



Out of Home Relative Provider Enrollment

For Agency Use Only:
Initial Request _____ Review Due _____

Thank you for your interest in becoming an SRS enrolled child care provider for your related children, who are eligible for SRS Child Care Assistance. As a relative, you are not regulated by the Kansas Department of Health and Environment (KDHE) child care licensing. SRS must take certain steps in order to ensure the health and safety of the children in your care who are funded through the Child Care Assistance Program. Parent participation is required to complete this enrollment.

Please complete and return this enrollment request by: _____
(Date)

Return to: _____

OUT OF HOME RELATIVE CARE DEFINITION

Child care provided in the home of the relative, outside the child's home. The provider must not be a member of the eligible family assistance case or living in the same physical household as the child. A relative of the child who:

Is not the child's own parent/guardian/caretaker and at least 18 years of age;

Regularly provides care for 6 or fewer related children under 16 years of age;

Provides care for less than 24 hours a day;

Certifies that the home meets health & safety standards;

Provides child care to children who are either a grandchild, great-grandchild, sibling, or niece/nephew of the provider. Relationship can be through marriage, blood relationship, or court decree to the child.

Kansas Department of Social & Rehabilitation Services
Economic & Employment Support

AGREEMENT FOR PURCHASE OF CHILD CARE

(SRS Use Only)		
Effective Date: _____	End Date: _____	County Code: _____
(If Applicable)		
Validated/Confirmed report of abuse/ neglect on file in the Central Registry:		
Yes ___ No ___	Checked by _____	Date _____

SECTION 1: Out of Home Relative Child Care Provider

Name (Last, First, Middle Initial): _____

Any Other Names Used (For the purpose of completing Child Abuse/Neglect Check): _____

Provider Relationship to Child(ren): _____ Date Care Began: _____

Street Address: _____ City: _____ County: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ County: _____ State: _____ Zip: _____

E-mail Address: _____ Date of Birth: _____

SSN: _____ Work Phone #: (____) _____ Home Phone #: (____) _____

Name of Child's Parent/Guardian: _____ SSN: _____

Primary Language: Spoken: _____ Written: _____

The SRS rates are maximum rates used to calculate the family's monthly benefit. An SRS rate schedule is available upon request. The out-of-home relative provider rate for your Region is:

Less than 18 months: \$ _____/hour 18 months & older: \$ _____/hour

Household Members: List First, Middle Initial, Last Name, Date of Birth (DOB) and relationship to the provider of all other persons living in the home. Use space below. If necessary, attach another page.

Child Abuse/Neglect Registry Check: SRS records are checked for any history of child abuse or neglect. SRS checks the names of the out-of-home relative provider and all household members ten (10) years of age or older. Each name must be cleared before approval for payment begins. Persons age eighteen (18) or older must sign or initial their name to give SRS permission for the Child Abuse/Neglect Registry Check.

<u>First, Middle, Last Name</u>	<u>AKA/Maiden Names</u>	<u>DOB</u>	<u>SSN</u>	<u>Signature/Initial</u>
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SECTION 2: Secretary of Social & Rehabilitation Services Service Center

Office: _____

Address: _____

City: _____ State: _____ Zip: _____ Regional Office Phone #: () _____

Regional Director/Designee: _____

This agreement is entered by and between the party listed in Section 1, called the "Provider" and the Secretary of Kansas Department of Social & Rehabilitation Services as represented in Section 2, 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 as follows:

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 listed in Section 2, to enter into this Agreement as representative and agent to the Secretary in all matters relating this Agreement's execution and performance.

SECTION 4: Compensation. This Agreement allows participation in the Kansas Child Care Assistance Program. The State uses the Electronic Benefit Transfer (EBT) System for payment. Benefits are put on the eligible parent's EBT Vision card. Parents then transfer benefits to eligible providers as payment for services. SRS will not provide assistance for a provider to care for members of their own physical household. All overpayments are subject to recovery. Recovery may be from, but not limited to, direct payment back to SRS or the State Debt Set-off program.

SECTION 5: Billing and Payment.

- a. SRS will make child care benefits available to the eligible family on the first day of each month.
- b. Providers need to receive payments for child care electronically. Payments are processed by eFunds Corporation, the State of Kansas EBT contractor.
- c. Parents are not to give providers their EBT cards or their PINs (personal identification numbers), 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 if the Provider fails to perform these duties. The Provider agrees to:

- a. Provide services to SRS recipients as authorized by the Secretary.
- b. Accurately maintain all records as required by Federal and State statutes/regulations and SRS policies. 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.
- c. Allow access to the child care premises as requested by the Secretary or his/her 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 Registered Family Day Care Homes. Any findings for Registered Homes 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/designee immediately upon forfeiture or loss of operating license/registration 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 tax ID number or social security number and EBT Identification number.
- 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 an SRS 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 my social security number, if provided, in administration of SRS programs.
- k. Abide by SRS Policy Statement of Discipline.
- l. Providers are required to comply will 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 of a separate agreement.

SECTION 7: Private Liability. This Provider agrees not to bill SRS or otherwise attempt to collect payments from SRS for debts owed by an SRS child care recipient. This would include, but is not limited to, benefits transferred to the parent’s child care account by SRS to assist with child care costs, family share payments or other charges incurred by the SRS 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 canceled 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 SRS child care services after the termination date.

Signatures:

Print Provider Name

Print **SRS** Director/Designee Name

Provider Signature and Date

SRS Regional Director/Designee Signature and Date

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. 1-01), 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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

OUT-OF-HOME RELATIVE HEALTH AND SAFETY STANDARDS Home Checklist

INSTRUCTIONS: To be completed by parent/responsible adult conducting a walk-through inspection with the provider of the home where care will be provided. The signatures below certify that a walk-through inspection has been conducted by both parties, the parent is fully responsible if standards are not met or maintained, and they have discussed health and safety standards.

Parent's Name (PRINT): _____

Parent's Address: _____

Address where care will be provided: _____

Yes	No	N/A*	
___	___	___	Medications, household poisons, dangerous substances and instruments are out of reach or locked up.
___	___	___	Food and household products stored separately.
___	___	___	Home clean, uncluttered and safe.
___	___	___	Exits free from trash and other materials.
___	___	___	Electrical outlets covered with safety caps if children are under 5 years.
___	___	___	Guns in locked storage or trigger locks installed.
___	___	___	Toys and play equipment clean and safe.
___	___	___	Working telephone and emergency numbers posted nearby.
___	___	___	Stairways railed and guarded if children are under 2-1/2 years.
___	___	___	Outside play area fenced or adult supervised; area free from trash and other dangerous objects.
___	___	___	Outside equipment anchored and in good repair.
___	___	___	Develop and discuss emergency plans in case of tornado, fire, storms and flood.
___	___	___	Post emergency procedures in case of accident.
___	___	___	Signed Emergency Medical Release forms for children on file in provider's home.
___	___	___	Smoke alarms installed and working properly.
___	___	___	Smoke free policy in effect during hours of care.
___	___	___	Information for child abuse/neglect registry check completed. By signing below, the parent agrees to keep confidential any information received as a result of the check.
___	___	___	SRS Discipline Policy has been discussed and is understood.

***If N/A please explain:** _____

Parent/Guardian: _____ (Signature) _____ (SSN) _____ (Date):

Provider's Name and Address _____

Provider's Signature _____

POLICY STATEMENT ON DISCIPLINE SRS 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 of Social & Rehabilitation Services 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 of Social & Rehabilitation Services 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