

**SETTLEMENT AGREEMENT**  
**UNDER THE AMERICANS WITH DISABILITIES ACT**  
**BETWEEN**  
**THE UNITED STATES OF AMERICA**  
**AND**  
**LA PETITE ACADEMY, INC.**

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**Background**

1. The parties to this Settlement Agreement ("Agreement") are the United States of America and La Petite Academy, Inc., a Delaware corporation ("La Petite").
2. This Agreement resolves the following complaints filed with the Department of Justice ("Department") under title III of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12181-89, and its implementing regulation, 28 C.F.R. pt. 36: (i) Department of Justice Complaint Number (DJ#) 202-79-58, filed by Richard and Amy Jester on behalf of Nicholas Jester (the "Jester Complaint"); (ii) DJ# 202-42-21, filed by Tammy and Rodney C. Bownds on behalf of Emily Bownds (the "Bownds Complaint"); (iii) DJ# 202-74-45, filed by Ginger and Michael Carrabine on behalf of Zachary Carrabine (the "Carrabine Complaint"); (iv) DJ# 202-67-28, filed by James and Inez Irby on behalf of Trey Irby (the "Irby Complaint"); and (v) DJ# 202-35-77, filed by Gerald Ramey on behalf of Jerry Ramey (the "Ramey Complaint") (collectively, the "Complaints"). The Complaints were investigated by the Department under the authority granted by section 308(b) of the ADA, 42 U.S.C. § 12188.

**Jurisdiction**

3. La Petite is a public accommodation, as defined in section 301(7)(e) of the ADA, 42 U.S.C. § 12182(7)(k), and its implementing regulation, 28 C.F.R. § 36.104.
4. La Petite provides child day care services at approximately 750 locations nationwide. The day care centers that are the subjects of the Complaints are places of public accommodation, within the meaning of section 301(7)(e) of the ADA, as further defined in 28 C.F.R. § 36.104.
5. The individuals named in the Complaints are either (i) persons with disabilities within the meaning of 42 U.S.C. § 12102(2) and 28 C.F.R. § 36.104, or (ii) individuals known by La Petite to have a relationship with individuals with known disabilities, within the meaning of 28 C.F.R. § 36.205. In addition, Jacob Bownds and Andy Carrabine are individuals known by La Petite to have a relationship with individuals with known disabilities, within the meaning of 28 C.F.R. § 36.205.

**Complaints**

6. The Jester, Bowns, and Carrabine Complaints allege that La Petite discriminated against children with severe allergies and their families by maintaining a policy of not administering the EpiPen, Jr. (a disposable device used to administer a pre-measured dose of epinephrine to children with severe allergies) to children in their custody who suffered severe allergic reactions. La Petite's policy at that time was to call 911 and request that Emergency Medical Services personnel be dispatched to administer the EpiPen, Jr.

7. The Ibry Complaint alleges that the La Petite Academy located in Irmo, South Carolina, discriminated against Trey Irby and his family by refusing to permit Trey, an individual who requires one-on-one care, to enroll in the Irom La Petite Academy accompanied by an aide. No individualized assessment of the Irbys' enrollment request was made. In response, La Petite alleges that, if true, such failutr is contrary to La Petite's corporate policy, which requires an individualized assessment of each enrollment request.

8. The Ramey Complaint alleges that La Petite discriminated against Jerry Ramey and his family by, among other actions, failing to provide Jerry, a wheelchair user, with sufficient assistance in using the toilet facilities at the Gambrills, Maryland, La Petite.

### **Agreement**

9. La Petite does not admit that any action it has taken violates title III of the ADA. This Agreement shall not be construed as an admission of liability by La Petite.

10. To avoid unnecessary and costly litigation, the parties hereby agree to the provisions set forth in paragraphs 11 and 12 below.

11. La Petite hereby agrees that the document entitled "La Petite Academy, Inc. Policy for Administering Emergency Treatment to Children with Severe Allergies," attached hereto as Attachment A, has been adopted by La Petite as its policy for treating children with severe allergies, including its policy for administering epinephrine through the use of the EpiPen, Jr. La Petite further agrees not to modify the policy without the prior written consent of the Department.

12. La Petite hereby agrees to pay a total of Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) as full and final settlement of the Complaints set forth in paragraphs 6, 7, and 8 above.

13. This sum shall be allocated among the five Complaints in full and final satisfaction of all ADA claims arising out of the Complaints and the facts set forth therein. Each party whose rights under the Complaints are resolved by this Agreement shall execute a Release in the form attached hereto as Attachment B prior to the payment of any sums to that party by La Petite. Within fifteen (15) days of La Petite's receipt of each fully executed Release, La Petite shall pay the appropriate party its allocation of the monetary sum specified in paragraph 12 above.

14. As a result of its request to the Department for technical assistance, La Petite developed the document entitled "La Petite Academy Policy for Testing Blood Glucose Levels," attached hereto as Attachment C. La Petite agrees that Attachment C has been adopted by La Petite as its policy for testing the blood glucose levels of children with insulin-dependent diabetes. La Petite further agrees not to modify the policy without the prior written consent of the Department.

### **Implementation and Enforcement of this Agreement**

15. The Attorney General is authorized, pursuant to 42 U.S.C. § 12188(b)(1)(B), to bring a civil action to enforce title III of the ADA in any situation where the Attorney General finds a pattern or practice of discrimination or an issue of general public importance. In consideration of the terms of this Agreement, the Attorney General agrees to refrain from filing a civil suit under title III in this matter.

16. The Department may review compliance with this Agreement at any time. If the Department believes that this Agreement or any portion of it has been violated, it may institute a civil action in federal district court.

17. A failure by the Department to enforce any term of this Agreement shall not be construed as a waiver of its right to enforce any other portion of this Agreement.

18. This Agreement shall be enforceable in United States District Court for the District of Columbia.

19. This Agreement is a public document. Copies of this Agreement, the Attachments, and any information contained in them may be made available to any person at any time. The Department shall provide copies of these documents to any person upon request.

20. The effective date of this Agreement is the date of the last signature below [October 23, 1997]. This Agreement shall be binding on La Petite Academy, Inc., and its successors and assigns. La Petite shall have a duty to notify all such successors and assigns.

21. This document constitutes the entire Agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or the agents of either party that is not contained in this written Agreement, shall be enforceable. This Agreement is limited to the matters raised in the Complaints and does not address any other issues of ADA compliance by La Petite. This Agreement does not affect the continuing responsibility of La Petite to comply with all aspects of the ADA.

The signers of this document affirm that they are authorized to bind the parties to this Agreement that each represents.

For La Petite Academy, Inc.



For the United States:

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Peggy A. Ford  
Vice President  
General Counsel  
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## **ATTACHMENT A**

### **La Petite Academy, Inc.**

## **POLICY FOR ADMINISTERING EMERGENCY TREATMENT TO CHILDREN WITH SEVERE ALLERGIES**

Children with severe allergies, such as allergies to bee stings, peanut products, etc., may be at risk of a serious allergic reaction in a child care setting due to contact with or ingestion of the allergen. Contact with these allergens may result in anaphylaxis, a severe allergic reaction with symptoms that may include swelling of the face and lips, hives, vomiting diarrhea, shortness of breath, and difficulty breathing. Ultimately, anaphylaxis may cause a fall in blood pressure, unconsciousness, and death. La Petite Academy is concerned for the health and safety of all children in our care. Accordingly, when an enrolling/enrolled child has a severe, life-threatening allergy, the following is required:

### **PARENT(S)/GUARDIAN(S) MUST COMPLETE AND/OR PROVIDE THE FOLLOWING:**

1. A signed copy of La Petite's "Authorization For Emergency Care For Children With Severe Allergies" (Authorization Form). This form must be filled out completely by the child's physician and parent(s)/guardian(s), and must be updated every six months, or more frequently, as needed. The Authorization Form is designed to provide La Petite with the information necessary to ensure proper preventative measures and an effective response to a serious allergic reaction. In addition, the parent(s)/guardian(s) shall provide a copy of any other physician's orders and procedural guidelines relating to the prevention and treatment of the child's allergy.
2. A signed copy of La Petite's "Release and Waiver of Liability for Administering Emergency Treatment To Children With Severe Allergies" (Waiver). The Waiver releases La Petite and its employees from liability for administering treatment to children with severe allergies (including the administration of epinephrine) and taking any other necessary actions set forth in the Authorization Form, provided that La Petite exercises reasonable care in taking such actions.

\*Note: The Regional Director is responsible for: (1) collecting these documents after they have been properly executed, and (2) placing a copy of each form in the child's La Petite Academy file and sending the originals to Home Office.

3. All equipment and medications needed by La Petite to comply with the instructions set forth

in the Authorization Form (including, but not limited to, a device such as the EpiPen. Jr.). The parent(s)/guardian(s) is responsible for ensuring that all medication is properly labeled by a pharmacist and replaced prior to the expiration date.

## **PROCEDURES FOR EMERGENCY TREATMENT:**

If a child enrolled by La Petite Academy has severe allergies, the following steps shall be implemented:

1. Prior to the child's first day of attendance, the parent(s)/guardian(s) or their designee(s) is responsible for training selected members of the Staff including, but not limited to, the Director, Assistant Director, and child's teacher(s), on the nature of the child's allergy(ies), including (i) the events/substances that may trigger allergic reaction (e. g.. bee sting, consumption of peanuts or products containing peanuts, etc.), (ii) with respect to food allergies, limitations on the child's food consumption, (iii) symptoms of an allergic reaction, and (iv) when and how to administer treatment for an allergic reaction, including, where appropriate, the procedure for administering epinephrine through an EpiPen. Jr. or similar device. In addition, all members of the Staff will be trained to recognize the nature of the allergy and symptoms listed in subsections (i), (ii) and (iii) above.
2. At least four (4) members of the La Petite Staff including, but not limited to, the Director, Assistant Director, and child's teacher(s), shall attend the training provided by the parent(s)/guardian(s)/designee(s). Upon completion of the training, the Staff shall complete and sign the Allergy Emergency Treatment Training Acknowledgment.
3. Training shall be repeated every six months, or when fifty percent (50%) of the La Petite Staff has turned over, whichever occurs first. If the individual serving as the Director, the Assistant Director, and/or the child's teacher(s) is replaced, his or her replacement shall immediately be trained by the parent(s)/guardian(s)/designee(s).
4. At least one (1) trained Staff member shall be present at all times the child is present at the Academy and shall accompany the child on all field trips.
5. Medication kept at the Academy shall be stored in a secure area accessible only by trained Staff. During Academy field trips a trained member of the Staff shall be designated to carry any required medication.
6. Warning signs alerting Staff of the child's particular allergy shall be posted in the kitchen, the child's classroom, on the monthly menu, on attendance sheets, and on Staff time sheets.

## **STEPS FOR TREATING AN ALLERGIC REACTION:**

All allergic reactions should be treated in accordance with the instructions provided by the child's physician in the Authorization Form. In the event of any conflict between this policy document and the instructions set forth in the Authorization Form, the instructions in the Authorization Form must be followed. If the child is exposed to or ingests the allergen, or shows one or more of the following signs and symptoms of an allergic reaction, including swelling of the lips and face, hives, vomiting, diarrhea, shortness of breath, and difficulty breathing, follow these steps:

1. A designated Staff member calls the area's emergency personnel number (e.g. "911"), unless stated otherwise in the Authorization Form, and the parent(s)/guardian(s) immediately.
2. A trained Staff member administers medication (such as Benadryl Elixir or the EpiPen, Jr.) as instructed in the Authorization Form. Unless otherwise indicated on the Authorization Form, these medications should be administered immediately. If a child is exposed to (e.g., bee sting) or ingests (e.g., peanuts) a known allergen, do not wait to administer medication until the child shows the signs of an allergic reaction, unless the Authorization Form states otherwise. If a child exhibits symptoms of an allergic reaction, do not wait to see whether his or her symptoms worsen. **Note: the area's emergency personnel number (e.g. "911") must be called in addition to giving medication such as the EpiPen, Jr. because the medication only works for approximately 15 minutes.**
3. Under no circumstances may any La Petite Staff member administer any medication, including the EpiPen, Jr., until (i) the child has been identified as subject to anaphylactic reaction, (ii) all the required information and forms have been provided by parent(s)/guardian(s), and (iii) the initial training has been completed. Please contact the Home Office Legal Department if you have any questions.
4. If epinephrine is prescribed, only pre-measured doses of epinephrine (such as contained in the EpiPen, Jr.) may be given by La Petite Staff.

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## **AUTHORIZATION FOR EMERGENCY CARE OF CHILDREN WITH SEVERE ALLERGIES**

Dear Doctor: \_\_\_\_\_ Date: \_\_\_\_\_

Your patient, \_\_\_\_\_ is enrolled/enrolling in our Academy and we have been requested to provide certain emergency care for the prevention of anaphylaxis in the event the child comes into contact with a certain allergen(s), as described below. Please complete Part I of this instruction record. This record will remain in the child's file at La Petite Academy so we may assist with the allergy care and needs of our enrollee and your patient. If you need to provide further instructions or clarifications, please do so on a separate sheet of paper, which will become a part of this record and will

be kept with this form in the child's file at La Petite.

**PART I (to be completed by physician)**

Child's Name: \_\_\_\_\_ Child's Birth Date: \_\_\_\_\_

**Allergens:**

Please provide a complete list of all events and/or substances that may trigger a severe allergic on (I, anaphylactic shock) in the child.

\_\_\_ Bee Sting

\_\_\_ Other Insect Bite(s): (identify): \_\_\_\_\_

\_\_\_ Animal Fur: (identify) \_\_\_\_\_

\_\_\_ Food Allergy: (identify all foods that must be avoided): \_\_\_\_\_

\_\_\_\_\_

Other: (identify) \_\_\_\_\_

**Symptoms**

Please provide a complete list of all symptoms that indicate that the child has come into contact with an allergen and that he or she requires emergency treatment.

\_\_\_ Shortness of Breath or Difficulty in Breathing

\_\_\_ Swelling of the Face or Lips

\_\_\_ Hives

\_\_\_ Vomiting

\_\_\_ Diarrhea

\_\_\_ Other: (explain): \_\_\_\_\_

\_\_\_ Do not administer medication in the absence of known exposure to allergen.

(explain): \_\_\_\_\_

## Procedures

Please indicate all steps necessary and the order in which they should be taken.

\_\_\_\_ Give Benadryl Elixir, ml orally.

\_\_\_\_ Administer EpiPen, Jr. or \_\_\_\_\_

\_\_\_\_ Call the area's emergency medical personnel (e.g. "911").

\_\_\_\_ Call parent(s)/guardian(s), and child's physician.

\_\_\_\_ Other

\_\_\_\_ (explain): \_\_\_\_\_

## Recreational Activities

1. The child may participate in recreational activities.  Yes  No

2. Activity restrictions:  None  Some Restrictions

(explain): \_\_\_\_\_

## Child's Physician

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Emergency Contact No.: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**PART II (to be completed by Parent(s)/Guardian(s))**

**Parent(s)/Guardian(s)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Emergency Contact No.: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Emergency Contact No.: \_\_\_\_\_

**By signing this form, I/We authorize La Petite Academy to follow the above instructions in the Authorization form. I/We agree to update this form every six (6) months, or sooner if my/our child's needs change.**

Signature: \_\_\_\_\_

Parent(s)/Guardian(s)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Parent(s)/Guardian(s)

Date: \_\_\_\_\_

**La Petite Academy, Inc.**

**RELEASE AND WAIVER OF LIABILITY FOR ADMINISTERING  
EMERGENCY TREATMENT TO CHILDREN WITH SEVERE ALLERGIES**

This is a RELEASE AND WAIVER OF LIABILITY FOR ADMINISTERING EMERGENCY  
TREATMENT TO CHILDREN WITH SEVERE ALLERGIES (hereinafter, referred to as the "Release")

made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between La Petite Academy, Inc. ("La Petite")  
and

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(Parent(s)/Guardian(s))

residing at \_\_\_\_\_, who are the

(Address)

Parent(s)/Guardian(s) of \_\_\_\_\_;

(Child's Name)

WHEREAS, La Petite provides child care services at numerous facilities across the country and the  
Parent(s)/Guardian(s) has engaged La Petite to provide child care for

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(Child's Name)

WHEREAS, La Petite has been requested by the Parent(s)/Guardian(s) to administer emergency treatment  
(including the administration of epinephrine) to the child during certain emergency situations when the child  
has come in contact with an allergen and is in danger of anaphylaxis, as prescribed in writing on the child's

"Authorization For Emergency Care Of Children With Severe Allergies", all in accordance with and subject to La Petite's policy for administering emergency treatment to children with severe allergies.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Parent(s)/Guardian(s) hereby releases and forever discharges La Petite and its employees or agents from any and all liability arising in law or equity as a result of La Petite's employees or agents administering epinephrine and providing other emergency care in conformance with the child's "Authorization For Emergency Care Of Children With Severe Allergies" (hereinafter referred to as the "Authorization"), provided that La Petite has used reasonable care in administering epinephrine and in providing other authorized care in accordance with the Authorization.

2. This Release shall be governed by the laws of the State of \_\_\_\_\_ which is the location of the La Petite facility in which the child is enrolled, excluding its choice of law Provisions.

3. This Release supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning all subject matters covered herein. This instrument, along with the Authorization (including any additional physicians instructions or clarifications), which is hereby incorporated by reference, constitutes the entire agreement among the parties with respect to the subject matters discussed herein.

4. The reference in this Release to the term "La Petite" shall include La Petite Academy, Inc., its affiliates, successors, directors, officers, employees and representatives. The terms Parent(s)/Guardian(s) shall include the dependents, heirs, executors, administrators, assigns and successors or each.

5. If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of the Release. This Release shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

LA PETITE ACADEMY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PARENT(S) OR GUARDIAN(S)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date: \_\_\_\_\_

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**La Petite Academy, Inc.**  
**Allergy Treatment**  
**Training Acknowledgment**

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I, \_\_\_\_\_, have been trained by

\_\_\_\_\_ to administer Epinephrine and/or to provide

(Parent(s)/Guardian(s)/Designee(s))

other emergency care to \_\_\_\_\_, a child enrolled at La Petite Academy,

(Child's Name)

Academy, in the event the child has been exposed to \_\_\_\_\_ and is at risk of anaphylactic reaction, or if the child exhibits the symptoms described in the "Authorization For Emergency Care Of Children With Severe Allergies", which is attached to and made a part of this Acknowledgment.

Signature: \_\_\_\_\_

(LPA Employee)

Date of Training: \_\_\_\_\_

Signature: \_\_\_\_\_

(Parent(s)/Guardian(s))

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**La Petite Academy, Inc.**

**Acknowledgment of  
Receipt of Policy for Administering Emergency Treatment  
to Children with Severe Allergies**

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I acknowledge that I have received a copy of La Petite Academy, Inc.'s Policy for Administering Emergency Treatment to Children with Severe Allergies.

Signature: \_\_\_\_\_

Parent(s)/Guardian(s)

Date: \_\_\_\_\_

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**ATTACHMENT B**

**RELEASE**

**SETTLEMENT AGREEMENT UNDER THE AMERICANS WITH DISABILITIES**

**ACT OF 1990 BETWEEN THE UNITED STATES OF AMERICA AND**

**LA PETITE ACADEMY, INC.**

**DJ 202-\_\_ -\_\_**

For and in consideration of receipt of a check made payable to \_\_\_\_\_ and \_\_\_\_\_, as parents and legal guardians of \_\_\_\_\_, a minor, in the amount of \$\_\_\_\_\_ .00 from La Petite Academy, Inc., pursuant to the provisions of the Settlement Agreement entered into by the United States of America and La Petite Academy, Inc., a Delaware corporation, on July \_\_\_\_, 1997, resolving, among others, Department of Justice Complaint # (DJ#) 202- \_\_ - \_\_. We, \_\_\_\_\_ and \_\_\_\_\_, as parents and legal guardians of \_\_\_\_\_, a minor, hereby release and forever discharge La Petite Academy, Inc. of and from all legal and equitable claims under the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., arising out of Complaint #DJ \_\_ - \_\_ - \_\_, on behalf of ourselves and our minor child [children], \_\_\_\_\_ [and \_\_\_\_\_]. The undersigned agree to keep this Release confidential at all times and not to

release information regarding the contents of this Release to any party whatsoever, other than to their accountant, tax consultant, taxing authority, or other governmental agency. In the event of a breach of this confidentiality provision, the non-breaching party may seek to recover an amount equal to the amount of this settlement from the breaching party.

This Release constitutes the entire agreement between La Petite Academy, Inc. and the undersigned, without exception or exclusion.

We acknowledge that a copy of the Settlement Agreement resolving this Complaint has been made available to us.

**WE HAVE READ THIS RELEASE AND WE UNDERSTAND THE CONTENTS THEREOF AND WE EXECUTE THIS RELEASE AS OUR OWN FREE ACT AND DEED.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
\_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_ day of \_\_\_\_\_ 1997.

\_\_\_\_\_

Notary Public

My commission expires:

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**ATTACHMENT C**

## **La Petite Academy, Inc.**

### **POLICY FOR TESTING BLOOD GLUCOSE LEVELS**

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Children with insulin-dependent diabetes generally require monitoring of their blood glucose levels. Accordingly, where an enrolling/enrolled child has insulin-dependent diabetes, the following is required:

#### **PARENT(S)/GUARDIAN(S) MUST COMPLETE AND/OR PROVIDE THE FOLLOWING:**

1. A signed copy of La Petite's "Authorization for Care of Children with Insulin-Dependent Diabetes" (Authorization Form). This form must be filled out completely by the child's physician and parent(s)/guardian(s), and must be updated every six months, or more frequently, as needed. The Authorization Form is designed to provide La Petite with the information necessary to ensure its effective care of children with insulin-dependent diabetes. In addition, the parent(s)/guardian(s) shall provide a copy of any other physician's orders and procedural guidelines relating to La Petite's care of the child's diabetes.

2. A signed copy of La Petite's "Release and Waiver of Liability for Testing of Children With Insulin Dependent Diabetes (Waiver). The Waiver releases La Petite and its employees from liability for administering the blood glucose test and taking any other necessary actions set forth in the Authorization Form, provided that La Petite exercises reasonable care in taking such actions.

\*Note: The Regional Director is responsible for: (1) collecting these documents after they have been properly executed, and (2) placing a copy of each form in the child's La Petite Academy file and sending the originals to Home Office.

3. All supplemental foods and equipment necessary for the testing including a log book in which to record the test results and a sharps container. The parent(s)/guardian(s) is responsible for the maintenance of materials and equipment, including ensuring that the blood glucose meter is in good working order.

La Petite is not responsible for any damage or loss of equipment provided reasonable care is exercised in storing and using these items.

#### **PARENT(S)/GUARDIAN(S) MUST SELECT ONE OR MORE OF THE FOLLOWING FOUR OPTIONS FOR BLOOD GLUCOSE TESTING:**

1. The child may test him/herself, if old enough and authorized by the parent(s)/guardians(s) on the Authorization for Care of Children with Insulin-Dependent Diabetes (the Authorization Form");

2. The parent(s)/guardian(s) may come to the Academy to perform the test;



3. The parent(s)/guardian(s) may arrange for a third party to come to the Academy and perform the test; or

4. La Petite Staff will perform the blood glucose test and take those steps needed to regulate the child's blood glucose as authorized by the parent(s)/guardian(s) on the Authorization Form.

If any option other than No. 4 is selected, the La Petite Staff will provide assistance to the child, the parents/guardian(s) or the third party e.g. in recording the test results and/or the disposal of sharps.

### **PROCEDURES FOR BLOOD GLUCOSE TESTING:**

If the parent(s)/guardian(s) elects to have La Petite Staff perform the Blood Glucose Testing, the following steps must be implemented.

1. Prior to the child's first day of attendance, the parent(s)/guardian(s)/designee(s) is responsible for training selected members of the Staff including, but not limited to, the Director, Assistant Director and Child's Teacher(s), to administer the Blood Glucose Test and, in the event that the child's blood sugar level is too high or too low, to take the appropriate steps, as set forth in the Authorization Form. In addition, all members of the Staff will be trained to recognize symptoms of high or low blood sugar and to take the appropriate steps for treating the child, as set forth in the Authorization Form.

2. At least four (4) members of the La Petite Staff including, but not limited to, the Director, Assistant Director, and Child's Teacher(s), shall attend the training provided by the parent(s)/guardian(s)/designee(s). Upon completion of the training, the Staff shall complete and sign the Blood Glucose Testing Training Acknowledgment.

3. Training shall be repeated every six months, or when fifty percent (50%) of the La Petite Staff has turned over, whichever occurs first. If the individual serving as the Director, the Assistant Director, and/or the child's teacher(s) is replaced, his or her replacement shall immediately be trained by the parent(s)/guardian(s)/designee(s).

4. At least one (1) Staff member trained to perform the Blood Glucose Test shall be present at all times the child is present at the Academy and shall accompany the child on all field trips.

5. Testing equipment and used sharps shall be stored in a secure area accessible only by trained Staff. During Academy field trips a trained member of the Staff shall be designated to carry any required testing equipment and food.

6. Warning signs alerting Staff of the child's diabetes and dietary restrictions shall be posted in the kitchen, the child's classroom, and on the monthly menu.

### **STEPS FOR PERFORMING BLOOD GLUCOSE TESTING AND PROVIDING APPROPRIATE FOLLOW-UP CARE:**

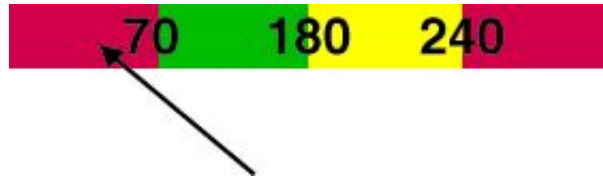
Unless otherwise indicated on the Authorization Form, blood glucose testing is performed each day before lunch and, in addition, at any other time the child exhibits signs or symptoms of hyperglycemia or

hypoglycemia Signs and symptoms of hyperglycemia and hypoglycemia are listed on the attached chart. In addition, each Academy will be provided with a chart containing this information to be posted for Staff awareness.

1. The designated Staff member(s) will collect all necessary equipment/supplies for testing.
2. The child is instructed to wash his/her hands with soap and water.
3. The Staff member will wash his/her hands with soap and water and apply gloves prior to doing the testing, in accordance with OSHA requirements.
4. The child's finger will be shallowly pricked with the supplied sharps device, using caution to prick the sides of the finger. Staff will use a different finger each day for the testing unless otherwise indicated on the Authorization Form.
5. A drop of blood will be placed on the strip and/or otherwise placed onto the meter for reading.
6. When the blood glucose test is completed, the child's finger will be covered with an adhesive bandage, and the meter and sharps device returned to the designated container. When the parent(s)/guardian(s) is notified that the sharps container is full, the parent(s)/guardian(s) will remove the container and dispose of any used sharps in the appropriate manner. **Under no circumstance are sharps to be disposed of at the Academy.**
7. The blood glucose level (number) will be entered on a log provided by the parent(s)/guardian(s) and the appropriate actions will be taken as set out in the Authorization form. **If the blood glucose level (number) falls outside the target range specified in the Authorization Form, the appropriate actions will be taken and then the parent(s)/guardian(s) will be called and advised of the blood glucose number and actions taken.** [Note: Parent(s)/guardian(s) are responsible for providing a contact number where they can be reached when necessary.] In the interim, if the child becomes lethargic, dizzy, or feels faint, call the area's emergency personnel number (e.g. "9 11") and the child's doctor's office. In the event of any conflict between this policy document and the instructions set forth in the Authorization Form, the instructions in the Authorization Form must be followed.

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## (LOW BLOOD SUGAR)



### Signs and Symptoms:

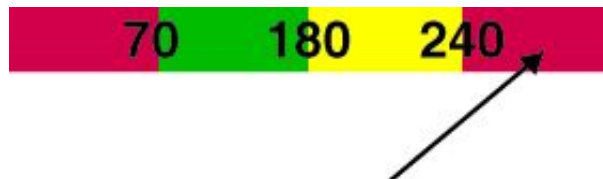
- shaking
- nervous/anxious
- increased sweating
- blurred vision
- increased hunger
- fatigue/weakness
- confusion / loss of consciousness

**Causes:** skipping meals, too much insulin, too much exercise

**Treatment:** Have child eat or drink something that is high in sugar content, i.e., apple juice, orange juice, carbonated beverage, milk.

## HYPERGLYCEMIA

### (HIGH BLOOD SUGAR)



### Signs and Symptoms:

- increased thirst
- increased hunger
- increased urination
- blurred vision
- "fruity" smell to breath
- vomiting
- loss of consciousness

**Causes:** skipping insulin, too much food

**Treatment:** Because the child may need an insulin injection, contact the parents or the child's physician immediately.

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**LA PETITE ACADEMY, INC.**

**AUTHORIZATION FOR CARE OF CHILDREN WITH  
INSULIN-DEPENDENT DIABETES**

**Dear Doctor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Your patient, \_\_\_\_\_, is enrolled/enrolling in our Academy and we have been requested to provide blood glucose monitoring and appropriate follow-up care. Please complete Part I of this instruction record. This record will remain in the child's file at La Petite Academy so we may assist with the blood glucose monitoring and other needs of our enrollee and your patient. If you need to provide further instructions or clarifications, please do so on a separate sheet of paper, which will become a part of this record and will be kept with this form in the child's file at La Petite.

---

**PART I (to be completed by physician)**

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Child's Name: \_\_\_\_\_ Child's Birth Date: \_\_\_\_\_

Target range of blood glucose: [ ] 70-180 [ ] 80-240 [ ] other \_\_\_\_\_ - \_\_\_\_\_

Name of blood glucose meter child is using: \_\_\_\_\_

\_\_\_\_\_

### **Procedures**

Blood glucose testing is performed before lunch and, in addition, at any time the child exhibits signs and symptoms of hyperglycemia or hypoglycemia, as described on the attached form. Parent(s)/guardian(s) must supply blood glucose monitoring materials (meter and strips or chem strips, lancet, adhesive bandages, etc.). Other materials shall include (give detail) \_\_\_\_\_.

Parent(s)/guardian(s) are responsible for providing an appropriate container for the disposal of any "sharps" items. When the parent(s)/guardian(s) is notified that the sharps container is full, the parent(s)/guardian(s) will remove the container and dispose of any used sharps in the appropriate manner.

### **ACTIONS FOR LOW BLOOD SUGAR (BELOW \_\_\_\_\_ ):**

1. Provide the child with one of the following fast-acting carbohydrates in the following quantities (please delete those items which are not recommended): \_\_\_ oz. apple or orange juice; \_\_\_ milk, \_\_\_ carbonated beverage with sugar; \_\_\_ hard candies, other \_\_\_\_\_.

2. If lunch or snack is greater than one hour away, ALSO give the child one of the following in these quantities: # \_\_\_ graham cracker squares; # \_\_\_ saltines; # \_\_\_ pieces of bread or toast; or other: \_\_\_\_\_.

3. Repeat blood glucose test in \_\_\_\_\_ minutes.

4. Repeat snack of fast-acting carbohydrates if symptoms persist or resume within 15 minutes.

5. If the child experiences the following symptoms, and they are not eliminated by the actions specified above, contact the parent(s)/guardian(s) immediately and ask him or her to come to the Academy to take the child to his/her physician:

(Please indicate the symptoms that require parental notification.)

\_\_\_ Dizziness

\_\_\_ Weakness

\_\_\_ Impaired Vision

\_\_\_\_Other: (explain) \_\_\_\_\_

6. If the steps outlined above do not eliminate the child's symptoms and the child experiences more serious symptoms (such as loss of consciousness or seizure), La Petite Staff will call the area's emergency personnel number (e.g. "911").

7. Other (explain):

\_\_\_\_\_

### **ACTIONS FOR HIGH BLOOD SUGAR (ABOVE \_\_\_\_\_):**

1. Contact parent(s)/guardian(s) immediately and child's physician if blood glucose is more than \_\_\_\_\_ .

2. Other

(explain): \_\_\_\_\_

### **Recreational Activities**

1. The child may participate in recreational activities. [ ] Yes [ ] No

2. Activity restrictions: [ ]None [ ] Some Restrictions

(explain):

\_\_\_\_\_

\_\_\_\_\_

### **Diet Restrictions**

1. Parent(s)/guardian(s) are responsible for reviewing La Petite's menu plan each week and supplying any food substitutions required for their child. La Petite is responsible for notifying parent(s)/guardian(s) if a birthday or holiday party or any other special event involving food is planned for that week so that parent(s)/guardian(s) may have the option of providing a snack that meets the child's dietary restrictions.

2. Parent(s)/guardian(s) are responsible for supplying the carbohydrate snacks which need to be given in the event of low blood sugar levels.

### **Child's Physician**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Emergency Contact No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**PART II (to be completed by Parent(s)/Guardian(s))**

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**Parent(s)/Guardian(s)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Emergency Contact No.: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Emergency Contact No.: \_\_\_\_\_

Indicate the person(s) who is/are authorized to conduct blood glucose testing. (Check all that apply.)

La Petite Academy Personnel

Parent(s) or Guardian(s)

Child

Other

Names: (1) \_\_\_\_\_

(2) \_\_\_\_\_

**By signing this form, I/We authorize La Petite Academy to follow the above instructions in the Authorization form. I/We agree to update this form every six (6) months, or sooner if my/our child's needs change.**

Signature: \_\_\_\_\_

(Parent(s)/Guardian(s))

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

(Parent(s)/Guardian(s))

Date: \_\_\_\_\_

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**La Petite Academy, Inc.**

**RELEASE AND WAIVER OF LIABILITY FOR  
TESTING OF CHILDREN WITH INSULIN-DEPENDENT DIABETES**



THIS IS A RELEASE AND WAIVER OF LIABILITY FOR TESTING OF CHILDREN WITH INSULIN-DEPENDENT DIABETES (hereinafter, referred to as the "Release")

made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between La Petite Academy, Inc. ("La Petite") and \_\_\_\_\_

(Parent(s)/Guardian(s))

residing at \_\_\_\_\_, who are the

(Address)

Parent(s)/Guardian(s) of \_\_\_\_\_;

(Child's Name)

WHEREAS, La Petite provides child care services at numerous facilities across the country and the Parent(s)/Guardian(s) has engaged La Petite to provide child care for

\_\_\_\_\_  
(Child's Name)

WHEREAS, La Petite has been requested by the Parent(s)/Guardian(s) to provide blood glucose testing to their child at certain times while their child is enrolled in the Academy and take certain actions as prescribed in writing on the child's Authorization for Care of Children with Insulin-Dependent Diabetes," all in accordance with and subject to La Petite's Policy for Testing Blood Glucose Levels.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Parent(s)/Guardian(s) hereby releases and forever discharges La Petite and its employees or agents from any and all liability arising in law or equity as a result of La Petite's employees or agents performing with "reasonable care" blood glucose testing and/or taking actions in conformance with the child's "Authorization for Care of Children with Insulin-Dependent Diabetes" (hereinafter referred to as "Authorization"), Parent(s)/Guardian(s) also hereby releases and forever discharges La Petite from any loss or damage incurred in the exercise of reasonable care to any material and/or equipment supplied by the Parent(s)/Guardian(s) in

connection with the blood glucose testing.

2. This Release shall be governed by the laws of the State of \_\_\_\_\_, which is the location of the La Petite facility in which the child is enrolled, excluding its choice of law Provisions.

3. This Release supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning all subject matters covered herein. This instrument, along with the Authorization (including any additional physician's instructions or clarifications), which is hereby incorporated by reference, constitutes the entire agreement among the parties with respect to the subject matters discussed herein.

4. The reference in this Release to the term La Petite shall include its affiliates, successors, Directors, officers, employees and representatives. The terms Parent(s)/Guardian(s) shall include the dependents, heirs, executors, administrators, assigns and successors or each.

5. If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of the Release. This Release shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

LA PETITE ACADEMY, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PARENT(S) OR GUARDIAN(S)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date: \_\_\_\_\_

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**La Petite Academy, Inc.**

**Blood Glucose Testing**

**Training Acknowledgment**

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I, \_\_\_\_\_, have been trained  
by

\_\_\_\_\_ to test the blood sugar  
level

(Parent(s)/Guardian(s)/(Designee(s)))

and/or administer other care to \_\_\_\_\_

(Child's Name)

an insulin-dependent diabetic child enrolled at La Petite Academy.

Signature: \_\_\_\_\_

(LPA Employee)

Date of Training: \_\_\_\_\_

Signature: \_\_\_\_\_

(parent(s)Guardian(s)Designee(s))

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**La Petite Academy, Inc.**

**Acknowledgment of**

**Receipt of Policy for Testing Blood Glucose Levels**

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I acknowledge that I have received a copy of La Petite Academy, Inc.'s Policy for Testing Blood Glucose Levels.

Signature: \_\_\_\_\_

Parent(s)/Guardian(s)

Date: \_\_\_\_\_

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May 8, 1998