ] Yes [ ] No

Signature & Date: [Signature] (Date)

Comments: [Signature] (Comment)
Child Care Facility
Certificate of License

Name of Facility: Small Wonders of Miami, Inc
Certificate Number: C11MD2358
County: Miami-Dade
Address: 14118 SW 288th Street
City: Homestead
Zip: 33033
Owner: Small Wonders of Miami, Inc.

The Department of Children and Families, being satisfied that this child care facility has complied
with Chapter 65C-22/Florida Administrative Code, Child Care Facility Standards, adopted by the
Department and authorized in Sections 402.01-402.315, Florida Statutes, approves an Annual
license to operate this child care facility.

This certificate is effective
October 16, 2015 Through October 15, 2016

This license may be revoked or suspended for cause.

Maximum Licensed Capacity: 120

Hours of Operation:

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<th>Fri</th>
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[Signature of Administrator]
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NECESSARILY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gil, Garden, Avetrani Insurance Group
10689 N. Kendall Drive
Suite 208
Miami FL 33176

INSURED
Small Wonders of Miami, Inc.
14118 SW 288 St.
Miami FL 33303

COVERAGES

<table>
<thead>
<tr>
<th>INSURER(S) AFFORDING COVERAGE</th>
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<table>
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| CERTIFICATE NUMBER: CL1511307686 |
|=}|

| REVISION NUMBER: |

| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |

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<td>(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</td>
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<td>The Certificate Holder is listed as Additional Insured with respect to the General Liability.</td>
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CERTIFICATE HOLDER

The Early Learning Coalition
Miami Dade/ Monroe
2555 Ponce de Leon Blvd
5th Floor
Coral Gables, FL 33134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Santiago Rodriguez/MS
Detail by Entity Name

**Florida Profit Corporation**
SMALL WONDERS OF MIAMI, INC.

**Filing Information**
- Document Number: P94000036363
- FEI/EIN Number: 650537225
- Date Filed: 05/13/1994
- State: FL
- Status: ACTIVE
- Last Event: REINSTATEMENT
- Event Date Filed: 08/21/1995

**Principal Address**
14118 S.W. 288TH ST.
LEISURE CITY, FL 33033

Changed: 12/12/1995

**Mailing Address**
14118 S.W. 288TH ST.
LEISURE CITY, FL 33033

Changed: 12/12/1995

**Registered Agent Name & Address**
TERMINI MARTINEZ, ENZA M
14118 S.W. 288TH ST.
LEISURE CITY, FL 33033

Name Changed: 08/15/2013
Address Changed: 08/15/2013

**Officer/Director Detail**

**Name & Address**
Title: P, /D

TERMINI MARTINEZ, ENZA M
14118 S.W. 288TH STREET
LEISURE CITY, FL 33033
GUERRA, ELENA  
24651 SW 167TH AVE
MIAMI, FL 33031

**Annual Reports**

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<td>2015</td>
<td>03/25/2015</td>
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**Document Images**

- 03/25/2015 -- ANNUAL REPORT
- 04/08/2014 -- ANNUAL REPORT
- 08/15/2013 -- AMENDED ANNUAL REPORT
- 02/07/2013 -- ANNUAL REPORT
- 02/10/2012 -- ANNUAL REPORT
- 02/24/2011 -- ANNUAL REPORT
- 01/08/2010 -- ANNUAL REPORT
- 01/06/2009 -- ANNUAL REPORT
- 03/11/2008 -- ANNUAL REPORT
- 01/16/2007 -- ANNUAL REPORT
- 01/27/2006 -- ANNUAL REPORT
- 01/18/2005 -- ANNUAL REPORT
- 02/20/2004 -- ANNUAL REPORT
- 01/21/2003 -- ANNUAL REPORT
- 03/06/2002 -- ANNUAL REPORT
- 01/31/2001 -- ANNUAL REPORT
- 02/02/2000 -- ANNUAL REPORT
- 01/29/1999 -- ANNUAL REPORT
- 08/21/1998 -- REINSTATED
175

2016 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P94000036363

Entity Name: SMALL WONDERS OF MIAMI, INC.

Current Principal Place of Business:
14118 S.W. 288TH ST.
LEISURE CITY, FL 33033

Current Mailing Address:
14118 S.W. 288TH ST.
LEISURE CITY, FL 33033

FEI Number: 65-0537225

Name and Address of Current Registered Agent:
TERMINI MARTINEZ, ENZA M
14118 S.W. 288TH ST.
LEISURE CITY, FL 33033 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ENZA M. TERMINI MARTINEZ
04/27/2016

Electronic Signature of Registered Agent

Officer/Director Detail:

Title: P/D
Name: TERMINI MARTINEZ, ENZA M
Address: 14118 S.W. 288TH STREET
City-State-Zip: LEISURE CITY FL 33033

Title: S
Name: GUERRA, ELENA
Address: 24551 SW 167TH AVE
City-State-Zip: MIAMI FL 33031

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TERMINI MARTINEZ, ENZA M
04/27/2016

Electronic Signature of Signing Officer/Director Detail

MGR
October 3, 2016

Small Wonders of Miami Inc.
C11MD2358
Enza Terminl Martinez
14118 SW 288th Street
Homestead, FL 33033
swominc@bellsouth.net

RE: Notice of Termination
Statewide School Readiness Provider Contract (FY 2016-2017)
Statewide Voluntary Pre-kindergarten Provider Contract (FY 2016-2017)

Dear Provider,

This is to notify you that the Coalition has made the decision to terminate your School Readiness (SR) and Voluntary Pre-Kindergarten (VPK) Contract for the 2016-2017 program year.

Loss Prevention audited the learning facility on 08/22/2016 and according to the Provider’s Statewide School Readiness contract agreement the Provider is in breach of the contract for the following items:

(17), Child Immunization and Health Screening
(20), Sign-in/Sigout Process.
(21), Child Absences.
(22), Rilya Wilson Act and At-Risk Children.

Florida Statute 414.39 (4), Any person who (a) Knowingly files, attempts to file, or aids and abets in the filing of, a claim for services to a recipient of public assistance under any state or federally funded public assistance program for services that were not rendered, knowingly files a false claim or a claim for unauthorized items or services under such a program, or his or her family, for an amount in excess of that provided for by law or regulation;
(b) Knowingly fails to credit the state or its agent for payments received from social security, insurance, or other sources; or
(c) In any way knowingly receives, attempts to receive, or aids and abets in the receipt of, unauthorized payment or other unauthorized public assistance or authorization or identification to obtain public assistance as provided herein, is guilty of a crime and shall be punished as provided is subsection (5).

Florida Statute 1002.91, COALITION may suspend or terminate PROVIDER from participation in the school readiness program when it has reasonable cause to believe that PROVIDER has committed fraud. PROVIDER may request a review of COALITION’s
determination to suspend PROVIDER as described in paragraph 64. If suspended, PROVIDER shall remain suspended until the completion of any investigation by the Office of Early Learning, the Department of Financial Services, or any other state or federal agency, and any subsequent prosecution or other legal proceeding.

**Termination for Cause: Section 57 of the SR Contract and Section 52(a), PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (d) Reasonable or probable cause for COALITION to suspect that fraud has been committed by PROVIDER.**

As mentioned above, pursuant to section 64 of School Readiness Contract and Section 58 of VPK Contract, **Coalition's Due Process Procedure, PROVIDER may request a review of the determination made by COALITION under this contract. Reviews will be conducted in accordance with Exhibit 5: Due Process Procedures. While a request for a review is being examined, PROVIDER is not required to implement corrective action. In accordance with s. 1002.82(2)(m), F.S., PROVIDER may not offer any School Readiness services while a request for a review regarding termination of PROVIDER's School Readiness Contract is being examined.**

Please be aware that this decision is preliminary. You must respond in writing requesting a review hearing within five (5) business days with copies of documentation supporting your claim and copy of this letter. The deadline for us to receive your request is **October 7, 2016.**

The request for a hearing must be submitted in written form: electronic to RequestReview@elcmdm.org or by mail to the Early Learning Coalition.

Sincerely,

Angelo Parrino  
Chief Operational Officer

CC:  Jose Hernandez, Director of Provider Payments  
Mercy Castiglione, Chief Financial Officer  
Jackye Russell, Chief of Program Policy & Community Relations  
Lisney Badillo, Director of Contracts and Procurement  
Ana Rodriguez, Fiscal Review manager  
Sandra P. Gonzalez, Senior Vice President of School Readiness and VPK  
Michelle Melan, Director of Quality Assurance
Fiscal Review Childcare Facility Monitoring

Date: August 31, 2016

To: Enza M. Termini Martinez, Owner
    Small Wonders of Miami, Inc
    14118 SW 288 ST
    Leisure City, FL 33033

Auditor: Sunays Rodriguez, Technical Assistance and Loss Prevention Specialist
Assessor: Ana Rodriguez, Technical Assistance and Loss Prevention Manager

Subject: School Readiness\Voluntary Pre-Kindergarten Monitoring for June and July 2016

Summary of SR\ VPK Attendance Records:
- Number of School Readiness children audited: 59
- Number of Voluntary Pre-Kindergarten children audited: 0
- Number of Parental Sign in/ out Attendance Sheets reviewed: 59
- The monitor reviewed the last sign in/out sheet available which was the month of June and July.

At the time of audit on August 22nd, the following discrepancies were found on the children's files; sign in/out forms; and Provider records.

- According to the Provider's Statewide School Readiness Contract Agreement, Loss Prevention has found the Provider to be in breach of the contract for the following items:
  
  Page 17 (17), Child Immunization and Health Screening: Provider has 30 days to obtain and retain information from the parent regarding the child's age appropriate immunizations.

  Immunization records were expired since April 2016 through June 2016

  Example: Mederos, Khalii (1182),
  Blount, Juliana (3031)
  Spivey, Mylonha (3111)

  Regarding the accident/incident reports, Provider does not have full written documentation on treatment regarding a child incident.

  Example: Macola, Brithay (BG1) incident date: 7/27/16

  Page 17 (20), Sign-in/Sign-out Process: Provider agrees to maintain daily attendance in accordance with s. 1002.81 F.S.

  Current Parental Sign-in/Sign-out attendance forms were pre-signed for the day; not signed at all; and/or were pre-signed till the end of the month.

  Example: Cooper, Takendra (3952) Parental sign-in/sign-out form was pre-signed until the end of the month.
Page 17 (21), Child Absences. Provider agrees to notify the Coalition in writing if a child enrolled is absent for five (5) consecutive days with no contact from the parent by the close of the fifth (5th) day.

Provider has not notified the Coalition of any absences in regards to any of the School Readiness or VPK children in their attendance. No forms were found on file.

Provider does not keep a record of any “Transfer Forms” of any of the children that were transferred out of the learning facility.

Example: Alvarez, Joshua (BG1)
The Mackey children (BG1)

Page 17 (22), Rilya Wilson Act and At-Risk Children. Provider agrees to abide by the Rilya Wilson Act s.1002.87, F.S.

Provider has no record on file of any of the absences regarding the At-Risk Children.

(June 2016)

- Parental Sign In/Out attendance sheets are not being used or are incorrectly:
  ✓ Child: Butler, Amariya (5881) On the SR Parental Sign-in/Sign-out form, times logged in and out are exactly the same for the entire month (7:30 AM and 4:00PM)
  ✓ Child: Butler, Angel (9691) On the SR Parental Sign-in/Sign-out form, times logged in and out are exactly the same for the entire month (7:30 AM and 4:00PM)
  ✓ Marquez, Isanet (4911) On the SR Parental Sign-in/Sign-out form, times logged in and out are exactly the same for the entire month (7:00 AM and 4:00PM). Person authorized to pick up child did not sign with a complete legible signature. **Please note:** A legible signature includes the full first name or first initial of the parent with the full last name.

- Mismatched Verification of Attendance: Parental Sign in/Sign out form and Enrollment/Attendance Roster.
  ✓ Child: Salto, Brenda (4337) Parent’s signature is crossed out on the SR Parental Sign-in/Sign-out form for June 1st. **Please note:** A crossed out parental signature is considered the same as a missing parent signature. Provider is allowed up to three (3) Excused Absences (E) per child, per month. No adjustment will be made, however, Provider needs to make sure that the attendance codes are recorded correctly.

(July 2016)

- Parental Sign In/Out attendance sheets are not being used or are incorrectly used for July 2016:
  ✓ Child: Anderson, Jeremiah (8486) On the SR Parental Sign-in/Sign-out form, times logged in and out are exactly the same for the entire month (8:00 AM and 5:00/6:30PM)
  ✓ Child: Butler, Amariya (5881) On the SR Parental Sign-in/Sign-out form, times logged in and out are exactly the same for the entire month (7:30 AM and 4:00PM)
Parental Sign-in/Sign-out forms:

- **Child: Butler, Angel (9691)**: On the SR Parental Sign-in/Sign-out form, times logged in and out are exactly the same for the entire month (7:30 AM and 4:00 PM).

- **Child: Marquez, Isanet (4911)**: On the SR Parental Sign-in/Sign-out form, times logged in and out are exactly the same for the entire month (7:00 AM and 6:00 PM). Person authorized to pick up child did not sign with a complete legible signature. **Please note:** A legible signature includes the full first name or first initial of the parent with the full last name.

- **Child: Ramos, Angelis (2200)**: On the SR Parental Sign-in/Sign-out form, times logged in and out are exactly the same for the entire month (8:00 AM and 5:00/6:30 PM).

- **Child: Riley, Camron (2591)**: On the SR Parental Sign-in/Sign-out form, times logged in and out are exactly the same for the entire month (8:30 AM and 5:30 PM).

- **Mismatched Verification of Attendance: Parental Sign-in/Sign-out form and Enrollment/Attendance Roster.**

- **Child: Clark, Tori (4256)**: Provider marked on the SR Enrollment/Attendance Roster (X) present for July 15th, though the Sign in/out form shows no parental signature recorded for that day. **Provider is allowed up to three (3) Excused Absences (E) per child, per month. No adjustment will be made, however, Provider needs to make sure that the attendance codes are recorded correctly.**

**Below is your Corrective Action Plan. The items listed should be addressed and brought to standards:**

- Please submit your paperwork correctly to avoid any future payment adjustments. It is important to pay close attention to the complete verification of attendance.

- Provider needs to make sure all sign in/out forms are signed daily.

- Provider needs to make sure all sign in/out forms are signed daily and must be complete at the actual time of submission, not an estimated time.

- Please make sure all sign in/out sheets have a complete legible signature. A legible signature includes the full first name or first initial of the parent with the full last name.

- Technical assistance was provided during the visit.

**Recommendation/Action:**

Upon receipt of this notification, please make the necessary corrections, adjustments will be reported to the payments department. **Funds may be disallowed and you may be suspended from administering SR/VPK until you can show that you are in compliance with the above mentioned items.**

Please be advised that the Early Learning Coalition of Miami-Dade/Monroe has established a grievance policy and procedures designed to provide prompt and orderly resolution of complaints or disputes arising in the course of conducting business with, receiving services from, and/or providing services to the Coalition. Any party has the right to present their grievance to the Coalition within thirty (30) days of an occurrence, or within thirty (30) days of a party having reasonable knowledge of said matter. Grievance(s) must be submitted in written form (electronic or mail) to the Early Learning Coalition.
If you need assistance, you may contact Ana Rodriguez at the Early Learning Coalition of Miami-Dade/Monroe at (305) 646-7220 ext. 2277

The Coalition recommends that you consult the Attendance Procedures from the Florida Office of Early Learning website at www.floridaearlylearning.com

Thank you for your cooperation.
Supporting Documentation

1. Report from call center agent of anonymous call to call center
   a. Information regarding the 6 month absence from child Khalil Mederos
   b. Provider claimed the child’s attendance for 6 months when the child was not attending the school

2. Parent statement
   a. Parent, Jennifer Mederos, provided a written statement stating:
      ii. Provider is aware the parent had pre-signed from February 2016 – July 2016

3. Referral form and evaluations from a facility in Tennessee
   a. Supporting documentation which reflects the dates the child moved to Tennessee
Individualized Family Service Plan

Child's Name: Khalil Mederos  IFSP Meeting Date: 5/18/2016  IFSP Print Date: 5/26/2016
Birth Date: 03/22/2014  IFSP Type: INITIAL

Designated Service Coordinator: Sandy Bates, SW, (731)421-6843

TRANSITION DATES

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<tr>
<td>Annual IFSP Date</td>
<td>5/18/2017</td>
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<td>Planning Conference with Parent/s, Lead Agency, LEA and other Service Providers as appropriate. (At least 90 days, or up to 6 months prior to child's third birthday)</td>
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<td>Transition to LEA, as appropriate</td>
<td>03/21/2017</td>
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NATURAL ENVIRONMENTS/SETTINGS

To the maximum extent appropriate, services will be provided in natural environments, including the home, and community settings that are natural or normal for the child's age peers who have no disabilities. Natural environments for young children are those environments/situations that are within the context of the family's lifestyle - their home, their culture, daily activities, routines and obligations. Services will only be provided in settings not identified as the natural environment when it is determined that the desired outcome/s cannot be satisfactorily achieved within the natural environment of this child and family.

The natural environment for Khalil Mederos includes the following places/settings:

Daycare/home
IDENTIFYING INFORMATION

Child's Name: Khalil Mederos
Child's Birthdate: 03/22/2014
Child's Address: 7384 Hwy 142, Stantonville, TN 38379
Parent's Name(s): Jennifer Mederos,

IFSP Participants Detail:
The following participants were present for the IFSP meeting on 5/18/2016:
Jennifer Mederos, Mother, fully agree
Sandy Bates, TEIS-SC, fully agree

Part C/TEIS

<table>
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<tr>
<th>Eligibility</th>
<th>% of Delay</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diagnosed Condition</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Informed Clinical Opinion</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>Referral</td>
<td>Dept. of Health - 06-APR-16</td>
<td></td>
</tr>
</tbody>
</table>

Designated Service Coordinator/Agency: Sandy Bates, SW, (731)421-6843

YES I am the parent/legal guardian/trained surrogate parent of this child.

YES I have been informed of & understand my rights as a parent under Part C Regulations and I have received a copy of Rights of Infants and Toddlers with Disabilities.

YES I have participated in the development of the IFSP and understand its contents.

YES I agree to its implementation to the degree noted above.

Parent: Date: Parent: Date:

PRESENT LEVELS OF DEVELOPMENT

Health:
Evaluation Date: 04/06/2016  Evaluator: McNairy County Health Dept

Instrument:  Developmental Age(Months):

Chronological Age(Months): 24

Summary: 4-6-16 McNairy County Health Dept. - Well child checkup. Height 35 1/2 inches. Weight 32.6 lbs. Risk assessment completed with no issues noted. Developmental exam - Does not have a 50 word vocabulary. Physical exam - no issues noted. Referred to TEIS for speech.

**Vision:**

Evaluation Date: 04/26/2016  Evaluator: Jena Johnson, M.S., TEIS Developmental Specialist

Instrument:  Developmental Age(Months):

Chronological Age(Months): 25

Summary: A PediaVision was attempted for the vision screening. A checklist and interview were administered to obtain information regarding Khalil’s vision. No concerns were indicated on the current well child physical form and parents reported no concern in respect to Khalil’s vision.

**Hearing:**

Evaluation Date: 04/26/2016  Evaluator: Jena Johnson, M.S., TEIS Developmental Specialist

Instrument:  Developmental Age(Months):

Chronological Age(Months): 25

Summary: An attempt was made to screen your child’s hearing using otoacoustic emissions (OAE) on 4/26/16. Unfortunately, the screen could not be completed due to equipment malfunction.

LEFT EAR Â¢º COULD NOT SCREEN
RIGHT EAR Â¢º COULD NOT SCREEN

The purpose of this screening is to detect possible hearing loss in one or both ears that could prevent normal speech-language development. It is a routine part of TEIS’s battery of screens and evaluations conducted on all children who are seeking eligibility for services.

If you are concerned about your child’s hearing, it is important to act quickly. Discuss your concerns with your child’s doctor and report that a screen could not be completed during this assessment. A referral to a pediatric audiologist will be needed to further check your child’s hearing.

If you are not concerned about your child’s hearing right now, it is important to know the signs of hearing loss since children may develop hearing loss at any age. If your child begins to respond less to voices or environmental sounds or is late in developing sounds, words or sentences, then it is important to tell your child’s doctor and have his/her hearing checked immediately.

For additional information about hearing screens, please do not hesitate to contact us.

**Motor:**

Evaluation Date: 04/26/2016  Evaluator: Jena Johnson, M.S., TEIS Developmental Specialist

Instrument: BD-11  Developmental Age(Months):

Chronological Age(Months): 25
Summary: Khalil is walking, running and kicking a ball. He can walk up and down a few steps with some support. Khalil removes shapes from a form puzzle, stacked a few blocks, and tried to place rings on a post. He is not yet jumping forward, stringing beads on a string, or imitating lines and circles on paper.

**Cognitive:**
Evaluation Date: 04/26/2016  
Instrument: BDI-II  
Chronological Age (Months): 25  
Evaluator: Jena Johnson, M.S., TEIS Developmental Specialist  
Developmental Age (Months):

Summary: Khalil uncovers hidden toys, looks at pictures in books, and occupies himself in play for several minutes at a time. He explores his surroundings and reaches around barriers to get things that he wants. He attempted to work a shape puzzle, but became frustrated easily. He is not yet sitting for three minutes activities, matching shapes or colors, or identifying objects by their use.

**Communication:**
Evaluation Date: 04/26/2016  
Instrument: BDI-II  
Chronological Age (Months): 25  
Evaluator: Jena Johnson, M.S., TEIS Developmental Specialist  
Developmental Age (Months):

Summary: Khalil responds to different tones of voice and he identifies familiar people when named. Khalil makes jabbering sounds and says a few words. Mother reports he can say hi and mom and a few other words. He repeated a few words during the evaluation including, "cookie, show, and look". He waves bye-bye and he identifies familiar objects in his environment. Khalil is not yet saying ten or more words daily or combining words into phrases.

**Self Help:**
Evaluation Date: 04/26/2016  
Instrument: BDI-II  
Chronological Age (Months): 25  
Evaluator: Jena Johnson, M.S., TEIS Developmental Specialist  
Developmental Age (Months):

Summary: Khalil eats well and tries to feed himself with a spoon or fork. He can drink from a sippy cup or a regular cup. Mother reports that he will pull her and sometimes point to show her what he wants. Khalil still takes a pacifier, but mother is trying to reduce its use to nap times. Khalil is not yet putting away toys when asked, letting his family know when he needs to potty, or keeping nonfood items out of his mouth.

**Social/Emotional:**
Evaluation Date: 04/26/2016  
Instrument: BDI-II  
Chronological Age (Months): 25  
Evaluator: Jena Johnson, M.S., TEIS Developmental Specialist  
Developmental Age (Months):

Summary: Khalil has recently started daycare. Mother states he does have some separation anxiety as she drops him off. The classroom teacher reports that Khalil mostly plays on his own, but he will sit at the table with others or in circle times. He imitates
others and will turn to his name. Mother reports that Khalil shows affection to his family and responds to praise and rewards. Khalil is not yet sitting for a short story, allowing others to participate in his activities, or saying his own name.

SUMMARY OF FAMILY RESOURCES, PRIORITIES, AND CONCERNS RELATED TO ENHANCING THE DEVELOPMENT OF THE CHILD

Family Resources:
Khalil and his mother are living with supportive family members. Khalil attends The Giving Tree for daycare. He has recently been approved for TN Care. He currently goes to the Health Department for Checkups. Mother plans to take him to Michele Medical Clinic for his medical needs.

Family Priorities:
Tell mom what he wants/needs
potty training
call others by name or their title, aunt, uncle, ect.
Tell others what he wants without tantrums
identify objects
identify body parts
Sing along/use hand motions with familiar songs
### OUTCOME STRATEGY AND ACTIVITIES

<table>
<thead>
<tr>
<th>Goal</th>
<th># 1</th>
<th>Information, resources, and supports will be provided to the family to assist in the transition process upon exiting TEIS.</th>
<th>Target Date 03/21/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criteria:</td>
<td>Service Coordinator will arrange a meeting with the local school system 3-6 months prior to the child's third birthday to see what services may be available through the local school system. Service Coordinator will provide family information on community resources that may be available to the child.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review Status:</td>
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<td></td>
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<tr>
<td>Goal</td>
<td># 2</td>
<td>Khalil will participate in play, family, meal, and hanging out times by communicating his wants and needs.</td>
<td>Target Date 03/21/2017</td>
</tr>
<tr>
<td>Criteria:</td>
<td>We will know he can do this when he uses words to tell others what he wants and/or needs 7-15 times a day for 2 weeks.</td>
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<tr>
<td>Review Status:</td>
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<td></td>
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<tr>
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<td></td>
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</tr>
<tr>
<td>Goal</td>
<td># 3</td>
<td>Khalil will participate in potty training by indicating his need to potty.</td>
<td>Target Date 03/21/2017</td>
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<tr>
<td>Criteria:</td>
<td>We will know he can do this when he uses words or gestures to tell others he needs to go potty 5-10 times each day for 2 weeks.</td>
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<tr>
<td>Goal Review:</td>
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**Goal #4**  
Khalil will participate in play, family, meal, and hanging out times by making choices.  
Criteria: We will know he can do this when he or uses words to indicate his wants/needs when given choice of 2 or more items 5-10 times a day for 2 weeks.  
Review Status: | Review Date |
<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>Goal Review:</td>
<td></td>
</tr>
</tbody>
</table>

**Goal #5**  
Khalil will participate in play, family, and meal times by naming family members.  
Criteria: We will know he can do this when he names 4-8 family members including himself by name or title each day for 2 weeks.  
Review Status: | Review Date |
<table>
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<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Goal Review:</td>
<td></td>
</tr>
</tbody>
</table>

**Goal #6**  
Khalil will participate in play, family, and hanging out times by communicating his feelings.  
Criteria: We will know he can do this when he tells others how he feels before getting frustrated/mad 3-5 times a day for 2 weeks.  
Review Status: | Review Date |
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Goal Review:</td>
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</table>

**Goal #7**  
Khalil will participate in play and family times by identifying objects.  
Criteria: We will know he can do this when he names 25-50 objects in pictures, books, or his environment each day for 2 weeks.  
Review Status: | Review Date |
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Goal Review:</td>
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</table>
Goal #8  Khalil will participate in play, family, and bath times by identifying body parts.

Criteria: We will know he can do this when he names 5-10 body parts daily for 2 weeks.

Target Date 03/21/2017

Review Status:

Goal Review:

Goal #9  Khalil will participate in play, class, and hanging out times by playing simple hand games with songs.

Criteria: We will know he can do this when he participates in songs by using simple hand movements associated with the song each day for 2 weeks. (i.e. Itsy Bitsy Spider, Wheels on the bus, If your happy and you know it)

Target Date 03/21/2017

Review Status:

Goal Review:

SERVICES

<table>
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<tr>
<th>Service</th>
<th>Goal#</th>
<th>Provider</th>
<th>Starting Date</th>
<th>Expected Duration</th>
<th>Setting</th>
<th>Frequency</th>
<th>Intensity(Hour)</th>
<th>Payer(s)</th>
<th>Justifications for environment</th>
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</thead>
</table>

IFSP MEETING NOTE

Initial IFSP 5/18/2016:
SC met with Khalil's mom, Jennifer, in the family's home to develop the service plan for Khalil. The meeting was timely. We completed the AEPS Family Report and developed goals from concerns listed in the report. We discussed available services. No services were added to the plan at this time. We reviewed Rights and discussed transition.
Date of Referral: 4-6-16

Person Making Referral: Anita Stevens
Child's Name: Mederos, Khalil

Male ☐ Female ☐
Mother: Jennifer Mederos
Father: 
Guardian: 

Child's Address: 1384 Hwy 142
City: Stantonville, TN

Referral Source: McNairy Co. Health Dept.

Reasons for Referral/Concerns:
☐ Vision ☐ Hearing ☐ Seizures ☐ Diagnosed Condition:
☐ Prenatal Substance Abuse ☐ Low Birth Weight ☐ Low Muscle Tone ☐ Prematurity:
☐ Developmental Delay ☐ Speech ☐ Other:

PCP: ☐ PCP (waiting on TennCare to be effective)

Insurance:
☐ TennCare (will have) ☐ CoverKids ☐ Medicare ☐ TriCare: Prime or Standard (circle one)
☐ Private:

NOTES
IDENTIFYING INFORMATION

Child's Name: Khalil Mederos
Child's Birthday: 03/22/2014
Child's Address: 7384 Hwy 142, Stantonville, TN 38379
Parent's Name(s): Jennifer Mederos,

IFSP Participants Detail: 01/18/11

Jennifer Mederos, Mother, Fully agree

Sandy Bates, TEIS SB, Fully agree

Designated Service Coordinator/Agency: Sandy Bates, SW, (731)421-6843

YES I am the parent/legal guardian/trained surrogate parent of this child.

YES I have been informed of & understand my rights as a parent under Part C Regulations and I have received a copy of Rights of Infants and Toddlers with Disabilities.

YES I have participated in the development of the IFSP and understand its contents.

YES I agree to its implementation to the degree noted above.

Parent: Date: 01/18/11

PRESENT LEVELS OF DEVELOPMENT

Health:
Evaluation Date: 04/06/2016
Evaluator: McNairy County Health Dept

Instrument:
Developmental Age(Months):
Action Requested: A DCF inspection was conducted on September 13, 2016 and provider received a Class 1 Violation on Std. 05, supervision rule. The Coalition recommends termination of School Readiness and/or VPK contract for 2016-2017 and for a period of five (5) years based upon ELC Board Policy to terminate if a provider receives: Class I licensing violation during any consecutive 12 month period, or if a provider has received three (3) Class II licensing violations of the same Class II standard during any consecutive 12 month period.

Background

New Angels Academy 2 Inc.

- Center’s Capacity: 43
- Provider has been contracted with the ELC since 2012
- School Readiness 2016-2017 active
- VPK contract not active since 13-14 due to denied GCE
- Children enrolled for SR as of September: 9
- Accreditation: N/A
- 2015-2016 reimbursements SR approximately = $44,384.72

Issues

A DCF inspection was conducted on September 13th, 2016 and provider received a Class 1 Violation.

- Std 05. Supervision Rule
  05-14: One or more children were not adequately supervised in that [one female child was bitten on the face by two males child’s during the lunch time. The teacher did not see when the incident started because she was helping out another child], which posed an imminent threat to a child, or could or did result in death or serious harm to the health, safety or well-being of a child.

- Within the past 24 months provider has received the following Class I and/or Class II violations:
  9/13/16: 1 Class I, Supervision Rule
  7/5/16: 1 Class II, Ratio Sufficient
  3/8/16: 1 Class II, Ratio Sufficient
  11/19/15: 1 Class II, Background screening
September 29, 2016

New Angels Academy 2 Inc., C11MD1354
Yaqueline Banos, Owner
2189 West 60 Street #101
Hialeah, FL 33016
yara1311@gmail.com

RE: Notice of Termination
Statewide School Readiness Provider Contract (FY 2016-2017)
Statewide Voluntary Prekindergarten Provider Contract (FY 2016-2017)

Dear Ms. Banos,

This is a Notice of Intent for Termination for your SR and VPK Contracts.

Pursuant to s. 402.305(5), (6), and (7), F.S., Provider agreed to provide a healthy and safe environment for children in care as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are specifically addressed in each provider type attachment.

Your facility received the below DCF licensing violations that posed a threat to the health, safety or welfare of the children in your care. The DCF Violation totals are: 1 Class 1, which threatens the health, safety or welfare of children in your care.

9/13/2016: 1 Class 1, Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) &
65C-22.007(2). F.A.C.
05-14 One or more children were not adequately supervised in that [one female child was bitten on the face by two males child’s during the lunch time. The teacher did not see when the incident started because she was helping out another child], which posed an imminent threat to a child, or could or did result in death or serious harm to the health, safety or well-being of a child.

Based upon the foregoing DCF licensing violations, the Coalition has decided to terminate your SR and VPK Contracts, effective 10/30/2016. You are also notified of Coalition's intent to revoke your eligibility to deliver SR and VPK program services for a period of five (5) years.

Section 57 (a) of SR contract, and Section 52 (a) and (b) of VPK Contract - Termination for Cause. Basis of Termination for Cause. *PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for
termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children..."

**Section 59 of SR Contract, and Section 54 of VPK Contract - Revocation of Eligibility.** In accordance with s. 1002.88(2), F.S. and s. 1002.67(4)(b), F.S., if PROVIDER’s Contract is terminated under paragraph 56., 57., or 58., and 52 or 53, COALITION may revoke PROVIDER’s eligibility to deliver the school readiness and/or VPK program for a period of five (5) years.

Please be aware that this decision is preliminary and you have an opportunity to request a review hearing of the Coalition’s determination as described in the SR Contract at Section 64 and Exhibit 5 and VPK Contract at Section 58 and Exhibit 2: Due Process Procedures.

You must respond in writing requesting a review hearing within five (5) business days with copies of documentation supporting your claim and copy of this letter. The deadline for the Coalition to receive your response is **10/7/2016**. The Request for a hearing must be submitted in written form: electronic to RequestReview@elcmdm.org or by mail to the Early Learning Coalition.

If you have any questions related to the SR and/or VPK Contract, please contact your Provider Relationship Manager, Yesenia Reyes at vreyes@elcmdm.org or at 305-646-7220 ext. 2292.

Sincerely,

Angelo Parrino
Chief Operational Officer

CC: Jose Hernandez, Director of Provider Payments
    Mercy Castiglione, Chief Financial Officer
    Jackye Russell, Chief of Program Policy & Community Relations
    Lisney Badillo, Director of Contracts and Procurement
    Ana Rodriguez, Loss Prevention Manager
    Sandra P. Gonzalez, Senior Vice President of School Readiness and VPK
    Michelle Mellan, Director of Quality Assurance
    Fiorella Altare, Director of Quality Counts
Lisa scheduled.

Yesenia, please prepare packet to send to Lisa and Santiago.

Kind Regards,

Lisney Badillo, Director of Contracts and Procurement
LBadillo@elcmdm.org | tel: 786-385-9912
2555 Ponce de Leon Blvd. Suite 500 Coral Gables, Fl. 33134

---

From: Yaqueline Banos [mailto:yara1311@bellsouth.net]
Sent: Monday, October 03, 2016 6:52 PM
To: RequestReview <RequestReview@elcmdm.org>
Subject: Request for hearing.

To Whom It May Concern,

I am writing this email in order to request a hearing due to a notice of termination sent to New Angels Academy 2. Attached is the notice I received stating my right to request a hearing. Thank You.
### ATTENDANCE School Readiness

Unread: 0 / Read: 0 Messages

Show Weekends: YES NO  Show Redetermination Date: YES NO  Show Other Details: YES NO  Sort by funding group: YES NO  Redetermination Period Reminder: YES NO

2016 Sep - School Readiness ✓ Click here to change selected month and/or funding source.

| Lastname, Name | DOB   | Redetermination | FG | Fees  | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 |
|----------------|-------|-----------------|----|-------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Grana, Daniela | 8/25/2015 | 7/16/2017 | BG8 (FT) | $3.20 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Roura, Kelvin  | 9/22/2014  | 12/31/2016 | BG8 (FT) | $4.80 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Diaz, Aviana  | 2/23/2013  | 12/31/2016 | BG8 (FT) | $3.20 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Granja, Daniel A | 11/1/2012 | 7/16/2017 | BG9 (FT) | $1.60 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Perros, Briana A | 2/4/2013 | 1/28/2017 | BG8 (PT) | $1.20 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Rodriguez, HARRY | 11/21/2011 | 3/31/2017 | BG8 (FT) | $4.60 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Martinez, Amiends | 12/3/2010 | 8/31/2017 | BG8 (PT) | $0.80 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Marfinz, Brandy L | 12/2/2009  | 8/31/2017  | BG8 (PT) | $0.40 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |

Closed Ticket [80e112403] Report Processor Report

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Children Total: 9

Closed PROCESS ATTENDANCE SHEET OPEN ATTENDANCE SHEET

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https://providers.elcmdm.org/Attendance/Home/Site/4cfb132130/sr/Date/2016-09-01

10/5/2016
Child Care Facility
Certificate of License

Name of Facility: New Angels Academy 2 Inc
Certificate Number: C11MD1354
Address: 2189 West 60th Street #101
City: Hialeah
Owner: New Angels Academy #2, Inc.
County: Miami-Dade
Zip: 33016

The Department of Children and Families being satisfied that this child care facility has complied with Chapter 65C-22, Florida Administrative Code, Child Care Facility Standards, adopted by the Department and authorized in sections 402.301-402.319, Florida Statutes, approves an Annual license to operate this child care facility.

This certificate is effective
December 9, 2015 Through December 8, 2016
This license may be revoked or suspended for cause.

Maximum Licensed Capacity: 43
Hours of Operation:

<table>
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<th>Mon</th>
<th>Tue</th>
<th>Wed</th>
<th>Thu</th>
<th>Fri</th>
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</table>

Region Administrator or Designee

401 NW 2nd Avenue S-424
Miami, Florida 33128
(786) 257-5207

State of Florida
Licensing Agency:
Department of Children and Families, Child Care Regulation & Background Screening

CF-FSP 5115
Detail by FEI/EIN Number

Florida Profit Corporation
NEW ANGELS ACADEMY #2, INC.

Filing Information

Document Number  P05000081897
FEI/EIN Number      20-2764871
Date Filed          04/27/2005
State               FL
Status              ACTIVE

Principal Address
2189 WEST 60TH ST
SUITE 101
HIALEAH, FL 33016

Changed: 05/01/2006

Mailing Address
9032 NW 163RD TERRACE
HIALEAH, FL 33018

Changed: 05/01/2006

Registered Agent Name & Address
BANOS, RAUL
9032 NW 163RD TERRACE
HIALEAH, FL 33018

Name Changed: 05/01/2006
Address Changed: 05/01/2006

Officer/Director Detail

Name & Address

Title PD

BANOS, RAUL
9032 NW 163RD TERRACE
MIAMI, FL 33018

Title SD
BANOS, YAQUELINE  
9032 NW 163RD TERRACE  
MIAMI, FL 33018

**Annual Reports**

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<tr>
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**Document Images**

03/08/2016 -- ANNUAL REPORT [View image in PDF format]
03/04/2015 -- ANNUAL REPORT [View image in PDF format]
03/27/2014 -- ANNUAL REPORT [View image in PDF format]
07/18/2013 -- Off/Dir Resignation [View image in PDF format]
04/30/2013 -- ANNUAL REPORT [View image in PDF format]
04/23/2012 -- ANNUAL REPORT [View image in PDF format]
04/28/2011 -- ANNUAL REPORT [View image in PDF format]
04/28/2010 -- ANNUAL REPORT [View image in PDF format]
01/16/2009 -- ANNUAL REPORT [View image in PDF format]
01/15/2008 -- ANNUAL REPORT [View image in PDF format]
01/29/2007 -- ANNUAL REPORT [View image in PDF format]
05/01/2006 -- ANNUAL REPORT [View image in PDF format]
04/27/2005 -- Domestic Profit [View image in PDF format]
### Readiness Rate Search Results

Showing 1 - 17 of 17 matched records for your selected search criteria.

| Provider Name | Address | County | Early Learning Coalition | Program Year | Program Type | Readiness Rate |
|---------------|---------|--------|--------------------------|--------------|--------------|----------------|---|
| NEW ANGELS ACADEMY INC. | 2169 WEST 60 ST, STE 101, MIAMI, FL 33166 | Dade | Miami-Dade-Manatee | 2012-13 | School-Year | 49 |
| NEW ANGELS ACADEMY INC. | 2169 WEST 60 ST, STE 101, MIAMI, FL 33166 | Dade | Miami-Dade-Manatee | 2011-12 | School-Year | 6 |
| NEW ANGELS ACADEMY INC. | 2169 WEST 60 ST, STE 101, MIAMI, FL 33166 | Dade | Miami-Dade-Manatee | 2010-11 | School-Year | 0 |
| NEW ANGELS ACADEMY INC. | 2169 WEST 60 ST, STE 101, MIAMI, FL 33166 | Dade | Miami-Dade-Manatee | 2009-10 | School-Year | 163 |
| NEW ANGELS ACADEMY INC. | 2169 WEST 60 ST, STE 101, MIAMI, FL 33166 | Dade | Miami-Dade-Manatee | 2008-09 | School-Year | 100 |
| NEW ANGELS ACADEMY INC. | 2169 WEST 60 ST, STE 101, MIAMI, FL 33166 | Dade | Miami-Dade-Manatee | 2007-08 | School-Year | 200 |
| NEW ANGELS ACADEMY INC. | 2169 WEST 60 ST, STE 101, MIAMI, FL 33166 | Dade | Miami-Dade-Manatee | 2006-07 | School-Year | 100 |
| NEW ANGELS DAY CARE, INC. | 6855 NW 155 ST, MIAMI, FL 33166 | Dade | Miami-Dade-Manatee | 2014-15 | School-Year | No providers received a 2014-15 readiness rate. |
| NEW ANGELS DAY CARE, INC. | 6855 NW 155 STREET SUITE 1, MIAMI, FL 33166 | Dade | Miami-Dade-Manatee | 2013-14 | School-Year | No providers received a 2013-14 readiness rate, as no children were assessed on the FAQ-ES assessed. |

*No data are displayed when there are less than 10 children.*

---

**Search Criteria:**  
- Program Year: All Selected  
- Program Type: School-Year  
- Provider Name: Not Selected  
- City: Not Selected  
- Zip Code: Not Selected  
- Location: Not Selected  
- Early Learning Coalition: Not Selected
September 6th, 2016

To Whom It May Concern,

New Angels Academy 2 authorizes Rosmery Sanchez, teacher of the center, to attempt a phone call to the mother of Angelie Mendez at 6:25 pm on the day of September 6th 2016. The purpose of the call was to check up on the status of the female student to see how she was doing. The phone call was never answered and instead the following voice message was left.

"Good afternoon we are calling from New Angels Academy because we wanted to know how your daughter was doing. Please call us back, your call is important to us."

Thank You.
New Angels Academy 2 would like to notify that on today's date, September 6th, 2016 we had an incident in the center that involved 3 students. The following are the steps taken by the center's staff immediately following the incident.

1. First Aid was conducted on the students involved. The bites were all sanitized with water and soap followed by the application of triple antibiotic cream.

2. The mothers of the students were contacted by telephone.

3. The mother of the female student involved chose to contact the police. Upon arrival of the officers we offered our full assistance and cooperation as they proceeded to inspect the center. The incident was explained to the officers as they wrote their reports.

4. The owner of the center, Yaqueline Banos, was the one that notified the department of children and families about what had occurred.

5. The center filled out their own incident report which was signed by all the parents of the children involved.

6. The owner and director of the center were present at all times to assist the mother of the female student. Trying to comfort her and assist her in calming down for she was extremely upset which was causing the female student to also get upset even when the child was calm and patient.

The center at this time has not passed any disciplinary actions toward the teacher of the students since no proof has been discovered to show there were signs of negligence. The incident is still under investigation.
To the Department of Children and Families

New Angels Academy would like to inform that on September 6th, 2016 an incident took place in the center involving three children. Due to this incident the owner, Yaqueline Banos, immediately contacted the department of children and families to notify them of what had occurred.

We as a center are willing to cooperate completely with the department of children and families to accurately clarify the details of the incident and complete all necessary steps required by the department when dealing with such a matter.

At the moment of the incident we acted appropriately and immediately with all the necessary requirements in accordance with regulations placed by the department of children and families as well as the law.

If any further information is required please contact the owner of the center, Yaqueline Banos at (786) 282-9900 or yara1311@bellsouth.net.

Thank You

New Angels Academy Administration
<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Accident Incident Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>初</td>
<td>Angel's House</td>
</tr>
<tr>
<td>Date &amp; Time of Accident Incident</td>
<td>12:00 PM</td>
</tr>
<tr>
<td>Place of Accident Incident</td>
<td>Classroom</td>
</tr>
<tr>
<td>Name of Accident Incident</td>
<td>Classroom</td>
</tr>
<tr>
<td>Cause of Accident Incident</td>
<td>Fall</td>
</tr>
<tr>
<td>Was a Staff Person in Charge? Yes</td>
<td></td>
</tr>
<tr>
<td>Was a Parent/Guardian Contacted? Yes</td>
<td></td>
</tr>
<tr>
<td>Time of Incident</td>
<td>12:00 PM</td>
</tr>
<tr>
<td>Time of Day</td>
<td>Afternoon</td>
</tr>
</tbody>
</table>

**Description:**

Angel, age 2, fell and injured her left arm in the classroom. The staff immediately contacted her parent and notified the medical personnel. Angel was treated for a sprain and advised to rest for a few days. The incident was reported to the management and appropriate measures were taken to prevent future occurrences.

**Signature:**

Director/Person in Charge

**Note:** This is a sample template for an accident incident report. Actual details may vary.
<table>
<thead>
<tr>
<th>Facility/Room: New Angels Academy</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Child's Name: Kelvin Barua</td>
<td></td>
</tr>
<tr>
<td>Date &amp; Time of Accident/Incident:</td>
<td></td>
</tr>
<tr>
<td>Place of Accident/Incident: New Angels Academy</td>
<td></td>
</tr>
<tr>
<td>Describe Accident/Incident: ESTABA AL MORZANDO, CUANDO DANIO ASU HIJO LA ROMIDA Y EL TOMÓ EL</td>
<td></td>
</tr>
<tr>
<td>Describe Nature of Injury:</td>
<td></td>
</tr>
<tr>
<td>Witnesses (s) to Accident/Incident:</td>
<td></td>
</tr>
<tr>
<td>What Action Was Taken:</td>
<td></td>
</tr>
<tr>
<td>Was Parent/Guardian Contacted?</td>
<td></td>
</tr>
<tr>
<td>Other Persons Contacted:</td>
<td></td>
</tr>
<tr>
<td>Describe Medical Treatment/First Aid:</td>
<td></td>
</tr>
<tr>
<td>Signature of Staff Completing Form: Kelvin Barua</td>
<td></td>
</tr>
<tr>
<td>Signature of Director/Person in Charge:</td>
<td></td>
</tr>
<tr>
<td>Signature of Parent/Legal Guardian:</td>
<td></td>
</tr>
</tbody>
</table>
### Accident/Incident Report

**Facility/Name:** New Angel Academy 2  
**Child's Name:** Allen Santiago  
**Date & Time of Accident/Incident:**  
**Place of Accident/Incident:** New Angel Academy 2  
**Describe Accident/Incident:**  
**Describe Nature of Injury:**  
**Witness(es) to Accident/Incident:**  
**What Action Was Taken:**  
**Was Parent/Guardian Contacted?** Yes  
**Other Persons Contacted:**  
**Describe Medical Treatment/First Aid:**  

**Signature of Staff Completing Form:**  
**Signature of Director/Person in Charge:**  
**Signature of Parent/Legal Guardian:**
### Accident/Incident Report

**Facility Name:** New Angeles Academy 2

**Child's Name:** Adan Santana

**Date & Time of Accident/Incident:** 09/26/16

**Place of Accident/Incident:** New Angeles Academy 2

**Describe Accident/Incident:** Hundieron al niño

**Describe Nature of Injury:** El niño a la hora del almuerzo fue mordido por una mña en su mano izquierda, la hendidura se movía hacia a el hombro, se lo llevó el médico.

**Witness(es) to Accident/Incident:** 3 teachers

**What Action Was Taken?** Se le proporcionó el tratamiento necesario y se le dio tratamiento auxiliar.

**Was Parent/Guardian Contacted?** Yes

**Other Persons Contacted:**

**Describe Medical Treatment/First Aid:** Se le lavó la mano y se le pusieron apósitos.

---

**Signature of Staff Completing Form:** [Signature]

**Date Time:** 09/26/16

**Signature of Director/Person in Charge:** [Signature]

**Date Time:** 09/26/16

**Signature of Parent/Legal Guardian:** [Signature]

**Date Time:** 09/26/16
TEACHER: Dairis Hernandez
Paul Alvarez
Kelvin Roura
Adan Santana
Alexander Donoso
Alice Zequeira
Leah Vega
Brianna Menendez
Angellina Menendez
Elia Borrell
**Inspection Information**

Type: Complaint  Date: 09/13/2016  Arrival/Departure Time: 08:45 AM to 10:30 AM
Staff Present: 5  Children Present: 24

---

<table>
<thead>
<tr>
<th>REQUIREMENT</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>01. License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>02. Licensed Capacity ss. 402.305(6), rule 65C-22.002(3), F.A.C.</td>
<td>Compliance</td>
</tr>
<tr>
<td>03. Minimum Age Requirements ss. 402.305(2), F.S. &amp; rule 65C-22.001(3), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>04. Ratio Sufficient ss. 402.305(4), F.S. &amp; rule 65C-22.001(4), F.A.C.</td>
<td>Compliance</td>
</tr>
</tbody>
</table>

**Compliance Comments**

- Infants: 3 children 1 staff
- Mixed group of 2 years old and 3 years old: 5 children 1 staff
- 1 year old: 9 children 2 staff
- 4 years old: 7 children 1 staff.

<table>
<thead>
<tr>
<th>REQUIREMENT</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>05. Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) &amp; 65C-22.007(2), F.A.C.</td>
<td>Noncompliance</td>
</tr>
</tbody>
</table>

**Non-Compliance Description**

- 05-14 One or more children were not adequately supervised in that [one female child was bitten on the face by two males child's during the lunch time. The teacher did not see when the incident started because she was helping out another child,]. which posed an imminent threat to a child, or could or did result in death or serious harm to the health, safety or well-being of a child.

**Due Date** Completed at time of inspection

<table>
<thead>
<tr>
<th>REQUIREMENT</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>06. Driver's License, Physician Certification &amp; First Aid/CPR Training rule 65C-22.001(6) 65C-22.006(4), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>07. Vehicle Insurance and Inspection ss. 402.305(10), F.S. &amp; rule 65C-22.001(6) F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>08. Seat Belts/Child Restraints ss. 402.305(10), F.S. &amp; rule 65C-22.001(6), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>09. Transportation rule 65C-22.001(6), F.A.C.</td>
<td>Not Monitored</td>
</tr>
</tbody>
</table>
10. Planned Activities ss. 402.305(13), F.S. & rule 65C-22.001(7), F.A.C. Not Monitored

11. Field Trip Permission rule 65C-22.001(7), 65C-22.001(6), F.A.C. Not Monitored

12. Child Discipline ss. 402.305(12), F.S. & rule 65C-22.001(8), F.A.C. Not Monitored

13. Discipline Policy rule 65C-22.001(8), F.A.C. Not Monitored

PHYSICAL ENVIRONMENT

14. Facility Environment rule 65C-22.002(1), 65C-22.002(7) - (9), F.A.C. Not Monitored


17. Lighting rule 65C-22.002(2), F.A.C. Not Monitored

18. Temperature and Ventilation rule 65C-22.002(2), F.A.C. Not Monitored

19. Indoor Floor Space ss. 402.305(6)F.S., rule 65C-22.002(3), 65C-22.007(3)(a), 65C-22.008(3) F.A.C. Not Monitored


22. Fencing rule 65C-22.002(4), F.A.C. Not Monitored
<table>
<thead>
<tr>
<th>Rule Description</th>
<th>Not Monitored</th>
</tr>
</thead>
<tbody>
<tr>
<td>24. Bedding and Linens rule 65C-22.002(10), F.A.C.</td>
<td></td>
</tr>
<tr>
<td>25. Nap/Sleep Space Requirements rule 65C-22.002(5), F.A.C.</td>
<td></td>
</tr>
<tr>
<td>26. Exit Area Clear rule 65C-22.002(5) and (7), F.A.C.</td>
<td></td>
</tr>
<tr>
<td>27. Crib Requirements rule 65C-22.002(5), F.A.C.</td>
<td></td>
</tr>
<tr>
<td>28. Toilets and Sinks rule 65C-22.002(6), F.A.C.</td>
<td></td>
</tr>
<tr>
<td>29. Potty Chairs rule 65C-22.002(6), F.A.C.</td>
<td></td>
</tr>
<tr>
<td>30. Bath Facilities and Supervision rule 65C-22.002(6), F.A.C.</td>
<td></td>
</tr>
<tr>
<td>31. Bathroom Supplies and Equipment rule 65C-22.002(6), F.A.C.</td>
<td></td>
</tr>
<tr>
<td>32. Operable Phone rule 65C-22.002(7), F.A.C.</td>
<td></td>
</tr>
<tr>
<td>33. Fire Drills &amp; Emergency Preparedness rule 65C-22.002(7) F.A.C.</td>
<td></td>
</tr>
<tr>
<td>34. Food Preparation Area 65C-22.002(8), F.A.C.</td>
<td></td>
</tr>
<tr>
<td>35. Health and Sanitation rule 65C-22.002(10), F.A.C.</td>
<td></td>
</tr>
<tr>
<td>36. Drinking Water Available rule 65C-22.002(10), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>37. Sanitary Diapering rule 65C-22.002(10), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>38. Diaper Disposal rule 65C-22.002(10), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>39. Indoor Equipment rule 65C-22.002(11), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>40. Outdoor Equipment rule 65C-22.002(11), F.A.C.</td>
<td>Not Monitored</td>
</tr>
</tbody>
</table>

**TRAINING**

<table>
<thead>
<tr>
<th>41. Training Requirements ss. 402.305(2) - (3), F.S. &amp; &amp; rule 65C-22.003(2) - (3), F.A.C.</th>
<th>Not Monitored</th>
</tr>
</thead>
<tbody>
<tr>
<td>42. 10-Hour In-Service rule 65C-22.003(6), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>43. Credentialed Staff ss.402.305(3), F.S. &amp; &amp; rule 65C-22.003(7)-(8), F.A.C.</td>
<td>Not Monitored</td>
</tr>
</tbody>
</table>

**HEALTH REQUIREMENTS**

<table>
<thead>
<tr>
<th>44. Communicable Disease Control rule 65C-22.004(1), F.A.C.</th>
<th>Not Monitored</th>
</tr>
</thead>
<tbody>
<tr>
<td>45. First Aid Requirements rule 65C-22.004(2), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>46. CPR Requirements rule 65C-22.004(2), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>47. Emergency Telephone Numbers rule 65C-22.004(2), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>48. Accident/ Incident Notification and Documentation rule 65C-22.004(2), F.A.C.</td>
<td>Compliance</td>
</tr>
</tbody>
</table>

*Compliance Comments:*
FSC observed that incidents reports were written and provided to the parents. Parents signed the reports.
49. Medication rule 65C-22.004(3), F.A.C.

Not Monitored

50. Meals and Snacks rule 65C-22.005(1), F.A.C.

Not Monitored

51. Meal and Snack Menus rule 65C-22.005(1), F.A.C.

Not Monitored

52. Food Service rule 65C-22.005(3), F.A.C.

Not Monitored

53. Bottles Sanitary and Labeled rule 65C-22.005(2), F.A.C.

Not Monitored

54. Catered Food and Food Provided by Parents 65C-22.005(1), F.A.C.

Not Monitored

55. Single Service Items rule 65C-22.001(8), 65C-22.002(10), F.A.C.

Not Monitored

56. Records ss. 402.3054(2), F.S., rule 65C-22.006(3)(c)5., F.A.C.

Not Monitored

57. Children's Health/Immunization and Records ss. 402.305(9), F.S.& & rule 65C-22.006(2) - (3) F.A.C.

Not Monitored


Not Monitored


Not Monitored

60. Background Screening Documents ss. 402.3054, F.S. & & rule 65C-22.006(4), F.A.C.

Not Monitored
61. Daily Attendance rule 65C-22.001(10) & rule 65C-22.006(5), F.A.C.  
Not Monitored

62. Emergency Plan/Posted rule 65C-22.002(7), F.A.C.  
Not Monitored

63. Access/Child Abuse or Neglect/Misrepresentation ss. 402.311, 402.319, F.S. & rule 65C-22.001(9),(11), F.A.C.  
Not Monitored

ENFORCEMENT

Received by: Raul Banos  
Date: 09/13/2016

Inspected by: Damaso Hernandez  
Date: 09/13/2016
Name: New Angels Academy 2 Inc ID Number: C11MD1354
Address: 2189 W 60th St Ste 101 City: Hialeah State: FL Zip Code: 33016-2692
Phone Number: (305) 819-0520 Capacity: 43
Owner/Director/Staff Responsible: Raul Banos

Inspection Information
Type: Routine Date: 07/05/2016 Arrival/Departure Time: 10:45 AM to 01:00 PM
Staff Present: 6 Children Present: 28

GENERAL REQUIREMENTS

01. License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S. Compliance

02. Licensed Capacity ss. 402.305(5), rule 65C-22.002(3), F.A.C. Compliance

Compliance Comments
FSC, observed 28 children at the time of the inspection. The facility has capacity for 43 children

03. Minimum Age Requirements ss. 402.305(2), F.S. & rule 65C-22.001(3), F.A.C. Compliance


Non-Compliance Description

Comments
Infants: 5 children 1 staff (out of ratio)
1 years old: 8 children 2 staff
Mixed group of 3 years old and 4 years old: 15 children 1 staff
A staff was brought to cover the infants room
A Notice of Administrative Action was given to the Director for the second occurrence

Due Date: Completed at time of inspection
Violation Level: Class 2 - Technical Support

05. Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) & 65C-22.007 (2), F.A.C. Compliance

06. Driver’s License, Physician Certification & First Aid/CPR Training rule 65C-22.001(6) 65C-22.006(4), F.A.C. Not Applicable

Not Applicable Comments
Per provider, does not provide transportation and none was observed.

07. Vehicle Insurance and Inspection ss. 402.305(10), F.S. & rule 65C-22.001(6) F.A.C. Not Applicable

Not Applicable Comments
Per provider, does not provide transportation and none was observed.

08. Seat Belts/Child Restraints ss. 402.305(10), F.S. & rule 65C-22.001(6), F.A.C. Not Applicable

Not Applicable Comments
Per provider, does not provide transportation and none was observed.
09. Transportation rule 65C-22.001(6), F.A.C.
   Not Applicable Comments
   Per provider, does not provide transportation and none was observed.

10. Planned Activities ss. 402.305(13), F.S. && rule 65C-22.001(7), F.A.C.

11. Field Trip Permission rule 65C-22.001(7), 65C-22.001(6), F.A.C.

12. Child Discipline ss. 402.305(12), F.S. && rule 65C-22.001(8), F.A.C.

13. Discipline Policy rule 65C-22.001(8), F.A.C.

PHYSICAL ENVIRONMENT

14. Facility Environment rule 65C-22.002(1), 65C-22.002(7) - (9), F.A.C.

15. Toxic Substances and Hazardous Materials rule 65C-22.002(1), F.A.C.

16. Supplies Labeled/Stored rule 65C-22.002(1), F.A.C.

17. Lighting rule 65C-22.002(2), F.A.C.

18. Temperature and Ventilation rule 65C-22.002(2), F.A.C.

19. Indoor Floor Space ss. 402.305(6)F.S., rule 65C-22.002(3), 65C-22.007(3)(a), 65C-22.008(3) F.A.C.

20. Outdoor Area/Square Footage ss. 402.305(6), F.S. && rule 65C-22.002(4), F.A.C.

21. Outdoor Play Area rule 65C-22.002(4), F.A.C.
22. Fencing rule 65C-22.002(4), F.A.C.


24. Bedding and Linens rule 65C-22.002(10), F.A.C.

25. Nap/Sleep Space Requirements rule 65C-22.002(5), F.A.C.
   Not Monitored Comments
   Not napping at the time of the inspection.

26. Exit Area Clear rule 65C-22.002(5) and (7), F.A.C.

27. Crib Requirements rule 65C-22.002(6), F.A.C.
   Compliance Comments
   FSC, observed that the facility meets the federal standards for cribs.

28. Toilets and Sinks rule 65C-22.002(6), F.A.C.

29. Potty Chairs rule 65C-22.002(6), F.A.C.
   Not Applicable Comments
   Per provider, does not provide potty chair.

30. Bath Facilities and Supervision rule 65C-22.002(6), F.A.C.

31. Bathroom Supplies and Equipment rule 65C-22.002(6), F.A.C.

32. Operable Phone rule 65C-22.002(7), F.A.C.

33. Fire Drills & Emergency Preparedness rule 65C-22.002(7) F.A.C.
   Compliance Comments
   FSC, observed that the last fire drill was conducted on 06/21/2016 at 2:45 pm with the participation of 32 children and 4 adults.
   The emergency drill was conducted on 01/13/2016 at 12:00 pm with the participation of 32 children and 4 adults.

   Miami-Dade Fire Department approved a fire inspection on 11/09/2015

34. Food Preparation Area 65C-22.002(8), F.A.C.

Compliance
35. Health and Sanitation rule 65C-22.002(10), F.A.C. Compliance

36. Drinking Water Available rule 65C-22.002(10), F.A.C. Compliance

37. Sanitary Diapering rule 65C-22.002(10), F.A.C. Compliance

38. Diaper Disposal rule 65C-22.002(10), F.A.C. Compliance

39. Indoor Equipment rule 65C-22.002(11), F.A.C. Compliance

40. Outdoor Equipment rule 65C-22.002(11), F.A.C. Compliance

TRAINING

41. Training Requirements ss. 402.305(2) - (3), F.S. & rule 65C-22.003(2) – (3), F.A.C. Compliance

42. 10-Hour In-Service rule 65C-22.003(6), F.A.C. Compliance

43. Credentialed Staff ss.402.305(3), F.S. & rule 65C-22.003(7)-(8), F.A.C. Compliance

HEALTH REQUIREMENTS

44. Communicable Disease Control rule 65C-22.004(1), F.A.C. Compliance

45. First Aid Requirements rule 65C-22.004(2), F.A.C. Compliance

46. CPR Requirements rule 65C-22.004(2), F.A.C. Compliance

47. Emergency Telephone Numbers rule 65C-22.004(2), F.A.C. Compliance
48. Accident/ Incident Notification and Documentation rule 65C-22.004(2), F.A.C.   Compliance

49. Medication rule 65C-22.004(3), F.A.C.   Compliance

FOOD AND NUTRITION

50. Meals and Snacks rule 65C-22.005(1), F.A.C.   Compliance

51. Meal and Snack Menus rule 65C-22.005(1), F.A.C.   Compliance

52. Food Service rule 65C-22.005(3), F.A.C.   Compliance

53. Bottles Sanitary and Labeled rule 65C-22.005(2), F.A.C.   Compliance

54. Catered Food and Food Provided by Parents 65C-22.005(1), F.A.C.   Compliance

55. Single Service Items rule 65C-22.001(8), 65C-22.002(10), F.A.C.   Compliance

RECORD KEEPING

56. Records ss. 402.3054(2), F.S., rule 65C-22.006(3)(c)5., F.A.C.   Compliance

57. Children's Health/Immunization and Records ss. 402.305(9), F.S.& & rule 65C-22.006(2) - (3) F.A.C.
   Compliance Comments
   5 children files were reviewed and all are in compliance.

   65C-22.006(3), F.A.C.   Compliance

   Compliance Comments
   6 personal files were reviewed and all are in compliance.
60. Background Screening Documents ss. 402.3054, F.S. & rule 65C-22.006(4), F.A.C.

Compliance

Compliance Comments

6 personal files were reviewed and all are in compliance.

The Child Care Development Block Grant Reauthorization of 2014 requires each state, including Florida, to certify that all child care personnel have been screened and are eligible to work in child care based on the new elements. To facilitate this certification, child care providers, nonpublic schools, religious exempt child care providers, public schools providing child care, and family child care homes and family day care homes must rescreen personnel to include all owners, operators, child care personnel, household members, substitutes and volunteers by September 2017. The rescreening must include level 2 screening, search of sexual predator and sexual offender registry, and child abuse and neglect registry of any state in which the applicant resided during the preceding 5 years.

The Department is asking child Care Providers to begin scheduling rescreening in September 2016 for anyone that was screened prior to July 1st, 2016. Providers will have nine months to rescreen all required owners, operators, child care personnel, household members, substitutes, and volunteers.

All rescreens must be initiated in the Clearinghouse and fingerprints must be submitted by a Clearinghouse compatible Live Scan vendors. It is extremely important that the initiation of the screening occur in the Clearinghouse prior to the arrival at a live scan vendor location. Failure to do so will result in the Department not being able to accept the results and the individual will have to be rescreened including the cost again. Please ensure the correct ORI number is used when sending an individual for fingerprinting.

Steps for completing rescreening:

1. Complete a search in the Clearinghouse prior to sending staff to a live scan vendor for screening to determine:
   a. If the individual is not found after a search, there is no prior screening in the Clearinghouse, select “Initiate Screening.”
   b. If the individual is already in the Clearinghouse, with a Clearinghouse screening available and a status as DCF Child Care Eligible, the individual does not have to go to a live scan vendor for fingerprinting again. Eligibility will be based on the fingerprints retained in the Clearinghouse. You may add the individual to your roster.
   c. If the eligibility indicates an Agency Review is required, you must select “Initiate Agency Review.” This is no cost to you as a provider. This will provide you with an updated Florida Criminal History Public Record.
   d. If there has been a break in service of 90 days, you must select “Initiate Resubmission.” You will receive an updated Florida Criminal History Public Record.
   e. Upon hire, becoming a household member, substitute, or volunteer, immediately add the individual to your program roster.

Important Note: All fingerprinting must occur through a Live Scan compatible vendor. Check the listing in the Clearinghouse prior to initiating and scheduling an appointment with a vendor. Fingerprinting from a vendor that is not Clearinghouse compatible cannot be processed by DCF for the purposes of a clearance for child care employment.

2. The fingerprint results from the Federal Bureau of Investigation will be returned to DCF via the Florida Department of Law Enforcement. DCF will review both the federal and state criminal history records, along with state criminal records, national sex offender registry, and the child abuse and neglect registry.

3. DCF will issue an eligible or non-eligible result for employment through the Clearinghouse upon completion of searches and results from other states, if applicable.

4. DCF will send a letter/email to the employer advising of the search of the Florida’s child abuse and neglect registry.

5. The employer/owner/operator must conduct employment history checks, including documented attempts to contact each employer that employed the individual within the preceding five years and documentation of the findings.

6. The employer/owner/operator must send a request for a search of each state’s child abuse and neglect registry if the individual has lived outside the state of Florida in the preceding five years. Visit www.myfamilies.com/backgroundscreening, click on the Out of State Abuse Registry Check link to obtain the instructions and forms to complete to submit a request for a search. Documentation of the date the search was requested, and the date the results were received, must be maintained in the employee’s file for review by the licensing authority.

7. The employer/owner/operator must conduct a search of the sexual offender/predator website in Florida via https://offender.idle.state.fl.us/Offender/Homepage.do, and any state the individual has lived in outside the state of Florida in the preceding five years. Visit www.myfamilies.com/backgroundscreening, click on the Out of State Sexual Predator/Offender Registry Check link to obtain the instructions and forms to complete to submit the request for a search. Documentation of the date the search, and findings from each state, must be documented in the employee’s file for review by the licensing authority.

8. The employer/owner/operator must maintain on-site at the program copies/documentation of completion of all applicable elements in the screening process for an individual in the personnel file for review by the licensing authority.

9. Failure to initiate the screening through the Clearinghouse will result in invalid screening and the individual will have to be re-fingerprinted and pay the fees again.

10. Immediately remove individuals from the program roster when employment terminates.

The failure of the state to certify compliance could result in the loss of funding to the state to support school readiness programs and their families.

61. Daily Attendance rule 65C-22.001(10) & rule 65C-22.006(5), F.A.C.

Compliance

62. Emergency Plan/Posted rule 65C-22.002(7), F.A.C.

Compliance
ENFORCEMENT

63. Access/Child Abuse or Neglect/Misrepresentation ss. 402.311, 402.319, F.S. && rul 65C-22.001(9),(11), F.A.C.

Compliance

Counselor Comments
Background letter was reviewed and given to the Director.

Received by: Raul Banos
Date: 07/05/2016

Inspected by: Damaso Hernandez
Date: 07/05/2016
## General Requirements

### 01. License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S.
Compliance

### 02. Licensed Capacity ss. 402.305(6), rule 65C-22.002(3), F.A.C.
Compliance Comments:
- FSC, observed 22 children at the time of the inspection. The facility has capacity for 43 children

### 03. Minimum Age Requirements ss. 402.305(2), F.S. & rule 65C-22.001(3), F.A.C.
Compliance

### 04. Ratio Sufficient ss. 402.305(4), F.S. & rule 65C-22.001(4), F.A.C.
Noncompliance

**Non-Compliance Description**

**Comments**
- Infants: 5 children 1 staff (out of ratio)
- Mixed of group 1 year old and 2 year old: 6 children 1 staff
- Mixed of group 2 year old, 3 year old, 4 year old: 11 children 1 staff
- Director covered Infants room
- A Notice of Administrative Warning was given to the Director.

**Due Date** Completed at time of inspection

**Violation Level** Class 2 - Technical Support

### 05. Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) & 65C-22.007(2), F.A.C.
Compliance

### 06. Driver's License, Physician Certification & First Aid/CPR Training rule 65C-22.001(6) 65C-22.006(4), F.A.C.
Not Applicable

**Not Applicable Comments**
- Per provider, does not provide transportation and none was observed.

### 07. Vehicle Insurance and Inspection ss. 402.305(10), F.S. & rule 65C-22.001(6) F.A.C.
Not Applicable

**Not Applicable Comments**
- Per provider, does not provide transportation and none was observed.

### 08. Seat Belts/Child Restraints ss. 402.305(10), F.S. & rule 65C-22.001(6), F.A.C.
Not Applicable

**Not Applicable Comments**
- Per provider, does not provide transportation and none was observed.

### 09. Transportation rule 65C-22.001(6), F.A.C.
Not Applicable

**Not Applicable Comments**
- Per provider, does not provide transportation and none was observed.
10. Planned Activities ss. 402.305(13), F.S. & rule 65C-22.001(7), F.A.C. Compliance

11. Field Trip Permission rule 65C-22.001(7), 65C-22.001(6), F.A.C. Compliance

12. Child Discipline ss. 402.305(12), F.S. & rule 65C-22.001(8), F.A.C. Compliance

13. Discipline Policy rule 65C-22.001(8), F.A.C. Compliance

PHYSICAL ENVIRONMENT

14. Facility Environment rule 65C-22.002(1), 65C-22.002(7) - (9), F.A.C. Compliance

15. Toxic Substances and Hazardous Materials rule 65C-22.002(1), F.A.C. Compliance

16. Supplies Labeled/Stored rule 65C-22.002(1), F.A.C. Compliance

17. Lighting rule 65C-22.002(2), F.A.C. Compliance

18. Temperature and Ventilation rule 65C-22.002(2), F.A.C. Compliance

19. Indoor Floor Space ss. 402.305(6)F.S., rule 65C-22.002(3), 65C-22.007(3)(a), 65C-22.008(3) F.A.C. Compliance

20. Outdoor Area/Square Footage ss. 402.305(6), F.S. & rule 65C-22.002(4), F.A.C. Compliance


22. Fencing rule 65C-22.002(4), F.A.C. Compliance
Compliance

24. Bedding and Linens rule 65C-22.002(10), F.A.C.  
Compliance

25. Nap/Sleep Space Requirements rule 65C-22.002(5), F.A.C.  
Not Monitored
Not monitoring at the time of the inspection

26. Exit Area Clear rule 65C-22.002(5) and (7), F.A.C.  
Compliance

27. Crib Requirements rule 65C-22.002(6), F.A.C.  
Compliance
Compliance Comments
FSC, observed that cribs meet federal guidelines

28. Toilets and Sinks rule 65C-22.002(6), F.A.C.  
Compliance

29. Potty Chairs rule 65C-22.002(6), F.A.C.  
Not Applicable
Not Applicable Comments
Per provider, does provide potty chair

30. Bath Facilities and Supervision rule 65C-22.002(6), F.A.C.  
Compliance

31. Bathroom Supplies and Equipment rule 65C-22.002(6), F.A.C.  
Compliance

32. Operable Phone rule 65C-22.002(7), F.A.C.  
Noncompliance

Non-Compliance Description
32-01 The facility staff did not have a working corded telephone available within the building in the event of a power outage.

Comments
FSC, observed that the facility did not have a working corded telephone.
Technical assistance provided to the Director.

Due Date 04/14/2016  
Violation Level Class 3 - Technical Support

33. Fire Drills & Emergency Preparedness rule 65C-22.002(7) F.A.C.  
Compliance

Compliance Comments
FSC, observed that the last fire drill was conducted on 02/18/2016 at 8:30 am with the participation of 32 children and 4 adults.
The last emergency drill was conducted on 10/27/2015 at 10:00 am with the participation of 31 children and 4 adults.

Miami-Dade Fire Department approved a fire inspection on 11/09/2015

34. Food Preparation Area 65C-22.002(8), F.A.C.  
Compliance
35. Health and Sanitation rule 65C-22.002(10), F.A.C.  Compliance

36. Drinking Water Available rule 65C-22.002(10), F.A.C.  Compliance

37. Sanitary Diapering rule 65C-22.002(10), F.A.C.  Compliance

38. Diaper Disposal rule 65C-22.002(10), F.A.C.  Compliance

39. Indoor Equipment rule 65C-22.002(11), F.A.C.  Compliance

40. Outdoor Equipment rule 65C-22.002(11), F.A.C.  Compliance

TRAINING

41. Training Requirements ss. 402.305(2) - (3), F.S. & rule 65C-22.003(2) - (3), F.A.C.  Compliance

42. 10-Hour In-Service rule 65C-22.003(6), F.A.C.  Compliance

43. Credentialed Staff ss.402.305(3), F.S. & rule 65C-22.003(7)-(8), F.A.C.  Compliance

HEALTH REQUIREMENTS

44. Communicable Disease Control rule 65C-22.004(1), F.A.C.  Compliance

45. First Aid Requirements rule 65C-22.004(2), F.A.C.  Compliance

46. CPR Requirements rule 65C-22.004(2), F.A.C.  Compliance

47. Emergency Telephone Numbers rule 65C-22.004(2), F.A.C.  Compliance
48. Accident/Incident Notification and Documentation rule 65C-22.004(2), F.A.C.
Compliance Comments
Blank forms available

49. Medication rule 65C-22.004(3), F.A.C.
Compliance Comments
Blank forms available

50. Meals and Snacks rule 65C-22.005(1), F.A.C.
Compliance

51. Meal and Snack Menus rule 65C-22.005(1), F.A.C.
Compliance

52. Food Service rule 65C-22.005(3), F.A.C.
Compliance

53. Bottles Sanitary and Labeled rule 65C-22.005(2), F.A.C.
Compliance

54. Catered Food and Food Provided by Parents 65C-22.005(1), F.A.C.
Compliance

55. Single Service Items rule 65C-22.0011(8), 65C-22.002(10), F.A.C.
Compliance

RECORD KEEPING

56. Records ss. 402.3054(2), F.S., rule 65C-22.006(3)(c)5, F.A.C.
Compliance

57. Children's Health/Immunization and Records ss. 402.305(9), F.S. & rule 65C-22.006(2) - (3) F.A.C.
Compliance Comments
10 children files were reviewed and all are in compliance

Compliance

Noncompliance
Non-Compliance Description
59-05 The personnel record did not include a signed CF-FSP 5337 Child Abuse and Neglect Reporting Requirements form.

Comments
4 files reviewed and 1 out of 4 did not have the CF-5337 form in file.
Technical assistance provided to the Director.

Due Date: 04/14/2016

Violation Level: Class 3 - Technical Support

60. Background Screening Documents ss. 402.3054, F.S. & rule 65C-22.006(4), F.A.C.

Noncompliance

60-03 The Affidavit Of Good Moral Character was not completed prior to date of hire.

Comments
4 files reviewed and 1 out of 4 did not have the Good Moral Character in file.
Technical assistance provided to the Director.

Due Date: 04/14/2016

Violation Level: Class 3 - Technical Support

61. Daily Attendance rule 65C-22.001(10) & rule 65C-22.006(5), F.A.C.

Compliance

62. Emergency Plan/Posted rule 65C-22.002(7), F.A.C.

Compliance

ENFORCEMENT

63. Access/Child Abuse or Neglect/Misrepresentation ss. 402.311, 402.319, F.S. & rule 65C-22.001(9),(11), F.A.C.

Compliance

Received by: Yacqueline Banos
Date: 03/08/2016

Inspected by: Damaso Hernandez
Date: 03/08/2016
Name: New Angels Academy 2 Inc  ID Number: C11MD1354  
Address: 2189 W 60th St Ste 101 33016  City: Hialeah  
State: FL  Zip Code: 1354-2692  
Phone Number: (305) 819-0520  Capacity: 43  
Owner/Director/Staff Responsible: Yacquelle Banos

**Inspection Information**
Type: Renewal  
Date: 11/19/2015  
Arrival/Departure Time: 08:00 AM to 10:00 AM  
Staff Present: 3  
Children Present: 14

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**GENERAL REQUIREMENTS**

01. License Displayed/Citation Posted/Advertising ss. 402.3125, 402.318, F.S.  
Compliance

02. Licensed Capacity ss. 402.305(6), rule 65C-22.002(3), F.A.C.  
Compliance

Compliance Comments:
FSC observed 12 children in the center at the time of inspection. The center has capacity for 43 children.

03. Minimum Age Requirements ss. 402.305(2), F.S. & rule 65C-22.001(3), F.A.C.  
Compliance

04. Ratio Sufficient ss. 402.305(4), F.S. & rule 65C-22.001(4), F.A.C.  
Compliance

Compliance Comments:
Infants and 1 year old: 4 children 1 staff  
Mixed group of 2 and 3 year old: 10 children 1 staff

05. Supervision rule 65C-22.001(5), 65C-22.001(6), 65C-22.002(4) & rule 65C-22.007 (2), F.A.C.  
Compliance

06. Driver’s License, Physician Certification & First Aid/CPR Training rule 65C-22.001(6)  
65C-22.006(4), F.A.C.  
Not Applicable

Not Applicable Comments:
Per provider, does not provide transportation and none was observed.

07. Vehicle Insurance and Inspection ss. 402.305(10), F.S. & rule 65C-22.001(6) F.A.C.  
Not Applicable

Not Applicable Comments:
Per provider, does not provide transportation and none was observed.

08. Seat Belts/Child Restraints ss. 402.305(10), F.S. & rule 65C-22.001(6), F.A.C.  
Not Applicable

Not Applicable Comments:
Per provider, does not provide transportation and none was observed.

09. Transportation rule 65C-22.001(6), F.A.C.  
Not Applicable

Not Applicable Comments:
Per provider, does not provide transportation and none was observed.

10. Planned Activities ss. 402.305(13), F.S. & rule 65C-22.001(7), F.A.C.  
Compliance
11. Field Trip Permission rule 65C-22.001(7), 65C-22.001(8), F.A.C. Compliance

12. Child Discipline ss. 402.305(12), F.S. & rule 65C-22.001(8), F.A.C. Compliance

13. Discipline Policy rule 65C-22.001(8), F.A.C. Compliance

PHYSICAL ENVIRONMENT

14. Facility Environment rule 65C-22.002(1), 65C-22.002(7) - (9), F.A.C. Compliance

15. Toxic Substances and Hazardous Materials rule 65C-22.002(1), F.A.C. Compliance

16. Supplies Labeled/Stored rule 65C-22.002(1), F.A.C. Compliance

17. Lighting rule 65C-22.002(2), F.A.C. Compliance

18. Temperature and Ventilation rule 65C-22.002(2), F.A.C. Compliance

19. Indoor Floor Space ss. 402.305(6)F.S., rule 65C-22.002(3), 65C-22.007(3)(a), 65C-22.008(3) F.A.C. Compliance

20. Outdoor Area/Square Footage ss. 402.305(6), F.S. & rule 65C-22.002(4), F.A.C. Compliance


22. Fencing rule 65C-22.002(4), F.A.C. Compliance

24. Bedding and Linens rule 65C-22.002(10), F.A.C. Compliance

   Comments
   Children were not napping during the inspection.

26. Exit Area Clear rule 65C-22.002(5) and (7), F.A.C. Compliance

27. Crib Requirements rule 65C-22.002(5), F.A.C. Compliance

28. Toilets and Sinks rule 65C-22.002(6), F.A.C. Compliance

29. Potty Chairs rule 65C-22.002(6), F.A.C. Not Applicable
   Comments
   Per provider, center does not provide potty chairs and none were observed.

30. Bath Facilities and Supervision rule 65C-22.002(6), F.A.C. Compliance

31. Bathroom Supplies and Equipment rule 65C-22.002(6), F.A.C. Compliance

32. Operable Phone rule 65C-22.002(7), F.A.C. Compliance

33. Fire Drills && Emergency Preparedness rule 65C-22.002(7) F.A.C. Compliance
   Comments
   FSC observed that the last fire drill was conducted on 11/12/2015 at 9:00 am with the participation of 26 children and 4 adults. The last emergency drill was conducted on 10/27/2015 at 10:00 am with the participation of 31 children and 4 adults.

   Hialeah Fire Department approved a fire inspection on 11/09/2015.
   Technical Assistance:
   Fire drills must include one drill during napping/sleeping times, one drill using alternative evacuation route and one in the presence of the licensing authority on an annual basis.
   Emergency preparedness and evacuation plan drills for situations such as inclement weather (tornadoes) or a necessary lock down of the facility due to an outside threat. Annually you must practice each drill outlined in your emergency preparedness plan at least once.

34. Food Preparation Area 65C-22.002(8), F.A.C. Compliance

35. Health and Sanitation rule 65C-22.002(10), F.A.C. Compliance
36. Drinking Water Available rule 65C-22.002(10), F.A.C.
Compliance

37. Sanitary Diapering rule 65C-22.002(10), F.A.C.
Compliance

38. Diaper Disposal rule 65C-22.002(10), F.A.C.
Compliance

39. Indoor Equipment rule 65C-22.002(11), F.A.C.
Compliance

40. Outdoor Equipment rule 65C-22.002(11), F.A.C.
Compliance

41. Training Requirements ss. 402.305(2) - (3), F.S. & rule 65C-22.003(2) – (3), F.A.C.
Compliance

42. 10-Hour In-Service rule 65C-22.003(6), F.A.C.
Noncompliance

Non-Compliance Description
42-04 The ten hours of annual in-service training had not been completed for the fiscal year beginning July 1 and ending June 30 for staff.

Comments
FSC observed that ten hours of annual in-service training had not been completed for 2014-2015 fiscal year.
Technical Assistance was provided to the director.

Due Date 12/18/2015
Violation Level Class 3 - Technical Support

43. Credentialled Staff ss.402.305(3), F.S. & rule 65C-22.003(7)-(8), F.A.C.
Compliance

HEALTH REQUIREMENTS

44. Communicable Disease Control rule 65C-22.004(1), F.A.C.
Compliance

45. First Aid Requirements rule 65C-22.004(2), F.A.C.
Compliance Comments
FSC observed a completed first aid kit in the center at the time of inspection.

46. CPR Requirements rule 65C-22.004(2), F.A.C.
Compliance
47. Emergency Telephone Numbers rule 65C-22.004(2), F.A.C. Compliance

48. Accident/Incident Notification and Documentation rule 65C-22.004(2), F.A.C. Compliance

Compliance Comments
blank forms are available

49. Medication rule 65C-22.004(3), F.A.C. Compliance

50. Meals and Snacks rule 65C-22.005(1), F.A.C. Compliance

51. Meal and Snack Menus rule 65C-22.005(1), F.A.C. Compliance

52. Food Service rule 65C-22.005(3), F.A.C. Compliance

53. Bottles Sanitary and Labeled rule 65C-22.005(2), F.A.C. Compliance

54. Catered Food and Food Provided by Parents 65C-22.005(1), F.A.C. Compliance

55. Single Service Items rule 65C-22.0011(8), 65C-22.002(10), F.A.C. Compliance

56. Records ss. 402.3054(2), F.S., rule 65C-22.006(3)(c)5., F.A.C. Compliance

57. Children's Health/Immunization and Records ss. 402.305(9), F.S. & rule 65C-22.006(2) - (3) F.A.C. Compliance

Compliance Comments
15 of 23 children's enrollment/health records were reviewed for compliance.

Technical assistance was provided that annually in August and September, parents of children enrolled in the program must be notified of the required influenza information.


Compliance Comments
All 4 child care personnel records in the system were reviewed of which 4 were updated for compliance. No new personnel were hired since the last inspection as per the director.

60. Background Screening Documents ss. 402.3054, F.S. & rule 65C-22.006(4), F.A.C. Noncompliance

Non-Compliance Description
60-01 Documentation of Level 2 screening was missing for staff.

Comments
FSC observed that documentation of Level 2 Screening was missing for staffs.
Technical Assistance was given to the owner.

Due Date 12/03/2015

Violation Level Class 2 - Technical Support

61. Daily Attendance rule 65C-22.001(10) & rule 65C-22.006(5), F.A.C. Compliance

62. Emergency Plan/Posted rule 65C-22.002(7), F.A.C. Compliance

ENFORCEMENT

63. Access/Child Abuse or Neglect/Misrepresentation ss. 402.311, 402.319, F.S. & rule 65C-22.001(9),(11), F.A.C. Compliance

Received by: Yacqueline Banos
Date: 11/19/2015

Inspected by: Yadira Hernandez
Date: 11/19/2015
Early Learning Coalition Review Hearing Committee Meeting

October 17th, 2016

Esperanza Ospina Large Family Day Care Home – L11MD0027
7339 SW 158th Avenue, Miami, FL 33193

Action Requested: A DCF inspection was conducted on July 22nd, 2016 and provider received two Class 1 Violations on Std. 05. Indoors and Outdoors Supervision and Std. 51. Child Abuse or Neglect/Misrepresentation. The Coalition recommends termination of School Readiness and/or VPK contract for 2016-2017 and for a period of five (5) years based upon ELC Board Policy to terminate if a provider receives: Class I licensing violation during any consecutive 12 month period, or if a provider has received three (3) Class II licensing violations of the same Class II standard during any consecutive 12 month period.

Background

**Esperanza Ospina LFCCH**

- Center’s Capacity: 12
- Provider has been contracted with the ELC since 2012
- Both SR and VPK are active
- Children enrolled for SR and/or VPK: 0
- Accreditation: Expired as of 6/25/2016
- 2015-2016 reimbursements:
  Provider payments as of 5/2/16-6/1/16 = $1,186.70

**Issues**

A DCF inspection was conducted on July 22nd, 2016 and provider received two **Class 1 Violations**.

**Std 05. Indoors and Outdoors Supervision**

**Non-Compliance Description**

05-01: Children were not being adequately supervised. Victim child and two other children were left in care with a household member who does not have the required training to take care of children in the large family day care home. During the time that the victim child was not supervised, the child came into contact with a hot beverage left on the child’s activity table by the household member, and suffered burns as a result. Victim child is no longer enrolled in the large family day care home.

Technical assistance was provided to the operator. She was informed that only the operator, an employee and substitute are allowed to take care of children enrolled.
September 13, 2016

Esperanza Osplina Large Family Child Care Home
L11MD0027
Esperanza Osplina, Director/Owner
7339 SW 158 Avenue
Miami, FL 33193
nanafamilycenter@yahoo.com

RE: Notice of Termination
Statewide School Readiness Provider Contract (FY 2016-2017)
Statewide Voluntary Prekindergarten Provider Contract (FY 2016-2017)

Dear Provider,

This is a Notice of Intent for Termination of your SR and VPK Contracts.

Pursuant to s. 402.305(5), (6), and (7), F.S., Provider agreed to provide a healthy and safe environment for children in care as applicable, and as verified pursuant to s. 402.311, F.S. Health and Safety requirements are specifically addressed in each provider type attachment.

Your facility received the below DCF licensing violations that posed a threat to the health, safety or welfare of the children in your care. The DCF Violation totals are: 2 Class 1′s, which threatens the health, safety or welfare of children in your care.

   (1 Class 1 Violation)
   - 05-01 Children were not being adequately supervised in that [Large Family Day Care Home].

2. July 22nd 2016: Child Abuse or Neglect/Misrepresentation ss.402.319, F.S. & rule 65C-20.010(7), F.A.C.
   (1 Class 1 Violations)
   - 51-01 The operator, employee or substitute, while caring for children, committed an act or omission that meets the definition of child abuse or neglect provided in Chapter 39, Florida Statutes.

Based upon the foregoing DCF licensing violations, the Coalition has decided to terminate your SR/VPK Contracts, effective October 25th, 2016. You are also notified of Coalition’s intent to revoke your eligibility to deliver SR/VPK program services for a period of five (5) years.

Section 57 (a) of SR contract - Termination for Cause. Basis of Termination for Cause. “PROVIDER agrees that COALITION has the right to terminate this Contract for cause at any time. The following are grounds for termination for cause: (a) Action, or lack of action, which threatens the health, safety or welfare of children…”

Section 59 of SR Contract - Revocation of Eligibility. In accordance with s. 1002.88(2), F.S. and s. 1002.67(4)(b), F.S., if PROVIDER’s Contract is terminated under paragraph 56., 57., or 58., and 52 or 53, COALITION may revoke PROVIDER’s eligibility to deliver the school readiness program for a period of five (5) years.

Please be aware that this decision is preliminary and you have an opportunity to request a review hearing of the Coalition’s determination as described in the SR Contract at Section 64 and Exhibit 5: Due Process Procedures.
You must respond in writing requesting a review hearing within five (5) business days with copies of documentation supporting your claim and a copy of this letter. The deadline for the Coalition to receive your response is September 20th, 2016. The Request for a hearing must be submitted in written form electronic to RequestReview@elcmdm.org or by mail to the Early Learning Coalition.

If you have any questions related to the SR and/or VPK Contract, please contact your Provider Relationship Manager, Angela Gill at AGill@elcmdm.org or at 305-646-7220 ext. 2577.

Sincerely,

[Signature]

Angelo Parino
Chief Operational Officer

CC: Jose Hernandez, Director of Provider Payments
    Mercy Castiglione, Chief Financial Officer
    Jackye Russell, Chief of Program Policy & Community Relations
    Lirney Badilo, Director of Contracts and Procurement
    Ana Rodriguez, Loss Prevention Manager
    Sandra P. Gonzalez, Senior Vice President of School Readiness and VPK
    Michelle Meilan, Director of Quality Assurance
    Fiorella Altare, Director of Quality Counts
Mother speaks out after toddler suffers severe burns at daycare

SOUTHWEST MIAMI-DADE, FLA. (WSVN) - A mother is speaking out about her 2-year-old daughter's severe burns she suffered at a Southwest Miami Daycare.

Elena Martinez said the incident happened on June 30th when she dropped off her 2-year-old daughter, Leiah. According to Martinez, she was left at the daycare.

"I just went away, I came back, I don't know what really got the truth," Martinez said.

It began last August, when Martinez received a call from Leiah's daycare. "She told me that Leiah had gotten burned, not to break out," Martinez said.

According to Martinez, daycare owner Eugenio Zegarra had an appointment the day of the incident and left her 2-year-old daughter with a change. Martinez said she was told that someone told Leiah to put her hand in the toilet. "Then she told me that for an hour, he was holding her in the toilet and she was crying."
According to Martinez, the same source, Olgaria’s husband was an approximation the day of the murder and left her 20-year-old daughter in charge. Martinez said the man told the delegation when he was told of Olgaria’s murder, he was hysterical and crying. Martinez said he was asked if he could be a source of information in the investigation.

A source had released parts of a photo that were allegedly from the scene itself. "It’s completely surrounded by users," the source said, referring to Olgaria’s area. "I don’t know why someone would want to use a social media for a group of people, but it seems like a difficult task for them to use it.

"Looking at the evidence and the witness information," the source said, "it makes me sad because there’s a world of love." The source said it would have been a very strange experience to have Olgaria call her, but she was comforted by the fact that she had her son with her.

"Always called me to Olgaria for the news," the source said. "Olgaria said the only way to know the person’s wishes was to say that the social media is the only way to know the person. And still, there’s a lot of people who are not using it.

"When some friends told me that the social media was a way to give much information," the source said. "We should add a little to the data.

"They were singing Olgaria’s song to a group of people in a public place," the source said. "Why did you do something like that? Why didn’t you ask me first?" The source said they were supposed to do "the best.

"Everyone’s working together in the same campaign," the source said. "Everyone’s working together in a campaign that’s being handled with the same declaration to prevent it.

"Copyright 2017 WSB-TV, Nashville, Tenn. All rights reserved. This material may not be published, broadcast, rewritten or redistributed."
SOUTHWEST MIAMI-DADE, FLA. (WSVN) - A mother is speaking out after her 2-year-old daughter suffered second and third degree burns at a Southwest Miami-Dade daycare.

Ena Martinez said she was told a cup of hot tea fell on her 2-year-old daughter, Leah. However, she is doubtful that this is the truth. "I just want answers. I want the truth. I don't think we really got the truth," Martinez said.

It began last August, when Martinez received a call from Leah's daycare. "She said that Leah had got burned, not to freak out," Martinez said.

According to Martinez, daycare owner Esperanza Ospina had an appointment the day of the incident and left her 22-year-old daughter in charge. Martinez said she was told that somehow, when Leah was out of sight, she managed to knock the cup of tea all over herself, sending her to the intensive care unit overnight.

A photo shows the marred parts of Leah's body that were allegedly hit with the liquid. "She's completely burned, from over here, her chest, her stomach, her thigh," Martinez said. "I don't think she really did get burned with a cup of hot tea, I mean how hot was she drinking her tea?"

Looking at the images is still too much for Martinez. "I want to cry," the mother said. "It makes me sad because I never wanted Leah — I would never wish anyone to experience that with their kids. It's really hard. It makes me mad. It makes me really upset."

7News reached out to Ospina for the story, but her husband, Diego Ospina, said she was too busy at the moment. However, he did say that he and Ospina treat the kids as if they were their own. "And all those kids, that she takes care of, those are our kids too," he said.

When asked about the incident with Leah Martinez, Diego did not give much information. "You should talk to a lawyer," he said.

However, Martinez made it clear that she has every intention of taking legal action.

She says she's taking Ospina to court to keep other kids safe. "And she asks me later, down the line, 'Why didn't you do anything for me. Why didn't you fight for me?' I'm her mom. That's what I'm supposed to do," she said.

Martinez's attorney said they will be filing a lawsuit, Friday. A representative for the insurance company handling the case declined to comment.

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Follow this story
IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CASE NO.
FL BAR NO: 476706

LEAH MARTINEZ, a minor by
and through her parent and natural
guardian, ENA MARTINEZ,

Plaintiff,

vs.

OSPINA LARGE FAMILY CHILD CARE
f/k/a NANA'S LEARNING CENTER,

Defendant.

COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, LEAH MARTINEZ, a minor by and through her
Parent and natural guardian, ENA MARTINEZ, and sues the Defendant, OSPINA
LARGE FAMILY CHILD CARE f/k/a NANA'S LEARNING CENTER (hereinafter
referred to as "OSPINA"), and alleges as follows:

1. This is an action for damages in excess of Fifteen Thousand Dollars ($15,000.00).

2. At all times material hereto, Plaintiff, ENA MARTINEZ, is a resident of Miami-Dade,
Florida, and is over the age of eighteen (18) years, and is otherwise sui juris.

3. At all times material hereto, Plaintiff, LEAH MARTINEZ, a minor, (DATE OF BIRTH
May 23rd, 2014) is the natural daughter of ENA MARTINEZ and reside together as mother
and daughter.

4. That upon information and belief and at all times material hereto, the Defendant,
"OSPINA", was and is a day care/ school/learning center doing business in the State of
Florida located at 7339 SW 158 Avenue, Miami FL 33193 and owned by ESPERANZA OSPINA. Minor Plaintiff, LEAH MARTINEZ, attended said day care.

**COUNT I – NEGLIGENT SUPERVISION OF DEFENDANT ‘OSPINA’**

5. Plaintiff realleges and reaffirms paragraphs 1-4 and further alleges that Plaintiff is entitled to relief against the Defendant, “OSPINA”, based upon the following:

6. At all times material to this cause of action, minor Plaintiff, LEAH MARTINEZ, attended OSPINA LARGE FAMILY CHILD CARE f/k/a NANA’S LEARNING CENTER, located at 7339 SW 158 Avenue, Miami FL 33193.

7. At all times material hereto, the Defendant, “OSPINA”, through its employees and personnel, had an operational duty to adequately supervise minor Plaintiff while she was in their care, custody and control.

8. Additionally, Defendant had a duty to provide a setting that was safe, secure and free from abuse and neglect so as to prevent injury to attendees of the aforementioned establishment, and in particular to the minor Plaintiff, LEAH MARTINEZ.

9. On or about August 5th, 2015, ESPERANZA OSPINA, the owner of the OSPINA LARGE FAMILY CHILD CARE f/k/a NANA’S LEARNING CENTER, left the premises and assigned an unlicensed, unqualified individual responsible for attendees of the establishment without the permission and consent of the parents/guardians. During which time, Minor Plaintiff, LEAH MARTINEZ, was burned severely and required immediate medical attention.
10. Upon knowledge that minor Plaintiff was severely injured, the unlicensed care taker failed to seek medical attention immediately and/or notify minor Plaintiff's mother ENA MARTINEZ, in a timely manner.

11. As a result of her injuries, minor Plaintiff, LEAH MARTINEZ, required hospitalization.

12. At all times material hereto, Defendant, "OSPINA", through its employees and/or personnel, breached its duties, including but not limited to:
   a. Failing to maintain the premises in a reasonably safe condition so as to prevent injury to individuals, specifically the minor Plaintiff, LEAH MARTINEZ.
   b. Failing to inspect the premises to assure the area was safe;
   c. Failing to promptly and timely seek medical attention.

13. As a direct and proximate result of the negligence of the Defendant "OSPINA", the minor Plaintiff, LEAH MARTINEZ, was injured in and about her body, suffered pain therefrom, incurred medical and related expenses in the treatment of her injuries, suffered physical handicap, sustained permanent injuries and scarring within a reasonable degree of medical probability.

14. In that the injuries/scarring suffered by the minor Plaintiff, LEAH MARTINEZ, are continuing in nature, she will continue to suffer pain, loss of wages, physical handicap and permanent injury/scarring in the future and will be further compelled to expend great sums for medical care and related treatment for those injuries.

WHEREFORE, the Plaintiff, LEAH MARTINEZ, a minor by and through her Parent and Natural guardian, ENA MARTINEZ, demands judgment for damages against the Defendant, OSPINA LARGE FAMILY CHILD CARE f/k/a NANA'S LEARNING CENTER, together with costs and further demands trial by jury of all issues so triable as a matter of right.
COUNT II – NEGLIGENCE PER SE – F.S. SEC. 562.11

15. Plaintiff realleges and reaffirms paragraphs 1-4 and further alleges that Plaintiff is entitled to relief against the Defendant, "OSPINA", based upon the following:

16. That the Plaintiff is a member of the particular class of person (s) which F.S. Sec. 562.11 was designed to protect.

17. That as a direct result of the Defendant's violation of F.S. 562.11 in leaving the premises ("OSPINA") and in allowing an unlicensed, unqualified individual to care for minor children at the daycare without the permission and consent of the parents/guardians of the attendees/students, minor Plaintiff, LEAH MARTINEZ, suffered serious bodily injury and resulting in pain and suffering and disfigurement.

WHEREFORE, Plaintiff demands judgment against the Defendant in an amount in excess of Fifteen Thousand Dollars ($15,000.00) plus costs, and the Plaintiff further demands trial by jury of all issues in this cause so triable as a matter of right.

COUNT III NEGLIGENT TRAINING, INSTRUCTION AND SUPERVISION

18. Plaintiff realleges and reaffirms paragraphs 1 through 4, and further alleges that Plaintiff is entitled to relief against the Defendant, OSPINA LARGE FAMILY CHILD CARE f/k/a NANA'S LEARNING CENTER, based upon the following:

19. That the Defendant, "OSPINA", had a duty to exercise care and responsibility in the training, instruction and supervision, of the person and/or persons they left responsible for the children in their care custody and control.

20. The Defendant, "OSPINA", breached this duty of care by failing to properly supervise train and/or instruct the person and/or persons they left responsible for the children in their care custody and control.
21. At all times material hereto, ESPERANZA OSPINA, owner of "OSPINA" allowed an unlicensed and unauthorized individual to care for the children who were intended to be in her care, custody and control.

22. That as a direct and proximate result of the Defendant's failure to properly train, instruct, and/or supervise its employees, LEAH MARTINEZ, a minor, suffered serious bodily injury, disfigurement and resulting pain and suffering.

WHEREFORE, the Plaintiff, LEAH MARTINEZ, a minor by and through her Parent and Natural guardian, ENA MARTINEZ, demands judgment for damages against the Defendant, OSPINA LARGE FAMILY CHILD CARE f/k/a NANA'S LEARNING CENTER, together with costs and further demands trial by jury of all issues so triable as a matter of right.

DATED this 21st day of July, 2016.

NEGRONI LAW GROUP, LLC
Attorney for Plaintiff
7050 NW 4th Street, Suite 201
Plantation, Florida 33317
(954) 321-8115
(954) 321-8118 Fax
Primary email: jose@negronilaw.com
Secondary email: lsanchez@negronilaw.com

BY: /s/ José A. Negroni
    JOSE A. NEGRONI, ESQ.
FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form shall be filed by the plaintiff or petitioner for the use of the Clerk of the Court for the purpose of reporting judicial workload data pursuant to Florida Statutes section 25.075.

I. CASE STYLE

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Leah Martinez, Ema Martinez
Plaintiff

vs.

Ospina Large Family Child Care f/k/a Nana's Learin
Defendant

Case No.:__________________________
Judge:________________________

II. TYPE OF CASE

☐ Condemnatrix
☐ Contracts and indebtedness
☐ Eminent domain
☐ Auto negligence
☐ Negligence - other
☐ Business governance
☐ Business torts
☐ Environmental/Toxic tort
☐ Third party indemnification
☐ Construction defect
☐ Mass tort
☐ Negligent security
☐ Nursing home negligence
☐ Premises liability - commercial
☐ Premises liability - residential
☐ Products liability
☐ Real Property/Mortgage foreclosure
☐ Commercial foreclosure $0 - $50,000
☐ Commercial foreclosure $50,001 - $249,999
☐ Commercial foreclosure $250,000 or more
☐ Homestead residential foreclosure $0 - 50,000
☐ Homestead residential foreclosure $50,001 - $249,999
☐ Non-homestead residential foreclosure $250,000 or more
☐ Non-homestead residential foreclosure $50,001 - $249,999
☐ Non-homestead residential foreclosure $250,000 or more
☐ Other real property actions $0 - $50,000
☐ Other real property actions $50,001 - $249,999
☐ Other real property actions $250,000 or more
☐ Professional malpractice
☐ Malpractice - business
☐ Malpractice - medical
☐ Malpractice - other professional
☐ Other
☐ Antitrust/Trade Regulation
☐ Business Transaction
☐ Circuit Civil - Not Applicable
☐ Constitutional challenge-statute or ordinance
☐ Constitutional challenge-proposed amendment
☐ Corporate Trusts
☐ Discrimination-employment or other
☐ Insurance claims
☐ Intellectual property
☐ Libel/Slander
☐ Shareholder derivative action
☐ Securities Litigation
☐ Trade secrets
☐ Trust Litigation

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☒ No ☐

III. REMEDIES SOUGHT (check all that apply):
☒ Monetary.
☐ Non-monetary
☐ Non-monetary declaratory or injunctive relief.
☐ Punitive

IV. NUMBER OF CAUSES OF ACTION: ( )
(Specify)
1

V. IS THIS CASE A CLASS ACTION LAWSUIT?
☐ Yes
☒ No

VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?
☒ No
☐ Yes – If 'yes' list all related cases by name, case number and court:

VII. IS JURY TRIAL DEMANDED IN COMPLAINT?
☒ Yes
☐ No

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

Signature of José A. Negroni
FL Bar No.: 476706
Attorney or party

Jose A Negroni
07/21/2016
(Type or print name) Date
Good afternoon,

From: Angela Gill <AGill@elcmdm.org>
To: Carolina Dongo <CDongo@elcmdm.org>
Cc: Carolina Dongo <CDongo@elcmdm.org>

Sent: Wednesday, September 14, 2016 2:43 PM

Subject: Re: ESPERANZA OSPINA LFCH

Connect with the ELC | Facebook | Twitter | Website

From: Esperanza Osipina [mailto:esperanzaospina@gmail.com]
To: Angela Gill <AGill@elcmdm.org>

Sent: Wednesday, September 14, 2016 5:43 PM

Subject: Re: ESPERANZA OSPINA LFCH

Thank you.
Angela Gill, Provider Relationship Manager
AGill@elcmdm.org | Tel: 305.646.7220 ext. 2577

Angela Gill

Thursday, September 15, 2016 8:23 AM

RW: ESPERANZA OSPINA LFCH

License 2017.pdf
Gracias por su atención.

Para saber qué debo hacer.

Me dirán inmediatamente que puedo regresar a clases a Diaz, García de la Serna según operando gracias a Dios. Quiero decirle saber, si es posible, me gustaría hablar por teléfono mañana.

Senora Gill, desafortunadamente, accidentes pasan, y el departamento de niños y familias hizo su investigación como pudes ver.

Conecte con el ELC | Facebook | Twitter | Website

El Instituto de Educación Infantil

Agloria Gill. Programa de Responsabilidad Mental

Tel.: 305.646.7220 ext.2677

Thank you.

Please follow the procedures found in notice.

Please see the attached notice regarding your VPK and/or SR program. This letter will also be mailed to you. If you wish to take action,
The case was not dismissed. I just updated OSPA 44 Family Day Care Home Inspections. Please re-review it.

Good Morning Mrs. Angela Gill,

Subject: RE: OSPA Family Child Care Home LICMID0027 - Mother speaks out after toddler suffers severe burns at daycare

cc: Florida’s First: Supportive Care fyre@myfamilies.com; Florida’s First: Ready@myfamilies.com; Anunnziato, Karen; Anunnziato, Karen

To: Florida’s First: Excellent Care

Sent: Wednesday, September 13, 2016, 9:22 AM

From: Plaza, Vanessa [mailto:Plaza@myfamilies.com]

Let me know what the final outcome of the ELC will be so we can finalize OC as well.

RE: OSPA Family Child Care Home LICMID0027 - Mother speaks out after toddler suffers severe burns at daycare

Subject: 

CC:

To:

Sent:

From:

Florida’s First: Excellent Care
Subject: FW: Ongoing Family Child Care Home LTMDD0027 - Mother speaks out after toddler suffers severe burns at daycare.

To: Cindy Johnson <cindy.johnson@earlylearningcoalition.org>; Serena Gill <serena.gill@earlylearningcoalition.org>; Cori Borden <cori.borden@earlylearningcoalition.org>; Clara Gill <clara.gill@earlylearningcoalition.org>; Susan Biddle <susan.biddle@earlylearningcoalition.org>; Angela Gill <angela.gill@earlylearningcoalition.org>; Smartercare <tyler.smartercare@earlylearningcoalition.org>; enjoying <enjoying@earlylearningcoalition.org>;Provider Relationships Manager - Angela Gill, Provider Relationships Manager

From: Lisa Badillo

Sent: Thursday, August 25, 2016 10:19 AM

Subject: Ongoing Family Child Care Home LTMDD0027 - Mother speaks out after toddler suffers severe burns at daycare.

Dear Serena,

I have been following the violations posted for Experanza Ongoing Family Child Care Home and I noticed that as of August 25, 2016 the provider only received two class 3 violations. Can you please advise as to whether or not this case was dismissed? I have attached the most recent inspection report for your convenience.

Please advise.

Good Morning,

Lisa Badillo, Director of Contracts and Procurement
Sent from my iPhone
Hello All,

Subject: FW: OSPINA FAMILY DAYCARE HOME LTMDD0027 - Mother speaks out after toddler suffers severe burns at daycare

To: Sympathy@emdm.org, Patsy.Gonzales@emdm.org, Sandra P. Gonzalez@emdm.org, Flavia Almeida@emdm.org, Russell@emdm.org, Angelica Parreno@emdm.org, Ania Rohtaus@emdm.org, Leonio Bassilis@emdm.org, Angela Pardo@emdm.org, Jackie Russell@emdm.org, Isabel Aranda@emdm.org, Angela Parreno@emdm.org, Jennifer Torresse@emdm.org, Flavia Almeida@emdm.org

Cc: Patsy.Gonzales@emdm.org, Patsy.Gonzales@emdm.org

Date: August 25, 2016 at 10:54 AM EDT

From: Flavia Almeida@emdm.org

As you can see by the email below from DFC, the provider is going to be cited with two class I violations.

They are currently in OC but we have put all services on hold until this case is fully resolved and ELC makes a decision on their contract.

Never reported the incident.

Last month one of our providers (OSPIA Family Child Care Home was on the local news due to a toddler being severely burned a year ago but I wanted to keep you in the loop...)

---

BEGIN FOWARDED MESSAGE:

CONNECT WITH THE ELC

2555 Ponce de Leon Blvd, Suite 500 Coral Gables, FL 33149
888-385-9912
Subject: Re: Ongoing Family Child Care Home License Dispute - Mother speaks out after toddler suffers severe burns at daycare

On Aug 24, 2016 at 9:27 PM, Frazier, Suzette <suzette.frazier@myfamily.com> wrote:

Fiorella Altare, Christie, Director of Quality Counts

Sent from my iPhone. Please excuse any typos.

Thank you

From: Denise Hannah (assistant CFI) via email

You have a great day! Fiorella Altare [mailto:altare@myfamily.com]

I spoke with Denise Hannah (assigned CFI). She informed me that she verified the maltreatment of inadequate supervision. I did the operator with two class violations (inadequate supervision and failing to report the incident to the proper authority). I am preparing the documents to start this case next week (Thursday) with our attorney Karen Annunziata. Please let me know if you would like to be part of the legal storyline. Hope you have a great day. Fiorella Altare [mailto:altare@myfamily.com]

Fiorella Altare, Christie, Director of Quality Counts

Sent from my iPhone. Please excuse any typos.
Subject: Re: Ospina Family Child Care Home L11M0027 - Mother speaks out after toddler suffers severe burns at daycare

To: [Email Address]

Date: Fri, Aug 24, 2018 6:39 PM (GMT-05:00)

From: [Email Address]

Dear Suzette,

I wanted to follow up on this case?

Hello Suzette,

Faurela Alare Chritselle, Director of Quality Counts

Kind regards,

Faurela Alare Chritselle, Director of Quality Counts
Subject: OSPMA - Osburn Family Child Care Home 111MDD0027 - Mother Speaks Out After Toddler Suffers Severe Burns at Daycare

To: Floralia@elcadmin.org

Sent: Thursday, July 28, 2016 9:28 PM

From: Fraser, Suzette (military@suzeette.fraser@mythamilies.com)

Any updates on this case?

Hello Suzette,

Daycare

Subject: OSPMA - Osburn Family Child Care Home 111MDD0027 - Mother Speaks Out After Toddler Suffers Severe Burns at Daycare

To: "Fraser, Suzette" <Fraser, Suzette@mythamilies.com>

Date: 7/28/16 3:46 PM (CTM-05:00)

From: "Floria, Alithe" <Floria, Alithe@elcadmin.org>

Original message: --------

Sent from my Samsung Galaxy Note 5.

Office: 305 446-3883
Child Care Regulation
Safety Program Manager

Suzette Fraser

We are waiting for CPL to complete their investigation.
Good Afternoon,

Subject: Update: Family Child Care Home L11M0027 - Mother speaks out after toddler suffers severe burns at daycare
CC: Rachel Specktor (rachel@thechildrenstrust.org), Rachel@thechildrenstrust.org

TO: Hurst, Family, & Farzear, Family@myfamilies.com; Fretzear, Suzette@myfamilies.com
Sent: Friday, July 22, 2016, 4:49 PM
From: Florella Aithe (maillio@Farzear@myfamilies.com)

The investigation was commenced today. We will keep you posted.

Sat: Family Aithe (maillio@Farzear@myfamilies.com)

---

Florella Aithe Christie, Director of Quality Counts

Great thank you!

Subject: Re: Update: Family Child Care Home L11M0027 - Mother speaks out after toddler suffers severe burns at daycare
CC: Rachel Specktor (rachel@thechildrenstrust.org), Rachel@thechildrenstrust.org

TO: Farzear, Suzette@myfamilies.com; Hurst, Jeffrey@myfamilies.com; Fretzear, Suzette@myfamilies.com
Sent: Friday, July 22, 2016, 7:09 PM
From: Florella Aithe (maillio@Farzear@myfamilies.com)

Have a great weekend.

You are welcome.
One of our providers was on the news today regarding severe burns to a 2 year old. Apparently this happened last August but...
This license may be revoked or suspended for cause.

September 15, 2016 through September 14, 2017

This certificate is effective

Approves an annual license to operate this large family child care home.

Standards, adopted by the Department and authorized in sections 423.39, 423.40, 423.41, 423.42, and 423.43, Florida Statutes, compiles with Chapter 65C-20, Florida Administrative Code, large family child care home.

The Department of Children and Families finding satisfaction that this large family child care home has

Owner: Esperanza Osphina
City: Miami
ZIP: 33193
Address: 7339 SW 158th Avenue
County: Miami-Dade
Certificate Number: L11MDD027
Name of Facility: Esperanza Osphina Large Family Child Care Home

Certificate of License
Large Family Child Care Home
MOUNT VERNON FIRE INSURANCE COMPANY
1190 DEVON PARK DRIVE
P.O. BOX 6700
WAYNE PA 19087-2191
NOTICE OF NONRENEWAL OF INSURANCE

Named Insured & Mailing Address: OSPINA LARGE FAMILY CHILD CARE
7339 SOUTH WEST 158TH AVENUE
MIAMI FL 33193

Producer: 1676
APPALACHIAN UNDERWRITERS, INC.
800 OAK RIDGE TURNPIKE, SUITE A-1000
OAK RIDGE TN 37831

Policy No.: CL 2565590E
Type of Policy: COMMERCIAL LIABILITY
Date of Expiration: 11/04/2016; 12:01 A.M. Local Time at the mailing address of the Named Insured.

We will not renew this policy when it expires. Your insurance will cease on the Expiration Date shown above.

The reason for nonrenewal is: Due to adverse loss history as evidenced in claim number K0102026 - date of loss 08/05/15 - improper supervision let to a child being scalded with hot tea.

Additional Insured

EARLY LEARNING COALITION OF MIAMI
DADE/MONROE
2555 PONCE DE LEON BOULEVARD
CORAL GABLES FL 33134

Date Mailed: 8th day of September, 2016
JEN SWAIN

FLCN15NONE APP
09082016MYNY
Page 1 of 1
STAFFING REQUIREMENTS

01. Operator/Occupant/Advertising 65C-20.013(1)(c), 65C-20.009(2)(a) and 65C-20.009(3)(c), F.A.C
   & 402.318, F.S. Compliance

02. Written Plan for Substitute rule 65C-20.009(2)(b), F.A.C. Compliance

03. Background Screening Requirements ss. 402.3131(2) 402.305(2)(a), 402.3055 & 402.302(13), F.S
   & rule 65C-20.008(3) & (4), F.A.C. Noncompliance

   Non-Compliance Description
   03-12 The operator and/or substitute did not sign a CF-FSP 5337 Child Abuse and Neglect Reporting Requirements form.

   Comments

   Due Date 09/08/2016 Violation Level Class 3 - Technical Support

04. Staff Training rule 65C-20.009(1)(a), 65C-20.009(3)(d)&(e) & (4), 65C-20.013(5) & (6), F.A.C. Compliance

05. Indoors and Outdoors Supervision rule 65C-20.009(2)(c)&(5) && rule 65C-20.013(7), F.A.C. Compliance

HEALTH REQUIREMENTS

06. Animal Immunizations rule 65C-20.010(1)(a), F.A.C. Compliance

07. Toxic, Hazardous Materials and Hazardous Items rule 65C-20.010(1)(b), F.A.C. Compliance

08. Smoking on Premise rule 65C-20.010(1)(c), F.A.C. Not Applicable

   Not Applicable Comments
   N/A no visible signs of smoking on premises.

09. Firearms and Weapons rule 65C-20.010(1)(d), F.A.C. Not Applicable

   Not Applicable Comments
   N/A per owner / operator there are no firearms / weapons in the home.
10. Play Areas Clean and Free of Litter rule 65C-20.010(1)(e), F.A.C. Compliance

11. Outdoor Time and Play Area Requirements rule 65C-20.010(1)(f)-(h) & rule 65C-20.013(11)(c) F.A.C. Compliance


13. Appropriate, Safe and Sanitary Bedding rule 65C-20.010(1)(k)-(o), F.A.C. Compliance


15. Vermin/Pest Control rule 65C-20.010(1)(r), F.A.C. Compliance

16. Furnishings and Equipment rule 65C-20.010(1)(s), (2)(d), F.A.C. Compliance

17. Smoke Detector, Fire Extinguisher, Corded Telephone, Lighting, Temperature and Ventilation rule 65C-20.010(1)(s), F.A.C. Compliance

18. Nutritious Meals and Snacks Provided rule 65C-20.010(1)(t), F.A.C. Compliance

19. Handwashing rule 65C-20.010(2)(a) & (d)-(f), F.A.C. Compliance

20. Soiled Items rule 65C-20.010(2)(b), F.A.C. Compliance

21. Potty Chairs Cleaned and Sanitized rule 65C-20.010(2)(c), F.A.C. Compliance

22. Individual Towels and Wash Cloths rule 65C-20.010(2)(f), F.A.C. Compliance

23. Diapering Area Clean and Sanitized rule 65C-20.010(2)(g), F.A.C. Compliance
24. First Aid Kit rule 65C-20.010(3)(a), F.A.C. Compliance

25. Emergency Telephone Information rule 65C-20.010(3)(b)1, F.A.C. Compliance

26. Accidents, Incidents, Health Related Symptoms Documented and Shared With Parents rule 65C-20.010(3)(b)2 & 3, F.A.C. Compliance

27. Fire Drills/Emergency Preparedness rule 65C-20.010(3)(b)4 through 7, & & rule 65C-20.010, F.A.C. Compliance
   Compliance Comments
   Last fire drill was conducted on: 07/18/2016.

28. Communicable Disease Control rule 65C-20.010(4), F.A.C. Compliance

29. Prescription and Non-Prescription Medication rule 65C-20.010(5)(a)(c)(g)(h), F.A.C. Compliance

30. Documentation of Dispensed Medication rule 65C-20.010(5)(a)(b)(d)-(f), F.A.C. Compliance

HEALTH RECORDS

31. Immunization Records rule 65C-20.011(1)(a) Noncompliance
   Non-Compliance Description
   31-02 An up-to-date and age-appropriate immunization record was missing for the child(ren).
   Comments
   6 of 6 children's enrollment/health records were reviewed for compliance. Files reviewed: Infant, Letters A-Z. Technical assistance was provided that annually in August and September, parents of children enrolled in the program must be notified of the required influenza information.
   Due Date 09/08/2018 Violation Level Class 3 - Technical Support

32. Student Health and Records rule 65C-20.011(1)(b)(c), F.A.C. & & s. 402.3131, F.S. Compliance

33. Enrollment Information rule 65C-20.011(2), F.A.C. Compliance

ENFORCEMENT

34. Access to the Premises/Misrepresentation ss. 409.319, F.S. & & rule 65C-20.012(4), F.A.C. Compliance
35. Licensed Capacity ss. 402.302(8), F.S.  

36. License Posted rule 65C-20.013(3)(g), F.A.C.  

37. Employee and Substitute Requirements rule 65C-20.013(2)(a)(e), F.A.C.  

38. Supervision Requirements for Field Trips rule 65C-20.013(7)(b), F.A.C.  

39. Driver Licensed/Vehicle Insurance rule 65C-20.010(8), 65C-20.013(a)(b), F.A.C.  
   Not Applicable Comments:  
   N/A no transportation is provided.  

40. Seat Belts and Child Restraints rule 65C-20.010(8), 65C-20.013(8)(c), F.A.C.  

41. Transportation & Supervision rule 65C-20.010(8), 65C-20.013(8), F.A.C.  
   Not Applicable Comments:  
   N/A no transportation is provided,  

42. Planned Activities rule 65C-20.013(9)(a), F.A.C.  

43. Communication Equipment and Emergency Contacts rule 65C-20.010(8)(i)-(j), 65C-20.013(9)(b), F.A.C.  

44. Child Discipline/Compliance rule 65C-20.010(6), F.A.C.  

45. Fire Safety rule 65C-20.013(11)(a), F.A.C.  

46. Indoor Floor Space rule 65C-20.013(11)(b)1-4, F.A.C.  

47. Toys, Equipment and Furnishings rule 65C-20.013(11)(b)5 & & 6, F.A.C.  

Compliance
48. Outdoor Play Area rule 65C-20.013(11)(c)1 & 2, F.A.C.  

49. Outdoor Equipment rule 65C-20.010(1)(h), F.A.C.  

50. Emergency Plan/Posted rule 65C-20.010(3)(a)4., F.A.C.  

51. Child Abuse or Neglect/Misrepresentation ss. 402.319, F.S. & rule 65C-20.010(7), F.A.C.  

Received by: Esperanza Ospina  
Date: 08/25/2016  

Inspected by: Gabriela Patricelli  
Date: 08/25/2016
### STAFFING REQUIREMENTS

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>01. Operator/Occupant/Advertising 65C-20.013(1)(c), 65C-20.009(2)(a) and 65C-20.009(3)(c), F.A.C &amp; 402.318, F.S.</td>
<td>Compliance</td>
</tr>
<tr>
<td>02. Written Plan for Substitute rule 65C-20.009(2)(b), F.A.C.</td>
<td>Compliance</td>
</tr>
<tr>
<td>03. Background Screening Requirements ss. 402.3311(2) 402.305(2)(a), 402.3055 &amp; 402.302(13), F.S &amp; rule 65C-20.008(3) &amp; (4), F.A.C.</td>
<td>Compliance</td>
</tr>
<tr>
<td>Compliance Comments: FSC observed that the person who was taking care of the child has background screening.</td>
<td></td>
</tr>
<tr>
<td>04. Staff Training rule 65C-20.009(1)(a), 65C-20.009(3)(d)&amp;(e) &amp; (4), 65C-20.013(5) &amp; (6), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>05. Indoors and Outdoors Supervision rule 65C-20.009(2)(c)&amp;(5) &amp; rule 65C-20.013(7), F.A.C.</td>
<td>Noncompliance</td>
</tr>
<tr>
<td>Non-Compliance Description: 05-01 Children were not being adequately supervised in that [Large Family Day Care Home].</td>
<td></td>
</tr>
<tr>
<td>Comments: Victim child and two other children were left in care with a household member who does not have the required training to take care of children in the large family day care home. During the time that the victim child was not supervised, the child came into contact with hot beverage, left on the child's activity table by the household member, and suffered burns as a result. Victim child is no longer enrolled in the large family day care home. Technical assistance was provided to the operator. She was informed the only operator, employee and substitute are allowed to take care of children enrolled in the large family day care home.</td>
<td></td>
</tr>
<tr>
<td>Due Date: Completed at time of inspection</td>
<td>Violation Level: Class 1</td>
</tr>
</tbody>
</table>

### HEALTH REQUIREMENTS

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Status</th>
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<tbody>
<tr>
<td>06. Animal Immunizations rule 65C-20.010(1)(a), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>07. Toxic, Hazardous Materials and Hazardous Items rule 65C-20.010(1)(b), F.A.C.</td>
<td>Not Monitored</td>
</tr>
<tr>
<td>08. Smoking on Premise rule 65C-20.010(1)(c), F.A.C.</td>
<td>Not Monitored</td>
</tr>
</tbody>
</table>
09. Firearms and Weapons rule 65C-20.010(1)(d), F.A.C. Not Monitored

10. Play Areas Clean and Free of Litter rule 65C-20.010(1)(e), F.A.C. Not Monitored

11. Outdoor Time and Play Area Requirements rule 65C-20.010(1)(f) & rule 65C-20.013(11)(c) F.A.C. Not Monitored


13. Appropriate, Safe and Sanitary Bedding rule 65C-20.010(1)(k)-(o), F.A.C. Not Monitored


15. Vermin/Pest Control rule 65C-20.010(1)(r), F.A.C. Not Monitored

16. Furnishings and Equipment rule 65C-20.010(1)(s), (2)(d), F.A.C. Not Monitored

17. Smoke Detector, Fire Extinguisher, Corded Telephone, Lighting, Temperature and Ventilation rule 65C-20.010(1)(s), F.A.C. Not Monitored

18. Nutritious Meals and Snacks Provided rule 65C-20.010(1)(t), F.A.C. Not Monitored

19. Handwashing rule 65C-20.010(2)(a) & (d)-(f), F.A.C. Not Monitored

20. Soiled Items rule 65C-20.010(2)(b), F.A.C. Not Monitored

21. Potty Chairs Cleaned and Sanitized rule 65C-20.010(2)(c), F.A.C. Not Monitored

22. Individual Towels and Wash Cloths rule 65C-20.010(2)(f), F.A.C. Not Monitored
23. Diapering Area Clean and Sanitized rule 65C-20.010(2)(g), F.A.C. Not Monitored

24. First Aid Kit rule 65C-20.010(3)(a), F.A.C. Compliance

Compliance Comments
FSC observed a completed first aid kit in the center at the time of inspection.

25. Emergency Telephone Information rule 65C-20.010(3)(b)1, F.A.C. Not Monitored

26. Accidents, Incidents, Health Related Symptoms Documented and Shared With Parents rule 65C-20.010(3)(b)2 & 3, F.A.C. Noncompliance

Non-Compliance Description
26-07 The operator failed to document an accident or incident which occurred at the home.

Comments
FSC observed that the incident report was not signed by the mother. Operator stated that she completed the report two or three days after the incident.
Technical assistance was provided to the operator. Operator was informed that the incident report needs to be created the same day of the incident.
Incident took place a year ago and the child is no longer enrolled in the family day care home.

Due Date Completed at time of inspection
Violation Level Class 3 - Technical Support

Non-Compliance Description
26-09 An accident or incident record did not include the following: (time she notified the mother of the incident).

Comments
FSC observed that the operator did not list the time she contacted the mother the day the incident took place.
Technical assistance was provided to the operator.
FSC informed the operator that she needs to document the time she contacts the parents in the incident/accident report.
Child is no longer enrolled in the family day care home.

Due Date Completed at time of inspection
Violation Level Class 3 - Technical Support

Non-Compliance Description
26-10 The operator failed to provide a copy of the accident or incident form to the individual authorized to pick up the child on the date of occurrence.

Comments
The operator failed to provide a copy of the accident report to the mother of the child who was the person who pick her up the day of the incident.
Technical assistance was provided to the operator. Incident/ Accident report needs to be given to the person who pick up the child the same day of the incident.
Child is not currently enrolled in the family day care home.

Due Date Completed at time of inspection
Violation Level Class 2 - Technical Support

Non-Compliance Description
26-11 The operator failed to obtain the signature of the individual authorized to pick up the child on the date of occurrence on the accident or incident form.

Comments
The operator failed to obtain the signature of the individual authorized to pick up the child on the date of occurrence on the accident FSC observed the incident report and it was not sign by the mother who was the person who pick up the child the day of the incident.
Child is not enrolled in the family day care home.

Due Date Completed at time of inspection
Violation Level Class 2 - Technical Support

27. Fire Drills/Emergency Preparedness rule 65C-20.010(3)(b)4 through 7, & rule 65C-20.010, F.A.C. Not Monitored

28. Communicable Disease Control rule 65C-20.010(4), F.A.C. Not Monitored

29. Prescription and Non-Prescription Medication rule 65C-20.010(5)(a)(c)(g)(h), F.A.C. Not Monitored
30. Documentation of Dispensed Medication rule 65C-20.010(5)(a)(b)(d)-(f), F.A.C.  
Not Monitored

HEALTH RECORDS

31. Immunization Records rule 65C-20.011(1)(a)  
Not Monitored

32. Student Health and Records rule 65C-20.011(1)(b)(c), F.A.C. & s. 402.3131, F.S.  
Not Monitored

33. Enrollment Information rule 65C-20.011(2), F.A.C.  
Compliance

**Compliance Comments**
FSC observed that the operator has enrollment forms for the victim child and her sibling.

ENFORCEMENT

34. Access to the Premises/Misrepresentation ss. 409.319, F.S. & & rule 65C-20.012(4), F.A.C.  
Compliance

35. Licensed Capacity ss. 402.302(8), F.S.  
Compliance

**Compliance Comments**
FSC observed 7 children in the family home at the time of inspection.

- Infants: 2
- 3 years old: 3
- 5 years old: 1
- 9 years old: 1

LARGE FAMILY

36. License Posted rule 65C-20.013(3)(g), F.A.C.  
Compliance

**Compliance Comments**
FSC observed that the license was posted.

37. Employee and Substitute Requirements rule 65C-20.013(2)(a)(e), F.A.C.  
Not Monitored

38. Supervision Requirements for Field Trips rule 65C-20.013(7)(b), F.A.C.  
Not Monitored

39. Driver Licensed/Vehicle Insurance rule 65C-20.010(8), 65C-20.013(a)(b), F.A.C.  
Not Monitored

40. Seat Belts and Child Restraints rule 65C-20.010(8), 65C-20.013(8)(c), F.A.C.  
Not Monitored
41. Transportation & Supervision rule 65C-20.010(8), 65C-20.013(8), F.A.C.  
Not Monitored

42. Planned Activities rule 65C-20.013(9)(a), F.A.C.  
Not Monitored

43. Communication Equipment and Emergency Contacts rule 65C-20.010(8)(i)-(j), 65C-20.013(9)(b) F.A.C.  
Not Monitored

44. Child Discipline/Compliance rule 65C-20.010(6), F.A.C.  
Not Monitored

45. Fire Safety rule 65C-20.013(11)(a), F.A.C.  
Not Monitored

46. Indoor Floor Space rule 65C-20.013(11)(b)1-4, F.A.C.  
Not Monitored

47. Toys, Equipment and Furnishings rule 65C-20.013(11)(b)5 & & 6, F.A.C.  
Not Monitored

48. Outdoor Play Area rule 65C-20.013(11)(c)1 & & 2, F.A.C.  
Not Monitored

49. Outdoor Equipment rule 65C-20.010(1)(h), F.A.C.  
Not Monitored

50. Emergency Plan/Posted rule 65C-20.010(3)(a)4., F.A.C.  
Not Monitored

51. Child Abuse or Neglect/Misrepresentation ss. 402.319, F.S. & & rule 65C-20.010(7), F.A.C.  
Noncompliance

Non-Compliance Description
51-01 The operator, employee or substitute, while caring for children, committed an act or omission that meets the definition of child abuse or neglect provided in Chapter 39, Florida Statutes.

Comments
The operator/ employee/ substitute did not report the incident to DCF (Abuse Hotline/ Licensing Dept).
Technical assistance was provided to the operator. Operator was informed that she is a mandate reporter as well as her substitute and employee.

Due Date Completed at time of inspection  
Violation Level Class 1
Received by: Esperanza Ospina  
Date: 07/22/2016

Inspected by: Yadira Hernandez  
Date: 07/22/2016
Name: Ospina Large Family Child Care Home  ID Number: L11MD0027
Phone Number: (305) 383-4676  Capacity: 12
Owner/Director/Staff Responsible: Esperanza Ospina

Inspection Information
Type: Renewal  Date: 08/18/2015  Arrival/Departure Time: 11:00 AM to 02:45 PM
Staff Present: 2  Children Present: 12

STAFFING REQUIREMENTS

01. Operator/Occupant/Advertising 65C-20.013(1)(c), 65C-20.009(2)(a) and 65C-20.009(3)(c), F.A.C. & 402.318, F.S.  Noncompliance
Non-Compliance Description
01-04 The CPR training did not include an on-site instructor-based skills assessment and is invalid for the individual.
Comments
The substitute does not have does not have a current CPR requirement. CPR certification expired on 08/07/2015. See Counselor Comments.
Due Date 09/01/2015
Violation Level Class 2 - Technical Support

02. Written Plan for Substitute rule 65C-20.009(2)(b), F.A.C.  Compliance

03. Background Screening Requirements ss. 402.3131(2) 402.305(2)(a), 402.3055 & 402.302(13), F.S. & & rule 65C-20.008(3) & & (4), F.A.C.  Compliance
Compliance Comments
The FDCH/LFCH operator was provided technical assistance regarding the new background screening requirements. No person defined as child care personnel under s. 402.302(3), F.S., may be hired, selected or otherwise be allowed to have contact with children until all level 2 screening requirements have cleared with no disqualifying offenses and ALL persons defined as child care personnel are now required to be fingerprinted along with a statewide criminal records check through FDLE.
Operator was given technical assistance on DCF Background Clearing House.

04. Staff Training rule 65C-20.009(1)(a), 65C-20.009(3)(d)&(e) & & (4), 65C-20.013(5) & & (6), F.A.C.  Noncompliance
Non-Compliance Description
04-02 The employee did not complete the 30 clock-hour Family Child Care Home training requirement.
Comments
Operator was given technical assistance that Employee did not complete the 30 clock-hour Family Child Care Home training requirement.
Due Date 09/18/2015
Violation Level Class 3 - Technical Support

05. Indoors and Outdoors Supervision rule 65C-20.009(2)(c)&(5) & & rule 65C-20.013(7), F.A.C.  Compliance

HEALTH REQUIREMENTS

06. Animal Immunizations rule 65C-20.010(1)(a), F.A.C.  Compliance
Compliance Comments
Dogs have current immunizations that expired on 07/25/2016.

07. Toxic, Hazardous Materials and Hazardous Items rule 65C-20.010(1)(b), F.A.C.  Compliance
<table>
<thead>
<tr>
<th>Rule Number</th>
<th>Rule Description</th>
<th>Compliance</th>
</tr>
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<tbody>
<tr>
<td>08. Smoking on Premise rule 65C-20.010(1)(c), F.A.C.</td>
<td>Not Applicable Comments. Per operator there is no smoking on premises and none was observed.</td>
<td></td>
</tr>
<tr>
<td>09. Firearms and Weapons rule 65C-20.010(1)(d), F.A.C.</td>
<td>Not Applicable Comments. Per operator, no firearms/weapons in the household, and none observed.</td>
<td></td>
</tr>
<tr>
<td>10. Play Areas Clean and Free of Litter rule 65C-20.010(1)(e), F.A.C.</td>
<td>Compliance</td>
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<tr>
<td>11. Outdoor Time and Play Area Requirements rule 65C-20.010(1)(f)-(h) &amp; rule 65C-20.013(1)(c), F.A.C.</td>
<td>Compliance</td>
<td></td>
</tr>
<tr>
<td>12. Swimming Pools rule 65C-20.010(1)(i)(j), F.A.C.</td>
<td>Not Applicable Comments. There is no pool at the home.</td>
<td></td>
</tr>
<tr>
<td>13. Appropriate, Safe and Sanitary Bedding rule 65C-20.010(1)(k)-(o), F.A.C.</td>
<td>Compliance</td>
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<td>15. Vermin/Pest Control rule 65C-20.010(1)(r), F.A.C.</td>
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<td>17. Smoke Detector, Fire Extinguisher, Corded Telephone, Lighting, Temperature and Ventilation rule 65C-20.010(1)(s), F.A.C.</td>
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<td>18. Nutritious Meals and Snacks Provided rule 65C-20.010(1)(t), F.A.C.</td>
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<td>19. Handwashing rule 65C-20.010(2)(a) &amp; (d)-(f), F.A.C.</td>
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<td>20. Soiled Items rule 65C-20.010(2)(b), F.A.C.</td>
<td>Compliance</td>
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</tbody>
</table>
21. Potty Chairs Cleaned and Sanitized rule 65C-20.010(2)(c), F.A.C.  
   Not Applicable Comments  
   Per operator, does not provide potty chairs and none were observed.

22. Individual Towels and Wash Cloths rule 65C-20.010(2)(f), F.A.C.  
   Compliance

23. Diapering Area Clean and Sanitized rule 65C-20.010(2)(g), F.A.C.  
   Compliance

24. First Aid Kit rule 65C-20.010(3)(a), F.A.C.  
   Compliance

25. Emergency Telephone Information rule 65C-20.010(3)(b)1, F.A.C.  
   Compliance

26. Accidents, Incidents, Health Related Symptoms Documented and Shared With Parents rule 65C-20.010(3)(b) 2 & 3, F.A.C.  
   Compliance

27. Fire Drills/Emergency Preparedness rule 65C-20.010(3)(b)4 through 7, & & rule 65C-20.010, F.A.C.  
   Compliance

28. Communicable Disease Control rule 65C-20.010(4), F.A.C.  
   Compliance

29. Prescription and Non-Prescription Medication rule 65C-20.010(5)(a)(c)(g)(h), F.A.C.  
   Compliance

30. Documentation of Dispensed Medication rule 65C-20.010(5)(a)(b)(d)-(f), F.A.C.  
   Compliance

   HEALTH RECORDS

31. Immunization Records rule 65C-20.011(1)(a)  
   Compliance

32. Student Health and Records rule 65C-20.011(1)(b)(c), F.A.C. & & s. 402.3131, F.S.  
   Compliance

33. Enrollment Information rule 65C-20.011(2), F.A.C.  
   Compliance
<p>| | |</p>
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<tr>
<td><strong>34. Access to the Premises/Misrepresentation ss. 409.319, F.S. &amp; rule 65C-20.012(4), F.A.C.</strong></td>
<td><strong>Compliance</strong></td>
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<td><strong>35. Licensed Capacity ss. 402.302(8), F.S.</strong></td>
<td><strong>Compliance</strong></td>
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<td><strong>LARGE FAMILY</strong></td>
<td></td>
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<tr>
<td><strong>36. License Posted rule 65C-20.013(3)(g), F.A.C.</strong></td>
<td><strong>Compliance</strong></td>
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<td><strong>37. Employee and Substitute Requirements rule 65C-20.013(2)(a)(e), F.A.C.</strong></td>
<td><strong>Compliance</strong></td>
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<td><strong>38. Supervision Requirements for Field Trips rule 65C-20.013(7)(b), F.A.C.</strong></td>
<td><strong>Compliance</strong></td>
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<td><strong>39. Driver Licensed/Vehicle Insurance rule 65C-20.010(8), 65C-20.013(a)(b), F.A.C.</strong></td>
<td><strong>Not Applicable</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Not Applicable Comments</strong></td>
</tr>
<tr>
<td></td>
<td>Per provider, does not provide transportation and none was observed.</td>
</tr>
<tr>
<td><strong>40. Seat Belts and Child Restraints rule 65C-20.010(8), 65C-20.013(8)(c), F.A.C.</strong></td>
<td><strong>Not Applicable</strong></td>
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<td><strong>Not Applicable Comments</strong></td>
</tr>
<tr>
<td></td>
<td>Per provider, does not provide transportation and none was observed.</td>
</tr>
<tr>
<td><strong>41. Transportation &amp; Supervision rule 65C-20.010(8), 65C-20.013(8), F.A.C.</strong></td>
<td><strong>Not Applicable</strong></td>
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<tr>
<td></td>
<td><strong>Not Applicable Comments</strong></td>
</tr>
<tr>
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<td>Per provider, does not provide transportation and none was observed.</td>
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<tr>
<td><strong>42. Planned Activities rule 65C-20.013(9)(a), F.A.C.</strong></td>
<td><strong>Compliance</strong></td>
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<tr>
<td><strong>43. Communication Equipment and Emergency Contacts rule 65C-20.010(8)(l)-(j), 65C-20.013(9)(b) F.A.C.</strong></td>
<td><strong>Compliance</strong></td>
</tr>
<tr>
<td><strong>44. Child Discipline/Compliance rule 65C-20.010(6), F.A.C.</strong></td>
<td><strong>Compliance</strong></td>
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<tr>
<td><strong>45. Fire Safety rule 65C-20.013(11)(a), F.A.C.</strong></td>
<td><strong>Compliance</strong></td>
</tr>
<tr>
<td><strong>46. Indoor Floor Space rule 65C-20.013(11)(b)1-4, F.A.C.</strong></td>
<td><strong>Compliance</strong></td>
</tr>
</tbody>
</table>
47. Toys, Equipment and Furnishings rule 65C-20.013(11)(b)5 & 6, F.A.C.  Compliance

48. Outdoor Play Area rule 65C-20.013(11)(c)1 & 2, F.A.C.  Compliance

49. Outdoor Equipment rule 65C-20.010(1)(h), F.A.C.  Compliance

50. Emergency Plan/Posted rule 65C-20.010(3)(a)4., F.A.C.  Compliance

51. Child Abuse or Neglect/Misrepresentation ss. 402.319, F.S. & & rule 65C-20.010(7), F.A.C.  Compliance

Counselor Comments
Substitute is required to have a current First Aid/CPR. At time of inspection Substitute did not have a current CPR, currently Large Family Child Care Home Standard Classification Summary is being revised and for that reason violation was put under standard 01-04 No On-Site CPR Instructor.

Vanessa A. Tercero  
Family Services Counselor  
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Cell: 305.393.3422  
Fax: 305.377.7424  
Vanessa.Tercero@myffamilies.com  
401 NW 2nd Ave.  
S-424  
Miami, Fl 33126

Received by: Esperanza Ospina  
Date: 08/18/2015  

Inspected by: Vanessa Tercero  
Date: 08/18/2015
| Lastname, Name | DOB  | Redetermination | FG | Fees | 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 | 09 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |
|---------------|------|-----------------|----|------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Enriquez, Alana | 6/4/2012 | 12/31/2017 | D/C  | $13.50 | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |

Children Total: 1

Closed Ticket: [8a531cbe71] Report Process Report