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Occupational Safety & Health Administration

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Regulations (Standards - 29 CFR)

Bloodborne pathogens. - 1910.1030

[Regulations \(Standards - 29 CFR\) - Table of Contents](#)

• Part Number:	1910
• Part Title:	Occupational Safety and Health Standards
• Subpart:	Z
• Subpart Title:	Toxic and Hazardous Substances
• Standard Number:	<u>1910.1030</u>
• Title:	Bloodborne pathogens.
• Appendix:	<u>A</u>

1910.1030(a)

Scope and Application. This section applies to all occupational exposure to blood or other potentially infectious materials as defined by paragraph (b) of this section.

1910.1030(b)

Definitions. For purposes of this section, the following shall apply:

Assistant Secretary means the Assistant Secretary of Labor for Occupational Safety and Health, or designated representative.

Blood means human blood, human blood components, and products made from human blood.

Bloodborne Pathogens means pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

Clinical Laboratory means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious materials.

Contaminated means the presence or the reasonably anticipated presence of blood or other potentially infectious materials on an item or surface.

Contaminated Laundry means laundry which has been soiled with blood or other potentially infectious materials or may contain sharps.

Contaminated Sharps means any contaminated object that can penetrate the skin including, but not limited to, needles, scalpels, broken glass, broken capillary tubes, and exposed ends of dental wires.

Decontamination means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for



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Regulations (Standards - 29 CFR)

Coverage. - 1975.4

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- **Part Number:** 1975
- **Part Title:** Coverage of Employees under the Williamns-Steiger OSHA 1970
- **Standard Number:** 1975.4
- **Title:** Coverage.

1975.4(a)

General. Any employer employing one or more employees would be an "employer engaged in a business affecting commerce who has employees" and, therefore, he is covered by the Act as such.

1975.4(b)

Clarification as to certain employers -

1975.4(b)(1)

The professions, such as physicians, attorneys, etc. Where a member of a profession, such as an attorney or physician, employs one or more employees such member comes within the definition of an employer as defined in the Act and interpreted thereunder and, therefore such member is covered as an employer under the Act and required to comply with its provisions and with the regulations issued thereunder to the extent applicable.

1975.4(b)(2)

Agricultural employers. Any person engaged in an agricultural activity employing one or more employees comes within the definition of an employer under the Act, and therefore, is covered by its provisions. However, members of the immediate family of the farm employer are not regarded as employees for the purposes of this definition.

..1975.4(b)(3)

1975.4(b)(3)

Indians. the Williams-Steiger Act contains no special provisions with respect to different treatment in the case of Indians. It is well settled that under statutes of general application, such as the Williams-Steiger Act, Indians are treated as any other person, unless Congress expressly provided for special treatment. "FPC v Tuscarora Indian Nation," 362 U.S. 99, 115-118 (1960); "Navajo tribe v N.L.R.B.," 288 F.2d 162, 164-165 (D.C. Cir. 1961) cert.

Angela



OSHA FACT Sheet

Bloodborne Pathogens

What are bloodborne pathogens?

Bloodborne pathogens are infectious materials in blood that can cause disease in humans, including hepatitis B and C and human immunodeficiency virus, or HIV. Workers exposed to these pathogens risk serious illness or death.

What protections does OSHA's Bloodborne Pathogen standard provide?

The full text of OSHA's Bloodborne Pathogens standard, published in *Title 29 of the Code of Federal Regulations* 1910.1030, details what employers must do to protect workers whose jobs put them at a reasonable risk of coming into contact with blood and other potentially infectious materials. The standard requires employers to do the following:

- Establish an exposure control plan. This is a written plan to eliminate or minimize employee exposures. Employers must update the plan annually to reflect technological changes that will help eliminate or reduce exposure to bloodborne pathogens. In the plan, employers must document annually that they have considered and implemented safer medical devices, if feasible, and that they have solicited input from frontline workers in identifying, evaluating, and selecting engineering controls.
- Use engineering controls. These are devices that isolate or remove the bloodborne pathogen hazard from the workplace. They include sharps disposal containers, self-sheathing needles, and safer medical devices such as sharps with engineered sharps-injury protection and needleless systems.
- Enforce work practice controls. These are practices that reduce the likelihood of exposure by changing the way a task is performed. They include appropriate procedures for hand washing, sharps disposing, lab specimen packaging, laundry handling, and contaminated material cleaning.
- Provide personal protective equipment such as gloves, gowns, and masks. Employers must

clean, repair, and replace this equipment as needed.

- Make available Hepatitis B vaccinations to all employees with occupational exposure to bloodborne pathogens within 10 days of assignment.
- Provide post-exposure followup to any worker who experiences an exposure incident, at no cost to the worker. This includes conducting laboratory tests; providing confidential medical evaluation, identifying, and testing the source individual, if feasible; testing the exposed employee's blood, if the worker consents; performing post-exposure prophylaxis; offering counseling; and evaluating reported illnesses. All diagnoses must remain confidential.
- Use labels and signs to communicate hazards. The standard requires warning labels affixed to containers of regulated waste, refrigerators and freezers, and other containers used to store or transplant blood or other potentially infectious materials. Facilities may use red bags or containers instead of labels. Employers also must post signs to identify restricted areas.
- Provide information and training to employees. Employers must ensure that their workers receive regular training that covers the dangers of bloodborne pathogens, preventive practices, and post-exposure procedures. Employers must offer this training on initial assignment, then at least annually. In addition, laboratory and production facility workers must receive specialized initial training.
- Maintain employee medical and training records. The employer also must maintain a Sharps Injury Log unless classified as an exempt industry under OSHA's standard on Recording and Reporting Occupational Injuries and Illnesses.

How can I get more information?

OSHA's website provides more indepth information about bloodborne pathogens on the Bloodborne Pathogens webpage at www.osha.gov/SLTC/bloodbornepathogens and

Protect Yourself When Handling Sharps

U.S. Department of Labor
Occupational Safety and Health Administration



A needlestick or a cut from a contaminated scalpel can lead to infection from hepatitis B virus (HBV) or human immunodeficiency virus (HIV) which causes AIDS. Although few cases of AIDS have been documented from occupational exposure, approximately 8,700 health care workers each year contract hepatitis B. About 200 will die as a result. The new OSHA standard covering bloodborne pathogens specifies measures to reduce these risks of infection.

PROMPT DISPOSAL

The best way to prevent cuts and sticks is to minimize contact with sharps. That means disposing of them immediately after use. Puncture-resistant containers must be available nearby to hold contaminated sharps--either for disposal or, for reusable sharps, later decontamination for re-use. When reprocessing contaminated reusable sharps, employees must not reach by hand into the holding container. Contaminated sharps must never be sheared or broken.

Recapping, bending, or removing needles is permissible only if there is no feasible alternative or if required for a specific medical procedure such as blood gas analysis. If recapping, bending, or removal is necessary, workers must use either a mechanical device or a one-handed technique. If recapping is essential--for example, between multiple injections for the same patient--employees must avoid using both hands to recap. Employees might recap with a one-handed "scoop" technique, using the needle itself to pick up the cap, pushing cap and sharp together against a hard surface to ensure a tight fit. Or they might hold the cap with tongs or forceps to place it on the needle.

SHARPS CONTAINERS

Containers for used sharps must be puncture resistant. The sides and the bottom must be leakproof. They must be labeled or color coded red to ensure that everyone knows the contents are hazardous. Containers for disposable sharps must have a lid, and they must be maintained upright to keep liquids and the sharps inside.

Employees must never reach by hand into containers of contaminated sharps. Containers for reusable sharps could be equipped with wire basket line for easy removal during reprocessing, or employees could use tongs or forceps to withdraw the contents. Reusable sharps disposal containers may not be opened, emptied, or cleaned manually.

Containers need to be located as near to as feasible the area of use. In some cases, they may be placed on carts to prevent access to mentally disturbed or pediatric patients. Containers also should be available wherever sharps may be found, such as in laundries. The containers must be replaced routinely and not be overfilled, which can increase the risk of needlesticks or cuts.

HANDLING CONTAINERS

When employees are ready to discard containers they should first close the lids. If there is a chance of leakage from the primary container, the employees should use a secondary container that is closable, labeled, or color coded and leak resistant.

Careful handling of sharps can prevent injury and reduce the risk of infection. By following these work practices, employees can decrease their chances of contracting bloodborne illness.



Hepatitis B Vaccination-- Protection For You

U.S. Department of Labor
Occupational Safety and Health Administration



WHAT IS HBV?

Hepatitis B virus (HBV) is a potentially life-threatening bloodborne pathogen. Centers for Disease Control estimates there are approximately 280,000 HBV infections each year in the U.S.

Approximately 8,700 health care workers each year contract hepatitis B, and about 200 will die as a result. In addition, some who contract HBV will become carriers, passing the disease on to others. Carriers also face a significantly higher risk for other liver ailments which can be fatal, including cirrhosis of the liver and primary liver cancer.

HBV infection is transmitted through exposure to blood and other infectious body fluids and tissues. Anyone with occupational exposure to blood is at risk of contracting the infection.

Employers must provide engineering controls; workers must use work practices and protective clothing and equipment to prevent exposure to potentially infectious materials. However, the best defense against hepatitis B is vaccination.

WHO NEEDS VACCINATION?

The new OSHA standard covering bloodborne pathogens requires employers to offer the three-injection vaccination series free to all employees who are exposed to blood or other potentially infectious materials as part of their job duties. This includes health care workers, emergency responders, morticians, first-aid personnel, law enforcement officers, correctional facilities staff, launderers, as well as others.

The vaccination must be offered within 10 days of initial assignment to a job where exposure to blood or other potentially infectious materials can be "reasonably anticipated." The requirements for vaccinations of those already on the job take effect July 6, 1992.

WHAT DOES VACCINATION INVOLVE?

The hepatitis B vaccination is a noninfectious, yeast-based vaccine given in three injections in the arm. It is prepared from recombinant yeast cultures, rather than human blood or plasma. Thus, there is no risk of contamination from other bloodborne pathogens nor is there any chance of developing HBV from the vaccine.

The second injection should be given one month after the first, and the third injection six months after the initial dose. More than 90 percent of those vaccinated will develop immunity to the hepatitis B virus. To ensure immunity, it is important for individuals to receive all three injections. At this point it is unclear how long the immunity lasts, so booster shots may be required at some point in the future.

The vaccine causes no harm to those who are already immune or to those who may be HBV carriers. Although employees may opt to have their blood tested for antibodies to determine need for the vaccine, employers may not make such screening a condition of receiving vaccination nor are employers required to provide prescreening.

Each employee should receive counseling from a health care professional when vaccination is offered. This discussion will help an employee determine whether inoculation is necessary.

WHAT IF I DECLINE VACCINATION?

Workers who decide to decline vaccination must complete a declination form. Employers must keep these forms on file so that they know the vaccination status of everyone who is exposed to blood. At any time after a worker initially declines to receive the vaccine, he or she may opt to take it.

WHAT IF I AM EXPOSED BUT HAVE NOT YET BEEN VACCINATED?

If a worker experiences an exposure incident, such as a needlestick or a blood splash in the eye, he or she must receive confidential medical evaluation from a licensed health care professional with appropriate follow-up. To the extent possible by law, the employer is to determine the source individual for HBV as well as human immunodeficiency virus (HIV) infectivity. The worker's blood will also be screened if he or she agrees.

The health care professional is to follow the guidelines of the U.S. Public Health Service in providing treatment. This would include hepatitis B vaccination. The health care professional must give a written opinion on whether or not vaccination is recommended and whether the employee received it. Only this information is reported to the employer. Employee medical records must remain confidential. HIV or HBV status must NOT be reported to the employer.



Keeping work areas in a clean and sanitary condition reduces employees' risk of exposure to bloodborne pathogens. Each year about 8,700 health care workers are infected with hepatitis B virus, and 200 die from contracting hepatitis B through their work. The chance of contracting human immunodeficiency virus (HIV), the bloodborne pathogen which causes AIDS, from occupational exposure is small, yet a good housekeeping program can minimize this risk as well.

DECONTAMINATION

Every employer whose employees are exposed to blood or other potentially infectious materials must develop a written schedule for cleaning each area where exposures occur. The methods of decontaminating different surfaces must be specified, determined by the type of surface to be cleaned, the soil present and the tasks or procedures that occur in that area.

For example, different cleaning and decontamination measures would be used for a surgical operatory and a patient room. Similarly, hard surfaced flooring and carpeting require separate cleaning methods. More extensive efforts will be necessary for gross contamination than for minor spattering. Likewise, such varied tasks as laboratory analyses and normal patient care would require different techniques for clean-up.

Employees must decontaminate working surfaces and equipment with an appropriate disinfectant after completing procedures involving exposure to blood. Many laboratory procedures are performed on a continual basis throughout a shift. Except as discussed below, it is not necessary to clean and decontaminate between procedures. However, if the employee leaves the area for a period of time, for a break or lunch, then contaminated work surfaces must be cleaned.

Employees also must clean (1) when surfaces become obviously contaminated; (2) after any spill of blood or other potentially infectious materials; and (3) at the end of the work shift if contamination might have occurred. Thus, employees need not decontaminate the work area after each patient care procedure, but only after those that actually result in contamination.

If surfaces or equipment are draped with protective coverings such as plastic wrap or aluminum foil, these coverings should be removed or replaced if they become obviously contaminated. Reusable receptacles such as bins, pails and cans that are likely to become contaminated must be inspected and decontaminated on a regular basis. If contamination is visible, workers must clean and decontaminate the item immediately, or as soon as feasible.

Should glassware that may be potentially contaminated break, workers need to use mechanical means such as a brush and dustpan or tongs or forceps to pick up the broken glass—never by hand, even when wearing gloves.

Before any equipment is serviced or shipped for repairing or cleaning, it must be decontaminated to the extent possible. The equipment must be labeled, indicating which portions are still contaminated. This enables employees and those who service the equipment to take appropriate precautions to prevent exposure.

REGULATED WASTE

In addition to effective decontamination of work areas, proper handling of regulated waste is essential to prevent unnecessary exposure to blood and other potentially infectious materials. Regulated waste must be handled with great care—i.e., liquid or semi liquid blood and other potentially infectious materials, items caked with these materials, items that would release blood or other potentially infected materials if compressed, pathological or microbiological wastes containing them and contaminate sharps.

Containers used to store regulated waste must be closable and suitable to contain the contents and prevent leakage of fluids. Containers designed for sharps also must be puncture resistant. They must be labeled or color coded to ensure that employees are aware of the potential hazards. Such containers must be closed before removal to prevent the contents from spilling. If the outside of a container becomes contaminated, it must be placed within a second suitable container.

Regulated waste must be disposed of in accordance with applicable state and local laws.

LAUNDRY

Laundry workers must wear gloves and handle contaminated laundry as little as possible, with a minimum of agitation. Contaminated laundry should be bagged or placed in containers at the location where it is used, but not sorted or rinsed there.

Laundry must be transported within the establishment or to outside laundries in labeled or red color-coded bags. If the facility uses Universal Precautions for handling all soiled laundry, then alternate labeling or color coding that can be recognized by the employees may be used. If laundry is wet and it might soak through laundry bags, then workers must use bags that prevent leakage to transport it.

RESEARCH FACILITIES

More stringent decontamination requirements apply to research laboratories and production facilities that work with concentrated strains of HIV and HBV.

Bloodborne facts

Personal Protective Equipment Cuts Risk

U.S. Department of Labor
Occupational Safety and Health Administration



Wearing gloves, gowns, masks, and eye protection can significantly reduce health risks for workers exposed to blood and other potentially infectious materials. The new OSHA standard covering bloodborne disease requires employers to provide appropriate personal protective equipment (PPE) and clothing free of charge to employees.

Workers who have direct exposure to blood and other potentially infectious materials on their jobs run the risk of contracting bloodborne infections from hepatitis B virus (HBV), human immunodeficiency virus (HIV) which causes AIDS, and other pathogens. About 8,700 health care workers each year are infected with HBV, and 200 die from the infection. Although the risk of contracting AIDS through occupational exposure is much lower, wearing proper personal protective equipment can greatly reduce potential exposure to all bloodborne infections.

SELECTING PPE

Personal protective clothing and equipment must be suitable. This means the level of protection must fit the expected exposure. For example, gloves would be sufficient for a laboratory technician who is drawing blood, whereas a pathologist conducting an autopsy would need considerably more protective clothing.

PPE may include gloves, gowns, laboratory coats, face shields or masks, eye protection, pocket masks, and other protective gear. The gear must be readily accessible to employees and available in appropriate sizes.

If an employee is expected to have hand contact with blood or other potentially infectious materials or contaminated surfaces, he or she must wear gloves. Single use gloves cannot be washed or decontaminated for reuse. Utility gloves may be decontaminated if they are not compromised. They should be replaced when they show signs of cracking, peeling, tearing, puncturing, or deteriorating. If employees are allergic to standard gloves, the employer must provide hypoallergenic gloves or similar alternatives.

Routine gloving is not required for phlebotomy in voluntary blood donation centers, though it is necessary for all other phlebotomies. In any case, gloves must be available in voluntary blood donation centers for employees who want to use them. Workers in voluntary blood donation centers must use gloves (1) when they have cuts, scratches or other breaks in their skin, (2) while they are in training; and (3) when they believe contamination might occur.

Employees should wear eye and mouth protection such as goggles and masks, glasses with solid side shields, and masks or chin-length face shields when splashes, sprays, splatters, or droplets of potentially infectious materials pose a hazard through the eyes, nose or mouth. More extensive coverings such as gowns, aprons, surgical caps and hoods, and shoe covers or boots are needed when gross contamination is expected. This often occurs, for example, during orthopedic surgery or autopsies.

Employers must provide the PPE and ensure that their workers wear it. This means that if a lab coat is considered PPE, it must be supplied by the employer rather than the employee. The employer also must clean or launder clothing and equipment and repair or replace it as necessary.

Additional protective measures such as using PPE in animal rooms and decontaminating PPE before laundering are essential in facilities that conduct research on HIV or HBV.

EXCEPTION

There is one exception to the requirement for protective gear. An employee may choose, temporarily and briefly, under rare and extraordinary circumstances, to forego the equipment. It must be the employee's professional judgment that using the protective equipment would prevent the delivery of health care or public safety services or would pose an increased hazard to the safety of the worker or co-worker. When one of these excepted situations occurs, employers are to investigate and document the circumstances to determine if there are ways to avoid it in the future. For example, if a firefighter's resuscitation device is damaged, perhaps another type of device should be used or the device should be carried in a different manner. Exceptions must be limited—this is not a blanket exemption.

DECONTAMINATING AND DISPOSING OF PPE

Employees must remove personal protective clothing and equipment before leaving the work area or when the PPE becomes contaminated. If a garment is penetrated, workers must remove it immediately or as soon as feasible. Used protective clothing and equipment must be placed in designated containers for storage, decontamination, or disposal.

OTHER PROTECTIVE PRACTICES

If an employee's skin or mucous membranes come into contact with blood, he or she is to wash with soap and water and flush eyes with water as soon as feasible. In addition, workers must wash their hands immediately or as soon as feasible after removing protective equipment. If soap and water are not immediately available, employers may provide other handwashing measures such as moist towelettes. Employees still must wash with soap and water as soon as possible.

Employees must refrain from eating, drinking, smoking, applying cosmetics or lip balm, and handling contact lenses in areas where they may be exposed to blood or other potentially infectious materials.

Bloodborne *facts*

Reporting Exposure Incidents

U.S. Department of Labor
Occupational Safety and Health Administration



OSHA's new bloodborne pathogens standard includes provisions for medical follow-up for workers who have an exposure incident. The most obvious exposure incident is a needlestick. But any specific eye, mouth, other mucous membrane, non-intact skin, or parenteral contact with blood or other potentially infectious materials is considered an exposure incident and should be reported to the employer.

Exposure incidents can lead to infection from hepatitis B virus (HBV) or human immunodeficiency virus (HIV) which causes AIDS. Although few cases of AIDS are directly traceable to workplace exposure, every year about 8,700 health care workers contract hepatitis B from occupational exposures. Approximately 200 will die from this bloodborne infection. Some will become carriers, passing the infection on to others.

WHY REPORT?

Reporting an exposure incident right away permits immediate medical follow-up. Early action is crucial. Immediate intervention can forestall the development of hepatitis B or enable the affected worker to track potential HIV infection. Prompt reporting also can help the worker avoid spreading bloodborne infection to others. Further, it enables the employer to evaluate the circumstances surrounding the exposure incident to try to find ways to prevent such a situation from occurring again.

Reporting is also important because part of the follow-up includes testing the blood of the source individual to determine HBV and HIV infectivity if this is unknown and if permission for testing can be obtained. The exposed employee must be informed of the results of these tests.

Employers must tell the employee what to do if an exposure incident occurs.

MEDICAL EVALUATION AND FOLLOW-UP

Employers must provide free medical evaluation and treatment to employees who experience an exposure incident. They are to refer exposed employees to a licensed health care provider who will counsel the individual about what happened and how to prevent further spread of any potential infection. He or she will prescribe appropriate treatment in line with current U.S. Public Health Service recommendations. The licensed health care provider also will evaluate any reported illness to determine if the symptoms may be related to HIV or HBV development.

The first step is to test the blood of the exposed employee. Any employee who wants to participate in the medical evaluation program must agree to have blood drawn. However, the employee has the option to give the blood sample but refuse permission for HIV testing at that time. The employer must maintain the employee's blood sample for 90 days in case the employee changes his or her mind about testing—should symptoms develop that might relate to HIV or HBV infection.

The health care provider will counsel the employee based on the test results. If the source individual was HBV positive or in a high risk category, the exposed employee may be given hepatitis B immune globulin and vaccination, as necessary. If there is no information on the source individual or the test is negative, and the employee has not been vaccinated or does not have immunity based on his or her test, he or she may receive the vaccine. Further, the health care provider will discuss any other findings from the tests.

The standard requires that the employer make the hepatitis B vaccine available, at no cost to the employee, to all employees who have occupational exposure to blood and other potentially infectious materials. This requirement is in addition to post exposure testing and treatment responsibilities.

WRITTEN OPINION

In addition to counseling the employee, the health care provider will provide a written report to the employer. This report simply identifies whether hepatitis B vaccination was recommended for the exposed employee and whether or not the employee received vaccination. The health care provider also must note that the employee has been informed of the results of the evaluation and told of any medical conditions resulting from exposure to blood which require further evaluation or treatment. Any added findings must be kept confidential.

CONFIDENTIALITY

Medical records must remain confidential. They are not available to the employer. The employee must give specific written consent for anyone to see the records. Records must be maintained for the duration of employment plus 30 years in accordance with OSHA's standard on access to employee exposure and medical records.

**Model Plans and Programs for the OSHA
Bloodborne Pathogens and
Hazard Communications Standards**

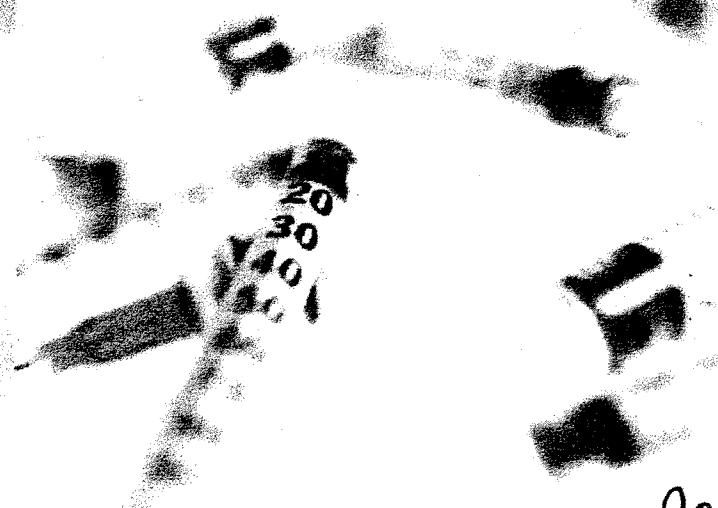
OSHA 3186-06R 2003

27 page Booklet

How to Prevent

Needlestick Injuries:

Answers to Some
Important Questions



9 Page
Booklet

Chapter HFS 45 With Commentary

FAMILY DAY CARE CENTERS FOR CHILDREN

The Family Day Care Manual – HFS 45 with Commentary has been prepared by staff of the Bureau of Regulation and Licensing. Its purpose is to assist users of HFS 45 in understanding the intent and application of the rule and to promote consistency in applying the rule. An attempt has been made to offer commentary for those rules where experience indicates clarification would be helpful. However, a commentary cannot be written to cover every situation encountered.

The Rule portion of this manual was prepared using the Wisconsin Administrative Register, No. 518, dated February, 1999. Rules are numbered and in standard print. The portion of the manual within boxes in *italicized print* is commentary, not administrative rule.

The manual is divided generally according to the sections of the rule and pages are numbered within each section. For example, Definitions 02 page 1 refers to the first page of 45.02 Definitions.

The Family Day Care Manual – HFS 45 with Commentary was prepared primarily as a tool for licensing specialists. However, it may also be a useful resource to family day care providers. Providers who require additional information should contact their regional licensing specialists.

This manual includes 6/01 updates

HFS 45.01 Introduction

HFS 45.02 Definitions

HFS 45.03 Operational Requirements

HFS 45.04 The Day Care Provider

HFS 45.05 Home

HFS 45.06 Child

HFS 45.07 Additional Requirements for Infant & Toddler Care

HFS 45.08 Licensing Administration

HFS 45.09 Complaints

Appendix

APPENDICES

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**Revised Description of OSHA Regulations on Bloodborne Pathogens -
Most Child Care Programs are Required by Law
to Establish Infection Control Measures**

Additional copies available from
Child Care Law Center
973 Market Street, Suite 550
San Francisco, California 94103
Telephone: (415) 495-6734

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MEMO FROM... David Worden Agency
1305 N Barker Rd Ste 6
Brookfield, WI 53045
Phone: 262-782-9253
Fax: 262-938-0604
E-mail: dworden@amfam.com

DATE: August 9, 2004

TO: Karen Narlow
2315 Kensington Dr
Waukesha, WI 53188

RE: Liability for Dogs

Hi Karen,

I was speaking with our underwriter to get you as much information as possible regarding liability. Unfortunately, I found out that I cannot give you a letter stating that we will or won't cover things in case a claim would ever happen. Claims are based upon what is written & how it is written in the policy. As you know, homeowner does cover liability for people & things you own. I have enclosed a brochure showing what you need & also a copy of your policy & have highlighted specific areas that will help you.

Please let me know if you have any other questions.

Thanks


Jessica
David Worden Agency

AMERICAN FAMILY
INSURANCE

JESSICA SCHULZE
Licensed Customer Service Representative
DAVID A. WORDEN AGENCY

1305 NORTH BARKER ROAD, SUITE 6
BROOKFIELD, WISCONSIN 53045

Office: 262-782-9253
Fax: 262-938-0604
E-Mail: jschulze@amfam.com
24-Hour Claims Reporting: 800-374-1111



Your Insurance Coverage Summary

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

December 15, 2003



141-043 9300005698A0057320
NARLOW, JEFFREY R & KAREN K
2315 KENSINGTON DR
WAUKESHA, WI 53188-5527

Your policy renewal premium has been billed to the party below. If this is not correct, please contact your agent IMMEDIATELY.

GMAC MORTGAGE CORPORATION
ITS SUCCESSORS AND/OR ASSIGNS
PO BOX 10430
VAN NUYS, CA 91410

Loan Number:
5901-0000-600756413

Policy Number: 48RR-4723-01-96-PHGS-WI
Policy Type: HOMEOWNERS GOLD STAR SPECIAL DELUXE FORM
Policy Term: January 13, 2004 to January 13, 2005

Property Coverages - Section I

	<u>Old Limits</u>	<u>New Limits</u>
Dwelling	\$123,900	\$132,000
Personal Property: On Premises	\$93,000	\$99,000
Personal Property: Off Premises	100% Subject to Limitations	100% Subject to Limitations
Loss of Use	Actual Loss Within 12 Months	Actual Loss Within 12 Months
Deductible Amount - All Peril	\$250	\$250

Section I limits are increased by the Inflation Protection Coverage provided in your policy. Your new index is 163.

Liability Coverages - Section II

Personal Liability	\$300,000	\$300,000
Medical Expense	\$1,000	\$1,000

Additional Protection/Endorsements

Option 2 - Extended Coverage on Jewelry, Watches and Furs
Option 3 - Home Day Care (6 Children Maximum)
Option 14 - Personal Property Replacement Coverage
Environmental/Personal Pollution Damage Coverage
- End. 523 (Ed. 09-94)
Gold Star Homeowners Amendatory
- End. 587 (Ed. 10-99)
Fungi or Bacteria Exclusion Endorsement - End. 595(WI)(Ed. 06-03)

Policy includes Increased Building Limit Coverage up to 120% of the Dwelling Limit.
Customer Longevity Discount/Claim Free Discount have been applied.
Home & Auto Discount has been applied.

TOTAL PREMIUM

DO NOT SEND PAYMENT

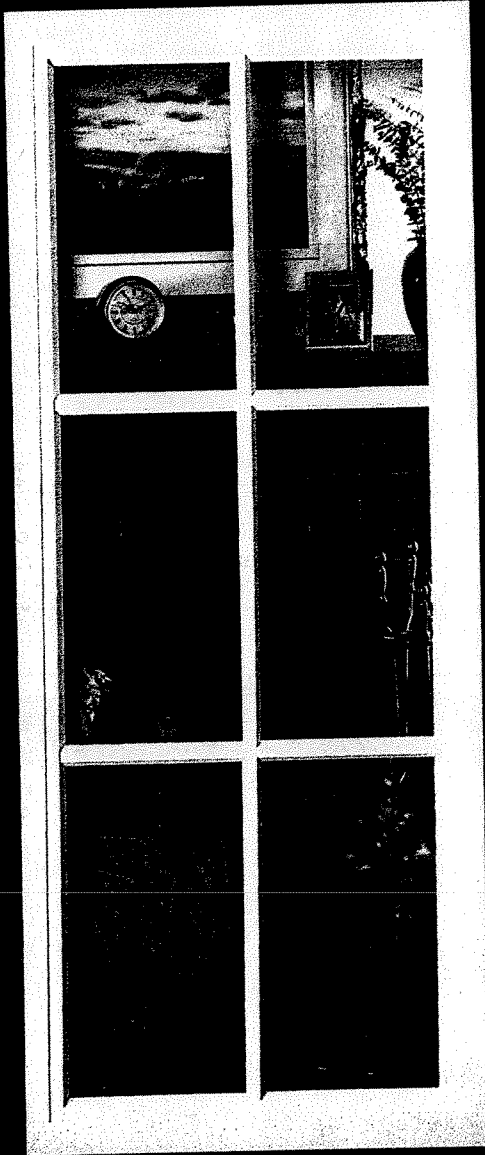
\$493.00

Agent
DAVID A WORDEN
(262) 782-9253

HOMEOWNERS

INSURANCE

GOLD STAR



Protection for the place you call home

AMERICAN FAMILY
INSURANCE

LIABILITY

COVERAGE

American Family's Gold Star Homeowners Policy also gives you liability protection. We will pay compensatory damages up to your policy limit if you are legally liable because of bodily injury or property damage as covered by the policy and not excluded. Below are some examples of bodily injury, property damage and medical expense coverages which are included:



Liability to Others



Sports Activities



Acts of Pets



Liability Due to Unpaid Volunteer Services



Negligent Acts of Children



Medical Payments to Others (Regardless of Liability)

Supplementary Liability Coverages



Claim and Defense Expenses



Damage to Property of Others (up to \$1,000)



Emergency First Aid



Loss Assessments

Also included with your policy:

Environmental/Personal Pollution Damage Coverage (up to \$10,000 per occurrence, \$20,000 per 12-month policy period)

Ask your agent about optional liability coverages you may want to purchase, such as:

- Additional Premises Coverage
- Business Pursuits
- Extended Watercraft Liability and Medical Expense
- Home Day Care
- Office, School or Studio Use

Please note: The illustrations used in this brochure are simple visual representations of most of the perils usually covered by this policy. Please read the policy for exact details on coverages and exclusions.

**WISCONSIN HOMEOWNERS POLICY
GOLD STAR SPECIAL DELUXE FORM**

THIS POLICY IS NON-ASSESSABLE
AMERICAN FAMILY MUTUAL INSURANCE COMPANY
6000 AMERICAN PARKWAY
MADISON, WISCONSIN 53783-0001
 (608) 249-2111
 A MUTUAL INSURANCE COMPANY

READ YOUR POLICY CAREFULLY

This policy is a legal contract between you (the policyholder) and the American Family Mutual Insurance Company. This cover sheet provides only a brief outline of some important features in your policy. The policy itself sets forth, in detail, the rights and obligations of you and our company. It is important that you read your policy carefully.

YOUR HOMEOWNERS POLICY QUICK INDEX REFERENCE

Named Insured
 Location of Your Property
 Policy Period
 Coverages ● See Declarations
 Amounts of Insurance
 Loss Deductible

INSURING AGREEMENT	● Beginning on Page	1	EXCLUSIONS - Section I	● Beginning on Page	7
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Garage - Other Structures			Medical Expense Coverage		
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Loss of Use			Claim and Defense Expenses		
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Collapse			Emergency First Aid		
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12. Mortgage Clause.

The word "mortgagee" includes trustee or contract of sale titleholder.

If a mortgagee is named in this policy, any loss payable on buildings will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- pays any premium due under this policy on demand if you have neglected to pay the premium; and
- submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.

As to only the interest of a lienholder or mortgagee declared in this policy, this insurance will terminate only if we give such lienholder or mortgagee at least 10 days written notice of termination. If we pay the mortgagee for any loss and deny payment to you:

- we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

13. **No Benefit to Bailee.** This insurance will not, in any way, benefit any person or organization who may be caring for or handling property for a fee.

14. **Other Insurance.** If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.

15. Our Settlement Options.

In the event of a covered loss, we have the option to:

- make a cash settlement for all or part of the damaged, destroyed or stolen property; or
- pay the cost to repair, rebuild or replace all or the necessary part(s) of the damaged, destroyed or stolen property with like property, as of the time of loss, less an allowance for depreciation when replacement cost coverage doesn't apply.

We may take the salvage of all or any part of the covered property at its agreed or appraised value. Property paid for or replaced by us becomes ours, if we choose.

If we give you notice within 30 days after we receive an acceptable proof of loss, we may repair or replace any part of the damaged property with like property.

16. **Permission Granted to You.** You may make alterations, additions and repairs to your building and complete structures under construction. The insured premises may be vacant or

unoccupied without limit of time, except where this policy specifies otherwise. A dwelling under construction is not considered vacant.

17. **Recovered Property.** If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the claim payment, or any lesser amount to which we agree, must be refunded to us.

18. **Suit Against Us.** No action can be brought unless it is started within one year after the date of loss.

19. **What You Must Do in Case of Loss.** In the event of a loss to property that this insurance may cover, you and any person claiming coverage under this policy must:

- give notice as soon as reasonably possible to us or our agent. Report any theft to the police immediately. If the loss involves a credit/debit card, written notice must also be given to the company that issued the card;
- protect the property from further damage, make reasonable and necessary repairs to protect the property and keep records of the cost of these repairs;
- promptly separate the damaged and undamaged personal property. Give us a detailed list of the damaged property, showing the quantities, when and where acquired, original cost, current value and the amount of loss claimed;
- as often as we reasonably require:
 - show us the damaged property before permanent repairs or replacement is made;
 - provide us with records and documents we request and permit us to make copies; and
 - let us record your statements and submit to examinations under oath by any person named by us, while not in the presence of any other insured, and sign the transcript of the statements and examinations;
- submit to us, within 60 days after we request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - the date, time, location and cause of loss;
 - the interest you and others have in the property, including any encumbrances;
 - the actual cash value and amount of loss of each item damaged or destroyed;
 - other insurance that may cover the loss;
 - changes in title, use, occupancy or possession of the property during the policy period;
 - the plans and specifications of any damaged dwelling or structure we may request;
 - detailed estimates for repair of the damage;
 - receipts for any increased costs to maintain your standard of living while you reside elsewhere, and records pertaining to any loss of rental income; and
 - evidence supporting a claim under the Credit/Debit Card, Forgery and Counterfeit Money protection. This should state the cause and amount of loss.

LIABILITY COVERAGES - SECTION II

COVERAGE D - PERSONAL LIABILITY COVERAGE

We will pay, up to our limit, compensatory damages for which any insured is legally liable because of bodily injury or property damage caused by an occurrence covered by this policy.

Defense Provision.

If a suit is brought against any insured for damages because of bodily injury or property damage caused by an occurrence to

which this policy applies, we will provide a defense at our expense by counsel of our choice. We will defend any suit or settle any claim for damages payable under this policy as we think proper.

OUR OBLIGATION TO DEFEND ANY CLAIM OR SUIT ENDS WHEN THE AMOUNT WE HAVE OFFERED OR PAID FOR DAMAGES RESULTING FROM THE OCCURRENCE EQUALS OUR LIMIT.

COVERAGE E - MEDICAL EXPENSE COVERAGE

We will pay the medical expenses which are incurred or medically ascertained within three years from the date of an accident causing bodily injury covered by this policy. This coverage applies only:

1. to a person on the insured premises with the permission of any insured; or
2. to a person away from the insured premises if the bodily injury:
 - a. arises out of a condition on the insured premises or the ways immediately adjoining;

- b. is caused by the activities of any insured;
- c. is caused by a person while performing duties as a domestic employee of any insured;
- d. is caused by an animal owned by or in the care of any insured; or
- e. is suffered by a domestic employee in the course of employment by any insured.

SUPPLEMENTARY COVERAGES - SECTION II

We will pay the following in addition to the limits. All terms of this policy remain unchanged, except where modified by the Supplementary Coverage.

1. **Claim and Defense Expenses.** We will pay the expenses described below for a claim or suit we are obligated to defend under the Personal Liability Coverage:
 - a. all expenses we incur and costs taxed against any insured;
 - b. premiums on bonds required in any suit we defend, but not for bond amounts more than our limit. We need not apply for or furnish any bond;
 - c. reasonable expenses (other than loss of earnings) any insured incurs at our request;
 - d. any insured's loss of earnings (but not loss of other income) up to \$200 per day, to attend trials or hearings at our request;
 - e. prejudgment interest awarded against any insured on the part of the judgment that we are obligated to pay. However, we will not pay any such interest which accrues after such time that we make an offer to pay our limit;
 - f. interest accruing on our share of the amount of any judgment between the time the judgment is entered and the time we pay or tender or deposit in court that part of the judgment which does not exceed our limit.
2. **Damage to Property of Others.** We will pay up to \$1,000 per occurrence for property damage to property of others caused by any insured, even if not negligent or legally liable. At our option, we will either:
 - a. pay the actual cash value of the property; or
 - b. repair or replace the property with other property of like kind and quality.We will not pay for property damage:
 - a. to the extent of any amount recoverable under Section I of this policy;
 - b. caused intentionally by any insured who has attained the age of 13;
 - c. to property, other than a rented golf cart, owned by or rented to any insured, a tenant of any insured or a resident in your household; or
 - d. resulting from:

- (1) business pursuits;
- (2) any act or omission in connection with premises owned, rented or controlled by any insured, other than an insured premises; or
- (3) the ownership, maintenance or use of a land motor vehicle, aircraft, watercraft or iceboat.

3. **Emergency First Aid.** We will pay reasonable expenses incurred by any insured for first aid to persons, other than insureds, at the time of the accident, for bodily harm covered under this policy.

4. **Loss Assessments.** We will cover an amount up to \$1000 for your share of special loss assessments charged during the policy period and levied against you by a corporation or association of property owners in accordance with the governing rules of the association, when the assessment is made as a result of:

- a. each occurrence to which Section II of this policy would apply; or
- b. damages which the association may be obligated to pay because of any personal injury arising out of:
 - (1) false arrest, detention or imprisonment;
 - (2) malicious prosecution;
 - (3) libel, slander, humiliation or defamation of character;
 - (4) invasion of privacy, wrongful eviction or wrongful entry.

This \$1000 limit is the most we will pay for any one loss, regardless of the number of assessments.

This coverage applies only to loss assessments charged against you as owner or tenant of the insured premises.

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

Section II - Coverage D - Personal Liability Exclusion 2 does not apply to this coverage.

In the event of an assessment, this coverage is subject to all other terms of this policy. This coverage is excess insurance over any insurance collectible under any policy or policies covering the association of property owners.

EXCLUSIONS - SECTION II

Coverage D - Personal Liability and Coverage E - Medical Expense do not apply to:

1. **Abuse.** We will not cover bodily injury or property damage arising out of or resulting from any actual or alleged:
 - a. sexual molestation or contact;
 - b. corporal punishment; or
 - c. physical or mental abuse of a person.

2. **Acts or Omissions.** We will not cover bodily injury or property damage arising out of any act or omission of any insured as an officer or member of the board of directors of any corporation, municipality, political unit or other organization, except the acts of an unpaid volunteer director, officer or trustee of a religious, charitable or civic non-profit organization. An elected, public official does not qualify as an unpaid volunteer director, officer or trustee.

OPTION 3 - HOME DAY CARE.

(Applies only to the described premises.)

The Section II Coverages are extended to cover an insured who provides home day care. The definition of insured premises is amended to include that part of the premises occupied for home day care. Section II Exclusion 4 Business is amended to add:

- e. home day care service regularly provided by an insured on the insured premises for which an insured receives monetary or other compensation.

This coverage does not apply to bodily injury or property damage arising out of the supervision, entrustment, maintenance, use, loading or unloading of:

- (1) saddle animals and vehicles for use with them;
- (2) any type of aircraft, glider, balloon, parachute or other air conveyance;
- (3) any type of motor vehicle or motorized land conveyance; or
- (4) watercraft of all types; owned, operated, or hired by or for the insured or employee or used by the insured for the purpose of instruction in their use.

OPTION 4 - EXTENDED WATERCRAFT LIABILITY AND MEDICAL EXPENSE COVERAGE.

The Section II Coverages are extended to cover the watercraft powered by outboard motor(s), owned by an insured and described in the Declarations.

Exclusion 19a(5) does not apply to such described watercraft.

OPTION 5 - OFFICE, SCHOOL OR STUDIO USE.

(Applies only to the occupancy by the insured as shown in the Declarations or Additional Protection Schedule Endorsement.)

1. Section I: Coverage B - Personal Property is extended for up to an additional \$5000 to cover business personal property of this described incidental occupancy. This includes equipment, supplies, stock of merchandise in storage and furnishings usual to the described occupancy while such property is on the insured premises. Any deductible shown in the Declarations also applies to loss under this coverage.
2. Section II: The insured premises will not be considered business property because an insured occupies a part of it as an incidental office, school or studio as described. Section II Exclusion 4 Business is amended to add:
 - e. business pursuits of an insured which are necessary or incidental to the use of the insured premises as the described office, school or studio.

OPTION 6 - BUSINESS PURSUITS.

The Section II Coverages are extended to cover the business pursuits of an insured who is a clerical office employee, salesperson, collector, messenger or teacher as described in the Declarations or Additional Protection Schedule Endorsement. This coverage does not apply:

1. to bodily injury or property damage arising out of the business pursuits of an insured in connection with a business owned or financially controlled by such insured or by a partnership or joint venture of which such insured is a partner or member;
2. to bodily injury or property damage arising out of the rendering or failing to render professional services (other than teaching);
3. to bodily injury to a fellow employee of an insured injured in the course of employment;
4. when the insured is a member of the faculty or teaching staff of any school or college to bodily injury or property damage

arising out of the supervision, entrustment, maintenance, use, loading or unloading of:

- a. saddle animals and vehicles for use with them;
- b. any type of aircraft, glider, balloon, parachute or other air conveyance;
- c. any type of motor vehicle or motorized land conveyance; or
- d. watercraft of all types; owned, operated, or hired by or for the insured or employer or used by the insured for the purpose of instruction in their use.

OPTION 7 - ADDITIONAL PREMISES COVERAGE.

The Section II Coverages are extended to cover the one or two family dwelling(s) shown in the Declarations or Additional Protection Schedule Endorsement. Item b in the definition of insured premises is amended to include such premises.

OPTION 12 - NAMED ADDITIONAL INSURED(S).

The definition of insured in this policy includes the person or organization named as an additional insured in the Declarations or Additional Protection Schedule Endorsement with respect to:

1. Section I: Coverage A - Dwelling and Dwelling Extension;
2. Section II: Coverage D - Personal Liability and Coverage E - Medical Expense but only with respect to ownership, maintenance or use of the insured premises.

The interest of the named additional insured(s) will be terminated only if we give such additional insured at least 10 days written notice of termination.

This option applies only with respect to the location shown in the Declarations or Additional Protection Schedule Endorsement.

OPTION 13 - OTHER STRUCTURES.

Our limit for covered other structures under Coverage A - Dwelling Extension is amended to include the additional limit(s) shown in the Declarations or Additional Protection Schedule Endorsement.

OPTION 14 - PERSONAL PROPERTY REPLACEMENT COVERAGE.

We will pay the cost of repair or replacement of property listed below and owned by an insured, without deducting for depreciation.

1. This coverage applies to:
 - a. awnings;
 - b. carpeting;
 - c. household appliances;
 - d. outdoor antennas;
 - e. other structures covered under the Dwelling Extension that are not buildings and buildings without a permanent foundation;
 - f. personal property under Coverage B - Personal Property and not excluded below.
2. This coverage does not apply to:
 - a. business property and property of others, on or off the described premises;
 - b. records, films, tapes or other magnetic recordings;
 - c. paintings, etchings, pictures, tapestries, statuary, articles made of marble, bronzes, antiques, rare books and papers, porcelains, rare glassware or any other property which because of its inherent nature, cannot be replaced with new property;
 - d. property whose age or history contributes substantially to its value including, but not limited to, memorabilia, souvenirs and collectors items;
 - e. property which because of age or condition has become obsolete or unusable for its originally intended purpose;
 - f. land motor vehicle equipment and accessories for vehicles you no longer own;
 - g. property not maintained in good or workable condition;
 - h. property that is outdated or obsolete and is stored or not being used.

To insure the success of your in-home childcare program, just log on NOW to: www.afds.com

Our insurance program was selected by NAEYC and recognized by NAFCB for effectively addressing all your most important insurance coverage needs:

- A wide range of General Liability limits up to \$1 million per occurrence, \$3 million aggregate. Sexual abuse is automatically covered up to \$100,000 per occurrence, \$300,000 aggregate.
- Affordably priced & A rated.
- Insurance rates & application forms are available on-line!

FOR MORE INFORMATION JUST GO TO OUR WEBSITE AT: www.AFDS.com OR CALL US TOLL FREE AT: 1-888-515-8537.



*Don't cover
P&B etc*

*They will not
cover if dog is
in address
by children*

*Buyer make to dog
guide make but*

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They



AMERICAN FEDERATION OF DAILY-CARE SERVICES, INC.

P.O. BOX 440544 • KENNESAW, GA 30160 • (800) 476-4940



Dear Family Child Care Provider:

Thank you for your interest in our Family Child Care Provider's Liability Insurance Program. You will find enclosed some information on our program. The application includes different limit options and corresponding rates, which allows you to choose the policy that best suits your requirements and/or needs.

In order to obtain coverage, you must meet the underwriting criteria outlined in the brochure and application. Please note that if you have a swimming pool, the children must not be allowed to use it, and if you have a dog, it must be kept separate from the children at all times. To be accepted, an application must be fully completed, signed and be accompanied by a check or money order for either the total premium or minimum deposit. **This payment should be made payable to: *American Federation of Daily-Care Services, Inc. or AFDS, Inc.***

To aid you in completing the application process, please use the checklist below:

- Complete all questions on the application. If questions are left blank, the application will be returned to you.
- Make sure to include a copy of your license/certification number
- Sign application
- If premium is to be financed, complete finance agreement on the second page of the application
- Include payment – either full payment or minimum deposit

Please note that incomplete applications will be returned to you for completion and you will not have coverage until we receive your completed application and the appropriate payment. Should you have any questions, please feel free to call. I look forward to working with you, and again, thank you for your interest in our program.

Sincerely,

Jennifer Dangar
Program Administrator

Enc.

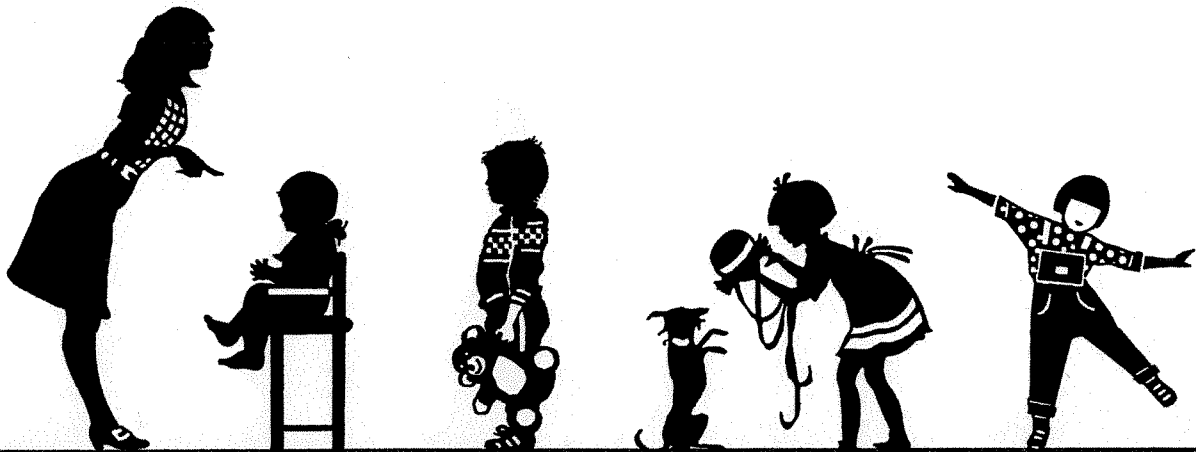
Selected by

naeyc
National Association for the
Education of Young Children

**FAMILY HOME
LIABILITY INSURANCE**

Recognized by

NAFCC
National Association of
Family Child Care



The In-Home Childcare Provider Liability Insurance Program

Your Partners In Child Care

THOMCO was founded in 1977 and is the administrator of the insurance program. **THOMCO** has extensive experience in the childcare insurance field and is the leading writer of childcare coverage in the nation. **THOMCO** has dedicated its resources to providing quality insurance coverages and services to the childcare industry at affordable rates. Insurance underwriting is provided by **A RATED** companies.

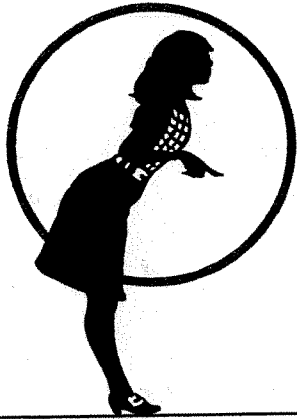
American Federation of Daily-Care Services is a risk purchasing group formed to bring together childcare organizations and homes from all over the country for the purpose of obtaining general liability insurance at an affordable price. **AFDS** formerly named **AFDH**, changed names recently to reflect a broadening of its charter. **AFDS** was organized in accordance with federal law, the Risk Retention Act of 1986, and Public Law 97-45.



POST OFFICE BOX 440549 KENNESAW, GA. 30160 TOLL FREE PHONE#: 1-800-476-4940
 LOCAL PHONE: (678)290-2100 FAX: (678)290-2200 WEB SITE: WWW.AFDS.COM



The In-Home Childcare Provider Liability Insurance Program.



FEATURES OF THE PROGRAM:

- ⊛ Your insurance with us has been selected by the NAEYC (*National Association of the Education of Young Children*) and it is recognized by the NAFCC (*National Association of Family Child Care*).
- ⊛ Your insurance is in effect for one year from the date your application is received and approved.
- ⊛ The program is underwritten by a company that is rated **A (EXCELLENT)** by the insurance financial rating service: *A.M. Best Company*.
- ⊛ If you qualify, your policy will be issued within 7 days of receipt of your application by our office, or, if your application is incomplete or otherwise unacceptable, our notification to you will be postmarked within 7 days and your application will be returned without charge.
- ⊛ Claims will be handled promptly by experienced claims professionals. A toll free claims number will be made available.
- ⊛ Coverage is written on an occurrence basis. *Thus*, you have coverage for claims occurring during the policy period even if they are reported after the policy expires.

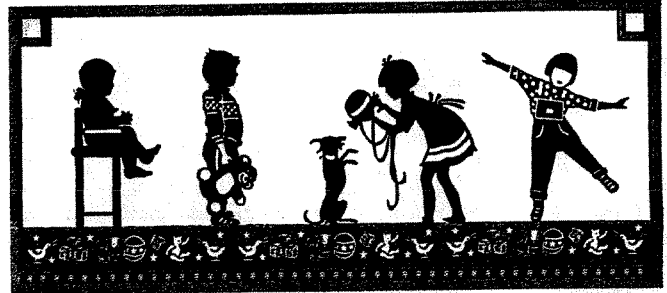


WHY BUY OUR LIABILITY INSURANCE?

- A) The standard homeowner's policy (HO-3) *excludes* liability coverage for family childcare activities.
- B) Unlike many family home liability policies, sexual abuse protection is automatically offered as part of the liability coverage up to a maximum of \$100,000/\$300,000.
- C) The premiums are affordable.
- D) Peace of mind.

COVERAGES INCLUDE:

- ▼ Accidental injury while on the childcare premises.
- ▼ Off-premises childcare activities.
- ▼ Sexual abuse claims arising from your childcare activities.
- ▼ Acts of helpers or assistants.



THIS POLICY INCLUDES PROTECTION FOR:

- 1) Bodily Injury and Property Damage resulting from your childcare operations.
- 2) Allegations of sexual abuse involving children in your care up to a maximum of \$100,000/\$300,000.
- 3) Accidents, without regard to fault or liability, to children in your care, both on and off premises. Medical payments coverage (\$1,000, \$5,000, \$10,000) is automatically provided and is excess over any other collectible insurance.
- 4) Personal injury offenses including libel, slander and alienation of affection of any child in your care.



TO BE ELIGIBLE FOR COVERAGE:



You must meet specific criteria, some of which include: You must care for 1-18 children in your home. You must operate within the legal guidelines of your state. You do not allow children in your care to utilize on-premises swimming facilities (*other than wading pools*) and any pool is fenced on all four sides with a self-locking gate.

You must not own any of the following breeds of dog: Rottweiler, Pit Bull, Doberman, Bull Mastiff, or mixed breed dogs where the dominant breed is one of the preceding four based upon physical characteristics.

Conditions / Exclusions: This brochure is intended to be a general description of the insurance product provided and does not amend or alter the terms of the policy. The policy contains exclusions and limitations which impact the coverage provided. Please review the actual policy very carefully.

Application for Insurance with Lantana Insurance, Ltd.
Zone A1* —Application for Family Daycare Home Liability Insurance

Mail to: American Federation of Daily-Care Services, Inc., P.O. Box 440544, Kennesaw, GA 30160

Please make checks payable to AFDS, Inc.

MANDATORY INFORMATION—ALL questions must be answered and signature provided or application will be returned.

Please Print

1. Name of Provider _____

2. Name of Family Home If Different From Above _____

3. Address _____

City _____ State _____ Zip _____

4. Telephone Number (and Area Code) (_____) _____ - _____

5. Number of full time children cared for _____ Number of before/after school children cared for _____

Note: up to two before/after school children covered at no additional charge. If two or less before/after school children are cared for, do not include for purposes of calculating your rate below.

6. Maximum number of children cared for at any given time _____

7. Are you a resident of the home where the child care is being provided? Yes No

If no, please explain. _____

8. Are you in compliance with registration/certification laws in your state? Yes No

Please provide a copy of your license/certification.

9. Has your child care license ever been revoked or suspended? Yes No

If yes, please explain. _____

10. Has your child care insurance been nonrenewed or cancelled? Yes No

If yes, please explain. _____

11. Have you had any claims filed against you in the last 5 years? Yes No

If yes, please explain. _____

12. Do you have any on-premises swimming facilities other than a wading pool? Yes No

Are children in your care allowed to use them? Yes No

Is the pool fenced on all four sides with a self-locking gate? Yes No

13. Do you own a dog? Yes No

If yes, state breed(s)* _____

If yes, how are dogs kept away from children? _____

14. Do you have someone to back you up in the event of an emergency? Yes No

15. Do you accept any boarders in your home? Yes No

Annual Cost—Please circle desired limit/number of children.

Includes terrorism premium, taxes, and fees where applicable.

Liability Limits (Occurrence/Aggregate)**	1-6 Children	7-12 Children	13-18 Children
25,000/50,000/5,000	230	325	415
50,000/100,000/5,000	275	402	515
100,000/300,000/5,000	300	425	555
300,000/900,000/5,000	360	520	665
500,000/1,500,000/5,000	400	575	755
1,000,000/3,000,000/5,000	465	675	875

* We cannot write your coverage if the breed is Rottweiler, Pit Bull, Doberman, Bull Mastiff, or mixed breed dog where the dominant breed is one of the preceding four based upon physical characteristics.

** per occurrence liability limit/aggregate liability limit/medical payments limit **NOTE: Rates are subject to change.**

NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the United States Terrorism Risk Insurance Act of 2002 (Public law 107-297) (the "Act"), effective November 26, 2002, you have a right to purchase insurance coverage for losses arising out of an act of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the United States Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States: to be an act of terrorism; to be a violent act or an act that is dangerous to human life; property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

IF YOU ARE ISSUED THE NEW OR RENEWAL POLICY FOR WHICH YOU HAVE APPLIED, LANTANA INSURANCE LTD. WILL PROVIDE COVERAGE AGAINST AN ACT OF TERRORISM AS DEFINED IN THE ACT.

THE PREMIUM CHARGED FOR COVERAGE AGAINST AN ACT OF TERRORISM AS DEFINED IN THE ACT IS \$5.00.

IF YOU FAIL TO PAY THE ENTIRE PREMIUM FOR THE POLICY YOUR POLICY WILL NOT BE ISSUED.

You should know that coverage provided by this policy for losses caused by a certified act of terrorism is partially reimbursed by the United States under a formula established by United States federal law. Under this formula, the United States federal government pay 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The \$5.00 premium charged for coverage against an act of terrorism does not include any charges for the portion of loss covered by the United States federal government under the Act.

IF YOU SUBMIT A SIGNED APPLICATION AND A POLICY IS ISSUED TO YOU, YOU WILL BE COVERED FOR LOSSES ARISING FROM AN ACT OF TERRORISM AS DEFINED IN THE ACT. IF YOU DO NOT DESIRE TO PURCHASE COVERAGE AS PROVIDED HEREIN, YOU SHOULD NOT APPLY FOR THIS INSURANCE.

Application Signature

Material Representation: The signatory represents that all responses are true and does not contemplate any misstatement or suppression of fact. It is understood that all the statements in the application are the insured's representation and are deemed material to the underwriting and acceptance of risk.

Name & Telephone Number of Producer (if applicable) _____

Signature (Family Home Provider) _____

Premium Finance Agreement

Thomco Finance, Inc.

P.O. Box 440545
Kennesaw, GA 30160
(678) 290-2116

Policy Information (for office use only)				
Insurance Company	Effective Date	Policy #	Term	Annual Cost
			Annual	\$

If Premium Is Financed, This Form Must Be Completed and Signed.

Insured _____ Address _____ City/State/Zip _____	Agent Name _____ Address _____ City/State/Zip _____
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Includes terrorism premium.

Check # of Children	Select Limits*	Annual Cost	25% Down Payment	Amount Financed	Finance Charge	Total of Payments	Annual Percentage Rate	Nine Monthly Payments
1-6	\$25,000/50,000/5,000	230.00	57.50	172.50	23.16	195.66	31.11	21.74
1-6	\$50,000/100,000/5,000	275.00	68.75	206.25	27.66	233.91	31.10	25.99
1-6	\$100,000/300,000/5,000	300.00	75.00	225.00	30.15	255.15	31.10	28.35
1-6	\$300,000/900,000/5,000	360.00	90.00	270.00	36.18	306.18	31.10	34.02
1-6	\$500,000/1,500,000/5,000	400.00	100.00	300.00	40.20	340.20	31.10	37.80
1-6	\$1,000,000/3,000,000/5,000	465.00	116.25	348.75	46.71	395.46	31.10	43.94
7-12	\$25,000/50,000/5,000	325.00	81.25	243.75	32.64	276.39	31.10	30.71
7-12	\$50,000/100,000/5,000	402.00	100.50	301.50	40.41	341.91	31.10	37.99
7-12	\$100,000/300,000/5,000	425.00	106.25	318.75	42.69	361.44	31.10	40.16
7-12	\$300,000/900,000/5,000	520.00	130.00	390.00	52.26	442.26	31.10	49.14
12	\$500,000/1,500,000/5,000	575.00	143.75	431.25	57.81	489.06	31.10	54.34
12	\$1,000,000/3,000,000/5,000	675.00	168.75	506.25	67.86	574.11	31.10	63.79
13-18	\$25,000/50,000/5,000	415.00	103.75	311.25	41.73	352.98	31.10	39.22
13-18	\$50,000/100,000/5,000	515.00	128.75	386.25	51.78	438.03	31.10	48.67
13-18	\$100,000/300,000/5,000	555.00	138.75	416.25	55.80	472.05	31.10	52.45
13-18	\$300,000/900,000/5,000	665.00	166.25	498.75	66.81	565.56	31.10	62.84
13-18	\$500,000/1,500,000/5,000	755.00	188.75	566.25	75.90	642.15	31.10	71.35
13-18	\$1,000,000/3,000,000/5,000	875.00	218.75	656.25	87.96	744.21	31.10	82.69
Your number of children.	*Your choice of per-occurrence liability/aggregate liability/medical payments limit.	The cost of your insurance coverage.	The amount you paid with application.	The amount of credit provided to you or on your behalf.	The dollar amount the credit will cost you.	The amount you will have paid after all payments.	The cost of your credit expressed as a yearly rate.	Payment due per monthly invoice.

You have the right at this time to receive and itemization of the amount financed. I want an itemization. I do not want an itemization.

In consideration of the payment of the amount financed to the insurer by THOMCO FINANCE, INC. on my behalf, I promise to pay to the order of THOMCO FINANCE, INC. the Total of Payments in installment in number and amount shown above, subject to the following provisions. I also assign to THOMCO FINANCE, INC. as security of the Total of Payments hereunder, any and all unearned premiums and dividends which may become payable under the policy applied for. THOMCO FINANCE, INC. is hereby constituted and appointed as my irrevocable Attorney-in-Fact with powers limited to cancellation on my behalf of any insurance provided hereunder if any installment is not paid within five (5) days after it is due. If any installment is paid more than five (5) days after it is due, I will pay a Delinquency charge of 5% of such installment but no less than \$1.00. I agree that in the event of default in payment of any installment due, the unpaid balance less unearned portion of Finance Charge, in any, shall be immediately due and payable to THOMCO FINANCE, INC. If non-payment results in cancellation, I will pay a cancellation charge of \$15.00 for contracts in AZ, IN & MS. If the insurance is cancelled, any installment paid thereafter and any return premiums will be applied against any due and unpaid installment charges, and any excess refunded. If I prepay the full amount due that portion of the Finance Charge (exclusive of the maximum non-refundable acquisition or service charge permitted by state law) which is unearned will be refunded. I agree that if the actual premiums that from the issuance of the policy are other than as indicated above, this agreement may be amended to reflect the actual premiums and I shall make an additional down payment, if required, within ten (10) days of being notified. A \$10.00 fee will be assessed for any check returned as uncollectible for contracts in AZ, ID, IN, LA, MS, OH, OK, SD, and WA. I agree to pay reasonable attorneys fees and all other costs of collection, not to exceed 20% of the amount due and collectible, if this contract is referred for collection to any collector who is not a salaried employee of THOMCO FINANCE, INC. I understand that THOMCO FINANCE, INC. assumes no liability as an insurer and that this agreement does not become effective until accepted by THOMCO FINANCE, INC.

Notice: 1. Do not sign this agreement before you read it or if it contains any blank spaces. 2. You are entitled to a completely filled in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge.

Quote Summary



National Specialty Insurance

A DIVISION OF WEST BEND MUTUAL INSURANCE COMPANY

Prepared by

ROBERTSON-RYAN & ASSOC INC

(414)271-3575

DAVID ZAUNER

These rate levels and this quote is valid for 60 days or until 7 days past the proposed effective date, whichever comes first. Premiums quoted are subject to favorable underwriting information.

Family Childcare Quote Summary**Total Premium \$ 448**

Customer Name - Karen Kare

Effective Date - 8/16/2004

Customer Number -

Liability Coverages

RATING BASE: Licensed/certified # of children: 8

	<i>Coverage/Limit</i>	<i>Premium</i>
LIABILITY LIMIT	\$300,000/600,000	\$375
Medical expense limit - any one person*	\$10,000	Included
Damage to premises rented to you limit*	\$200,000	Included
<u>Plus Pak</u>		Included
Additional to meet minimum		\$0
<u>Limited Abuse / Molestation *</u>	\$300,000/600,000	\$69
Dog & Cat Liability*	\$50,000/50,000	\$75
	Liability Total	\$448

*The limits for these coverages are included within the occurrence **LIABILITY LIMIT**.

Terrorism Risk Insurance Act of 2002 (Liability)

\$4

Total Premium \$448

To bind this quote, please submit a down payment and the following to NSI in Madison, WI :
the Quote Summary, an ACORD application, and the Childcare Questionnaire.



1109 N. Mayfair Road, Suite 200
Wauwatosa, WI 53226
www.knowledgelearning.com

August 19, 2004

The Honorable Carol Roessler
Room 8 South
State Capitol
P.O. Box 7882
Madison, WI 53707-7882

Dear Senator Roessler,

We would like to take this opportunity to submit written testimony on behalf of Knowledge Learning Corporation regarding the proposed changes to the DHFS Licensing rules for the State of Wisconsin.

Knowledge Learning Corporation has 38 centers throughout Wisconsin and has been in business for over 30 years. During this time we have appreciated the support and guidance from the Department of Health and Family Services. This department has continually kept Wisconsin in the top 10 states for Early Education and has partnered with us on numerous occasions to continually improve quality care.

In August of 2003, we had the opportunity to voice our opinion at the public hearings on the proposed changes to the DHFS rules. We took that opportunity to provide verbal and written testimony. After having this opportunity, we received a very comprehensive document responding to not only all of our numerous comments, but the comments of everybody who testified in writing and verbally. Our praise to Anne Carmody, the author of this document, for making it clear, concise and easy to use. It included not only their decision but their reasoning behind those decisions. Although we may not always agree with every decision, we do agree that we were given due process to voice our opinions and concerns. The department also provided sufficient responses to public comment.

In summary, we fully support the steps the Department of Health and Family Services has taken to seek feedback from providers.

Respectfully,

A handwritten signature in black ink, appearing to read "Michelle Bethke".

Michelle Bethke, District Manager

A handwritten signature in black ink, appearing to read "Tammy Hammell".

Tammy Hammell, Regional Vice President

Knowledge Learning Corporation operates under the following names:

Knowledge Beginnings • Learning Universe • Children's Discovery Centers • Magic Years • Bianchi Schools • Building Blocks of Learning • Prodigy Child Development Centers
Club Discovery • Koala Care • Knowledge Learning Enterprises, Inc. • Children's World Learning Centers • Medallion School Partnerships
Knowledge Learning Employer Partnerships

Public Hearing
HFS 45 – Family Child Care Centers
Gena Kraemer, Licensed Provider
2141 S. 80th Street
West Allis, WI 53219
414-545-4005

My name is Gena Kraemer, I am a Licensed Family Child Care provider from West Allis. I am in my 12th year providing care to the families in my community. I have an Infant/Toddler Professional Credential and am enrolled at MATC in pursuit of my Associates Degree in Early Childhood Education through the T.E.A.C.H. Wisconsin Scholarship program. My day care is closed for the day, in order for me to appear at this hearing.

Upon review of the revised HFS 45 Rules for Family Child Care Centers, I would have to say that I am disappointed in what I've read. First of all the definition (HFS 45.03(9)) of "Family child care center" or "center" means far more than "a facility where a person provides care and supervision for less than 24 hours a day for at least 4 and not more than 8 children who are not related to the provider." Children are cared for in our *homes*, with our *families*, these are not just facilities.

I have also read the responses from last year's public hearing. It does not appear to me that the department really listened to providers. Most issues were addressed with a standard department answer "The department feels that the rule is sufficient as written." The general consensus among providers I have talked to is that the department simply went through the motions of a public hearing with little intention of addressing our concerns.

I was very happy to see that it will finally be a requirement to have CPR training and that the department has defined the number of hours of independent study that can be used to meet the continuing education.

HFS 45.05(1)(b)4 & 5

Unfortunately there are a number areas that I feel the department has missed and in others gone too far. For instance, there are a few rules (*HFS 45.04(2)(e) Develop, submit to the department for approval, implement and provide to parents written policies and procedures related to all of the following...; HFS 45.04(2)(f) Develop, submit to the department for approval and implement a written orientation for any employees, substitutes, and emergency back up providers. The orientation plan shall cover all the items described in s. HFS 45.05(2)(a).*) that require providers to submit for department approval or require providers to report to the department. The term "submit to the department for approval" is what I have a problem with. I would like to retain some control over my business. My policies have always been available to the department so they can back me up if ever a client questioned/complained to licensing, now I read that the department will have final say in my business policies.

Additional reporting... (*HFS 45.04(3)(g) Any incident involving law enforcement that occurs on the premises or involves a person on the premises within 24 hours after the incident.*) Depending on the nature of the incident, it may not have any bearing on my child care. For instance, if my neighbor calls the police because my teenagers have the music too loud on Saturday night, then I need to report to licensing by Sunday night? Say, my house is robbed while I'm out of town for a weekend--some matters should still be my personal business. I understand however that there may be situations that should be reported to licensing, such as domestic assault, child abuse, drugs, things of that nature. Licensors are extremely busy, when will they be able to sort through all the additional reports?

Before a room can be used for the children it needs to be approved by the department, this makes sense, however, *any* change in room usage is a little over the top. For instance, when I have a full group of children, I sleep an infant in my room. When I do not have a full group a may not use my room as a nap room. I still want the flexibility to use it as a nap room, but not unless I really need to. According to this

rule, I would need to get prior approval for this and then when I take in more children and need the room again, I would then need 20 working days notice for pre-approval. Again, who has time for that? (**HFS 45.04(3)(h)** *Any change in room usage, such as changing the way rooms are used by children or using rooms not previously approved for use at least 20 working days prior to change. Changes in room usage shall be approved by the department prior the change.*)

HFS 45.04(3)(c) *Any construction or remodeling that affects the premises of a center prior to the beginning of the construction or remodeling. If the construction or remodeling has the potential to affect the locations on the premises where children are served or a condition of the license, the construction or remodeling shall receive written approval by the department before the construction or remodeling begins.* These premises are my home. I just have a problem with asking for approval before altering my home. Especially if I'm building a room in the basement, no where near my day care area, yet I need to report this to the department.

Program service changes need department approval (**HFS 45.04(3)(j)** *A change of any program service, such as changes in transportation or food services at the center and seasonal closings, at least 5 calendar days prior to the change. Changes in program services shall be approved by the department.*) This is still my business and if I decide I am no loner going to transport children, I should not need department approval; if I decide that I am offering dinner at 5:30, I should not need department approval; if I decide I want to hire someone to teach Spanish in my program, I should not need department approval. And again, who is going to sort through this? Licensors do not have time for this.

Another area I feel the rules are really overstepping are the new pet regulations. (**HFS 45.07(7)**)

(**HFS45.07(7)(e)** *All contact between pets or animals and children shall be under the sight and sound supervision of a provider who is close enough to remove the child immediately if the pet or animal shows*

signs of distress or aggression or the child shows signs of treating the animal inappropriately. & HFS 45.07(7)(f) Pets, pet feeding dishes, cages and litter boxes are prohibited in any food preparation, storage or serving areas.) We are family child care providers and our pets are part of our families. Rules have been added that require providers to outline in their policies all pets in the home and their relation to the children prior to children enrolling in the program. Providers are also aware of and concerned about the safety of the children and their pets. Children can be taught how to treat animals with love and respect. Many families choose homes with pets because they cannot for whatever reason care for a pet themselves yet their child can have the experience of caring for an animal at day care. The department will also require a current certificate of liability insurance on the pet(s) (*HFS 45.07(7)(h) A current certificate of liability insurance issued by an insurance carrier specifically covering the presence of dogs and cats shall be on file with the pertinent regional licensing office in appendix A if dogs or cats are allowed in areas of the center accessible to children.*) This certificate of liability insurance for animals does not exist by the way. Insurance companies do not offer liability insurance on pets, however I would hope that the department would be satisfied with a declaration page from the insurance company stating that the pet(s) are covered under the homeowner's or umbrella policies. Never the less, requiring the pet(s) to be insured will limit the types of animals that would be allowed in the home.

Most families do not restrict their pets in their homes because they are part of the family. As a matter of fact, in many instances when a new puppy arrives in a home the only place they are restricted to is the kitchen for the simple reason of sanitation—it's the easiest room to clean and disinfect. Many of my fellow providers do not have "extra" rooms in their homes where they can put pets and their supplies. Again, providers are concerned for the health and safety of the children they care for and would not intentionally put their children or their pets in danger.

I feel very strongly about these pet rules and for the record, I currently have goldfish in my day care.

The latter have been the rules that I feel the department is going over the top. The following rules I believe the department has really missed. For instance, *(HFS 45.04(5)(e) Except as provided under par. (f) a physical examination report on a form provided by the department that was completed within 12 months prior to or 30 days after the person become licensed to or began working with children. The report shall be dated and signed by a licensed physician, physician's assistant or Health Check provider. The report shall include the following:*

- 1. That the person is free from illness detrimental to children, including tuberculosis.*
- 2. That the person is physically able to work with young children.)*

After this initial exam, you never need to have another physical or be tested again! Does that really make sense when we have providers who have been licensed for years and years? But yet the department is concerned that we receive training every 2 years in child abuse and neglect. *(HFS 45.04(8)(b) The licensee shall document that each provider and substitute has received training at least every 2 years in all of the following:*

- 1. Child abuse and neglect laws.*
- 2. How to identify children who have been abused or neglected.*
- 3. The procedure for ensuring that all known or suspected cases of child abuse or neglect are immediately reported to the proper authorities.)*

In a day and age of cell phones the rule regarding a working telephone is not specific enough. *(HFS 45.06(2)(d) The center shall have at least one working telephone with a list of emergency telephone numbers...)* I feel the rule should specify that the center have a working land-line telephone that is not cordless. As we all know cordless phones are useless if the power goes out and a cell phone isn't locked into a location for 911.

Some other rules that I have issues with are:

(HFS 45.06(4)(b) An operable fire extinguisher with a minimum rating of 2A-10BC shall be provided for the kitchen and cooking area and inspected annually and a provider shall know how to use it.)

Can't this specify who should inspect it. I have been told by the department that the provider can inspect it themselves, however, I know some people have been written up because they did not have it professionally inspected. To alleviate future questions, just add "inspected annually by the provider"?

I also feel there should be an additional fire extinguisher needed when care is provided in the basement.

There is a potential for fire in an area that has a furnace, boiler, hot water heater, washer/dryer, etc.

(HFS 4506(11)(c)(7) When off-premises play space is reached by walking, the center shall transport children under 3 years of age in wheeled vehicles, such as strollers or wagons, with a seating capacity equal to the number of children under 3 years of age.)

This rule is under Off-Premises Play Space, I'm concerned that some licensors may expect providers to use this rule on a walk to the park or on field trips. Many children 2 years and older are fully capable of learning to walk while hanging on to a rope or stroller. Strollers large enough to accommodate a group of children where you need to have three or more in a stroller are very expensive \$479 - \$1100.

(HFS 45.07(5)(d) Accurate records of meals and snacks served to children shall be available for review by parents and licensing representative.)

How long do records need to be kept—daily, weekly, monthly? When some things are left to the discretion of a licensor there can be a great deal of difference in the interpretation. What is right for one licensor may not be good enough for another. Do we need to keep records of what the parents bring to supplement? Are food program records sufficient?

HFS 45.07(6)(f)(2) *Sunscreen and insect repellent may only be applied upon the written authorization of the parent. The authorization shall include the brand and ingredient strength of the sunscreen or repellent. Authorizations shall be reviewed periodically and updated as necessary. The recording of the application of sunscreen or insect repellent is not required.* This is how **HFS 45.09(4)(g)** should read.

HFS 45.08(6)(b) *Children under age 13 years may not ride in the front seat of a vehicle. If a vehicle has a front passenger side air bag, the air bag shall be deactivated and inoperable during the time a child is a passenger in the front seat.* Would this rule apply to our own children? My vehicle does not have a front airbag and some vehicles don't allow for you to deactivate the front air bag.

HFS 45.11(c)(2) *A completed background information disclosure form provided by the department for the applicant and, if the center will located in a residence, any household member aged 10 and above.*

If the department is concerned about children in my home 10 and above that I need a background check done, shouldn't I be concerned that I need background checks done on children who are 10 and older who are enrolling into my program? I serve children through age 12.

HFS 45.10 *Additional requirements for night care.* Who does the inspections for these?

The parents I talk to and have enrolled into my day care assume that if I am licensed, someone from the State of Wisconsin is checking in on me and my program on a regular basis. Are there licensors who work all shifts? All of these rules and regulations won't keep children safe if there is no one enforcing them.