



Rosebud Sioux Tribe Child Care Program
Day Care Program Sicangu Oyate Cikala Waunspe Oti
PO Box 130, Rosebud, South Dakota 57570
Phone: 605-747-5264 Fax: 605-747-5856
www.rstchildcare.com



.....
Name of Applicant: _____ **Date:** _____

() Family Day Care Provider is defined as any person over the age of 18 years' old who provides child care services in a private residence for more than one family.

() In Home Day Care Provider; is defined as any person over the age of 18 years' old who provides child care services for one family in the child's home.

.....
Requirements

- Provider must be 18 years old or older
- Complete Provider Application
 - Provider Information form
 - Character Reference Form
 - List the children you are providing care for
 - Protector of the Sacred Agreement form
 - Acknowledgement of Responsibility to Report Child Abuse and Neglect
 - Authorization of Release form
 - Parent & Provider Contract
 - Sign the Criminal background statement
 - Get the Sex Offender Registry signed and returned
 - Complete Emergency Preparedness Plan
- Physical Health Report Form must be completed and signed by a Physician or Physician Assistant (Updated Yearly)
- Complete and sign a W-9 Tax Return Form Annually & be responsible for your own taxes
- Complete the 12 on-line mandated state required training courses
- Obtain your CPR and First Aid Certification (Re-new every two years)
- Complete and pass the Criminal Background Check (**State ID or Driver's License and Social Security Card is needed in order to get your Criminal Background Check complete**)
 - Be responsible for all other adults 18 and over in your home to comply with Criminal Background Checks.

.....
 I have read the definition and requirements of a Family Day Care/ In home Day Care Provider and I certify that I will meet them while I am a registered provider with the RST Child Care Services Program. I understand that if I do not meet these requirements it will result in a non-payment from the program. I certify that I or an authorized person has completed all forms required of me where applicable. _____ **(initial)**

PROVIDER INFORMATION

Name: _____

Mailing Address: _____

Home Phone: _____

Cell Phone: _____

D.O.B _____

Email Address: _____

TYPE OF CHILD CARE THAT WILL BE PROVIDED: (CHECK ONE)

IN HOME (CHILD'S HOME)

FAMILY HOME (PROVIDER'S HOME)

Directions to home where **child care** will be provided: (be very specific)

Description and color of house _____

Do you have children of your own who still require your care? Yes No

Number of children; _____ Age of children: _____

Ratio guidelines; This is needed to determine how many children you are able to provide care for:

.....

Personal Information to help you obtain goals:

Do you have a driver's license: Yes No Are you interested in obtaining a driver's license? Yes No

If yes, what are some barriers that prevent you from obtaining one? _____

Do you have a GED/High School Diploma? Yes No Are you interested in obtaining a GED?

If yes, what are some barriers that prevent you from obtaining one? _____

Are you a Lakota Speaker? Yes, No Are you interested in learning the language? Yes No

If yes, what are some of the barriers that prevent you from learning the language? (pay rates increase for speakers) _____

Are you interested in becoming a State Certified Child Care Provider as well? Yes No

Are you interested in obtaining a CDA- Child Development Associate? Yes No

Do you have a Lakota Name? Yes No As an adult are you interested in getting a Lakota Name? Y N

Do you have children who you would like to get Lakota Names? Yes No How many? _____

Character References

List the names, address, phone numbers and amount of time you have known them:

1. Name: _____

Address: _____

Phone Number: _____

Number of months/years known: _____

2. Name: _____

Address: _____

Phone Number: _____

Number of months/years known: _____

3. Name: _____

Address: _____

Phone Number: _____

Number of months/years known: _____

CHILD(REN) YOU WILL PROVIDE CARE FOR:

1. Child Name: _____ Parent: _____
Age: _____ Days / time providing care: _____

2. Child Name: _____ Parent: _____
Age: _____ Days / time providing care: _____

3. Child Name: _____ Parent: _____
Age: _____ Days / time providing care: _____

4. Child Name: _____ Parent: _____
Age: _____ Days / time providing care: _____

5. Child Name: _____ Parent: _____
Age: _____ Days / time providing care: _____

6. Child Name: _____ Parent: _____
Age: _____ Days / time providing care: _____

7. Child Name: _____ Parent: _____
Age: _____ Days / time providing care: _____

8. Child Name: _____ Parent: _____
Age: _____ Days / time providing care: _____

9. Child Name: _____ Parent: _____
Age: _____ Days / time providing care: _____

10. Child Name: _____ Parent: _____
Age: _____ Days / time providing care: _____

11. Child Name: _____ Parent: _____
Age: _____ Days / time providing care: _____

12. Child Name: _____ Parent: _____
Age: _____ Days / time providing care: _____



Protector of the Sacred Agreement



As a part of the RST Child Care Program, I take my role as a Protector of the Sacred very seriously. If I violate any of the following, I understand by participation in the program may be compromised.

I understand and agree with the following: (Read and initial)

1. No child should be subject to corporal punishment or emotional abuse. This includes, but is not limited to, slapping, kicking, biting, punching, hitting, spanking, and rough handling, shoving, ear or hair pulling, and shaking. Also, food, light, warmth, clothing, or medical care shall not be withheld from a child.

2. The provider shall notify the parent on the day an injury occurs of any kind and include it on an injury report form that will be filled out and copy given to parents. _____
3. Emergency phone numbers of each child's parents, physician, and dentist will be available within the residents and taken on field trips. _____
4. ANY suspected child abuse or neglect must be reported to the local Department of Social Services agency or the police department. _____
5. I will not transport children in my care if I do **NOT** have a valid driver's license. _____.
6. Each child that is transported in a motor vehicle must be in a properly installed, approved child restraint seat and all children shall have individual seat belts. _____
7. No child is permitted to remain unattended in any vehicle. _____
8. Clean separate towels, wash cloths, bedding, combs, and other personal articles are used for each child. _____
9. Drinking water is always AVAILABLE to children, including older infants, and must be offered at frequent intervals in separate or single cups or bottles. _____
10. CHILD CARE PROVIDERS shall wash their hands with soap and water after each diaper change, after assisting a child on the toilet, after washing the diapering surface, and before food preparations. Hands must be dried on a single use towel.

11. A child's hands must be washed with soap and water after each diaper change, after the use of the toilet or toilet changing chair, and before a meal or snack. _____
12. Toilet training chairs, stools, and seats must be washed with soap, water and disinfected daily.

13. Children in diapers shall be kept clean and dry. Their clothing must be changed if wet or soiled.

14. Child Care providers will not prop a bottle when feeding a child. _____

15. Child Care Provider shall notify our office as soon as possible of a new child enrolled in childcare, or when a child stops receiving childcare at the residence. _____

16. The Child Care Provider will notify us in a letter form the decision to discontinue being a childcare provider. _____

17. The childcare provider must notify the Child Care Office of a house guest that is going to be staying at the Providers home for any length of time and will access to the child(ren) in Child Care.

18. Child Care providers will not participate in any violent or disruptive activities. _____

19. Child Care provider will monitor what is posted on social media any violent threats posted or pictures of using any drugs, alcohol or offensive language will not be tolerated and could result in my termination of the Child Care Program. _____

20. If the Child Care Provider comes to the office while intoxicated. Parents will be notified. And incident will result in immediate termination of program participation. _____

21. If any evidence surfaces of me attempting to fraud the RST Child Care Program and the evidence is substantiated, I will be terminated of program participation. _____

If there is fraud involved, you will be held liable for all CCDF payments made in your case, as well prosecution depending on the amount fraudulently claimed.

Please sign and date to verify that you understand this document in its entirety and will be placed in your file.

Child Care Provider

Date

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Release of Information

To whom it may concern:

I _____ authorize any person, agency or institution to supply information regarding me or my family as requested by the RST Child Care Services Program to release such information to cooperating State, Federal or Tribal Agencies.

I hereby release any person, agency or institution from any and all liability for supplying such information.

This authorization is given only in connection with its use by the RST Child Care Services Program in its administration of RST Child Care Services for sole purposes of remaining in compliance with the CCDF-Child Care Development Fund which includes fraud prevention, verification of wages, student status, and child care costs.

This authorization must be signed to process your application and will remain in effect for 1 year of date of signature.

Signature of Applicant: _____

Date: _____

Signature of Spouse: _____

Date: _____

PARENT-PROVIDER CHILD CARE CONTRACT

I. The following contract is between _____ (Parents of child(ren) in care) and _____ located at _____.

Children listed below:

Child's Name _____ Date of Birth _____
Child's Name _____ Date of Birth _____
Child's Name _____ Date of Birth _____
Child's Name _____ Date of Birth _____

II. Standard Rates and Payment Policies:

- 1. Parent will provide the child care provider with a copy of their certification from RST Child Care Program. This document proves that RST Child Care Program will pay for the children listed on the certificate and the amount of hours we will pay.
- 2. Anything over the hours and daily rate that the RST Child Care Program pays for will be paid directly by the parent.

Days and hours of care provided will be:

- 3. Payment is to be given: bi-weekly or monthly by the RST Child Care Program:
- 4. Any co-payments will be paid by the parent directly to the Child Care Program.

The parent will provide (check all that apply):

Breakfast Morning Snack Lunch Afternoon Snack Dinner
Change of Clothes Formula/Breast Milk Diapers & Wipes Infant Food
Other: _____

Provider will supply Breakfast Morning Snack Lunch Afternoon Snack Dinner
Change of Clothes Formula/Breast Milk Diapers & Wipes Infant Food for an additional fee of \$____.
Other special arrangements include _____

III. Rates for holidays, absences, vacations, overtime:

- 1. Care will **not** be provided, but payment is due, on the following holidays when they occur on a day the child(ren) is/are regularly scheduled for care:

The provider will be notified by _____ if the child(ren) will be absent for the day.
Policy for payment of absences is:

- 2. If the provider is unable to provide care because of illness or emergency, the policy is: _____

What will be the COVID-19 response?

Parent is obligated to inform if they or the child has been exposed:
Provider is obligated to inform the parent if they have been exposed:

- 7. If the parent/guardian drops off the child earlier or picks up later than the times specified above, the following overtime rate will be charged: \$_____ per _____ or portion thereof.

IV. Damages:

The policy on damage caused by the child(ren) while in the provider's care unless caused by the negligence of the provider is:

(This does not apply to normal wear and tear on toys or furniture, only to damage.)

V. Monthly Payment Responsibility Clause

If the RST Child Care Program pays the provider for the entire month and the provider becomes unable to provide services for any portion of that month, the following responsibilities and expectations will apply:

Provider Responsibilities:

1. The provider must notify the parent as soon as they know they are unable to provide services.
2. The provider must offer a remedy for any missed days in which payment has already been received.

Remedies may include:

- o Offering make-up care on another day,
 - o Providing a partial refund or credit to the parent for days not served,
 - o Adjusting the following month's schedule or payment to make up for time missed,
 - o Assisting the parent in finding temporary alternative care when possible.
3. The provider must communicate clearly and professionally with both the parent and the RST Child Care Program about any gaps in service.
 4. Other: _____
 5. Other: _____

Parent Expectations:

1. Parents are expected to communicate promptly if they need clarification or if service disruptions create hardship.
2. Parents may expect reasonable resolution from the provider when services cannot be offered, including refunds, credits, or alternative arrangements as listed above.
3. Parents understand that the RST Child Care Program makes payments based on approved schedules, and any adjustments due to lack of service must be resolved directly between the parent and provider.
4. Other: _____
5. Other: _____

VI. Termination procedure:

This contract begins on the following date: _____ and may be terminated by either parent/guardian or provider by giving _____ days/ weeks' written notice. The provider may terminate the contract without notice if the parent/guardian is over _____ days/ week(s) late with scheduled payments.

Parent/guardian may terminate the contract without notice if the provider does not comply with RST Child Care Program child care regulations/laws.

Changes to the contract, desired by either provider or parent/guardian, must be made in writing and acknowledged in writing by the other parties at least 2 weeks before the desired change takes effect. A new contract may be signed at that time to reflect the changes.

VI. Signatures:

By signing this contract, all parties agree to all of the above terms and policies, including financial responsibility for child care provided. The provider is responsible for providing all parties a copy of the signed contract.

Provider's signature _____ Date _____

Parent / Legal guardian signature _____ Date _____

Criminal Background Statement

Rosebud Sioux Tribe Child Care Program policy in accordance with CCDF rule (98.43(b)), a criminal background check is required for;

- All child care staff members (including prospective staff members) of ALL child care programs that are
 - o Licensed, regulated, or registered under Tribal Law
 - o All other providers eligible to deliver CCDF services

Background check requirements apply to any staff member who is employed by a child care provider for compensation, including contract employees and self-employed individuals, whose activities involve the care or supervision of children or who have unsupervised access to children (98.43(2)).

For family child care in homes, this requirement includes the caregiver and any other adults residing in the family child care home who are age 18 or older (98.43(a)(2)(ii)(C)). This requirement does not apply to individuals who are related to the children for whom child care services are provided (98.43(a)(2)(i)(A)).

Under the CCDF rule, a criminal background check includes specific components that are outlined in Table 2.3 below.

Required components	National	Current State of Residence	State where live within Last Five Years
1. FBI Fingerprint check	X		
2. National Crime Information Center (NCIC) National Sex Offender Registry (NSOR)	X		
3. State criminal registry or repository		X Fingerprints Required	X
4. State sex offender registry or repository		X	X
5. State child abuse and neglect registry and database		X	X

Disqualifying Crimes

Childcare staff members and any potential staff members and any provider receiving CCDF funding cannot be employed by a childcare provider receiving CCDF subsidy funds if they:

- Refuse a background check
- Make materially false statements in connection with the background check
- Or are registered or required to be registered on the state or National Sex Offender Registry
- Convicted of a felony consisting of murder
- Child abuse or neglect
- Crimes against children
- Spousal abuse
- Crimes involving rape or sexual assault
- Kidnapping
- Arson
- Physical assault or battery
- Subject to an individual review
- Drug related offense committed during the preceding 5 years
- A violent misdemeanor committed as an adult against a child including the following;
- Child abuse
- Child endangerment
- Sexual assault or a
- Misdemeanor involving child pornography

I hereby understand the full length of the background checks. I also understand that I will not be considered in "FULL COMPLIANCE" until all adults in the house over the age of 18 also have completed the background checks requirements.

Signature of applicant

Date



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SEX OFFENDER REGISTRY CHECK

(Required by South Dakota Law 26-6-14 for Child Care Programs)

This form verifies that the person named below is NOT listed on the State or National Sex Offender Registries. It must be completed before hiring or allowing any individual to volunteer.

Applicant Information:

- **Name:** _____ **Other Names Used (if any):** _____
- **Address:** _____ **City:** _____ **State:** _____ **Zip** _____
- **County:** _____

REGISTRY CHECK RESULTS:

State Sex Offender Registry

- () Yes, the name IS on the State Sex Offender Registry.
- () No, the name is NOT on the State Sex Offender Registry

National Sex Offender Registry

- () Yes, the name IS on the National Sex Offender Registry.
- () No, the name is NOT on the National Sex Offender Registry

Checked by: _____

Name: _____ **Title:** _____ **Date of Check:** _____

Signature of person completing check: _____

Emergency Preparedness and Response Plan Template

Plan Developed By: _____

Date: _____

Provider Information

Provider Name: _____

Provider Address: _____

Provider Phone Number: _____

Email: _____

Director Name (if applicable): _____

Director Phone Number: _____

Other Emergency Contact: _____

Contact Phone Number: _____

Licensed Capacity: _____

Emergency Contact Information

Emergency / Program	Phone Number
Medical Emergency	911
Police	911
Fire	911
Hospital	_____
Poison Control	_____
Insurance	_____
Child Care Licensing Specialist	_____
Local Emergency Management	_____
Electric Company	_____
Gas Company	_____
Water Company	_____
Building Inspector	_____
Plumber	_____

Location of Emergency Items

- Attendance list for children and staff: _____
 - Children's emergency contact information: _____
 - Emergency supplies: _____
 - Emergency radio with batteries: _____
 - Flashlight with batteries: _____
 - Location of water shut-off: _____
 - Location of electrical/gas shut-off: _____
-

Evacuation Plan

Evacuation may be required in the event of fire, or a gas/carbon monoxide leak.

• Person responsible for taking sign-in sheets & emergency contacts:

- Staff will check all rooms and bathrooms, ensuring evacuation before closing doors.
- Ensure exit routes are clear and unobstructed.

Location of exit doors:

- Calmly walk to the outside meeting area located at:
-

(Use alternative direction if wind blows smoke or hazards toward this location.)

- At the meeting area, conduct a head count to ensure all children and staff are present.
 - Use emergency contact information to notify parents of the situation.
 - Do not re-enter the building until it has been declared safe.
 - Notify DSS Licensing within 24 hours if damage affects child care operations.
-

Accommodations for Vulnerable Persons

1. Infants and Toddlers:

- Follow procedures for safely evacuating infants/toddlers using evacuation equipment as needed.
 - Evacuation equipment (crib, stroller, wagon, etc.) is located at:
-

2. Children/Staff With Special Needs or Medical Conditions:

- Special-needs children are assisted by assigned staff trained to support their evacuation.
 - Bring medications, care plans, communication or mobility devices as necessary.
-

Alternate Location (If Building Cannot Be Re-entered)

Name: _____

Address: _____

Contact Person(s): _____

Phone Number: _____

Cell Phone Number: _____

Confirmed the location is safe for children? Yes No

Shelter-in-Place Plan

Shelter-in-place may be required for tornadoes, severe weather, chemical spills, etc.

- Shelter-in-place location (interior room without windows/vents):
-

- Monitor local radio/TV for updated weather information.
 - Bring children and emergency supplies to the designated area.
 - **Person responsible for taking attendance lists, emergency contacts, and supplies:**
-

- Take attendance and record children picked up early.
 - Close and lock windows.
 - During tornado warnings, children will sit with backs to wall, heads tucked.
 - Staff will keep children calm with reading, songs, or quiet activities.
 - Contact parents when possible.
-

Lock-Down Procedures

Lock-down may be required during intruder threats, violent incidents, trespassing, etc.

- Bring children indoors immediately if outside.
 - Lock all exterior doors and windows.
 - Move to the nearest safe room or designated lock-down area:
-

- Close interior doors; use heavy furniture if needed to block entry.
 - Close blinds/curtains; turn off lights; silence cell phones.
 - Keep children low to the ground and out of sight.
 - Maintain calm using quiet activities.
 - Notify staff and families outside the building that they cannot enter.
 - Remain in lock-down until police give the all-clear.
 - Notify parents and DSS Licensing within 24 hours.
-

Emergency Supplies

Emergency supplies include:

- Emergency phone numbers & family contact information
 - Attendance forms
 - Flashlights & extra batteries
 - Battery-operated radio & extra batteries
 - First aid kit, gloves, tissues, toilet paper
 - Hand sanitizer & disinfectant
 - Wet wipes
 - Diapers, wipes, formula (if applicable)
 - Plastic bags
 - Bottled water & cups
 - Non-perishable food items
 - Charged cell phone & car charger
 - Critical medications (insulin, epi-pens, etc.)
-

Communication Plan

- Parents will be notified by (phone tree, auto-text, social media, email, etc.):

- Emergency plan is shared with parents (how/when/how often):

- Staff training on emergency plan (how/when/how often):

- Practice drills with staff and children (how/when/how often):

- Plan shared with emergency partners (fire dept., local EM, Red Cross, etc.):

Reunification Plan

After an emergency, the provider will:

- Notify parents when/where to pick up their children.
 - Understand some parents may be delayed due to the emergency.
 - Document when each child is picked up.
 - Reassure parents and children and explain continuity of care.
-



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Physical Exam:

Name of RST Child Care Provider: _____ DOB: _____

This portion is to be completed by the Physician or Physician's Assistant

Be assured this information will be used in licensing/approval purposes only.

Your medical expert opinion is his or her approval to ensure that this person is free from physical or mental illness which might be detrimental to the care of children.

Date of Exam: _____

Is the applicant under treatment for any chronic illness: Yes _____ No _____
 If yes, what is the diagnosis? _____

Is the applicant prescribed any medication? Yes _____ No _____
 If yes, what medications? _____

Has applicant received a flu or H1N1 shot? Yes _____ No _____
 If yes, on what date? _____

General overall condition of health: _____

Is there any emotional or mental factors which would interfere with this individual's ability to care for children in his or her home? Yes _____ No _____
 If yes please indicate here: _____

Is there any physical factors which would interfere with this individual's ability to care children in his or her home? Yes _____ No _____
 If yes please indicate here: _____

 Physician or Physician Assistant Signature

 Date

**ROSEBUD SIOUX TRIBE OFFICE OF THE ATTORNEY GENERAL
BACKGROUND INVESTIGATION PROGRAM**

AUTHORIZATION FOR RELEASE OF INFORMATION

I authorize any investigator, or other duly accredited representative of the Rosebud Sioux Tribe Background Investigation Program under the Rosebud Sioux Tribe Attorney General's Office, who is conducting my background investigation, to obtain any information relating to my activities from individuals, schools, residential management agents, employers, criminal justice agencies, or other sources of information. This information may include, but is not limited to academic, residential, achievement, performance, attendance, disciplinary actions, employment history, and criminal history record information.

I further authorize any investigator, or other duly accredited representative of the Rosebud Sioux Tribe Background Investigation Program under the Rosebud Sioux Tribe Attorney General's Office, who is conducting my background investigation, to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for assignment to, or retention in a position working with children. I understand that I may request a copy of such records as may be available to me under the law.

I authorize custodians of records and other sources of information pertaining to me to release such information upon request of the investigator, or other duly accredited representative authorized above regardless of any previous agreement to the contrary.

I understand that the information released by records custodians and sources of information is for the official use by the Rosebud Sioux Tribe Attorney General's Office Background Investigation Program and only for the purpose of determining my suitability for employment with **RST Child Care Program**. (Name of Rosebud Sioux Tribal Program)

Copies of this authorization that show my signature are as valid as the original release signed by me. This authorization is valid for five (5) years from the date signed or upon the termination of my affiliation with **RST Child Care Program** whichever is sooner.

Bring a State ID: The ID will need your height, weight & eye color, along with physical address: Tribal ID's will NOT be an acceptable form of identification.

Signature (sign in black ink)	Printed Name (First, Middle, Last)	Date Signed
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Other names used	Social Security Number	Date of Birth
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Position you are being investigated	Primary Contact Number
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Current address	State	Zip Code	Secondary Contact Number
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List the addresses you lived in the past 5 years

Address	City	State	From what dates

_____ **I am an RST Child Care Provider or Staff**

_____ **I am an adult 18 and over living in the same home as the RST Child Care Provider.**