



Self-Evaluation Checklist for a Licensed or Approved Family Foster Home

Good beginnings last a lifetime. This form is provided for your use as a resource and guide to help you determine your own compliance with Kansas laws and licensing regulations. It does not need to be submitted with your application. The KDHE recommends that you read the Kansas Laws and Regulations for Licensing Family Foster Homes for Children before going through the checklist and several times throughout the year. You are responsible for maintaining the family foster home in compliance with the laws and regulations. Consult with your sponsoring agency licensing social worker if you have any questions about how to meet any law or regulation.

NOTE: The statements on this form do not reflect all of the laws and regulations for a family foster home. Each statement is referenced with a law or regulation number. The statements are NOT the actual laws or regulations. Refer to the regulation book for all applicable regulations and for the complete statement of each regulation. The blank spaces after each statement may be used to record your comments.

K.S.A. 65-501 and K.A.R. 28-4-801 License Required

If initial applicant(s) and no temporary permit or license has been issued by KDHE, I/we do not have unrelated children in care that exceeds the criteria for care that does not require licensure. _____

I/We agree to maintain the license capacity of the foster home. _____

I/We agree to provide only one form of care on the same premises. _____

K.S.A. 65-504 Licenses and K.A.R. 28-4-804

I/We agree to prominently display our foster home license. _____

I/We agree not to provide care for any adult unrelated to me/us. _____

K.S.A. 65-512 Inspections.

I/We agree to allow KDHE licensing surveyors and the CPA right of entry and access to every place on the premises. _____

I/We acknowledge the license is valid only for the individual(s) and the address on the temporary permit or license. _____

I/We agree to provide the surveyor and CPA with records which are required to be inspected. _____

I/We will request an Amendment prior to changing license capacity or ages of children served. _____

K.S.A. 65-513 Changes or Alterations Required to Comply.

I/We understand that it is our responsibility to make changes or alterations provided in any Notice of Survey Findings within 5 days of the receipt of the notice. _____

K.A.R. 28-4-805 Background Checks

I/We agree to request background checks **before** any of the following occur:

- a new resident over 10 years of age moves into the home. _____
- a new employee or volunteer over 10 years of age is working in the home. _____
- a new caregiver at least 14 years of age is providing care. _____
- a new individual 10 years or over moves into any home used as a resource for informal visitation. _____

K.A.R. 28-4-802 License Requirements

I/We acknowledge that in order to obtain and maintain a license, I/we must meet the following:

- Submit a complete application including requests for background checks. _____
- Be at least 21 years of age _____
- Have sufficient income or resources to provide for the basic needs and financial obligations of my/our family and to maintain compliance with the foster home regulations. _____
- Meet the training requirements. _____
- Obtain and maintain ongoing sponsorship with a child-placing agency. _____

K.A.R. 28-4-806 Training

I/We have completed or will complete prelicensure training, including:

- An approved family foster home preparatory program. _____
- A face-to-face first-aid training at least 3 clock-hours. _____
- Universal precautions. _____
- Medication administration. _____

I/We acknowledge that each foster parent is required to complete annual in-service training (at least eight hours, two of which are through group training). _____

K.A.R. 28-4-804 Terms of License

I/We understand that each child in foster care must be at least five years younger than the youngest foster parent. _____

I/We acknowledge that I/we must complete any additional _____

training required by my/our sponsoring CPA.

I/We acknowledge that if I/we are in noncompliance with annual training requirements, it will result in a corrective action plan and I/we will be unable to accept new placements.

K.A.R. 28-4-807 Reporting Requirements

I/We will report infectious or contagious disease specified in K.A.R. 28-1-2 to the health department by the next working day as well as to my/our child-placing agency if for a child in foster care.

I/We agree to notify the child-placing agency if a child in foster care requires hospitalization or emergency room care.

I/We agree to report to KDHE's TB Control program a positive TB test for any individual residing, working, or volunteering in my/our home.

I/We agree to immediately report all critical incidents:

- To the child's child-placing agent.
- To my/our sponsoring child-placing agency.

I/We agree to submit a written report for any critical incident to my/our CPA by the next working day and to keep a copy of the report on file.

I/We agree to report to KDHE the death of a child in foster care or of a resident of the home.

I/We agree to immediately (within 24 hours) report suspected abuse or neglect of a child in foster care to SRS or law enforcement **and** to my/our sponsoring child-placing agency.

K.A.R. 28-4-808 Recordkeeping: Confidentiality

I/We agree to ensure all records pertaining to the licensure and operation of the family foster home are kept at the home and are accessible to KDHE and the sponsoring child-placing agency.

I/We agree to keep family foster home records on file, including:

- Sponsoring CPA's approval for:
 - Me/Us to provide respite care.
 - Use of informal visitation.
 - Outdoor safety plan.
- Copy of the safety rules that are posted for the use of swimming and/or wading pools, or hot tubs.
- Any approved exceptions.
- FFH regulation book.
- Documentation of information submitted for required background checks.
- Copy of each critical incident report for each child in

foster care.

- Documentation of rabies vaccination for each dog and cat we own.
- Documentation of accident & liability insurance for each vehicle used to transport a child in foster care.

I/We agree to keep a file for each caregiver, including:

- Required training certificates.
- Health assessment and negative TB test or chest x-ray.
- A copy of a valid driver's license (if applicable).
- All information for extended family members identified as resources for informal visitation.

I/We agree to maintain a file for each foster family member, 16 and older, including:

- Health assessment and negative TB test or x-ray.
- Current immunization record (16 to 18 years).
- Copy of a valid driver's license if transporting any child in foster care.
- Copy also to the sponsoring CPA.

I/We agree to maintain a file for each foster family member less than 16 years of age, including a health assessment and documentation of immunizations.

I/We agree to maintain a file for each child in foster care, including:

- All required placement information.
- Authorization, if any, regarding disclosure of confidential information for the child in foster care.
- Documentation, if applicable, of a case plan authorizing the use of physical restraint.
- Documentation, if applicable, of each use of physical restraint on the required report form.
- Medical and surgical consent forms.
- Contact information for a physician to be called in case of emergency.
- Medical information record.

I/We agree to keep confidential the recorded information for each child in foster care.

I/We agree to keep records on file in the FFH in a manner that ensures confidentiality.

K.A.R. 28-4-809 Placement Information and Departure Requirements

I/We agree to have the following information on file prior to or at the time I/we accept a child in foster care for placement:

- Approval of the sponsoring CPA.
- Signed medical and surgical consent forms, OR
 - A provision for obtaining the forms (in the case of after-hours emergency placement).
- Completed placement agreement, OR
 - Completed emergency placement form.
- Description of circumstances leading to the current placement, AND
 - Reason the child in foster care came into custody (if known).
- Description of the child's recent circumstances, including medical problems, mental health concerns, and safety concerns.
- Information about the child's medication and dietary needs, AND
- The name of each of the child's current health care providers (if known).
- Any known allergies
- Contact individual for the last educational program attended by the child.

I/We agree to review the following information no later than 14 calendar days after placement:

- Copy of the court order authorizing the placement of the child in foster care.
- Designation of the race or cultural heritage of the child, including tribal affiliation, if any.
- Completed and signed placement agreement, including emergency contact information.
- Signed medical and surgical consent forms.
- Name, address, and phone number of the child's parents or legal guardian.
- The spiritual or religious affiliation of the child and the child's family.
- The child's placement history summary, including contact information for advocates.
- Description of the positive attributes and characteristics of the child.
- Contact information for the responsible child-placing agent.
- Copy of the current case plan (if completed), OR
 - If not completed, I/we will obtain a copy within 14 calendar days of the completion of the plan.
- I/We will request from the CPA any required information that is not on file.
- I/We will document the request.

I/We agree to send the following with the child at the time of departure from the FFH:

- All possessions brought with the child to the FFH that

- are usable or that have special significance to the child.
- All savings from gifts, allowances, and earnings.
- All usable clothing, school supplies, recreational equipment, gifts, any other items purchased for and given to the child during placement at the home.
- The child's life book.

K.A.R. 28-4-810 Case Plan

I/We agree to be active participant(s) on the case-planning team.

Our participation will include the following:

- Identifying and sharing information, including any treatment outcomes achieved and the attainment of life skills.
- Reporting the child's behaviors and other important information as indicated in the child's case plan.
- Recommending changes in the child's case plan, including approval needed for special activities or privileges.
- Giving the child-placing agent additional significant information about the child as it becomes known.

I/We agree to not disclose medical or social information relating to any child in foster care without authorization from the child-placing agent, unless disclosure is directly related to obtaining necessary services or ensuring safe involvement in activities.

I/We agree to implement the provisions assigned to me/us in the case plan and will follow policies of the CPA for the care of the child.

I/We agree to seek consultation and direction from the child-placing agent or CPA if issues arise between me/us and the child in foster care.

K.A.R. 28-4-811 Caregiver Qualifications: Supervision

I/We agree to ensure that each caregiver is qualified by the temperament, emotional maturity, judgment, and the understanding of children necessary to maintain the health, comfort, safety, and welfare of children in foster care.

I/We agree to ensure that each child in foster care is supervised in accordance with the child's age, maturity, risk factors, and developmental level.

I/We agree that additional supervision will be provided when:

- The child has mental health issues related to risk-taking behaviors.

- The child would be a danger to self or others.
- The child functions below the child's chronological age level.
- The child is unable to engage in self-care.

I/We agree to ensure substitute care and supervision when:

- I am/we are absent between the hours of 6:00 am and midnight, and:
 - When the absence is less than four hours, the substitute caregiver will be at least 14 years of age AND at least 3 years older than the oldest child in foster care.
 - When the absence is from four to ten hours, the substitute caregiver will be at least 16 years of age AND at least 3 years older than the oldest child in foster care.
- I am/we are absent for more than 10 hours OR for any period between midnight and 6:00 am, the substitute caregiver will be at least 18 years of age AND at least three years older than the oldest child in foster care.

I/We agree that a child in foster care who is at least 12 years of age will be permitted to stay at home without adult supervision between the hours of 6:00 am and midnight only if:

- The potential for self-care is identified and written approval is included in the child's case plan.
- Each child's specific risk-factors are considered in developing the self-care plan.
- I/We have a written self-care plan for each child in foster care in the home in my/our absence.
- The self-care plan is approved by the sponsoring CPA and the child's child-placing agent.
- Only children residing in the home are present during self-care.
- Minimum age and maximum time limits are followed:
 - Child at least 12 years of age – maximum two consecutive hours; no more than four hours each day.
 - Child at least 14 years of age – maximum four hours each day.
 - Child at least 16 years of age – maximum 10 hours each day.

K.A.R. 28-4-812 Respite Care

My/Our home is approved for Respite Care Yes _____ No _____

I/We agree that respite care may be provided for a child placed in another foster home if:

- I am/We are in compliance with all FFH Regulations.

- My/Our sponsoring CPA has approved my/our FFH to provide respite care. Written approval is on file in the FFH.

I/We agree that when short-term respite care is provided, the number and age-range authorized on the temporary permit or license will not be exceeded by more than two additional children in foster care or by a sibling group of any size.

- I/We agree that during sleeping hours, an individual bed will be available for each child.

I/We agree that when long-term respite care is provided, the license capacity will not be exceeded.

K.A.R. 28-4-813 Child Growth and Development

I/We agree to provide for the growth and development of each child in foster care by providing the following:

- Contact with the family of the child in foster care in accordance with the case plan.
- Access to individual, school, and community recreational activities according to the child's age and interest.
- Privacy

I/We agree to meet the cultural and religious needs of each child in foster care placed in the FFH.

I/We agree to provide an adequate supply of play equipment, materials and books that are:

- Suitable to the developmental needs and interests of each child in foster care.
- Safe, clean, and in good repair.

I/We agree to provide the following to each child in foster care:

- Facilitation of the child's timely enrollment and school attendance in a local school district, or when appropriate, the child's district of residence AND
- Facilitation of the child's regular attendance at school or any other place of instruction in accordance with the child's individual education plan.
- Assistance in learning basic life skills in preparation for life after foster care.

K.A.R. 28-4-814 Family Life

I/We agree to provide the following for each child in foster care:

- Inclusion of the child in the daily life of the family, including eating meals with the family and participating in recreational activities.
- Ensuring that each child is provided with the same

opportunities that are provided to other children residing in the home.

- Ensuring that each child is provided access to schools, church, recreational and health facilities and other community resources.

I/We agree to provide a daily routine that includes:

- Active and quiet play, both indoors and outdoors.
- Rest and sleep.
- Nutritious meals and snacks.

I/We agree to ensure that each child is provided with:

- Food and shelter.
- Nonprescription medical needs.
- Clothing and shoes.
- Toiletries and personal hygiene products.
- Birthday and holiday gifts.

I/We agree to notify the CPA and the child's child-placing agent when I/we identify a need for special items, including:

- Clothing and fees for instructional or extra-curricular activities; school pictures; athletic and band instrument fees; cap and gown rental and prom clothing.

I/We agree to provide an allowance to each child in foster care equal to that of any other children of similar age in the FFH who receive an allowance.

I/We agree that each child in foster care will have the opportunity to earn spending money at tasks or jobs.

I/We agree that money earned belongs to the child.

I/We agree that no child will be forced to provide for needs that otherwise would be provided by me/us.

I/We agree to permit each child in foster care to perform only tasks that are within the child's ability, are reasonable, and are similar to expectations for others in the household.

If there are extended family members identified as resources for informal visitation. I/we agree to meet the following requirements for each:

- Describe the relationship to the me/us.
- Submit a request for required background checks.
- Obtain a copy of the current driver's license for each individual who could provide transportation during visitation.
- Provide to the CPA documentation that the individual has read and agrees to follow the confidentiality policy and the discipline policy of the CPA.

- Ensure that each has emergency contact numbers and a crisis plan in case of emergency.
- Ensure that each original medical consent form and a copy of each health assessment are provided for each child participating in informal visitation.

I/We agree to obtain my/our sponsoring CPA's approval of the informal visitation plan before using.

I/We agree to provide the sponsoring CPA with the required information and to keep a copy on file in the FFH.

I/We agree to report the following to the CPA:

- The date of each informal visitation.
- The identified extended family member's name and address.

I/We agree to ensure the following:

- Each identified extended family member is informed of the content of the FFH regulations.
- Supervision that ensures the health, safety, and welfare of each child in foster care is provided by an individual 18 years or older.

I/We understand that I/we may permit a child in foster care to participate in sleepovers in unlicensed homes if:

- The purpose is participation in a social event that is normal for the child's age and development.
- Participation in sleepovers is not precluded in the child's case plan.
- I/We have confirmed the invitation with the parent of the child to be visited and determined that appropriate supervision will be provided by an individual 18 years of age or older.

I/We understand that I/we may allow a child in foster care to participate in a high-risk sport or recreational activity ONLY if:

- Written permission for the specific activity is obtained from the parent, legal guardian, or legal custodian of the child in foster care and from the child's child-placing agent.

- I/We have assessed the individual child-specific risk factors before giving permission.
- Required protective safety gear is used.
- A safety plan is developed and followed.
- An individual 18 or older provides direct supervision.

I/We understand that children in foster care are prohibited from using trampolines in home settings.

K.A.R. 28-4-815 Behavior Management; Prohibited Punishment; Physical Restraint; Notification

I/We agree to ensure that positive methods appropriate to the age and developmental level of the child in foster care are used for behavior management.

I/We agree that caregivers will use methods of behavior management designed to help each child develop inner controls and manage the child's own behavior in a socially acceptable manner.

I/We agree that if time-out is used, it is in accordance with the child's age and developmental level and only long enough for the child to regain self-control.

I/We agree that behavior management techniques will be approved, in writing by the case planning team for each child in foster care who is unable to develop self-control.

I/We agree that no individual shall use any of the following means or methods of punishment of a child:

- Punishment that is humiliating, frightening, or physically harmful to the child.
- Corporal punishment, including hitting with the hand or any object, yanking arms or pulling hair, excessive exercise, exposure to extreme temperatures, or any other measure that produces physical pain or threatens the child's health or safety.
- Restricting movement by tying or binding.
- Confining a child in a closet, box, or locked area.
- Forcing or withholding food, rest, or toilet use.
- Refusing a child access to the family foster home.
- Mental and emotional cruelty, including verbal abuse, derogatory remarks about a child in foster care or the child's family, statements intended to shame, threaten, humiliate, or frighten the child, or threats to expel a child from the home.
- Placing soap, or any other substance that stings burns, or has a bitter taste in the child's mouth or on the tongue or any other part of the child's body.

I/We agree that no caregiver will give medications, herbal or folk remedies, or drugs to a child in foster care in order to control or manage the child's behavior, except as prescribed by the licensed physician or licensed nurse practitioner of the child in foster care.

I/We agree that no child in foster care will be forced to participate

in publicity or promotional activities.

I/We agree that no caregiver will publicly identify any child in foster care to the embarrassment of the child.

I/We agree that no child in foster care will be forced to acknowledge dependency on the FFH or to express gratitude to me/us.

I/We agree that no caregiver will use physical restraint to manage behavior unless all of the following are met:

- Each caregiver ensures that prior to using physical restraint, other de-escalation methods are used.
- If physical restraint is necessary for the child's own protection or for the protection of others, the child is held as gently as possible to manage the child's behavior.
- No bonds, ties, or straps are used to restrict movement.
- The child in foster care is held only until one of the following is achieved:
 - The child regains behavioral control.
 - The child is no longer a threat to self or others.
 - The restraint has lasted 20 minutes with no improvement in the child's behavior.
- Each caregiver using physical restraint in any situation other than an emergency will have a current certificate on file documenting training in de-escalation methods and physical restraint procedures and techniques.
- I/We have on file a case plan authorizing physical restraint for each child in foster care whose behavior cannot be managed by less intrusive methods and whose behavior requires the use of physical restraint on a recurring basis.

I/We agree that each caregiver will inform the child's child-placing agent and the CPA each time physical restraint is used.

I/We agree to document each use of physical restraint on a form that includes:

- The child's name and birth date.
- The date and the start and end times of the physical restraint.
- Description of the other de-escalation methods attempted before the use of physical restraint.
- Description of the child's behaviors and condition and the incidents that led to the use of physical restraint.
- Description of the child's behavior during and following the physical restraint.
- Description of any follow-up actions taken.
- Name of the individual who used physical restraint

on the child.

- Name of the licensee completing the report and the date completed.

I/We agree to file the report with the CPA no later than the next working day following the use of physical restraint.

I/We agree that the use of physical restraint as an emergency intervention will be reported to the CPA at the conclusion of the intervention when the child is no longer a danger to self or others.

K.A.R. 28-4-816 Transportation

I/We agree to ensure:

- The following are met when any vehicle used for transportation of a child in foster care is owned or leased by a foster family member or is driven by a child in foster care:
 - Driver 18 years or older [except when the child in foster care is a parent, as addressed in K.A.R. 28-4-816 (e)].
 - Driver holds a driver's license appropriate for the vehicle being used.
 - CPA is provided with a copy of the driver's license.
- Trailers pulled by another vehicle, camper shells, and truck beds are not used to transport children.
- Vehicle is maintained in safe condition.
- The vehicle is covered by accident and liability insurance as required by the state of Kansas.
- First aid kit is in vehicle and includes:
 - Disposable nonporous gloves.
 - Cleansing agent.
 - Scissors.
 - Assorted bandages.
 - Adhesive tape.
 - Roll of gauze.
 - Gauze squares (at least 4" x 4")
 - Elastic bandage

I/We agree to use seat belts and child safety seats, to include:

- Each individual is secured by seat belt or child safety seat when vehicle is in motion.
- One child per seat belt or child safety seat.
- Seat belt properly anchored to vehicle.
- Required child safety seat or booster seat:
 - Has current federal approval.
 - Installed per manufacturer's instructions

and per vehicle owner's manual.

- Appropriate to the height, weight, and physical condition of the child.
- Properly maintained.
- Has a label with date of manufacture and model number in case of product recall.
- No missing parts or cracks in the frame.
- Has not been in a crash.

I/We agree that the health and safety of children will be protected as follows:

- Passenger doors locked while vehicle is in motion.
- Order is maintained at all times.
- Driver ensures that vehicle is not in motion if behavior of occupants prevents safe operation.
- All parts of child's body remain in vehicle at all times.
- Children enter and exit the vehicle away from traffic.
- Children under 10 years are not left in vehicle unattended by an adult.
- Driver makes sure that no child is left in vehicle when vacated.
- No smoking in the vehicle, when a child is in placement, whether or not a child is in the vehicle.
- Medical and surgical consent forms and health assessments are in the vehicle when a child is transported 60 miles or more from the FFH.

I/We agree that the following will be met before a child in foster care may drive:

- Permission is obtained from the parent or guardian.
- Child's case plan includes driving privileges.
- Child has a valid driver's license.

I/We agree the following will be met if a child in middle school or junior high is transported to/from school by a driver who is between 16 and 18:

- Driver lives in the FFH.
- Driver has a valid driver's license.
- Written approval from parent or legal guardian and child-placing agent.

I/We agree the following will be met if a child in high school is transported to/from school, work, or social activities by a driver who is between 16 and 18 :

- Driver has a valid driver's license.
- Written approval from parent or legal guardian and child-placing agent.
- Not more than one passenger when transporting to work or social activities.

I/We agree the following will be met if a child in foster care is a parent and is transporting his/her own child:

- Driver is 16 or older.
- Driver has a valid driver's license.
- Trailers pulled by another vehicle, camper shells, and truck beds are not used to transport children.
- The vehicle is maintained in safe condition.
- The vehicle is covered by accident and liability insurance.
- First-aid kit is in vehicle.
- Appropriate individual restraint is used.
- Passenger doors are locked while the vehicle is in motion.
- Order is maintained at all times.
- All parts of each child's body remain in the vehicle at all times.
- Children enter and exit vehicle away from traffic.
- Children under 10 years are not in vehicle unattended by an adult.
- When a child is in placement, there is no smoking in the vehicle, whether or not a child is in the vehicle.
- Medical and surgical consent forms and health assessments are in the vehicle when a child is transported 60 miles or more from the FFH.

I/We agree the following requirements will be met before a child in foster care is allowed to drive:

- Permission is obtained from the parent or guardian of the child in foster care.
- Child's case plan includes driving privileges.
- Child has a valid driver's license.

K.A.R. 28-4-817 Nutrition, Food Handling and Storage.

I/We agree to ensure for each child in foster care:

- Children under 12 months are held when bottle-fed until they can hold their own bottle.
- No child is allowed to sleep with a bottle in his/her mouth.
- Prepared formula and juice is refrigerated until it is used.
- Leftover formula and juice is kept refrigerated with the nipple covered and is used within 24 hours or is discarded.
- Each child less than 12 months has solid foods introduced in consultation with the child's physician.

I/We agree that nutritious meals and snacks are planned and served in accordance with the FDA's recommended daily

allowances.

I/We agree that food served is of sufficient quantity to allow seconds of bread, milk, and either vegetables or fruit.

I/We agree that only pasteurized milk products are served.

I/We agree food allergies and special dietary needs of each child in foster care will be accommodated.

I/We agree that dishes are washed, rinsed, and stacked or placed in a dishwasher after each meal, no later than the next day.

I/We agree that sanitary methods of food handling and storage are followed.

I/We agree that each individual involved in food preparation and food service uses sanitary methods of food handling, food service, and storage.

I/We agree that each individual involved in food handling washes his/her hands with soap and running water immediately before food preparation and service.

K.A.R. 28-4-818 Storage and Administration of Medication

I/We agree that all prescription and nonprescription medication

- is kept in the original container,
- at the recommended temperature,
- in locked storage and inaccessible to children.

I/We agree that nonprescription medication will be administered from the original container and according to the instructions on the label.

I/We agree that substances including herbal supplements, folk remedies, natural medicines, and vitamin supplements other than a daily multivitamin will be administered only with documented approval by a licensed medical practitioner.

I/We agree that prescription medication will be administered:

- Only to the designated child.
- In accordance with the instructions on the label.
- Kept in the original container labeled by a pharmacist with child's name, date filled, physician's name, expiration date, and instructions for administration and storage.
- Instructions on the label are considered the order from the physician.

I/We agree to ensure that each individual regularly caring for a child or children has a health assessment:

- Conducted by a licensed physician or nurse.
- Conducted less than one year prior to and no later than 30 days after application, employment or volunteering.
- On a KDHE form.

I/We acknowledge that each caregiver will obtain a new health assessment as requested by KDHE or the CPA if the caregiver experiences a significant change in physical, mental, or emotional health, including indications of substance abuse.

I/We agree that the expenses of an assessment or evaluation shall be covered by me/us or the other caregiver and that the assessment or evaluation shall be conducted by a practitioner licensed or certified in Kansas to diagnose and treat the condition that is the basis for the evaluation.

I/We agree to ensure that at least one practitioner has been approved by the requesting department or CPA in order that the assessment be accepted.

I/We agree to provide the requesting department or CPA with an executed release of medical information to enable the department or the CPA to obtain the information directly from the practitioner.

I/We agree that each individual living in the FFH has a health assessment:

- Conducted by a licensed physician or nurse.
- Conducted less than one year prior to the date of application or of the individual becoming a resident of the home and no later than 30 days after application or becoming a resident.
- On a KDHE form.

I/We agree that children less than 16 years living in the home have current immunizations unless:

- There is written certification from a physician exempting the child from immunizations due to a physical condition, OR
- There is a written statement from the parent or guardian exempting the child from immunizations due to a religious exemption.

I/We agree to obtain emergency and ongoing medical and dental care by providing timely access to basic, emergency, and specialized:

- Medical care.

- Mental health care.
- Dental care.
- Treatment services.

I/We agree to ensure that at time of initial placement, each child has had a health assessment within the past year.

I/We agree to ensure that each child in foster care less than 6 years of age will have an annual health assessment.

I/We agree to ensure that each child in foster care 6 years of age or older will have a health assessment every two years.

I/We agree to have the required health assessments on file at the FFH within 30 days after placement.

I/We agree that Immunizations will be current or in process for each child in foster care less than 16 years unless:

- There is written certification from a physician exempting the child from immunizations due to a physical condition, OR
- There is a written statement from the parent or guardian exempting the child from immunizations due to a religious exemption.

I/We agree to ensure that each child in foster care 3 years or older will have an annual dental exam.

I/We agree that follow-up dental care will be provided.

I/We agree that the child's dental record shall be recorded on a KDHE form and kept current.

I/We agree that the medical record for each child in foster care will:

- Be kept current.
- Document each illness and the actions taken by me/us.
- Document dates of medical, psychological, and dental care.

I/We agree that the complete medical record, including health assessments, dental records, medication administration record, immunization record, medical and surgical consent forms, and emergency medical treatment authorization will be given to the child's child-placing agent when the child leaves the FFH.

I/We agree to have a record of a negative TB test or x-ray: for:

- Each individual 16 years and older living, working,

or regularly volunteering in the FFH.

- Each child in foster care 16 years and older.

I/We agree that the record will be obtained not more than two years prior to employment or initial application or not more than 30 days after date of employment, initial application, or becoming a resident of or a volunteer in the home.

I/We acknowledge that additional TB testing will be required if there is significant exposure to an active case or if TB symptoms develop. Proper treatment or prophylaxis will be instituted, the results of follow-up will be documented on the individual's health record, and KDHE will be informed of each occurrence.

I/We agree that the results of each TB test will be recorded on or attached to each individual's health assessment form and kept on file in the FFH.

I/We agree to report any positive TB test to the KDHE TB control program by the next working day.

I/We understand that a TB test is not required for any child in foster care less than 16 years of age unless there is exposure to TB or the child exhibits symptoms of TB.

I/We acknowledge that in order to prevent exposure to secondhand smoke:

- Smoking is prohibited in the home when a child is in placement whether or not the child is present on the premises , AND
- Smoking by any member of the foster family is prohibited outside the home within 10 feet of a child in foster care.

I/We agree to prohibit smoking and the use of any tobacco product by any child in foster care less than 18 years of age.

I/We agree that each caregiver will wash his/her hands with soap and water:

- Before preparing food.
- Before eating.
- After toileting.
- After petting animals.
- After diapering or changing soiled clothing.

I/We agree that each caregiver will encourage each child to wash his/her hands with soap and water:

- Before and after eating.
- After petting animals.
- After toileting.

K.A.R. 28-4-820 General Environmental Requirements

I/We agree that my/our FFH meets the legal requirements of the community as to zoning, fire protection, water supply, and sewage disposal.

I/We agree that if a private sewage disposal system is used, it meets the requirements in K.A.R. 28-4-55.

I/We agree that if a private water supply is used:

- It meets the requirements in K.A.R. 28-4-50.
- The water supply is safe for human consumption.
- The water supply will be tested for nitrate and bacteria levels at initial application and annually thereafter.
- Additional testing will be conducted if there is a change in environmental conditions that could impact water quality.
- If private well water is used, commercially bottled drinking water is used for children under 12 months until a lab test confirms safe nitrate levels.

I/We agree that my/our FFH is constructed, arranged, and maintained to provide for the health, safety, and welfare of all occupants and meets the following:

- There are sufficient furnishings to accommodate both the foster family and each child in foster care.
- The floors are covered, painted, or sealed in all living areas.
- The floors are kept clean and maintained in good repair.
- The interior finish of all ceilings, stairs, and hallways meets accepted standards of building, including safety requirements.
- Each closet door can be readily opened from the inside by a child.
- Each stairway with two or more stairs and a landing has a handrail.
- Each stairway is guarded on each side when there is a drop-off of more than 21 inches to the floor or ground.
- The space between balusters is less than 3 ½ " **OR**

- Balusters with spaces greater than 3 ½" are guarded to prevent entrapment of a child's head or body and to prevent a child's body from falling through.
- Stairways with two or more stairs and a landing are kept gated when children less than 3 years are present.
- The latching device on the gate can be readily opened by an adult.
- Accordion gates are not used on the premises.

- Pressure gates are not used at the top of any stairway.
- Each electrical outlet is kept covered if the home is licensed for children under six years.
- There is at least one bathroom with at least one sink, one flush toilet, and one tub or shower.
- Each fixture will be kept working at all times.
- Each bathroom has a hinged, solid door for privacy and which in an emergency can be opened from each side without a key.
- Each floor used as living space has two means of escape.
 - At least one escape is an unobstructed pathway leading to an exit door to the outside.
 - Each exit door can be opened from the inside with no more than two motions.
 - The second escape gives direct exit to the outside.
 - If the second exit is a window, it measures at least 821 square inches.
 - The width of the escape window is at least 20 inches.
 - The height of the escape window is at least 24 inches.
 - Window used as a second exit is within 44 inches of the floor.
 - Any screens can be readily removed from the inside.
- There is a working telephone on the premises.
 - The telephone is kept available for use at all times.
 - Emergency numbers are kept posted next to the phone or are readily accessible.
 - Name and contact information for each child's physician is kept posted next to the telephone or is readily accessible.
- There is a smoke detector centrally installed on each level of the home.
- There is a smoke detector in each room used for sleeping by a child in foster care.
- There is a smoke detector in my/our sleeping room.
- There is a carbon monoxide detector installed according to the manufacturer's instructions in an area adjacent to each room used for sleeping by a child in foster care.
- There is a carbon monoxide detector adjacent to my/our sleeping room.

I/We agree that the interior of my/our FFH is kept free from:

- Accumulation of visible dirt.
- Evidence of vermin infestation.

- Any dangerous objects or materials that constitute a danger to children in foster care.

I/We agree that all rooms used for living space are:

- Lighted.
- Vented.
- Heated.
- Plumbed

I/We agree that all windows and doors used for ventilation are kept screened.

I/We agree that each room in each living area has lighting of at least 10 foot-candles in all parts of the room.

I/We agree that each room used for reading, study, or other close work has lighting of at least 30 foot-candles.

I/We agree that no child in the home will have unsupervised access to:

- Firearms, ammunition, or other weapons.
- Air-powered guns, including BB guns, pellet guns, and paint ball guns.
- Hunting and fishing knives.
- Archery and martial arts equipment.

I/We agree that all firearms are kept stored unloaded in a locked container, closet, or cabinet.

I/We agree that each firearm is also kept secured with a hammer lock, barrel lock, or trigger guard if the storage area is partially or completely made of glass or plexiglass.

I/We agree that ammunition is kept in a separate locked storage container or locked ammunition compartment.

I/We agree that all archery equipment, hunting and fishing knives, and other weapons are kept in locked storage.

I/We agree that all keys to the locked storage areas are kept in my/our control at all times.

I/We agree that when a child is in placement at my/our FFH, the following items will be stored safely:

- Household cleaning supplies and bodily care products with warning labels or that contain alcohol are kept in locked storage **OR** stored out of reach of children under 6 years.
- Chemicals and household supplies with warning labels are kept in locked storage **OR**

- stored out of reach of children under 10 years.
- Sharp instruments are kept stored in child proof drawer **OR** stored out of reach of children under 6 years.

- Tobacco, tobacco products, lighters, and matches are inaccessible to anyone under 18 years.
- Tools that are not being used are inaccessible to children.
- Children in foster care use tools only under the supervision of an adult 18 or older.

I/We agree that all heating appliances that use combustible fuel, including wood-burning stoves or fireplaces are vented to the outside.

I/We agree that all fireplaces and freestanding heating appliances using combustible fuel, including wood-burning stoves, stand on noncombustible material according to the manufacturer's specifications, state statutes, and local ordinances.

I/We agree that all heating appliances designed to be unvented are used according to the manufacturer's specifications, state statutes, and local ordinances.

I/We agree that a protective barrier is provided as necessary to protect from burns for each fireplace and freestanding heating appliance when a child less than 3 years is in placement.

I/We agree that any propane heaters are installed according to the manufacturer's recommendations, state statutes, and local ordinances.

I/We agree that the flue or chimney of any heating appliances using combustible fuel is checked annually by a qualified chimney sweep.

I/We agree that the flue or chimney is cleaned as recommended by a qualified chimney sweep.

I/We agree that clothes dryers are vented to the outside or to a venting device installed and used according to manufacturer's specifications, state statutes, and local ordinances.

I/We agree that my/our FFH has indoor play space and access to outdoor play space.

I/We agree that if our FFH is in a mobile home, it also:

- Has two exits at least 20 feet apart.

- One exit is within 35 feet of each bedroom door.
- Is skirted with latticed or solid skirting.
- Is securely anchored by cable to the ground.

I/We acknowledge special inspections by a fire, health, sanitation, or safety official may be required to assist KDHE or my/our CPA in making a decision about the safety of the home for children.

K.A.R. 28-4-821 Sleeping arrangements

I/We agree there is sufficient sleeping space to accommodate the number of foster family members and each child in foster care.

Sleeping space does not include:

- An unfinished attic.
- An unfinished basement.
- A hall.
- A closet.
- A laundry room.
- A garage.
- Any living space normally used for other than sleeping.
- Any room that provides routine passage to a common use room, another bedroom, or outdoors.

I/We agree that each bedroom used for sleeping by a child in foster care:

- Has at least 70 square feet.
- Has at least 45 square feet for each individual sharing the room.
- Has a ceiling height of at least 6 feet 8 inches for each exit path from each bed to each outside exit.
- Has a solid, hinged door for privacy.
- Has windows or doors that:
 - Are readily opened.
 - Provide ready exit to the outside.
 - Provide ready access into the room by emergency personnel.
 - If a sliding glass door, is not barred.

- Each separately partitioned basement bedroom [Except as specified in K.A.R. 28-4-821(b)(6)(B)] has a direct outside exit that:

- Is within 44 inches of the floor.
- Has an opening of at least 821 square inches.
- Is at least 20 inches wide.
- Has a height of at least 24 inches.

- Is free of any obstruction that would prevent egress.

I/We agree that if our FFH license was effective before March 28, 2008, and our home has a basement bedroom used for a child in foster care:

- The bedroom has 2 exits.
- One exit leads directly outside.
- Exit can be opened without tools.
- Exit is at least 20 inches wide.
- Exit is at least 24 inches in height.

I/We agree that if any bedrooms are added, or any existing basement bedrooms are altered, we will be required to meet the new requirements for basement bedrooms as specified in K.A.R. 28-4-821(b)(6)(A).

I/We agree that false ceilings, curtains, drapes, and fabric used in decoration for ceilings or walls in sleeping rooms for a child in foster care are made of fire-rated materials.

I/We agree that all bedrooms ensure privacy for the occupants.

I/We agree there is a separate bed or crib for each child that:

- Is intact, fully functional, and in good repair to prevent injury or entrapment.
- Is of sufficient size to accommodate the size and weight of the child.
- Has a mattress that is clean.
- If needed, has a waterproof covering for the mattress.
- Has bedding adequate to the season.
- Has bedding appropriate to the age of the child.

I/We agree that each bed that requires bed-springs has springs that are in good condition.

I/We agree that if bunk beds are used, the upper bunk is protected on all sides with rails (or headboard/footboard on ends).

I/We agree that if bunk beds are used, the upper bunk is used only by children 6 years or older.

I/We agree that a rollaway bed, hideaway bed, or other temporary bed is not used unless a child in foster care is visiting for a social event or short-term respite care.

I/We agree that children in foster care less than 12 months of age sleep in a crib. For the purpose of a nap, the child may sleep in a playpen.

I/We agree that each crib and playpen used:

- Has slats no more than 2 3/8 inches apart.
- Crib has a firm mattress.
- The mattress is fitted so that no more than 2 fingers fit between the mattress and the crib side when the mattress is in the lowest position.
- Crib corner post extensions do not exceed 1 1/16 inch.
- Drop side of crib is secured in the up position whenever the crib is in use.
- Pillows, quilts, comforters, or other soft products that could cause suffocation are not used in the crib when a child under 12 months is sleeping in the crib or playpen.

I/We agree that each child in foster care less than 12 months of age is placed on his/her back to sleep unless ordered otherwise by the child's physician.

I/We acknowledge that each child in foster care between 12 and 18 months may sleep in a crib ONLY until the child's height is such that the upper rail of the crib is at the child's breast level when the child is standing and the crib mattress is at the lowest level.

I/We acknowledge that each child in foster care between 18 and 30 months may sleep in a crib ONLY when prescribed by the child's physician.

I/We agree that at night, each caregiver sleeps within hearing distance of each child in foster care.

I/We agree that when a child five or older in foster care shares a room:

- All children sharing the room are of the same sex.
- All children sharing the room are age-mates unless:
 - I/We have notified the CPA of the proposed sleeping arrangement.
 - I/We have requested determination by the CPA and the child's child-placing agent if the proposed sleeping arrangement is appropriate.
 - The documentation of CPA approval is on file.

I/We agree that a child known to be a sexual perpetrator or a sexual abuse victim does not share a room unless:

- The child-placing agent, the CPA, and I/we have assessed the potential roommate arrangements.
- The determination has been made by the child's CPA that it is unlikely that further sexual abuse will result from the child sharing a room.

I/We acknowledge that a child in foster care who is a parent may share a room with the parent's own child or children. The sleeping room must have at least 45 square feet for each individual sharing the room.

I/We agree that children in foster care 12 months or older do not sleep in my/our bedroom except:

- During the child's illness or
- Due to special developmental or medical needs requiring close supervision as documented by the child's physician.
- Bedroom has a minimum of 130 square feet.

I/We agree that separate and accessible drawer space for personal belongings and closet space for clothing are available for each child in foster care.

K.A.R. 28-4-822 Safety Procedures; Emergency Plan; Drills

I/We agree that in case of emergency:

- A telephone and emergency information are available.
- Emergency plans are developed for fire, tornado, storms, flood, and serious injury.
- The plans are posted in a conspicuous place.
- All persons responsible for children are informed of and follow the emergency plans.

I/We agree that prior arrangements have been made at a hospital or clinic for emergency treatment for each child in foster care.

I/We agree to ensure that all medical and surgical consent forms are acceptable to the hospital or clinic.

I/We agree to ensure that health assessment forms and medical and surgical consent forms will be taken to the hospital or clinic if a child in foster care needs emergency treatment.

I/We agree to ensure that the accompanying caregiver will remain with the child during emergency care.

I/We agree to ensure that arrangements are made and followed to ensure supervision of the other children in the FFH during an emergency.

I/We agree to ensure that fire drills are conducted monthly, the drills are scheduled to allow each family member and child in foster care to participate, and the dates and times are recorded.

I/We agree to ensure that tornado drills are conducted monthly

(April – September), the drills are scheduled to allow participation by each resident of the home, and the dates and times are recorded.

K.A.R. 28-4-823 Outside Premises

I/We agree to ensure the outside premises of the FFH is free from objects, materials, and conditions that constitute a danger to the health or safety of each child in foster care.

I/We agree to ensure that children under 6 do not have unsupervised access to:

- A fish pond or decorative pool with water 24 inches deep or less.
- A busy street, railroad tracks, or a water hazard, including a ditch, a pond, a lake, and any standing water over 24 inches deep.

I/We agree that the play area is located, arranged, and maintained to:

- Allow for supervision by the caregiver.
- Reduce the risk of injury.

I/We agree that the play area is well drained and free of known health, safety, and environmental hazards.

I/We agree that the play equipment is:

- Located in an area free from hazards.
- Age-appropriate.
- In good repair.
- Placed far enough away from potential hazards (trees, structures, fences, power lines) to minimize the risk of injury while the equipment is in use.
- Not used if broken, hazardous or unsafe.
- Swings and climbing equipment are anchored and are not used over hard-surfaced materials, including asphalt, concrete, and bare, hard-packed dirt.

I/We agree that there are no trampolines on the premises.

I/We agree to ensure that children are protected from all safety hazards adjacent to or within 50 yards of the house such as:

- Busy street
- Railroad tracks
- Water hazard, including a ditch, pond, lake, and any standing water over 24 inches deep.

I/We agree that a written outdoor safety plan will be developed and followed before a child in foster care is allowed

to be outdoors in an unfenced area of the FFH premises.

I/We agree that the outdoor safety plan is approved by the CPA and includes:

- A description of any safety hazard and any natural or man-made barrier separating the area from the safety hazard.
- The approximate distance from the unfenced area to each safety hazard.
- A description of the provisions made for increased supervision.
- The requirement for a caregiver to be outdoors with each child under 6 years.

K.A.R.28-4-824 Swimming Pools, Wading Pools, and Hot Tubs

I/We agree that if there are swimming or wading pools with more than 12 inches of water or a hot tub on the premises, they are constructed, maintained, and used in a manner that safeguards the lives and health of the children in foster care.

I/We agree that if children in foster care have access to a swimming pool, wading pool, or hot tub, at least one adult will be physically present and directly supervising children.

I/We agree that a minimum ratio of 1 adult to 6 children will be maintained.

I/We agree to post in a conspicuous location the legible safety rules for the swimming pool or hot tub.

I/We agree to read and review the safety rules weekly with each child in foster care.

I/We agree that if there is an in-ground pool on the premises:

- It is enclosed by a 5 foot fence.
- The gate is self-locking and kept locked.
- The wall of a house or other building with a window or door is not used in lieu of a fence.

I/We agree that if there is an above-ground pool on the premises:

- It is 4 feet high or is enclosed by a 5 foot fence.
- The gate is self-locking and kept closed.
- The steps are removed and stored away from the pool when not in use.
- If the pool has a deck or berm that provides ground-level entry, it is treated as an in-ground pool.

I/We agree that sensors or pool covers are not used in lieu of a fence.

I/We agree that the pH of the water in the swimming pool will be maintained between 7.2 – 8.2.

I/We agree that the chlorine content will be between 0.4 and 3.0 parts per million.

I/We agree that the swimming pool will be cleaned daily.

I/We agree that the chlorine level and pH level will be tested before each use.

I/We agree that the test results will be recorded and kept available for review.

I/We agree that a person with a life-saving certificate or CPR training who can swim will be in attendance when the pool is in use by a child in foster care.

I/We agree that if the pool is more than six feet across, we have a ring buoy, rope, or shepherd's hook long enough to reach the center of the pool from the edge.

I/We agree that no child in foster care will be permitted to play without supervision in an area where there is a wading pool that contains water.

I/We agree that the water in each wading pool is emptied daily.

I/We agree that if there is a hot tub on the premises, it will be covered with an insulated, rigid cover secured by locks or:

- Surrounded by a five foot fence.
- With a gate that is self-locking and kept locked.
- The chlorine and pH levels will be tested and maintained according to the manufacturer's specifications.

I/We agree to ensure that no child in foster care less than four years of age uses a hot tub.

I/We agree that if a child in foster care four years and older is permitted to use a hot tub, it will be only in accordance with the manufacturer's specifications and recommendations.

I/We acknowledge that a child in foster care who knows how to swim and is at least 6 years of age may be permitted to

swim in any ponds, lakes, rivers, or other natural bodies of water only if it is approved for swimming by the county health department, KDHE, or the designated state authority where the site is located.

FFH premises.

I/We agree to ensure that each child in foster care is directly supervised by a designated adult when wading, swimming, or involved in activities near, in, or on a pond, lake, river, or other natural body of water.

I/We agree to ensure that any child in foster care who is a nonswimmer or who is less than six years of age wears a safety vest certified as appropriate for the child's age and weight when wading or playing near a pond, lake, river, or other natural body of water or when boating.

I/We agree that each caregiver will review the boating and swimming safety rules with each child before the activity.

I/We agree that each caregiver is responsible for enforcing the safety rules.

I/We agree that if a certified lifeguard is not on duty, a person with a life-saving certificate or CPR training and who can swim will be in attendance.

K.A.R. 28-4-825 Animals

I/We agree to ensure that when any animal is kept on the premises, the pet area will be kept clean, with no evidence of flea, tick, or worm infestation in the area.

I/We agree to ensure that each animal in contact with children:

- Is in good health, with no evidence of disease.
- Is friendly and poses no threat to the health, safety, and well-being of children.

I/We agree that each domesticated dog and cat will have current rabies vaccination that was given by or under the direct supervision of a veterinarian.

I/We agree that a record of each rabies vaccination will be kept on file and a copy of the record will be supplied to the CPA.

I/We agree that children in foster care will be protected from any animal on the premises that represents a hazard to children.

I/We agree that pit bulls, exotic animals, and venomous or constricting reptiles will not be kept or brought on to the

