ELC Provider Services Committee Meeting  
January 30, 2019 2:00 p.m.  
ELC Board Room  
415-655-0003 meeting # 730 449 747

I. Welcome & Introductions  
   Rick Beasley

II. Approval of Minutes  
   Rick Beasley  
   A. Motion to approve December 2019 Minutes.

III. Information Items  
   Evelio Torres  
   A. Provider Insurance  
   B. Change of Ownership

IV. Creative Kidz Preparatory Academy  
   Bob de la Fuente

V. Public Comments  
   Rick Beasley

VI. Adjourn  
   Rick Beasley

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.
I. Welcome and Introductions
   Rick Beasley

II. Approval of Minutes
   Rick Beasley
   o Motion to approve by A. Rodriguez.
   o Motion seconded by J. Roig.
   o 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

- 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

- 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 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

VII. Adjourn
Dear Early Childhood Practitioner:

The Early Learning Coalition reminds all School Readiness Providers of the contractual requirement to maintain general liability insurance.

As per the School Readiness Contract, in accordance with s. 1002.88(1)(m), F.S., PROVIDER agrees to maintain general liability insurance and provide the coalition with written evidence of
general liability insurance coverage, including coverage for transportation of children if school readiness program children are transported by the PROVIDER. PROVIDER must obtain and retain an insurance policy that provides a minimum of $100,000 of coverage per occurrence and a minimum of $300,000 general aggregate coverage. PROVIDER must add the coalition as a named certificate holder and as an additional insured. PROVIDER must provide COALITION with a minimum of ten (10) calendar days’ advance written notice of cancellation of or changes to coverage.

The general liability insurance required by this paragraph must remain in full force and effect for the entire period of the School Readiness Contract. This includes any periods of time when there are no School Readiness children enrolled with the provider.

The Early Learning Coalition has instituted a zero-tolerance policy; failure to maintain general liability insurance may result in the termination of the School Readiness contract and revocation of the ability to deliver the School Readiness Program for a period of five (5) years.

Thank you.
Message from the Early Learning Coalition

Change of Ownership

[X] Important Deadline  [X] Compliance with State Requirement
[ ] Free Resource(s)  [ ] Professional Development Opportunity
[X] School Readiness, EHS, VPK or other Contract Compliance  [X] Informational

Dear Early Childhood Practitioner:

Please see the guidance below in regards to Changes to your business.

Per the School Readiness Contract (OEL-SR 20) Page 2, Item 6:

6. Not Transferable. This Contract is not transferable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership interest, the provider shall notify the coalition no later than 30 calendar days prior to the transfer of ownership.
If your facility is considering a change within the next 30 days, please note a new contract needs to be executed for you to maintain compliance:

- Change in EIN
- Any change in partnership
- Any other Transfer of Ownership Interest

It is imperative you notify both the Department of Children and Families (DCF) and the Early Learning Coalition (ELC), 30 days in advance of any change. DCF will review each case including the corporate documents and make a determination if the change is considered a Change in Ownership. Upon conclusion of the review, a new Provider ID will be issued. Per Office of Early Learning (OEL) guidance the coalition will execute a new contract.

Should you have any questions regarding your contract, feel free to contact our Pre-Screening Department at Prescreenings@elcmdm.org for further clarification.

Thank you.
Date: January 30, 2020

RE: Pre-Screening and Change of Ownerships

2018-2019 FY:

- Total Pre-screenings = 102
- Change of Ownerships = 38

2019-2020 FY:

- Total Pre-screenings = 94
- Change of Ownerships = 10
SR 6. Not Transferrable. This Contract is not transferrable or assignable to another entity. A change in ownership requires execution of a new contract. In the event of a change of ownership, sale, sale of assets, conveyance of ownership or other transfer of ownership interest, the provider shall notify the coalition no later than 30 calendar days prior to the transfer of ownership.

Provider contacts DCF and ELC and advise of any transfer of ownership interest 30 calendar days prior to the transfer.

DCF makes the determination if it's constitute a COO and if a new Provider ID will be issued. If so, DCF contacts ELC and ELC schedules a meeting with the provider & DCF at HQ.

Change of Ownership meeting is held and all acknowledgement of implication, process and programatic requirements are signed. Once provider receives DCF license (45 days after provider turns in their application to the DCF office), they must email the Pre-Screening team.

Provider emails Pre-Screenings. TA's have up to 24 hours to respond with Pre-Screening packet and instructions.

Provider emails completed packet within Approx. 1 week. Note: Process may be delayed if provider takes longer to respond with all completed documentation.

TA reviews Pre-Screening packet within 48 hours. Should additional documentation or revisions be needed provider will be notified at this time. TA updates the Fraud Spreadsheet and sends over to Loss Prevention for clearance.

Loss Prevention recommendations process normally takes 2-3 weeks. Once clearance is received from Loss Prevention completed Pre-Screening is send to Contract Manager for final review.

Pre-Screenings will be presented to COO/ELT for approval or denial.
# How to Handle Changes to License/Registration for System and File Continuity

*(November 2018)*

<table>
<thead>
<tr>
<th>Program Type</th>
<th>Action:</th>
<th>The Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Facility</strong></td>
<td>The <strong>name</strong> is changed, but the ownership and location remain the same.</td>
<td>Will <strong>change the name on the license</strong>, but the provider ID number will not change. Previous inspection reports will remain with the new facility name.</td>
</tr>
<tr>
<td></td>
<td>The <strong>name</strong> and <strong>ownership</strong> are changed, but the location remains the same.</td>
<td>Will <strong>change the name on the license</strong> and close out the old provider ID number and assign a new provider ID number to the <strong>new owner</strong>. Previous inspection reports will not be moved/linked with the new provider ID number/name on the public web site.</td>
</tr>
<tr>
<td></td>
<td>The <strong>name</strong> and <strong>location</strong> are changed, but the ownership remains the same.</td>
<td>Will <strong>change the name on the license</strong> and close out the old provider ID number, assign a new provider ID number for the <strong>new location</strong>. Though the owner has not changed, previous inspection reports will not be moved/linked with the new provider ID number on the public web site. Licensing staff will update the Previous ID field with the old ID Number to indicate that there is another licensing file associated with this provider.</td>
</tr>
<tr>
<td></td>
<td><strong>The ownership</strong> is changed, but the name and location remain the same.</td>
<td>Will <strong>close out the old provider ID number and assign a new provider ID number to the new owner</strong>. Previous inspection reports will not be moved/linked with the new provider ID number/provider on the public web site.</td>
</tr>
<tr>
<td><strong>Per Patrick if the provider is issued a new license number the inspections do not move with the provider.</strong></td>
<td><strong>The location</strong> is changed, but the name and ownership remain the same.</td>
<td>Will <strong>close out the old provider ID number and assign a new provider ID number based on the change of location</strong>. Licensing staff will update the Previous ID field with the old ID Number to indicate that there is another licensing file associated with this provider.</td>
</tr>
<tr>
<td><strong>Per Patrick if the provider is issued a new license number the inspections do not move with the provider.</strong></td>
<td><strong>The ownership and location</strong> are changed.</td>
<td>Will <strong>issue a new provider ID number for the new location</strong>.</td>
</tr>
<tr>
<td></td>
<td><strong>The corporation name changes, but the ownership and location remain the same.</strong></td>
<td>Will <strong>change the corporation name and required information related to the corporation in the licensing file and will change the owner name on the license</strong>. The facility name on the license and the provider ID number will not change. Previous inspection reports will remain with the facility.</td>
</tr>
<tr>
<td></td>
<td><strong>An individual owner (sole proprietor) changes ownership to a corporation</strong></td>
<td>Will treat as a revision to the existing license. The change should be requested in writing and it will be handled on the</td>
</tr>
<tr>
<td>Program Type</td>
<td>Action:</td>
<td>The Department:</td>
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</tr>
<tr>
<td>Licensed FDCH</td>
<td>The name is changed, but the operator and location remain the same.</td>
<td>Will change the name on the FDCH license, but the FDCH ID number will not change. Previous inspection reports will remain with the current FDCH ID number.</td>
</tr>
<tr>
<td>Change Licensed FDCH to Registered FDCH</td>
<td>The location is changed, but the name and owner remain the same.</td>
<td>Will close out the old FDCH ID number and assign a new FDCH ID number based on the change of location. Licensing staff will update the Previous ID field with the old ID Number to indicate that there is another licensing file associated with this provider.</td>
</tr>
<tr>
<td>Change Licensed FDCH to Large FCCH</td>
<td>Change Licensed FDCH back to Licensed FDCH (same owner and same location)</td>
<td>Will close out the old FDCH ID number and assign a new large FCCH ID number based on the provider changing program type. Licensing staff will update the Previous ID field with the old ID Number to indicate that there is another licensing file associated with this provider.</td>
</tr>
<tr>
<td>Change Registered FDCH back to a Licensed FDCH</td>
<td>The home closes and sometime later reopens with same name, same owner and same location.</td>
<td>Will issue a new license with the previous ID number. Previous inspection reports will not be moved/linked with the reissued ID number/provider on the public website.</td>
</tr>
<tr>
<td>Large FCCH</td>
<td>The name is changed, but the operator and location remain the same.</td>
<td>Will change the name on the large FCCH license, but the ID number will not change. Previous inspection reports will remain with the current large FCCH license.</td>
</tr>
<tr>
<td></td>
<td>The location is changed.</td>
<td>Will close out the old large FCCH ID number.</td>
</tr>
<tr>
<td>Category</td>
<td>Action</td>
<td>Description</td>
</tr>
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</tr>
<tr>
<td>Large FCCH</td>
<td>Change Large FCCH to Licensed FDCH/Registered FDCH</td>
<td>Will close out the old large FCCH ID number and assign a new registered FDCH ID number. Licensing staff will update the Previous ID field with the old ID Number to indicate that there is another licensing file associated with this provider.</td>
</tr>
<tr>
<td></td>
<td>Change Large FCCH to Registered FDCH</td>
<td>Will close out the old large FCCH ID number and assign a new registered FDCH ID number. Previous inspection reports completed for this provider while licensed as a large FCCH will not be moved/linked to the new registration number on the public web site. Licensing staff will update the Previous ID field with the old ID Number to indicate that there is another licensing file associated with this provider.</td>
</tr>
<tr>
<td>Registered FDCH</td>
<td>The name is changed, but the operator and location remain the same.</td>
<td>Will change the name on the registered FDCH registration, but the registration ID number will not change. Previous annual statements will remain with the current registered FDCH.</td>
</tr>
<tr>
<td></td>
<td>The location is changed, but the name and owner remain the same.</td>
<td>Will close out the old registered FDCH registration ID number and assign a new FDCH registration ID number. Licensing staff will update the Previous ID field with the old ID Number to indicate that there is another licensing file associated with this provider.</td>
</tr>
<tr>
<td></td>
<td>Change Registered FDCH to Licensed FDCH</td>
<td>Will close out the old registered FDCH registration ID number and assign a new licensed FDCH ID number. Licensing staff will update the Previous ID field with the old ID Number to indicate that there is another licensing file associated with this provider.</td>
</tr>
<tr>
<td></td>
<td>Change License FDCH back to a Registered FDCH (same owner and same location)</td>
<td>Will close out the Licensed FDCH and use the previous registration ID number on the new registration. Licensing staff will update the Previous ID field with the old license FDCH ID number to indicate another file is associated with this provider.</td>
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Early Learning Coalition Review Hearing Committee

January 30, 2020

Creative Kidz Preparatory Academy – C11MD2623
4339 NW 7TH Ave, Miami FL 33127

Action Requested: The Executive Leadership Team recommends termination of the EHS, SR and VPK contracts for the 2019-2020 FY and revocation of eligibility for a period of five (5) years subject to provider testimony and verification of supporting documentation submitted by provider.

Background

Creative Kidz Preparatory Academy

- License Capacity: 89
- Care Level offered: 1 month to 12 years
- Approximate Children enrolled for SR: 23
- Approximate Children enrolled for VPK: 6
- Approximate Children enrolled for EHS: 32
- Approximate Number of providers within the same zip code offering SR: 18
- Approximate Number of providers within the same zip code offering VPK: 14
- Approximate Number of providers within the same zip code offering EHS: 2
- Accreditations/Gold Seal: Gold Seal Birth to 5/ FCCPSA
- Provider has offered services since: 2017
- 2018-2019 Approximate reimbursements: $331, 494.78

Issues

EHS Non-Compliances

- On 9/24/2019, we received notification of multiple EHS non-compliances during EHS Health & Safety Screener visits.

- Per the EHS Contract, Attachment 1 Scope of Work, Section B.1. Staffing: Each classroom must have two paid teachers at all times regardless of the number of children in attendance. Maximum group six for EHS, whether blended or not, shall be eight children. During naptime, one teaching staff member may be replaced by one staff member or volunteer who does not meet the minimum EHS teaching qualifications required for the age group. [45cCFR1302.21(b)[2]] The Provider was out of ratio on the following dates:
  - 12/28/2018: The ratio for classrooms 1, 3, and 4B was 1:4 in each classroom.
  - 1/9/2019: The ratio for classrooms 3, 4A, and 4B was 1:6 each.
  - 1/30/2019: The ratio for classroom 4B was 1:4.
  - 2/11/2019: The ratio for classroom 4B was 1:4.
  - 3/18/2019: During nap time the ratio for classrooms 3, 4A, and 4B was 1:5 each.
  - 4/3/2019: The ratio for classroom 3 was 1:6.

Continued on Page 2
Early Learning Coalition Review Hearing Committee

January 30, 2020

Creative Kidz Preparatory Academy- C11MD2623
4339 NW 7th AVE, Miami, FL. 33127

Issues

- 4/22/2019: The ratio for classrooms 1 and 4A was 1:4 each.
- 4/25/2019: The ratio for classroom 1 was 1:5 and for classroom 3 was 1:7.
- 5/14/2019: During nap time the ratio for classrooms 1, 3, and 4B was 1:8 each. The ratio for classroom 4A was 1:7.
- 5/29/2019: The ratio for classroom 1 was 1:4.
- 6/14/2019: One teacher in classroom 1. One teacher provided coverage for classroom 4a and 4b while a teacher slept in 4a during her break. The ratio for both classrooms was 1:10 (classroom 4A 6 children and 4B 4 children). The ratio for classroom 1 was 1:6.
- 8/20/2019: Exceeded the maximum number of 8 children in all classrooms. Number of children in classrooms were between 9 and 10. Two of the 3 open classrooms had infants. The ratio for classrooms 2, 4A, and 4B was 2:10 each. Classroom 1 was closed.
- 8/30/2019: During naptime the ratio for classroom, 1 was 0:4.

- Per the EHS Contract, Attachment 1 Scope of Work, Section F.3 Health: Provider will ensure safety practices and responsive care are adhered to at all times. Specifically, the Provider must place chemicals and teacher’s personal belongings in locked cabinets; adhere to DCF regulations on safe sleep; and ensure daily cleaning of center. The Provider was out of compliance on the following dates:

  - 4/25/2019: Diapering table used for storage in classroom 1.
  - 5/22/2019: Infant placed on his stomach with a bib around her neck and a pacifier attached to the bib. (Addressed immediately by EHS Technical Assistance Specialist).
  - 8/20/2019: Baby placed to sleep on her stomach with a rubber headband around her neck. (Addressed immediately by EHS Technical Assistance Specialist).
  - 4/25/2019: Food debris from lunch on floor during nap in classroom 3.
  - 5/22/2019: Classrooms observed to be unclean.
  - 8/20/2019: Floor and tables and sticky and unclean.
Early Learning Coalition Review Hearing Committee

January 30, 2020

Creative Kidz Preparatory Academy- C11MD2623
4339 NW 7th AVE, Miami, FL. 33127

Issues

- Per the EHS Contract, Attachment 1 Scope of Work, Section I.8 Nutrition: All foods must be stored appropriately to prevent spoilage and served at the correct temperature. If funds are available, Early Head Start may assist the center with purchasing a refrigerator for the classroom to store breastmilk. The Provider was out of compliance on the following dates:
  - 3/18/2019: Two bottles with formula not labeled in classroom 1.

- Per Head Start Policy and Regulation 1302.47(b)(6)- Hygiene Practices, all staff systematically and routinely implement hygiene practices that at a minimum ensure: (i) Appropriate toileting and hand washing, and diapering procedures are followed. The following was not being implemented during EHS monitoring:
  - 3/18/2019: No hand washing in Classroom 1 and 4A.
  - 4/25/2019: Running water not available for handwashing (portable sink unplugged and water needed to be changed).
  - 6/11/2019: No Hand washing Classroom 4B.
  - 8/20/2019: No Hand washing Classroom in all 4 classrooms.
  - 8/30/2019: No Hand washing during Health and Safety Screener Monitoring

- Per Head Start Policy and Regulation 1302.47(b)(1)(iv)- Facilities. All facilities where children are served, including areas for learning, playing, sleeping, toileting, and eating are, at a minimum...designed to prevent child injury and free from hazards, including choking, strangulation, electrical, and drowning hazards, hazards posed by appliances and all other safety hazards. The following non-compliance occurred:
  - 4/25/2019: Peeling paint in classroom 1
  - Continued on page 3

Continued on page 4
Early Learning Coalition Review Hearing Committee
January 30, 2020
Creative Kidz Preparatory Academy- C11MD2623
4339 NW 7th AVE, Miami, FL. 33127

Issues
Comments:
• Attached Notice of Default: Per the EHS Contract, Attachment 1 Scope of Work, Section K Access to Center: Interference with Monitoring & Improvement Plan was sent on 1/14/2020. Interference consist of:
  o Locking classrooms and limiting access;
  o Failure to provide seating for Coalition staff in classrooms, thereby restricting access to classrooms;
  o Hovering over staff, reading over staff’s shoulders while working, potentially viewing confidential information from other centers, irrelevant to Creative Kidz.
• Neglecting to adhere to a child’s special dietary needs. Incidences include:
  o On 10/21/2019, child allergic to dairy was given yogurt for snack time.
• Parents have voiced their concerns regarding cleanliness of center.
• Repeated biting incident.
  o On 12/13/2019, upon child’s arrival at home, parent noticed a bite mark and no incident report was given to the bus driver. Incident occurred in classroom 1 and was reported to the Child Abuse Hotline.
  o On 12/20/2019, upon child’s arrival at home, parent noticed a bite make and no incident report was given to grandmother during pick up. Incident occurred in classroom 1 and was reported to the Child Abuse Hotline.
  o 12/20/2019 – Upon child’s arrival at home, parent noticed a bite mark and no incident report was given to the father during pick up. Incident occurred in classroom 4b and was reported to the Child Abuse Hotline.
• High rate of staff turn-over, which interrupts continuity of care.
  o From November 2018 – December 2019, a total of 24 employees.
• Provider has no history of previous CAP’s, or terminations.