



Provider Services Committee Meeting  
May 6, 2019; 2:00 PM  
ELC Board Room

**Committee Attendees:** Rick Beasley, Loreen Chant (via conference call), Jenni Roig, Abilio Rodriguez

**Absent Committee Member:**

**Staff Attendees:** Evelio Torres; Angelo Parrino; Lisa Sanabria; Ileana Vallejo; Miguel Alfonso; Vanessa Aguilar; Amy Tongson; Jackye Russell; Fiorella Altare; Victor Caballero; Ana Rodriguez; Lisney Badillo; Amanda Gil; Sandra Rodriguez; Mercy Castiglione

**General Attendees:** Bob de la Fuente; Inez Thomas; Crystal (Crystal Learning Center); Tanisha Stokes; Patrick & Julianne (Children's Academy); Ariana Lopez; Yoleicy Alvarez; Yorely Alvarez

**I. Welcome and Introductions** **Rick Beasley**

**II. Approval of Minutes** **Rick Beasley**

- Motion to approve by L. Chant.
- Motion seconded by J. Roig.
- Motion unanimously passed.

**III. Crystal Learning Center** **Bob de la Fuente**

- B. de la Fuente stated that the Crystal Learning Center had a gap in their Certificate of Insurance. The provider's Liability Policy expired 06/09/2018 and renewed on 11/16/2018. The Contract Manager confirmed with the insurance agent that the Provider did not have coverage with them during the gap period. The provider was contacted by the ELC and stated she did not have insurance coverage with another insurance carrier during the gap period. The current insurance company is unable to cover the gap period. Prior to this occurrence, the provider had another gap in coverage, policy expired 05/19/2017 and renewed on 06/09/2017.
- I. Thomas stated she thought she had coverage until she received a call from the ELC. I. Thomas stated that the broker had missed placing the paperwork. I. Thomas presented a letter from the broker stating this. B. de la Fuente stated that ELC staff called the insurance agent and they stated that the provider came in to renew the insurance policy but never followed up with the agent to finalize the paperwork. J. Roig stated that she receives an email from the ELC 30 days



prior to expiration. Crystal stated that she did not receive this email.

- After reviewing all documents and hearing the providers' testimony, the committee, voted to place the provider on a one year Corrective Action Plan. The CAP requires that there will be no gaps in the insurance policy and if the provider receives any class 1 or 2 violation they void the right to appeal and will be revoked for 5 years.
  - Motion to approve by A. Rodriguez.
  - Motion seconded by A. J. Roig.
  - Motion unanimously passed.

#### **IV. Children's Academy #3**

**Bob de la Fuente**

- B. de la Fuente stated that Children's Academy #3 had received three class 2 violations in a 12-month period within the same standard (Outdoor Play Area/Fencing CCF Handbook, Section 3.5 (Form OEL-SR-6202, Section 7 Planned Activities, Pages 19-20), (Form OEL-SR-6202, Section 10.7 Outdoor Play Area and Section 10.8 Fencing, Pages 25-26)
- The facility's fencing walls or gate area had gaps that could allow children to exit the outdoor play area. CCF Handbook, Section 3.5.1, B (Section 10.8, number 2) [SR]
  - 8/17/2018: The facility has a gate (which does not close) that leads to another fenced area next to the facility. This fenced area has another gate that is open, leads to the street, and has a broken gap in the fence that also leads to the street. FSC advised to have the gate fixed so that it can be closed properly and to fix the gap in the other part of the fence. Due date was 8/31/2018.
  - 10/11/2018: Upon arrival, the FSC observed that in one area of the fence a gate was open that leads into the play area from the street. Another area of the fence is broken that also leads to the street. The gate was closed during the time of inspection. FSC advised to have the fencing fixed and to not let the kids play outside until the fencing is fixed. The due date was 10/24/2018.
  - 11/27/2018: The fencing in the outdoor play area has a gate that cannot be closed properly leaving the gate wide open. In another section of the fence, the fence is broken with a gap that leads to the street. As technical assistance, the outdoor play area must have adequate fencing or walls a minimum of 4 feet in height. Fencing, including gates, must be continuous and must not have gaps or opening larger than 3 inches that would allow children to exit the outdoor play area. The base of the fence must remain at ground level, and be free from erosion or build-up to prevent inside and outside access by children or animals. These areas must have at least two exits, with at least one being remote from the buildings. If an outdoor play area was approved for usage by the Department prior to the effective date of this rule, no new exits are required to be added to meet this standard. However, if outdoor play area fencing is changed then the standard would apply and two exits must be provided. The due date was 12/11/2018.



- B. de la Fuente stated that Children’s Academy Preschool #6 was terminated in December 2018 for the same violations.
- B. de la Fuente stated that while reviewing the supporting documents it was found the provider was placed on a CAP November 2015 for serious deficiencies with the Florida department of Health Bureau of Child Care Food Program.
- T. Stokes stated that the first violation occurred because the company doing the landscaping could not get through and opened a hole in the fence. T. Stokes stated that with the second violation, the gap in the fence was there for years. The provider had placed a latch on the gate but the inspector said it was not in compliance and to purchase a bike chain. Julianne state that this area was not part of the playground.
- A. Rodriguez stated that these discrepancies should have been rectified with DCF and not here with the committee. Julianne stated that the violations were not appealed with DCF they were fixed onsite and she was not aware she could appeal.
- V. Aguilera stated that the provider should be allowed to finish out their VPK contract because it is too late in the year to transfer the VPK students.
- After reviewing all documents and hearing, the providers’ testimony the committee decided to terminate the provider’s contract and revoke eligibility for 5 years.
  - Motion to approve by A. Rodriguez.
  - Motion seconded by J. Roig.
  - Motion unanimously passed.

**V. Children’s Academy #4**

**Bob de la Fuente**

- B. de la Fuente stated that Children’s Academy #4 had received five class 2 violations in a 12-month period within the same standard (17-02. The facility's outdoor play area contained litter, nails, glass or other hazards that posed a threat to the health, safety or well-being of the children. CCF Handbook, Section 3.5, A (Section 10.7, number 1)
- The facility’s fencing walls or gate area had gaps that could allow children to exit the outdoor play area.
  - 04/26/2018: Part of the fencing in the outdoor play area is under 4 feet in height. Technical assistance given to have the fence higher than 4 feet. In the form of efforts to assist licensees, any future violation of this standard will result in disciplinary sanctions being progressively enforced by the Department in accordance to s. 402.310 and/or Chapters 65C-22/65C-20, Florida Administrative Code. Due date given 5/8/2018.



- 08/17/2018: FSC observed parts of the fence in the playground area to be under 4 feet in height. FSC advised to have the fence adjusted to meet the minimum requirement. Due date given 8/31/2018.
  - 10/11/2018: In the outdoor play area there is a small gate in the back that is broken and a fence that leads to the street is broken and wide open. Due date given 10/24/2018.
  - 3/21/2019: 17-02 some fencing materials in the outdoor play area, which are accessible to the children, could pose as a hazard to the children. Technical assistance given to have that fencing material locked away in an area where the children cannot have access to it. Per the handbook, the outdoor play area must be clean and free from litter, nails, glass and other hazards.
  - 3/21/2019: 17-06 A gate in the fence cannot be closed properly outside that leads to fencing materials that could be accessible to children. Technical assistance given to have locks on the gate. Per the handbook. The outdoor play area must have adequate fencing or walls a minimum of 4 feet in height. Fencing, including gates, must be continuous and must not have gaps or opening larger than 3 inches that would allow children to exit the outdoor play area. The base of the fence must remain at ground level, and be free from erosion or build-up to prevent inside and outside access by children or animals. These areas must have at least two exits, with at least one being remote from the buildings. If an outdoor play area was approved for usage by the Department prior to the effective date of this rule, no new exits are required to be added to meet this standard. However, if outdoor play area fencing is changed then the standard would apply and two exits must be provided.
- T. Stokes stated in reference to the first violation, the fence had been there for many years. The inspector on this occasion stated that it was too short, must be 4 feet or more, it was replaced with a 6-foot fence. V. Aguilera stated that DCF regulations have changed and that might be why it had not come up before. Julianne again stated that she did not know they could appeal. A. Rodriguez stated that after searching online he could see that in 2016 they had the same problems. Julianne stated that this was not the playground area. J. Roig stated that even if it is not the playground area it is part of your allotted space and must be secured.
  - V. Aguilera stated that the provider should be allowed to finish out their VPK contract because it is too late in the year to transfer the VPK students.
  - After reviewing all documents and hearing, the providers' testimony the committee decided to terminate the provider's contract and revoke eligibility for 5 years.
    - Motion to approve by A. Rodriguez.
    - Motion seconded by J. Roig.
    - Motion unanimously passed.



- B. de la Fuente stated that Kid's Club Academy failed to notify the ELC of Change of Ownership within 30 days per contract. On Thursday, March 21, 2019, the provider met with ELC for a change of ownership, in which at the time the provider notified the ELC that a change in Sunbiz had occurred January 2019. Owner A. Lopez (President and Secretary) removed herself from Sunbiz and added Yoleicy Alvarez (President and Secretary) and Yorely Alvarez (Vice President), the corporation was sold to the new owners.
- Kids Club Academy representatives were in need of an interpreter and accepted an ELC staff member to serve as the interpreter. A. Lopez stated that she the childcare center to her mother and Aunt and was unaware of the 30-day notification. Y. Alvarez stated that she realize that they did not do things in right order but they were depending on guidance received from DCF. DCF set up a meeting to meet with the ELC, the change of ownership was completed in January and the meeting was scheduled for March. B. de la Fuente stated that an email sent from DCF stated the following: "A forensic review of my e mail indicates that I did request information from the provider after a phone call on 3/6/2019. I then attempted to set up a partner meeting with ELC/DCF to conduct a change of ownership; it was for March 14 and by provider requested to change to 3/21/2019. It was during that meeting that DCF and ELC learned that the provider had already made changes to the cooperation in January of 2019 prior to this meeting. A seller/buyer must contact DCF to inform us of a change of ownership and at that time a determination is made as to whether the seller has a contractual relationship with ELC. If so then I request information, license number and name of the facility as well as who is buying/selling, and once received a meeting is set between DCF and ELC to explain the process and the responsibilities of all parties (buyer and seller). It should be noted that ELC and DCF have had this partnership for the change of ownerships since 2015. DCF has no statutory authority with a provider and their contractual arrangement with ELC."
- A. Rodriguez stated that due to the change of ownership there is an investigation that takes place. Through this investigation, it was discovered that A. Lopez was receiving SR and never informed the ELC that she was an owner. A. Lopez applied for SR claiming she was a teacher making 8.00 per hour maximum 10. Her aunt signed these employee verifications. A. Rodriguez stated that she sent letter to A. Lopez stating that she owed the coalition 11,000. A. Lopez called A. Rodriguez and claimed that she would reimburse this amount but this has not occurred.
- A. Lopez stated that when she applied for SR the childcare center was not making enough funds so the salary she claimed was accurate. A. Lopez stated that she did not know she could not apply being an owner. A. Rodriguez also stated that A. Lopez application stated she was a single parent but during the investigation, it was discovered that this was also false. A. Lopez stated that in 2013 she was not with the child's father but later did get back together. A. Lopez stated that in 2017 when the childcare center was doing better then she opted out of SR.



- E. Torres asked if A. Lopez needed to declare that was a business owner on the SR application. A. Rodriguez responded that “yes to receive SR you must be below the 150% poverty line and with the income she receives from the ELC and the food program she is over income”
- B. de la Fuente stated that the fraud case is not the reason for this termination but because of the delay in informing the ELC of the change of ownership. A. Rodriguez stated that he did not agree with mixing the two accusations and this decision should solely base on the change of ownership and it is up to ELC if they chose to contract with the new owners.
- L. Badillo stated that the Kid’s Club Academy is presently operating without a contract and OEL will not honor this.
- After reviewing all documents and hearing, the providers’ testimony the committee decided to terminate the provider’s contract (A. Lopez).
  - Motion to approve by A. Rodriguez.
  - Motion seconded by J. Roig.
  - Motion unanimously passed

**VII. Public Comments**

**Rick Beasley**

**VIII. Adjourn**

**Rick Beasley**