



Provider Services Committee Meeting
October 31, 2019; 2:00 PM
ELC Board Room

Committee Attendees: Rick Beasley, Jenni Roig, Abilio Rodriguez

Absent Committee Member: Loreen Chant

Staff Attendees: Evelio Torres; Angelo Parrino; Lisa Sanabria; Ileana Vallejo; Miguel Alfonso; Iliana Vasquez; Johnetta Nuby; Belkis Torres; Michelle Meilan; Ana Rodriguez; Lissandra Curbelo; Sandra Gonzalez; Lucretia Jones; Sheyla Perez; Isha Sanders; Jennifer Aguirre; Fiorella Christie; Jenelle James

General Attendees: Bob de la Fuente; Blanca Alvarez Guela, Alette Fabelas, Juanita Walker; Lucy Pineiro; Dr. Claudia Orett; Brenda Copeland; Eunice Flowers

I. Welcome and Introductions

Rick Beasley

II. Approval of Minutes

Rick Beasley

- Motion to approve by L. Chant.
- Motion seconded by A. Rodriguez.
- Motion unanimously passed.

III. Certificate of Liability

Bob de la Fuente

- B. de la Fuente stated that the issue of providers not having their Certificates of Liability has increased. The ELC is moving offices so a request to update their certificate was sent and it was found that many providers have canceled their policies. B. de la Fuente stated that today meeting are mostly insurance issues. R. Beasley asked if canceling the insurance after contract was complete is considered fraud. B de la Fuente stated that it was not fraud but a breach of contract.

IV. A Small World Learning Center Academy

Bob de la Fuente

- B. de la Fuente stated that A Small World Learning Center Academy canceled their general liability policy. Per the insurance company, the general liability policy was canceled on 08/28/2019 due to non-payment and as of 10/09/2019; the policy had not been renewed. After the provider requested a hearing, supporting documentation of a liability insurance was submitted with an effective date of 10/17/2019 resulting in a gap. The Provider was previously placed on a Corrective Action Plan ("CAP") by our Executive Leadership Team ("ELT") on



06/12/2019 for failure to renew VPK Director's Credentials. The CAP period began 6/17/2019 and will end 12/17/2019.

- A. Fabelas stated that she had not received the coupon for insurance payment, causing the gap in insurance. A. Fabelas stated that she had always complied and her insurance company sent a document stating that they were reliable client.
- L. Chant stated that the provider was already on CAP for not renewing Director's Credential and now insurance and feels that the provider is not focusing on important contract requirements.
- R. Beasley stated that there must be a financial penalty so this does not continue occur, a penalty stiff enough that it prevents them from doing this.
- L. Chant asked if it was possible to suspend payments during the time that they are not insured. B. de la Fuente stated that he would research that and come back to the committee with a response. E. Torres stated that unfortunately suspending payments would not prevent a lawsuit if something were to occur and the provider was not insured.
- After reviewing all documents and hearing the providers' testimony, the committee, voted to place the provider on a one year Corrective Action Plan. The provider will returns monies received during the time insurance was lapsed. In addition, if the provider receives any class 1 or 2 violation or lapses in insurance during the CAP period, they void the right to appeal and will have eligibility revoked for 5 years.
 - Motion to approve by A. Rodriguez.
 - Motion seconded by J. Roig.
 - Motion unanimously passed.

V. Sheyes of Miami

Bob de la Fuente

- B. de la Fuente stated that Sheyes of Miami committed the following EHS non-compliances:
 - On 7/1/2019, an Early Head Start Technical Assistance Specialist (TA) conducted a visit and noticed that there were 15 children in classroom D with two teachers. The ages of the students were mixed from 5 months to 3 years old. There was an infant in a car seat in the classroom as well. As per the Early Head Start (EHS) Contract, the required ratio for EHS is one teacher to four children.
 - On 7/17/2019, a TA conducted a visit and observed 8 children were sleeping alone with no staff in the classroom.
 - Both incidents have been reported to DCF and the child abuse hotline respectively, as of 7/19/2019 no violation has been posted to the DCF CARES website.
 - July 23, 2019 - During naptime, teacher in classroom C was alone with six children and asleep.
 - July 24, 2019 – Classrooms C and A were only had one teacher during lunchtime.



- July 25, 2019 – Classrooms A (1:4), B (1:4), C (1:2), and D (1:3) only had one teacher during various times of the day. No oral hygiene was witnessed. No evidence of lesson plan implementation or structured activity. Small Roach seen in the office.
 - July 26, 2019 - The lights were off even though some children were not asleep. Four cots in class A were spaced less than three feet apart. Classes C (1:7) & D (1:5) were out of ratio from 12:30pm-1:30pm. Class A (1:7) was out of ratio between 12:30pm-2:30pm. Teacher was asleep and alone with seven children at 12:16 p.m.
 - July 29, 2019 – Classrooms A (1:5) and B (1:5) were observed out of ratio. Child left the building unattended.
 - August 7, 2019 - Class A observed with a ratio of 1:5 between 1:45pm-1:55pm. One teacher in classroom C was observed taking a nap.
 - July 30, 2019 - No oral hygiene observed in any EHS room. Failure to fully staff all classrooms with two teachers during staff lunch breaks (Class A 1:2, Class B 1:4). Lights turned off in all rooms, except classroom C, while children were still awake.
 - August 1, 2019 – A teacher was observed leaning on a changing table sleeping
 - August 2, 2019 – A roach was observed on the sign-in log and another was felt crawling up an EHS staff.
 - August 5, 2019 – Two children were observed in classroom C awake and in their cribs for over 5 minutes until addressed by the EHS staff.
 - August 7, 2019 – Teacher in Classroom C was observed twice (10:42 a.m. and approximately 2:00 p.m.) in the day sleeping. Classroom A was left with only one teacher for 10-15 minutes.
 - August 8, 2019 – Classroom C was observed to only have one teacher at 8:00 a.m. Teacher in classroom C was observed on her phone and the other teacher nodding off.
 - August 9, 2019 – Roaches were observed in the office area. No oral hygiene was observed in classrooms A and B. Classroom A was observed out of ratio several times as teacher was observed leaving the classroom several times to go to the office.
 - August 12, 2019 – Roach was observed crawling up the wall of classroom D.
 - August 13, 2019 – Floater in Classroom B was observed telling a child in a reprimanding voice, “boy, you better not move... close your eyes and stop moving. I said go to sleep.”
 - August 14, 2019 – A roach was observed in the office.
- B. de la Fuente stated that the provider was previously placed on a CAP from 10/10/2018-04/10/2019 for two class 1 licensing violations.
 - L. Pineiro stated that J. Walker is a retired police officer and opened Sheyes to help her community. L. Pineiro stated that J. Walker does take responsibility for some of these issues observed. When J. Walker obtained the EHS contract, she knew she had ratio problems. J. Walker reached out to B. Torres and was informed that she could not terminate the contract. When J. Walker reached out a second time, one class was terminated. L. Pineiro stated that J. Walker was having a difficult time finding employees in her area and that there is only four other accredited schools in this area. L. Pineiro stated that J. Walker admits to 9 out of ratio incidents and that the building next door is abandoned, hence the roach problem. L. Pineiro stated that J. Walker purchased the property and will demolish the building and that some of these children come to



school with roaches in their book bags so she has implemented a no book bag policy. L. Pineiro stated that Sheyes received an award from the children's trust and scored a 5.0 in CLASS. L. Pineiro stated that J. Walker terminated the four teachers that were napping/left the classroom, updated pest control, cleaning services, replaced the door and has hired new people within her community. Sheyes offers onsite programs for special need children, parenting programs for the parents, collaborates with Jumpstart, offers parents free workshops, collaborates with Triumph, Miami Children's Initiative, etc. L. Pineiro asked that if the EHS contract is terminated to please not terminate the School Readiness or VPK contracts.

- L. Chant asked J. Walker if it was her preference to terminate you EHS contract, J. Walker responded yes. J. Roig asked how she would implement the new procedures and policy; L. Pineiro responded that she moved her offices to this center. R. Beasley stated she would not be able to be there every day, J. Walker responded that she was looking to hire a quality control manager.
- A. Rodriguez stated that it is difficult to hire teachers anywhere, ratio is a concern and Sheyes continues to have these issues. J. Walker stated that this problem began because the ratio for EHS is different from SR and VPK. R. Beasley asked what the differences in ratio were between EHS and SR, J. Walker responded that in EHS two teachers are needed in the classroom regardless of the amount of students. J. Roig stated that if DCF was there when the EHS monitors were it would have resulted in a violation. R. Beasley asked who is going to insure that Sheyes is following protocol. L. Chant stated that continuing with this contract is a big risk.
- After reviewing all documents and hearing the providers' testimony, the committee, voted to terminate the EHS contract and place the provider on a one year Corrective Action Plan for SR and VPK contracts. The provider will hire a floater so they remain in ratio at all times. In addition, if the provider receives any class 1 or 2 violation during the CAP period, they void the right to appeal and will have eligibility revoked for 5 years.
 - Motion to approve by L. Chant.
 - Motion seconded by J. Roig.
 - Motion unanimously passed.

VI. Cherry Blossom Learning Center

Bob de la Fuente

- B. de la Fuente stated that Cherry Blossom Learning Center had a gap in their workers compensation and general liability insurance. The Worker's Compensation policy expired 07/28/2019 and renewed on 08/12/2019 due to provider changing insurance companies from Berkshire Hathaway Guard Insurance Group to DTRT Insurance Group. General liability insurance was cancelled for nonpayment on 06/13/2019 and renewed 10/04/2019, due to provider changing insurance companies from OCG & Associates Inc. to Combined Underwriters of Miami.
- J. Roig recused herself from this case.



- C. Orrett stated that the workers' comp insurance for both centers were under the same IEN # when the center was sold a new IEN# need to be establish and that caused the delay. C. Orrett stated that there were two claims on her liability insurance and this caused the delay in getting a new policy. C. Orrett stated that the second center was sold as well but it remains under her name while the new providers obtain their DCF licensing. R. Beasley asked when this transfer would be complete; C. Orrett responded that it would take 45-60 days.
- L. Chant stated that a conscious business decision was made to not renew insurance.
- After reviewing all documents and hearing the providers' testimony, the committee, voted to terminate the contract and revoked eligibility for 5 years.
 - Motion to approve by L. Chant.
 - Motion seconded by A. Rodriguez.
 - Motion unanimously passed.

VII. Children of Destiny Learning Academy

Bob de la Fuente

- B. de la Fuente stated that Children of Destiny Learning Academy was in non-compliance during a corrective action plan. General liability insurance was canceled for non-payment on 06/07/2019. Provider currently has coverage as of 10/16/2019. On 3/18/2019, ELT placed the provider on a CAP for 3 class 2 violations (Fire Drills & Emergency Preparedness CCF Handbook, Section 3.8) The CAP period was from 03/25/2019 to 09/25/2019. During the CAP provider received a Class 2 violation on 06/14/2019 45-02: Documentation of Level 2 Clearinghouse screening clearance was missing for staff. B. de la Fuente stated that per the DCF Inspection report, DCF observed one of the staff working on premises without proper background screening. Technical assistance was provided in that" A copy of the eligible results, for the Level 2 screening, generated from the Clearinghouse must be on record for each personnel. Due date: 7/5/2019.
- B. Copeland stated that an insurance payment was made in June but the finance company did not forward payment to insurance company. B. Copeland stated that she is currently looking for a new company because cost. B. Copeland shared two new DCF inspection that showed that everything was in compliance.
- After reviewing all documents and hearing the providers' testimony, the committee, voted to place the provider on a six month Corrective Action Plan. The provider will returns monies received during the time insurance was lapsed. In addition, if the provider receives any class 1 or 2 violation or lapses in insurance during the CAP period, they void the right to appeal and will have eligibility revoked for 5 years.



- Motion to approve by A. Rodriguez.
- Motion seconded by J. Roig.
- Motion unanimously passed.

VIII. Olive Tree Academy

Bob de la Fuente

- B. de la Fuente stated that Olive Tree Academy canceled their liability and worker' comp insurance. Per the insurance company, the general liability policy was canceled on 06/27/2019 and the Workers' compensation was canceled on 07/21/2019. As of 10/28/2019, the policies have not been renewed. After the provider requested a hearing, workers' compensation application was submitted as supporting documentation with an effective date of 10/22/2019.
- J. Nuby stated that per DCF license is closed as of 10/10.
- E. Flowers stated that she had problems with the property owner and left the location, so currently she does not have a contract. L. Chant stated that there was no issue before us, A. Parrino responded that there is still an active contract in the old location. R. Beasley stated that he would rather not take any action on this matter and leave it to administration when a new license is obtained. E. Flowers stated that she could not get liability insurance unless she obtains a new lease. L. Chant stated that this should be an administrative decision not the committees.

IX. Public Comments

Rick Beasley

X. Adjourn

Rick Beasley