# Statement of Deficiencies

# 1503-A-C: General Liability Insurance Policy

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 C1 was fell while carrying a toy in care on October 7, 2016 resulting in a busted lip. S1 stated that the parent took C1 to the doctor and no stitches were required. S1 stated that the facility did not offer insurance covereage to the parent as required because the parent did not request it.

# 1713-A&B&C: Supervision

1713-A&B&C:

A: Children shall be supervised at all times in the center, on the playground, on field trips, on non-vehicular excursions, and during all water activities and water play activities.

B: Children shall not be left alone in any room, (except the restroom as indicated in Subsection G), outdoors, or in vehicles, even momentarily, without staff present.

C: A staff person shall be assigned to supervise specific children whose names and whereabouts that staff person shall know and with whom the staff person shall be physically present. Staff shall be able to state how many children are in their care at all times.

#### Finding:

1713-A&B&C: Based on observations and interviews: Children were not under supervision at all times as Specialist observed a class of 7 two year olds unsupervised during nap time. Provider stated the assigned staff, S2, stepped away to take out the trash (whom Specialist observed outside taking out the trash at arrival). There was no staff in a position to supervise these children. Provider corrected prior to Specialist departure. Supervision was not met at all times as on November 4, 2015, C1 was bitten on the hands while in care. Provider stated that no staff observed C1 being bitten.

# 1915-B.&C: Health Services - Parental Notification

1915-B.&C:

B. Reporting. Incidents, injuries, accidents, illnesses, and unusual behavior shall be documented and reported to the parent no later than when the child is released to the parent or authorized representative on the day of the occurrence.

- C. Immediate Notification. The parent shall be immediately notified in the following circumstances:
- 1. blood not contained in an adhesive strip;
- 2. head or neck or eye injury;
- 3. human bite that breaks the skin;
- 4. animal bite;
- 5. impaled object;
- 6. broken or dislodged teeth;
- 7. allergic reaction skin changes (e.g. rash, spots, swelling, etc.);
- 8. unusual breathing;
- 9. symptoms of dehydration;
- 10. temperature reading over 101° oral, 102° rectal, or 100° axillary; or
- 11. injury or illness requiring professional medical attention.

# Finding:

1915-B.&C: Based on interviews: The provider did not have documentation of all incidents of incidents, injuries, accidents, illnesses, and unusual behaviors as on November 4, 2016, C1 was bitten on the forearm and hand while in care. Thought there were visible bite marks on C1's hand and forearm, Provider stated that she was not aware of the bite until after the mother contacted the facility on Tuesday, November 8, 2016. Provider stated that though C1 was bitten, no staff observed him being bitten so the parent was not advised of the bite at pickup. Provider further stated that staff only documents incidents when they are seen by staff and because this bite was not seen by staff, it was not documented.

# Not Met

Not Met

# Not Met