

Idaho Child Care Management Manual



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Purpose

The purpose of this manual is to outline the minimum statewide procedures for conducting inspections of child care facilities receiving public assistance from the Idaho Department of Health and Welfare's Idaho Child Care Program (ICCP) and facilities that have a Basic Day Care License. This manual identifies standardized processes and procedures.

This manual is intended to improve the child care inspection delivery system. Use of this manual helps to ensure consistent interpretation and application of the regulations and rules that govern child care in the state. Also, it helps to prevent gaps in services provided.

Childcare facilities receiving subsidies shall maintain compliance with ICCP regulations. Licensed child care facilities shall be in compliance with the child care licensing rules. Representatives of the district health department shall be granted access to a child care facility for the purposes of inspection and ensuring compliance with the ICCP regulations and the child care licensing rules for the State of Idaho.

Organizations and their Responsibilities

Idaho Department of Health and Welfare (IDHW)

Health and Welfare is the agency responsible for the administration of the Child Care and Development Fund for the State of Idaho. The state program, known collectively as The Idaho Child Care Program (ICCP) administers eligibility for families applying for child care assistance. IDHW is the licensing agency and issues the Basic Day Care License. More information about the Department of Health and Welfare is available at <http://www.daycare.com/idaho/>

District Health Departments

As independent agencies, Idaho's seven health districts are primary outlets for public health services. These districts work in close cooperation with the Department of Health and Welfare and numerous other state and local agencies. Each district has a board of health appointed by the county commissioners within that region. The districts are not part of any state agency. More information about district health departments is available at <http://www.healthandwelfare.idaho.gov/Health/tabid/60/Default.aspx>

Each district responds to local needs to provide an array of services that may vary from district to district. Services range from community health nursing and home health nursing to environmental health, dental hygiene and nutrition programs. Many services are provided through contracts with the Department of Health and Welfare.

Under ICCP and Basic Day Care Licensing, the district health department is responsible to evaluate a child care provider's facility for operational compliance with applicable rules, regulations, standards and policies.



Quality Child Care Matters

Revised January 2020

IdahoSTARS Project Description

IdahoSTARS is the leading expert and resource for quality child care in Idaho with an overall objective to empower parents and early childhood professionals to make safe, healthy, nurturing and educational child care a top priority. IdahoSTARS supports child care professionals to continually improve early care and education practices.

IdahoSTARS is guided by the following goals:

1. Increase the qualifications of Idaho's early care and education professionals.
2. Increase quality practices in Idaho's early care and education programs.
3. Build knowledge and investment in high quality early care and education.
4. Increase the number of families participating in the Idaho Child Care Program (ICCP) who enroll their children in high quality early care and education programs.

IdahoSTARS Structure

University of Idaho's Center on Disabilities and Human Development (CDHD) and Idaho Association for the Education of Young Children (Idaho AEYC) co-administer the IdahoSTARS project. The Leadership team, with members located in both offices, oversees operations, strategic planning, development and maintenance of partnerships, leads core function teams, and oversees the program budget.

Program Coordinators located in both administrative offices are responsible for management and oversight of daily operations for the Idaho Child Care Program (ICCP) and State Licensing; Academic and Training Scholarships; Professional Development System (PDS) Registry; Career Pathway; PDS Acknowledgements and Awards; Training; Steps to Quality; Assessments; Customer Service; Outreach; Equity practices and RISE, the IdahoSTARS database.

Child Care Resource Centers (CCRCs) are located across Idaho, with a local office in each of the seven regions in the state. CCRC's offer direct support, guidance, and technical assistance to child care program directors, owners and staff to increase knowledge, understanding, and to support the implementation of quality practices across all domains. CCRC staff recruit and orient programs and their staff to ICCP, to IdahoSTARS professional development opportunities and to Steps to Quality. They also work directly with families to assist them in their search for quality child care.

Child Care Health Consultants (CCHCs) are located in the CCRCs and promote healthy and safe child care by assisting with policy development and implementation of quality health, safety, and nutrition practices in child care settings. CCHCs partner with Health Districts by following-up on referrals, educating and supporting child care program staff with understanding and maintaining compliance with Health and Safety requirements to include safe sleep, emergency preparedness, handwashing, and other health and safety practices.

Vendor Specialists (VS) are located in the Idaho AEYC office. Vendor Specialist team members assist all State of Idaho child care providers in the timely and professional processing of Idaho State Daycare License applications and Idaho Child Care Program (ICCP) provider applications.

VS staff determine periodic eligibility, update records as changes occur and interact with providers to assist them in all facets of attaining and maintaining license and ICCP eligibility. Vendor Specialist partner with Health Districts, referring programs for health inspections and maintaining current documentation for each facility's file located in RISE.

IdahoSTARS is a joint project between the [University of Idaho's Center on Disabilities and Human Development \(CDHD\)](#) and the [Idaho Association for the Education of Young Children \(Idaho AEYC\)](#). The project is funded by the [Idaho Department of Health and Welfare \(DHW\)](#) through the Child Care and Development Block Grant (CCDBG)

More information about the IdahoSTARS Project is available at www.idahostars.org.

University of Idaho Center on Disabilities and Human Development

The Center on Disabilities and Human Development (CDHD) promotes quality lives in integrated settings for people of all ages with disabilities, individuals at-risk, and their families through education, outreach, research, and services. University of Idaho CDHD is the contractor responsible for the overall administration of the IdahoSTARS Project.

More information about the CDHD is available at www.idahocdhd.org.

Idaho Association for the Education for Young Children (Idaho AEYC)

Idaho AEYC is a non-profit association and the Idaho affiliate of the National Association for the Education of Young Children. It supports quality early care and education for all children from birth to age eight and promotes excellence in early childhood education, wherever children grow and learn. More information about Idaho AEYC is available at www.idahoaeyc.org.

IdahoSTARS Staff Roles and Responsibilities

CDHD Director and IdahoSTARS Principal Investigator (PI)

Idaho AEYC Executive Director

Assistant Co-directors: a shared position located in both the CDHD office (Moscow) and Idaho AEYC office (Boise). They work collaboratively to provide leadership, oversight and guidance on a daily basis, ensure operations run smoothly and adhere to policies, procedures, and contractual obligations. Additionally, the co-directors maintain regular communication, participate in Leadership meetings, the ICCP Advisory Panel as ex-officios, and provide direct supervision for program coordinators.

Program Coordinators: assume responsibility for their assigned IdahoSTARS program, providing leadership, and establishing communication with the IdahoSTARS statewide team and state and local partners. Additionally, program coordinators develop policies and procedures, oversee daily activities, seek feedback and complete research as required to revise, adapt, reflect and maintain streamlined operations that are consumer driven.

CDHD, Moscow

Training Office Coordinator
Training Development Coordinator
Web Master
Child Care Resource Center Coordinator
Child Care Health Consultant Coordinator

Idaho AEYC, Boise

Idaho Child Care Program Vendor Specialist Coordinators
State Licensing Coordinators
Professional Development System Coordinator
Steps to Quality Coordinator
Assessment Coordinator
Outreach Coordinator

IT Programmer Analyst
Academic Scholarship Coordinator
Training Scholarship Coordinator
Multicultural Liaison Coordinator
Vendor Specialists

Child Care Resource Centers (CCRC)

Lead Consultants: Direct supervision of their region's staff; responsible to ensure daily operations run smoothly, adhere to policy and procedures, communicate regularly with CCRC Coordinator, complete assigned duties and tasks including direct services to child care programs.

Consultants: Provides direct services and resources to child care providers, maintains ongoing communication, and follows through on assigned duties and tasks.

Child Care Health Consultants: Provides direct services and resources with a focus on health and safety to child care providers, maintains ongoing communication, and follows through on assigned duties and tasks.

Resource Specialists: Provides education and referrals and to parents seeking child care. Completes ICCP Orientations and follow-up visits with providers new to ICCP and offers resources and support to ongoing ICCP providers.

Definitions and Abbreviations

For the purpose of this manual, the following terms are used, as defined herein:

CCR&R: Child Care Resource and Referral

CHILD: A person less than thirteen (13) years of age, as defined in Section 39-1102, Idaho Code

CHILD CARE FACILITY: Shall apply to Child Care Center, Group, Family or Relative facilities. The Idaho Code and IDAPA rules and regulations that apply to a Center, Group, and Family shall apply to all ICCP provider facilities.

CPSC: Consumer Product Safety Commission

DHW: Idaho Department of Health and Welfare

EHS: Environmental Health Specialist

ICCP: Idaho Child Care Program

IRIS: Idaho's Immunization Reminder Information System.

IAEYC: Idaho Association for Education of Young Children

IDAHO STARS: Idaho State Training and Registry System

PROVIDER: An individual, organization, agency, or other entity providing childcare, as defined in Section 011.07, Idaho Code

SUBSTITUTE PROVIDER: A substitute provider is someone who can be contacted in an emergency and have responsibility for the facility operations. The substitute operator name and contact information must be posted with other emergency information

BIO-CONTAMINANTS: Living organisms such as bacteria, enzymes, fungi, or viruses or their products applied and then allowed to air dry, that are hazardous to animal and human health if inhaled, swallowed, or otherwise absorbed in the body.

PRIVATE WATER SUPPLY: Does not meet the definition of a public water system as described in the Idaho Rules for Public Drinking Water Systems. An annual water sample is to be collected and tested for total coliform bacteria and tested in a certified laboratory. Nitrate concentration must be tested with a certified field test method or through a certified laboratory.

PUBLIC DRINKING WATER SYSTEM: A system for the provision to the public of water for human consumption through pipes or, after August 5, 1998, other constructed conveyances, if such system has at least fifteen (15) service connections, regardless of the number of water sources or configuration of the distribution system, or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year.

SANITIZATION: The reduction of microbial organisms on diaper changing surfaces, sleeping mats, food contact surfaces, toys and other appropriate surfaces to a safe level. A safe level is demonstrated by achieving a five (5) log reduction of representative disease microorganisms of public health importance.

SANITIZER/DISENFECTANT: A chemical that reduces the number of disease causing organisms. Household bleach mixed in water is recommended since it is very effective in eliminating disease causing microorganisms. The proper concentration of disinfectant applied to diaper changing surfaces, sleeping mats, food contact surfaces, toys and other surfaces as appropriate will reduce the risk of transmitting a communicable disease. Label instructions for use are to be followed. See <http://nrckids.org/files/CFOC4%20pdf-%20FINAL.pdf>, Caring For Our Children

ORIENTATION: The orientation is an introductory presentation for new providers about child care and ICCP. Information presented to the childcare provider includes the health department requirements, criminal history background requirements, professional development opportunities, reporting requirements, consequences of fraud and more. Providers get assistance in completing various applications, and forms.

VENDOR SPECIALIST: Person responsible for registration and maintenance of the ICCP child care vendor payment eligibility, including requesting and monitoring each vendor's documentation to ensure the provider is annually meeting ICCP rules and standards.

TECHNICAL ASSISTANCE: Providing information to educate the provider about immunizations, child safety, food safety, communicable disease, or other health and safety issues.

2-1-1 IDAHO CARELINE: A resource and central point of contact for additional information and services regarding childcare education, professional development, licensing, and complaint reporting.

Applicable Codes/Rules/Regulations

Reference Sources:

IDAPA 16.06.02 – Standards for Child Care Licensing
IDAPA 58.01.03 – Regulations for Individual/Subsurface Sewage Disposal Systems
IDAPA 16.06.12 – Rules Governing the Idaho Child Care Program (ICCP)
IDAPA 16.02.11 – Immunization Requirements for Children Attending Licensed Day Care Facilities in Idaho
IDAPA 16.02.10 – Idaho Reportable Diseases
Idaho Statutes Title 39 – Health and Safety – Chapter 11 Basic Day Care License

Provider Age/ Supervision

Item 1

Idaho Statutes Title 39-1109 (3)

An adult must be present at all times during business hours on the daycare facility premises.

IDAPA 16.06.12.802.01

IDAPA 16.06.12.802.09

All child care providers providing services must be eighteen (18) years old or older. Persons sixteen (16) or seventeen (17) years old may provide child care if they have direct, on-site supervision from a licensed child care provider who is at least eighteen (18) years old.

IDAPA 16.06.03.011.08

IDAPA 16.06.03.300.03

IDAPA 16.06.03.300.04

The owner or operator and all staff are responsible for the direct care, protection, supervision, and guidance of children through active involvement or direct observation. An adult must be awake and on duty at all times when children are present. Napping children must be within sight and normal hearing range.

IDAPA 16.06.03.300.05

For daycare operators providing overnight care of children; the following must apply:

- a. A sleeping child sleeps on the same level of the staff member who must be able to hear the child; and
- b. A staff member is awake and on duty to release and receive a child.
- c. A child will not share a bed with a non-parent adult.

Note: Sight and Hearing distance by means of electronic devices such as baby monitors can be used as an enhancement to supervision but not as a replacement of supervision, and alone, are not sufficient to meet this requirement.

IDAPA 16.06.03.009.02

IDAPA 16.06.03.009.04

IDAPA 16.06.03.009.05

IDAPA 16.06.03.009.06

IDAPA 16.06.12.009.05

IDAPA 16.06.12.009.06

IDAPA 16.06.12.009.06

IDAPA 16.06.03.121.05

All individuals at the facility who are thirteen (13) years of age or older, have direct contact with children, and/or who are regularly on the premises must complete and receive a Department criminal history and background check clearance. Documentation of this clearance must be on-site and provided to the inspector during the initial and annual inspection. This applies to child care centers, group, family, relative, and in-home providers. Furthermore, a criminal history and background check clearance must

be completed every five years by any individual providing child care to an ICCP eligible child. A criminal history and background check can be requested at any time by the Department. Any provider unable to show proof of a passing background check will not count in adult to child ratios and should not be on site.

Interpretation:

- *Approved documentation includes a Notice of Clearance or Notice of Application Status indicating a passing FBI check from the Idaho Department of Health and Welfare, or a “worker’s license” from the licensing city where the child care program is operating. (e.g. A worker’s license from Pocatello is not acceptable for a program operating in Idaho Falls, or at a program that is licensed by the State of Idaho).*
- *This documentation must be kept on file on the premises at all times.*
- *Individuals who are thirteen (13) years of age or older and are at the facility for twelve (12) or more hours per month must complete a criminal history and background check clearance*

Note: All providers have 30 days from the date of inspection to be in compliance. If the background check is not complete, the inspection will not pass

Pediatric Rescue Breathing CPR/First Aid

Item 2

Idaho Statutes Title 39-1109 (g)

IDAPA 16.06.12.802.08

IDAPA 16.06.03.330.03

IDAPA 16.06.03.330.04

All providers, owners, and staff members who provide direct care to children are required to have a current certification in pediatric rescue breathing, infant-child CPR and pediatric first aid treatment from a certified instructor.

Interpretation:

- *All current ICCP providers, owners, and staff members, who provide direct care to children must be certified. This includes center operators and their staff, as well as group, family, relative and in-home providers.*
- *“Provider” is an individual, organization, agency, or other entity providing child care.*
- *“Staff” means a person who is sixteen (16) years of age or older and employed by a daycare owner or operator to provide care and supervision at a daycare facility*
- *Non-paid volunteers and employees that do not have direct contact with children such as cooks, accountants, and janitors, etc. will not be required to complete this training. They will not count in adult to child ratios.*
- *Documentation that all providers, owners, and staff members have a current certification in pediatric CPR and pediatric first aid from a licensed agency must be kept on file on the premises at all times.*
- *If the facility provides transportation of children outside the facility at any time, persons that accompany the transportation must be currently certified in pediatric CPR/FA.*

Note: All providers have 30 days from the date of inspection to be in compliance. If the CPR/FA certification is not complete, the inspection will not pass.

Child/Staff Ratio

Item 3

Idaho Statutes Title 39-1109 (4)

IDAPA 16.06.03.300.01 a-d

IDAPA 16.06.03.300.02 a-c

Provider’s children are included in the child:staff ratio according to 39-11109 (4) (b)

A maximum allowable child:staff ratio shall be a maximum of twelve (12) points per staff member using the following point system:

Each child in attendance under the age of 24 months shall equal 2 points.

Each child in attendance from 24 months to 36 months of age shall equal one and one-half (1 ½) points.

Each child in attendance from 36 months to under five (5) years of age shall equal one (1) point.

Each child in attendance from five (5) years to under thirteen (13) years of age shall equal one-half ½ point.

Each child in attendance shall be counted by the department for purposes of calculating maximum allowable points, counting the number of children in attendance, and for determining compliance with child:staff ratios.

Each adult staff member who is providing direct care for a child or children shall be counted by the department as one (1) staff member for the purposes of counting the number of staff on-duty and for determining compliance with child:staff ratio.

Each staff member sixteen (16) and seventeen (17) years of age under the supervision of an adult staff member, when providing direct care for a child or children, may be counted by the department as one (1) staff member for the purposes of counting the number of staff on-duty and for determining compliance with child:staff: ratio.

Staff/Children Excluded When Ill

Item 4

IDAPA 16.02.10.080

Staff or children with a restrictive day care disease must not attend until the disease is non-communicable. A licensed physician, public health nurse or school nurse can submit written certification that the disease is non-communicable.

IDAPA 16.02.10.050

Table of Reportable or Restrictable Diseases, Conditions and Reporting Requirements

IDAPA 16.02.10.011.13

A restrictable disease is a communicable disease which if left unrestricted may have serious consequences to the public's health. The determination of whether a disease is restrictable is based upon the specific environmental setting and the likelihood of transmission to susceptible persons.

IDAPA 16.02.10.100.-949.

Specific guidance for reportable diseases and control measures is in this section.

Interpretation:

- *Children who are ill or have a contagious disease must be excluded from daycare. It is highly recommended providers have an illness policy in place.*
- *If a child or provider is diagnosed with a communicable disease, a note from a doctor should be given to the provider indicating the child is not contagious before returning to the facility.*

Immunization Records

Item 5

Idaho Statutes Title 39-1118

Pursuant to Section 39-1118, Idaho Code, the immunizations required and the manner and frequency of their administration are referenced in Idaho Department of Health and Welfare Rules, IDAPA 16.02.11, "Immunization Requirements for Children Attending Licensed Day Care Facilities in Idaho." According to these rules the immunization document must include the month, day and year of each immunization that the child has received.

IDAPA 16.06.12.201.05.a

IDAPA 16.06.03.105.01

IDAPA 16.06.03.380.22

Daycare operators must comply with the immunizations requirements provided in IDAPA 16.02.11

IDAPA 16.02.11.100 Immunization Requirements-lists the required vaccines.

IDAPA 16.02.11.102 Evidence of Immunization Status – A child who has received at least one (1) dose of each required vaccine and is currently on schedule for subsequent immunizations may conditionally attend day care when a schedule of intended immunizations form is provided. The licensed day care facility operator must have a schedule of intended immunizations form completed by a parent, custodian

or guardian for any child who is not immunized, excepted or exempted, and who is in the process of receiving or has been scheduled to receive the required immunizations.

The following three forms developed by the DHW can be found in Appendix H Resources and should be used when applicable.

- The Idaho Certificate of Exemptions form,
- Idaho Conditional Attendance to Child Care form
- Notification of Invalid Vaccination form.

Note: Immunization record is an electronic medical health record, an immunization registry document, or a written immunization certificate confirmed by a licensed health care professional or a physician's representative which states the month, day, and year of each immunization a person has received as defined in IDAPA 16.02.11.07

Records produced or transcribed by child care management software such as Procare, Kingarootime, Kindertales, EZCare, or similar do not meet the definition of an Immunization record.

Procedure: The regulatory authority will verify that the immunization document is retained in the daycare facility for each enrolled child. This is a cursory review to verify that a record exists for each enrolled child. The immunization assessments completed for 500 randomly selected facilities shall be conducted by a health district nurse or health inspector who is knowledgeable in immunization review requirements for children. A random selection of facilities will be selected by each health district according to the method agreed upon. The month, day and year for each immunization is to be recorded and current to demonstrate compliance. Immunizations must be current for the age of the child.

Interpretation:

- A current list of all children currently enrolled in the daycare facility must be kept on file on the premises at all times.
- Within 14 days of a child's initial attendance, copies of current immunization records must be obtained and kept on file at the premises.
- The current CDC Immunization schedule can be found at this link: <http://www.cdc.gov/vaccines/recs/schedules/default.htm>

Disaster and Emergency Plan and Communication

Item 6

IDAPA 16.06.12.802.12

IDAPA 16.06.03.380.19.d

IDAPA 16.06.03.380.19.a-c

Disaster and Emergency Planning

Providers will have documented policies and/or procedures planning for emergencies resulting from a natural disaster, or man-caused event that include but are not limited to:

- a. Evacuation, relocation, shelter-in-place, and lock-down procedures, and procedures for communication and reunification with families, continuity of operations, and accommodation of infants and toddlers, children with disabilities, and children with chronic medical conditions.
- b. Procedures for staff and volunteer emergency preparedness training and practice drills.
- c. Guidelines for the continuation of child care services in the period following the emergency or disaster.
- d. Procedures for the prevention of and response to emergencies due to food and allergic reactions.

IDAPA 16.06.03.201

Each owner or operator of a daycare facility must maintain records for each child in attendance covering the previous twelve-month period. The records must contain the following:

- Any medical conditions or allergies that could affect the care of a child; and
- Medications the child is taking or may be allergic to; and
- Times, dates, and record of attendance each day.

Interpretation:

- *A provider can satisfy compliance by having a YIKES plan, or other Emergency Preparedness and Disaster plan. The Plan will be evaluated for completeness.*
- *A YIKES Wall Chart including Appendix A, YIKES Appendix A and B, or a similar plan are acceptable to demonstrate compliance.*
- *Sign/out records, electronic or manual, including the signature of a parent or guardian.*

Idaho Statutes Title 39 -1109 (1)(b)

A functional telephone must be on the premises during hours of daycare facility operation.

IDAPA 16.06.12.802.05

IDAPA 16.06.03.381.01.b

A telephone or some type of emergency communication system is required.

IDAPA 16.06.03.381.01.a

Telephone must be available to parents and guardians. Posted emergency information is to include phone numbers 911, an adult emergency substitute operator, and the name and address of the facility. This must be posted near the phone or in a location immediately visible.

Interpretation:

- *A functioning telephone, land line or cellular phone is required to be in the facility at all times.*
- *It is highly recommended a list of telephone numbers (i.e. paramedics, fire department, police, poison control, etc.) should be posted and readily accessible at all times.*
- *Parent or guardian telephone contact numbers to be readily available on the premises at all times in case of emergency.*

Smoke Detectors/ Fire Extinguishers/ Exits

Item 7

Idaho Statutes Title 39-1109 (1)(a) (c) (d)

Daycare facilities shall comply with the following safety standards in the area of the daycare facility in which daycare is provided:

- (a) Adequate fire and smoke alarms
- (c) Adequate fire extinguishers
- (d) Adequate exits

IDAPA 16.06.12.802.06

IDAPA 16.06.03.362.06.a-d

IDAPA 16.06.03.360.03

IDAPA 16.06.03.362.03

A properly installed and operational smoke detector must be on the premises where child care occurs. Adequate fire extinguishers and fire exits must be available on the premises.

IDAPA 16.06.03.360.01

Fire safety inspections are to be conducted by the local fire official or Department designee for licensed facilities.

IDAPA 16.06.03.360.03

Unobstructed exits are required with specific dimensions.

IDAPA 16.06.03.362 01-04

An approved fire extinguisher must be present in the kitchen area. They must be maintained and mounted in a visible location not more than seventy-five (75) feet in travel distance. If facility is more than 3000 square feet, additional fire extinguishers are required as directed by the local fire official or designee. Smoke detectors are required in the hallways outside of each sleeping area, in each room used for sleeping and on each level.

IDAPA 16.06.03.362.02

An approved fire extinguisher must be present or a hood-type fire suppression system must be installed in the kitchen area.

Interpretation:

- *Smoke detectors are required in each sleeping room and on each floor and basement.*
- *All smoke detectors must be tested at least annually and will be tested as part of the annual health and safety inspection.*
- *All day care facilities must have at least one (1) fire extinguisher (minimum Type 2A-10BC) located within the facility that is easily accessible in case of emergency.*
- *Fire extinguishers must be maintained and re-certified for proper operation annually. A record of re-certification is required.*
- *Adequate fire exits must be available on the premises.*
- *All day care facilities must have a minimum of two (2) exits that are operational and unobstructed.*
- *Sleeping rooms must have an emergency egress window that is easily operable.*
- *According to the Idaho Fire Code section 906 - Fire extinguishers have to be maintained annually. NFPA 10 states that annual records can be kept on a tag or label on the unit.*
- *Disposable extinguishers are for one-time use. These extinguishers must have a record of annual maintenance.*

Fire Safety and Evacuation Plans /Postings

Item 8

IDAPA 16.06.03.363.08

IDAPA 16.06.03.363

Each facility must have an approved fire safety and evacuation plan. Fire evacuation and safety plans must include policies, procedures, identified assembly point, exit locations, routes, fire alarm locations, and fire extinguisher locations. Fire and evacuation drills must be conducted on a routine schedule at least two (2) times each year and staff and children must participate.

IDAPA 16.06.03.363.07

A daycare license issued by the Department to operators meeting the standards in these rules must be posted in plain view where it can be seen by parents and the public upon entering the facility. A daycare must post contact information of the department and the statewide number to file day care complaints.

Interpretation

- *Fire or emergency evacuation route is to be posted.*
- *Policies and procedures should accompany fire/emergency evacuation plan*
- *Fire drills are to be practiced and recorded on a regular schedule.*
- *For non-licensed ICCP facilities exits must be unobstructed and obvious if a fire evacuation plan is not posted.*

Fire Source/Thawing

Item 9

Idaho Statutes Title 39-1110 (1)

Food for use in day care centers shall be prepared and served in a sanitary manner with sanitized utensils and on surfaces that have been cleaned, rinsed and sanitized prior to use to prevent contamination.

IDAPA 16.06.02.360.01

IDAPA 16.06.02.360.02

Food used in day care facilities shall be wholesome, and from an approved source, as defined in the Idaho Food Code. Frozen food must be thawed in the refrigerator, under cold running water or as part of the cooking process.

Interpretation:

- *Day care facilities must not serve home canned foods or foods from an unapproved source except for home canned jams and jellies.*
- *Day care facilities may not serve any meat not USDA approved. These include, but not limited to wild game, bird and fish.*
- *No honey will be served to children less than 12 months of age.*
- *Unpasteurized dairy and juice products are not to be served to children.*

Food Handling/Personal Hygiene

Item 10

Idaho Statutes Title 39-1110 (1) (2) (5)

IDAPA 16.06.12.802.02

IDAPA 16.06.12.802.07

IDAPA 16.06.03.380.02

IDAPA 16.06.03.380.02.b

Food for use in child care facilities must be prepared and served in a sanitary manner with sanitized utensils and on surfaces that have been cleaned, rinsed, sanitized prior to use to prevent contamination. Each provider must wash hands at regular intervals, before feeding, after assisting children with toileting, after nose wiping, and after administering first aid.

Interpretation:

- *Providers, employees and children must wash their hands with soap and water.*
- *Providers, employees and children must use serving utensils to serve food.*
- *No bare hand contact while preparing and serving ready-to-eat food is recommended.*
- *Foods that have been cooked, but not placed on the table, must be immediately refrigerated. It is strongly recommended that leftovers not be served to children in the day care facility.*

Food Temperatures/Thermometers

Item 11

Idaho Statutes Title 39-1110 (2)

All food that is to be served in day care facilities shall be stored in such a manner that it is protected from potential contamination.

IDAPA 16.06.12.802.03

IDAPA 16.06.03.380.04

All food that is to be served shall be stored in such a manner that it will be protected from potential contamination.

IDAPA 16.06.03.380.03

Potentially hazardous food must be maintained at safe temperatures according to the Idaho Food Code. Heating and cooling of potentially hazardous food must be in compliance with the Idaho Food Code. Refrigerators must have an accurate thermometer.

Interpretation:

- *Food that is stored at a proper and safe temperature will reduce the risk of potential contamination from temperature abuse.*
- *All perishable food must be stored at or below 41 degrees Fahrenheit.*
- *Hot foods must be cooked or heated to at least 165 degrees Fahrenheit, or as required by the Idaho Food Code.*
- *After cooking, hot food must be held above 135 degrees Fahrenheit.*
- *Eggs and dairy products must be refrigerated.*
- *Each refrigerator is required to have a functioning thermometer at all times.*
- *Recommend refrigeration temperature to be 38 degrees to assure perishable foods will be held at 41 degrees or below.*

Food Storage and Cross Contamination

Item 12

Idaho Statutes Title 39-1110 (1) (2)

IDAPA 16.06.12.802.02

IDAPA 16.06.03.380.02

IDAPA 16.06.03.380.04

Food for use in day care facilities shall be prepared and served in a sanitary manner with sanitized utensils and on surfaces that have been cleaned, rinsed and sanitized prior to use to prevent cross contamination. Food shall be stored to prevent potential contamination.

IDAPA 16.06.03.380.04

There must be no evidence of pests present in the facility.

Interpretation:

- *Food must be stored in a manner as to protect it from contamination.*
- *Raw meats, fish, poultry, and eggs must be contained in such a way as to prevent contamination of any other food.*

Food Contact Surfaces, Dishwashing–Cleaning and Sanitizing

Item 13 & 14

Idaho Statutes Title 39-1110 (1)

Food for use in day care facilities shall be prepared and served in a sanitary manner with sanitary utensils and on surfaces that have been cleaned, rinsed and sanitized prior to use to prevent contamination.

IDAPA 16.06.12.802.02

IDAPA 16.06.03.380.02

Food for use in child care facilities must be prepared and served in a sanitary manner. Utensils and food preparation surfaces must be cleaned and sanitized before using to prevent contamination.

IDAPA 16.06.03.380.05

Food contact surfaces must be kept clean and sanitized, including counters, serving tables, high chair trays, and cutting boards.

IDAPA 16.06.03.380.06

Dishes, glasses, utensils, silverware and all other objects used for food preparation and eating, must be sanitized according to approved methods.

Interpretation:

- *All surfaces that may come in contact with food must be smooth and kept in good repair.*
- *All utensils, dishes and glasses may be washed in a dishwasher. If washed by hand, the following method should be used: wash with warm soapy water, rinse with clear water, sanitize and air dry after each use.*
- *All kitchen equipment, shelves and sinks must be kept clean and in good repair.*
- *All surfaces that may come in contact with food must be kept clean and sanitized.*
- *Test strips are recommended for proper sanitizer concentration.*

Utensil Storage

Item 15

Idaho Statutes Title 39-1110 (1)

Food for use in day care centers shall be prepared and served in a sanitary manner with sanitized utensils and on surfaces that have been cleaned, rinsed and sanitized prior to use to prevent contamination.

IDAPA 16.06.12.802.02

IDAPA 16.06.03.380.02

Food for use in child care facilities must be prepared and served in a sanitary manner. Utensils and food preparation surfaces must be cleaned and sanitized before using to prevent contamination.

IDAPA 16.06.03.380.07

Clean utensils must be stored on clean shelves and drawers and not subject to recontamination. Sharp knives and other sharp objects are to be kept out of reach of children.

Interpretation:

- *Utensils must be stored in a manner as to protect them from dust, insects, pets, chemicals and other contamination.*
- *Sharp knives and other sharp utensils and objects are to be kept in locked cabinets or out of reach of children.*

Medicines, Hazardous Substances

Item 16

Idaho Statutes Title 39-1110 (7)

IDAPA 16.06.12.802.04

IDAPA 16.06.03.381.06

Medicines, cleaning supplies, and other hazardous substances must be handled and safely stored out of the reach of children. Bio-contaminants must be disposed of appropriately.

IDAPA 16.06.03.201

IDAPA 16.06.03.380.20

Each owner or operator must maintain records of any medical conditions or allergies that could affect the care of the child; and all medications the child is taking or may be allergic to. These records must cover the previous twelve-month period.

Medications can only be administered to a child by those authorized by a parent or caretaker.

Medications must be in a locked box or otherwise inaccessible to children.

IDAPA 16.06.03.381.06

Cleaning materials, flammable liquids, detergents aerosol cans and other poisonous and toxic materials must be kept in their original containers and in a place inaccessible to children. They must be used in such a way as not to cause a hazard to children.

Interpretation:

- *All medicines, refrigerated or unrefrigerated, and hazardous and toxic materials must be stored in locked cabinets or out of the reach of children.*
- *All biohazards and medical waste must be kept out of reach of children. This includes, but is not limited to diabetic supplies, such as syringes, needle, lancets and medical waste containers used in the disposal of diabetic supplies.*
- *Bio-contaminants include bacteria, viruses, and fungi as well as mold, which can be hazardous in an indoor environment. Proper and safe management and disposal of biological contaminants is required.*
- *Any item clearly stating "keep out of reach of children" must be stored in locked cabinets or out of reach of children.*

Garbage Covered/Removed

Item 17

IDAPA 16.06.03.380.08

Garbage must be kept covered or inaccessible to children.

Interpretation:

- *Garbage and diapers must be removed to outside containers daily.*
- *Garbage and diapers must be kept in a covered container or in a closed trash bag.*
- *Outdoor garbage must be removed on regular basis to prevent an unsanitary nuisance.*

Plumbing/Sewage

Item 18

IDAPA 16.06.03.380.13

All daycare facilities must have restrooms. Each day care must have at least one (1) flushable toilet, and one (1) hand washing sink with warm and cold water per restroom. Plumbing and bathroom fixtures must be in good repair.

IDAPA 16.06.02.360.14

IDAPA 16.06.03.380.15

Facility sewage must be disposed of through an approved public system or individual system approved by the health department.

Interpretation:

- *Plumbing must be working properly, in good repair, free of leakage, no cross-connections. Sewage must be properly disposed of, no overflows or surfacing to cause contamination.*
- *Must have hot and cold running water.*

Septic Systems

IDAPA 58.01.03.004

Every owner of real property is responsible for storing, treating and disposing of black waste and wastewater generated on that property. All plumbing fixtures that discharge waste must be connected to an approved wastewater disposal system.

Septic systems must be functional and in compliance with IDAPA 58.01.03 Rules for Individual/Subsurface Sewage Disposal Systems.

Interpretation:

- *If open sewage is observed, a NOTICE OF VIOLATION will be issued, and the facility will not pass inspection.*
- *If available, a copy of the septic permit will be included in the daycare file.*

Water Supply/Private Wells/Samples

Item 19

Idaho Statutes Title 39-1110 (5) (6)

The water supply, where the source is other than a public water system must be approved in accordance with the rules adopted by the department.

Hot and cold running water is required for hand washing.

IDAPA 16.06.03.380.14

The water supply must be from a public water system maintained according to the "Idaho Rules for Public Drinking Water Systems", or a private well that is tested for bacteria and nitrates annually. Temporary bottled water or boiled water may be allowed for a period as specified by the Department.

Note: Public Drinking Water System: A system for the provision to the public of water for human consumption through pipes or, after August 5, 1998, other constructed conveyances, if such system has at least fifteen (15) service connections, regardless of the number of water sources or configuration of the distribution system, or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year. As defined in Section 003.98, Idaho Code

Interpretation:

- *Private wells will be checked for construction standards. Bacteriological and nitrate water samples will be tested according to district health department policy.*

- *Bacteriological samples will be sent to a certified lab for testing and must be negative in order to approve the water supply. Field Nitrate tests registering 5ppm or less are acceptable. If the test kits reading is over 5 ppm nitrates, a water sample will be sent to a certified lab for analysis. Any sample result exceeding 10 ppm will result in a recommendation not to approve the day care until the situation has been resolved. Providing bottled water to the children is not an acceptable long term solution.*
- *If construction defects are found, they will be noted on the inspection report. The repair of the water system component will be a follow-up activity prior to approval.*
- *The district health department will take the water sample(s) to maintain security and the chain of custody.*
- *The provider is responsible to pay for the water sample laboratory analysis.*

Hand Washing Facilities

Item 20

Idaho Statutes Title 39-1110 (5)

IDAPA 16.06.03.380.09

Children and facility employees shall be provided with individual or disposable towels for hand washing and the hand washing area shall be equipped with soap and hot and cold running water.

IDAPA 16.06.12.802.07

IDAPA 16.06.03.380.02.b

Each provider shall wash his hands with soap and water at regular intervals, including before feeding, after diapering or assisting children with toileting, after nose wiping, before and after administering first aid.

Interpretation:

- *All sinks must have hot and cold running water at all times.*
- *Soap must be present at each hand washing sink at all times.*
- *Each child may be assigned their own separately stored towel if single use cloth or paper towels are not available.*

Diaper Changing and Facilities

Item 21

Idaho Statutes Title 39-1110 (3)

Diaper changing shall be conducted in such a manner as to prevent the spread of communicable diseases.

IDAPA 16.06.03.380.10

A diaper changing area must be separate from food preparation and serving areas and have easy access to a hand washing sink.

IDAPA 16.06.12.802.07

Each provider must wash hands with soap and water at regular intervals, including before feeding, after diapering or assisting children with toileting, after nose wiping, and after administering first aid.

Interpretation:

- *Diaper changing may not occur in the kitchen or on any surface that is used for food preparation.*
- *Diaper changing surface must be sanitized after each use.*
- *Hand washing sink must be near diaper changing area.*
- *Soiled diapers must be stored in closed containers or bags and removed from the facility on a daily basis.*
- *A smooth non-absorbent diaper changing surface is required.*

Firearms Storage

Item 22

Idaho Statutes Title 39-1109 (1) (e)

Firearms or other weapons which are stored on the premises of a daycare facility must be kept in a locked container that is inaccessible to children while daycare attendees are present.

IDAPA 16.06.03.381.04

Firearms or other weapons must be stored in locked cabinet or container and inaccessible to children.

Ammunition must be stored in a locked container and separate from firearms. Matches, lighters, any other means for starting fires are to be out of reach of children. Other weapons that could cause harm to children must be stored out of reach of children.

Interpretation

- *Child care licensing rules only address storage of weapons and ammunition. A firearm carried in a legal manner by a person does not constitute a violation of Idaho Code and IDAPA rules.*

Water Hazards (Pools, Canals, etc.)

Item 23

Idaho Statutes Title 39-1109 (1) (f)

IDAPA 16.06.03.400.06

Pools, hot tubs, ponds and other bodies of water that are on the daycare facility premises must provide the following safeguards.

- The area surrounding a pool, hot tub, or any other body of water must be fenced and locked in a manner that prevents access by children. The fence must be 4 feet high and designed to keep children out when locked and with no vertical opening more than four (4) inches wide. A self-closing gate and latch out of reach of children is required. If the pool or hot tub is not fenced or locked, then a protective covering is required that makes the water to inaccessible to children.
- A fence a minimum four (4) feet high is required to keep children away from an adjacent body of water.

IDAPA 16.03.03.400.06.b

Furniture and other large objects must not be left near the fence in a manner that would allow a child access to the pool. If the area surrounding the pool, hot tub, pond or other body of water is not fenced and locked there must be a secured protective covering that will prevent access. Wading pools and buckets must be empty when not in use.

IDAPA 16.06.12.802.13

Environmental Safety. Building and physical premises must be safe, including identification of and protection from hazards that can cause bodily injury including but not limited to, electrical hazards, bodies of water, and vehicular traffic.

Interpretation

- *A practical solution that is uniform for keeping children safe from water hazards is required when a provider cannot be in compliance with the law. A safety plan must be written and on file that describes what precautions are taken by the provider to keep children safe to prevent a water hazard incident.*

Smoking /Alcohol Consumption

Item 24

Idaho Statutes Title 39-1110 (8)

Smoking or alcohol consumption is prohibited on the premises of a daycare facility during daycare facility operations.

IDAPA 16.06.03.381.16

Alcohol and illegal drugs must not be used by operators, children, staff, volunteers or visitors at daycare facilities or in the presence of children at the facility during hours of operation or in vehicles while transporting children. Individuals under the influence of alcohol or drugs are not permitted at the day care facility. Illegal drugs are prohibited by law and therefore must not be allowed on the premises of a licensed daycare facility at any time whether the facility is open or closed.

IDAPA 16.06.03.381.17

Children must be afforded a smoke free environment during all daycare hours whether indoors or outdoors. While children are in care, the operator and all staff must ensure that no smoking and other tobacco use occurs within the facility, in outdoor areas, or in vehicles when children are present.

Interpretation

- *Individuals under the influence of alcohol or drugs are not permitted at the day care facility.*
- *Use of tobacco, alcohol, and illegal drugs is not permitted on the premises of the day care facility during operating hours.*

Sleeping/Play Areas and Restrooms Clean

Item 25

Idaho Statutes 39-1110 (4)

Sleeping and play areas, restrooms and fixtures shall be maintained in a safe, sanitary condition.

IDAPA 16.06.03.400.07

The indoor play area must be clean, reasonably neat, have age-appropriate toys, and free from accumulations of dirt, rubbish or other health hazards.

IDAPA 16.06.03.380.11

Children sleeping at the facility must have separate cots, mats, or beds and blankets.

IDAPA 16.06.03.380.13

Each facility must have at least one (1) flushable toilet, and at least one (1) hand washing sink with warm and cold water per restroom.

Interpretation:

- *Sleep, play and kitchen areas, restrooms, fixtures are to be kept clean, sanitized and in good repair at all times.*
- *Floors and carpets are to be clean and dry.*
- *Walkways and common areas are to be kept free of clutter and other tripping hazards.*
- *Sleeping mats, if used, must be sanitized after each use.*
- *Toilets must be operational at all times.*
- *Blankets and bedding must not be shared. If each child brings a blanket from home, it should be taken home and washed on a regular basis. Blankets belonging to the facility must not be shared and should be washed at least one (1) time per week. Blankets must be stored separately to prevent cross contamination.*
- *Bibs used for infants and toddlers should be either disposable or washed after each use.*
- *Toys must be maintained in good repair and cleaned on a regular basis.*

Heat, Light and Ventilation

Item 26

IDAPA 16.06.03.380.21

A daycare facility must have adequate heat, light, and ventilation. Windows and doors must be screened if used for ventilation.

IDAPA 16.06.03.381.02

A furnace, fireplace, wood-burning stove, water heater, and other flame or heat producing equipment shall be installed and maintained as recommended by the manufacturer. Fireplaces and wood-burning stoves shall be protected on all sides by screens or other means.

IDAPA 16.06.03.381.03

Portable heating devices must be limited and approved for use and location by the fire inspector prior to use within a facility and must not be used during sleeping hours.

Interpretation

- *If the heat producing equipment appears to be damaged, installed or functioning incorrectly, the provider must discontinue use, replace the item or contact a local fire official for an inspection.*
- *Portable heating devices must be UL (Underwriters Laboratories) listed, contain a tip over switch, and be plugged directly into the wall, without the use of an extension cord.*

Outdoor Play Areas and Toys

Item 27

IDAPA 16.06.03.400.08

Any outdoor play area must be free from hazards, such as wells, machinery and animal waste. If the play area is adjacent to a busy roadway, drainage, irrigation ditch, stream, large holes, or other hazardous areas, a fence in good repair is required, four (4) feet high without holes or spaces more than four (4) inches. Climbing apparatus, slides and swings must be anchored firmly and placed in a safe location. Outdoor play areas must be designed so that children are always visible and easily supervised. Toys and play equipment used by children must be of substantial construction, free from rough edges and sharp corners. Unguarded ladders on slides must be kept in good repair and well maintained.

Interpretation:

- *Examples of outdoor hazards include but are not limited to; lawn equipment, gas grills, exposed wire, air conditioning units, and gardening tool.*
- *The EHS may use discretion when deciding whether or not an item is a hazard.*

Animal/Pet Vaccination and Health

Item 28

IDAPA 16.06.03.381.05

Any pet or animal present at the facility, indoors or outdoors must be in good health, show no evidence of carrying disease and be a friendly companion of children. The operator must maintain the animal's vaccinations and vaccination records. Records must be available to the Department upon request.

Interpretation:

- *Vaccination record of animals shall be provided if the health department representative determines that it is necessary based upon an animal's behavior and appearance.*

General Safety

Item 29

IDAPA 16.06.03.400.01

All appliances, lamp cords, exposed light sockets, and electrical outlets must be protected to prevent electrocution.

IDAPA 16.06.03.400.02

Balconies and stairways accessible to children must have substantial railings as required by the state adopted International Building Code.

IDAPA 16.06.03.400.03

When an operator cares for children less than three (3) years of age, stairways must be protected to prevent child access to stairs.

IDAPA 16.06.03.400.04

Hazard areas must be restricted to prevent easy access to a hazard based on age and functioning level of a child.

IDAPA 16.06.03.400.05

Fueled equipment, including but not limited to, motorcycles, mopeds, lawn care equipment and portable cooking equipment may not be stored or repaired in areas where children are present.

IDAPA 16.06.03.400.08.e

Toys and objects with a diameter of less than one (1) inch, objects with removable parts that have a diameter of less than one (1) inch, plastic bags, Styrofoam objects and balloons must not be accessible to children ages three (3) years and under or children who are known to place such objects in their mouths.

IDAPA 16.06.12.802.13 Environmental Safety

Building and physical premises must be safe, including identification of and protection from hazards that can cause bodily injury including but not limited to, electrical hazards, bodies of water, and vehicular traffic.

Interpretation:

- *All outlets must have protective wall plates.*
- *All electrical outlets not in use must have child safety covers on the plug in.*
- *Exposed wires are not acceptable.*
- *Furniture must be safe & in good condition.*
- *Cords must be secured and not across walkways, common areas because they pose tripping or other hazards.*
- *Blinds cords must be secured and out of reach of children*
- *Barbeque grills must be stored in an area not accessible to children.*
- *Tip hazards shall be prevented, items such as televisions and book shelves must be anchored.*

Transportation Safety

Item 30

IDAPA 16.06.03.380.18

Providers that transports a child(ren) will possess a valid driver's license, be insured under Idaho Law and abide by all traffic laws including the requirement that all children are in proper safety restraints while being transported under Section 49-672, Idaho Code and Section 49-673, Idaho Code. Vehicles used to transport children will be properly maintained and in good working condition.

Idaho Code Statute 49-672

Passenger safety for children.

(1) No noncommercial motor vehicle operator shall transport a child who is six (6) years of age or younger in a motor vehicle manufactured with seat belts after January 1, 1966, unless the child is properly secured in a child safety restraint that meets the requirements of federal motor vehicle safety standard no. 213.

(2) The provisions of this section shall not apply:

(a) If all of the motor vehicle's seat belts are in use, but in such an event any unrestrained child to which this section applies shall be placed in the rear seat of the motor vehicle, if it is so equipped; or

(b) When the child is removed from the car safety restraint and held by the attendant for the purpose of nursing the child or attending the child's other immediate physiological needs.

(3) The failure to use a child safety restraint shall not be considered under any circumstances as evidence of contributory negligence, nor shall such failure be admissible as evidence in any civil action with regard to negligence.

Idaho Statute 49-673

Safety restraint use.

(1) Except as provided in section 49-672, Idaho Code, and subsection (2) of this section, each occupant of a motor vehicle that has a gross vehicle weight of not more than eight thousand (8,000) pounds, and that was manufactured with safety restraints in compliance with federal motor vehicle safety standard no.

208, shall have a safety restraint properly fastened about his body at all times when the vehicle is in motion.

(2) The provisions of this section shall not apply to:

(a) An occupant of a motor vehicle who possesses a written statement from a licensed physician that he is unable for medical reasons to wear a safety restraint;

(b) Occupants of motorcycles, implements of husbandry and emergency vehicles;

(c) Occupants of seats of a motor vehicle in which all safety restraints are then properly in use by other occupants of that vehicle; or

(d) Mail carriers.

(3) (a) A citation may be issued to:

(i) Any occupant of the motor vehicle age eighteen (18) years or older who fails to wear a safety restraint as required in this section; and

(ii) The operator of the motor vehicle if the operator is age eighteen (18) years or older and any occupant under eighteen (18) years of age who fails to wear a safety restraint as required in this section. For purposes of this paragraph (a)(ii), it shall be deemed a single violation regardless of the number of occupants not properly restrained.

(b) A person issued a citation pursuant to this subsection shall be subject to a fine of ten dollars (\$10.00), with five dollars (\$5.00) of such fine to be apportioned to the catastrophic health care cost fund, as set forth in section 57-813, Idaho Code. A conviction under this subsection shall not result in violation point counts as prescribed in section 49-326, Idaho Code, nor shall such a conviction be deemed to be a moving traffic violation for the purpose of establishing rates of motor vehicle insurance charged by a casualty insurer.

(4) A citation may be issued to the operator of the motor vehicle if the operator is under eighteen (18) years of age and the operator or any other occupant who is under eighteen (18) years of age fails to wear a safety restraint as required in this section. For purposes of this subsection, it shall be deemed a single violation regardless of the number of occupants not properly restrained. A person issued a citation pursuant to this subsection shall be subject to a fine of ten dollars (\$10.00), five dollars (\$5.00) of such fine to be apportioned to the catastrophic health care cost fund as set forth in section 57-813, Idaho Code, plus court costs. A conviction under this subsection shall not result in violation point counts as prescribed in section 49-326, Idaho Code. In addition, a conviction under this subsection shall not be deemed to be a moving traffic violation for the purpose of establishing rates of motor vehicle insurance charged by a casualty insurer.

(5) Enforcement of this section by law enforcement officers may be accomplished only as a secondary action when the operator of the motor vehicle has been detained for a suspected violation of another law.

(6) The department shall initiate and conduct an educational program, to the extent sufficient private donations or federal funds for this specific purpose are available to the department, to encourage compliance with the provisions of this section and to publicize the effectiveness of use of safety restraints and other restraint devices in reducing risk of harm to occupants of motor vehicles.

(7) The department shall evaluate the effectiveness of the provisions of this section and shall include a report of its findings in its annual evaluation report on the Idaho highway safety plan which it submits to the national highway traffic safety administration and federal highway administration pursuant to 23 U.S.C. section 402

Interpretation:

A provider shall follow the manufacturer's instruction for the proper and correct use of child safety restraints and seat belts.

Safe Sleep

Item 31

IDAPA 16.06.12.802.14

IDAPA 16.06.03.200.04

IDAPA 16.06.03.380.12

IDAPA 16.06.03.300.04

Providers must place newborn infants to twelve (12) months in a safe sleep environment. Safe sleep practices include alone, on their backs, and in a Consumer Product Safety Commission (CPSC) certified crib. All sleeping children must be within sight and normal hearing range of a provider.

Interpretation:

Safe sleep best practices for children twelve (12) months of age or less include and are not limited to:

- *Place one infant on their back on a firm mattress in a CPSC certified crib or porta crib.*
- *Sleeping space is free of objects, loose blankets/sheets, toys, pillows, bumper pads, sheep skins, etc...*
- *Monitor breathing, sleep position and bedding of a resting/sleeping infant frequently for distress.*
- *Soft lighting is necessary to monitor a resting or sleeping infant.*
- *Video equipment or baby monitor are not a substitute for monitoring.*
- *Infants resting or sleeping in a space not recommended for sleeping, such as rockers or swings, shall be moved to a safe sleeping space as described herein.*
- *A pacifier is the only item allowed in a crib or porta crib. Pacifiers cannot have cords or attaching mechanisms.*
- *Cradleboards:*
 - a. *Advise provider to contact a Child Care Health Consultant.*
 - b. *The cradleboard must lay flat while an infant is resting/sleeping.*
 - c. *Decorative or play items may not be attached due to being a potential choking or strangulation hazard.*
 - d. *Fabric wrapping infant may not be loose and it cannot be too tight or snug.*
 - e. *All other safe sleep practices apply.*

Alternatives to nationally recognized best practices require approval and require:

- *A medical directive provided by a physician*
- *Other circumstances will be considered on a case by case basis*

Provider Resources

All facilities shall be given a paper copy or have access to an electronic version of the "Health and Safety Childcare Provider's Manual". It should be available for employee and parent review. The provider can be directed to a web site.

Procedures

Health and Safety Inspections and Investigations

New or Initial Inspections

- Initial inspections are scheduled with the provider
- Review previous inspection sheet if initial inspection is triggered by a change of address or ownership.

Annual or Renewal Inspections

- Review last inspection sheet for previous problem areas prior to the inspection
- This type of inspection is not to be scheduled. It is acceptable to contact the provider prior to going out to the facility to obtain a schedule for days and times of operation. An exact date and time for the inspection must not be disclosed to the provider.
- The Environmental Health Specialist (EHS) may use discretion when deciding whether or not to contact a Relative provider regarding their hours of operation.

Time Lines for Inspection Process

- Idaho STARS will provide the referrals for renewal/annual inspections that are due.
- Inspections shall be performed within thirty (30) calendar days of referral from Idaho Stars. If inspections not performed due to the provider's inability to be available, and three (3) attempts were made and documented, advise Idaho STARS by email (customersupport@idahoaeyc.org). Include communications in the provider's file. No further action is required until Idaho STARS makes a request for inspection.
- "Passed" inspections must be sent to Idaho STARS and Childcare Check within three (3) business days. customersupport@idahoaeyc.org; idcccheck@dhw.idaho.gov
- "Not Passed" inspections for which violations have not been corrected after 30 days must be sent to Idaho STARS and Childcare Check within three (3) business days. customersupport@idahoaeyc.org; idcccheck@dhw.idaho.gov

Time Lines for the State Fee Collection

- Idaho STARS will provide the referrals for the State Fee Collection.
- The Provider must be contacted within three (3) business days of referral and advised to make payment for license.
- Make at least three (3) attempts to contact the provider. The third attempt should be in writing. A form letter is in Appendix H for a failure to respond.
- If three (3) attempts have been made to have provider pay the license fee, including a letter and the license fee is not paid within thirty (30) days from the referral, Idaho STARS needs to be notified. Document and log the activities for the file.
- A "fee" referral requires a copy of receipt of payment to be sent to Idaho STARS within three (3) business days. customersupport@idahoaeyc.org
- If a check submitted by the provider is not accepted due to insufficient funds, the inspection report will be changed to "Not Passed" status and reported to the Idaho STARS and the DHW Day Care Licensing Specialist.

Inspection Overview

1. Inspection of Facility – Childcare Inspection Process
 - a. Upon entry to the facility, kindly present yourself and articulate the purpose of your visit.
 - b. Request an audience with the person in charge (PIC).
 - c. Prior to beginning the physical inspection of the facility, ensure that all pertinent documentation and paperwork is in order. This includes CPR/First Aid certifications, background check clearances, immunization records, emergency plan (YIKES), illness policy, and evacuation plan.
 - d. Engage in a discussion with PIC regarding emergency procedures and drills schedule.
 - e. Initiate a walkthrough of the facility, observing the following elements in classrooms:
 - Supervision of children.

- Child-to-Staff ratio.
- Availability of an adequate number of sinks for handwashing, bottle washing etc.
- Employment of approved sanitizers at proper concentrations.
- Identification and mitigation of safety hazards, including accessibility concerns.
- Evaluation of the height and stability of shelves.
- Examination of outlets, addressing potential safety concerns.
- Recognition and elimination of choking hazards.
- Verification of the temperature of the classroom refrigerators (if applicable) and the presence of an internal thermometer.
- Ensuring handwashing sinks are fully stocked.
- Confirming clearly marked exits.
- Validating the functionality of smoke detectors where applicable.
- Confirming fully stocked diaper changing stations (where applicable) and discussing procedures with staff.
- Discussing Safe Sleep practices with staff and PIC.
- Verification of the presence and requirements of fire extinguishers.
- Inspections of cribs.
- Observe general cleanliness and discuss cleaning schedules.

Next, in the kitchen area, assess the following:

- Temperature of refrigerators and verify an internal thermometer is present.
- Inquire about food source with PIC. Verification of food source.
- Adequacy of food storage.
- Presence of a designated handwashing sink, fully stocked.
- Verification of proper materials and plumbing.
- Discussion of warewashing process with PIC (4-step method).
- Confirmation of the functionality of the dishwasher with a sanitizing option or heat-drying cycle. Measure levels of sanitizer in a dishwasher if applicable.
- Discussion of general food safety procedures with PIC.
- Ensuring chemicals, knives, medicines are inaccessible to children.
- Inspection of canned goods, garbage, and fire extinguishers (if applicable).
- Presence of pests (cabinets, shelves, dry food storage areas and closets). Discuss pest control measures if necessary.

For outdoor play areas, assess:

- Identification and mitigation of possible safety hazards (for example, accessibility of garden tools and lawn maintenance equipment, sharp branches and bushes, large rocks, tripping hazards, etc.).
 - Verification of a fully fenced and secure area
 - Observation and discussion of supervision practices.
 - Ensuring the A/C unit is inaccessible.
 - Confirmation of the functionality of play sets, slides, etc.
 - Fall zone fill conditions.
 - Checking for potential water hazards (examples: canals, ponds, hot tubs, pools).
- f. Inquire/Discuss miscellaneous items such as sleeping arrangements, laundering, transportation (including vehicle inspections if necessary), animals or pets, firearms, water supply (testing and sampling if necessary), overnight care, and medication administration.
 - g. Conclude the inspection with an overview of observations made. Inquire about CPSC. Record the number of children onsite, provider's children, and staff present. Communicate any follow-ups required if applicable.
 - h. Ask PIC if there are any questions or concerns regarding the inspection report.
 - i. Conclude the process by signing the inspection report, having PIC also sign for acknowledgement.

2. Immunization Records Review
 - Compare names of children enrolled with the immunization records. See Immunizations on page 12 describing the procedure for a records review.
 - Five hundred (500) facilities per year will be selected for a complete review.
 - A complete review of child immunization records will be conducted at certain facilities by each health district. The facilities are randomly selected by each health district according to an agreed method.

An Immunization record is a document (paper or electronic) that is confirmed by a licensed health care professional or a physician's representative. Records produced by child care management software such as Procare, Kingarootime, Kindertales, EZCare, or similar do not meet the definition of an Immunization Record.

3. Water Samples
 - Inspect water system according to health district protocol. See page 18.
 - Bottled water is not an acceptable permanent alternative to an approved private water system
4. Handouts
 - Review and offer appropriate handouts related to health and safety procedures and information such as diaper changing, sanitation, and weather related hazards, and immunization requirements.
 - Information about the requirements concerning employee/child record keeping should be provided.
 - All facilities shall be given a paper copy or have access to an electronic version of the "Health and Safety Childcare Provider's Manual". It should be available for employee and parent review. The provider can be directed to a web site.
5. Consumer Product Safety Commission
 - Provide contact and web site information about the Consumer Product Safety Commission.
 - Direct the provider to the recalled products lists for infants and children.
 - Mark the box on the inspection form
6. Child and Employee Record
 - Child records shall include name, date of birth, parent or guardian name and contact information, emergency contact information, health information and health record. Employee records shall include employee name, proof of age, phone number, training record, criminal history background clearance, record of hours at the facility, and current CPR and First Aid certification. Inspector should provide a handout for new facilities, and as necessary.
 - Mark the box on the inspection form
7. Child Care Health Consultant Referral
 - Circle "Y" (yes) on the inspection form to indicate if the provider would like to be contacted by an IAIEYC Child Care Health Consultant (CCHC). Send inspection report to the regional CCHC by email. See contact list for Regional CCHC.
8. Follow Up Inspections/Violation Correction Report Forms
 - As needed, complete follow-up actions to ensure compliance and document corrective action.
 - Mark the box in the Activity section of the inspection form for Samples or Follow-up when re-sampling drinking water.
 - Make sure providers know what is expected of them and their timelines to make corrections.
 - Have the provider sign the inspection form and give a copy to the provider for their records.
 - A written corrective action plan may be required from the provider.
 - A written water hazards corrective action plan may allow a maximum of ninety (90) days.

9. Non-compliance Issues

At the discretion of the EHS, the following occurrences shall result in action against a provider's or establishment's licensing and/or ICCP status:

- Repeat violations in consecutive inspections.
- A substantiated complaint.
- Refusal of inspection during child care business hours.

Contact a vendor specialist to recommend that a provider be removed from ICCP.

Contact State or City licensing authority to recommend a provider's license be revoked.

10. An EHS shall contact vendor specialist in situations when:

- Unable to contact provider for initial inspection or training after 30 days/3 tries.
- Unable to make contact with provider at establishment after 30 days/3 tries.
- Informed by provider that they are no longer operating.

Follow-up Inspections

1. If one or more items on the initial or annual inspection report have been found out of compliance, the EHS of the district health department shall not approve the child care for ICCP or a license until the non-compliance item is corrected. The violation shall cause a child care to have a follow-up inspection activity. A follow-up correction date shall be marked on the inspection report form.
2. Correction of item not in compliance shall be as follows:
 - An on-site follow-up inspection shall be made no later than ten (10) days after the new or annual inspection for any item that, in the opinion of an EHS, would cause a threat to the health and safety of a child.
 - A follow-up activity, such as a violation correction report form or an on-site inspection, is required to verify and document corrective actions. It shall be completed and documented no later than 30 days after the inspection.
3. When no violations remain to be corrected it shall be documented and the Environmental Health Specialist shall pass the inspection.
4. If a violation has not been corrected, based on his or her professional judgment the EHS can chose from the following options:
 - A second on-site follow-up activity shall be made no later than ten (10) days after the first follow-up activity date to ensure correction.
 - Inspection should be sent to Idaho STARS as "inspection not passed" when the violation was not corrected within thirty (30) days from the initial or annual inspection.
 - A follow-up meeting may be scheduled at the district health department between the child care provider and representatives of the district health department. The IDHW or Idaho STARS may be invited to attend to expedite compliance. The purpose of the follow-up meeting shall be to examine in greater detail the reason an item has not been corrected and attempt to get the non-compliance issue resolved with a compliance schedule. This shall be an informal meeting. A written summary of the follow-up or compliance meeting shall be sent to the child care provider by certified mail and a copy to the IDHW and Idaho STARS.
5. The provider may be required to submit a written corrective action plan with the intent of achieving compliance in cooperation with the health department. The health department will conduct the necessary follow-up to ensure the provider is meeting the criteria of the corrective action plan.
6. If a satisfactory resolution to a violation item not in compliance cannot be agreed upon, then any further action shall be determined by the health district and the IDHW.
7. Repeat Violations
On occasion, child care facilities are found to have the same violation(s) during each succeeding annual inspection. Although the violation(s) are corrected and verified through follow-up

activities, they continue to occur. This is a strong indication that the health and safety of the children may be at risk during most of the year. The health district has the liberty to determine their own course of action; however, it is recommended that: If repeat violation(s) are found on two or more consecutive inspections, a letter should be sent to the child care provider and copied to the IDHW or its designee, depending on the seriousness of the violation(s). The licensing entity should be advised also. The letter should note that if the next subsequent inspection shows the same violation(s), it will result in an "ICCP not recommended" and/or "Do not issue license". A meeting with the provider may be necessary as described above.

Please see Appendix H for a sample letter.

Complaint Investigations

1. The 2-1-1 Idaho CareLine is the central point for all child care complaints. All complaints will be sent to the health departments through the incident@idcctracker.org system or official Department complaint program.
2. When a complainant contacts a health district to report a complaint against a child care provider, the complainant will be directed to contact the 2-1-1 Idaho CareLine. If the complainant will not call 2-1-1 then the health department will record the complaint and report it to a representative of the 2-1-1 CareLine. Child endangerment complaints need to be directed to the appropriate authority immediately.
3. The complainants name cannot be divulged during the course of the investigation.
4. A complaint under the authority of the district health department shall be prioritized based on the severity of health and safety risks alleged by the complainant. Examples of complaints that the health district will investigate are health and safety standards, child staff ratio, group size and unlicensed facilities. If the allegations of the complaint do not pertain to the role of the health district within the child care program the complaint must be referred to the appropriate agency through IDHW. Inform IDHW via email at incident@idcctracker.org, and request a response. Include any correspondence related to the complaint in the provider's file.
5. An EHS shall begin the investigation the same day or no later than three (3) business days after receiving a complaint. An on-site investigation will most likely be warranted. It will depend on the severity of the complaint and whether the complaint may potentially be substantiated based on on-site observations. For example, a complaint alleging that a provider is caring for at least seven (7) children and is not licensed requires a site investigation.
6. Report the findings of each complaint to IDHW within three (3) business days of resolution using incident@idcctracker.org or the official Department complaint program. Send a copy of the on-site investigation report and a list containing the full names and birthdates of persons on-site who are over thirteen (13) years of age documented on the Child Care Investigation – Criminal History Background Check Form with the email response, reporting the findings. This form can be found in Appendix H.
7. The investigation reports shall include:
 - Details related to the investigation, which should include observations and/or statements made over the phone, via email, or in person.
 - Whether the investigation is considered resolved.
 - Whether or not the allegations made by the complaint were substantiated.
 - Additional observations or corrective actions made, if unrelated to allegations within the complaint, should be documented within the report, but may not be used as justification for substantiating the complaint. If the EHS determines that these observations are of significant enough severity to merit revisiting they shall use an unannounced inspection, or submit an additional complaint through incident@idcctracker.org.
8. A follow-up activity may be warranted for a substantiated complaint to determine if a corrective action was effective even if the violation, which led to substantiating the complaint, was corrected during the initial investigation. If a follow-up activity is performed, it must be documented that it

was necessary, either by marking the initial or preceding investigation as unresolved, or through communications with IDHW, which must be documented and included in the provider's file.

9. The health district can recommend that the IDHW or a City take action to revoke or suspend a provider's license, or recommend action affecting a provider's ICCP eligibility. This request must be in writing and must provide an explanation for the recommendation.
10. Upon conclusion of the on-site investigation EHS must collect full names and DOBs of individuals thirteen (13) years of age or older who have unsupervised direct contact with children or who are on the premises at the time of the investigation and document them on the Child Care Investigation – Criminal History Background Check Form. This form can be found in Appendix H.
11. If a public records request is made regarding any child care complaint investigated by the district health department, district health department must refer the requestor to the IDHW.

In – Home Care Health and Safety Training and Requirements

IDAPA 16.06.12.401 Rules Governing the Idaho Child Care Program:

Each in-home care provider is responsible to ensure that health and safety requirements are met for children being cared for in the children's own home.

01. Health and Safety Inspections. In-home health and safety inspections, described in Section 802 of these rules, are not required for in-home care providers caring for children in the children's own home.

02. Health and Safety Training. Because in-home care providers are exempt from health and safety inspections, each in-home care provider must annually complete health and safety training provided by the local Health District covering requirements listed in Section 802 of these rules.

Procedure:

The health and safety training will require an appointment at the home of the child or children cared for by an In-Home child care provider. The child care provider (nanny) must be present for this training. The primary purpose of In-Home child care provider training is to educate the provider on child care environmental health and safety requirements and best practices. The following steps must be completed:

1. Receive Referral from IdahoSTARS*.
2. Schedule appointment for training.
3. Check both boxes on the inspection form for Training and In-Home.
4. Use the inspection report form to document comments and observations related to the observed child care health and safety issues, and discuss each item.
5. Answer questions, make recommendations and leave appropriate handouts.
6. Do not mark passed or not passed at the bottom of the inspection. Leave these fields blank.
7. Have the provider sign the inspection/training form.
8. Submit the report to customersupport@idahoaeyc.org and idcccheck@dhw.idaho.gov as any other type of inspection*.

*Follow inspection and submission timeline requirements as you would with any other inspection.

Idaho Public Health Districts' Procedure for Initiating Unannounced Health and Safety Inspections at Child Care Facilities

Background

The child care health and safety inspection contract between the Idaho Department of Health and Welfare (IDHW) and Central District Health (Contract No. WC065400) allows for Unannounced health and safety inspections. The public health districts in Idaho cooperatively implement the contract statewide. The definition of an Unannounced Inspection is described below. An Unannounced inspection is not an Annual inspection. The Activity boxes on the inspection report are to be marked accordingly.

Paragraph IV. D. of the contract Scope of Work states:

“Conduct unannounced health and safety inspections on those providers identified by the Department or Health Districts. The Health Districts may conduct unannounced visits at their own discretion. They are allocated a maximum of eighty-four (84) such visits and may not exceed more than eighty-four (84) during

the contract period. The Department may identify and request additional unannounced visits that will not count toward the limit of eighty-four (84) inspections that are subject to the Health Districts discretion.”

Unannounced Health and Safety Inspection Procedure

Facilities considered for unannounced inspection will be selected by the local public health district. Selection will be based on the following criteria, in priority order:

- The existence of violations found during a routine inspection or complaint investigation that pose a significant risk to the children’s health or safety based on the judgment of a qualified EHS.
- A pattern of repeated violations from year to year.
- An unusually high number of violations observed during the last routine inspection.
- The completed inspection form must be sent via email to Idaho STARS and Childcare Check (customersupport@idahoaeyc.org; idccccheck@dhw.idaho.gov) within three (3) business days of completion. Ensure that the box corresponding to the “Unannounced” inspection type is marked on the form (note: this was previously labeled “Random”).
- The public health districts will follow up and require correction of violations using the same procedures used during routine inspections. All violations must be corrected within thirty (30) days of inspection. If violations are not corrected within thirty (30) days, inspection must be marked “inspection not passed” and submitted to Idaho STARS and Childcare Check within three (3) business days after determining corrections were not made (customersupport@idahoaeyc.org; idccccheck@dhw.idaho.gov).
- The status of the facility license or ICCP certification will then be decided by IDHW, and may require consultation with the public health district or Idaho.
- No more than twelve (12) random health and safety inspections will be conducted by any public health district within a contract year, unless authorized by District 4 (CDH), to prevent the seven health districts from exceeding their combined total allowed by contract.
- Other referrals for unannounced health and safety inspections may be initiated by IDHW at their discretion.

Private Water System Sampling Guidelines (as used by District 4)

When preparing to conduct an annual child care facility inspection that will involve sampling and testing of a private well used for drinking water preparation, sampling, and proper documentation are important.

Preparation

Before the inspection, ensure that you have the proper materials and paperwork. You will require a nitrate testing kit and Total Coliform (TC) sample bottle with Sodium Thiosulfate. The State Laboratory will require a Total Coliform Analysis of Drinking Water Submission form to be completed for submission of the sample.

Sampling for Total Coliforms

The first step in sampling is choosing a location. The sample collection form reads as follows:

1. Select a clean no mixing faucet which is not swiveled or hinged. Remove any screens or strainer. Allow the water to run until the temperature becomes uniform which usually takes about 3-5 minutes. Reduce the flow to reduce splashing while taking the sample.
2. Remove the shrink wrap from the sample bottles by lifting the red tear strip. The white powder (Sodium Thiosulfate – a harmless chemical at this amount) in the bottom of the bottle will neutralize any chlorine if it is present but does not interfere with the test. **REMOVE THE LID FROM THE BOTTLE IMMEDIATELY BEFORE TAKING THE SAMPLE.** *While filling bottle, hold the lid so that neither the lip of the lid nor the inside surface of the lid touch anything.*
3. Fill the bottle to the line nearest the lid, leaving a 1" headspace. If you are collecting the sample using a larger bottle, make sure to leave the 1" headspace also.
4. Fill in the label on the bottle in ink to maintain the integrity of the sample should the sample and paper work become separated.

Nitrate Testing

Nitrate testing should be performed according to the test kit manufacturer's instructions. If you do not have the instructions, contact the manufacturer. The instruction manual should be read for understanding before conducting field testing. If the result of the field test clearly indicates a nitrate level less than 5ppm, document the result on the Inspection Form - no further action is required. If the result of the field test is that nitrate levels are not clearly less than 5ppm, take a sample in an approved container, and submit it to the laboratory for testing.

Documentation

When filling out the Child Care Inspection Report it should be documented that the status of the inspection is pending the result of the TC test in the WATER SUPPLY/WELL SAMPLED section. The same will apply if the nitrate field test did not clearly indicate levels below 5ppm. Indicate the date and result of the test(s) once received. When the TC test results are received the inspection will be "not passed" if the result is PRESENCE, and "passed" if the result is ABSENCE, assuming that there are no other outstanding violations. Similarly, the inspection will be "not passed" if the result of the laboratory nitrate test is greater than 10ppm, and "passed" if the result is less than 10ppm, assuming that there are no other outstanding violations. **It is important that neither "not passed" nor "passed" are marked on the inspection before the results of the tests are known, unless there are unrelated outstanding violations.**

Health and Safety Inspector Qualifications

The health and safety inspector shall have a professional license, professional certification or professional training status for licensure or certification in a health-related field that is valid in the State of Idaho. The minimum qualifications must be equivalent to an Environmental Health Specialist I.

Confidentiality

Health District's shall comply with all applicable state and federal laws, rules, and regulations concerning confidentiality.

HIPAA Privacy Rule and Public Health Guidance from CDC and the U.S. Department of Health and Human Services. {45 CFR § 164.512(b)}

IDAPA 16.05.01 Use and Disclosure of Department Records

Interagency Communication and Customer Service

Review the Customer Service section in the Quality Assurance Plan in Appendix A

Base funding is to cover the costs of non-inspection services such as:

1. Technical Assistance to the providers will be made available when there is a need to provide a safer and healthier environment for children through education. An on-site visit may be necessary to educate the provider about child safety, food safety, immunizations, communicable disease, or other child health and safety issues.
2. Voice mail for the health district staff shall provide an option for the caller to obtain immediate assistance if necessary. Health districts shall endeavor to return telephone calls the same day and shall respond to phone calls and emails within 48 hours or two (2) business days after the initial contact.
3. Written correspondence must be responded to within two business days unless it is a public records request. If planned absences will prevent the EHS from responding within this timeframe, an automatic reply to incoming email correspondence must be applied and include contact information for another EHS who is present and similarly trained to handle their responsibilities. The initial response for a public records request is three (3) business days.
4. Promote child care services by providing current information on child care licensing, ICCP, Idaho STARS training, handouts or manuals, and other professional development opportunities. Direct child care providers to the 2-1-1 Idaho CareLine or 1-800-926-2588 who will connect them to the appropriate agency.
5. Participation in community meetings, representation of the health districts at public functions, etc.
6. Work with the IDHW, health districts, and IAEYC in developing appropriate training and scheduling of meetings related to the goals of the contract.
7. Health and safety inspectors will use "Inspection passed" or "Inspection not passed" designations when reporting the inspection status to the vendor specialist or child care program specialist. The inspection report form must be sent to Idaho STARS within three (3) business days. Email the report to customersupport@idahoaeyc.org.
8. On-site investigation reports will be marked either "Investigation resolved" or "Investigation not resolved" when the report is sent through the incident tracker system or official Department complaint program and to the IDHW Day Care Program Specialist.
9. A professional, timely, clear and accurate response to the provider, the Department, IAEYC and other partners concerning the inspection, inspection process, investigations, education and consultation is required.

Appendix A

Idaho Public Health Districts'
Quality Assurance Plan for
Child Care Health, Safety, and Complaints Program
April 22, 2010

**Idaho Public Health Districts’
Quality Assurance Plan for
Child Care Health, Safety, and Complaints Program
April 22, 2010**

Purpose

This quality assurance plan will guide effective, consistent program delivery throughout Idaho by the seven public health districts. The plan will function as a companion document to the Idaho Child Care Management Manual, to be developed by the public health districts with input from other program stakeholders. The goals of this plan are as follows:

1. Ensure compliance with the contract between Public Health District 4 (Administrator) and the Idaho Department of Health and Welfare (IDHW) for child care health and safety inspections and complaint investigations.
2. Provide direction in program delivery to the six public health districts in Idaho acting as subcontractors to the Administrator as part of IDHW’s single health and safety contractor business model.
3. Establish a system of continuous program assessment and quality improvement. This includes consideration of and interaction with IDHW and its Resource and Referral/Professional Development contractor.

Implementation of the Quality Assurance Plan

1. This plan will be maintained and updated by the Administrator, with input from each of Idaho’s public health districts.
2. The plan will be reviewed at least annually by customer service, administrative, and field staff working the child care program at each public health district. A representative from each public health district will sign the most current copy of the plan to verify that the plan has been distributed and reviewed by appropriate staff within their organization.
3. The review and verification process will be completed annually or more frequently if significant revisions to the plan are made.

Roles and Responsibilities

Staff at Public Health District 4 have added responsibilities in functioning as the Administrator of IDHW’s health, safety, and complaints contract. Specific staff roles in the child care program are as follows:

Natasha Ferney, 208- 327-8526; nferney@cdh.idaho.gov

Public Health District 4 Child Care Program Manager: responsible for technical aspects of health and safety inspections and complaint response; point of contact for technical questions from all public health districts and other stakeholders.

Betsy Kober, 208-327-8602; bkober@cdh.idaho.gov

Administrative lead for reports, billing, records quality assurance, and CERM Team support.

Rob Howarth, 208-327-8520; rhowarth@cdh.idaho.gov

Contract administrator: point of contact for IDHW, its contractors, and public health districts on contract/subcontract compliance and interpretation; also responsible for implementing this quality assurance plan.

The Administrator’s staff listed above will also rely on assistance as from its departments of Information Technology and Finance to support this program.

General responsibilities of other stakeholder organizations are as follows:

Organization	Roles/Responsibilities
Public Health Districts	<ul style="list-style-type: none"> • Conduct health and safety inspections • Help providers correct failed inspections • Notify Idaho AEYC of inspection results • Respond to complaints regarding health, safety, child to staff ratios • Collect state license fee (when applicable) • Direct development of Idaho Child Care Management Manual • Collaborate with stakeholders
Idaho AEYC	<ul style="list-style-type: none"> • Determines need or eligibility for license and/or ICCP • Collects required documentation from providers for ICCP or licensure • Delivers orientation for providers • Delivers child care/child development training to providers • Refers providers to public health districts for health and safety inspections and license fee collection • Sends letter denying license or ICCP eligibility if health and safety inspections are failed
2-1-1 CareLine	<ul style="list-style-type: none"> • Takes initial inquiries from prospective providers for ICCP or licensure • Refers prospective providers to Idaho AEYC • Takes initial complaints regarding child care or child safety • Distributes complaint to appropriate agencies • Manages REMEDY data system for complaints
Idaho Department of Health and Welfare	<ul style="list-style-type: none"> • Manages contracts for program delivery • Monitors contracts • Leads changes to code and rules • Creates and mails licenses to providers • Performs criminal history and background checks • Suspends or revokes licenses as appropriate

Customer Service

The public health districts must provide quality interactions with prospective child care providers, owners and operators of established facilities, and other program stakeholders. The standards of quality in the area of customer service are:

1. Be prompt, helpful and courteous in responding to telephone, email, and in-person inquiries and requests for service.
2. Given the complexity of the child care program in Idaho, expect confusion on the part of some child care providers and prospective providers. Be prepared to provide a brief explanation of the public health districts' role and to refer customers to appropriate stakeholders.
3. Do your part to make this a well-coordinated program. Answer questions for which you are qualified and provide effective referrals.
4. Before making a referral, know that the receiving organization is the appropriate contact to serve the customer. If you do not know, make the call yourself and then respond back to the customer as soon as possible.

Quality Control Measures

The Administrator will provide tools and direction to the other public health districts to promote quality and consistency in program delivery. Specific measures led by the Administrator include:

Control Measure	Frequency	Intended Outcome
Public health districts review the quality assurance plan and verify its distribution	Annually, or more frequently if significant changes are made to the plan	Consistency in inspection timelines and interpretation of rules
Develop and maintain the Idaho Child Care Management Manual (done in coordination with a stakeholder group; typically includes representatives of the public health districts, IDHW, and IAEYC)	Initial revision of the current document complete by July 1, 2010; reviewed by stakeholder group annually; ongoing maintenance as needed	Consistency in all aspects of program delivery and coordination between key stakeholders (i.e., public health districts, IDHW, IAEYC)
Child Care Program Health and Safety Committee (continuation of former ICCP Health and Safety Committee)	Annually, or more frequently as needed	Coordination between all program stakeholders and establishment of guidelines that clarify Idaho Code and rules
Review and maintain the Child Care Manual (done in coordination with a stakeholder group)	Annually	Provide accurate health and safety information to assist child care providers
Administrator meetings with Idaho AEYC	Biannually	Promote effectiveness in referral and communication processes
Coordinate public health district roles in child care through the Environmental Health Directors' Workgroup	Meet at least twice per year; conduct conference calls as needed, typically six times per year	Provides clear and updated direction to Public Health District staff working the in child care program
Child Care Program Coordinators' conference calls or face-to-face meetings (public health districts)	Quarterly	Consistency in technical aspects of health and safety inspections, documentation, and complaint investigations
Environmental Health Directors (public health	Monthly	Ensures compliance with contract requirements for

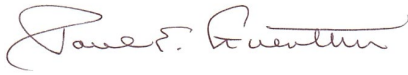
districts) certify that at least 10% of the district's child care files receive a quality assurance review by a method provided by or approved by the Administrator		inspection timelines and record completeness/accuracy.
Administrator review public health district records	Quarterly, in coordination with CERM Team contract monitoring	Review at least 10% of records submitted for CERM Team quarterly monitoring to evaluate effectiveness of all communication and collaboration activities
Develop monthly report tools (public health districts): monthly report form, invoice support worksheet, sample letters, etc.	Develop initially by April 1, 2010; update as needed	Consistency in monthly report data for health and safety inspections, complaint investigations, and billing
Review monthly report documents submitted by public health districts	Monthly	Accuracy in data reporting and billing; allows evaluation of contract compliance

Acceptance of this plan and verification of its distribution within the public health districts are represented by the signatures below:



Date: 4/14/2010

Representative, Public Health District 1



Date: 4/13/2010

Representative, Public Health District 2




Date: 4/8/2010

Representative, Public Health District 3



Date: 4/22/2010

Representative, Public Health District 4



Date: 4/20/2010

Representative, Public Health District 5



Date: 4/9/2010

Representative, Public Health District 6



Date: 4/7/2010

Representative, Public Health District 7

Appendix B

Safety Standards

TITLE 39
HEALTH AND SAFETY
CHAPTER 11
BASIC DAY CARE LICENSE

39-1109. SAFETY STANDARDS. (1) Daycare facilities, owners and operators shall comply with the following safety standards in the area of the daycare facility in which daycare is provided:

- (a) Adequate fire and smoke alarms;
- (b) A functional telephone located on the daycare premises during the hours of operation;
- (c) Adequate fire extinguishers;
- (d) Adequate exits;
- (e) Firearms or other weapons which are stored on the premises of a daycare facility must be kept in a locked container that is inaccessible to children while daycare attendees are present;
- (f) Pools, hot tubs, ponds and other bodies of water that are on the daycare facility premises must provide the following safeguards:
 - (i) The area surrounding the body of water must be fenced and locked in a manner that prevents access by children and meets the following requirements:
 - 1. The fence must be at least four (4) feet high with no vertical opening more than four (4) inches wide, be designed so that a young child cannot climb or squeeze under or through the fence, surround all sides of the pool and have a gate that is self-closing and that has a self-latching mechanism in proper working order out of the reach of young children;
 - 2. If the house forms one (1) side of the barrier for the pool, all doors that provide unrestricted access to the pool must have alarms that produce an audible sound when the door is opened;
 - 3. Furniture or other large objects must not be left near the fence in a manner that would enable a child to climb on the furniture or other large object and gain access to the pool; and
 - (ii) If the area surrounding a pool, hot tub, pond or other body of water is not fenced and locked, there must be a secured protective covering that will not allow access by a child;
 - (iii) Wading pools must be empty when not in use;
 - (iv) Children must be under direct supervision of at least one (1) adult employee while using a pool, hot tub, pond or other body of water; and
 - (v) A minimum of a four (4) foot high fence must be present that prevents access from the daycare facility premises if the daycare premises are adjacent to a body of water; and
- (g) The owner or operator of a daycare facility shall ensure that at all times when a child or children are present, at least one (1) adult employee on the premises has current certification in pediatric rescue breathing and first-aid treatment from a certified instructor.

(2) No fire standards developed pursuant to this chapter shall be more stringent than the standards contained in the International Fire Code, as adopted by Idaho.

(3) At least one (1) adult employee must be present at all times when a child or children are in attendance.

(4) (a) The maximum allowable child:staff ratio shall be a maximum of twelve (12) points per staff member using the following point system:

- (i) Each child in attendance under the age of twenty-four (24) months shall equal two (2) points.
- (ii) Each child in attendance from twenty-four (24) months to under thirty-six (36) months of age shall equal one and one-half (1 1/2) points.
- (iii) Each child in attendance from thirty-six (36) months to under five (5) years of age shall equal one (1) point.
- (iv) Each child in attendance from five (5) years to under thirteen (13) years of age shall equal one-half (1/2) point.

(b) Each child in attendance shall be counted by the department for purposes of calculating maximum allowable points, counting the number of children in attendance and for determining compliance with child:staff ratios.

History:

[39-1109, added 1987, ch. 56, sec. 1, p. 95; am. 1997, ch. 164, sec. 1, p. 474; am. 2002, ch. 86, sec. 3, p. 197; am. 2009, ch. 295, sec. 9, p. 876; am. 2011, ch. 274, sec. 3, p. 745.]

Appendix C

Health Standards

TITLE 39
HEALTH AND SAFETY
CHAPTER 11
BASIC DAY CARE LICENSE

39-1110. HEALTH STANDARDS. Daycare facilities shall comply with the following health standards:

(1) Food for use in daycare facilities shall be prepared and served in a sanitary manner with sanitized utensils and on surfaces that have been cleaned, rinsed and sanitized prior to use to prevent contamination;

(2) All food that is to be served in daycare facilities shall be stored in such a manner that it is protected from potential contamination;

(3) Diaper changing shall be conducted in such a manner as to prevent the spread of communicable diseases;

(4) Sleeping and play areas, restrooms and fixtures shall be maintained in a safe, sanitary condition;

(5) Children and facility personnel shall be provided with individual or disposable towels for handwashing and the handwashing area shall be equipped with soap and hot and cold running water;

(6) The water supply, where the source is other than a public water system, must be approved in accordance with the rules adopted by the department;

(7) Medicines, cleaning supplies and other hazardous substances must be stored out of reach of children;

(8) Smoking or alcohol consumption is prohibited on the premises of a daycare facility during the daycare facility's hours of operation; and

(9) Representatives of health and safety inspectors shall not be denied access to a daycare facility during hours of operation for purposes of control of communicable disease or inspection.

History:

[39-1110, added 1987, ch. 56, sec. 1, p. 95; am. 1994, ch. 147, sec. 1, p. 335; am. 2009, ch. 295, sec. 10, p. 878.]

Idaho Statutes and Constitutions are current through the 2019 Legislative Session.

The Idaho Code is the property of the state of Idaho and is made available on the Internet as a public service. Any person who reproduces or distributes the Idaho Code for commercial purposes is in violation of the provisions of Idaho law and shall be deemed to be an infringer of the state of Idaho's copyright.

Appendix D

CPSC Recalled Products Information Resource

CPSC Recalled Products Information Resource

Other resources identifying product hazards are: <https://kidsindanger.org/product-hazards/>

The most current list of products that have been recalled can be found at the Consumer Product Safety Commission web site that is identified below.

CONSUMER PRODUCT SAFETY COMMISSION

**RECALLED PRODUCTS LIST
CHILD CARE FACILITY SURVEY**

**TOLL FREE HOTLINE 1-800-638-2772
www.cpsc.gov**



CHECK YOUR CHILD CARE CENTER: INSIDE & OUT

PLAYGROUNDS

LOOK FOR SAFE SURFACING ON INDOOR AND OUTDOOR PLAYGROUNDS—This protects against head injuries from falls.

WINDOW COVERING CORDS

CHECK THAT WINDOW COVERING CORDS HAVE NO LOOPED CORDS OR CHAINS—This helps prevent strangulation.

CRIBS

PUT BABIES TO SLEEP ON THEIR BACKS IN CRIBS WITH FIRM, FLAT MATTRESSES; NO SOFT BEDDING; NO MISSING AND BROKEN PARTS.

RECALLED PRODUCTS

CHECK THE HIGHCHAIRS, BABY WALKERS, INFANT SWINGS AND OTHER CHILDREN'S PRODUCTS TO SEE IF THEY HAVE BEEN RECALLED.

For more child care center safety tips, go to CPSC's Web site at www.cpsc.gov, www.recalls.gov and New Parents Network Web site www.npn.org.

NEW PARENTS NETWORK®
A non-profit organization founded in 1998



U.S. Consumer Product Safety Commission
CPSC hotline: 800-638-2772
and 800-638-8270 (TTY)



Sign up to receive free NSN safety alerts and posters at

www.cpsc.gov

NSN-00-5

Appendix E

Department of Health and Welfare Contract

STATE OF IDAHO
Department of Health and Welfare Contract

CONTRACT NO. W0088900

CONTRACTOR'S FEDERAL I.D. NO. 826000952AL

CONTRACT NAME: HEALTH DISTRICT IV CENTRAL

CFDA NUMBER AND TITLE: 83.575 Child Care and Development Block Grant

This Contract is entered into by the State of Idaho, Department of Health and Welfare, hereinafter referred to as the **DEPARTMENT**, and **HEALTH DISTRICT IV CENTRAL**, hereinafter referred to as the **CONTRACTOR**. This contract is anticipated to be effective as of **07/01/2018** and will expire on **06/30/2022**. As outlined in Paragraph II of the Contract Terms and Conditions, this Contract will not be effective until signed by all parties.

WITNESSETH: The **DEPARTMENT** enters into this Contract pursuant to authority granted to it in Title 56, Chapter 10, Idaho Code. The **CONTRACTOR** agrees to undertake performance of this Contract under the terms and conditions set forth herein.

The Contractor agrees to provide, and the Department agrees to accept the services detailed in the Scope of Work and generally described as follows:

Conduct statewide health and safety inspections of child care providers for the Idaho Child Care Program (ICCP) and state licensing; manage complaints associated with services provided.

The following Attachments are hereby incorporated and made a part of this Agreement:

General Terms and Conditions
Scope of Work
Performance Metrics
Cost/Billing Procedure
Reports

TOTAL CONTRACT AMOUNT: \$550,000.00

SUB OBJECT: 518900-OTHER PROFESSIONAL SERVICES
PROGRAM COST ACCOUNT (PCA) 31823 - HEALTH DISTRICT H&S CONTRACTS

CONTRACT MONITOR: CERM Team

CONTRACT MANAGER: Ericka Rupp

General Terms and Conditions

- I. DEFINITIONS. As used in the Contract, the following terms shall have the meanings set forth below:
 - A. Contract shall mean the Contract Cover Sheet, these General Terms and Conditions, and all Attachments identified on the Contract Cover Sheet. The Contract shall also include any negotiated and executed amendment to the Contract or any task order negotiated, executed, and implemented pursuant to provisions of the Contract.
 - B. Contract Manager shall mean that person appointed by the Department to administer the Contract on behalf of the Department. "Contract Manager" includes, except as otherwise provided in the Contract, an authorized representative of the Contract Manager acting within the scope of his or her authority. The Department may change the designated Contract Manager from time to time by providing notice to the Contractor as provided in the Contract.
 - C. Contractor shall mean that individual, partnership, corporation, or other entity who executes the Contract or performs services under the Contract. The Contractor shall include any subcontractor retained by the Contractor as permitted under the terms of the Contract.
 - D. Department shall mean the State of Idaho, Department of Health and Welfare, its divisions, sections, offices, units, or other subdivisions, and its officers, employees, and agents.
- II. CONTRACT EFFECTIVENESS. It is understood that this Contract or any Amendment is effective when it is signed by all parties, or at a later date if specified in the Contract or Amendment. The Contractor shall not render services to the Department until the Contract or Amendment has become effective. The Department will not pay for any services rendered prior to the effective date of the Contract or Amendment.
- III. RENEWAL. The Department reserves the right to extend this contract for additional periods, not to exceed a total of four (4) years, provided the Contractor has demonstrated satisfactory performance in the previous year. Any extension or amendment of this contract shall be in writing, signed by both parties.
- IV. INDEPENDENT CONTRACTOR STATUS.
 - A. Status The Contractor's status under the Contract shall be that of an independent contractor and not that of an agent or employee of the Department. The Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items.
- V. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not subcontract or assign the Contract without the prior written approval of the Department. The Department will not approve subcontracts unless such subcontracts contain all federal and state requirements and such conditions and provisions as the Department may, in its sole judgment, deem necessary. Notwithstanding the Department's approval of any subcontract, the Contractor shall be solely responsible for the satisfactory performance of all subcontractors and subcontracted services and for the compensation of all subcontractors. The Contractor shall be and shall remain liable for all

damages to the Department caused by negligent performance or non-performance of the subcontracted services.

VI. RECORDS AND DATA

- A. Fiscal Records The Contractor shall maintain fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract.
- B. Records Maintenance The Contractor shall maintain all records and documents relevant to the Contract for three (3) years from the date of final payment to the Contractor. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the Contractor shall maintain records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later.
- C. Termination of Contract If the existence of the Contractor is terminated by bankruptcy or any other cause, all program and fiscal records related to the Contract in the Contractor's possession shall become the property of the Department and the Contractor shall immediately deliver such records to the Contract Manager.
- D. Records Review All records and documents relevant to the Contract, including but not limited to fiscal records, shall be available for and subject to inspection, review or audit, and copying by the Department and other personnel duly authorized by the Department, and by federal inspectors or auditors. The Contractor shall make its records available to such parties at all reasonable times, at either the Contractor's principal place of business or upon premises designated by the Department.
- E. Subcontracts The Contractor shall include the requirements of this section in all approved subcontracts and assignments.

VII. CONFIDENTIALITY. The Contractor shall comply with all applicable state and federal laws, rules, and regulations concerning confidentiality. The Department will furnish the Contractor with copies of applicable statutes, rules, and regulations upon receipt of a written request from the Contractor.

VIII. PUBLIC RECORDS. Pursuant to Idaho Code Title 74, Chapter 1, as amended during the term of the Contract, information or documents received from the Contractor may be open to public inspection and copying unless they are exempt from disclosure. The Contractor shall clearly designate individual documents as "exempt" and shall indicate the basis for such exemption. The Contractor shall indemnify and defend the Department for honoring such a designation. The Contractor's failure to designate as exempt any document that is released by the Department shall constitute a complete waiver of any and all claims for damages caused by any such release. If the Department receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

IX. CUSTOMER SERVICE

- A. Telephone Contractors who have direct contact with the public in fulfilling this contract shall have

their main, published telephone numbers answered by a person during normal business hours or if a voice mail directory is used to direct callers, the caller must have the option of speaking to a person. Voice mail for Contractor staff shall provide an option for the caller to obtain immediate assistance if necessary. The Contractor shall endeavor to return telephone calls the same day, and shall respond to phone calls and e-mails not later than forty-eight (48) hours or two (2) business days after the initial contact, whichever is later.

B. Correspondence The Contractor shall respond to written correspondence within ten (10) business days. The Contractor shall provide clear, understandable, timely and accurate written information to Department customers as required by this Contract.

C. Policies The Contractor shall treat Department staff and customers with respect and dignity, and shall demonstrate a caring attitude to all who ask for assistance. Contractors shall have a written customer service policy that describes how customer service will be incorporated into policies and training.

X. BINDING EFFECT OF FEDERAL PURCHASE OF SERVICE REGULATIONS AND STATE PLANS. The Contract is subject to the provisions of any relevant federal regulations and any relevant provisions of agreements between the State of Idaho and the United States, including but not limited to State Plans, in effect at the time the Contract is executed, or which thereafter become effective. Such regulations and agreements are on file in the Central Office of the Department and are available for inspection by the Contractor during regular business hours.

XI. FEDERAL AND STATE AUDIT EXCEPTIONS. If a federal or state audit indicates that payments to the Contractor fail to comply with applicable federal or state laws, rules or regulations, the Contractor shall refund and pay to the Department any compensation paid to the Contractor arising from such noncompliance, plus costs, including audit costs.

XII. COMPLIANCE WITH CERTAIN LAWS.

A. Nondiscrimination The Contractor shall provide all services funded through or affected by the Contract without discrimination on the basis of race, color, national origin, religion, sex, age, and physical or mental impairment, and shall comply with all relevant sections of the following: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination Act of 1975; and, The Americans with Disabilities Act of 1990. The Contractor shall comply with pertinent amendments to such laws made during the term of the Contract and with all federal and state rules and regulations implementing such laws.

B. HIPAA The Contractor acknowledges that it may have an obligation, independent of this contract, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, the Contractor shall comply with all amendments to the law and federal regulations made during the term of the Contract.

C. Lobbying

1. The Contractor certifies that none of the compensation under the Contract has been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee

of Congress or the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

2. If any funds, other than funds provided by the Contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the Contract, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and submit a copy of such form to the Department.
3. The Contractor shall require that the language of this certification be included in any subcontract, at all tiers, (including grants, subgrants, loans, and cooperative agreements) entered into as a result of the Contract, and that all sub-recipients shall certify and disclose as provided herein.
4. The Contractor acknowledges that a false certification may be cause for rejection or termination of the Contract, subject the Contractor to a civil penalty, under 31 U.S.C. Section 1352, of not less than \$10,000.00 and not more than \$100,000.00 for each such false statement, and that the Contractor's execution of the Contract is a material representation of fact upon which the Department relied in entering the Contract.

D. Qualification The Contractor certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the terms of the Contract by a government entity (federal, state or local);
2. Have not, within a three (3) year period preceding the Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding the Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
5. The Contractor acknowledges that a false statement of this certification may be cause for rejection or termination of the Contract and subject the Contractor, under 18 U.S.C. Section 1001, to a fine of up to \$10,000.00 or imprisonment for up to five (5) years, or both.

E. Illegal Aliens The Contractor warrants that the contract is subject to Executive Order 2009-10

(http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and or termination of its contract.

- F. Single Audit Act The Contractor acknowledges that it may have an obligation; independent of this contract, to comply with the terms of the "Single Audit Act" of 1984. Funds provided under the Contract may be used to pay for compliance with this act in proportion to other funding sources available to the Contractor for the services provided pursuant to the Contract.
- G. Local Contribution To Funding If funding for the Contract is tied to a local contribution or match: (1) The Contractor certifies that none of the local contribution or match funds are federal funds, are derived from or are in lieu of federal funds, and none of said funds have been used, or have been substituted for funds used, to earn other federal funds. (2) The Contractor further certifies that any costs incurred by the Contractor prior to the Contract will not be allowable to or included as a cost of any other state or federally financed program in either the current period or any prior period.

XIII. CONFLICT OF INTEREST.

- A. Public Official No official or employee of the Department and no other public official of the State of Idaho or the United States government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to the termination of the Contract, voluntarily acquire any personal interest, direct or indirect, in the Contract or proposed Contract.
- B. Contractor The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of the Contract, no person who has any such known interests shall be employed.

XIV. LICENSES. For the duration of the Contract, the Contractor shall maintain in effect, and have in its possession, all licenses required by federal, state and local laws, rules and regulations, including, but not limited to business and professional licenses.

XV. REMEDIES.

- A. Remedial Action If any of the Contractor's responsibilities do not conform to Contract requirements, the Department shall consult with the Contractor and may at its sole discretion require any of the following remedial actions, taking into account the nature of the deficiency: (1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; (2) reduce payment to reflect the reduced value of services received; (3) require the Contractor to subcontract all or part of the service at no additional cost to the Department; or (4) terminate the Contract.

- B. Termination for Convenience The Department or the Contractor may cancel the Contract at any time, with or without cause, upon thirty (30) calendar days written notice to the other party specifying the date of termination.
- C. Termination for Cause Either party may terminate the Contract immediately upon written notice, or upon such notice as such party, in its sole discretion, deems appropriate, if at any time: (a) the other party is in material breach of any warranty, term, condition, covenant or obligation under the Contract; (b) judicial interpretation of federal or state laws, regulations, or rules renders fulfillment of the Contract infeasible or impossible; (c) the Contractor's license or certification required by law is suspended, not renewed, or is otherwise not in effect at the time service is provided; or (d) the Contractor fails to comply with any applicable law, regulation, or rule.
- D. Effect of Termination Upon termination by the Department, the Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to the Department any property provided by the Department pursuant to the Contract; and, (c) deliver or otherwise make available to the Department all data, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing the Contract, whether completed or in process. Upon termination by the Department, the Department may take over the services and may award another party a contract to complete the services contemplated by the Contract. Upon termination for cause, the Department shall be entitled to reimbursement from the Contractor for losses incurred as a result of the Contractor's breach.
- E. Survival of Terms Any termination, cancellation, or expiration of the Contract notwithstanding, provisions which are intended to survive and continue shall survive and continue, including, but not limited to, the provisions of Sections IV (Independent Contractor Status), VI (Records and Data), XI (Federal and State Audit Exceptions), and XII (Compliance with Certain Laws).

XVI. MISCELLANEOUS.

- A. Disposition of Property At the termination of the Contract, the Contractor shall comply with relevant federal and state laws, rules and regulations and, as applicable, 2 CFR §§ 200.310-316 concerning the disposition of property purchased wholly or in part with funds provided under the Contract.
- B. Governing Law The Contract shall be governed by and construed under the laws of the State of Idaho.
- C. Officials Not Personally Liable In no event shall any official, office, employee or agent of the State of Idaho or of the Department be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, the Contract, express or implied.
- D. Time of Performance Time is of the essence with respect to the obligations to be performed under the Contract; therefore, the parties shall strictly comply with all times for performance.
- E. Notices Any notice given in connection with the Contract shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the

address stated below. Either party may change its address by giving notice of the change in accordance with this section.

- F. Attorney Fees In the event of a legal proceeding of any kind instituted under the Contract or instituted to obtain performance or to remedy a default under the Contract, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred in connection therewith.

- G. Appropriation by Legislature Required The State is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments, or rescinds or requires any return or "give-back" of funds required for the State to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations.

- H. Nonwaiver of Breach The failure of the Department to require strict performance of any term or condition of the Contract, or to exercise any option herein, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by the Department.

- I. Complete Statement of Terms The Contract constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties. The Contract may not be released, discharged, changed, extended, modified, subcontracted or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the Department, except to the extent provided by an instrument in writing signed by a duly authorized representative of the Department and the Contractor.

- J. Priority of Contract Documents The Contract consists of and precedence is established by the order of the following documents incorporated into this Contract: 1) the Attachments identified on the Contract Cover Sheet; 2) these General Terms and Conditions; and, 3) the Contract Cover Sheet. These documents are complementary and what is required by one shall be binding as if required by all. In the case of any conflict or inconsistency arising under the documents, a higher priority document shall supersede a lower priority document to the extent necessary to resolve any such conflict or inconsistency. No conflict or inconsistency shall be deemed to occur in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents. No conflict or inconsistency shall be deemed to occur in the event an issue addressed in one of the above mentioned documents is an additional or supplemental requirement to an issue addressed in another of such documents.

- K. Severability If any term or provision of the Contract is held by the court to be illegal or unenforceable, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

- L. Headings The captions and headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of the Contract.

IN WITNESS WHEREOF, the parties have executed this agreement.

CONTRACTOR:

HEALTH DISTRICT IV CENTRAL

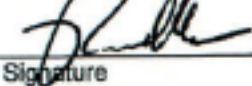
Name of Organization

Russell A. Duke

Name of Signature Authority (printed)

District Director

Title



Signature

6/19/18

Date

Mailing Address:

707 N. Armstrong Pl.
Boise ID 83704

Email Address

208-375-5211

Telephone No.

Contract Number: WC089900

STATE OF IDAHO:

Department of Health and Welfare

Name of Organization

Jill Ballard, Division of Operational Services

Name of Signature Authority (printed)

Bureau Chief, Division of Operational Services

Title


Signature

6/19/18

Date

Mailing Address:

P.O. Box 83720

Boise, ID 83720-0036

Telephone No.

**STATE OF IDAHO
Contract Amendment**

CONTRACT NO.: WC089900

CONTRACT AMENDMENT NO.: 1

CONTRACTOR'S FEDERAL I.D.NO.: 826000952AL

CFDA NUMBER AND TITLE: 93.575 Child Care and Development Block Grant

This Contract Amendment is entered into by the State of Idaho, Department of Health and Welfare, hereinafter referred to as the **DEPARTMENT**, and **HEALTH DISTRICT IV CENTRAL**, hereinafter referred to as the **CONTRACTOR**. The effective date of the original contract was 07/01/2018. The expiration date of the contract as amended is 06/30/2022.

ADDITIONAL SERVICES/PROVISIONS/DELIVERABLES:

Add funding, amend SOW, Performance Metrics and Reports.

The following amended Attachments are hereby incorporated and made a part of this Agreement:

Scope of Work
Performance Metrics
Cost/Billing Procedure
Reports

AMENDMENT AMOUNT \$550,000.00

CONTRACT MONITOR: CERM Team

CONTRACT MANAGER: Ericka Rupp

THIS AGREEMENT is an amendment of the original contract between the Contractor and the Department.

WHEREAS, the Department desires to amend the original contract and;

WHEREAS, the Department is legally authorized to enter into this agreement by power granted by Title 56, Chapter 10, of the Idaho Code; and

WHEREAS, the Contractor has been determined qualified and available to continue the provision of services for the time period covered by this Agreement; and

The parties hereby agree that all other provisions of the original contract, with the exception of the amendments as provided herein, shall remain in force during the period covered by this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

CONTRACTOR:

HEALTH DISTRICT IV CENTRAL
Name of Organization

Russell A. Duke
Name of Signature Authority (printed)

District Director
Title


Signature

6/17/19
Date

Mailing Address:

707 N. Armstrong Pl.
Boise ID 83704

Email Address

208-375-5211

Telephone No.


Contract Number: WC089900

STATE OF IDAHO:

Department of Health and Welfare
Name of Organization

Valarie Carlson, Division of Operational Services
Name of Signature Authority (printed)

Grants/Contracts Management Supervisor
Title


Signature

6/18/19
Date

Mailing Address:

P.O. Box 83720
Boise, ID 83720-0036

208-334-5831
Telephone No.

Scope of Work

I. General Requirements

- A. The purpose of this contract is to help ensure that all children in child care settings are in a healthy and safe environment while receiving child care.
- B. The Contractor shall utilize operating standards that deliver consistent statewide services, equitable distribution of resources, and comparable elements of measurement.
- C. The Contractor shall establish collaborative relationships, and coordinated services with the Department's Resource and Referral/Professional Development Contractor, local cities and counties, and other Department stakeholders for the delivery of child care services required in this contract.
- D. The Contractor shall operate according to the requirements of the contract and the guidelines of the Idaho Child Care Management Manual for all sections of the contract. This manual, developed and agreed to by all applicable stakeholders, identifies standardized processes and procedures to ensure consistent statewide service delivery.
- E. Child Care Health and Safety Inspectors must be, at minimum, the equivalent of an Environmental Health Specialist I, and shall meet professional licensure, certification, or be eligible for licensure, if required, in order to conduct specified child care health and safety inspections. Inspectors must receive training in related health and safety requirements appropriate to provider settings and age of children served.
- F. The Contractor shall maintain a sufficient inspector to provider ratio to ensure timeliness of all inspections per contract requirements.
- G. The Contractor may utilize Department approved subcontractors to provide the services required by this contract.

II. Community Representation and Communication

- A. The Contractor shall:
 - 1. Establish a collaborative relationship and coordinated services with the Department or its designee.
 - 2. Partner with the Department's contractor for the Child Care Development Block Grant to ensure open communication and a thorough understanding of health and safety inspection requirements.
 - 3. Have information available to providers on where to get information about applying for a state daycare license and or becoming an Idaho Child Care Program (ICCP) provider.
 - 4. Participate in fair hearings as requested by the Department.
 - 5. Collaborate with the Department to resolve issues/conflicts with local (city or county) child care ordinances.

III. Collection of Provider Licensing Fees

- A. The Contractor shall:
 - 1. Contact providers within three (3) business days of referral from the Department or its

designee to notify them of the requirements related to licensing fees and a health and safety inspection.

2. Make at least three (3) attempts to contact the provider to collect the licensing fee. The final attempt shall be in writing and shall detail that failure to pay the fee will result in notification to the Department of the provider's failure to follow through.
3. Collect appropriate licensing fees from providers who have been referred by the Department.
4. Notify the Department or its designee of a provider's failure to pay licensing fee when said fee is not paid within thirty (30) calendar days of referral from the Department or its designee.

IV. Health and Safety Inspections

A. The Contractor shall:

1. Schedule and perform all inspections within thirty (30) calendar days of referral from the Department or its designee.
2. Conduct health and safety inspections for all new provider applications and unannounced renewal inspections for both ICCP and state day care licensing.
3. During inspections, verify that the daycare facility operator has an immunization record on file for each attending child. The inspector is to do an assessment of the immunization record to ensure the child is up to date with immunizations only when directed to do so by the Department as described in Section IV.A.7.
4. Conduct unannounced health and safety inspections on those providers identified by the Department or Health Districts. The Health Districts may conduct unannounced visits at their own discretion. They are allocated a maximum of eighty-four (84) such visits and may not exceed more than eighty-four (84) during the contract period. The Department may identify and request additional unannounced visits that will not count toward the limit of eighty-four (84) visits that are subject to the Health Districts discretion.
5. Notify the Department or its designee of the results of a provider's health and safety inspection within three (3) business days of the completion of the inspection.
6. Conduct renewal inspections for state licensed and ICCP Providers.
 - a. The Department will only pay for one (1) renewal inspection per year for providers who are both state licensed and an ICCP provider.
 - b. Conduct follow-up inspections when necessary, as determined by the Contractor, as part of an unsatisfactory inspection. The Department will not pay for follow-up inspections.
 - c. Introduce and provide information to providers on the "Kids in Danger" Program.
7. Conduct random immunization assessments, of approximately five hundred (500) facilities, to include a review of the month, day and year of each immunization a child received to ensure the child is current with the recommendations for childhood immunizations. These assessments must be conducted by a professional who has detailed knowledge and has received training in immunization requirements for children. The process for the random selection and the final number of facilities whose records will be assessed shall be proposed by the Contractor and agreed upon by the Department.

8. Provide a notice of violation and require a corrective action plan, improvement plan or other plan as applicable for providers who fail the health and safety inspection and communicate with the Department or its designee regarding the steps taken to monitor provider's progress.

V. Complaint Management

A. The Contractor shall:

1. Investigate all child care complaints referred by the Department within three (3) business days of receipt based on complaint priority.
 - a. Nature of complaints may include, but not be limited to, health and safety standards, child-staff ratio, group size, and other mutually agreed-upon issues.
 - b. The complainant's name must not be divulged during the course of the investigation.
 - c. The investigation may include further contact with the complainant; scheduled or unannounced visits to the facility; and other necessary collateral contacts.
2. Immediately notify the appropriate authorities if the investigation of a complaint raises concerns about child endangerment or other issues outside the purview of this contract.
3. Maintain records regarding the nature and results of all complaints.
4. Report the findings of each complaint to the Department within three (3) business days of resolution using the approved form and method.
5. Include a determination in the investigation reports that the complaint was substantiated or unsubstantiated or provide sufficient information to the Department to take further action; if necessary.
6. Develop, monitor and follow-up on notices of violation, improvement plans, corrective action plans, or others remedies in cooperation with providers who have substantiated complaints related to health and safety issues. Follow-up does not necessarily require a face-to-face visit.
7. If the complaint is substantiated and the Contractor feels that the provider cannot or will not make reasonable efforts to improve through a correction process, make a recommendation to the Department related to the revocation or suspension of a state license and or provider ICCP eligibility.

VI. Administrative Oversight

- A. In cooperation with the Department, the Contractor shall evaluate and revise the Idaho Child Care Management Manual on an on-going basis as appropriate. The manual must include the Contractor's customer service standards.
- B. The Contractor shall ensure the appropriate staff is available to the Department for scheduled monitoring reviews. The Contractor shall provide Department evaluators a place to work and access to all appropriate documentation. The Department will provide reasonable lead time to the Contractor to accommodate necessary reviews, monitoring, and inspections.
- C. The Contractor shall utilize, when necessary, the administrative procedures and appeal process for applicants denied assistance or protesting the services provided. Applicants denied services shall be provided a copy of the appeal process and the Department of Health and Welfare Fair Hearing Request Form, HW-0406.

- D. (AMD 1) The Contractor shall maintain a quality assurance plan that details their process for ensuring all subcontractors are in compliance with the requirements of this contract, including ensuring subcontractors are consistent across the state in implementing the requirements. This plan must be submitted for approval to the Department within thirty (30) calendar days of a signed contract and each time the plan is updated.
 - E. (AMD 1) Upon approval of the quality assurance plan, the Contractor shall monitor all subcontractors no less than semi-annually and submit monitoring results to the Department.
- VII. Records and Documentation
- A. The Contractor shall maintain accurate and well-organized files.
- VIII. Transition Plan
- A. The Contractor shall provide a transition plan to facilitate a smooth transition, of the contracted functions, from the Contractor, either back to the Department or to another Contractor designated by the Department within twenty (20) calendar days of request by the Department.

Performance Metrics

Health and Safety Inspections (AMD 1).

The Contractor shall schedule and perform all inspections within thirty (30) calendar days of referral from the Department or its designee, or the collection of the licensing fee from the provider, whichever is later (if a fee is required). (Scope of Work section IV and III.A.3)

Required Level of Expectation:

95%

Method of Monitoring:

(AMD 1) This element shall be monitored no less than annually based on the review of a randomly selected sample of Health & Safety Inspection records.

Strategy for Correcting Non-Compliance:

The Department will notify the Subgrantee in writing if the timeliness, completeness, or accuracy does not meet the Required Level of Expectation. The Department may meet with the Contractor to discuss the non-compliance issue. The Contractor shall have ten (10) business days after receipt of the written notification to submit a written response to the Department identifying how they will correct the findings. Continued non-compliance may result in termination of the contract.

Standard Statewide Provider Health & Safety Inspection Records and Process (AMD 1).

The Contractor shall operate according to the requirements of the contract and the guidelines of the Idaho Child Care Management Manual for all sections of the contract and investigate all child care complaints referred by the Department. (Scope of Work section I.D and section V)

Required Level of Expectation:

95%

Method of Monitoring:

(AMD 1) This element shall be monitored no less than annually based on a review of the records randomly selected for the Health and Safety Inspections Performance Metric.

Strategy for Correcting Non-Compliance:

The Department will notify the Subgrantee in writing if the timeliness, completeness, or accuracy does not meet the Required Level of Expectation. The Department may meet with the Contractor to discuss the non-compliance issue. The Contractor shall have ten (10) business days after receipt of the written notification to submit a written response to the Department identifying how they will correct the findings. Continued non-compliance may result in termination of the contract.

Administrative Oversight (AMD 1).

The Contractor shall provide Administrative Oversight as required. (Scope of Work section VI)

Required Level of Expectation:

95%

Method of Monitoring:

(AMD 1) This element shall be monitored no less than annually based on the review of subgrant reports related to the Contractor's performance and the review of invoices submitted by the Contractor and subcontractors.

Strategy for Correcting Non-Compliance:

The Department will notify the Subgrantee in writing if the timeliness, completeness, or accuracy does not meet the Required Level of Expectation. The Department may meet with the Contractor to discuss the non-compliance issue. The Contractor shall have ten (10) business days after receipt of the written notification to submit a written response to the Department identifying how they will correct the findings. Continued non-compliance may result in termination of the contract.

**Cost/Billing Procedure
Amendment 1**

Cost

This is a FIRM FIXED FEE, INDEFINITE QUANTITY/INDEFINITE DELIVERY contract with a COST REIMBURSEMENT component.

The Department will pay and the Contractor shall receive up to the total sum of **FIVE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$550,000.00)** for services satisfactorily performed and authorized under the contract as defined in the cost matrix and budget below.

**Cost Matrix
07/01/19 - 06/30/20**

Item	Unit	Cost/Unit
Health and Safety Inspection Services	Each	\$485.00
Total Fixed Fee Amount		\$425,000.00

**Project Budget
07/01/19 - 06/30/20**

Item	Not to Exceed
Administrative Oversight	\$75,000.00
Complaint Management Services	\$50,000.00
Total Reimbursement Budget	\$125,000.00
Total Amount 07/30/19 - 06/30/20	\$550,000.00

Inspection Services: The Contractor may bill for inspection services once the inspection has been completed. The Department will pay for additional unannounced inspections as detailed in Section IV.A.4. The Department will not pay for follow-up inspections.

If the Contractor collects a fee for the health and safety inspection from any other entity, they cannot bill the Department for any part of the health and safety inspection. Licensing fees collected by the Contractor are exempted.

The Department will only pay for one (1) renewal inspection per year for providers who are both state licensed and an ICCP provider.

The Department will not pay for more than two (2) health and safety inspections per year for ICCP providers. Any additional inspection fees for ICCP providers and state licensed providers will be the responsibility of the provider.

The total amount billed each month for health and safety inspections shall be reduced by the total amount of fees collected by all seven (7) health districts.

Administrative Oversight Services: The Contractor shall bill for actual costs up to one-twelfth (1/12) of the annual amount on a monthly basis.

Complaint Management Services: The Contractor shall bill for actual costs up to one-twelfth (1/12) of the annual amount on a monthly basis.

Billing Procedure:

The Contractor and the Department will develop and approve the invoice structure. The Contractor must submit a single invoice and all required reports, as described in the Report section, each month on or before twenty-fifth (25th) of each month. Failure to submit these documents by the twenty-fifth (25th) of the month may result in delayed payments. No payment will be made until all required reports are received by the Department.

The invoice shall include, but not be limited to:

1. The contract budget broken down by billing category.
2. All Contractor services delivered during the billing period, identified by line item as reflected in the contract grant phase budget.
3. The total grant phase budget expenditures to date.
4. The total grant phase budget remaining to date.
5. Total amount billed for the billing period.
6. Contract number.
7. Grant Phase.
8. Contractor's name, phone number, email address (if available); and name and contact information for the staff person who has authority to respond to inquiries related to the invoice.

Invoices and reports shall be sent electronically to:

CERMteam@dhw.idaho.gov

Any required hard-copy documents should be sent to:

Idaho Department of Health and Welfare
Attn: SR Contract Monitoring Team
450 West State Street – 2nd floor
Boise, ID 83702

Invoices and reports that are incorrect or incomplete will not be processed and will be returned to the Contractor for correction.

Reports

Report Description:

Revised Electronic State of Idaho Interagency Billing Report: Content must include the Number of Initial (New), Annual, and Complaint Investigation Inspections; a list of providers inspected identifying whether the inspection was initial, annual, or complaint investigation and including name, address, and phone number of provider. The billing report must also include a list of providers whose immunization records were reviewed.

Report Format:

As mutually agreed upon by all parties.

Report Due Date:

On the twenty-fifth (25th) calendar day of each following month.

Report Description:

(AMD 1) Administrative Oversight Report: 1) Identify Child Care related activities, 2) Identify Community meetings attended, 3) Identify Technical Assistance activities, 4) Attendance of Department approved trainings, 5) Subcontractor monitoring activities, and 6) Any new hire of inspectors and completion of Health and Safety Training appropriate to understanding provider settings and age of children.

Report Format:

As mutually agreed upon by all parties.

Report Due Date:

On the twenty-fifth (25th) calendar day of each following month.

Report Description:

Biannual (every other year) Legislative Audit: In those years in which a legislative audit is conducted, the Contractor shall notify the Department and provide the web address for accessing the report.

Report Format:

As mutually agreed upon by all parties.

Report Due Date:

On the twenty-fifth (25th) calendar day of each following month.

Report Description:

Yearly Selection Report - This report shall submit their process for random selection, facilities chosen and final number of facilities for immunization.

Report Format:

As mutually agreed upon by all parties.

Report Due Date:

Annually, by July 31st.

Report Description:

(AMD 1) Subcontractor Monitoring Report - The report shall contain the Contractor's semi-annual subcontractor monitoring.

Report Format:

(AMD 1) As mutually agreed upon by all parties.

Report Due Date:

(AMD 1) No less than twice per year, as mutually agreed upon by all parties.

THIS AGREEMENT is an amendment of the original contract between the Contractor and the Department.

WHEREAS, the Department desires to amend the original contract and;

WHEREAS, the Department is legally authorized to enter into this agreement by power granted by Title 56, Chapter 10, of the Idaho Code; and

WHEREAS, the Contractor has been determined qualified and available to continue the provision of services for the time period covered by this Agreement; and

The parties hereby agree that all other provisions of the original contract, with the exception of the amendments as provided herein, shall remain in force during the period covered by this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement.

CONTRACTOR:
HEALTH DISTRICT IV CENTRAL DISTRICT
HEALTH
Name of Organization
Russell A. Duke
Name of Signature Authority (printed)
District Director
Title

Signature
06/17/20
Date

Mailing Address:
707 N. Armstrong Pl.
Boise ID 83704

Email Address
208-375-5211
Telephone No.

Contract Number: WC089900

STATE OF IDAHO:
Department of Health and Welfare
Name of Organization
Andrea Magee, Division of Management
Services
Name of Signature Authority (printed)
Grants/Contracts Officer
Title

Signature
06/18/20
Date

Mailing Address:
P.O. Box 83720
Boise, ID 83720-0036

208-334-5831
Telephone No.

Scope of Work

- I. General Requirements
 - A. The purpose of this contract is to help ensure that all children in child care settings are in a healthy and safe environment while receiving child care.
 - B. The Contractor shall utilize operating standards that deliver consistent statewide services, equitable distribution of resources, and comparable elements of measurement.
 - C. The Contractor shall establish collaborative relationships, and coordinated services with the Department's Resource and Referral/Professional Development Contractor, local cities and counties, and other Department stakeholders for the delivery of child care services required in this contract.
 - D. The Contractor shall operate according to the requirements of the contract and the guidelines of the Idaho Child Care Management Manual for all sections of the contract. This manual, developed and agreed to by all applicable stakeholders, identifies standardized processes and procedures to ensure consistent statewide service delivery.
 - E. Child Care Health and Safety Inspectors must be, at minimum, the equivalent of an Environmental Health Specialist I, and shall meet professional licensure, certification, or be eligible for licensure, if required, in order to conduct specified child care health and safety inspections. Inspectors must receive training in related health and safety requirements appropriate to provider settings and age of children served.
 - F. The Contractor shall maintain a sufficient inspector to provider ratio to ensure timeliness of all inspections per contract requirements.
 - G. The Contractor may utilize Department approved subcontractors to provide the services required by this contract.
- II. Community Representation and Communication
 - A. The Contractor shall:
 1. Establish a collaborative relationship and coordinated services with the Department or its designee.
 2. Partner with the Department's contractor for the Child Care Development Block Grant to ensure open communication and a thorough understanding of health and safety inspection requirements.
 3. Have information available to providers on where to get information about applying for a state daycare license and or becoming an Idaho Child Care Program (ICCP) provider.
 4. Participate in fair hearings as requested by the Department.
 5. Collaborate with the Department to resolve issues/conflicts with local (city or county) child care ordinances.
- III. Collection of Provider Licensing Fees
 - A. The Contractor shall:
 1. Contact providers within three (3) business days of referral from the Department or its

designee to notify them of the requirements related to licensing fees and a health and safety inspection.

2. Make at least three (3) attempts to contact the provider to collect the licensing fee. The final attempt shall be in writing and shall detail that failure to pay the fee will result in notification to the Department of the provider's failure to follow through.
3. Collect appropriate licensing fees from providers who have been referred by the Department.
4. Notify the Department or its designee of a provider's failure to pay licensing fee when said fee is not paid within thirty (30) calendar days of referral from the Department or its designee.

IV. Health and Safety Inspections

A. The Contractor shall:

1. Schedule and perform all inspections within thirty (30) calendar days of referral from the Department or its designee.
2. (AMD 2) Conduct health and safety inspections and in-home trainings for all new provider applications and unannounced renewal inspections for both ICCP and state day care licensing.
3. During inspections, verify that the daycare facility operator has an immunization record on file for each attending child. The inspector is to do an assessment of the immunization record to ensure the child is up to date with immunizations only when directed to do so by the Department as described in Section IV.A.7.
4. Conduct unannounced health and safety inspections on those providers identified by the Department or Health Districts. The Health Districts may conduct unannounced visits at their own discretion. They are allocated a maximum of eighty-four (84) such visits and may not exceed more than eighty-four (84) during the contract period. The Department may identify and request additional unannounced visits that will not count toward the limit of eighty-four (84) visits that are subject to the Health Districts discretion.
5. Notify the Department or its designee of the results of a provider's health and safety inspection within three (3) business days of the completion of the inspection.
6. Conduct renewal inspections for state licensed and ICCP Providers.
 - a. The Department will only pay for one (1) renewal inspection per year for providers who are both state licensed and an ICCP provider.
 - b. (AMD 2) Conduct follow-up inspections when necessary, as determined by the Contractor, as part of an unsatisfactory inspection and provide results back to the Department. The Department will not pay for follow-up inspections.
 - c. (AMD 2) Introduce and provide awareness of the Consumer Product Safety Commission's safety programs and recalls.
7. Conduct random immunization assessments, of approximately five hundred (500) facilities, to include a review of the month, day and year of each immunization a child received to ensure the child is current with the recommendations for childhood immunizations. These assessments must be conducted by a professional who has detailed knowledge and has received training in immunization requirements for children. The process for the random selection and the final number of facilities whose records will

be assessed shall be proposed by the Contractor and agreed upon by the Department.

8. Provide a notice of violation and require a corrective action plan, improvement plan or other plan as applicable for providers who fail the health and safety inspection and communicate with the Department or its designee regarding the steps taken to monitor provider's progress.

V. Complaint Management

A. The Contractor shall:

1. Investigate all child care complaints referred by the Department within three (3) business days of receipt based on complaint priority.
 - a. Nature of complaints may include, but not be limited to, health and safety standards, child-staff ratio, group size, and other mutually agreed-upon issues.
 - b. The complainant's name must not be divulged during the course of the investigation.
 - c. The investigation may include further contact with the complainant; scheduled or unannounced visits to the facility; and other necessary collateral contacts.
2. Immediately notify the appropriate authorities if the investigation of a complaint raises concerns about child endangerment or other issues outside the purview of this contract.
3. Maintain records regarding the nature and results of all complaints.
4. Report the findings of each complaint to the Department within three (3) business days of resolution using the approved form and method.
5. Include a determination in the investigation reports that the complaint was substantiated or unsubstantiated or provide sufficient information to the Department to take further action; if necessary.
6. Develop, monitor and follow-up on notices of violation, improvement plans, corrective action plans, or others remedies in cooperation with providers who have substantiated complaints related to health and safety issues. Follow-up does not necessarily require a face-to-face visit.
7. If the complaint is substantiated and the Contractor feels that the provider cannot or will not make reasonable efforts to improve through a correction process, make a recommendation to the Department related to the revocation or suspension of a state license and or provider ICCP eligibility.

VI. Administrative Oversight

- A. In cooperation with the Department, the Contractor shall evaluate and revise the Idaho Child Care Management Manual on an on-going basis as appropriate. The manual must include the Contractor's customer service standards.
- B. The Contractor shall ensure the appropriate staff is available to the Department for scheduled monitoring reviews. The Contractor shall provide Department evaluators a place to work and access to all appropriate documentation. The Department will provide reasonable lead time to the Contractor to accommodate necessary reviews, monitoring, and inspections.
- C. The Contractor shall utilize, when necessary, the administrative procedures and appeal process for applicants denied assistance or protesting the services provided. Applicants

denied services shall be provided a copy of the appeal process and the Department of Health and Welfare Fair Hearing Request Form, HW-0406.

D. The Contractor shall maintain a quality assurance plan that details their process for ensuring all subcontractors are in compliance with the requirements of this contract, including ensuring subcontractors are consistent across the state in implementing the requirements. This plan must be submitted for approval to the Department within thirty (30) calendar days of a signed contract and each time the plan is updated.

E. Upon approval of the quality assurance plan, the Contractor shall monitor all subcontractors no less than semi-annually and submit monitoring results to the Department.

VII. Records and Documentation

A. The Contractor shall maintain accurate and well-organized files.

VIII. Transition Plan

A. The Contractor shall provide a transition plan to facilitate a smooth transition, of the contracted functions, from the Contractor, either back to the Department or to another Contractor designated by the Department within twenty (20) calendar days of request by the Department.

Performance Metrics

Health and Safety Inspections.

(AMD 2) The Contractor shall schedule and perform all inspections and in-home trainings within thirty (30) calendar days of referral from the Department or its designee, or the collection of the licensing fee from the provider, whichever is later (if a fee is required). (Scope of Work section IV and III.A.3)

Required Level of Expectation:

95%

Method of Monitoring:

This element shall be monitored no less than annually based on the review of a randomly selected sample of Health & Safety Inspection records.

Strategy for Correcting Non-Compliance:

The Department will notify the Subgrantee in writing if the timeliness, completeness, or accuracy does not meet the Required Level of Expectation. The Department may meet with the Contractor to discuss the non-compliance issue. The Contractor shall have ten (10) business days after receipt of the written notification to submit a written response to the Department identifying how they will correct the findings. Continued non-compliance may result in termination of the contract.

Standard Statewide Provider Health & Safety Inspection Records and Process.

The Contractor shall operate according to the requirements of the contract and the guidelines of the Idaho Child Care Management Manual for all sections of the contract and investigate all child care complaints referred by the Department. (Scope of Work section I.D and section V)

Required Level of Expectation:

95%

Method of Monitoring:

This element shall be monitored no less than annually based on a review of the records randomly selected for the Health and Safety Inspections Performance Metric.

Strategy for Correcting Non-Compliance:

The Department will notify the Subgrantee in writing if the timeliness, completeness, or accuracy does not meet the Required Level of Expectation. The Department may meet with the Contractor to discuss the non-compliance issue. The Contractor shall have ten (10) business days after receipt of the written notification to submit a written response to the Department identifying how they will correct the findings. Continued non-compliance may result in termination of the contract.

Administrative Oversight.

The Contractor shall provide Administrative Oversight as required. (Scope of Work section VI)

Required Level of Expectation:

95%

Method of Monitoring:

This element shall be monitored no less than annually based on the review of subgrant reports related to the Contractor's performance and the review of invoices submitted by the Contractor and subcontractors.

Strategy for Correcting Non-Compliance:

The Department will notify the Subgrantee in writing if the timeliness, completeness, or accuracy does not meet the Required Level of Expectation. The Department may meet with the Contractor to discuss the non-compliance issue. The Contractor shall have ten (10) business days after receipt of the written notification to submit a written response to the Department identifying how they will correct the findings. Continued non-compliance may result in termination of the contract.

**Cost/Billing Procedure
Amendment 2**

Cost

This is a FIRM FIXED FEE, INDEFINITE QUANTITY/INDEFINITE DELIVERY contract with a COST REIMBURSEMENT component.

(AMD 2) The Department will pay up to the total amount for services satisfactorily performed and authorized under the contract as defined in the cost matrix and budget below.

**Cost Matrix
(AMD 2) 07/01/20 - 06/30/21**

Item	Unit	Cost/Unit
Health and Safety Inspection Services	Each	\$485.00
Total Fixed Fee Amount		\$425,000.00

**Project Budget
(AMD 2) 07/01/20 - 06/30/21**

Item	Not to Exceed
Administrative Oversight	\$75,000.00
Complaint Management Services	\$50,000.00
Total Reimbursement Budget	\$125,000.00

Total Amount 07/30/20 - 06/30/21	\$550,000.00
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Inspection Services: The Contractor may bill for inspection services once the inspection has been completed. The Department will pay for additional unannounced inspections as detailed in Section IV.A.4. The Department will not pay for follow-up inspections.

If the Contractor collects a fee for the health and safety inspection from any other entity, they cannot bill the Department for any part of the health and safety inspection. Licensing fees collected by the Contractor are exempted.

The Department will only pay for one (1) renewal inspection per year for providers who are both state licensed and an ICCP provider.

The total amount billed each month for health and safety inspections shall be reduced by the total amount of fees collected by all seven (7) health districts.

Administrative Oversight Services: The Contractor shall bill for actual costs up to one-twelfth (1/12) of the annual amount on a monthly basis.

Complaint Management Services: The Contractor shall bill for actual costs up to one-twelfth (1/12) of the annual amount on a monthly basis.

Billing Procedure:

The Contractor and the Department will develop and approve the invoice structure. The Contractor must submit a single invoice and all required reports, as described in the Report section, each month on or before twenty-fifth (25th) of each month. Failure to submit these documents by the twenty-fifth (25th) of the month may result in delayed payments. No payment will be made until all required reports are received by the Department.

The invoice shall include, but not be limited to:

1. The contract budget broken down by billing category.
2. All Contractor services delivered during the billing period, identified by line item as reflected in the contract grant phase budget.
3. The total grant phase budget expenditures to date.
4. The total grant phase budget remaining to date.
5. Total amount billed for the billing period.
6. Contract number.
7. Grant Phase.
8. Contractor's name, phone number, email address (if available); and name and contact information for the staff person who has authority to respond to inquiries related to the invoice.

Invoices and reports shall be sent electronically to:

CERMteam@dhw.idaho.gov

Any required hard-copy documents should be sent to:

Idaho Department of Health and Welfare
Attn: SR Contract Monitoring Team
450 West State Street – 2nd floor
Boise, ID 83702

Invoices and reports that are incorrect or incomplete will not be processed and will be returned to the Contractor for correction.

Appendix F

Rules Governing the Idaho Child Care Program (ICCP)

Go to:

<https://adminrules.idaho.gov/rules/current/16/index.html> then scroll down to 16.06.12 Idaho Child Care Program rules

or

<https://adminrules.idaho.gov/rules/current/16/160612.pdf>

Appendix G

CPR and First Aid Training Centers

ASHI TRAINING CENTERS in IDAHO

Treasure Valley YMCA	1050 W State Street Boise	208-377-9622
Keyes to CPR	430 Main Street So. Twin Falls	208-404-2992
Minidoka Memorial Hospital	1224 8 th Street Rupert	208-436-0481
Teton Valley Hospital	120 E Howard Street Driggs	208-354-2383
H.A.S. Inc	PO Box 1429 Idaho Falls	208-529-3342
Heart Start	941 Wayne Ave Pocatello	208-234-0838
CPR Life Saver cprqueen@gmail.com	7267 E Hampshire Lane Nampa	208-939-8624
CPR Lifeline mike@wienhoffdrug.com	5125 N Glenwood Street Boise	208-376-5600
Eagle Rock Life Safety Services http://eaglerocklifesafetyservices.blogspot.com/2009/12/price-list_01.html	4078 E 356 N Rigby	208-351-1946
Fremont County Emergency Medical Services	2370 South Old Arbon Road Pocatello	208 624-7557
Front Line Training	151 W 1 st Street Anthony	208-847-5387
Fox Pro	10550 Bramblewood Drive Boise	208 599-1504
Gooding High School	1050 7th Ave W Gooding	208-934-4831
ALERT Inc. For the Real World	3106 North 11th Street Coeur d Alene	208-664-0839
CPR Community First Aid Preparation	3351 Ranero Drive Coeur D Alene	208 660-6627
American Lifeline	28778 Slade Road Caldwell	208-459-2713
CPR First	6078 E Hwy 36 Preston	208-852-1103

HEARTSAVER
Pediatric First Aid Centers

St. Joseph Regional Medical Center	415 6 th Street Lewiston ID 83501-2431	208 799-5417
Freedom Finders Training Center	32418 N Liumia Lane Athol ID 83801	208 640-6329
Guardian College Training Center	391 N Ancestor Place, Ste 100 Boise ID 83704-2500	208 321-4744
Gooding Memorial Hospital	1120 Montana Gooding ID 83330	208 934-4433
St. Luke's Magic Valley Medical Center	650 Addison Ave., West Twin Falls, ID 83303	208 737-2000
Boise Fire Department	1620 N Liberty Street Boise ID 83704-7739	208 378-8517
St. Alphonsus Regional Medical Center	1055 N Curtis Road Boise ID 83706-1309	208 367-2282
St Luke's Regional Medical Center	190 E Bannock Street Boise ID 83712-6241	208 381-1501
Idaho Center for Emergency Medical Training	1018 W Sanetta Street Nampa ID 83651	208-463-4880
Nampa Fire Department Training Center	1103 2 nd Street Nampa ID 83651	468-5780
Schultz Training Center	940 Fairbanks Pocatello ID 83201	208 226-4450
Benewah Community Hospital	229 S 7 th Street St. Maries, ID 83681	208 245-7633
Madison Memorial Hospital	450 E Main Street Rexburg ID 83440-2048	208 359-6424

HEARTSAVER CPR

St. Joseph Regional Medical Center	415 6 th Street Lewiston ID 83501-2431	208 799-5417
Freedom Finders Training Center	32418 N Liumia Lane Athol ID 83801	208 640-6329
Guardian College Training Center	391 N Ancestor Place, Ste 100 Boise ID 83704-2500	208 321-4744
Gooding Memorial Hospital	1120 Montana Gooding ID 83330	208 934-4433
St. Luke's Magic Valley Medical Center	650 Addison Ave., West Twin Falls, ID 83303	208 737-2000
Boise Fire Department	1620 N Liberty Street Boise ID 83704-7739	208 378-8517
St. Alphonsus Regional Medical Center	1055 N Curtis Road Boise ID 83706-1309	208 367-2282
St Luke's Regional Medical Center	190 E Bannock Street Boise ID 83712-6241	208 381-1501
Idaho Center for Emergency Medical Training	1018 W Sanetta Street Nampa ID 83651	208-463-4880
Nampa Fire Department Training Center	1103 2 nd Street Nampa ID 83651	468-5780
Schultz Training Center	940 Fairbanks Pocatello ID 83201	208 226-4450
Benewah Community Hospital	229 S 7 th Street St. Maries, ID 83681	208 245-7633
Madison Memorial Hospital	450 E Main Street Rexburg ID 83440-2048	208 359-6424
Veteran's Affairs Medical Center	500 W Fort Street Boise ID 83702	208-422-1000

Medic Training Centers

Take Heart CPR and First Aid Training	3007 Maywood Boise	Phone 208-286-6809
Norco	1125 West Amity Boise	Phone 208-336-1643
Mountain States Compliance	PO Box51415 Idaho Falls	Phone 208-612-0773
Magic Valley Lifeline	3085-B E 3400 N Twin Falls	Phone 208-410-7006
Life's Breath CPR	607 Salmon Valley Dr Nampa	Phone 208 230 0825
Inland Scuba	511 South Capital Idaho Falls	Phone 208-529-2636
IdahoCPR Source	1927 N Patricia Ave Boise	Phone 208-870-7034
First Link Safety Inc	4304 W Emerald St Boise	Phone 208-941-6818
Emergency Response & Mgmt	PO Box275 Craigmont	Phone 208-553-6690
Emergency Aid Education	3265 N 3450 E Kimberly	Phone 208 423 5006
CPR Lifeline	5125 Glenwood St Boise	Phone 208-376-5600
American Lifeline	28778 Slade Rd Caldwell	Phone 208-459-2713
Access Behavioral Health	411 N Allumbaugh Boise	Phone 208-338-4699
ABC Lifeline Idaho	2024 Amber Boise	Phone 208 323 2343
A J Enterprises	7679 Maprock Rd Caldwell	Phone 208 454 5443

Appendix H

Resources

Notice of Repeat Violations Letter

Dear Provider,

This letter is to inform you, as well as the Idaho Department of Health and Welfare and the licensing authority, of concerns associated with your childcare facility inspection history. During your most recent inspection, xx/xx/xxxx, the following observation was made:

(Description of repeated violation)

In violation of IDAPA Code (Code number)

Although corrective actions were observed and documented, comparable violations were recorded during the previous inspection, xx/xx/xxxx. Please be advised, at the discretion and on the recommendation of the Health District, repeat violations may result in loss of ICCP participation and/or licensure if subsequent inspections result in similar observations.

2018 Idaho Child Care System Contact Sheet

HEALTH DISTRICT CONTACTS FOR REFERRALS FOR HEALTH AND SAFETY INSPECTIONS

REGION I - PANHANDLE HEALTH DISTRICT		
(P) STEPHANIE GOSS	SGOSS@PHD1.IDAHO.GOV	415-5214
(S) JAMIE BARTON	JBARTON@PHD1.IDAHO.GOV	415-5208
(S) ERIK KETNER	EKETNER@PHD1.IDAHO.GOV	415-5224
REGION II - IDAHO NORTH CENTRAL DISTRICT		
(P) BONNIE WALDEMARSON	BWALDEMARSON@PHD2.IDAHO.GOV	799-0358
(S) SHERISE JURRIES	SJURRIES@PHD2.IDAHO.GOV	799-0355
REGION III - SOUTHWEST DISTRICT HEALTH		
(P) JEFF BUCKINGHAM	JEFF.BUCKINGHAM@PHD3.IDAHO.GOV	455-5444
(P) BRIAUNA MALOUF	BRIAUNA.MALOUF@PHD3.IDAHO.GOV	455-5449
REGION IV - CENTRAL DISTRICT HEALTH		
(P) MATT McDONALD	MMCDONALD@CDH.IDAHO.GOV	327-8530
(P) BETSY KOBER	BKOBER@CDH.IDAHO.GOV	327-8602
(S) NATASHA FERNEY PROGRAM MANAGER	NFERNEY@CDH.IDAHO.GOV	327-8526
(S) CURTIS LOVELESS - DIRECTOR, ENVIRONMENTAL	CLOVELESS@CDH.IDAHO.GOV	327-8520
REGION V - SOUTH CENTRAL HEALTH DISTRICT		
(P) MATTYE BRECHT	MBRECHT@PHD5.IDAHO.GOV	737-5931
(S) JOSH JENSEN	JJensen@PHD5.IDAHO.GOV	737-5909
REGION VI - SOUTHEASTERN DISTRICT HEALTH		
(S) MICHELLE OSTLER	MOSTLER@SIPH.IDAHO.GOV	478-6318
(P) KEN KELLER	KKELLER@SIPH.IDAHO.GOV	239-5272
REGION VII - EASTER IDAHO HEALTH DISTRICT		
(P) KELLYE JOHNSON	KJOHNSON@EIPH.IDAHO.GOV	533-3127
(S) CINDY JOHNSON	CJOHNSON@EIPH.IDAHO.GOV	533-3125

Department of Health and Welfare Contacts

STATE DAYCARE LICENSING		
AUBRIE HUNT- PROGRAM MANAGER	Aubrie.Hunt@DHW.IDAHO.GOV	334-5641
MARILYN PEOPLES - PROGRAM SPECIALIST	MARILYN.PEOPLES@DHW.IDAHO.GOV	442-9989
IDAHO CHILD CARE PROGRAM & PROVIDER AGREEMENT		
Aubrie Hunt- PROGRAM MANAGER	Aubrie.Hunt@DHW.IDAHO.GOV	334-5641
Marjorie Owen - PROGRAM SPECIALIST	Marjorie.Owen@DHW.IDAHO.GOV	334-5686
CERM TEAM		
DAWN BOYCE - GRANTS/CONTRACTS MGMT. SPVR.	DAWN.BOYCE@DHW.IDAHO.GOV	334-5782
CLAUDIA MOST - GRANTS/CONTRACTS OFFICER	CLAUDIA.MOST@DHW.IDAHO.GOV	334-5689
HAILEY SMITH - GRANTS/CONTRACTS OFFICER	HAILEY.SMITH@DHW.IDAHO.GOV	334-5733

IdahoSTARS / AEYC Contacts

BETH OPPENHEIMER - EXECUTIVE DIRECTOR	BOPPENHEIMER@IDAHOAEYC.ORG	345-1090, EXT 10
VACANT – ICCP PROGRAM MANAGER/CUSTOMER SUPPORT COORDINATOR	VACANT@IDAHOAEYC.ORG	338-4718,
JANICE GUIER – ASSISTANT CO-DIRECTOR	JGUIER@UIDAHO.EDU	885-6062
JESSIE RAGAN – ASSISTANT CO-DIRECTOR/CCRC	JRAGAN@UIDAHO.EDU	885-6141
CUSTOMER SUPPORT SPECIALIST	CUSTOMERSUPPORT@IDAHOAEYC.ORG	211 OR 1-800-926-2588

IdahoSTARS Regional CCR&R Offices

IdahoSTARS Child Care Resource Center (CCRC) Offices		Laura Thomas - Contact person for CCRC Offices		Call the 2-1-1 Idaho CareLine by dialing 2-1-1 or 1.800.926.2588 for all child care and ICCP related inquiries	
Name	Phone	Position	Email	Fax	
Region 1		CDHD, University of Idaho		411 N. 15th St, Suite 107, Coeur d'Alene, ID 83814	
Shana Codr	pending	Lead Quality Child Care Consultant	scodr@uidaho.edu	region1ccrc@idahostars.org	
Amy Eickmeyer starts 8/31	pending	Quality Child Care Consultant	pending	region1ccrc@idahostars.org	
VACANT	pending	Child Care Resource Specialist	VACANT	region1ccrc@idahostars.org	
VACANT	pending	Child Care Health Consultant	VACANT	region1ccrc@idahostars.org	
Region 2		CDHD, University of Idaho		124 New 6th St Lewiston, ID 83501-2133 4401B	
Darla Amundson	798.4185	Lead Quality Child Care Consultant	amundson@uidaho.edu	746.5456	region2ccrc@idahostars.org
Shelly Wiemer	798.4164	Quality Child Care Consultant	swiemer@uidaho.edu	746.5456	region2ccrc@idahostars.org
VACANT	798.4219	Child Care Health Consultant	VACANT	746.5456	region2ccrc@idahostars.org
Region 3		CDHD, University of Idaho		4121 Lake Ave, Suite 100, Caldwell, ID 83607 4401M	
Ellen Radcliffe	364-4640	Lead Quality Child Care Consultant	ellenr@uidaho.edu	region3ccrc@idahostars.org	
Heidi Tracy	364-4643	Quality Child Care Consultant	htracy@uidaho.edu	region3ccrc@idahostars.org	
Leticia Buenostro	364-4642	Quality Child Care Consultant	leticlab@uidaho.edu	region3ccrc@idahostars.org	
Maria Perez	364-4641	Child Care Resource Specialist	mperez@uidaho.edu	region3ccrc@idahostars.org	
VACANT	pending	Child Care Health Consultant	VACANT	region3ccrc@idahostars.org	
Region 4		CDHD, University of Idaho		4355 W. Emerald St, Suite 200, Boise, ID 83706 4401M	
James Ferlisi	364-4645	Lead Quality Child Care Consultant	jferlisi@uidaho.edu	region4ccrc@idahostars.org	
Michelle Cole	364-4646	Quality Child Care Consultant	michellecole@uidaho.edu	region4ccrc@idahostars.org	
Aly Balluff starts 9/2	pending	Quality Child Care Consultant	pending	region4ccrc@idahostars.org	
Amanda Mills	364-4647	Child Care Resource Specialist	amills@uidaho.edu	region4ccrc@idahostars.org	
Stefanie Jones	364-4648	Child Care Health Consultant	stefaniej@uidaho.edu	region4ccrc@idahostars.org	
Region 5		CDHD, University of Idaho		247 River Vista Place Suite #102 Twin Falls, ID 83301-3019 4401T	
Judy Boren	735.1128	Lead Quality Child Care Consultant	jboren@uidaho.edu	735.1172	region5ccrc@idahostars.org
Reba Henson	735.1128	Quality Child Care Consultant	rebahenson@uidaho.edu	735.1172	region5ccrc@idahostars.org
Janelle Sexton	735.1128	Child Care Resource Specialist	janellesexton@uidaho.edu	735.1172	region5ccrc@idahostars.org
VACANT	735.1128	Child Care Health Consultant	VACANT	735.1172	region5ccrc@idahostars.org
Region 6		CDHD, University of Idaho		275 South 5th Ave, Suite 141 Pocatello, ID 83201-6410 4401P	
Judy Boren	478.6977	Lead Quality Child Care Consultant	jboren@uidaho.edu	233.2836	region6ccrc@idahostars.org
VACANT	478.6777	Quality Child Care Consultant	VACANT	233.2836	region6ccrc@idahostars.org
Teresa Stockwell	233.2834	Child Care Resource Specialist	tstockwell@uidaho.edu	233.2836	region6ccrc@idahostars.org
Kathy Gates	478-6777	Child Care Health Consultant	kgates@uidaho.edu	233.2836	region6ccrc@idahostars.org
Region 7		CDHD, University of Idaho		1970 E. 17th St, Suite 115 Idaho Falls, ID 83404-8046 4401I	
Susan Robertson	552.6100	Lead Quality Child Care Consultant	srobertson@uidaho.edu	552.4758	region7ccrc@idahostars.org
Michelle Fitch	552.6100	Quality Child Care Consultant	michellef@uidaho.edu	552.4758	region7ccrc@idahostars.org
Teresa Stockwell	552.6100	Child Care Resource Specialist	tstockwell@uidaho.edu	552.4758	region7ccrc@idahostars.org
Jill Hobbs	552.6100	Child Care Health Consultant	jhobbs@uidaho.edu	552.4758	region7ccrc@idahostars.org

Idaho Stars Administrative Team

Name	Phone	Position	Email/Address	Fax	Internal program email
IdahoSTARS, Center on Disabilities and Human Development, University of Idaho					
	1.800.926.2588	1187 Alturas Drive, Moscow, Idaho 83843-8331	Call the 2-1-1 Idaho CareLine by dialing 2-1-1 or 1.800.926.2588 for all child care and ICCP related inquiries		Do not give individual phone numbers or e-mail addresses to parents or providers
Julie Fodor	885.6128	Director CDHD	jfodor@uidaho.edu	885.6145	
Melissa Crist	885.6189	IdahoSTARS Director of Programs	mcrist@uidaho.edu	885.6145	
Janice Guier	885.6062	IdahoSTARS Assistant Co-Director	jguier@uidaho.edu	885.6145	
Laura Thomas - Pocatello Office	478.6777	IdahoSTARS Assistant Co-Director/CCRC	laurat@uidaho.edu	233.2836	
Nicole Wright	885.6089	IdahoSTARS Program Technician	nicolew@uidaho.edu	885.6145	
Brenda Ingalls	885.6081	IdahoSTARS Training Coordinator	bingalls@uidaho.edu	885.6145	
PENDING	PENDING	IdahoSTARS PD Training Specialist	PENDING	PENDING	
Kalli Sorber	885.6087	IdahoSTARS Program Technician/Training Office	kallis@uidaho.edu	n/a	trainingoffice@idahostars.org
Paige Tracy	885.6083	IdahoSTARS Curriculum Development Coordinator	paiget@uidaho.edu	885.6145	
Chris Zaur	885.6144	Website Coordinator	cjzaur@uidaho.edu	885.6145	
Yvonne Wright	885.6180	CDHD Personnel Manager	ywright@uidaho.edu	885.6145	
Melanie Christensen	885.6161	CDHD Financial Technician	melanie@uidaho.edu	885.6145	
Janice Fletcher	885-6000	Professor Emerita	jfletch@uidaho.edu	885.6145	
Idaho AEYC					
	1.800.706.2320	4355 W. Emerald Street, Ste 250 Boise, Idaho 83706-2072	208-345-1090		
Beth Oppenheimer	338-4710	Executive Director Idaho AEYC	boppenheimer@idahoaeyc.org	345.6569	
Laurie Demko	338.4737	Executive Assistant	ldemko@idahoaeyc.org	345.6569	
Patty Keyes	338.4732	Idaho AEYC Administrative Assistant	pkeyes@idahoaeyc.org	345.6569	
Jane Zink	338.4717	IdahoSTARS Project Leadership Director	jzink@idahoaeyc.org	345.6569	
Eleni Wilcox	338.4713	Registry Specialist	ewilcox@idahoaeyc.org	345.6569	pds@idahoaeyc.org
Malia Woessner	338.4723	IdahoSTARS Project Leadership Co-Director	mwoessner@idahoaeyc.org	345.6569	
Mariah Norris	338.4729	Quality Program Specialist	mnorris@idahoaeyc.org	345.6569	
Tracy Gagnon	338.4711	Program Assessment Specialist	tgagnon@idahoaeyc.org	345.6569	
Cheryl Bowers	338.4719	Customer Support Specialist	cbowers@idahoaeyc.org	345.2973	customersupport@idahoaeyc.org
Erin McCandless	338.4727	IdahoSTARS Emerging Leaders Academic Coordinator	emccandless@idahoaeyc.org	345.6569	academicscholarships@idahoaeyc.org
Melissa Waylan	867-4429	Professional Development Specialist	mwaylan@idahoaeyc.org	345.6569	trainingscholarships@idahoaeyc.org
Katrice Walters	338.4722	Fiscal Manager	kwalters@idahoaeyc.org	345.6569	finance@idahoaeyc.org
Megan O'Neill	338.4728	Accountant	monell@idahoaeyc.org	345.6569	finance@idahoaeyc.org
Lisa Just	338.4721	Customer Communication Director	ljust@idahoaeyc.org	345-6569	risehelp@idahoaeyc.org
AJ Burt	322.6882	Web Developer	aburt@idahoaeyc.org	345-6569	
Chelsea Krema	338.4724	Equity Coordinator	ckrema@idahoaeyc.org	345.6569	
Sheralynn Bauder	338.4714	Outreach & Communication Specialist	sbauder@idahoaeyc.org	345.6569	outreach@idahoaeyc.org
Malinda Reissig	338-4712	Customer Support Specialist	mreissig@idahoaeyc.org	345.2973	customersupport@idahoaeyc.org
Marjorie Owen	338-4714	Customer Support Coordinator	mowen@idahoaeyc.org	345.2973	customersupport@idahoaeyc.org
Customer Support Specialist- Starts 9/1/20	333.7775	Customer Support Specialist	customersupport@idahoaeyc.org	345.2973	customersupport@idahoaeyc.org
Idaho Department of Health & Welfare					
		450 W State St. Second Floor, Boise, ID 83720	Call the 2-1-1 Idaho CareLine by dialing 2-1-1 or 1.800.926.2588 for all child care and ICCP related inquiries		
Ericka Rupp	334.5641	Program Manager	Ericka.Rupp@dhw.idaho.gov		
Aubrie Hunt	334.5686	Program Specialist	Aubrie.Hunt@dhw.idaho.gov		
Jamie Preston		Program Specialist	Jamie.Preston@dhw.idaho.gov		
Marilyn Peoples	442.9989	Program Specialist - Daycare Licensing	Marilyn.Peoples@dhw.idaho.gov	463.0972	

IMPORTANT CHILD CARE TIME LINES



INSPECTIONS

- Inspections shall be performed within **thirty (30) calendar days** of referral/renewals from IAEYC or **thirty (30) calendar days** from the collection of the licensing fee from the provider.
- Report the completed inspection results to IAEYC within **three (3) business days**.



FEES

- Provider must be contacted **within three (3) business days** of referral and advised to make payment for license.
- **Three (3) attempts** to contact the provider shall be made. The **third attempt** must be in letter form.
- Send receipt of payment for State Licensing Fee Only to IAEYC within **three (3) business days**.



FOLLOW-UP and VCR

- An on-site follow-up inspection shall be made no later than **ten (10) calendar days** after the inspection for items that would cause a threat to the health and safety of a child.
- An on-site follow-up or VCR shall be completed and documented no later than **thirty (30) calendar days** after the inspection for other items not considered a threat to the health and safety of a child.



COMPLAINTS

- Inspector shall begin the investigation the same day or no later than **three (3) business days** after receiving a complaint.
- Complaint findings must be reported within **three (3) business days** of resolution using “REMEDY”.

Summary of Applicable Code and Rules for Health and Safety in Child Care Facilities 2020

ITEM NO.	DESCRIPTION	IDAHO CODE AND RULE	SUMMARY DESCRIPTION
1	Age of Provider/Adult Present	IDAPA 16.06.02.300.02 IDAPA 16.06.12.802.01 IDAPA 16.06.12.802.09 IC 39-1109 (3) IDAPA 16.06.02.335.03 IDAPA 16.06.02.335.04 IDAPA 16.06.02.335.05 IDAPA 16.06.12.009.04 IDAPA 16.06.12.009.05 IDAPA 16.06.12.009.06	Minimum age of applicant is 18 years. An adult must be present during all hours of operation. The owner or operator and all staff are responsible for the direct care, protection, supervision, and guidance of children through active involvement or direct observation. 16 and 17 year old assistants must be under direct supervision. An adult must be awake and within sight and hearing of children. Napping children must be within easy hearing distance if not within sight. All individuals at the facility who are thirteen (13) years of age or older, have direct contact with children, and/or who are regularly on the premises must complete and receive a Department criminal history and background check clearance.
2	Pediatric Rescue Breathing/CPR/First Aid	IDAPA 16.06.12.802.08 IC 39-1109 (1) (g) IDAPA 16.06.02.335.03(b) IDAPA 16.06.02.330.07	All ICCP providers, owners, and staff members who provide direct care to children are required to have a current certification in pediatric rescue breathing, infant-child CPR and pediatric first aid treatment from a certified instructor.
3	Child- Staff Ratio	IC 39-1109 (4) IDAPA 16.06.02.335.01-.02	The maximum number of points is 12 per staff member caring for children. City Ordinances may be different.
4	Staff/Child Excluded when ill	IDAPA 16.02.10.080 IDAPA 16.02.10.050 IDAPA 16.02.10.011.13	Staff or children with a restrictable disease must not attend day care and follow the required control measures in the Idaho Rules and Regulations for Reportable Diseases.
5	Immunization Records	IDAPA 16.02.11.07 IDAPA 16.06.12.105.01 IC 39-1118 IDAPA 16.02.11.100 IDAPA 16.02.11.102 IDAPA 16.06.03.201.05.a IDAPA 16.06.03.380.22	The provider must have current immunization records for each child after enrolled for 14 days.
6	Disaster and Emergency Plan and Communication	IDAPA 16.06.12.802.12 IDAPA 16.06.12.802.05 IC 39-1109 (1) (b) IDAPA 16.06.02.361.01 IDAPA 16.06.03.380.19.d IDAPA 16.06.03.380.19.a-c IDAPA 16.06.03.201 IDAPA 16.06.03.381.01.b IDAPA 16.06.03.381.01.a	Emergency and Disaster plan required. Minimum criteria are described in the rule. An operable telephone or cell phone must be available at all times and must be available to parents and guardians.

7	Smoke Detector, Fire Extinguisher, Exits	IDAPA 16.06.12.802.06 IC 39-1109 (1) (a, c, d) IDAPA 16.06.03.362.06.a-d .IDAPA 16.06.03.360.03 IDAPA 16.06.03.362.03 .IDAPA 16.06.03.360.01 IDAPA 16.06.03.362.1-4 .IDAPA 16.06.03.362.02	Unobstructed exits and two safe exits from each room are required and meet the IFC. An approved portable fire extinguisher (minimum 2A-10ABC) and adequate smoke detectors shall be installed and operable. A fire extinguisher shall be installed in the kitchen area. See additional requirements: if there are more than 50 children.
8	Fire Safety and Evacuation Plan/Postings	IDAPA 16.06.03.363.08 .IDAPA 16.06.03.363 IDAPA 16.06.03.363.07	The plan must include the assembly point, exit locations, evacuation routes, Fire extinguisher locations, and routine drill schedule which needs to be conducted at least two (2) times per year. The license and 211 numbers for complaints and information are to be posted.
9	Food Source/ Thawing	IDAPA 16.06.12.802.02 IC 39-1110 (1) IDAPA 16.06.03.380.01 .IDAPA 16.06.03.380.02	Food shall be from an approved source and served in a sanitary manner.
10	Food Handling/Personal Hygiene	IDAPA 16.06.12.802.02 IDAPA 16.06.12.802.07 IC 39-1110 (1) (2) (5) IDAPA 16.06.03.380.02 .IDAPA 16.06.03.380.02.b	Food shall be prepared and served in a sanitary manner. Hand washing is required before feeding, after diapering or assisting children after toileting, after nose wiping.
11	Food Temperatures/ Thermometers	IDAPA 16.06.12.802.03 IC 39-1110 (2) IDAPA 16.06.03.380.04 .IDAPA 16.06.03.380.03	Potentially hazardous food must be stored at 41 degrees or below. Cooling and heating of food shall comply with the Idaho Food Code. Refrigerators must have accurate thermometers.
12	Food Storage/Cross Contamination	IDAPA 16.06.12.802.03 IC 39-1110 (1) (2) .IDAPA 16.06.03.380.02 IDAPA 16.06.03.380.04	Food shall be stored and prepared in a manner that prevents contamination. There must be no evidence of pests.
13	Food Contact Surfaces/Sanitizing	IDAPA 16.06.12.802.02 IC 39-1110 (1) IDAPA 16.06.03.380.02 .IDAPA 16.06.03.380.05 IDAPA 16.06.03.380.06	Food contact surfaces must be washed, rinsed, and sanitized prior to use.
14	Dishwashing /Sanitizing	IDAPA 16.06.12.802.02 IC 39-1110 (1) IDAPA 16.06.03.380.06	Kitchenware and other objects used for food must be cleaned and sanitized according approved procedures.
15	Utensil Storage	IDAPA 16.06.12.802.02 IC 39-1110 (1) IDAPA 16.06.03.380.02 .IDAPA 16.06.03.380.07	Utensils must be stored clean and in clean storage areas. Knives must be stored out of reach of children.
16	Medicines/Hazardous Storage	IDAPA 16.06.12.802.04 IC 39-1110 (7) IDAPA 16.06.03.381.06 .IDAPA 16.06.03.201 IDAPA 16.06.03.380.20 .IDAPA 16.06.03.381.06	Medicines, cleaning supplies and hazardous substances must be stored out of reach of children. Medication must be administered by person authorized by parent or caretaker. Each owner or operator must maintain records of any medical conditions or allergies that could affect the care of the child; and all medications the child is taking or may be allergic to.

17	Garbage Covered/Removed	IC 39-1110 (4) IDAPA 16.06.03.381.06	Sleeping/play areas must be sanitary. Garbage must be covered and inaccessible to children.
18	Plumbing/Sewage	IDAPA 58.01.03 IDAPA 16.06.03.380.13 IDAPA 16.06.03.380.15	Plumbing and bathroom fixtures must be in good condition. Sewage disposal must be an approved public system or approved individual/subsurface sewage disposal system.
19	Water Supply/Sample	IC 39-1110 (5) (6) IDAPA 58.01.08.110 IDAPA 16.06.03.380.14	Potable water must be from an approved source, approved by the health department or meet rules governing drinking water in Idaho.
20	Handwashing Facilities	IDAPA 16.06.12.802.07 IC 39-1110 (5) IDAPA 16.06.03.380.09 IDAPA 16.06.03.380.02.b	Hand washing facilities must have soap, warm and cold running water and individual or disposable paper towels for hand drying.
21	Diaper Changing Facilities	IDAPA 16.06.12.802.07 IC 39-1110 (3) IDAPA 16.06.03.380.10	Diaper areas must be separate from food preparation and serving areas. Diapering is to be conducted in a manner to prevent the spread of disease.
22	Firearm, Weapon storage	IC 39-1109 (1) (e) IDAPA 16.06.03.381.04	Firearms and weapons must be in a locked container, inaccessible to children. Other weapons that could cause harm must be out of reach.
23	Water Hazards	IC 39-1109 1(f) IDAPA 16.06.12.802.13 IDAPA 16.06.03.400.06 IDAPA 16.06.03.400.06.b	Pools, hot tubs and other bodies of water must be inaccessible to children, fenced and locked. Wading pools must be empty when not in use. Direct adult supervision is required.
24	Smoking/Alcohol Consumption	IC 39-1110(8) IDAPA 16.06.03.381.16 IDAPA 16.06.03.381.17	The use of alcohol or smoking are prohibited during operating hours when children are present. No smoking indoors or outdoors. Illegal drugs are prohibited when the facility is open or closed.
25	Sleeping/Play areas/Restrooms Clean	IC 39-1110(4) IDAPA 16.06.03.400.07 IDAPA 16.06.03.380.11 IDAPA 16.06.03.380.13	Children must have separate cots, mats, blankets or beds, free from dirt, rubbish and other hazards. Sleeping/Play areas and Restrooms must be clean, safe and have age-appropriate toys.
26	Heat, Light and Ventilation	IDAPA 16.06.03.380.21 IDAPA 16.06.03.381.02 IDAPA 16.06.03.381.03	Adequate heat, light and ventilation is required. Screened doors and windows are required if open for ventilation. Portable heating devices must be approved by the fire inspector prior to use within a facility and must not be used during sleeping hours. Heat producing equipment is to be maintained according to manufacturer.
27	Outdoor Play Areas/Toys	IDAPA 16.06.03.400.08	Maintain area free from hazards such as thorny and poisonous plants, wells, machinery, and animal waste. Play equipment must be safe, anchored, and the area easily supervised. Choking and tripping hazards are prohibited.
28	Animal, Pet Health/Vaccinations	IDAPA 16.06.03.400.08	Animals and pets must be in good health, friendly, and vaccinated. Vaccine records are to be available upon request.

29	General Safety	IDAPA 16.06.12.802.13 IDAPA 16.06.03.400.01 IDAPA 16.06.03.400.02 IDAPA 16.06.03.400.03 IDAPA 16.06.03.400.04 IDAPA 16.06.03.400.05 IDAPA 16.06.03.400.08.e	Electric cords, outlets, lamps, must be in good repair and prevent injury. Prevent stairway access to children 3 years of age and less. Railings for balconies and stairs must meet IBC. Store fueled equipment inaccessible to children. Building and physical premises must be safe. Includes protecting children from hazards that may cause bodily injury, and not limited to electrical hazards, fall hazards, bodies of water and vehicular traffic.
30	Transportation Safety	IDAPA 16.06.12.802.11 Idaho Code Statute 49-672 Idaho Code Statute 49-673	Children must be transported safely and with child safety restraints and seat belts. Manufacturer's instructions for proper use of seat belts and child safety restraints are to be followed.
31	Safe Sleep	IDAPA 16.06.12.802.14 IDAPA 16.06.03.200.04 IDAPA 16.06.03.380.12 IDAPA 16.06.03.300.04	Providers must place newborn infants to twelve (12) months in a safe sleep environment. Safe sleep practices include alone, on their backs, and in a Consumer Product Safety Commission (CPSC) certified crib. All sleeping children must be within sight and normal hearing range of provider.

Reading file #

todays date

«AddressBlock»

Re: Failure to Respond to Payment Notice for Basic Daycare License

Dear «GreetingLine»

<<Name of Health District>> has attempted to contact you by telephone at least twice since <<date of phone call>>.

The Health Department will be advising the Idaho Department of Health and Welfare that license payment has not been received. This will stop the process and cause a delay in the licensing process. The amount due is \$<<fee>>.

This letter is our final attempt to contact <<Facility name>> concerning the licensing payment.

Contact the Environmental Health office at<<phone #>> by <<final Date>> to advise us of your intentions to continue the child care provider approval process.

A prompt response will be appreciated.

Sincerely,

Cc: Cheryl Bowers, IAEYC Program Manager

OPTIONAL STATEMENT:

As the child's parent/guardian, I exempt my child from childcare immunizations for the following reason(s):

Name of Parent/Guardian (PRINT)

Signature of Parent/Guardian

Date

Child's Name: _____



IDAHO CONDITIONAL ATTENDANCE TO CHILDCARE Schedule of Intended Immunizations Form

The Schedule of Intended Immunizations Form is required by IDAPA 16.02.11 to document the intended immunization schedule of a child who has not received all required immunizations according to the age-deadlines for childcare admission. To be eligible for conditional attendance, a child must have received at least one dose of each required vaccine and currently be on schedule for subsequent immunizations following the intervals on the back of this page.

SECTION 1: This section is to be filled out by childcare official. Sections 1 and 2 must be completed for this form to be valid.

A. NAME OF CHILD: _____ **DATE OF BIRTH:** _____
Last First Middle Month/Day/Year

B. VACCINES NEEDED: Circle the dose number(s) of the OVERDUE required vaccine(s) below.

Age-Deadline to Obtain Required Doses	REQUIRED IMMUNIZATIONS FOR CHILDCARE ATTENDANCE									
	<small>All doses must meet the minimum ages and intervals (Number of doses of Hib and Rotavirus required depends on vaccine brand type.)</small>									
	DTaP ¹	Polio ²	MMR	Haemophilus influenzae type b (Hib) ³		Hepatitis B	Varicella	Hepatitis A	Pneumococcal ⁴	Rotavirus ⁵
			Act- Hib	Pedvax Hib					Rotarix (RV1)	RotaTeq (RV5)
3 months	1	1	1	1	1			1	1	1
5 months	2	2		2	2			2	2	2
7 months	3			3				3		3
16 months			1	4	3		1	1	4	
19 months	4	3				3				
2 years								2		
7 years (or school entry)	5	4	2				2			

1. DTaP: The 5th dose is not necessary if the 4th dose was administered at age 4 years or older.
2. Polio: The 4th dose is not necessary if the 3rd dose was administered at age 4 years or older and at least 6 months after previous dose.
3. Hib: Generally not recommended for children aged 5 years or older.
4. Pneumococcal: Generally not recommended for children aged 5 years or older. Children aged 14 through 59 months who received a completed 4-dose or other age-appropriate series of PCV7, must also receive a supplemental dose of PCV13.
5. Rotavirus: Vaccination should not be initiated for infants aged 15 weeks 0 days or older. The maximum age for the final dose is 8 months 0 days.

C. VACCINE CATCH-UP SCHEDULE: Overdue vaccines must be received as quickly as possible following the schedule on the back of this page. Enter the date of the LAST dose(s) received and the due date of the NEXT dose(s) below for each OVERDUE required vaccine.

Check box(es) of MISSING required vaccines	Enter date of LAST dose received (mm/dd/yyyy)	Enter due date of NEXT dose(s) (mm/dd/yyyy)
<input type="checkbox"/> Diphtheria, Tetanus, Pertussis (DTaP, DTP, DT, Td)		
<input type="checkbox"/> Polio		
<input type="checkbox"/> Measles, Mumps, Rubella (MMR)		
<input type="checkbox"/> Hepatitis B		
<input type="checkbox"/> Haemophilus influenzae type b (Hib)		
<input type="checkbox"/> Varicella		
<input type="checkbox"/> Hepatitis A		
<input type="checkbox"/> Pneumococcal		
<input type="checkbox"/> Rotavirus		

As the _____ (title) at _____ (name of facility), I certify the child named above has record of receiving at least one dose of each required vaccine and is on schedule for additional required immunizations. I will review the immunization status of this child until all requirements are met. This conditional attendance form expires on: _____/_____/_____ (two weeks after the earliest due date above).

 Name of Childcare Facility Operator (PRINT) Signature of Childcare Facility Operator Date

SECTION 2: This section is to be signed by parent/guardian.

As the parent/guardian of _____, I understand that my child is allowed to attend childcare on a conditional basis and I agree to have my child vaccinated as required, meeting the deadlines stated above. I also understand that it is my responsibility to provide the childcare facility operator with proof of the vaccines above and that failure to do so will result in exclusion of my child from childcare. I acknowledge that I have read this document in its entirety and I fully understand it.

Name of Parent/Guardian (PRINT) _____ Signature of Parent/Guardian _____ Date ____/____/____
 Home Phone Number _____ Cell Phone Number _____

ABBREVIATED CATCH-UP IMMUNIZATION SCHEDULE FOR THOSE WHO START LATE OR FALL BEHIND
 (for full version, please visit www.immunizeidaho.com)

Vaccine	Minimum Age for Dose 1	Minimum Interval Between Doses			
		Dose 1 to Dose 2	Dose 2 to Dose 3	Dose 3 to Dose 4	Dose 4 to Dose 5
DTaP	6 weeks	4 weeks	4 weeks	6 months	6 months ¹
Polio	6 weeks	4 weeks	4 weeks	6 months ²	
MMR	12 months	4 weeks			
Hepatitis B	Birth	4 weeks	8 weeks ³		
Rotavirus ⁴	6 weeks	4 weeks	4 weeks		
Varicella	12 months	3 months if person is younger than age 13 yrs 4 weeks if person is age 13 yrs or older			
Hepatitis A	12 months	6 months			
Hib	6 weeks	4 weeks if first dose administered at younger than age 12 months 8 weeks (as final dose) if first dose administered at age 12-14 months No further doses needed if first dose administered at age 15 months or older	4 weeks if current age is younger than 12 months 8 weeks (as final dose) if current age is 12 months or older and first dose administered at younger than age 12 months and second dose administered at younger than 15 months No further doses needed if previous dose administered at age 15 months or older	8 weeks (as final dose) This dose only necessary for children aged 12 months through 59 months who received 3 doses before age 12 months	
Pneumococcal ⁵	6 weeks	4 weeks if first dose administered at younger than age 12 months 8 weeks (as final dose for healthy children) if first dose administered at age 12 months or older or current age 24 through 59 months No further doses needed for healthy children if first dose administered at age 24 months or older	4 weeks if current age is younger than 12 months 8 weeks (as final dose for healthy children) if current age is 12 months or older No further doses needed for healthy children if first dose administered at age 24 months or older	8 weeks (as final dose) This dose only necessary for children aged 12 months through 59 months who received 3 doses before age 12 months or for children at high risk who received 3 doses at any age	

- DTaP: The 5th dose is not necessary if the 4th dose was administered at age 4 years or older.
- Polio: The 4th dose is not necessary if the 3rd dose was administered at age 4 years or older and at least 6 months following previous dose.
- Hep B: Minimum age for the 3rd dose is 24 weeks and at least 16 weeks after first dose.
- Rotavirus: The maximum age for the first dose is 14 weeks 6 days. Vaccination should not be initiated for infants aged 15 weeks 0 days or older. The maximum age for the final dose in the in the series is 8 months 0 days. If Rotarix was administered for the first and second doses, a third dose is not indicated.
- Pneumococcal: Children aged 14 through 59 months who received a completed 4-dose or other age-appropriate series of PCV7, must also receive a supplemental dose of PCV13.

Notification of Invalid Vaccination



NOTIFICATION OF INVALID VACCINATION Childcare Immunization Requirement

Dear Parent or Guardian of: _____ / ____ / ____
Full Name of Child (PRINT) Child's Date of Birth (mm/dd/yyyy)

Immunization is one of the best ways parents can protect infants, children, and teens from potentially harmful diseases that can cause serious illness, hospitalization, and even death. The purpose of this letter is to inform you that one or more of the shots that your child received were invalid.

The Centers for Disease Control and Prevention (CDC) publishes a Recommended Immunization Schedule that explains which vaccinations are recommended for every age group, how many doses of the vaccine are necessary to protect a person from each disease, and how to space out the doses. When doses are given too close together, the body may not have enough time to develop immunity, and the vaccine's effectiveness cannot be assured. To make certain that your child is adequately protected against these vaccine-preventable diseases and meets the immunization requirements for childcare attendance, your child should be revaccinated with the following:

- | | | |
|--------------------------------------|--------------------------------|---------------------------------------|
| <input type="checkbox"/> DTaP | <input type="checkbox"/> Hib | <input type="checkbox"/> Pneumococcal |
| <input type="checkbox"/> Hepatitis A | <input type="checkbox"/> MMR | <input type="checkbox"/> Rotavirus |
| <input type="checkbox"/> Hepatitis B | <input type="checkbox"/> Polio | <input type="checkbox"/> Varicella |

If you have an additional immunization record that documents that your child has been revaccinated after receiving the invalid dose(s), please bring us the record so we can update our files. Otherwise, please provide this form to your child's health care provider and return the completed form to the childcare facility no later than: ____ / ____ / ____ (one month from today).

Failure to provide this completed form, documentation of revaccination or exemption before the deadline specified above may result in your child being excluded from childcare in accordance with Idaho Administrative Procedures Act (IDAPA) 16.02.11. Please contact your child's childcare facility if you have any questions.

REVACCINATION (Requires the signature of a licensed healthcare provider AND a copy of the updated record)

As this child's licensed health care provider, I certify that this child was revaccinated according to ACIP recommendations and I have attached an updated copy of the child's immunization record to this form.

Name of Licensed Healthcare Provider (PRINT) Signature of Licensed Healthcare Provider Date

LABORATORY PROOF OF IMMUNITY (Requires the signature of a licensed physician AND a copy of the lab work)

As this child's physician, I certify the laboratory test results attached to this form demonstrate that this child is immune to the following disease(s): _____

Type of test performed: _____ Date of test: ____ / ____ / ____

Name of Physician (PRINT) Signature of Physician Medical License # Date

PHYSICIAN'S MEDICAL JUDGMENT WAIVER (Requires the signature of a licensed physician)

According to ACIP recommendations, one or more of the doses of vaccine this child received are considered invalid because the minimum interval and/or age requirements were not met. However, as this child's physician, I certify that in my medical judgment the invalid dose(s) administered to the child do not need to be repeated. In the event of a vaccine-preventable disease outbreak, this child may be excluded from childcare for the duration of the outbreak.

Name of Physician (PRINT) Signature of Physician Medical License # Date

Record Requirements



IDAHO DEPARTMENT OF HEALTH & WELFARE

RECORD REQUIREMENTS FOR STAFF AND OTHER INDIVIDUALS

Standards for Child Care Licensing include record-keeping of daycare staff and other individuals.

Each owner or operator of a daycare center, group daycare facility or family daycare home voluntarily licensed by the Department must maintain a current list covering the previous twelve-month period of all staff and other individuals thirteen (13) years of age or older who have unsupervised direct contact with children or are regularly on the premises.

The list must specify, at a minimum, the following:

- Legal Name
- Proof of Age
- Phone Number
- Verification of Criminal History and Background Check Clearance
- Result of Juvenile Justice Records (when applicable)
- Verification of Certification of Pediatric Rescue Breathing, Infant-Child CPR & First Aid
Certification must be obtained from a certified instructor – online infant/child CPR and first aid training is not acceptable.
- Record of Hours - this is to include the times, dates and hours on the premises each day
- Record of Training - Centers Only (Please refer to the “Ongoing Training” Facts and Guidelines for details)

CHILD RECORD REQUIREMENTS

Standards for Child Care Licensing include record-keeping for each child in attendance.

Each owner or operator of a daycare center, group daycare facility or family daycare home voluntarily licensed by the Department, must maintain a record for each child in attendance covering the previous twelve-month period.

The record must contain, at the minimum, the following:

- Child’s Full Name
- Date of Birth
- Parent or Guardian’s Name, Address and Contact Information
- Emergency Contact Information
- Child’s Health Information, to include:
 - a. Immunization record or waiver of exemption form or statement
 - b. Any medical conditions that could affect the care of the child
 - c. Medications the child is taking or may be allergic to
- Record of Attendance - this is to include the times, dates and record of attendance each day

Daycare Complaint Referral Process

1. Daycare complaint/concern come into the Idaho CareLine (2-1-1) by phone, mail or email.
2. A 2-1-1 operator takes the report and evaluates it to determine the type of concern and who will be the appropriate responder or responders to the issue or issues present in the complaint.
3. A complaint referral notice is electronically forwarded to the appropriate responders as well as to the Department of Health and Welfare for review of the complaint.
4. The Department reviews the complaint information to make sure the appropriate responders have been chosen and that necessary identifying data is available to the responder. The Department may make updates to the original complaint notice and send out an updated referral notice.
5. The responder or responders determine what action, if any, to be taken. Depending on that determination, the responder will either follow up on the complaint or will notify the Department that they have determined that no action is necessary from their agency.
6. Responder(s) following up on a complaint, provide reports of their findings to the Department of Health and Welfare.
7. The Department reviews the responder's findings and may require additional follow up or information to determine whether a complaint is considered founded or unfounded and whether a complaint is ready for closure or that other action is required.
8. Once the investigations are completed and status of the complaint is determined and all findings are recorded, the complaint is closed in the Remedy complaint database.

Who Are the Responders to Daycare Complaints/Concerns?

There are three agencies that assist with investigations for daycare complaints, they are assigned as follows:

Immediate Danger - Law Enforcement Agencies
Child Abuse / Neglect - Law Enforcement Agencies
Health & Safety - Health Districts
Ratio / Supervision - Health Districts
Quality / Business Practices - DHW/ICCP with possible referral to a CCR&R Consultant
Licensing - Department of Health & Welfare
Provider Agreement - Department of Health & Welfare / ICCP
Fraud - Department of Health & Welfare / Fraud Unit

How does someone report a concern they have with a daycare?

You can report a concern on a daycare home or daycare facility by calling the Idaho CareLine by dialing 2-1-1 or 800-926-2588. You can also reach them by mail or email. You can obtain further information online at www.211.idaho.gov Idaho STARS 1-

Health Department Inspection Checklist for Child Care

- All individuals at the facility who are thirteen (13) years of age or older, have direct contact with children, and/or who are regularly on the premises must complete and receive a Department criminal history and background check clearance. Documentation of this clearance must be on-site and provided to the inspector during the initial and annual inspection.
- Must be **18 years** of age or older / persons (16 or 17 years old) may provide child care as long as they have direct, on-site supervision from a licensed child care provider at least 18 years of age.
- Proof of pediatric/infant **CPR/FA** certification. All providers, owners, and staff members who provide direct care to children are required to have a current certification in pediatric rescue breathing, infant-child CPR and pediatric first aid treatment from a certified instructor.
- Comply with your current child-to-staff **Ratios** at all times. (City's may be more stringent)
- A written **Illness Policy** for sick children and staff is highly recommended. If a child or child care provider gets a reportable disease they may be restricted from attending or operating the daycare facility.
- A copy of every child's current **Immunization Record** including your own children must be available for review. (Properly documented exemptions are allowed).
- Functional **Telephone** (city licensing may require a landline) Note: Cell phones must remain on premise during child care hours.
- Minimum **2A:10BC Fire Extinguisher**, installed and functional **Smoke Detectors** & minimum **2 Emergency Exits** on every level where child care occurs.
- **Fire Safety and Evacuation Plans** & other items (such as your Daycare License) should be conspicuously posted.
- **Emergency and Disaster Plan.** An emergency and disaster plan is required should there be an incident that requires evacuation, relocation, shelter-in-place, or lock down for the safety of children and staff. Contact a Child Care health consultant for specific information
- Food must come from an **Approved Source** (no home canned goods with the exception of jams & jellies). Meats must be USDA inspected. **Thaw Food** by using approved method's only (microwave, in refrigerator, or in sink under continuous running cold water).
- Food Handling (use gloves, tongs, utensils, paper towels). **Minimize Bare Hand Contact with Ready to Eat Food.**
- Functional **Thermometers** for every refrigerator (must maintain temperature of 41°F or below).
- **Sharps** such as knives, scissors, pizza cutters, ice picks must be locked or kept out of reach of children.
- Avoid **Cross Contamination** by storing raw meats and eggs below ready to eat food. Must avoid dripping/spilling/leaking of raw meat juices in refrigerator. Segregate according to cook temperatures. Do not stack ready to eat food directly on top of raw meat or eggs. **DO NOT STORE FOOD ON FLOOR**, under chemicals or sewer lines.
- A **Sanitizing Solution MUST** be used for all food contact surfaces (counter tops, tables, hi-chairs and mouthed toys). Approved sanitizers are Household Bleach (sodium hypochlorite) or Quaternary Ammonia.
- A **Dishwasher or 4-step method MUST** be used. A sanitizing tub WILL be required using the 4-step method if provider does not have a 3-comp sink. (Wash, Rinse, Sanitize and Air Dry on drying rack, not a towel)
- **Utensils** must be stored in a way to prevent contamination.

- Any **Hazardous Substance, Materials or Medicine** **MUST** be stored out of reach of children or be locked (child locks acceptable). Bio-contaminants (include and are not limited to bacteria, viruses, and fungi) are to be handled and disposed of safely. Mold, diarrhea, and vomit are examples of bio-contaminants.
- All **Garbage Receptacles must have lids or covers** or may be stored inside of a cabinet or closet and should be removed daily.
- **Private Well's** will be tested for water quality. **Septic Systems** must be functional and in compliance with current rules.
- Running Hot & Cold water, **Paper Towels and Soap** **MUST** be available for hand washing at all times.
- **Cleanable Pad/Surface** available for diapering children and **MUST** be sanitized after every diaper change. Never change diapers in kitchen area or where food preparation may occur.
- **Firearms and Weapons** must be stored in a locked container or gun safe. (Matches & lighters must be stored out of reach of children).
- Any **Water Hazards** such as ponds, canals, pools, ditches, hot tubs and other bodies of water **MUST** be inaccessible to children. Preventing access may require a fence that is at least four feet in height, self-closing gates, locks or covers that lock. (No more than a 4-inch gap is allowed in fencing material).
- No **Smoking or Alcohol** consumption is allowed on the premise/property during operating hours when children are present.
- **Sleeping and Play Areas, Restrooms and Fixtures** shall be maintained in a safe and sanitary condition.
- The facility must have adequate **Heat, Light and Ventilation**. A fireplace or wood-burning stove shall be protected on all sides to prevent children from accessing them.
- **Outdoor Play Area's** must be free from hazards and animal waste. If adjacent to a busy roadway or other hazards, a fence in good repair is required at least 4 feet high with no more than a 4-inch gap in the fencing material. **Toys and Play Equipment** must be free from rough edges and sharp corners, and be of substantial construction.
- Any **Pet or Animal** present at the facility must be in good health and show no evidence of carrying disease along with being a friendly companion of children. The operator must maintain the animal's vaccinations and have records available for review upon the Inspector's request.
- **General Safety** –ensure there are covers on electrical outlets, no exposed light sockets, electrical cords (must be in good repair), substantial railings for balconies and stairways, gates for stairways (for children less than 3 years of age), no access to hazardous machinery or power tools, no choking hazards accessible to children (less than 3 years of age) including but not limited to balloons and objects that fit into an official small parts tester or toilet role. Protect children from bodily injury from hazards on or near the premises, including vehicular traffic.
- **Transportation Safety**. Transport children in vehicles with approved safety restraints and seat belts as required by law. The safety restraints and seat belts must be used as described by the manufacturer's instructions.
- **Safe Sleep Practices** requires a provider to have a safe sleep environment for a newborn infant to twelve months sleeping/ resting alone, on their backs, and in a Consumer Product Safety Commission (CPSC) certified crib without loose blankets/sheets, toys, pillows, bumper pads, sheep skins, etc...

Idaho District Health Department

Child Care Guidelines

This information is provided to give the child care provider guidance about important items that are discussed and inspected during a District Health Department inspection. It is not an all-inclusive document. The item numbers correspond to the inspection report. IDAPA 16.06.02 – Rules Governing Standards for Child Care Licensing are applicable to all child cares that are licensed or receiving Department subsidies (ICCP).

Child Care Guidelines

Age & Health of Provider / Supervision (1)

Provider must be 18 years old or older. Persons 16 or 17 may provide care if directly supervised by a provider. A caregiver must not work when ill as per Rules and Regulations Governing Idaho Reportable Diseases. All individuals at the facility who are thirteen (13) years of age or older, have direct contact with children, and/or who are regularly on the premises must complete and receive a Department criminal history and background check clearance. Documentation of this clearance must be on-site and provided to the inspector during the initial and annual inspection

CPR/First Aid Training (2)

All providers, owners, and staff members who provide direct care to children are required to have a current certification in pediatric rescue breathing, infant-child CPR and pediatric first aid treatment from a certified instructor. If the facility provides transportation of children outside the facility at any time, persons that accompany the transportation must be currently certified in pediatric CPR/FA

Child- Staff Ratio (3)

Child to staff ratio must be adhered to during all hours of operation. Ratios are determined by a point system. Points are determined by the age of children. 12 points per staff member is the maximum.

Requirements for local jurisdictions (cities) that require child care licensing may differ, but may not be less stringent than State Licensing requires.

For Idaho State Licensing:

Zero to less than 24 months is equal to 2 points. 24 months to under 36 months is equal to 1 1/2 points. 36 months to under 5 years old is equal to 1 point. 5 years old to under 13 years of age is equal to a 1/2 point.

For Boise City Licensing:

Zero to less than 24 months is equal to 2.4 points. 24 months to under 36 months is equal to 2 points. 36 months to under 5 years old is equal to 1.2 points. 5 years old to under 13 years of age is equal to 1 point.

Staff/Children Excluded When Ill (4)

Provide a written procedure that outlines what will be done if a child becomes ill while in your care. This procedure must address:

- Keeping the child separated from the rest of the children to prevent spreading disease.
- Not allowing children to attend if they have had diarrhea, vomiting, or a fever (101F oral, 102F rectal, 100F axillary (armpit), accompanied by behavior changes or other signs or symptoms of illness within a 24-hour period.
- Notification of a parent or guardian.

According to IDAPA 16.02.10 *Rules and Regulations Governing Idaho Reportable Diseases*, staff or children who are diagnosed with a day care restrictable disease must not attend a day care facility as long as the disease is in communicable form. Caregivers must follow IDAPA 16.02.10 080. *Day Care Facility-Reporting and Control Measures*

Immunization Records (5)

Idaho Code 39-1118 requires that each child's immunization record or reason for exemption is provided to the operator within fourteen (14) days of initial attendance. Provide information about immunizations to parents. Accurate and current records are required to be on the premises during all hours of operation.

Go to this web page for the most current immunization schedule:

<http://www.immunize.org/cdc/schedules/>

Disaster and Emergency Planning and Communication (6)

Providers shall have documented policies and procedures for emergencies resulting from a natural disaster or a man-caused event that include and not limited to:

- Evacuation, relocation, shelter-in-place, lock-down procedures, and procedures for communication and re-unification with families, continued business operational plan, and accommodation of infants, toddlers, children with disabilities, and children with chronic medical conditions.
- Procedures for staff and volunteer emergency preparedness training and drills.
- Guidelines for the continuation of child care services in the period following the emergency or disaster.

If you need assistance, contact a Child Care Health Consultant with IdahoSTARS by calling the Idaho CareLine 2-1-1.

A functional telephone or cell phone is required. Parent or guardian must have access to the phone in case of an emergency. Post the name and address of the facility, 911, Idaho CareLine 2-1-1 and other emergency numbers for quick reference.

Smoke Detectors, Fire Extinguishers, and Fire Exits (7)

Centers, Group, and licensed Family Day Cares must be inspected by the local Fire Official or designee. **Fire extinguishers must be inspected annually.**

- **Fire Extinguisher** - A minimum of one fire extinguisher (type 2A:10-BC)
- **Smoke Detector** - One for each sleeping area, hall-way, and on each floor level. Each one must have a test button.
- **Emergency Exits** - Adequate emergency exits are determined by the local Fire Official. No second story child care without an approved fire exit.
- **Unlicensed ICCP** providers must be in compliance with Fire Safety Standards in the Child Care Licensing Rules.

Fire Safety and Evacuation Plan (8)

A fire evacuation plan must include the staging area, exit locations, evacuation routes and fire extinguisher locations. Include a routine drill schedule.

Food Source/Food Thawing (9)

- Serve pasteurized milk and juice only.
- No home canned foods, except jams or jellies.
- No wild game, USDA approved meat only.
- Do not thaw foods at room temperature.
- Thawing Options:
 - In refrigerator (best option).
 - In cold running water.
 - As part of cooking process.
 - In microwave, then immediately complete cooking.

Food Handling/Personal Hygiene (10)

- Cooking meat to proper temperatures.
- Avoid cross-contamination of food and food contact surfaces.
- Proper hand washing
- Use clean clothes or apron during food prep
- Unwrapped foods may not be re-served once plate is on the table.
- Minimize direct hand contact with food.
- Use serving utensils or gloves whenever possible to prevent hand contact with ready to eat foods.

Wash Hands Often:

- Before touching or preparing food
- Before putting on gloves
- After wiping nose
- After coughing into your hand
- After changing each diaper
- After using the toilet

Food Temperatures/Thermometers (11)

- Refrigerator must be equipped with an accurate thermometer, metal or plastic shielded. Keep the refrigerator colder than 41°F (38-40°F preferred).
- Foods must cool rapidly to below 41°F to prevent harmful bacterial growth.
- Proper rapid cooling requires monitoring the temperatures (135°F to 70°F in 2 hours, then 70° to 41°F in the next 4 hours)
- Eggs must be refrigerated.

- Perishable cold foods must be stored at 41°F or less.
- Hot food must be cooked (or reheated) to 165°F before serving.
- After cooking, hot foods must be kept at 135°F.

Food Storage/Cross Contamination (12)

- Cooked foods are stored above raw foods. Store eggs, raw meat and poultry below ready-to-eat food.
- Keep food stored off the floor and protected from dust, flies, pets, water, and chemicals. Do not store under plumbing pipes.
- Food stored in refrigerators must be covered to prevent cross-contamination.

Food Contact Surfaces/Sanitizing (13)

Food contact surfaces must be kept clean (counters, tables, high chairs, cutting boards) and sanitized with a solution of chlorine 50-200 ppm or quaternary ammonium chloride 200 ppm. Obtain test strips to determine correct concentration. **Have the correct test paper to determine the concentration of the sanitizer.**

SANITIZING SOLUTION MIXTURE

MIX: 1 tablespoon bleach in each gallon of warm water. Use unscented liquid bleach, such as Clorox, Purex, etc. Note: Mix 3/4 teaspoon to 1 quart of water. This dilution will give you the maximum amount (200 ppm) of desired sanitizer concentration. This mixture is for bleach with 5.25% - 6% sodium hypochlorite. Read the information about the active ingredient on the container label.

OTHER SANITIZING CLEANERS

Chemicals and sanitizing cleaners other than bleach are allowed ONLY if the label states it is a sanitizer or

disinfectant suitable for food contact surfaces and registered with the EPA. **Label directions for use must be followed.**

- Cutting boards, knives, counters, pots and pans, plates, bottles, cups, forks, and spoons must be clean and sanitized, in good repair, smooth, and easy to clean.
- Refrigerators, cabinet shelves, sinks, dish machines, utensil handles, must be clean, in good repair, smooth and easy to clean.
- Wiping cloths, dishcloths used for tables, counters, high chairs, etc. are rinsed in a sanitizing solution before and after use.

An option is to use a spray bottle of sanitizing solution to wet the wiped object.

Spray Bottles: Two (2) recommended: One for the kitchen and one for the bathroom/diaper changing areas. **Label the bottles as to contents and intended area of use. Renew bleach spray bottle contents weekly**

See more information in this manual about Bleach Solutions, and Disinfection.

Dishwashing/Sanitizing (14)

Dishes, glasses, utensils and silverware shall be washed either in a dishwasher with a sanitizing dry cycle, or by the four-step method.

A. Use one of the Health District approved dishwashing methods.

It is best if a separate sink or basin is used for each step #1, #2, and #3.

Rinse or scrape food off the item to be washed.

1. Wash the item in hot soapy water.
2. Rinse the soap off with clear hot water.
3. Sanitize the item by soaking in a solution of regular unscented liquid bleach and warm water. Soak at least 10 seconds. See Food Contact Surfaces/Sanitizing (above).
4. Air dry the item on a drain rack.

B. An automatic dish machine may be used.

- 1.) A home-style dishwasher that has a heat drying or sani-cycle is acceptable. The items must be run through the complete washing cycle.
- 2.) Larger child care facilities should consider a commercial dishwasher with a sanitizing rinse. These units have a much faster cycle allowing dishes to be reused in minutes.

Utensil Storage (15)

Protect clean utensils, glasses, dishes, pots and pans, from contamination.

Do not store under sinks or on the floor. Utensil trays and cabinets must be clean. Face utensil/handles in one direction.

Drawers holding sharp utensils (knives) should be secured with child-proof latches.

Medicines/Hazardous Substances (16)

STORE ALL CHEMICALS AND MEDICINES – OUT OF REACH OF CHILDREN – OR IN A LOCKED CABINET.

A. CHEMICAL/TOXIC/POISONS STORAGE Bleach, cleaners, disinfectants, plant fertilizers, insect sprays, paint thinners, or other chemicals must be stored away from foods and utensils.

B. MEDICINE STORAGE

1. Store medicines out of reach of children.
2. Refrigerated medicines: Place in a container with a lid or in a Ziploc bag. Mark container MEDICINES.
3. Medicines in the kitchen must be in a container marked MEDICINES.
4. Vitamins must be also stored out of reach of children.

Cleaning materials, detergents, aerosol cans, pesticides, health and beauty aids, poisons, and other toxic materials shall be stored in their original labeled containers and shall be used according to the manufacturer's instructions and for the intended purpose. They shall be used only in a manner that will not constitute a hazard to the children. When not in actual use, such materials shall be kept in a place inaccessible to children and separate from stored medications and food.

Bio-contaminants are to be handled properly and safely. Mold, vomit, and diarrhea are examples of bio-contaminants.

All arts and crafts materials used in the facility shall be non-toxic. There shall be no eating or drinking by children or staff during use of such materials. **Poisonous or potentially harmful plants** on the premises shall be inaccessible to children. See the section about poisonous plants in this manual.

Garbage Covered/Removed (17)

Garbage and disposable diapers must be in covered containers or closed garbage bags. They should be taken to an outside container daily for weekly removal. Use plastic liners in all trash receptacles. Garbage/trash needs to be stored where it is inaccessible to children and cannot attract vermin.

Plumbing/Sewage Disposal (18)

Water supply pipes, faucets, or hoses below a sink rim, in a drain or sewer may create a cross-connection between drinking water and dirty water.

A. Proper backflow prevention should be present for things such as:

1. A hose attached to a sink faucet
2. A hose filling a wading pool
3. An underground landscape/lawn sprinkler system
4. A water softener drain line

B. Plumbing must be in good condition and comply with local plumbing code.

Sewage must be properly disposed with no overflows or surfacing that may cause contamination. An approved sewage disposal system is required such as a municipality's sewage treatment system or health department approved septic system.

Water Supply/Well Sample (19)

- The water must be from a Health District approved source and be free of contamination. Our office will collect a sample of the water and inspect the visible portion of the well for facilities with 24 or less individuals.
- If there are 25 or more persons in the facility, the owner must comply with the Idaho Drinking Water Rules.
- The provider is responsible for complying with the sampling requirements and paying for the laboratory for the water sample testing.

Hand Washing Facilities (20)

- A hand sink needs to be close to the diaper changing area.
- A separate kitchen hand sink may be required in larger childcare facilities for hand washing prior to preparing foods.
- The kitchen sink is not to be used for hand washing after changing diapers.
- A hand sink must be provided where care givers and children can wash their hands after using the restroom, before eating, and at other times as needed.
- The sink(s) used for hand washing must have hot and cold running water through a mixing faucet. Soap and paper towels must be present. (Soft or liquid soap is recommended.)

Diaper Changing Facilities (21)

- The changing area cannot be in the kitchen or on counters or tables used for food preparation or dining.
- A smooth non-absorbent diaper changing surface is required.
- Plastic/vinyl mats or pads are acceptable if you use the smooth side.
- Dirty diapers and soiled clothing must be stored to prevent access by children.
- The employee is to sanitize the diaper changing surface after each diaper change.
- The sanitizer for the diaper changing area is recommended to be a stronger bleach water solution (1-3 Tablespoons per 1 Quart water according to NAEYC Accreditation program 2011).
- Use disposable gloves.
- The employee is to wash his/her hands between each diaper change.
- The child's hands should also be washed.
- Disposable/cloth diapers: *There are no rules requiring a particular type of diaper. The Health District recommends disposable diapers to lessen contamination of surfaces and hands. Disposable diapers may be required to control an illness outbreak.*
- See the section on diaper changing in this manual that addresses proper disinfection.

Firearms Storage (22)

Firearms must be in a locked container or other container inaccessible to children. Ammunition is to be in a separate locked container. This applies when children are present.

Water Hazards (23)

Pools, hot tubs and other bodies of water must be inaccessible to children. A fence, 4 feet high (minimum) with a self-locking gate is required to prevent unsupervised child access.

Smoking/Alcohol Consumption (24)

Use of alcohol or smoking is prohibited during operating hours when children are present. Tobacco related products like chew and pouches are not allowed.

Sleeping, Play Areas, & Restrooms Clean (25)

Sleeping cots, blankets and mats are kept clean and sanitized regularly. See pages 24-25 and 102 for information about proper sanitization and disinfection.

Recommendations:

- Assign one set of bedding per child. Keep bedding separated during storage by folding before stacking or placing each blanket in an individual cubby, container or plastic bag.
- Cribs that are constructed after June 28, 2011 are acceptable.
- Do not store bedding directly on the floor.
- Keep play areas clean.
- Vacuum carpet daily.
- Toys, tables, and chairs should be washable and sanitized frequently.
- Equipment, materials, and furnishings shall be sturdy and free of sharp points and corners, splinters, protruding nails and bolts, hazardous small parts or lead based paint or poisonous materials.

TOILET ROOM

Restroom(s) are to be clean and ventilated. Carpet should not be immediately next to the toilet or urinal. Toilet training seats/potties are to be kept clean and should be sanitized after each use. **Do not** wash potty seats in the dishwasher or dishwashing sinks.

Heat, Light & Ventilation (26)

Adequate heat, light, and ventilation are required. Screened doors and windows are required when open. Heat producing equipment like portable room heaters and wood stoves must be maintained and used according to the manufacturer's instructions. Wood stoves must not be accessible to children.

Outdoor Play Areas (27)

Maintain areas free from hazards, such as window wells, garden tools, lawn mowers, gas grills, ATVs, motorcycles, and animal waste. Play equipment must be safe, in good condition, and anchored. The area should be easily supervised.

Animal, Pet Health/Vaccinations (28)

Animals must be in good health, friendly, and vaccinated. Vaccine records are to be available upon request.

General Safety (29)

Electric cords, outlets, and lamps must be in good condition to prevent injury. Cords for blinds must be out of reach. Keep electric outlets covered. Prevent stairway access to children 3 years of age and less. Railings for balconies and stairs must meet the building code requirements. Store fueled equipment and repair equipment inaccessible to children. Choking hazards such as balloons, and objects less than one (1) inch in diameter, may not be accessible to children 3 years of age or less. General Safety includes environmental safety. Building and physical premises must be safe, including identification of and protection from hazards that can cause bodily injury including but not limited to, electrical hazards, bodies of water, and vehicular traffic.

Transportation Safety (30)

Providers who transport children as part of their child care operations must operate safely, using child safety restraints and seat belts as required by state and local statute. The child safety restraints and seat belts are to be used in the correct manner and according to the manufacturer's instructions.

Safe Sleep (31)

Providers who care for children under 12 months old shall follow Safe Sleep practices which include, but not limited to:

- Place infants to sleep during naps and at nighttime on their backs on a firm mattress and well-fitting sheet in a safety approved crib or portable crib (U.S. Consumer Safety Commission and ASTM Standards). An alternative sleeping position requires a signed waiver by a healthcare professional.
- Only one infant may occupy a crib or a playpen at one time.
- Infants shall not be placed to sleep on chairs, sofas, adult beds, waterbeds, or cushions. Sitting devices such as car safety seats, swings, strollers, infant carriers, or infant slings shall not be used.
- Sleeping space must be free of blankets, loose bedding, comforters, pillows, bumper pads, or any object that can increase the risk of entrapment. Toys and stuffed animals must be removed from crib when infant is sleeping. Pacifier cannot have cords or attaching mechanisms.
- Infants should be directly observed by sight and sound at all times. Home monitors or commercial devices marketed to reduce the risk of SIDS should not be used in place of direct supervision while children are sleeping.
- The lighting in the room must allow the provider to see each infant's face, sleep position, and to check on infant's breathing.
- Temperature in the room should be comfortable for a lightly clothed adult.
- Create a Safe Sleep policy. All parents/guardians shall be informed of the facility's Safe Sleep policy upon enrollment. Talk with families about the importance of sleep positioning, and encourage them to follow Safe Sleep Guidelines at home.

Child Care Inspection Write- up Reminders

Information recorded during an inspection will be data entered by the Idaho Department Health and Welfare Idaho Child Care Program and posted to a web site to which the general public will have access. The language you record will be entered verbatim.

The purpose of an inspection report is to document violations and the correction of violations. All language used to document your observations at the time of the inspection should pertain to health and safety of the children.

The reminders below will promote consistency in documentation.

1. Document violations in a clear, concise and legible manner.
2. Language should be easily understood by community members with varied educational backgrounds.
3. When a violation is corrected during an inspection, explain how it was corrected.
4. When a violation correction is accepted by a Violation Correction Report, the words must be a clear explanation of correction for the file. An email from the provider is an acceptable record of correction.
5. Try to write instructions, and recommendations in the comment section, or add a second page if needed.
6. Do not use uncommon abbreviations/acronyms or create your own.
7. Subjective language such as; "Clean facility" "Good Job" are not advised.

October 2, 2017

Fire Code Discussion Highlights

June 20, 2013

- Two exits are required in all child care facilities as described in IDAPA 16.06.02 Standards for Child Care Licensing.
- Split level homes can be defined in one of two ways. This depends on how the property was assessed in defining the home. If assessed as a two story the lower level is the 1st floor and the upper level is the 2nd floor. If assessed as a single story, then the upper level is the main floor and the lower level is the basement. Refer to IDAPA 16.06.02 Standards for Child Care Licensing and review the Fire Safety section about basements.
- A sprinkler system has to be inspected annually as does a fire extinguisher. The owner should have a copy of the fire inspection report.
- Disposable fire extinguishers have plastic heads and are not rechargeable. It is better to have a fire extinguisher that is rechargeable and inspected annually. If the fire extinguisher dial shows the needle in the green area the fire extinguisher is probably ok. Rechargeable fire extinguishers are highly recommended.
- Exits cannot be blocked. An acceptable door exit is one that can be opened with one hand and no key. A 2 1/2 foot gate used to contain children is not considered to be blocking an exit.
- If a health inspector finds that there is an obvious fire code violation. The violation should be described and the inspection not passed. If the home recently passed a fire inspection, and this item was not noted, the health inspector can still mark the item as out of compliance and not pass the inspection. Contact Knute Sandahl ([208-334-4370](tel:208-334-4370)) and make him aware of this situation. Knute will want to know who the fire official was that signed off the inspection.
- Corridors can be a means of egress, provided the corridor leads directly to an outside exit.
- An existing building that has been and still is a child care facility is not required to install sprinklers and meet the new standards as does a new building.
- An overhead garage door does not satisfy an exit requirement. The garage would require a door between the house and the garage with the lock removed and a door to the outside from the garage. A discernible path is required.
- If a fire official approves a facility for child care that the health department has denied, contact Knute for advice.
- RV units are not acceptable for child care and are to be marked as "Not Passed" for a health inspection.

Child Care Inspection Sheet



Child Care Health and Safety Inspection

FACILITY NAME:		FACILITY #	EHS#	DATE:
PROVIDER NAME:		EMAIL:		PH#
ADDRESS:		CITY	STATE	ZIP
ACTIVITY:	<input type="checkbox"/> INITIAL	ICCP <input type="checkbox"/> ICOP-STATE <input type="checkbox"/> ICOP-CITY <input type="checkbox"/>	IN-HOME <input type="checkbox"/> CENTER <input type="checkbox"/> GROUP <input type="checkbox"/>	ONSITE FOLLOW-UP DATE:
<input type="checkbox"/> ANNUAL	<input type="checkbox"/> FOLLOW-UP	STATE ONLY <input type="checkbox"/> CITY ONLY <input type="checkbox"/>	RELATIVE <input type="checkbox"/> FAMILY <input type="checkbox"/>	VCR DUE DATE:
<input type="checkbox"/> INVESTIGATION	<input type="checkbox"/> TRAINING	# CHILDREN PRESENT	# PROVIDERS CHILDREN	# STAFF
<input type="checkbox"/> UNANNOUNCED	<input type="checkbox"/> SAMPLES	EMP./CHILD RECORDS EDUCATION <input type="checkbox"/>	CPSC EDUCATION PROVIDED <input type="checkbox"/>	TRAVEL TIME (MIN.)
The items marked with an "X" identify the violations or problems that need to be corrected.				Child Care Health Consultant Referral? Y
	Description	X	Repeat	Comments/Correction Required
1	PROVIDER AGE / SUPERVISION			
2	PEDIATRIC RESCUE BREATHING CPR/FA			
3	CHILD-STAFF RATIO			
4	STAFF/CHILDREN EXCLUDED WHEN ILL			
5	IMMUNIZATION RECORDS # Enrolled (includes provider's children)			
6	DISASTER AND EMERGENCY PLAN AND COMMUNICATION			
7	SMOKE DETECTOR, FIRE EXTINGUISHER, EXITS			
8	FIRE SAFETY EVACUATION PLAN / POSTING			
9	FOOD SOURCE/FOOD THAWING			
10	FOOD HANDLING/PERSONAL HYGIENE			
11	FOOD TEMPERATURES/THERMOMETERS			
12	FOOD STORAGE/CROSS CONTAMINATION			
13	FOOD CONTACT SURFACES/ SANITIZING			
14	DISHWASHING/SANITIZING			
15	UTENSIL STORAGE			
16	MEDICINES/HAZARDOUS SUBSTANCES			
17	GARBAGE COVERED/REMOVED			
18	PLUMBING/SEWAGE DISPOSAL			
19	WATER SUPPLY/WELL SAMPLED			
20	HANDWASHING FACILITIES			
21	DIAPER CHANGING FACILITIES			
22	FIREARM STORAGE			
23	WATER HAZARDS (POOLS, CANALS...)			
24	SMOKING/ALCOHOL CONSUMPTION			
25	SLEEPING-PLAY AREAS, RESTROOMS CLEAN			
26	HEAT, LIGHT & VENTILATION			
27	OUTDOOR PLAY AREAS			
28	ANIMAL, PET HEALTH/VACCINATION			
29	GENERAL SAFETY			
30	TRANSPORTATION SAFETY			
31	SAFE SLEEP – Alone, on back, CPSC crib			
COMMENTS:				
Referral Date:	Payment Date:	Inspection Passed <input type="checkbox"/> Date:	Inspection Not Passed <input type="checkbox"/> Date:	
Investigation Resolved <input type="checkbox"/> Date:	Investigation Not Resolved <input type="checkbox"/> Date:	Unsubstantiated <input type="checkbox"/>	Substantiated <input type="checkbox"/>	
Signatures	X	X	Date E-mailed /faxed to IDSTARS:	