DCF Child Care Provider Handbook

AD ASTRA PER ASPERA
Kansas
Department for Children and Families
Economic and Employment Services

Strong Families Make a Strong Kansas

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Welcome

Thank you for your interest in becoming a DCF child care provider for families who may be eligible for DCF child care assistance.

Parents whose children receive subsidy benefits have the option to choose the type of child care provider they use. There are four types of providers that can enroll with DCF.

A Regulated child care provider is one who:

- Has a current KDHE temporary or permanent license. If you are **not** licensed through KDHE, you **must** first be licensed before DCF will consider your application to enroll as a regulated provider.

An Unregulated child care provider is one who meets either of the following criteria:

- Is licensed outside of the State of Kansas
- Is exempt from KDHE licensing requirements

An Out of Home Relative child care provider is one who:

- Provides care for a relative's child outside of that child's home.
- **Must** be at least 18 years of age and a grandparent, great grandparent, sibling, or aunt/uncle of the child.
- Is related through marriage, blood relationship or court decree. You may be asked to verify your relationship to the child.
- Cares for 6 or fewer related children under 16 years of age (including the provider's own children), and provides care for less than 24 hours a day.
- **Must** have a referral from a DCF worker to enroll as an Out of Home Relative provider.

An In-Home child care provider is one who:

- Is employed by the parent to provide care for a child in that child's home.
- Is not a member of that child's household.
- **Must** be at least 18 years of age.
- Is not the child's own parent, guardian or primary caretaker.
- Provides care for less than 24 hours a day.
- **Must** have a referral from a DCF worker to enroll as an In-Home child care provider.

As you review this handbook, pay particular attention to the section titled "General Information for all DCF Providers" and the section that corresponds to your provider type.

General Information for All DCF Child Care Providers

DCF completes extensive background checks on the provider, household members age 10 or older, and volunteers (if applicable.) These background checks include a Child Abuse-Neglect Registry Check, a check of the Adult Abuse, Neglect or Exploitation Registry, a check of the Kansas Adult Supervised Population Electronic Repository (KASPER) and other available registries. Each person must pass a background check before the agreement is approved. A provider is not eligible to be approved if the names of any of the persons living, working, or volunteering in their facility appear on either the Child Abuse-Neglect Registry, the Adult Abuse, Neglect or Exploitation Registry, KASPER, or if they have felony convictions.

Approved providers will receive a copy of their signed provider agreement which will consist of:

- the provider identifying information that you submit on your application to enroll as a DCF child care provider (section 1)
- sections 2 through 9 as noted in this handbook as “Terms and Conditions of Provider Agreement”
- contractual agreement attachment (form DA-146a)which is included in this handbook
- policy statement on discipline (see forms section of this handbook) for all provider types except regulated
- health and safety standards - home checklist (see forms section of this handbook) for out-of-home relative and in-home child care providers

Families who receive the DCF subsidy are notified in writing of their child care subsidy eligibility. The parent receives a copy of their child care plan. The child care provider will receive a notice of eligibility for any eligible child for whom they have been named as a provider. See the example in the forms section of this handbook.

Provider Responsibilities:

All providers approved by DCF have the following responsibilities:

- Providers must maintain minimum health and safety requirements for the children in care. They must provide a safe and clean environment for children and staff.
- Providers must return the completed forms in person, by mail, or electronically. DCF will return a signed copy of the agreement to providers for their records. DCF has the right to use the social security number you provide on your enrollment for computer matches with other organizations, such as the IRS and the Social Security Administration.
- Providers must obtain information on each child as required. Examples may include a health assessment, consent for medical care, documentation of immunization dates, etc. A blank copy of the consent for medical care is included in the forms section of this handbook.
- Providers must protect the confidentiality of families’ information.
- Providers must comply with applicable discipline policies as referenced by KDHE and DCF. These policies do not allow spanking or hitting a child even if the parent gives written or verbal permission.
- Providers must agree to prohibit smoking in the home/facility during hours children are in care.
- Providers must comply with all applicable State and Federal laws, statutes and regulations, such as, but not limited to, provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA).
- Providers must respond to all requests for information by DCF.
- Providers must record daily attendance and keep your signed attendance records for a period of three years, even if DCF agreement has ended. This is for auditing /review purposes.
- Providers must cooperate and provide copies of documents requested by auditors/reviewers. A financial audit/review of your records may occur at any time.
- Provider must keep accurate payment records for a period of three years, even if DCF agreement has ended. This is for auditing/review purposes.
- Providers must allow parents to have access to their children at any time while in care.
- Providers must inform parents of their business practices, policies and procedures.
- Providers must discuss payment policies with parents and provide receipts for all payments.
- Providers must give parents of children in care your tax identification number or your social security number for their child care income tax credit.
- Providers must contact DCF or the local police department if a child is suspected of being neglected or has been physically, sexually, or mentally abused.
- Providers must provide nutritious meals and snacks.
- Providers must notify parents in advance of planned absences.

Child Care Resource and Referral (CCR&R) Information

Child Care Aware of Kansas serves as a network of Child Care Resource and Referral (CCR&R) Agencies serving all 105 Kansas counties. A number of member agencies comprise Child Care Aware of Kansas and provide the CCR&R services to the counties in their service delivery areas. DCF provides funding to help support this network. Call 1-877-678-2548 for more information, or visit their web site at www.ks.childcareaware.org.

CCR&R Family Assistance

CCR&R's assist families searching for child care by:

- helping families understand and evaluate available child care options;
- providing lists of available child care providers within the community/area;
- responding to special concerns and needs; and
- defining quality and ways to identify quality providers.

CCR&R Provider Assistance

CCR&R's work to build and maintain the supply of high quality local child care by:

- conducting educational workshops and trainings for child care providers;
- offering technical assistance and resource libraries to new and existing providers, including Out-of-home Relative providers;
- supporting the retention of existing providers.

CCR&R Community Assistance

CCR&R's educate communities about local child care needs and issues by:

- collecting, analyzing, and sharing information on availability, affordability, and quality of local child care;
- identifying gaps in child care services;
- planning and developing new child care options; and providing employers with child care information.

DCF Benefit Rates and Payment Policies

DCF does not make payments to providers. Payment is not guaranteed. Parents/caretakers pay providers with assistance from child care subsidy benefits received and their personal funds.

Providers with approved DCF Provider Agreements must comply with DCF child care payment policies.

State Benefit Rates

DCF child care benefit rates are determined periodically from data gathered by Child Care Aware of Kansas when surveying providers statewide. Hourly rates are set by geographic areas according to results of this rate data analysis. The DCF Maximum Hourly Child Care Benefit Rate Schedule is available to the public at http://content.DCF.ks.gov/ees/KEESM/Appendix/C-18_ProviderRateCht_01-09.pdf. The DCF rates are maximum rates used to determine client benefit amounts. If providers charge less than the maximum hourly rate, DCF will use the provider rate.

Monthly Benefits to Families

Eligible families are issued monthly child care subsidy benefits on the first day of each month. If a family changes providers and there are no subsidy benefits left in the EBT account for that month, the family is responsible for any additional costs for that month. The amount of a family's child care subsidy benefit is determined based on the DCF rate for the selected provider and eligibility information provided by the family. **That subsidy may or may not cover all of the family's monthly child care expenses.** The benefit amount is confidential, but a family may choose to share that information with their provider for rate negotiation purposes.

For new assistance applications, DCF has 30 days to make an eligibility determination. If eligible, initial benefits begin with the date of application and go forward. Providers may require payments from parents prior to eligibility determination. When the parent receives their benefits, the provider may need to make payment adjustments depending on the date of eligibility and any parent payments made.

Any unused benefits from one month will carry over to the next month and will be available for the parent to use to purchase child care.

Special Types of Benefits – The following lists some special types of benefits available.

- Enrollment Fees – DCF can subsidize $10 per child towards a one-time enrollment fee for an approved provider if the provider charges an enrollment fee to the private sector. If the provider charges the private sector more than $10 per child and will not accept the maximum DCF subsidy as payment in full, the parent will be responsible to pay the difference. If the provider charges a family enrollment fee instead of a per child fee, DCF may subsidize $10 per child with a ceiling of $25 for all the children in the household. DCF will provide this subsidy no more than once in a 12 month period. If the parent chooses to change providers within a 12-month period, the parent will be responsible to pay the additional enrollment fee, if necessary. Parents should request this enrollment fee subsidy from the DCF service center handling their child care cases.
- Enhanced Rate Subsidy – Enhanced amounts may be available to pay for child care services (with the parent's chosen provider) for children with physical, emotional, or mental disabilities. Parents will need to contact the DCF service center handling their child care cases to get information about the enhanced rate.

Inappropriate Use of Child Care Subsidy Benefits

When you enroll as a DCF child care provider, you are agreeing to receive child care subsidy benefits (EBT benefits) from parents only for child care services provided. Any inappropriate activity or use of these benefits may result in termination of your provider agreement with DCF, possible overpayments, and possible court action. You could be disqualified from future participation as a provider in the child care subsidy program. Some examples of a provider's inappropriate use of child care benefits are:

- Cashing out benefits for parents
- Refunding any amount of child care subsidy benefits to parents
- Banking benefits for parents for later use
- Collecting and/or using parents' EBT cards or numbers and/or PIN numbers to pay yourself
- Using your EBT benefits (as a child care recipient) to pay yourself (as a child care provider)
- Subcontracting, or receiving benefits for someone who is not a DCF enrolled provider
- Receiving payment from a child care recipient for child care provided to children for whom you are not authorized by DCF to provide care (applicable to Relative and In-Home providers)

If you have questions about whether something is inappropriate, contact DCF provider enrollment staff and ask those questions.

Overpayments

If the agency determines that you have been overpaid child care subsidy benefits, arrangements will be made for you to pay it back. The overpayment may be repaid either in one lump sum or over a period of time. Depending on the nature of the overpayment, the provider agreement may also be terminated.

If you are overpaid by a family for some reason, you will need to make arrangements with the parent to reconcile the difference. This may include applying the overpaid amount to future childcare obligations or coming to a mutual agreement with the parent regarding the method of reconciliation**. Providers must not return cash to the parent from the child care subsidy benefits.** An example of a situation where this might come up is when a parent pays a provider at the beginning of a month for the entire month and the parent changes providers in the middle of the month. If the parent wants the provider to refund the second half of the month to them in cash, that would not be allowable. However, providers may return any monies paid from the parent's own funds (not EBT benefits) to the parent. An example of this type of situation would be when a

parent has paid for the entire month's care while waiting for their application for child care subsidy to be approved. After approval, the provider may return all or part of the money paid from the parent's own funds, depending upon the circumstances. The provider may then accept the childcare subsidy benefits in place of that amount.

Debt Set-Off

According to K.S.A. (1983 supp.) 75-6201 et seq., any person who owes a debt to the State of Kansas or any state agency and who fails to pay the amount owed is subject to potential "debt set off." The Director of Accounts and Reports of the Department of Administration is empowered by law to set off such amount against any money held for, or any money owed to, such debtor by the state or any state agency. If you receive notice of debt set off, information regarding this action can be obtained by calling the Department of Administration in Topeka at 785-296-4628 or email KSSetoff@da.ks.gov. More information on the Debt Set-off program can be found at http://www.da.ks.gov/ar/setoff/.

Tax Information

Providers will need to keep appropriate records of all childcare payments for tax purposes. DCF will not send a Form 1099 to providers for tax purposes, as DCF does not make direct payment to providers. However, the EBT contractor is required to report this income to the IRS and will be sending a FORM 1099. Payment information is also retained in the EBT system, and providers have internet access to this information through the EBT provider portal, www.ebtedge.com.

Providers must give families receipts for all payments made, and note on the receipts amounts paid using EBT benefits and amounts paid using private funds. Families paying child care expenses with state assistance (payments made using the EBT Vision card benefits by POS machine, ARU phone or internet/web) cannot claim this expense towards the income tax child care credit. Any expenses paid by the family using their own private funds may be used towards this tax credit. For income tax purposes, receipts for payments made using private funds are important. .

Electronic Benefit Transfer (EBT) and Kansas Benefits Card

Child care subsidy benefits are provided to families through the Electronic Benefits Transfer (EBT) system. Benefits are put into a Child Care account on the parent's EBT Kansas Benefits card once a month. Parents use these benefits towards the costs of services you provide. Once you have an approved DCF provider agreement, DCF will send your name and information to the EBT contractor. You will then be contacted by the EBT contractor through the mail. The EBT contractor will need to know your bank account information in order to electronically transfer payments into your account from EBT Kansas Benefits card accounts. All EBT payments are made through direct deposit (electronic) into a bank account. Providers must be able to receive payments from parents in this manner. The bank account may be a checking, savings, or pay card account, and must accommodate debits and credits. The EBT contractor will also need to know if you prefer to use a POS (Point of Sale) device to receive payments. Parents can also access their EBT card account and transfer benefits to their child care provider using the ARU (automated response unit), or the web. The only way a parent can use their subsidy is to pay a DCF enrolled provider for child care services. A brief description of the three payment options is listed below. Providers and parents choose which method best meets their needs.

POS (Point of Sale) Device

This is a machine similar to what is used with debit/credit cards at grocery stores. The device will need to be connected to the provider's telephone line. There is a monthly lease cost paid by the child care provider. The parent makes payment by swiping the card through the device, indicating the amount to be paid, and entering a four-digit PIN (personal identification number). This amount is sent electronically to the EBT contractor, who will transfer the amount into the provider's account. A receipt can be printed immediately from the POS printer.

ARU (Automated Response Unit)

This method can be used if a provider does not choose to lease a POS device. Parents using this toll-free telephone option will call a Customer Service number from any touch tone telephone. The parent

must enter their 16-digit Kansas Benefits card number, the provider's ID number, and the amount to be paid. Once completed, an authorization/confirmation number is given to the parent. Since there will not be a printed receipt with this payment method, the parent may then give the authorization/confirmation number to the provider for reference. A sample ARU worksheet is provided in this handbook. Providers may choose to have parents use this form or something similar when making payment over the phone.

Online EBT Account Access and Payment
A parent can access their EBT account online at www.ebtedge.com and transfer benefits to their child care provider to pay for child care services purchased. The parent makes payment to the provider by accessing their benefit account, indicating their child care provider's ID number, the amount to be paid, and entering their four-digit PIN. This amount is sent to the EBT contractor who transfers the amount into the provider's account. The parent can print off a receipt if they have access to a printer.

EBT Payments
All payments made to a provider (using the POS, the ARU, or internet/web) on a particular day will show as one deposit from the EBT contractor on the provider's account statement. The provider will need to keep records indicating individual payments which are included in that lump sum amount. Detailed information on transfers is available on the internet through the EBT provider portal at www.ebtedge.com. Information about EBT transactions is available to DCF staff for monitoring and auditing/review purposes.

Providers are not to request or accept any parent's EBT Kansas Benefits card or Personal identification Number (PIN). A provider found in possession of, or using, any parent's EBT Kansas Benefits card or PIN is subject to termination of their agreement with DCF.

Parents are to enter their PIN and the amount of the payment. This is not to be done by providers.

Providers who also receive child care subsidy benefits may not pay themselves with their own benefits. Providers receiving subsidy benefits must pay their own child care provider using their EBT Kansas Benefits card. Parents must be the ones to make the payment transactions to pay their providers.

Providers must give the parent their DCF Provider ID number in order to make child care subsidy benefit transfers.

NOTE: All EBT transactions are tracked and monitored by DCF.

EBT Contractor Helpdesk Information
The EBT contractor's helpdesk is available 24 hours per day, 7 days per week.

- Client Resource – The EBT contractor's customer service telephone number is 1-800-997-6666. Parents can call this number to get balance information, make child care payments over the telephone (ARU), request assistance with the ARU, get transaction information, PIN information, etc.
- Providers Not Yet Contracted with the EBT Contractor – Providers can call 1-800-894-0050 if they have questions about completing their contract packet or need a new packet.
- Providers Contracted with the EBT Contractor – If providers have already completed their contract and received the training materials but have questions about how parents make payments, POS devices, reconciling a bank statement, tracking down an expected payment, etc., they should call 1-800-831-5235.
- EBT Provider Portal – Once a provider receives notice from the EBT contractor that they are authorized to receive child care payments, they have online access to information about EBT transactions involving their account. Account information is available 24 hours a day, 7 days a week.

  A provider can:
  - View and print their EBT deposits

- View and update their provider information
- Read EBT news and documentation
- View and print their EBT provider agreement

After notification from the EBT contractor, providers may register by going to www.ebtedge.com. You might consider adding this website to your "favorites." Click on either "Provider Login" on the left or "More Information" in the Child Care Providers box. Complete the information to register. Remember your password.

Parent/Provider Contracts and Policies

As a regulated, unregulated or out-of-home relative child care provider, you are a self-employed business person and you are entitled to set up your own contract and policies however you wish. DCF requires the use of parent/provider contracts or agreements for regulated providers. They are also encouraged for all other provider types. The only legal constraint when setting your policies is that your rules cannot violate local, state or federal law. Federal or state laws may prohibit discrimination based on race, color, sex, disability, religion, or national origin. Check your state and local laws for further information. Your local Resource and Referral agency (CC R & R) may be able to offer further advice regarding contracts and policies.

Contracts should contain those items that deal with the parent and the provider's legal rights that can be enforced by a court of law. The most important of these rights is the right of a provider to be paid for child care. Examples of information to be included in contracts are:

- Your name, address and phone numbers
- Names of parent(s) and child for whom you will be providing care
- Addresses, phone numbers, and social security numbers and employers of payers
- Addresses and phone numbers of adults who will pick up/drop off children (some providers request a photo copy of a driver's license or other photo id)
- Days and hours of operation
- Rate of pay and payment schedule
- Scheduled and unscheduled child absences
- Penalty fees (overtime fees, late pickup fees, late payment fees)
- Termination of contract procedures
- Substitute care arrangements
- Sick child exclusion policies
- Medical and emergency release forms

Parents must be given a copy of the signed parent/provider contract or agreement.

At a minimum, contracts must include:

- The rates you charge (if the rates are not included in the text of the contract, you must provide a separate rate sheet.
- When payment is expected.
- Names of children you will be providing care
- A space for both parent and provider to sign and date
- Hours/Days of operation
- Termination of contract procedures

Policies should describe the details of your business and might include the following:

- Description of program philosophy
- Adult to child ratios
- Behavior guidance policy statement
- Basic daily schedule
- Supplies that parents will bring

- Your specific expectations of parents, such as children will arrive fed and fully dressed, etc.
- Plans or procedures for parent/provider meetings or conference
- Regularly scheduled special events, such as visiting the library, etc.
- Transportation of children to school or classes
- Special activities and cost
- Emergency procedures
- Substitute care arrangements
- Persons authorized to pick up a child in the absence of parents
- Illness policy
- Children with special needs
- Other issues
- Provider forms

Provider policies can be changed due to the need of the parent or child at any time.

Two sample copies of parent/provider contracts or agreements are included in the forms section of this handbook. **If you use these samples, make sure that you fill in the information about your facility and your policies before turning in a copy to DCF.**

Attendance Records

Providers must maintain a file of daily attendance records for each DCF eligible child in your care. The records need to include actual time in and time out each day for each child, total hours per week, and the parent's signature. Parents must sign the attendance record at least weekly. The records are to be made available to DCF upon request.

Some sample attendance records are provided in this Handbook. You may use your own form or computer system if it contains the same information as shown on the sample forms. Before you use your own form, please ask your Regional DCF Provider enrollment staff to review it to make sure it meets the requirements.

- **Keep your DCF attendance records for 3 years.** It is very important that these records are kept in the event you are audited/reviewed by DCF, even if your agreement with DCF has ended.
- **Record actual times of attendance.** Your attendance record must show each day the actual times you provided care for each DCF eligible child.
- **Parent's signature.** The attendance record must be signed by the DCF parent at least weekly.
- **Failure to maintain records.** Not completing and retaining these records may result in a determination of incorrect payments to you and/or termination of the DCF Agreement. If you need help with this process or assistance with record keeping, please contact your Regional DCF Provider enrollment staff. These records assure that services being purchased by parents receiving the DCF subsidy benefit are being provided appropriately. Your Child Care Resource and Referral Agency is available to offer tips for managing your business.

Two sample copies of attendance records are included in the forms section of this handbook.

Provider Agreement with DCF

A provider's agreement with DCF will consist of the following parts:

Section 1
The provider identifying information that you submitted on your application to enroll as a DCF child care provider.
Sections 2 through 9
The terms and conditions of the provider agreement below.
Contractual Provisions
As shown following the terms and conditions.
Signed Policy Statement on Discipline (except regulated providers)
See the forms section of this handbook.
Signed Health & Safety Standards
Home Checklist (Out of Home Relative and In-Home providers) – see the forms section of this handbook.

Terms and Conditions of Provider Agreement:

Section 2: Parties to the Agreement
This agreement is entered by and between the party listed in Section 1, called the "Provider" and the Secretary of Kansas Department for Children & Families, called "Secretary." Per K.S.A., 39-708c, the Secretary shall have the power and duty to determine general policies relating to all forms of social welfare which are administered or supervised by the Secretary. The Secretary has deemed it necessary, according to the above statute, to enter into an Agreement with the Provider for child care services. The Provider wishes to enter into an Agreement with the Secretary for such services. This Agreement does not result in employment of the Provider by the State of Kansas. The Provider remains an independent business. The State of Kansas makes no guarantee regarding utilization by eligible recipients or income which may be derived from this Agreement. The parties agree to the terms of Section 3 through and including Section 9.

Section 3: Authority of Agent
The Secretary assures the Provider that the Secretary has the authority to delegate and has delegated the full appropriate legal authority to the Regional Director or Designee to enter into this Agreement as representative and agent to the Secretary in all matters relating to this Agreement's execution and performance.

Section 4: Compensation
This agreement allows participation in the Kansas Child Care Subsidy Assistance Program. The State uses the Electronic Benefit Transfer (EBT) System for payment. Benefits are electronically put on the eligible parent's EBT Kansas Benefits card to use in paying for child care services. DCF will not provide assistance to parents to pay for care provided by members of their own physical household. All overpayments are subject to recovery. Recovery may be from, but not limited to, direct payment back to DCF or the State Debt Set-off program.

Section 5: Billing and Payment

a. DCF will make child care subsidy benefits available to the eligible family on the first day of each month.
b. Providers receive payments for child care electronically according to their parent/provider contract (if applicable). Payments are processed by the State of Kansas EBT contractor.
c. EBT Kansas Benefits cards or personal identification numbers (PINs) are not to be given to providers by parents and providers are not to accept them. **It is the responsibility of the parent – not the provider – to manage and use these benefits.**

Section 6: Provider's Duties

The Secretary reserves the right to terminate the agreement if the provider fails to perform these duties. The provider agrees to:

a. Provide services to DCF recipients as authorized by the Secretary through a child care plan.
b. Accurately maintain all records as required by Federal and State statutes/regulations and DCF policies. The provider will allow and provide access to all such records as may be requested by the Secretary or designee. All records should be kept for a period of three years, including attendance records.
c. Allow access to the child care premises and requested by the Secretary or designee and/or the Kansas Department of Health and Environment, Child Care Surveyor. This may be for the purpose of determining whether the provider is in compliance with all laws for child care homes. Any findings may result in enforcement action by the Secretary and/or the Kansas Department of Health and Environment.
d. Maintain all assurances required for attachments to this agreement.
e. Notify the Secretary or designee immediately upon forfeiture or loss of operating license for any reason or if enforcement action is pending with the regulatory agency.
f. Not enter into sub-contracts or assign any part of the service performed under this agreement without obtaining approval of the Secretary or designee.
g. Comply with all applicable child care provider statutes, regulations and policies.
h. Provide parent/caretaker with Provider identification number and tax identification number or social security number for income tax reporting.
i. Respect a family's right to privacy. The disclosure of any information for any purpose not directly connected with the provider's responsibilities as a DCF enrolled child care provider is prohibited except on written consent of the parent, responsible adult, or upon the order of an appropriate court.
j. Authorize the use of their social security number in administration of DCF programs.
k. Abide by DCF Policy Statement on Discipline.
l. Comply with all applicable State and Federal laws, statutes, and regulations, such as, but not limited to, provision of the Americans with Disabilities Act.
m. Provide care only for the children indicated in this agreement. Providing care for any other children requires completion and approval of a separate agreement (Relative/In-Home only).
n. Use a DCF approved, written contract with parents outlining rules and payment policies. If payment policies are changed, advise DCF provider enrollment staff for their approval. Provide parents with a signed copy of the current contract Regulated/Unregulated only).

Section 7: Private Liability

This Provider agrees not to bill DCF or otherwise attempt to collect payments from DCF for debts owed by a DCF child care subsidy recipient. This would include, but is not limited to, benefits transferred to the parent's child care account by DCF to assist with child care costs, or other charges incurred by the DCF recipient.

Section 8: Incorporation by Reference

The provisions found in Contractual Provision Attachment (DA146-A) attached and executed by the parties to this agreement, are incorporated in this Agreement and made a part of this Agreement. Provisions found in the Kansas Economic and Employment Support Manual are incorporated and made a part of this Agreement.

Section 9: Termination of Provider Agreement

This Agreement may be cancelled by either party by providing written notice at least thirty days in advance of the effective date of the termination. No reason need be given. The provider shall not perform DCF child care services after the termination date.

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Regulated Providers

A Regulated child care provider is one who:

- **Has a current KDHE temporary or permanent license. If you are <u>not</u> licensed through KDHE, you must first be licensed before DCF will consider your application to enroll as a regulated provider.**

Regulated Provider Responsibilities:

- Provide DCF with information regarding your KDHE status including any enforcement actions (notices), or changes. Regulated providers must continue to be in compliance with KDHE regulations when receiving payments from families using the DCF child care subsidy.
- All KDHE regulated providers requesting DCF enrollment must have a current KDHE license and must not be under any KDHE enforcement actions. Please include a current license copy with the enrollment documents.
- Develop and use a parent/provider contract or agreement that outlines your rules and payment policies. For assistance in developing policies and contracts, call 1-877-678-2548 Child Care Aware of Kansas or your local Resource & Referral Agency for more information. A copy of your parent/provider contract or agreement must be submitted to DCF provider enrollment staff who will review it to ensure that it is fair and reasonable for all parties. Anytime you plan to make a change in your rates or payment policies, a revised copy of your parent/provider contract must be submitted. Two sample agreements are included in the forms section of this handbook. Providers must give a current copy or updated copy of their signed parent/provider contract or agreement to each parent for their records.
- Cannot charge families receiving the DCF subsidy more than private pay families. Providers can, however, have sliding fee scales applicable to all parents or offer discounts that may reduce the cost of care.
- Must report when they suspect a child has been injured as a result of abuse or neglect. A report shall be made to DCF, Protection Reporting Center (1-800-922-5330), or the local law enforcement agency.
- Must maintain a facility that meets or exceeds minimum licensing regulations.
- Must keep business policies and signed parent/provider contracts or agreements for a period of three years, even if DCF agreement has ended. This is for auditing/review purposes.
- Maintain confidentiality of any information received regarding child care subsidy cases. A parent's child care subsidy benefit amount is confidential information. A parent may choose to disclose this information for rate negotiation purposes.
- Notify DCF provider enrollment staff when any of the following occur:
    a. You change your operation (e.g., name change, address, telephone numbers, ownership, type of facility, household members/staff, rates charged or specialized services available for a child with disabilities).
    b. Your temporary permit has expired and a delay in the issuance of a new license has occurred with or without a known reason, OR if your license is expired, suspended, or revoked.
    c. You change your parent/provider contract or agreement regarding payment policies.
    d. You change your rates.

Rate Changes

Any modifications made to the provider rates will require an updated provider agreement or a rate modification form to be completed. An updated parent/provider contract will also be required. It is the provider's responsibility to keep DCF informed of their current charges at all times in order to ensure accurate client benefits are issued.

Unregulated Providers

An Unregulated child care provider is one who meets either of the following criteria:

- **Is licensed outside of the State of Kansas**
- **Is exempt from KDHE licensing requirements**

Provider Responsibilities:

- A provider who is exempt from KDHE licensing must provide verification of exempt status. If the program is not located at a school attendance center, fire inspection documentation is required.
- All other unregulated provider types must provide standards set by sponsoring state or agency.
- Providers must sign a policy statement on discipline. A copy of this statement is included in the forms section of this handbook and your signed copy will be a part of your provider agreement with DCF.
- Providers cannot charge families receiving the DCF subsidy more than private pay families. Providers can, however, have sliding fee scales applicable to all parents or offer discounts that may reduce the cost of care**.**
- All Unregulated legally exempt facilities are expected to maintain a facility that meets or exceeds minimum standards required for the provider type.

- Notify DCF provider enrollment staff when any of the following occur:
    a. You change your operation (e.g., name change, address, telephone numbers, ownership, type of facility, rates charged or specialized services available for a child with disabilities).
    b. Your temporary permit has expired and a delay in the issuance of a new license has occurred with or without a known reason, OR if your license is expired, suspended, or revoked.
    c. You change your rates.
    d. You have changes in staff, including volunteers.
- Must keep business policies and signed parent/provider contracts for a period of three years. This is for auditing/review purposes.
- Maintain confidentiality of any information received regarding child care subsidy cases. A parent's child care subsidy benefit amount is confidential information. A parent may choose to disclose this information for rate negotiation purposes.

Rate Changes

Any modifications made to the provider rates will require an updated provider agreement or a rate modification form to be completed. An updated parent/provider contract will also be required. It is the provider's responsibility to keep DCF informed of their current charges at all times in order to ensure accurate client benefits are issued.

Out-Of-Home Relative Providers

An Out of Home Relative child care provider is one who:

- **Provides care for a relative's child outside of that child's home.**
- **Must be at least 18 years of age and a grandparent, great grandparent, sibling, or aunt/uncle of the child.**
- **Is related through marriage, blood relationship or court decree. You may be asked to verify your relationship to the child.**
- **Cares for 6 or fewer related children under 16 years of age (including the provider's own children), and provides care for less than 24 hours a day.**
- **Must have a referral from a DCF worker to enroll as an Out of Home Relative provider.**

Provider Responsibilities:

- Providers must sign a policy statement on discipline. A copy of this statement is included in the forms section of this handbook and your signed copy will be a part of your provider agreement with DCF.
- Out of Home Relative providers are expected to complete a Health & Safety checklist with the parent/guardian and to ensure standards are maintained in the home where care is provided. Provider and parent must sign the Health & Safety checklist.
- Notify DCF when you have a change of name, address change, change in telephone numbers, household members change.

In-Home Providers

An In-Home child care provider is one who:

- **Is employed by the parent to provide care for a child in that child's home.**
- **Is not a member of that child's household.**
- **Must be at least 18 years of age.**
- **Is not the child's own parent, guardian or primary caretaker.**
- **Provides care for less than 24 hours a day.**
- **Must have a referral from a DCF worker to enroll as an In-Home child care provider.**

Provider Responsibilities:

- Providers must sign a policy statement on discipline. A copy of this statement is included in the forms section of this handbook and your signed copy will be a part of your provider agreement with DCF.
- In-Home providers are expected to complete a Health & Safety checklist with the parent/guardian and to ensure standards are maintained in the home where care is provided. Provider and parent must sign the Health & Safety checklist.
- Notify DCF when you have a change of name, address change, change in telephone numbers.

Tax Information

As an in-home provider, you are considered to be an employee of the parent. Parents should consult a tax professional regarding payroll taxes. The parent must contact the Internal Revenue Service for information related to minimum wage requirements, tax liability, and to obtain an Employer Identification Number (EIN). The parent/caretaker as an employer is responsible for all taxes and withholding (both the employee's and the employer's share), and they cannot be paid using EBT child care benefits. The IRS may be contacted at www.IRS.gov or by telephone at 1-800-829-4933.

Commonly Asked Questions

Question: **What is EBT?**
Answer: EBT stands for electronic benefit transfer. The Kansas EBT system delivers cash, child care assistance and food benefits to eligible persons through the Kansas Benefits card. EBT is an extremely efficient benefit delivery system.

Question: **How does payment for child care on EBT work?**
Answer: DCF does not pay providers directly. DCF issues parents a child care subsidy benefit on the 1st day of every month. Parents use those benefits towards services provided throughout the month. The benefit can be transferred at an amount and frequency agreed upon between the parent and provider. The benefit is based on hours needed per month, the hourly rate (state

rate) of the chosen provider type, family size and income. Parents use their benefits to make child care payments electronically to DCF enrolled providers only.

Question: **How will the parent make payment using their DCF childcare subsidy benefit?**
Answer: There are three methods of payment available. The first is through a POS (Point of Sale) device. The provider may lease the POS device to use with parents receiving DCF subsidy benefits. The second is through an ARU (Audio Response Unit). This is a toll-free telephone payment option. Parents may use the ARU from any location and at any time using a touch-tone telephone. This method can be used with providers not wishing to lease a POS device. It is NOT recommended that parents use a pay phone to check balances and/or make payments. The third method is through an internet site where the parent accesses their EBT Kansas Benefits card account and transfers benefits to their child care provider's bank account or pay card to apply to the cost of services purchased.

Question: **Will there be an audit/review of monthly childcare plans and payments made by parents?**
Answer: Yes. Random audits/reviews will be conducted to verify usage of child care benefits. EBT transaction information is available to DCF staff for monitoring, audit or review purposes.

Question: **Will any unused subsidy benefit be carried over?**
Answer: Yes. Child care subsidy benefits are used on a first in and first out basis. Unused benefits from one month will be carried over to the next month for a limited time only. If parents do not use the subsidy benefits within 90 days from when they were issued, the benefits will be removed from the account.

Question: **If a parent has 2 or more providers, how will the benefits be put on their EBT account? Will the parent know how much benefit is for each provider?**
Answer: A parent having more than 1 child care provider will have the total of all authorized plans in their EBT child care Kansas Benefits card account. The parent will have a summary of these child care plans and will know what the totals are for each plan.

Question: **If parents show up and tell me they "have funds", how soon will I know if they really "have funds?"**
Answer: After parents are determined eligible for child care assistance, a notice of eligibility will be sent to the child care provider to advise them of the child's eligibility.

Question: **Will registration fee assistance be put on the EBT Kansas Benefits card?**
Answer: Yes. If a parent is eligible for enrollment fee assistance, this amount may be added to the child care subsidy benefit on the EBT Kansas Benefits card.

Question: **Can multiple family members use the same EBT Kansas Benefits card?**
Answer: Yes. Kansas Benefits cards are issued to the primary individual on a particular assistance case, but access can also be given to other adults on the same case of in some instances, an authorized representative named by the primary individual. The authorized representative does not need to be on the assistance case.

Question: **Does electronic deposit have to be to a checking account?**
Answer: No. A checking, savings, or pay card account can be used. The account should be able to accept a debit and credit from the EBT contractor. Banks will be able to tell providers which options they offer. Pay card accounts are another option for individuals who do not wish to use, or may have trouble opening a checking or savings account. Many retailers and some banks offer this type of account.

Question: **Will the parent have access to a provider's bank account?**

Answer: No. Provider bank account information is maintained and stored by the EBT contractor. When a parent initiates payment to a provider, that information is sent to the EBT contractor for electronic processing. The EBT contractor electronically deposits the requested amount into the provider's account.

Question: **How will I bill parents receiving DCF subsidy benefits?**
Answer: Providers are required to treat parents receiving DCF subsidy benefits the same way they treat private pay parents. If a provider gets paid in advance of service from private pay parents, then they should also apply this practice to parents receiving DCF subsidy benefits. If a provider charges a weekly rate, then they should also charge the parents receiving the DCF subsidy benefits by the week. Providers should discuss policies upfront with all parents so they can make an informed choice in provider selection. Providers must have parents review and sign their parent/provider contract/agreement (Regulated/UnRegulated only). Parents must be provided with a copy of the signed agreement (Regulated/UnRegulated only). Remember that parents receiving the DCF subsidy benefits may not be charged more than private pay parents.

Question: **What happens if a parent receiving DCF subsidy benefits doesn't pay or refuses to pay?**
Answer: Non-payment issues with parents receiving the DCF subsidy should be treated in the same manner as non-payment issues with private pay parents. DCF will not mediate these disputes.

Question: **How will I know if a parent is eligible for DCF subsidy benefits?**
Answer: Providers will receive an eligibility notice when children in their care are approved for child care subsidy benefits.

Question: **How will I know the amount of the parent's subsidy benefit?**
Answer: This amount of a parent's subsidy benefit is confidential. A parent may, however, choose to disclose this information to a provider for rate negotiation purposes.

Question: **What happens if the parent runs out of subsidy benefits in their account or their DCF subsidy doesn't cover the full cost of care?**
Answer: Costs and payment policies should be addressed upfront with the parent. Benefits are based on need and DCF benefit rates. If the benefit does not cover all costs, an alternate payment plan will need to be developed between the parent and provider. Subsidy benefits will not cover the full cost of care at private pay rates in most cases.

Question: **What if the parent has more subsidy benefits in their account than the cost of the care for the month?**
Answer: This could occur due to current budgeting methods used to determine benefit amounts. Providers must charge parents only for services received per their agreement with the parents.

Question: **Can providers who currently have POS machines that accept debit/credit cards use their existing equipment?**
Answer: No. Third party processors are not available.

Question: **Do receipts from POS transactions show a provider's bank account number?**
Answer: No.

Question: **Can providers charge their private pay rates to DCF parents?**
Answer: Yes. DCF does not limit providers to charging the DCF rate. Providers and parents work together on the amount charged and frequency of payment. The parents' benefit level is based on the DCF subsidy rate, not private pay rate. Providers can charge parents receiving DCF subsidy benefits the same as private pay parents, or parents and providers can negotiate a reduced rate. If parents receiving DCF subsidy benefits choose a provider who charges them the private pay rate, the parent will be responsible for paying the difference. If a provider

chooses to charge parents receiving DCF subsidy benefits the private pay rate, the provider should be prepared for parents receiving DCF subsidy benefits to move their children due to cost. Providers may not charge parents receiving DCF subsidy benefits more than the private pay rate, and are encouraged to offer a discount or a sliding fee scale if they are able to do so.

Question: **Can I enroll online to become a DCF child care provider?**
Answer: Yes. You can enroll online at this web site: https://kscapportalp.srs.ks.gov/provider. You may need to copy and paste this address in your browser.

Question: **I am enrolled as a DCF provider, and I used the paper application when I enrolled. My review will be coming up soon. Can I complete the review application on line?**
Answer: Yes, you can complete the review application on line at the web address listed above. The first time you use this portal to enroll or to complete your review, you will need to complete all fields. The next time you use the portal to complete a review, many of the fields will show the information you entered the time before, and you will need to update them if the information has changed.

Consent for Medical Care

Consult local hospital to be sure this form is acceptable. Written permission of the parent, guardian or legal custodian, for emergency medical treatment must be on file <u>with the provider</u> for each child, on a form that meets the requirements of the hospital or clinic where emergency care will be given.

I, _____ , parent or legal guardian of _____

born _____/____/_____ , do hereby consent to any medical or surgical care and administration

of anesthesia determined by a physician to be necessary for the welfare of _____

while said child is under care of _____

_____

Signature of Parent or Legal Guardian

****

<u>State of Kansas</u>

Acknowledged before me this _____ day of _____

_____

Signature of Notary Public

My commission expires _____/_____/_____

****

Physician: _____ Address: _____ Ph: _____

Hospital Preference: _____

Emergency Phone Numbers: _____

Home Father Wk Mother Wk

Do you have Health Insurance? _____ Policy Name and Number: _____

Do you receive medical assistance? _____ Program and Care Number: _____

Is child eligible for military medical care? _____ ID Number: _____

Medical Information on Child: (see attached information)

Do not return this form to DCF – it is to be maintained by the provider.

DEPARTMENT FOR CHILDREN AND FAMILIES 185137 01/01
P 0 BOX 1424
TOPEKA KS 66601

SMITH, MICHELLE
509 S. WALNUT
TOPEKA, KS 66608

STATE OF KANSAS
DEPARTMENT FOR CHILDREN AND FAMILIES
ELIGIBILITY NOTICE P202

DATE: 01/07/09

PROV NAME: SMITH, MICHELE PROV-ID: B988581

Child care plans/benefits have been authorized for the following children in your care: Jonathan Jones

If you are receiving this notice and you are not caring for the children mentioned, please notify DCF.

Child care subsidy benefits are authorized from 01/01/09 to 12/31/09. You will be notified if these child care plans end prior
to this date. Parents•Guardians-Caretakers are responsible to report certain changes within 10 days, Changes may impact benefits.

COMMENTS:

If you have questions, call Susie Worker at 555-6666

FOR ADDITIONAL INFORMATION, CONTACT: SUSIE WORKER

DEPARTMENT FOR CHILDREN AND FAMILIES 185137
P 0 BOX 1424
TOPEKA KS 66601

(785) 555-6666

PAGE 01 OF 01

SAMPLE

Child Care Subsidy Audio Response Unit (ARU/SIVR) Worksheet

This worksheet can be used by the parent to record their electronic payments to their provider. It may also be used as a receipt for either parents or providers. Parents always make the transaction. Providers never make the transaction or have any parent's EBT Kansas Benefits card or PIN.

This form may be completed when a Point of Sale (POS) machine is **not** used and when using the toll free telephone number, 1-800-997-6666. ***Be sure to have your EBT Kansas Benefits card ready for your card number, your PIN and Provider ID# ready and follow the instructions during the call.***

1. **Date:** _____ **Time**: _____
   (If the payment is transferred prior to 6pm it should be deposited in the provider's account the next business day - weekends and holidays are not considered business days).

2. **Provider Name**: _____.

3. **Provider ID number**: _____.

4. **Parent Name**: _____.

5. **Alternate Payee Name (If needed)**: _____.

6. **Child Name(s)**: _____.

   _____.

   _____.

7. **Period of time payment covers**:
   From: _____ To: _____.

8. Amount of **CC Benefits from the EBT Kansas Benefits card transferred to provider's Account:**
   $ _____.

9. **Amount of non-child care benefits (personal funds used to meet this child care payment). If none was used, indicate none**: $ _____.

10. **Authorization (confirmation) Number:** _____
    (given after CC transaction completed)

Parent/Alternate Signature **Provider Signature**

_____ _____

Original - client, Copy - provider

Sample Contract #1: **If using this sample contract, be sure to fill in the information about your facility and your policies before turning in a copy to DCF.**

PROVIDER NAME
PROVIDER ADDRESS
PROVIDER PHONE NUMBERS
HOURS/DAYS OF OPERATION

This contract is made between _____ and _____ for the
(Provider name) (Parent/Guardian name)
care of _____ at the home of the provider.
(Child(ren) names

The payment/fee shall be $_____per week, $_____per day, or $_____per hour.

Care for the children listed above shall be provided normally from _____a.m./p.m. to _____a.m./p.m. on these days: (circle all that apply)

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Additional Fees:_____

Payments shall be due _____

This Contract may be terminated by either the parent(s)/guardian(s) or by the provider by giving a written notice of _____ in advance of the ending date. The provider may immediately terminate the contract without giving any notice if the parent(s)/guardian(s) do not make payments when due.

The signature of the parent(s)/guardian(s) to this contract also indicates that they agree to abide by the written policies of the provider. The provider may change these written policies from time to time.

_____
Parent Signature Date

_____
Parent address

_____
Parent Phone Numbers

_____
Provider Signature Date

Sample Contract #2: **If using this sample contract, be sure to fill in the information about your facility and your policies before turning in a copy to DCF.**

PROVIDER NAME
PROVIDER ADDRESS
PROVIDER PHONE NUMBERS
HOURS/DAYS OF OPERATION

This contract is made between _____ and _____ for the
(Provider name) (Parent(s)/Guardian(s) name)
care of _____ at the home of the provider.
(Child(ren) names

The payment/fee shall be $_____per week, $_____per day, or $_____per hour.

Care for the children listed above shall be provided normally from _____a.m./p.m. to _____a.m./p.m. on these days: (circle all that apply)

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Additional Fees:_____

Payment shall be due on_____

Overtime Rates
For the purpose of this agreement, overtime will be considered as drop-off time before _____a.m./p.m. and pick up time after _____a.m./p.m.

If the parent(s)/guardian(s) make prior arrangements with the provider, the child may stay overtime at the following rate: _____per hour or portion thereof.

If the parent(s)/guardian(s) has not informed the provider that they will be arriving earlier or later than agreed upon times, the following rate will be charged:_____per hour or portion thereof.

Holidays-Vacations-Other Absences
The following are paid holidays when they fall on a day regularly scheduled for care:_____
_____

Charges for a child's absence will be:_____

Charges related to provider's illness or other emergency that prohibits care will be:_____
_____

Charges related to the provider's scheduled vacation are:_____

Charges related to the parent(s)/guardian(s) scheduled vacation are:_____

Other:_____

Other Charges
There will be an extra charge for infant supplies when not provided by the parent(s)/guardian(s).
A deposit is required to be paid before care begins. This deposit will be applied to the last week of care or forfeited if the child does not come for care as agreed.

Termination Procedure
This contract may be terminated by either parent(s)/guardian(s) or provider by giving _____weeks written notice in advance of the ending date. Payment by parent(s)/guardian(s) is due for the notice period whether or not the child is brought to the provider for care. The provider may terminate the contract without giving any notice if the parent(s)/guardian(s) does not make payments when due. Failure by the provider to enforce one or more terms of the contract does not waive the right of the provider to enforce any other terms of the contract.

Signatures
By signing this contract, parent(s)/guardian(s) agree to abide by the written policies of the provider. The provider may amend the policies by giving the parent(s)/guardian(s) a copy of the new or changed policies at least _____weeks before they go into effect.

Provider's signature_____Date_____

Parent(s)/Guardian(s) signature_____Date_____

Co-signer's signature_____Date_____

If the parent or guardian is under age 18, a co-signer must sign this agreement and act as a guarantor to the contract and agree to be bound by all financial terms.

Daily Attendance Record ES-1604
Sample Form Rev. 05-05

Child's Name: _____

Month: _____

Day of the Month	In	Out	Parent's Signature	Total Daily Hours
1st				
2nd				
3rd				
4th				
5th				
6th				
7th				
8th				
9th				
10th				
11th				
12th				
13th				
14th				
15th				
Page Total				

Day of the Week	In	Out	Parent's Signature	Total Daily Hours
16th				
17th				
18th				
19th				
20th				
21st				
22nd				
23rd				
24th				
25th				
26th				
27th				
28th				
29th				
30th				
31st				
Total Hours for the Month				

Provider's Signature _____ **Date** _____

Parent's Signature _____ **Date** _____

(Provider's Name)

_____ **Weekly Log for_____ thru _____**

CHILD'S NAME	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total hrs	Signature
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	Weekly	

POLICY STATEMENT ON DISCIPLINE
DCF Child Care Providers

The following are some examples of ***unacceptable*** forms of discipline:

Humiliating, frightening or physically harming a child;

Punishing such as spanking (with the hand or any object), slapping, shaking, swatting, pulling hair, dunking, yanking the arm or anything similar;

Making verbal remarks using sarcasm, put-downs, verbal cuts, derogatory remarks, any other verbal abuse, and threats about the child or the child's family.

Binding or tying to restrict movement, or ***enclosing*** in a confined space such as a closet, locked room, furniture, box or cubicle;

Withholding or forcing foods or liquids;

Placing substances which sting or burn on any of a child's body parts.

It shall be the policy of the Department for Children & Families not to purchase or continue to purchase services from providers who use unacceptable discipline.

Discipline is an essential part of child rearing, and when used positively it contributes to the healthy growth and development of a child. Positive discipline establishes acceptable patterns of behavior that promote behaviors beneficial to the child's development and welfare. It changes or eliminates behaviors which are injurious to the child's well-being. Positive discipline is encouraged as an important part of child rearing for children and youth for whom the Department for Children & Families purchases and/or provides services and care.

Positive discipline, when used for purposes of guiding and teaching the child, provides to the child encouragement, a sense of satisfaction, and it helps the child understand the consequences of behavior. Effective, positive discipline imposes behavioral limits on the child which can provide a sense of security, a respect for order, and enable the child to predict and understand surroundings. Positive discipline effectively enlists the child's help rather than locking the child and adult into a power struggle or adversarial, punishing relationship. Positive discipline promotes the child's discovery of those values that will be of the greatest benefit to the child, both now and in the future.

_____ _____

Provider's Signature Date

HEALTH AND SAFETY STANDARDS – Home Checklist

INSTRUCTIONS: To be completed by the parent/guardian by conducting a walk-through inspection with the provider in the home where care will be given. The signatures below certify that a walk-through inspection has been conducted by both parties.

Parent's Name (Please Print): _____

Parent's Address (include city or town): _____

Address where care will be provided (include city or town): _____

Yes	No	N\A*	(*If N\A please explain below)
			Medications, household poisons, dangerous substances and instruments or tools are out of reach or locked up.
			Food is stored separately from cleaning supplies and other household products.
			Home is clean, uncluttered and safe.
			Any crib being used was purchased (new) on or after June 28, 2011.
			Exits are free from trash and other objects.
			Electrical outlets are covered with safety caps if children are under 5 years old.
			Guns on the property are in locked storage or have trigger locks installed.
			Toys and play equipment are clean and safe.
			Working telephone must be on site during all hours that children are in care.
			Emergency telephone numbers are posted and easily accessible.
			Stairways are railed and guarded if children are under 2 ½ years old.
			Outside play areas are fenced and adult supervised, free from trash and other dangerous objects.
			Outside play equipment is anchored and in good repair.
			Emergency plans are developed and discussed in case of fire, tornadoes, storms, and floods.
			Emergency procedures are posted in case of an accident.
			Emergency Medical Release forms (Consent for Medical Care) for the children are signed and on file at the location of care.
			Smoke alarms are installed and working properly.
			Smoke free policy is in effect during hours of care. This includes the provider, other residents of the home and all visitors to the home.
			DCF Policy Statement on Discipline has been discussed, is understood, and signed by the provider.

*Any marked N/A requires explanation:

_____

_____

_____

_____

I acknowledge that I am fully responsible if standards are not met or maintained.

Parent/Guardian Signature : _____ Date: _____

Provider Signature: _____ Date: _____

Department for Children
and Families

Economic and
Employment Services

Strong Families Make a Strong Kansas

C-10 ES-1655
REV 03/14