



## Contracts & Policies During a Public Health Emergency

Contracts and policies are not only a licensing requirement, they are also a sign that you have put time and effort into deciding how you will care for children and operate your business. It is a good practice to review your contracts and policies each year and when changes, such as a declaration of a health emergency, occur.

### What is the purpose of contracts and policies?

Contracts provide details about the partnership you will have with families and details the agreement you have made regarding schedule, tuition fees, how vacations are handled and more.

Policies address access to your program, how drop off and pick up is handled, emergency preparedness plans, sick child plans, curriculum, discipline and guidance, and much more.

### Why do I need update my policies and contracts to include public health emergencies?

A public health emergency often drives the need for programs to update their contract and policies or add an addendum to cover things they have not thought about before or address questions that their current contract and policies cannot answer. Take time now to review your current contract and policies and identify the gaps.

Only when your contracts and policies include wording that references a “public health emergency”, can you include requirements for payment when closed or holding fees if a family chooses not to send their child to care for a period.

### How to talk with families about contract and policy changes

Talking about changes to contracts and policies with current families is not always easy; however, as a licensed child care program, you need to keep your program healthy, safe, and financially stable to remain open.

You might start by saying “I have had to close my program temporarily because of a public health emergency. This could also happen in the future if I am forced to shut down by a government agency, or because I believe it is in the best interest of families to do so to protect everyone during a public health emergency. I’ve updated my contract and policies to address this type of situation.” Or “Due to the public health emergency, I’ve updated my contract and policies to do my best to keep children healthy and safe and stay in business to serve you.” Using the term “public health emergency” instead of “COVID-19” will accommodate future changes and events.

Be sure to have parents read and sign new contracts and policies so you can enforce them. If a family does not agree to sign your new contract language and they have paid you in advance, you must refund fees for unused service.

### Things to consider when writing policies

- Do your illness/exclusion policies align with current state guidelines?
- Have you changed your drop off and/or pick up procedures?
- What will you do if you are short staffed due to illness and cannot maintain ratio?
- Will you allow children to attend your program if someone in their household is in quarantine?
- Will you require children in your program to be tested before they return to care if they have an exposure?
- Will you ask parents to share copies of their child’s public health emergency test results?
- Will your attendance policies differ if families have travelled out of state?

### Things to consider when writing contracts

- Will you allow families to use vacation time during a public health emergency?
- Does your holding fee align with the possibility of a public health emergency?
- Do you need to charge extra for personal protective equipment or supplies such as those listed below?
  - Cleaning supplies and services
  - Gloves and masks
  - Plastic shields at reception area
  - Thermometers

- Do your terms of payment include expectations in the event that you must close your program for a public health emergency? You are free to negotiate different options for individual families.
- If paid in advance, will you
  - Refund the money
  - Refund half the money
  - Not refund the money and continue to charge your normal rate
  - Apply the money to care once you reopen
- If not paid in advance, will you
  - Charge your normal rate
  - Charge half your normal rate
  - Offer a 25% discount
  - Not charge during closures
- When a parent voluntarily keeps their child at home while you are open during a public health emergency, will you
  - Charge your normal rate
  - Charge half your normal rate
  - Offer a 25% discount
  - Not charge during closures

**NOTE: Child Care Aware® of North Dakota does not provide legal advice.  
Please consult with an attorney for more information.**