



Child Care Provider Handbook

Table of Contents

SECTION I: Introduction	5
What is the Child Care Provider Handbook?	5
What is Child Care Subsidy?	5
Additional CCDF Resources.....	5
SECTION II: General Information for All DCF Child Care Providers	6
Provider Eligibility	6
Approval Process	8
Provider Responsibilities	8
Violations of the Provider Agreement.....	9
DCF Benefit Rates and Payment Policies.....	10
Family/Provider Contracts and Policies.....	14
Rate Changes	15
Attendance Records.....	15
SECTION III: Information for Specific Provider Types.....	16
Licensed Child Care Providers.....	16
Responsibilities:	16
Unregulated Providers	16
Responsibilities:	16
Out-Of-Home Relative Providers.....	17
Responsibilities:	17
In-Home Relative Providers	17
Provider Responsibilities	17
Tax Information	17
SECTION IV: Provider Agreement with DCF	18
Terms and Conditions of Provider Agreement:.....	18
SECTION V: Frequently Asked Questions.....	21
SECTION VI: Provider Resources & Forms	24
Provider Resources.....	24
Kansas Department for Health and Environment (Child Care Licensing)	24
Kansas Quality Network (KQN)	24
Child Care Resource and Referral (CCR&R) Information	24

Kansas Child Care Training Opportunities, Inc. (KCCTO).....24

 Sample Consent for Medical Care Form 25

 Eligibility Notice Example 27

 Child Care Subsidy Audio Response Unit (ARU/SIVR) Worksheet..... 28

 Sample Contract #1:..... 30

 Sample Contract #2:..... 32

 Sample DCF Attendance Record..... 34

 Policy Statement on Discipline 36

 Health & Safety Standards – Home Checklist 37

SECTION I: Introduction

Thank you for your interest in becoming a Kansas Department for Children and Families (DCF) child care provider for families who may be eligible for DCF child care subsidy.

What is the Child Care Provider Handbook?

The purpose of the DCF Child Care Provider Handbook is to provide a starting point for child care providers looking to support families in their community who benefit from DCF child care subsidy. It includes the necessary information needed to participate as a provider, as well as resources to help support the provider with their business and the families they serve.

The handbook is used by organizations within the state to develop appropriate training and resources for providers within the state currently providing care to subsidy enrolled families or those looking to get started.

What is Child Care Subsidy?

Subsidized child care services are funded by the Child Care and Development Fund (CCDF) to promote family economic self-sufficiency by providing access to affordable, high-quality early care and afterschool programs for all children. Through partnerships with enrolled child care providers, child care subsidy funds support children and their families in paying for child care that supports their needs and provides children opportunities for a successful future.

The Child Care and Development Fund is a multibillion-dollar federal and state partnership, administered at the Federal level by The Office of Child Care (OCC). Its purpose is to promote family economic self-sufficiency and to help children succeed in school and life through affordable, high-quality early care and afterschool programs. (Source: <https://www.acf.hhs.gov/occ/about/what-we-do>)

Additional CCDF Resources

- [What We Do | The Administration for Children and Families](#)
- [Office of Child Care Fact Sheet](#)
- [Child Care and Development Fund Home Page](#)

SECTION II: General Information for All DCF Child Care Providers

Provider Eligibility

Parents whose children receive subsidy have the option to choose the type of child care provider that fits their family's needs. There are four types of providers who can enroll with DCF:

A Licensed child care provider is one who has a current KDHE license.

- If you are not licensed through KDHE, you must first apply and be approved for a license from KDHE before DCF will consider your application to enroll as a provider.
- A facility with a Temporary Permit is not considered licensed. DCF will not consider your application until you are licensed through KDHE.

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

- Is licensed by another state and a CCDF subsidy provider in that state
- Is under the jurisdiction of the federal government or a tribe

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. Cousins and great aunts/uncles do not meet the relationship requirement.
- Is related to all children for whom care will be provided, through marriage, blood relationship or court decree. You may be asked to verify your relationship to each child.
- Cannot reside with the child nor be the child's own parent, guardian or primary caretaker
- Cares for six 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 Relative child care provider is one who is employed by the parent to provide care for a child **in that child's home**.

- Must be at least 18 years of age and a grandparent, great grandparent, sibling, or aunt/uncle of the child. Cousins and great aunts/uncles do not meet the relationship requirement.
- Is related to all children for whom care will be provided, through marriage, blood relationship or court decree. You may be asked to verify your relationship to each child.
- Cannot reside with the child nor be the child's own parent, guardian or primary caretaker
- Cares for six or fewer children under 16 years of age, (including the provider's own children if applicable), and provides care for less than 24 hours a day
- Must have a referral from a DCF worker to enroll as an In-Home Relative child care provider.

ALL DCF Child Care Providers, must be U.S. citizens or legally residing in the U.S. with a valid Social Security number. DCF completes extensive background checks on the provider, household members, age 10 or older, and volunteers (if applicable). These background checks may include a Child Abuse-Neglect Registry check, a check of the Adult Abuse, Neglect, 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 his/her facility appear on the Child Abuse-Neglect Registry, the Adult Abuse, Neglect, Exploitation Registry, KASPER, or has a felony conviction.

Your Child Care Provider Business and Tax Status

- This means as a child care provider you are responsible for the children in your care, keeping all required business records and paying taxes on your income.
- Child Care Providers with approved DCF Provider Agreements agree to receive child care subsidy benefits (EBT benefits) from families who are eligible for DCF child care assistance.
- Please refer to www.irs.gov for additional statutes and regulations regarding self-employment as a Child Care Provider.

Why does DCF ask for your Social Security Number or IRS number

- The Internal Revenue Service (IRS) Section 530 of the Revenue Act of 1978, requires an SSN or ITIN to be legally eligible to work in the United States. If DCF does not receive a valid social security number, the required background checks cannot be completed. By providing a valid social security number DCF can verify the proposed child care provider is who they say they are. This reinforces that a comprehensive background check has been completed successfully and the provider is legally cleared to provide child care. The following is acceptable proof of eligibility to be employed in the US:
 - a Social Security Card.
 - a U.S. birth or birth abroad certificate.
 - a Native American tribal document.
 - a U.S. citizen ID card.
 - a resident citizen ID card, or.
 - unexpired employment authorization documents issued by the Department of Homeland Security.
- Although DCF keeps track of all EBT payments made to child care providers, DCF does not send the providers a tax form. Instead, the EBT contractor (FIS) is required to report this income to the IRS and FIS sends a FORM 1099 at the end of the year. It is important you keep your payment receipts and refunds for your records. You must report this income for tax purposes.
- The name you give DCF must match your name with the IRS. If your name and number are not valid, DCF cannot process your agreement.

Privacy Notice Act

- Section 6109 of the Internal Revenue Code requires you to provide your correct SSN or ITIN to persons (including Federal Agencies) who are required to file information returns with the IRS. Certain penalties may also apply for providing false or fraudulent information.

Social Security Numbers (Privacy Act of 1974 1677(b)) and CCDF Final Rule 98.15(b)(13)

- In Kansas, the Social Security Number is not required for child care eligibility and eligibility will not be denied due to the failure of the applicant to provide a Social Security Number.
- By providing your Social Security Number, you are allowing KS DCF to complete your comprehensive background check, which may include; verifying your identity, confirming the SSN or ITIN number is valid, verifying employment, Child Abuse-Neglect Registry check, a check of the Adult Abuse, Neglect, Exploitation Registry, a check of the Kansas Adult Supervised Population Electronic Repository (KASPER) and other available registries.
- A background check is required for all child care providers wishing to have an agreement with DCF. However, only licensed child care providers, are required to submit fingerprints.

See ["Information for Specific Provider Types"](#) for additional information

Approval Process

Once approved, providers will receive a copy of their signed provider agreement, which will consist of:

- Identifying information submitted on the enrollment application for 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 Licensed
- Health and safety standards - home checklist (see forms section of this handbook) for out-of-home and in-home relative child care providers

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

Provider Responsibilities

All approved DCF providers commit to the following:

- Providers must keep enrollment records for a period of three years, even if the DCF agreement has ended. This includes the Parent/Provider Contract. This is for auditing/review purposes.
- Collect new updated family/provider contracts, signed by currently enrolled families, each time a change occurs such as a rate change, hours of operation, ownership change, address change, name change or a new enrollment after a gap in care.
- Record daily attendance with actual sign in and out times (indicating am/pm and not estimating or rounding up/down the time.) Records should be maintained for a period of three years, even if the DCF agreement has ended, for auditing/review purposes. See [Attendance Records](#) for more information.
- Receive Child Care subsidy benefits (Electronic Benefits Transfer benefits) from families only for children attending the facility, not to hold or reserve a spot for a child who is not currently enrolled or attending.
- Accept payment only for children residing outside their home. If you are a foster parent, please contact your local DCF office for guidelines on being a foster parent who is also a child care provider.
- Maintain accurate payment records/receipts for a period of three years, even if the DCF agreement has ended, for auditing/review purposes.
- Discuss payment policies with families and provide receipts for ALL payments. See additional information under [Tax Information](#).
- Notify DCF provider enrollment staff when a child no longer attends, transfers, or is no longer enrolled.
- Notify DCF provider enrollment staff when a change in operation occurs. (e.g. name change, address, telephone numbers, ownership, household members/staff, hourly rates changed to the private sector, or specialized services available for a child with disabilities).
- Notify DCF provider enrollment staff if you suspect child care subsidy funds are being misused.
- Respond to all requests for information by DCF.
- Provide copies of documents requested by auditors/reviewers. **A financial audit/review of records may occur at any time.**
- Return 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.
- Comply with all applicable city, county, State and federal laws, statutes and regulations, such as, but not limited to, provisions of the Americans with Disabilities (ADA) Act (4212101 et seq.)

- Obtain **and maintain current** information on each child, as required by Kansas Department of Health and Environment (KDHE) Child Care Licensing. 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.
- Have a policy in place that allows homeless families and families fostering children up to a **60-day grace period**. This gives families time to obtain the required documentation for enrollment into a child care setting. Families will not be turned away from enrolling because such documentation is not readily available due to their current situation. Licensed child care providers will not be found in noncompliance during the 60-day grace period.
- Complete and submit Adult Abuse, Neglect, Exploitation Central Registry Release of Information for the child care provider, household members (18 and older) and all staff (including new staff and new household members over 18). The form is available in the [forms](#) section of this handbook and attached to the application. Please make copies as needed.
- Comply with applicable discipline policies, as referenced by Kansas Department of Health and Environment (KDHE) and DCF. Punishment, which is humiliating, frightening or physically harmful to the child shall be prohibited (K.A.R. 28-4-132), even if the family provides written or verbal permission.
- Maintain minimum health and safety requirements for the children in care. They must provide a safe and clean environment for children and staff.
- Child care providers are mandated reporters. Contact DCF Child Protective Services at 1-800-922-5330 or the local police department if a child is suspected of being neglected, physically, sexually or mentally abused.
- Treat DCF families the same as private pay families.
- Protect the confidentiality of children and families' information.
- Provide families of children in care their tax identification number or Social Security number for their child care income tax credit.
- Allow families to access their children at any time while in care.
- Keep families informed of their business practices, policies and procedure by providing them updated parent/provider contracts to sign when there are changes.
- Notify families in advance of planned absences
- Prohibit smoking in the home/facility during hours children are in care.
- Offer nutritious meals and snacks as defined by regulation. Ref (KAR28-4-116(c), (KAR28-4-439(b)).

Violations of the Provider Agreement

If the agency determines that a provider has violated or is not in compliance with their DCF provider agreement, corrective action may be taken, or the agreement may be terminated at the agency's discretion. If determined to be appropriate, a corrective/educational action plan may be initiated giving the provider the opportunity to correct any violations. If it is determined that a corrective/educational action plan is not appropriate, or if the provider fails to comply with the corrective/educational action plan, the provider agreement will be terminated with a 30-day written notice to the provider.

DCF does reserve the right to deny or refuse to sign an agreement with any provider. As this is a business agreement, no reason may be given as to why a request to be a DCF Child Care Provider was denied. (Section 9 of the Provider Agreement with DCF)

Providers have the right to appeal any decision by sending a written request for an appeal within 33 days from the date the notice of action is mailed.

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 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: content.dcf.ks.gov/EES/KEESM/Appendix/C-18_ProviderRateCht.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 their provider and there are no subsidy benefits left in the Kansas Benefits Card 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.

- **The subsidy amount may or may not cover all the family's monthly child care expenses.**
- The parent is responsible for any amount not covered by the monthly subsidy amount.
- The contract for payment is between the provider and the parent, DCF cannot interfere with payment disputes.
- 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 his/her benefits, the provider may need to make payment adjustments, depending on the date of eligibility and any payments made by the parent.

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 \$50.00 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 \$50.00 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 \$50.00 per child. 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 its child care case.
- **Enhanced Rate Subsidy** – Enhanced rates may be available to pay for child care services (with the parent's approved provider) for children with physical, emotional or mental disabilities. Parents will need to contact their local DCF office eligibility staff to obtain information regarding enhanced rates.

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 (accepting payments for future months) from parents to use later
- Collecting and/or using parents' Kansas Benefits Cards or numbers and/or PIN to pay yourself
- Using your EBT benefits (as a child care recipient) to pay yourself (as a child care provider)
- Receiving payment for children who are not attending and/or not enrolled in care.
- Subcontracting or receiving benefits for someone who is not a DCF-enrolled provider
- Receiving payment from a child care recipient for children whom you are not authorized by DCF to provide care (applicable to Out of Home Relative and In-Home Relative providers)
- Allowing parents to pay using EBT benefits prior to the child(ren) being enrolled in care. A child is considered completely enrolled when all DCF/KDHE required signed and dated documents are in the child's file. This includes a current signed and dated parent/provider contract. A child's file must be complete before the child's care is paid using EBT subsidy for payment.
- The child care subsidy payment is deposited into a bank account for someone other than the provider.
- Accepting payment from individuals who live in the same household as the provider. (Foster care parents, please contact your local DCF office for guidance.)

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

Overpayments

If the agency determines that you have been overpaid child care subsidy benefits or that you have received subsidy benefits to which you were not entitled, arrangements will be made for you to refund the subsidy overage back to DCF. The overpayment may be repaid either in one lump sum or over a certain time period. Depending on the nature of the overpayment, the provider agreement may also be terminated. **Active DCF providers who have an overpayment claim must make monthly payments to reduce the overpayment balance. Failure to make monthly payments may result in termination of the provider agreement.**

If you receive a payment over the amount you are owed, you must refund the funds back to DCF:

- **Providers cannot refund cash or add funds back to a parents Kansas Benefits Card. The provider will need to contact DCF for refund options.**
- **Providers must contact their DCF child care provider enrollment specialist to discuss repayment options.**

The only refunds that can be made by providers are funds paid out of pocket by parents.

- An example of this would be a parent who has paid for the entire month's care while waiting for his/her child care subsidy application to be approved. After approval, the provider may return the money paid from the parent's own funds. The provider may then accept the child care 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 Kansas 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 Kansas Department of Administration at 785-296-4628 or email KSSetoff@da.ks.gov. For more information, please visit our website at www.da.ks.gov/ar/setoff/.

Tax Information

Providers will need to keep appropriate records of all child care payments for tax purposes. The EBT contractor is required to report this income to the IRS and will be sending a [Form 1099](#) (DCF will not provide this form directly since there are no direct payments given to providers). Payment information is also retained in the EBT system, and providers have access to this information online through the EBT provider portal at www.ebtedge.com

Providers must also give families receipts for **all** payments. The receipt must separate the amounts that were paid using EBT subsidy benefits and the amount that is paid from private funds. Families paying child care expenses using the EBT Kansas Benefits Card cannot claim this expense towards their income tax child care credit. Only expenses paid by the family using their own private funds may be used towards this tax credit. For income tax purposes, it is important that the receipt show both private pay amounts and EBT amounts paid.

NOTE: Child care is not classified as a retail sale, therefore sales tax cannot be charged to parents. Please refer to www.irs.gov for additional statutes and regulations regarding self-employment as a Child Care Provider.

Electronic Benefit Transfer (EBT) and Kansas Benefits Card

Child care subsidy benefits are provided to families through the EBT System. Benefits are put into a child care account on the family's EBT Kansas Benefits Card once a month. Families use these benefits towards the costs of child care services provided. Once an approved DCF provider agreement has been provided, DCF will send the name and information submitted by the provider to the EBT contractor. The provider will then be contacted by the EBT contractor through the mail. The provider can also complete the application online, visit <https://www.ebtedge.com> and click on *complete your contract or register online now*. The EBT contractor will need to know the provider's bank account information in order to electronically transfer payments into their 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 families in this manner. The bank account may be a checking, savings or pay card account, and must accommodate debit and credit cards.

There are three payment options for providers and families to choose from to best meet their needs:

- *Point of Sale (POS) Device*

This is a machine like what is used with debit/credit cards at grocery stores. The EBT contractor will need to know if this is the preferred device to receive payment and there is a monthly lease cost paid by the child care provider. The device will need to be connected to the provider's telephone line.

The families make a payment by swiping the card through the device, indicating the amount to be paid, and entering a four-digit Personal Identification Number (PIN). 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.

- *Automated Response Unit (ARU)*

This method can be used if a provider does not choose to lease a POS device. Families using this toll-free telephone option will call a customer service number from any touch-tone telephone. The family must enter their 16-digit Kansas Benefits Card number, the child care provider's ID number and the amount to be paid. Once completed, an authorization/confirmation number is provided which may be given to the provider for reference since there will not be a printed receipt with this payment method.

A sample ARU worksheet is [provided](#) in this handbook. Providers may choose to have families use this form or something similar when making payment over the phone.

- [Online EBT Account Access and Payment](#)

Families 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. Families make a payment to the provider by accessing the benefit account, indicating the child care provider's ID number, the amount to be paid, and entering the four-digit PIN. This amount is sent to the EBT contractor who transfers the amount into the provider's account. Families can print off a receipt if he/she have access to a printer.

EBT Payments

All payments made to a provider (using the POS, the ARU, or internet) on a certain 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. The ebtEDGE mobile app is available on the iOS App Store and Google Play. *All information about EBT transactions are available to DCF staff for monitoring and auditing/review purposes.*

Providers cannot request or accept any family's EBT Kansas Benefits Card or Personal Identification Number (PIN). **A provider found in possession of, or using, any family's EBT Kansas Benefits Card or PIN is subject to termination of their provider agreement with DCF.**

Providers receiving subsidy benefits must pay their own child care provider using their EBT Kansas Benefits Card. Providers who also receive child care subsidy benefits may not pay themselves with their own benefits. *Foster care parents please contact your local DCF office for guidance.*

Providers must give families their DCF Provider ID number to make sure the child care subsidy benefit transfers to the correct provider.

EBT Contractor Helpdesk Information

DCF is not authorized to assist clients and/or providers in resolving payment issues with regards to EBT/FIS.

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](#) – Providers can call 1-800-894-0050 if they have questions about completing their contract packet, needing a new packet, how parents make payments, POS devices, reconciling a bank statement or tracking down an expected payment.
- During hold times, there is an option to leave a voice mail. FIS (the EBT contractor) will return the call within two business days.
- **Email** is available at- Merchant.Services.Support@fisglobal.com.
- [Providers having issues with POS machines](#) – Providers needing technical support with their EBT equipment can 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, the provider may register by going to www.ebtedge.com.

Providers will have online access to information about EBT transactions involving the account. Account information is available 24 hours a day, seven days a week. A provider can:

- View and print his/her EBT deposits
- View and update provider information
- Read EBT news and documentation
- View and print his/her EBT provider agreement

Family/Provider Contracts and Policies

DCF requires the use of family/provider contracts or agreements for licensed child care providers and unregulated child care centers and child care homes. Family/Provider contracts are encouraged for all other provider types. The only legal constraint when setting program policies is that the rules cannot violate local, State or federal law. Local [Resource and Referral agencies](#) (CCR & R) can offer further advice regarding contracts and policies.

Contracts should contain items that deal with the family 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. **Families must be given a copy of the signed parent/provider contract or agreement.**

At a minimum, contracts **must be typed** and include:

- Facility name and address
- Hours and Days of operation
- The rates being charged (if the rates are not included in the text of the contract, it must be provided on a separate rate sheet)
- When payment is expected
- A space for the names of children for whom will be provided care
- A space for both parent/guardian **and** provider to sign and date
- Behavior guidance policy (see [Social-Emotional and Behavioral Issues](#))

Termination of contract procedures:

- Include reasons why a provider may terminate. (see [Expulsion Policy](#))
- Include the provider's policy for the termination of care due to nonpayment and/or a child who stops attending with no communication from the child's parent, guardian or primary caretaker.
- Include an expectation regarding the time period to which there is nonpayment or loss of contact prior to termination.
- Include the expectation of a two-week written notice for termination of care to the provider by a parent, guardian or primary caretaker.

In order to provide families with the most information regarding the provider's business, additional policies to consider may include, but not limited to:

- Description of program philosophy
- Basic daily schedule
- 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)
- Scheduled and unscheduled child absences
- Penalty fees (overtime fees, late pickup fees, late payment fees)
- Substitute care arrangements
- Sick child exclusion policies
- [Medical and emergency release forms](#)
- Supplies parents will be asked to bring
- Plans or procedures for family/provider meetings or conferences
- Transportation of children to school or classes (some providers have transportation approval forms)
- Special activities and cost
- Emergency procedures
- Children with special needs

Each time a change occurs with your contract, please provide DCF provider enrollment staff and your parents with a new copy. Please be sure a new signed copy is in your DCF enrolled child's file.

Social-Emotional and Behavioral Issues

All providers are expected to create an environment and interact with children in a manner that promotes and encourages positive behaviors. Open communication and engaging the family in activities is encouraged, as this will help develop a child's emotional well-being, social competence, basic coping and problem-solving skills. Providers are encouraged to enroll in trainings pertaining to developing nurturing and responsive relationships with children and their families; creating a quality learning environment; developing an individualized plan to work with the child and their family on behavioral issues. For information on available trainings, resources and screenings go to: <https://ksqualitynetwork.org/>

Expulsion/Suspension Policy

In a child care setting, expulsion may refer to removing a child from a program for challenging behaviors, such as aggression, tantrums and non-compliance. Research indicates that children who are suspended or expelled from an early learning setting, are more likely to associate with negative educational and life outcomes. Providers are expected to establish preventive, disciplinary, suspension and expulsion policies and administer those policies free of bias and discrimination. Providers should focus on positive interventions that will prevent expulsion, suspension and other negative discipline policies. For more information on available trainings and resources on this topic go to: <https://ksqualitynetwork.org/>

Rate Changes

Any modifications made to the provider rates will require an updated parent/provider contract. This will need to be submitted to the provider's enrollment specialist before the modification can be applied. The rate change will be in affect the month following the request by the provider. It is always the provider's responsibility to keep DCF informed of current rates to ensure accurate client benefits are issued.

Attendance Records

All child care providers must maintain a file of daily attendance records for each DCF-eligible child in their care. The records need to include actual time in and time out each day for each child, indicating AM and PM. Families must sign the attendance record at least weekly with their full name. The records are to be made available to DCF upon request.

The preferred attendance record [form](#) is provided in this Handbook. Another form or a computer system may be used, if it contains the same information as shown on the sample form and has been approved by DCF first. To receive approval for use of a non-DCF attendance form, the provider must submit the form to their designated DCF Provider Enrollment Specialist for review. An electronic attendance form will need a weekly signature from the parent.

- **Keep your DCF attendance records for three years.**
It is 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 for each individual DCF eligible child.**
Attendance records must show each day the actual time care was provided for *each* individual DCF eligible child, as multiple children in a single family may have different schedules.
 - Actual time must indicate am/pm and not be rounded up or down.
- **Require signature of parent/guardian on attendance records.**
The attendance record must be signed by the approved DCF parent/guardian with their *full name* at least weekly after services are provided.
- **Complete and maintain all necessary 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 local CCR&R <https://ks.childcareaware.org> or KQN <http://ksqualitynetwork.org>

SECTION III: Information for Specific Provider Types

Licensed Child Care Providers

A licensed child care provider is one who:

- Has a current Kansas Department of Health and Environment (KDHE) child care license.
- If you are *not* licensed through KDHE, you must first go to [CLARIS \(state.ks.us\)](https://www.kdhe.ks.gov/CLARIS) and be approved for a license by KDHE before DCF will consider your application to enroll as a provider.

Responsibilities:

- Possess a current KDHE license and not be under any KDHE enforcement actions, *if requesting DCF enrollment. A facility with a Temporary Permit is not considered licensed.*
- Provide DCF with information regarding your KDHE status, including any enforcement actions (notices), or changes. Licensed child care providers must follow KDHE regulations when receiving payments from families using the DCF child care subsidy.
- Charge families receiving the DCF subsidy no 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.
- 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.
- Maintain a facility that meets or exceeds minimum licensing regulations.
- Maintain confidentiality of any information received regarding child care subsidy cases. A family's child care subsidy benefit amount is confidential information. A family may choose to disclose this information for rate negotiation purposes.
- Notify DCF provider enrollment staff when any of the following occur:
 - Operational changes (e.g., name change, address, telephone numbers, ownership, type of facility, household members/staff, hours of operation, rates charged or specialized services available for a child with disabilities)
 - License is expired, suspended or revoked
 - Changes to the family/provider contract or agreement regarding payment policies and/or rate changes

Unregulated Providers

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

- Is licensed by another state and is a CCDF provider in that state
- Is under the jurisdiction of the federal government or tribe

Responsibilities:

- Provide verification of meeting standards set by sponsoring state or agency.
- Complete required fire inspection documentation, *if the program is not located at a school attendance center.*
- 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 the provider agreement with DCF.
- Charge families receiving the DCF subsidy no 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.
- Maintain facilities that meet or exceeds minimum standards required for the provider type.
- Notify the DCF provider enrollment staff when any of the following occur:
 - Operational changes (e.g., name change, address, telephone numbers, ownership, type of facility, hours of operation, rate changes or specialized services available for a child with disabilities)
 - Staff changes including volunteers
 - Change in status with the sponsoring State or agency
- Maintain confidentiality of any information received regarding child care subsidy cases. A family's child care subsidy benefit amount is confidential information. A family may choose to disclose this information for rate negotiation purposes.

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**
- Is not the child's parent or guardian
- Must be at least 18 years of age and a grandparent, great grandparent, sibling or aunt/uncle of the child. Cousins and great aunts/uncles do not meet the relationship requirement.
- Is related through marriage, blood relationship or court decree. Verification of relationship to the child may be requested
- Cares for six 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.

Responsibilities:

- Sign a policy statement on discipline. A copy of this statement is included in the [Forms](#) section of this handbook, and a signed copy will be a part of the provider agreement with DCF.
- Provide care for only the children indicated in the agreement
- Complete a Health & Safety [checklist](#) with the parent to ensure standards are maintained in the home where care is provided. The 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 Relative 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 the child's household
- 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. Cousins and great aunts/uncles do not meet the relationship requirement.
- Is not the child's own parent, guardian or primary caretaker
- Cares for six or fewer related children under 16 years of age (including the provider's own children if applicable) and 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

- 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.
- Provide care for only the children indicated in the agreement
- 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

An In-Home provider is considered an employee of the families to which services are provided. Families should consult a tax professional regarding payroll taxes. Families must contact the Internal Revenue Service (IRS) for information related to minimum wage requirements, tax liability and to obtain an Employer Identification Number (EIN). DCF will need confirmation of the EIN. The family, 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.

SECTION IV: 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 Licensed providers)

See the forms section of this handbook.

Signed Health & Safety Standards

Home Checklist (Out of Home Relative and In-Home Relative 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 The Kansas Department for Children and Families (DCF), 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 that 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 that 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 PINs (personal identification numbers) 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, even if the agreement ends.
- c. Allow access to the child care premises and as requested by the Secretary or designee and/or the Kansas Department of Health and Environment (KDHE), Child Care Surveyor. This may be for the purpose of determining whether the provider is following all applicable child care laws and program specific regulations for child care homes. Any findings may result in enforcement action by the Secretary and/or KDHE.
- 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 KDHE
- f. Not enter 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 city, county, State and federal laws, statutes and regulations, such as, but not limited to, provision of the Americans with Disabilities Act (ADA)
- 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 care 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 its approval.
- o. Provide parents with a signed copy of the current contract (Licensed/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.

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 ____:

- **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.

- **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.

- **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.

- **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.).

- **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.

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

- **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.

- **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.

- **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.

- **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.

- **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.B. 46-1101 et seq.

- **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."

- **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

SECTION V: Frequently Asked Questions

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 efficient benefit-delivery system.

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 first day of every month. Parents use that benefit 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.

How will the families make payment using their DCF childcare subsidy benefit?

Answer: There are three methods of payment [available](#). The first is through a Point of Sale (POS) device. The provider may lease the POS device to use with parents receiving DCF subsidy benefits. The second is through an Audio Response Unit (ARU). 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. The third method is through an internet site where the parent accesses his/her EBT Kansas Benefits Card account and transfers benefits to his/her child care provider's bank account or pay card to apply to the cost of services purchased.

Will there be an audit/review of monthly child-care 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.

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.

If a family has two or more providers, how will the benefits be put on his/her EBT account? Will the families know how much the benefit is for each provider?

Answer: A parent having more than one child care provider will have the total of all authorized plans in his/her 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.

If families 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.

Will registration fee assistance be put on the EBT Kansas Benefits card?

Answer: Yes. If a parent requests assistance for the registration fee and is eligible for enrollment fee assistance, this amount may be added to the child care subsidy benefit on the EBT Kansas Benefits Card.

Can multiple family members use the same EBT Kansas Benefits Card?

Answer: Yes. Kansas Benefits Cards are issued to the primary individual on an assistance case, but access can also be given to other adults on the same case or in some instances, an authorized representative named by the primary individual. The authorized representative does not need to be on the assistance case. An authorized representative cannot be the provider on the child care case.

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.

Will the families 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.

How will I bill families 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 he/she should also apply this practice to parents receiving DCF subsidy benefits. If a provider charges a weekly rate, then he/she 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 (Licensed/Unregulated only). Parents must be provided with a copy of the signed agreement (Licensed/Unregulated only). Remember that parents receiving the DCF subsidy benefits may not be charged more than private-pay parents.

What happens if a family 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.

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.

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.

What happens if the family runs out of subsidy benefits in their account or the 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.

What if the parent has more subsidy benefits in his/her 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. Providers should only accept the amount owed per month. If a provider accepts more than is owed, the funds are subject to overpayments and will need to be refunded to DCF.

Can providers who currently have POS machines that accept debit/credit cards use their existing equipment?

Answer: No. Third party processors are not available.

Do receipts from POS transactions show a provider's bank account number?

Answer: No.

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.

SECTION VI: Provider Resources & Forms

Provider Resources

Kansas Department for Health and Environment (Child Care Licensing)

The Kansas Child Care Licensing Department provides and surveys the implementation of health and safety standards and regulations within licensed child care and afterschool programs in the state. They also provide all the required information and forms necessary to start and maintain a licensed child care program in Kansas. Child Care Regulation Handbooks can be found here: [Child Care Licensing Forms & Applications | KDHE, KS](#)

Kansas Quality Network (KQN)

KQN is a website offered by the Kansas Department for Children and Families (DCF) that directs child care providers, families and communities to resources available for the advancement, support and recognition of continuous quality improvement efforts in child care in Kansas. KQN provides information on child care assistance and other services available to children and families, including eligibility requirements for early childhood education programs. KQN supports parents with information about how to choose child care for their families that goes beyond health and safety and assists child care providers in enhancing their professional skills by providing professional development and other opportunities that will help provide better early-learning experiences for children. The website can be found here: <http://ksqualitynetwork.org/>

Child Care Resource and Referral (CCR&R) Information

Child Care Aware of Kansas is the administrator of the statewide Child Care Resource and Referral (CCR&R) network in Kansas. They strive to:

- Ensure that families have access to affordable, high-quality child care
- Lead early learning projects and support professional development events to promote knowledgeable early learning staff
- Advocate for positive changes that impact the lives of children and families

Child Care Aware of Kansas offers many opportunities and support for providers and staff including:

- Training programs across the state at all levels
- Quality Initiative Projects
- Services to Child Care Programs
- Grant opportunities and financial support for the cost of tuition, books, mileage and release time

For more information on Child Care Aware of Kansas or to find your local R&R visit: <https://ks.childcareaware.org/>

Kansas Child Care Training Opportunities, Inc. (KCCTO)

Since 1986, KCCTO has been serving child care providers in Kansas. Its governing board of directors represents State agencies and organizations that are concerned about quality child care for Kansas children.

KCCTO's mission is to impact the quality of child care with a comprehensive approach that includes qualified trainers, relevant course content and additional services to provide ongoing support in professional development and early education career growth.

Programs Offered include:

- Online Learning
- Community-based Training
- CDA Resource Center

For more information on KCCTO and its training calendar, visit kccto.org or call 1-800-227-3578.

Sample Consent for Medical Care Form

This form is recommended for Relative Providers. Providers licensed by Kansas Department of Health and Environment (KDHE) must use the required KDHE Medical Consent form.

Consult your 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 with the provider 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

State of Kansas

Acknowledged before me this _____ day of _____

Signature of Notary Public

My commission expires ____/____/____

Physician: _____ Address: _____ Ph: _____

Hospital Preference: _____

Emergency Phone Numbers: _____
Home Father Work Mother Work

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



Notice Date: 03/09/2022

CC Provider Eligibility Notice

Child care plans/benefits have been authorized for the following child(ren) in your care:

If you are receiving this notice and you are not caring for the child(ren) mentioned, please notify DCF.

Child care subsidy benefits are authorized from to . 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. Some changes may impact benefits.

Visit our online services at www.dcfprovider.kees.ks.gov to view your provider notices electronically. To view your notices, you will first need to create an online account.

If you have questions please call DCF at 1-888-369-4777 between 8 am and 5 pm Monday through Friday.

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

This worksheet can be used by the parent to record his/her electronic payments to the 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 with your card number, your PIN and Provider ID# and follow the instructions during the call.**

1. **Date:** _____ **Time:** _____

(If the payment is transferred prior to 6 p.m. 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 payment covers:**
From: _____ To: _____

8. Amount of **Child Care Benefits from the EBT Kansas Benefits Card transferred to the 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 Child Care transaction completed)

Parent/Alternate Signature

Provider Signature

Original - client, Copy - provider

Sample Contract #2:

*This is only a sample

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

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

Behavioral Guidance Policy

As your child care provider, I strive to create a positive environment for children to learn and grow. Even in the best environment, children display inappropriate behaviors. I will discuss any behaviors with you and ask for your help in addressing them. I use positive discipline techniques, such as praising good behavior and time-out. Please let me know if you are seeing behavior issues at home, so that we may address them together.

Termination Procedure

This contract may be terminated by 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 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 or the child does not attend with no communication from a parent/guardian for a total of two weeks. 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.

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; and/or

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

It shall be the policy of the Kansas Department for Children and Families (DCF) not to purchase or continue to purchase services from providers who use unacceptable forms of 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 that 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 DCF 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 that 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 & 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 (full address, including city and state): _____

Address where care will be provided (full address, including city and state): _____

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.
			Any playpen used is in good repair.
			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.
			A working telephone is 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.
			A 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.
			The 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: _____

ADULT ABUSE, NEGLECT, EXPLOITATION CENTRAL REGISTRY RELEASE OF INFORMATION FOR DCF CHILD CARE PROVIDER ENROLLMENT

Please **PRINT ONLY**, except for the signature below.

I, _____, give permission for the release of information concerning myself in the Adult Abuse, Neglect, Exploitation Central Registry to: **DCF Child Care Provider Enrollment Unit.**

Maiden Name and/or Other Names Known By: _____

Address: _____
(Street) (City) (State) (Zip Code)

DOB: _____ SSN: _____ SEX: M or F
(mm/dd/yyyy)

I understand that all information released will be for the exclusive and confidential use of the DCF Child Care Provider Enrollment Unit. I have read and understand this form and the information provided is true and correct to the best of my knowledge.

I give permission for the release of any information concerning myself in the Adult Abuse and Neglect Central Registry each year while I am a DCF Child Care Provider. Yes (Circle Yes or No)
_____ No

Signature: _____ Date: _____
(Must be an Ink Signature)

Per KEESM 10035 #1:

DCF cannot enroll a person who is listed as a prohibited person in the Child Abuse/Neglect Central Registry or the Adult Abuse, Neglect, & Exploitation Central Registry and/or listed in [Kansas Adult Supervised Population Electronic Repository](#) (KASPER) as being convicted of a felony.

<p>DCF Administration Use Only:</p> <p>Date Substantiated: _____</p> <p>Finding (check all that apply): Abuse _____ Neglect _____</p> <p>Exploitation _____</p> <p>Fiduciary Abuse _____</p> <p>Financial Abuse _____</p>





C-10 ES-1655

04/2022