

Child Care Provider Handbook



welcome



Kaw Nation Child Care Development Fund

Introduction:

Dear Child Care Provider,

Thank you for your interest in providing care for children whose families receive Child Care Subsidy.

The Kaw Nation Child Care Development Fund Program (KNCCDF) seeks to provide subsidy to low-income Native American families who are in need of child care assistance. This grant is possible thru the Department of Health and Human Services/Administration for Children and Families, Office of Child Care.

The Kaw Nation Child Care Development Fund Program seeks to support Native American families by ensuring they have access to quality and convenient child care within our service area (Kay County of Oklahoma, and Cowley, Sumner, and Sedgwick Counties of Kansas).

The Kaw Nation Child Care Development Fund Program is operated under the patronage of the Kaw Nation Tribal Council. Funding for the Program is made possible through the United States Health & Human Services, Administration for Children & Families, Office of Child Care's Child Care Development Fund (CCDF).

The KNCCDF Program provides services to Native American families who reside within the service area (Kay County of Oklahoma, and Cowley, Sumner, and Sedgwick Counties of Kansas). There are two components of the KNCCDF; (1) Child Care Subsidy, and (2) Operation of a Child Care Center.

This document outlines the Policy and Procedures of the Kaw Nation Child Care Development Fund Program; it will serve to inform child care providers paid by the Kaw Nation Child Care Development Fund Program and participants of the established guidelines that must be kept to guarantee smooth operation of this grant.

Any questions or comments regarding this document can be given to CCDF Director at (580) 362-4114.

Table of Contents

Chapter 1- Service Area.....page 5

Chapter 2- Child Care Services Offeredpage 5

Section 2.1-Certificate Programpage 5

 Subsection 2.1.1- Certificate Payment System.....page 5

Section 2.2 Categories of Carepage 7

 Subsection 2.2.1- In-home Child Carepage 8

 Subsection 2.2.2- Dual Providerspage 8

Section 2.3- Payment Ratespage 8

 Subsection 2.3.1- DHSpage 9

 Subsection 2.3.2- SRS/DCFpage 9

Chapter 3- Quality Improvementpage 9

 Section 3.1- Training & Professional Development Opportunities for Providers.....page 9

 Section 3.2- Training and Technical Assistancepage 9

 Section 3.3- Monitoring of Compliance with Licensing and Regulatory Requirements.....page 10

 Section 3.4- Other Quality Activitiespage 10

Chapter 4- Health & Safety Requirements for Providerspage 10

Section 4.1- Basic Health & Safetypage 10

 Subsection 4.1.1- Feedingpage 10

 Subsection 4.1.2- Sleepingpage 11

 Subsection 4.1.3- Transportationpage 11

 Subsection 4.1.4- Records, practices, and caregiver trainingpage 11

Section 4.2- Health & Safety Requirements for the Prevention & Control of Infections Diseasepage 12

 Subsection 4.2.1- Hand washing.....page 12

 Subsection 4.2.2- Diaperingpage 12

Subsection 4.2.3- Toys	page 13
Subsection 4.2.4- Premises	page 12
Subsection 4.2.5- Blood and other potentially infectious materials	page 13
Subsection 4.2.6- Drinking Water	page 13
Subsection 4.2.7- Food Safety	page 13
Section 4.3- Health & Safety Requirements for Building & Physical Premises Safety	page 13
Section 4.4- Health & Safety Requirements for Health & Safety Training	page 14
Section 4.5- Monitoring & Enforcement of Health & Safety Requirements	page 14
Subsection 4.5.1- Announced/Unannounced Visits	page 14
Subsection 4.5.2- Background Checks	page 15
Subsection 4.5.3- Enforcement of Health & Safety Requirements	page 15

Chapter 1—Service Area

The CCDF Service Area is defined as the area close to the Indian reservation. Kaw Nation defines the Service Area as: Kay County of Oklahoma, and Sedgwick County, Cowley County, and Sumner County of Kansas. Permanent residence must be within these boundaries.

Chapter 2—Child Care Services Offered

The KNCCDF Program must inform parents about the subsidy program, application process, eligibility criteria, how to ensure continuity of care, parental access rights to quality care, and payment rates.

Section 2.1—Certificate Program

Families are required to share in the cost of subsidized child care. A sliding fee scale is established that details each family's contribution (co-payment) and will vary based on income and the size of the family. KNCCDF uses the Oklahoma's sliding fee scale for both Oklahoma and Kansas, and does take into account the poverty index. However, all families are required to pay a co-payment, other than those that fall under "protective services".

In the event of any change (co-payment, child's age, etc) both Provider and parent will be notified with a manual letter, similar to the certificate of approval letter. If a letter is returned, the Contact Representative will verify the last known address on the most recent application. Notes will be made to the correspondence sheet as to what actions are taken to ensure the applicant/provider receives the notifications. If the applicant/provider cannot be located, the returned notices are filed and the case could be closed according to the established policy and procedures on ineligibility determination.

***Parents and Providers are required to notify CCDF of any and all changes within 10 business days of the change.** *Failure to update CCDF on any change in address may result in a determination of ineligibility and parents may ultimately be responsible for payments to the provider.*

When a client terminates from the subsidy program, a closure letter is sent to both client and provider(s). The closure letter includes the following: name of the child, parent, provider, reason and date that services for Kaw Nation CCDF subsidy is terminated. Providers that are inactive (CCDF has not received timesheets for a period of three months) must recertify before services will resume.

Subsection 2.1.1—Certificate Payment System

The Certificate Payment System is the process by which Providers are reimbursed for the care they provide to CCDF children/participants. A Provider will not be reimbursed for the care they provide to CCDF children/participants until they have been approved as an eligible provider by the CCDF Director. Timesheets are kept on each child, with the pertinent information across the top: child's name, date of birth, Provider name, type of care, star status, and date. This information is to be filled out entirely, no exceptions. The Provider is required to mark the in and out times for each day the child is in attendance. Premature sign in/out (signing a child out before the end of the day and turning timesheets in) are not acceptable and if found, may result in Kaw Nation's refusal to reimburse. This will cause the applicant to be responsible for the child care reimbursement. At the end of the month or when care is ended for the

month, both the applicant and provider sign and date that the above information is correct. Each person acknowledges that the information is accurate and that any falsifying of information is fraudulent and may result in prosecution for fraud. All timesheets are submitted by Providers at the 1st of the month by fax, mail, or in person. Upon receipt, the Contact Representative ensures all documentation is accurate with authorized signatures before processing. Any timesheets not having appropriate documentation or incorrect information will be returned to the Provider. If a signature from the parent and/or guardian is not obtained, the family will be put on inactive status and remain on inactive status for a period of one year. The mathematical calculations for pay are based on DHS rates for Oklahoma, and DCF rates for Kansas. Oklahoma bases this upon a daily rate, and Kansas bases this upon an hourly rate. To calculate Kansas rates, we use an Hourly Decimal Sheet that is distributed to all Kansas Providers upon approval of services. With School Age children, a part-time/full-time rate may be used, or a blended rate may be used. CCDF will follow Newkirk Public Schools Calendar. Once the amount is figured, the amount of the parent's co-pay is deducted, and the check request is promptly delivered to the Grants and Compliance Department for authorization, then to the Chair for review and approval, and finally to Accounting for the check to be cut and mailed to the Provider. Checks are mailed out from the Accounting Department and cannot be picked up any sooner. **NO EXCEPTIONS.** Providers will receive a check up to two weeks upon timely receipt of properly filled out timesheets in the CCDF Department.

Any claims that are denied for payment are returned to the Provider with a letter giving clear details as to why. Reasons for denial could include but are not limited to timesheets that are over 30 days past the current month (turning in September's timesheets in the month of November), timesheets found to be knowingly falsified such as incorrect in/out times, and forged signatures. It is the responsibility of the participant and provider to ensure that all timesheets that are sent in to Kaw Nation CCDF are correct. Any errors a Provider has with billing are not the responsibility of the Kaw Nation CCDF and will not be paid once claims have been processed. Any exceptions to this policy will be made on a case-by-case basis and will require written explanation from the provider, with a pending review by the Grants & Compliance Department to determine approval or disapproval of extra payment.

The U.S. Office of Management and Budget defines Improper Payment as, "any payment that should not have been made or that was made in an incorrect amount under statutory, contractual, administrative, or other legally applicable requirement. Incorrect amounts are overpayments and underpayments (including inappropriate denials of payment or service). An improper payment includes any payment that was made to an ineligible recipient or for an ineligible service. Improper payments are also duplicate payments, payments for services not received, and payments that do not account for credit for applicable discounts". Prevention is the first step to avoiding an improper payment. Kaw Nation will take this step by supplying a Provider Handbook defining Improper Payments and the steps to correct such occurrence. Effective and clear communication with participants and providers is another key way to prevent improper payments. An overpayment should be recovered from the participant when: 1) The authorized amount of child care would have been less due to inaccurate reporting of income; the excess amount is considered an overpayment. 2) The parent was absent from an approved program activity without good cause while the child(ren) was in child care. 3) Participant would have been deemed ineligible if income, need for child care, or the household composition had been reported accurately, 4) Provider is found to be ineligible (criminal findings on a returned background check, licensing/health &

safety assessment findings that prove the provider to be unsatisfactory, taken on a case-by-case basis, etc). There are three types of overpayments: 1) Inadvertent Participant/Provider Error: The participant or provider report incorrect information or fail to report information due to a misunderstanding or unintended error. 2) Administrative Error: The administering agency commits an error and more or less benefits were issued than were entitled. 3) Intentional Program Violation: The participant or provider willfully reports information or fails to report information in order to receive more benefits, and as a result, is found fraudulent of Improper Payment by an administrative hearing. All improper payment claims must be established within 30 days of discovery. The Kaw Nation will issue the child care and/or participant an overpayment notice describing how the improper payment was calculated. Written notice will be given to the participant and/or provider when they are no longer eligible for services. The notice shall specify when eligibility ends and the parent's right to dispute the claim. The recovery of overpayments is determined on a case by case basis, using one of the following: 1) repayment plan (less than a 12 month period) OR 2) reduction of future payment(s). If the client and/or provider agree to a repayment plan, a repayment plan will be drafted and signed by the KNCCDF, Chair, Participant, and Provider. If the client and/or provider agree to a reduction of future payment(s), that reduction will be taken from the subsequent Check Request and copies will be given to the Provider showing the reduction. 3) An improper payment is also if the provider is underpaid. In this case, a check request is made out for the difference w/ a memo detailing the underpayment. Additional penalties could include: 1) Family disqualification 2) Provider disqualification 3) Criminal Prosecution. In situations in which a provider provides care for children, pursuant to an authorization to do so, and Kaw Nation CCDF discovers that the family was not entitled to or eligible for that service, the provider is entitled to keep payments made to them for that care. Recovery of overpayment in this instance would be pursued from the ineligible participant. If a mutually agreed upon repayment plan cannot be determined, Kaw Nation has the right to recover funds by other methods, including but not limited to court action. An Administrative Hearing can be held at the participant's request. The hearing will be to review the decision of denials and/or case closings. The request must be submitted within 30 days in writing to the CCDF Director. The results of the Hearing/appeal must be completed within 60 days. A notice will be mailed to the client.

Section 2.2—Categories of Care

Child care providers within the CCDF program must be licensed or regulated by tribal or state law. CCDF defines four categories of care based on the setting in which the care is provided: 1) In-home child care—care provided in the child's home, 2) Family child care—care provided by one caregiver in a private residence other than the child's home, 3) Group home child care—care provided by two or more caregivers in a private residence other than the child's residence, and 4) Center-based child care—group care provided in a facility outside of the child or provider's home. In each category of care, the child may not be in the provider's care over 24 hours per day per child. There are exceptions made on a case by case basis, as is the case with a firefighter who works 24-hour shifts. Tribal CCDF-funded child care providers must meet the minimum health and safety standards set forth by the KNCCDF Program.

Subsection 2.2.1—In-home Child Care

In-home care is available but limited in its use. In-home care is restricted to the following: 1) based on provider meeting a minimum age of 21, 2) based on hours of care (minimum of 20 and maximum of 50 hours per week, including non-traditional work hours, with a maximum of 200 per month per child), 3) only for children with special needs and/or medical condition, 4) Must not be a member of the child's home. The In-Home provider is an employee of the parent. Parents must contact the Internal Revenue Service (IRS) regarding their responsibilities as an employer. The parent must also provide the required information for filing taxes. The parent should discuss with a tax professional regarding payroll taxes. CCDF subsidy will be issued directly to the eligible provider thru a Check Request. Kaw Nation CCDF subsidizes up to a three-star home enhanced rate in Oklahoma and Kansas. In-home providers caring for special needs children will be required to have training on caring for special needs children. The Kaw Nation CCDF staff will provide information (brochures, DVDs, books, etc) to the provider to prepare them for caring for children with special needs. Providers will be required to have a suitable space and time for therapy for special needs children.

Subsection 2.2.2-Dual Providers

When an applicant is in need of more than one provider, care may be authorized for two different providers for the same day or week. Each provider may be authorized for only the days and hours of care the parent is working and/or attending school, and as specified in the Dual Provider Form. The Dual Provider Form outlines each Provider and the hours and days they agree to provide care. The Dual Provider Form states the agreement between parent and provider(s) that the form is permanent and may *only* be changed when the applicant's need calls for it. Needs could include but are not reserved to, school schedule or job schedule change. To accompany such revision, school schedule and/or job schedule is required to administer the modification. This form is not to be considered flexible. Failure to submit Dual Provider Form and/or school schedule and/or job schedule may result in a denial of benefits or determination of ineligibility. Those receiving a higher rate of pay due to special needs will not be eligible for the Dual Provider agreement.

When a parent changes Providers, proper, in-advance, notice must be given to both Provider and the KNCCDF Program. This ensures a smooth process for all parties, particularly the accuracy of timesheets and determining the eligibility of the Provider. Failure to provide notice may result in a denial of benefits or determination of ineligibility.

Section 2.3—Payment Rates

Lead agencies are required to set payment rates for child care services that guarantee eligible children the same access to comparable care. The Kaw Nation CCDF Program complies with rates set forth by the Oklahoma DHS and Kansas DCF rates for child care facilities. The Kaw Nation Child Care Development Fund Program must be charged at the same rate as OKDHS "Enhanced Area" and/or "Blended Extended", or Kansas DCF. Child care rates are based on: 1) age of child 2) type of child care setting 3) If the child is special needs 4) full-time/part-time rate in OK, hourly rate in KS.

Subsection 2.3.1—Oklahoma DHS

Center based and family/group care home providers are set at the same rates and based on quality enhancement rates (STARS Program) of the state child care program. Tribal providers may accrue a maximum of 90% of a one-star home rate, and In-home providers may accrue a maximum up to a three-star home rate.

To support and raise the quality of child care provided to children who receive subsidy from Kaw Nation, the Kaw Nation CCDF Program will honor the Star Status Ratings for Licensed Child Care Centers and Homes established by the Oklahoma Department of Human Services of Child Care. The Star Status Rating must be verified in written form, either a certificate verifying the Star Status and the effective date, or a letter/print-out from the OKDHS representative that verifies the Star Status and effective date. If there is an increase in the Star Status for a provider, the Kaw Nation Contact Representative will complete the change to increase the Star Status of a Provider upon receipt of the appropriate verification. A letter of receipt and effective date (upon receipt of verification) will be mailed to the Provider promptly. The effective date will never be backdated. If a Provider has a reduction in Star Status, the reduction is in effect on the date determined by OKDHS. The KNCCDF Contact Representative will complete the data change to reduce the Star Status of a Provider upon receipt of the appropriate verification. The Contact Representative will then send a Letter of Receipt and effective date to the Provider; if it is found that payments have already been rendered to the Provider at the previous Star Status Rate, an overpayment of child care services will be charged to the Provider and process will follow in accordance with these policies and procedures.

Subsection 2.3.2—Kansas DCF

Center based and family/group home Providers are set at hourly rates. In-home Providers may accrue up to a three-star home rate in accordance with OKDHS rates. A decimal time clock is used to process the hourly rate down to the minute for the most accurate timesheets.

Chapter 3- Quality Improvement

Section 3.1—Training and Professional Development Opportunities for Providers

Annual trainings on professional development and/or current trends within the child care setting will be hosted by the Kaw Nation CCDF Program. The trainings will present reputable, local professionals within the field of child care, at no cost to the provider. Attendance is encouraged for all providers; however, it is mandatory for all tribally licensed providers to attend. Providers that attend the full session of the training shall receive credit hours and/or CEU's.

Section 3.2—Training and Technical Assistance

First Aid and CPR classes shall be hosted by KNCCDF both onsite and offsite. Technical Assistance is available to all CCDF applicants and providers upon request and may include but not limited to: developing policies and procedures, evacuation plans, and guidance on special needs children. The CCDF program is available to host an orientation to all providers and participants upon proper demand.

KNCCDF will also host periodic, informal trainings such as but not limited to make-and-takes and luncheons.

Section 3.3—Monitoring of Compliance with Licensing and Regulatory Requirements

Routine monitoring of all CCDF providers will ensure compliance with local/state and tribal regulatory requirements.

Section 3.5—Other Quality Activities

Providers may request First Aid Kits, smoke/CO2 Detectors, and toothbrushes. Additional items may be requested by filling out a “Request for Assistance” form. All requests are reviewed based on the need, status/standing of the Provider’s contract, the number of CCDF children under their care, and cost of items requested. Not all requests will be granted. If the purchase is with a vendor CCDF currently contracts with, CCDF will administer the purchase. Requests that are denied are kept on file and a Contact Representative will direct Providers to other resources if available.

Stipends will be awarded throughout the year. These stipends may include items related to “Let’s Move”, and various concentrated areas such as the arts, science, outdoor play, music and movement, etc. Stipends for center-based care will be awarded separate from group and family home care. Applications will be considered in the order they are received and based on need after conducting health & safety assessments.

The KNCCDF Program will host and encourage cultural integration thru some of the following events: storytelling and crafts with elders, attending a local tribal dance and/or pow-wow, visits from the Kaw Language Department, and occasional mail-out kits providing cultural training to non-native providers.

Chapter 4—Health & Safety Requirements for Providers

All CCDF Programs should operate to ensure that children are cared for in healthy and safe environments and that their basic needs are being met.

Section 4.1—Basic Health & Safety

Subsection 4.1.1—Feeding

Infants should be held while being bottle fed unless they are able to hold their bottle securely without assistance. Bottles may never be propped due to an increase risk for choking. Infants should be fed formula and/or breast milk as prescribed by the child’s physician or parent. Infants should be fed on demand at least every 2-3 hours or as prescribed by the parent. Infants and toddlers should be fed age appropriate food and snacks. Bottles and cups should be labeled with each child’s name.

Preschool and School Age children will only be offered food while seated. Food should not be offered as a reward or punishment. The same food choices should be offered to each child equally. Meals should be nutritious in accordance of the written plan. Children that are in care for at least eight hours should

be offered at least one nutritious meal and two additional snacks. Children should be offered food not less than two hours apart but not more than three hours apart, unless the child is sleeping.

Subsection 4.1.2—Sleeping

Each child should have an individual assigned sleeping space. All sleeping equipment is maintained and in good repair, while also being in a safe, sanitary condition. Cribs, cots and mats are disinfected and sheets are washed each week, or before being used by another child. Sleeping equipment is of sufficient size to accommodate comfortably the size and weight of each child. Cribs, cots, and mats are spaced to allow easy access by staff and to allow a safe evacuation of children.

The light level should allow for all children to be observed at all times. Providers should follow the state/staff child ratios.

Infants younger than 12 months should be placed on their back for sleeping, unless written medical documentation stating otherwise. Cribs, port-a-cribs, and play pens should be in compliance with the current US Consumer Product Safety Commission and ASTM safety standards. Waterbed, sofas, soft mattresses, pillows, bean bag chairs, and other soft surfaces are prohibited for infant sleeping surfaces. Pillows, comforters, sheepskins, stuffed toys, bumper pads, or any other soft object should not be placed in the crib. Quiet, age-appropriate activities should be available for children who do not sleep during rest period.

Subsection 4.1.3—Transportation

Providers should follow the state guidelines on transportation of children in care. If transportation occurs, CCDF will require a copy of the provider and all substitutes' current, state-issued driver's license and Insurance verification. Children should always be fastened in the age-appropriate restraint.

Subsection 4.1.4—Records, practices, and caregiver training

Care givers should act in a manner in which is a model for the children's behavior. This includes respect for others individuality, culture, and background. A written plan of daily activities should be in place to ensure that the children are allowed to develop and feel secure in the child care setting. Provider should ensure that the environment of the facility is of a nurturing nature. Each parent should be given the Provider's Policy & Procedure Manual (if applicable). *A written policy should be in effect outlining inclusion, exclusion, and dismissal of ill children. Provider should visibly display their state-issued provider license. The following appropriate documentation and forms are required by the Kaw Nation and should be on file before children are in care: 1) W-9 2) Provider Agreement 3) Confidentiality Agreement 4) Background Check (if applicable) 5) *Provider Policy and Procedures 6) Star Status/License (if applicable) 7) Kansas Providers must provide a copy of the state-issued license.

All current CCDF providers will be required to complete the following by January 1st of each new year: 1) Provider Agreement, 2) Confidentiality Agreement, 3)W9.

Caregivers must be physically and emotionally able to care for children. Providers and staff should be aware of the proper restraining and discipline methods according to state standard. Staff should be aware of the location and whereabouts of the children at all times. Children should be directly supervised by sight or sound at all times. Each staff should have the following: 1)* Training or certification records 2) Caregivers should meet state standards for ratios and group sizes.

Kaw Nation CCDF should have access to the following records for children: 1) *Attendance Records 2) *Immunization records or written form stating exemption to immunization standards 3) *Authorized parent form showing names of persons permitted to pick the child up 4) Emergency medical plan 5) *Emergency contact information of at least two different individuals authorized to act on the behalf of the child.

**state-licensed providers only*

Section 4.2—Health & Safety Requirements for the Prevention & Control of Infectious Disease

Subsection 4.2.1—Handwashing

Hand washing often and keeping them clean is one of the most important ways to prevent the spread of illness and infection. All staff, children, and volunteers will need to wash their hands at the following times: 1) before handling children or partaking in activities with children 2) before handling food or feeding children 3) before administering medication to a child in care 3) after diapering or toileting 4) after handling any bodily fluids 5) after handling garbage or waste 6) after handling pets or animals 7) after outdoor play or sandbox play.

The proper hand washing technique should be followed by all children and staff as follows: 1) Moisten hands with water and apply liquid soap 2) Rub hands with soap and water for at least 20 seconds, rubbing between fingers, backs of hands, and under nails 3) Rinse hands with water, holding hand downward under running water 4) Dry hands with a paper towel or approved drying device 5) Use the towel to turn off faucet and to open the door if possible 6) Dispose of towel in trash receptacle. Signs will be posted at the sink detailing the proper hand washing procedure.

Subsection 4.2.2—Diapering

All staff should be educated on diaper changing procedure in addition to the procedure being posted in the diaper changing area. Diapering will be done in a designated area; food handling should not be done in this designated area. Surfaces should be kept in clean sanitary condition including but not limited to: a waterproof surface that is free of tears or cracks and in good condition. Surface area of diaper changing station and/or potty chair must be sanitized after each diaper change. Used diapers/wipes should be disposed of immediately. Soiled clothing should be placed in a plastic bag to be sent home with the child.

Subsection 4.2.3—Toys

Durable, safe, developmentally appropriate toys and/or educational materials should be readily accessible to the children. Items could include art supplies, books, musical instruments, blocks/manipulatives, dramatic play items and science materials. Toys used by children that have not come in contact with bodily fluid, should be cleaned and sanitized daily, and when noticeably soiled.

Subsection 4.2.4—Premises

Floor, carpets, and rugs should be cleaned or vacuumed immediately when noticeably soiled, and daily.

Subsection 4.2.5—Blood and other potentially infectious materials

Staff will follow the standard precautions recommended by the center for disease control and prevention, as follows: 1) Any spilt bodily fluids should be cleaned up immediately 2) The person cleaning such fluids should use gloves to ensure that no contact with bodily fluid occurs 3) Discard fluid or contaminated material in a plastic bag that is securely sealed 4) Materials used to clean should be properly sanitized and dried 5) Wash hands and clothing after cleaning spilt bodily fluids.

Subsection 4.2.6—Drinking Water

Safe drinking water should be readily available to all children. It should be offered to all children between meals and when children are both indoor and outdoor. Staff should contact local health department to ensure that the drinking water is free of lead, parasites, bacteria, and other contaminants.

Subsection 4.2.7—Food Safety

Staff members handling food should be free of infection or illness. Hand washing sinks should be separate from food preparation sinks. Refrigerators should be in proper working order and maintained at below 40 degrees and a freezer kept below 0 degrees Fahrenheit. All food should be cooked to its appropriate temperature in addition to being properly stored when in the refrigerator to prevent cross contamination. Breast milk or any other food brought from home should be labeled, stored, and prepared properly. Cutting boards or surfaces where food is prepared should be sanitized after each use. Tables, highchair trays, dishes and utensils should be cleaned and disinfected after each use. Cleaning agents will be stored separately from food.

Section 4.3—Health & Safety Requirements for Building & Physical Premises Safety

*Outdoor play areas used by children should comply with standards set forth by state licensing agency. Area should be free of garbage or excess litter and any other dangerous objects. Ponds, pools, permanently standing water, and stock tanks should be enclosed with a safeguard such as a fence.

The child care setting should be overall safe and meet state and local tribal standards. The use of tobacco of any form, or alcohol is prohibited on the premises during hours that children are in care. Guns on the child care facility premises should be equipped with child safety devices and kept in a locked location. The only exception to this rule will be made for law enforcement. The ammunition should be kept in a separate location. Children should not have access to hazardous materials. Cabinet

locks should be in place where hazardous materials are stored. Hazardous materials included but are not limited to the following: poisons, toxic materials, cleaning supplies, sharp or pointed objects, plastic bags, flammable liquids, drugs of any kind and insecticides. Walls should not have hazardous levels of lead paint, and windows should be in good repair. Each floor of a home should have two unblocked exits. Home must remain clean, free of litter and excess debris, and in good repair. A home's electric should be kept up to date with state standards in addition to wall sockets being covered while children are present. Garbage is disposed often enough so that it does not develop an odor or attract insects or rodents. Adequate ventilation should be present to prevent the accumulation of harmful odors and fumes. Sufficient heating and cooling should be present in order to keep facility at a good temperature that will not harm children. CCDF must have access to all areas the child will have access to. If the child does not have access to an area, a locking mechanism or other form of visible safety measures must be evident.

All animals and/or pets must be kept separate from the children. Safety measures must be evident to ensure the animal has no access to the children. State licensing standards will be upheld in regards to pet restrictions for all providers.

An emergency evacuation plan should be displayed for view for all staff and children. At least two operating smoke detectors are in place on each level of the home. Approved multipurpose fire extinguishers are readily available. At least one carbon monoxide detector should be operable and present in the home. All locks should be in working order. Home should contain a phone or other expectable form of communication to access emergency personnel. Toys, materials, and furnishings should be: age/developmentally appropriate, stored safely when not in use, durable and remain in working order, free of broken pieces or tears, and positioned so that risk for injury is minimal.

Section 4.4—Health & Safety Requirements for Health & Safety Training

Staff should be trained or receive training in the following areas: 1) First Aid/CPR 2) Implementation of the current KNCCDF policy & procedures 3) Providers with special needs children should work closely with parents to develop a plan in order to best suit the individual needs of the child. Additional training may be necessary. 4) Child Abuse prevention 5) Child development 6) Prevention and control of infectious disease.

Section 4.5—Monitoring & Enforcement of Health & Safety Requirements

Subsection 4.5.1—Announced/Unannounced Visits

Child care providers will be monitored at least twice a year or as deemed necessary by Kaw Nation CCDF staff. All home visits are unannounced. The initial visit will be conducted in conjunction with the orientation visit and will be an announced/scheduled visit. All other health/safety assessments will be unannounced.

Subsection 4.5.2—Background Checks

A national background check may be requested on all persons providing child care to Kaw Nation CCDF participants, including those who frequent the facility. No relatives will be exempt should credible cause be established to request one after an unsuccessful Health & Safety Assessment is conducted. If upon the Health & Safety Assessment reasonable suspicion is determined, the CCDF Director may require the potential provider to return a completed and approved national background check, and/or drug testing from the local urgent care clinic. These may be requested of the potential Provider(s) and also anyone else who frequents the facility. The CCDF Director will make a decision with counsel from the Kaw Nation Tribal Police Chief and Kaw Nation Chair.

The tribally licensed provider must pay for the background check and/or drug test. A request on CCDF and Kaw nation letterhead, for the drug test, will be given to the tribally licensed provider to take with them to any urgent care clinic. The urgent care clinic will then forward the results on to the Kaw Nation CCDF department. Once the drug test results are received by the CCDF Director, the CCDF Director will forward those results on to the tribal attorney, along with the background check results. The tribal attorney will make their recommendations and forward on to the Tribal Chair for final approval.

A review will not be granted to any person convicted of any sexual offense or act of violence against a child. Those potential providers not approved based on background check results will be directed to the local police department for their own records. **The background check and/or drug test must be returned clear before subsidy may begin.*

Subsection 4.5.3—Enforcement of Health & Safety Requirements

Providers found not in compliance with tribal, state and local standards will be given a specific length of time, determined by the Kaw Nation CCDF staff, to make recommended adjustments. If a parental complaint form is received by the KNCCDF staff, an unannounced visit will be made. All steps will be taken to ensure the health and safety of the children in care. An unannounced follow up visit will be conducted to ensure provider is in compliance. Providers that do not meet and comply with these standards, following the follow-up visit, will receive a review of their place with the Kaw Nation as a provider. Upon documentation of non-compliance to the standards that have been set forth resulting in the danger of the child's well being, the Kaw Nation CCDF has a right to terminate the provider's contract. The Provider will then be put on "inactive" status. After three unsuccessful attempts by the Kaw Nation CCDF staff to monitor for compliance, the child care provider may be moved to "inactive" status. Subsidy payments will not be made to an inactive provider. A provider cannot become active again until the CCDF staff has made a visit to the facility and approved. Providers that are inactive (CCDF has received no timesheets) for a period of three months must recertify before services will resume.