

SETTLEMENT AGREEMENT BETWEEN

**THE UNITED STATES OF AMERICA
and**

**BRADFORD CHILD CARE SERVICES, INC.
(D/B/A TENDER CARE LEARNING CENTERS)**

UNDER TITLE III OF THE AMERICANS WITH DISABILITIES ACT

DJ # 202 14-256

BACKGROUND

1. The Parties to this Settlement Agreement are the United States of America and Bradford Child Care Services, Inc. (hereinafter "Tender Care").
2. Tender Care operates over twenty learning centers, in Pennsylvania and Connecticut. Tender Care provides child care services for children six weeks of age to ten years of age.
3. This matter was initiated by a complaint filed by the parents of a child ("Complainants") with epilepsy alleging that Tender Care established a policy to prevent staff from administering Diazepam Rectal (hereinafter referred to as "Diastat"), a prescribed emergency rescue medication, in violation of title III of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12181 *et seq.*, and its implementing regulations at 28 C.F.R. Part 36.
4. The United States Attorney's Office for the District of Connecticut (the "United States") opened an investigation to determine whether any violations of title III of the ADA had occurred.
5. The United States and Tender Care have reached an agreement that is in the parties' best interests, and that the United States believes is in the public interest, to resolve this matter on mutually agreeable terms. The parties have therefore voluntarily entered into this Settlement Agreement, as set forth below.
6. This Agreement applies to Tender Care, and all of its Facilities operating in the United States, under its Tender Care brand, and any brands it subsequently acquires and operates in the United States during the term of this Agreement. For purposes of this Agreement, the term "Facility(ies)" means any child day care center, camp, before-care program, aftercare program, or other educational program owned or operated by Tender Care in the United States.

TITLE III OF THE ADA

7. The United States, through the Attorney General, is responsible for enforcing title III of the ADA, 42 U.S.C. §§ 12181-12189, and the regulations implementing title III at 28 C.F.R. Part 36.
8. Ensuring that childcare providers do not discriminate on the basis of disability is an issue of general public importance. The United States is authorized to investigate alleged violations of title III of the ADA, to use alternative means of dispute resolution, where appropriate, including settlement negotiations to resolve disputes, and to bring a civil action in federal court in any case that involves a pattern or practice of discrimination or that raises an issue of general public importance. 42 U.S.C. §§ 12188(b), 12212; 28 C.F.R. §§ 36.502, 503, 506.

9. The ADA prohibits discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201.
10. Tender Care is a private non-profit entity that owns, leases, or operates places of public accommodation, including a nursery or other place of education and/or a day care center, and as such, Tender Care is a public accommodation within the meaning of title III of the ADA, 42 U.S.C. § 12181(7)(J & K); 28 C.F.R. § 36.104.
11. Epilepsy is a physical impairment that substantially limits one or more major life activities, including neurological function. 28 C.F.R. § 36.105(d)(2)(iii)(E). Accordingly, the Complainant's son has a disability within the meaning of the ADA. *Id.*
12. Tender Care advised the United States that it provides a wide range of accommodations to children with disabilities, and had accommodated children in the past with agreeing to administer Diastat if needed.
13. The United States has determined that in 2018 Tender Care failed to reasonably modify their policies, practices, or procedures when it prohibited staff from becoming trained in administering Diastat, and administering it in the case of an emergency. Tender Care required staff to call and rely on emergency services if and when a child in one of its Facilities experienced a seizure.

ACTIONS TO BE TAKEN BY TENDER CARE

14. Tender Care shall comply with the requirements of title III of the ADA, 42 U.S.C. § 12182, and its implementing regulations at 28 C.F.R. Part 36.
15. Tender Care shall not discriminate against an individual on the basis of disability in the full and equal enjoyment of its goods, services, facilities, privileges, advantages, or accommodations. 42 U.S.C. §§ 12182(a); 28 C.F.R. §§ 36.201, 36.205.
16. Tender Care shall evaluate each request for reasonable modifications of its policies, practices or procedures on the basis of disability on an individualized basis, relying on objective evidence and current medical standards, and in a manner consistent with the terms of this Agreement.
17. Tender Care agrees that where a parent¹ and a child's physician or other qualified health care professional deem it appropriate (based on the child's current health status) for Tender Care staff to administer Diastat as an emergency measure for a child with epilepsy, and provide all required written information described in this Agreement, unless Tender Care can demonstrate that doing so would be a fundamental alteration to the nature of its goods, services, facilities, privileges, advantages, or accommodations, Tender Care will administer Diastat as a reasonable modification to its policies, practices or procedures. *See* 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302.
18. Tender Care's employees who are responsible for emergency administration of Diastat pursuant to Paragraph 17 of this Agreement shall, within thirty (30) days of receipt of the written request and directions for administration of Diastat from the parents and physicians, receive adequate training and resources consistent with applicable state regulations, and, where required, Tender Care shall prepare and submit any required petition for approval of a plan of care for such child so that they can properly administer the emergency prescription medication.
19. Within sixty (60) days of the Effective Date of this Agreement, Tender Care will contact all parents of children currently enrolled at Tender Care Facilities who have requested, within the past year, that Tender Care staff provide administration of Diastat, and whose

¹ All subsequent references to Parents shall be understood to include Parents or Guardians.

request was denied. Tender Care will initiate an interactive process to discuss reasonable modifications necessary to support an uninterrupted day of child care for such children, including the administration of Diastat to children pursuant to this Agreement, as necessary. Tender Care shall maintain records regarding this process, as well as any denied requests for modification during the term of this Agreement.

20. Policies and Procedures: Within sixty (60) days of the effective date of this Agreement, Tender Care shall submit to the United States, for review and approval, written policies and procedures regarding Tender Care's obligations under title III of the ADA, to be adopted and implemented at all Tender Care Facilities. Tender Care shall adopt and implement the revised policies and procedures within fifteen (15) days of the United States' approval. Tender Care policies shall, at a minimum, include the following:
 1. A Disability Nondiscrimination Policy that states: (i) Tender Care does not discriminate in the provision of services to children with disabilities, and (ii) Tender Care child care centers will make reasonable modifications for children with disabilities, upon request from the child's parent, unless such a request amounts to a fundamental alteration of the program. See Exhibit 1.
 2. Information for parents of children with disabilities, explaining how to request modifications to Tender Care's policies, practices, and procedures with respect to child care services. This information shall be publicized on Tender Care's website and its employee training materials, and disseminated with application materials provided to parents of prospective enrollees with disabilities.
21. On receiving a request for a reasonable modification in its policies, practices or procedures for a child with a disability, Tender Care shall conduct an individualized assessment of the child's needs resulting from his/her disability. This assessment shall include, where appropriate, initiating a discussion with the parent(s) and, at the request of parents or guardians and when necessary authorizations have been given, any professionals (such as educators or health care professionals) who work with children in other contexts to explore what reasonable modification(s) may be available. Following the discussion, Tender Care may:
 1. Grant the request;
 2. Make a narrowly tailored request in writing for more information relating to the child's necessary modifications(s); or
 3. Deny the request, in whole or in part, where, consistent with this Agreement and the ADA, Tender Care can demonstrate that making the requested modification will result in a fundamental alteration, as defined in the ADA, its implementing regulations, and interpreting case law and agency guidance. Tender Care shall respond in writing to any individual making a request for reasonable modification within ten (10) business days from the date the request is received. If a request for reasonable modification is denied, Tender Care shall notify the child's parent(s) in writing, of the specific reason(s) for the denial and advise the individual making the request that, if circumstances change, they may make a new request. Copies of such denials, and related documents, must be maintained by Tender Care and provided to the United States in Tender Care's annual report required by Paragraph 30 of this Agreement.
22. Publication/Dissemination of Disability Nondiscrimination Policy. Within sixty (60) days of Tender Care's implementation of its revised Disability Nondiscrimination Policy, Tender Care shall ensure that it is posted at its facilities and easily accessible.
23. Training for Managers. Within ninety (90) days after the Effective Date of this Agreement and annually thereafter, Tender Care shall develop a live or virtual

classroom training program ("ADA Managers Training") that shall be provided to management personnel. The ADA Managers Training shall be initiated within one hundred twenty (120) days of the Effective Date of this Agreement and completed no later than one hundred and eighty (180) days after the Effective Date.

1. The ADA Manager Training shall address:
 1. The requirements of title III of the ADA;
 2. The existence and general content of this Agreement;
 3. Tender Care's nondiscrimination obligations under the ADA, including the obligations outlined in this Agreement;
 4. Epilepsy and topics related to aspects of caring for a child with epilepsy including general information on the methods available for administering Diastat and other medicine.
 2. Tender Care shall ensure that all Managers are appropriately trained.
 3. Tender Care shall send, via electronic mail, to the United States the proposed curriculum for the ADA Managers Training, as well as the trainer(s)' name(s), qualifications (including resume(s)), and contact information, no later than ninety (90) calendar days after the Effective Date of this Agreement. Tender Care shall consider in good faith and adopt any reasonable changes to the curriculum provided by the United States.
 4. Tender Care shall maintain attendance logs reflecting the names and titles of attendees of the ADA Manager Training.
24. Training for Teachers and Child Care Workers. Within one year of the Effective Date of this Agreement, and annually thereafter, Tender Care shall provide live or virtual classroom training for its teachers and any other staff who may be directly responsible for the supervision of children at Tender Care's Facilities about Tender Care's obligations under title III of the ADA, including but not limited to the obligation to provide reasonable modifications for children with disabilities.
25. Child-Specific Training. In addition to the training required by the paragraphs above, Tender Care shall ensure that, as necessary to individual circumstances, each of its child care centers, working with the parent(s), provides Child & Disability-Specific Training to appropriate employees where necessary to afford a child with a disability the full and equal enjoyment of the child care center consistent with the terms of this Agreement.
26. Tender Care will adopt, maintain, and enforce an Emergency Anti-Seizure Medication Administration (EASMA) Policy and Procedure, attached hereto and incorporated by reference herein as Exhibit 2 to this Agreement.
27. In addition, as part of its EASMA Policy and Procedure, Tender Care will adopt forms for (1) a Seizure Emergency Action Plan and (2) a Physician's Order for the Administration of Diastat, which are attached hereto and incorporated by reference herein as Attachments 1 and 2 to Exhibit 2 of this Agreement. Such forms are intended to ensure that Tender Care has individualized information and instructions relating to the management of each child's seizure disorder.
28. Tender Care will print and maintain copies of the EASMA Policy and Procedure in a central location and on its website resource page; will provide the EASMA Policy and Procedure to any interested party requesting it or a modification of policies, practices, or procedures due to a seizure disorder; and will incorporate the EASMA Policy and Procedure into its standard operating procedures and handbook(s).
29. Tender Care will notify counsel for the United States in writing when it has completed the actions described in paragraphs 24-28.

30. Annual Reporting. For the term of this Agreement, Tender Care shall submit a Report to the United States documenting its compliance with this Agreement every year on the anniversary of the Effective Date, except for the Final Report which shall be sixty days prior to that anniversary.

1. The Report shall include, for the relevant time period:
 1. All dates of Tender Care's ADA training conducted pursuant to this Agreement;
 2. A certification by Tender Care that all required individuals have received training pursuant to this Agreement; and
 3. A list of all requests for accommodation based on a disability and how Tender Care responded.
2. All Reports required pursuant to this Agreement shall be delivered to the undersigned counsel via electronic mail.

Tender Care agrees to pay TWENTY THOUSAND DOLLARS (\$20,000) in compensatory damages to the aggrieved individuals previously identified by the United States in its investigation. Within ten (10) business days of Tender Care's receipt of an executed release and a form W-9 from each, (release attached hereto as Attachment A), Tender Care shall forward a check to the United States in the appropriate sum, and made payable to each such individual in his or her full legal name, as identified to Tender Care by the United States.

IMPLEMENTATION AND ENFORCEMENT

31. Enforcement. As consideration for the Agreement set forth above, the United States will not institute any civil action under the ADA based on the allegations in this matter, except as provided in Paragraph 32 below.
32. Compliance Review and Enforcement. The United States may review Tender Care's compliance with this Agreement or title III of the ADA at any time. If the United States believes that this Agreement or any portion of it has been violated, it will raise its concerns with Tender Care and the parties will attempt to resolve the concerns in good faith. If the parties are unable to reach a satisfactory resolution of the issue(s) raised within thirty (30) days of the date that the United States provides notice to Tender Care, the United States may institute a civil action against Tender Care in the appropriate United States District Court to enforce this Agreement or title III of the ADA.
33. Effective Date. The Effective Date of this Agreement is the date of the last signature below.
34. Term. The duration of this Agreement will be three (3) years from the Effective Date.
35. Entire Agreement. This Agreement, including Exhibits 1 and 2, constitute the entire agreement between the United States and Tender Care on the matters raised herein and no other statement or promise written or oral, made by any party or agents of any party, that is not contained in this written Agreement, including its attachments, shall be enforceable.
36. Non-Waiver. Failure by the United States to enforce any provision of this Agreement shall not be construed as a waiver of its right to enforce any provision of the Agreement.
37. No Admission. This Settlement Agreement shall not be construed as an admission of violation of any Federal, state or local statute, ordinance or regulation by Tender Care.
38. Severability. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however that if the severance of any such provision materially alters the rights or obligations of the parties, the United States and Tender Care shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this

Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

39. Binding Nature of Settlement Agreement. This Agreement shall be binding upon Tender Care, all of its childcare brands, its successors, and assigns. If Tender Care acquires a brand or Facility(ies) during the term of this Agreement, Tender Care shall immediately take steps to implement the requirements of this Agreement with respect to that brand and/or Facility(ies). Specifically, Tender Care will train all new managers in accordance with paragraph 22 within ninety (90) days of the date of the acquisition. Training for new teachers and other staff should be completed as required by paragraphs 23 and 24. All other terms of this Agreement also apply to a newly acquired brand and/or Facility(ies).
40. Authority. The signatories represent that they have the authority to bind the respective parties identified below to the terms of this Agreement.
41. Other Violations. This Agreement is not intended to remedy any other potential violations of the ADA or any other law.
42. Continuing Responsibility. This Agreement does not affect Tender Care's continuing responsibility to comply with all aspects of the ADA.

[SIGNATURE PAGE FOLLOWS]

FOR BRADFORD CHILD CARE SERVICES:

By: 
(Print Name)FRANK D. REABE

Title: CEO AND EXECUTIVE
DIRECTOR

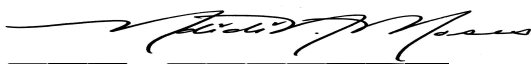
ADDRESS 1370 WASHINGTON PIKE, SUITE 100
BRIDGEVILLE PA 15017

Date: 6/10/20

FOR THE UNITED STATES:

JOHN H. DURHAM
UNITED STATES ATTORNEY
DISTRICT OF CONNECTICUT

JOHN B. HUGHES
CIVIL CHIEF

By: 

NDIDI N. MOSES
ASSISTANT UNITED STATES ATTORNEY
DISTRICT OF CONNECTICUT

United States Attorney's Office
157 Church Street, 25th Floor
New Haven, CT 06510
(203) 821-3700

Date: 6/16/2020

EXHIBIT 1

NON-DISCRIMINATION STATEMENT PROHIBITION OF DISCRIMINATION ON THE BASIS OF DISABILITY

Tender Care does not and will not discriminate against any individual on the basis of disability with regard to the full and equal enjoyment of the goods and services of Tender Care. Tender Care will make reasonable modifications to its policies, practices, or procedures when necessary to afford its goods and services to individuals with disabilities, including children with epilepsy, unless Tender Care can demonstrate that making the modifications would fundamentally alter the nature of its services.

Tender Care will make reasonable modifications as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated, or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless Tender Care can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered.

EXHIBIT 2

EMERGENCY ANTI-SEIZURE MEDICATION ADMINISTRATION (EASMA) POLICY AND PROCEDURE

Tender Care is committed to complying fully with the Americans with Disabilities Act (ADA) and other applicable federal laws and regulations pertaining to children with disabilities.

Children with epilepsy who attend Tender Care will require assistance in the event of a seizure. Some children may require the administration of an emergency anti-seizure medication, such as Diastat, in the event of a prolonged or an acute repetitive seizure. In order to accommodate the needs of these children, Tender Care will train its employees who are responsible for the administration of Diastat to administer Diastat to children who require it where requested in writing by parents and a physician on approved forms as described below and in accordance with all applicable laws and regulations. This determination will be made by Tender Care on an individualized, case-by-case basis, in compliance with federal law.

Before any such trained Tender Care employee will administer Diastat to a child in an emergency situation, the child's parent or guardian must provide Tender Care with: (1) a completed Seizure Emergency Action Plan signed by the parent or guardian and the child's treating physician or neurologist; (2) a completed Physician's Order for the Administration of Diastat completed by the child's treating physician or neurologist; and (3) a completed Tender Care Authorization for Medications or Medical Treatment form. A parent or guardian's written authorization to administer emergency anti-seizure medication shall be effective for the entire school year in which it is granted. This authorization must be renewed annually.

Prior to its date of its expiration, the prescribed medication shall be supplied to Tender Care by the parents in its original and unopened package with the correct dosage locked in by the dispensing pharmacy. The parents or guardians of any child with epilepsy are responsible for providing, at their cost, all necessary equipment and supplies for the administration of Diastat, including replacing any Diastat prior to its expiration date.

If an emergency anti-seizure medication, prescription, or over-the-counter medicine is administered to a child at a time when the child is not present at Tender Care, the child's parent or guardian will notify the Center Director of their child's Tender Care facility or the Center Director's designee. Such notification shall be given before or at the beginning of the next school day that the child attends.

Though Tender Care has determined that it will not administer Diastat to a child in a moving vehicle, Tender Care will take any other action that will nevertheless ensure that, to the maximum extent possible and consistent with applicable law, children with disabilities receive full and equal enjoyment of the goods and services of Tender Care.

Notifications:

When a trained Tender Care employee determines that the administration of Diastat to a child is necessary, the parent or guardian and the School's Director shall be notified promptly.

Associated Documents:

Sample Seizure Emergency Action Plan – Attachment 1

Sample Physician's Order for the Administration of Diastat – Attachment 2

Tender Care Authorization for Medications or Medical Treatment - Attachment 3

ATTACHMENT 1

SEIZURE EMERGENCY ACTION PLAN

Child's Name: _____ D.O.B.: _____

Parent/Guardian: _____ Relationship to Child: _____

Address: _____

Work Telephone: _____

Home Telephone: _____

Cellular Telephone: _____

Parent/Guardian: _____ Relationship to Child: _____

Address: _____

Work Telephone: _____

Home Telephone: _____

Cellular Telephone: _____

Emergency Contacts

Name: _____ Relationship to Child: _____

Telephone Contact #1: _____ Telephone Contact #2: _____

Name: _____ Relationship to Child: _____

Telephone Contact #1: _____ Telephone Contact #2: _____

Physician treating child for seizures: _____

Office Telephone: _____

Other Physician: _____

Office Telephone: _____

SEIZURE PLAN

Fill in blanks, cross out and initial any steps not needed for this child.

Emergency action is necessary when the child has the following symptoms:

Steps to take during a seizure:

1. Stay with child during and after seizure. Note the time a seizure starts and its duration.
2. Ease child to the floor. Cushion the child's head with something soft.
3. Remove hazards in the area, such as sharp or hard objects, to prevent injury. Remove other children from area, if possible.
4. Loosen tight clothing at the neck.
5. Turn child on his/her side as soon as possible.
6. DO NOT RESTRAIN MOVEMENT OR PLACE ANYTHING IN MOUTH.
7. Monitor child while the seizure runs its course and speak to him/her in calming tones.
8. Monitor breathing and begin artificial respiration if breathing does not resume spontaneously.
9. Administer Diastat if the seizure lasts more than _____ minutes or if _____ seizures occur in _____ hours. [Illustrated instructions attached.]
10. Call 911 if child does not wake after _____ minutes or the seizure does not stop within minutes of giving Diastat. If 911 is called, transport to Hospital.
11. Following the seizure, allow the child to rest as needed in a quiet area if available. Always notify parent/guardian in writing and by telephone.

DAILY SEIZURE MANAGEMENT PLAN

1. What type of seizures does your child have, and how often do they occur?

Date of last seizure:

2. Describe your child's symptoms during and after a seizure episode.

3. Does your child have an aura or warning of a seizure coming? Is he/she able to notify anyone that a seizure is coming?

Yes _____ No _____

4. Describe your child's symptoms or aura before a seizure. What are the triggers and/or warning signs of a seizure?

5. List all medications your child takes routinely, including how much and how often.

6. Does your child experience any side effects to these medications? If yes, please list:

I/We hereby authorize and request the administration of Diastat to my/our child. I/We further acknowledge that Diastat may be administered by a trained employee of Tender Care who is not a licensed healthcare professional. The determination to administer emergency Diastat will be made by Tender Care on an individualized, case-by-case basis, in compliance with federal law.

By signing this form, I/We acknowledge that Tender Care and its employees and agents shall incur no liability as a result of Tender Care's employees' or agents' actions made in good faith with due care in connection with the child's Seizure Emergency Action Plan, including the administration of Diastat, or the inability of trained Tender Care employees to administer Diastat due to the nature of the seizure such as, for example, the inability of employees to administer due to movements of the child, and I/We release Tender Care, its officers, directors and employees, from any such liability.

I/We hereby give permission for the physician completing and signing the Physician's Order for the Administration of Diastat for my/our child to verify this information with Tender Care staff and to consult with Tender Care staff regarding the administration of my/our child's emergency anti-seizure medication.

Parent/Guardian Signature: _____ Date:

Parent/Guardian Signature: _____ Date:

Physician's Signature: _____ Date:

ATTACHMENT 2

PHYSICIAN'S ORDER FOR THE ADMINISTRATION OF DIASTAT

Child's Name: _____ D.O.B.: _____

1. Medication: _____ Dosage: _____

2. When should the child be treated with Diastat (be very specific please):

3. Has the child ever received Diastat before, and, if so, how did he/she react?

4. How long should the seizure last before Diastat is administered?

5. What side effects can be expected after the administration of Diastat?

6. What action should be taken if the child has a bowel movement or expels the medication?

7. Are there any conditions that would restrict Diastat being administered to the child, such as cold, Respiratory infection, or fever? If so, please list below.

8. If a child is moving rapidly in connection with the seizure, what steps should staff take to restrain the child to allow for administration of Diastat, and what should staff do if they are unable to restrain the child so as to be able to administer Diastat?

Physician's Signature

Date

Child Has Allergies

YES NO



Tender Care

Learning Centers

The Early Education Professionals

AUTHORIZATION FOR MEDICATIONS OR MEDICAL TREATMENT TO BE ADMINISTERED DURING CHILD CARE CENTER HOURS

THIS FORM MUST BE SUBMITTED BI-ANNUALLY FOR EACH MEDICATION OR TREATMENT, REGARDLESS WHETHER PRESCRIPTION OR NON-PRESCRIPTION.

- a) Medications must be in an original container and labeled by the pharmacy as follows:
 - Child's Name
 - Name and Dosage of Medication
 - Expiration Date of Medication
 - Medication will be destroyed if not picked up within one week following termination of the order
 - Authorized Prescriber's Name
 - Name & Phone Number of Pharmacy
 - Over the counter medication must be in original container and labeled with child's full name
- b) Parents must notify Tender Care Learning Centers personnel in writing if a medication or treatment is discontinued.
- c) A new form must be submitted for any dosage, condition or time change.

THIS SECTION TO BE COMPLETED BY THE PARENTS OR GUARDIANS

Child's Name _____ Date of Birth _____ Sex _____

Parent or Guardian name: _____

Address _____ Phone number: _____

Emergency Contact Name and Phone _____

Authorized Prescriber's Name and Phone _____

Address _____

I REQUEST THAT MY CHILD BE ASSISTED IN TAKING MEDICATION OR UNDERGOING THE MEDICAL TREATMENT DESCRIBED BELOW AT TENDER CARE LEARNING CENTERS BY AUTHORIZED PERSONS.

In consideration of Tender Care Learning Centers granting our request to dispense certain medications, or administer certain medical treatments to our child, _____ (child's name),

we _____, and _____ (parent or guardian names), the undersigned parents and/or guardians, on our own behalf and on behalf of our minor child, hereby release, indemnify and hold harmless the Tender Care Learning Centers and its current or former employees, owners and/or Directors, from and against any and all claims, damages, actions or causes of action (except those arising under the American With Disabilities Act) resulting in, arising out of, or connected directly or indirectly with the request for or the administering of the medication and/or treatment described on the next page to our child. We understand that Tender Care staff members who administer medication have been trained in compliance with applicable regulations, but that they have not necessarily received formal medical or nursing training in diagnosis or in administration of medications or other medical treatment. Our authorized prescriber has advised us that formal training or nursing training is not necessary to perform the services requested. We assume all risks arising out of our request.

We acknowledge that Tender Care Learning Centers will accommodate in terms of striving to provide the dispensing of medication or other treatments pursuant to the directions provided by our authorized prescriber where required during learning center hours. We understand that Tender Care reserves the right to cancel any such services where Tender Care determines that continuation could result in undue risk, disruption or hardship on the center or its staff or students, except where prohibited by law (for example the Americans With Disabilities Act). Any such cancellation shall be preceded by as much advance notice as is reasonable under the circumstances.

Witness Signature

Parent/Guardian Signature

Date

Witness Signature

Parent/Guardian Signature

Date

AUTHORIZED PRESCRIBER TO COMPLETE THIS SECTION

Diagnosis for which medication/treatment is given during childcare hours: _____

Name of prescription or non-prescription medication/complete description of treatment: _____

Form of medication and dosage:(specific instructions as to how medication should be given) _____

If medicine/treatment is to be administered daily, at what time? _____

If medicine/treatment is to be given WHEN NEEDED, describe indications: _____

Is this a Controlled Drug? _____

How soon can it be repeated? _____

Is the child authorized to medicate/treat herself/himself? _____

Length of time this treatment is required: From: _____ to _____

Is the child taking any other medication that could have an adverse reaction to this medication or treatment? _____

Precautions, adverse reactions and plan for management if occur: _____

Restriction of activity: _____

Detailed Instructions: _____

CERTIFICATION OF PHYSICIAN

I certify that the treatments/medications described above must be provided to the child while at the child care center, and that the foregoing medications/treatments may be provided by child care personnel who do not have medical or nursing training.

AUTHORIZED PRESCRIBER _____ TELEPHONE _____

ADDRESS _____

AUTHORIZED PRESCRIBER SIGNATURE: _____ DATE: _____