

## Statement of Deficiencies

### 1503-A-C: General Liability Insurance Policy

Not Met

1503-A-C: A. A center shall maintain in force at all times current commercial liability insurance for the operation of the center to ensure medical coverage for children in the event of accident or injury.

B. A center is responsible for payment of medical expenses of a child injured while in the center's care.

C. Documentation of commercial liability insurance shall consist of the insurance policy or current binder that includes the name of the early learning center, physical address of the center, name of the insurance company, policy number, period of coverage and explanation of the coverage.

#### Finding:

1503-A-C Based on interview(s): The provider was not responsible for payment of medical expenses of a child injured while in the provider's care as on August 6, 2018, C1 fell from the monkey bars while in care and broke her arm resulting in medical expenses related to surgery and other costs. Specialist inquired with S1 if the center offered to pay this medical expense. S1 stated that the parent had not requested payment for medical expenses. S1 stated that parents usually use their own insurance to cover the medical expense and the center pays the out of pocket cost. Specialist advised S1 that the center is responsible for the medical costs for any child injured in care.

### 1507-A: Daily Attendance Records - Children

Not Met

1507-A: A daily attendance record for children shall be maintained that shall:

1. include the child's first and last name, arrival and departure times, and first and last name of person or entity to whom the child is released;
2. accurately reflect children on the center premises at any given time; and
3. be used to sign in and out if a child leaves and returns to the center during the day.

#### Finding:

1507-A Based on record review/observations: The center's daily attendance record for children did not accurately reflect the children on the child care premises at any given time as 24 children were present in building #3 and 21 children were signed in on the log. Specialist found that these children were not signed in in any other location. S9 corrected prior to Specialist departure.

The daily attendance log for children did not include the time of departure of each child as Specialist reviewed the children's sign in sheets and found that 11 children signed in on August 24, 2018 failed to be signed out.

### 1711-A-B-F-G: Child to Staff Ratio

Not Met

1711-A-B-F-G:

A. Child to staff ratios are established to ensure the safety of all children.

B. Minimum child to staff ratios shall be met at all times.

1. There shall be a minimum of two staff members present at an early learning center when more than one child is present.
2. Only those staff members directly providing care, supervision or guidance to children shall be counted in the child to staff ratios.

F. Minimum Child to Staff Ratios for Type I centers:

Ages of Children	Ratio
Infants under 1 year	6:1
1 year	8:1
2 years	12:1
3 years	14:1
4 years	16:1
5 years	20:1
6 years and up	25:1

G. Mixed Age Groups - Minimum Child to Staff Ratios

1. An average of the child to staff ratios may be applied to mixed age groups of children ages 2, 3, 4 and 5.
2. Child to staff ratios for children under age two are excluded from averaging.
3. When a mixed age group includes children younger than age two, the age of the youngest child determines the child to staff ratio for the group.
4. An average may be applied to a mixed age group consisting only of children ages 5 and older.

#### Finding:

1711-A-B-F-G Based on observations: The Provider failed to meet the required child to staff ratio for children of the following ages: 15 children age 1 through 2 with 1 staff. The required ratio for children of this age is 8 children per 1 staff person. On August 27, 2018, Specialist entered building #3 and observed S8 with 15 children ages one through 2. During this time, Specialist observed S11 down the hall. S11 stated that she left her class to talk to another staff. The Provider failed to meet the required child to staff ratio for children of the following ages: 31 children age 3 through 4 with 2 staff. The required ratio for children of this age is 15 children per 1 staff person. Specialist observed S5's class (a class of 12 children ages 3-4) as well as S16's class (a class of 19 4 year olds) combined on the play yard. S12 and S16 stated that they were both supervising the classes together. Specialist found

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that an additional staff was needed to meet ratio. S16 stated that S17 had been assisting her with supervising prior to S16 bringing the class to the play yard; however, S16 stated that S17 was on a break. Specialist found that child to staff ratio was met prior to departure.

### **1915-D: Health Services - Delay Seeking Care**

**Not Met**

1915-D: The center shall not delay seeking care while attempting to contact a parent if emergency medical attention is required.

#### **Finding:**

1915-D Based on interview(s)/record review: The provider delayed seeking care while attempting to contact a parent when emergency medical attention was required as on August 6, 2018 at 2:45 PM, C1 fell from the monkey bars and broke her arm. Specialist reviewed the the center's Critical Incident form and found that center staff documented that C1's parent was called as center staff believed C1's arm was broken. S1 stated that S18 and S19 called her and advised her of the situation. S1 stated that S18 and S19 advised her that C1's arm was obviously broken as her arms was curved. S1 stated that center staff provided C1 with an ice pack and called C1's parents who picked C1 up and took her the the hospital.