



Provider Services Committee Meeting
December 19, 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; Vanessa Aguilera; Jackye Russell; Amy Tongson; Miguel Alfonso; Josh Garcia; Fiorella Christie; Lisney Badillo; Johnetta Nuby; Sandra Gonzalez; Mercy Castiglione; Alex Sanchez; Jose Hernandez

General Attendees: Bob de la Fuente; Ben Hetfeld; Demetras Johnson; Jill Levy

I. Welcome and Introductions **Rick Beasley**

II. Approval of Minutes **Rick Beasley**

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

III. COI Updates **Bob de la Fuente**

- B. de la Fuente stated that the committee wanted to impose financial penalties on providers that were out of compliance. The penalty would consist of providers reimbursing the monies paid to them during the period that they did not have insurance coverage. OEL did not agree but agreed to penalties consisting of the cost of doing business, such as classes that would cost the provider a substantial amount. R. Beasley asked what the Florida statute stated because if it did not stipulate then the reimbursements could be done. A. Rodriguez stated that the monies that would be collected are money that they did not earn properly. B. de la Fuente stated that he looked at it as a refund but OEL claims it is a financial penalty. R. Beasley stated that if a child were hurt during these lapses in insurance would OEL reimburse the ELC for the lawsuit. J. Roig stated that providers were not facing any consequences. E. Torres stated



that OEL said that the alternative was to terminate them. R. Beasley stated that the only option being given to the committee is to start terminating contracts. J. Roig asked what happened to providers that were asked to refund money; V. Aguilera responded that this piece of the CAP was put on hold. B. de la Fuente stated that OEL was told that the providers agreed to this penalty. R. Beasley stated that then the ELC will terminate contracts. J. Roig asked how many providers would have been terminated in the past 6 months, V. Aguilera responded 13 would have been terminated.

IV. Tanenbaum Harber of Florida LLC

Jill Levy

- J. Levy stated that she reviewed the ELC contract provided to her, looked at the coverages required in general liability, and was surprised by how low they were. She stated that coverage for transportation should state commercial auto policy with limits and was concerned that they were not clear on coverage for sexual abuse, assault, etc. Those items would not be covered in a general liability policy. The current contract states that the ELC must be an additional insured on these policies and gives 10 days for the provider to inform of changes/cancellations. This should be 30 days and needs to be an endorsement with insurance company to verify ELC will be notified, a certificate is just informational. J. Levy stated that in order to receive information the ELC must ask for additional insured endorsement but there is a cost for this. B. de la Fuente stated that this should be enforced as part of the CAP. E. Torres stated that the only problem was that this would occur after the fact and not in the contract. B. de la Fuente asked what the cost of endorsement be, J. Levy responded \$100-200. J. Levy stated that the ELC should require providers to be primary not contributory, so they cannot sue simultaneously. E. Torres suggested making the providers sign an additional acknowledgement that if they lapse in insurance they will be terminated. B. de la Fuente stated that they could not do that because that would be an amendment. J. Levy stated that the insurance company is concerned.

**V. The Children's Place Child Care
Fuente**

Bob de la

- B. de la Fuente stated that The Children's Place Child Care's liability policy was due to expire 3/13/2019, when staff reached out to the insurance company they confirmed the Provider canceled the policy on 5/3/2018. Provider renewed insurance on 4/12/2019. B. de la Fuente stated that the provider was present at the November meeting but the case deferred because the committee requested extra documentation.



- B. de la Fuente stated that they had received the documents. Bank statements were sent to show monthly payment on the liability insurance but no payments were made in Feb 2019 and April 2019. D. Johnson stated that the payments did not begin until March 2019 due to the down payment, only 9 payments were to be made. A. Rodriguez stated that these statements did not explain why insurance was cancelled. B. Hetfeld stated that the monies deposited were misdirected and caused the cancellation of insurance. R. Beasley asked if there a reverse in deposit, B. Hetfeld responded, no. R. Beasley asked why there was no attempted to retrieve the lost funds. D. Johnson responded that it was a family member making these payments, they had access to the account and made it look like it all payments were made. D. Johnson stated that she did not prosecute family member because they are paying back money. V. Aguilera stated the provider was contacted multiple times to let her know about the lapse in insurance. R. Beasley asked if no one received notice by mail of the cancellation, D. Johnson responded, no. J. Roig stated that it concerned her that if the business is handled this way, who is taking care of the children.
- 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 A. Rodriguez.
 - Motion seconded by J. Roig.
 - Motion unanimously passed.

VI. Public Comments

Rick Beasley

VII. Adjourn

Rick Beasley