

Parent-Provider Contracts in Family Child Care Part II



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Sample Family Child Care Contract

Caution: The contract that follows is a sample, not a model; it may contain provisions which are not appropriate for certain providers, and it may not contain others that your program requires. You should modify the contract and/or adapt it for your own use after a review of your specific program and methods of operation. When you settle on the version that seems best for you, you should consider asking a lawyer to review your contract before using it with any parent.

Reminder:

The parent of every child in your care should sign the same basic contract. If you are just starting out, simply include the contract in the initial paperwork. If you are already providing care without a written contract, you could ask current parents to sign a contract and then use the same one with new parents. Make a copy of the signed contracts for the parents and keep the original in your files.

1. Hanson Family Child Care. Provider is a family child care home licensed under the California Department of Social Services to provide day care for up to ____ children. For this purpose, “child care” means non-medical care for children who are in need of personal services, supervision, age-appropriate activities and education. Provider accepts children aged from ____ years through ____ years old.

I, _____ (name), Parent Guardian (circle one) of _____ (child’s name), agree to comply with the following rules and regulations of [name of family child care home or provider] (“Provider”) beginning on _____, 20____.

2. HOURS.

A. Hours of operation

Care hours are _____ a.m. to _____ p.m., _____ through _____. Children may be dropped off or picked up at any time during the specified care hours.

B. Hours of care to be provided.

Care to be provided

Full time _____ Part time _____

Mon.	Tue.	Wed.	Thur.	Fri.
_____	_____	_____	_____	_____

3. FEES. Fees will be paid weekly on Fridays, in advance for the following week. Fees for the first week are due upon signing this contract.

Full time care: \$ _____ per week

Part time care: \$ _____ per day

Deposit: _____ (Paid at the time of enrollment)

4. **ABSENCE POLICY.** Full fee will be charged for all absences.
5. **CHILD ILLNESS POLICY.** Provider reserves the right not to provide care for a child who has an acute illness or whose condition, in the Provider's objective judgment, poses a direct threat (assuming it cannot be reasonably eliminated) to the health and safety of that child or other children or staff in the program. If a child is sent home due to illness, this will be considered an absence in accordance with paragraph 4.

NOTE: This is an optional section that is to be used only by providers who choose to require a deposit. The deposit can equal two weeks of care and may be used in the event that a parent fails to provide notice before withdrawing their child.

6. **WITHDRAWAL OF CHILD BY PARENT.**

6.1 Alternative No. 1: [Remember, this alternative requires parents to pay for withdrawing their child with less than two weeks notice. Please see Appendix C for more detailed information.]

Conditions: This contract may be terminated by Parent only upon two weeks prior written notice.

6.2 Alternative No. 2: [Remember, this is the alternative chosen by providers who choose to charge a deposit at the time of enrollment that can be used to pay provider if parent does not provide at least two weeks notice.]

Conditions: This contract may be terminated by Parent only upon two weeks prior written notice.

Deposit: On the date Parent signs this contract Parent shall pay provider a deposit of two times the amount listed under weekly fee. Failure to provide two weeks prior written notice of termination will result in forfeiture of the deposit.

7. **CANCELLATION BY PROVIDER.**

7.1 Alternative No. 1.: Provider reserves the right to terminate this contract at any time.

7.2 Alternative No. 2:

(a) Immediate Cancellation. Provider may terminate Child's enrollment in Provider's program effective immediately upon written notice to Parent of such termination, if any of the following conditions arise:

(1) In the judgment of Provider, Child's behavior poses significant threat to the physical or mental health or well-being of one or more of the other children at the family child care home, and the Provider is unable to reasonably eliminate the threat. Temporary suspension from the program may be necessary if Provider is unable to reasonably eliminate the threat, until such time as the threat can be eliminated;

(2) Any payment owed by Parent to Provider is not paid within seven (7) days after such payment is due;

(3) Child is picked up late more than two (2) times in any thirty (30) day period.

If provider terminates or suspends Child's enrollment mid-week pursuant to any of the reasons set forth above, Provider will refund a portion of the weekly fee paid by Parent in advance for such week, prorated on a daily basis for the remainder of such week, less any amount still owed Provider by Parent.

(b) Two-Weeks Notice. Provider may terminate Child's enrollment in the family child care home effective upon two (2) weeks prior written notice to Parent if any of the following conditions arise:

(b) Two-Weeks Notice. Provider may terminate Child's enrollment in the family child care home effective upon two (2) weeks prior written notice to Parent if any of the following conditions arise:

- (1) Any of the conditions listed under Section (a) above, provided that Provider has not exercised her right to terminated Child's enrollment immediately;
- (2) In the objective judgment of Provider, Provider's program does not meet the developmental or special needs of Child;
- (3) Parent fails to abide by any other terms of this Agreement; or
- (4) Provider ceases to operate a family child care home.

If Provider terminates Child's enrollment in the family child care home pursuant to this section, Provider will refund a portion of the weekly fee paid by Parent in advance for such week, prorated on a daily basis for the remainder of such week.

8. HOLIDAYS AND PROVIDERS'S SICK TIME AND VACATION. No care will be provided on fifteen paid holidays per year. These holidays will be billed as though care were provided. Providers will also take two weeks unpaid vacation per year. A complete holiday and vacation schedule for the current year will accompany this agreement and the schedule for each new year will be available on _____ (for example, December 1). Provider reserves five (5) paid sick days per year. Provider's sick days may be used only for her own illness or unused at the end of any given year do not roll over into the next year.

9. DUTY TO REPORT CHILD ABUSE.

The parent is hereby advised that under the terms of the California Penal Code, § 11166, Provider and its employees who have knowledge of, or observe the Child in their professional capacity, or within the scope of their employment, whom the parent is hereby advised that under the terms of the California Penal Code § 11166, as a mandated reporter, Provider and its employees who have knowledge of or observe the child in their professional capacity, or within the scope of their employment, whom Provider of the employee knows or reasonably suspects has been the victim of child abuse, or neglect report the known or suspected instance of child abuse to a child protective agency.

- 10 GUIDELINES FOR RELEASING CHILDREN. Provider will only release a child to: 1) parents with legal custody or to the child's legal guardian, or 2) anyone the custodial parent has authorized by prior arrangement with Provider in writing, or 3) police or welfare workers with proper authorization.
11. ADDITIONAL CONSIDERATIONS.
12. ADDITIONAL CONSIDERATIONS. MODIFICATION/ AMENDMENT. Provider reserves the right to modify or amend this agreement upon two (2) weeks written notice of any changes in the basic rates or services, provided that any changes in government-subsidized reimbursement rates shall be effective immediately and do not require any prior notice to Parent. No amendment or modification hereof shall be valid unless it is in writing and signed by all the parties.
13. ENTIRE AGREEMENT. This agreement, together with those documents specifically incorporated herein by reference, contains the entire agreement and understanding between the parties as the subject matter hereof.
14. INVALID PROVISIONS. The invalidity or unenforceability of any provision hereof shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
15. WAIVER. No right under this contract shall be waived merely by delaying or failing to exercise it. Consent to one act shall not be considered consent to any other or subsequent acts. Any waiver of a default under this agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this agreement.
16. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of California

17. THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS AGREEMENT.

Provider Signature _____ Date

Print Provider Name _____ Date

Parent _____ Date

Print Parent Name _____ Date

Parent _____ Date

Print Parent's Name

Los Angeles County Resource & Referral List

<u>Area</u>	<u>Agency</u>	<u>Phone Number</u>
1	Child Care Resource Center (San Fernando Valley)	818/756-3360
2	Child and Family Services	323-427-2700
3	Connections For Children	310-452-3202
4	Crystal Stairs	323-299-0199
5	Center for Community and Family Services (Carson, Compton, Downey, Harbor City, Lomita, Lynwood, Paramount, Rancho Palos Verdes, South Gate, Torrance.)	310-605-1770
6	Child Care Information Service (Pasadena)	626-449-8221
7	Mexican American Opportunity Foundation	323-890-9616
8	Children's Home Society (Long Beach)	310-816-3690
9	Options	626-856-5900
10	Child Care Information Service (Pomona)	909-397-4740

APPENDIX A

A General Principles of Contract Law. A contract is any promise or set of promises that can be enforced by law. Unlike most promises, which you have only a "moral" obligation to keep, a contract is a set of promises that both sides have a legal obligation to fulfill.

In order for an agreement to be binding on both parties, a contract must have 3 elements: 1) an "offer" to make an agreement; 2) an "acceptance" of the offer; and 3) an exchange of something of value, called "consideration."

When you tell a parent that there is space available for her child to begin on a certain date at a set fee and under certain conditions, you have made an offer. If the parent agrees to start care on that day, pay the requested fee, and abide by the conditions, she has accepted your offer. The offer and the acceptance are considered "mutual promises." Consideration is the legal term for the value of what each party exchanges. In this hypothetical situation, both you and the parent are offering something of value (child care and money). Where there is an offer, an acceptance, and consideration on both sides, the law will recognize a binding contract.

NOTE: There are two common misconceptions about contract law, which often lead to confusion. First, many people mistakenly believe that a contract must be in writing in order to be binding. Although it is always preferable to put a contract in writing, oral contracts are perfectly enforceable, so long as they meet the above requirements. A second misconception is that only agreements involving an exchange of money are enforceable contracts. In fact, anything of value may be exchanged, including services.

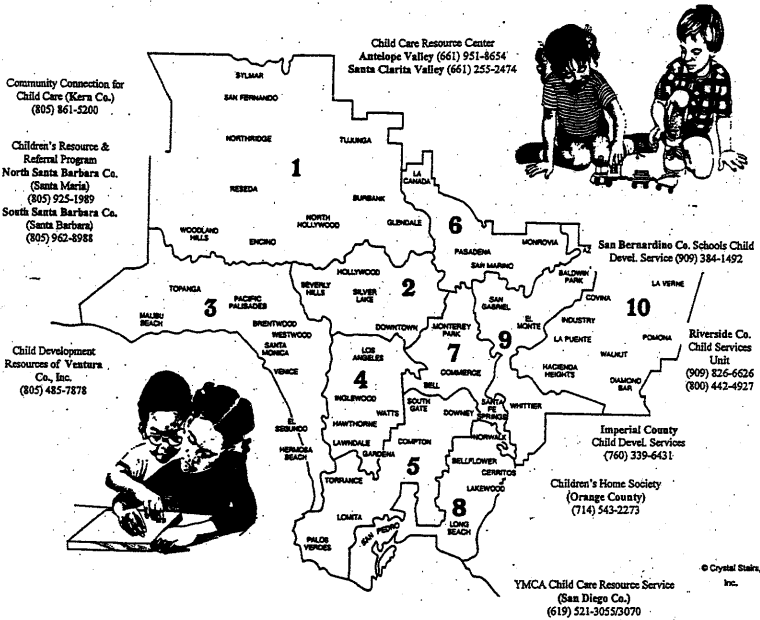
If either party to a contract fails to fulfill its obligations under the contract, they subject themselves to potential legal penalties.

"Breaking" the contract is called a "breach," and the potential penalties are called "damages" for the breach. The damages incurred for a breached contract are the sums of money that must be paid to the other party for the financial harm caused by the breach. For example, if a parent withdraws his/her child from your program without providing you with the two-weeks notice required in your parent-provider contract, the parent would be liable to you for two weeks worth of fees.

APPENDIX B:

RESOURCE & REFERRAL MAP

SOUTHERN CALIFORNIA CHILD CARE RESOURCE AND REFERRAL SERVICES



KEY TO L.A. COUNTY MAP:

- | | |
|---|----------------|
| 1. CHILD CARE RESOURCE CENTER (SAN FERNANDO VALLEY) | (818) 256-1020 |
| 2. PATHWAYS L.A. | (213) 427-2700 |
| 3. CONNECTIONS FOR CHILDREN | (310) 452-3202 |
| 4. CRYSTAL STAIRS | (323) 299-0199 |
| 5. CENTER FOR COMMUNITY AND FAMILIES | (310) 605-1770 |
| 6. CHILD CARE INFORMATION SERVICE (PASADENA) | (626) 449-8221 |
| 7. MEXICAN AMERICAN OPPORTUNITY FOUNDATION | (323) 890-9616 |
| 8. CHILDREN'S HOME SOCIETY (LONG BEACH) | (310) 816-3690 |
| 9. OPTIONS | (626) 856-5900 |
| 10. CHILD CARE INFORMATION SERVICE (POMONA) | (909) 397-4740 |

Resource & Referral Centers

Pathways

3550 W. Sixth Street 500 , Los Angeles, CA 90020
Tel: 213-427-2700, Fax: 213-427-2701

Center for Community and Family Services

649 Albertoni Street 201, Carson, CA 90745
Tel: 310-605-1770, Fax: 310-537-7589

Child Care Information Service

2968 Mataro Street, Pasadena, CA 91107
Tel: 626-449-8221, Fax: 626-449-8296

Child Care Information Service - Pomona

1460 E. Holt Avenue, Suite 132, Pomona, CA 91767-5861
Tel: 909-397-4740, Toll Free: 800-822-5777, Fax: 909-620-5267

Child Care Resource Center

16650 Sherman Way, Van Nuys, CA 91406
Tel: 818-256-1020, Fax: 310-452-3984

Crystal Stairs, Inc.

650 W. Adams Avenue Suite 100, Los Angeles, CA 90007
Tel: 323-299-8998, Fax: 323-421-2489

Mexican American Opportunity Foundation

972 S. Goodrich Blvd., Commerce, CA 90022
Tel: 323-890-1555, Fax: 323-890-1730

Options - A Child Care and Human Service Agency

13100 Brooks Dr. Suite 100, Baldwin Park, CA 91706
Tel: 626-856-5900, Fax: 626-960-6083

APPENDIX C

Withdrawal of Child by Parent. This provision has two components which require that parents give you notice before they remove their child from your program; and attempt to ensure that you will receive some compensation if they fail to give you the required notice.

NOTE: Requiring notice is common and should be enforced by a court.

However, the law is not as clear with respect to specifying a particular amount of money to be paid if notice is not given. Therefore, before you decide to include such a clause, please read this rather lengthy explanation.

In the vast majority of contract disputes that end up in court, a judge's role is two-fold: to determine which party "breached" the contract (that is who is at fault), and then to decide how much money the other party lost as a result of the breach. The goal in awarding a monetary judgment is to "make the other party whole," or to put the party in the same position financially as he/she would have been in had the contract been performed. The goal is not to give one party a windfall at the expense of the other party.

Courts do not like "forfeiture clauses," i.e., provisions that call for the automatic payment of a certain amount of money to one party just because the contract is breached. Rather, a court will look at all the facts and determine how much harm was actually caused, and compensate accordingly.

For some contracts, because of their nature, it would be very difficult to actually assess the monetary damage that would occur in the event of a breach. An example of this type of contract might be an agreement to purchase a unique item, that is not

available on the market. If the contract were breached, the buyer could not simply turn around and buy it from someone else at a higher price (if she could, her damages would be easily calculable: the difference between the contract price and the price she actually had to pay). In this type of case, the parties want to agree at the outset on a set amount of money to be paid if one party breaches. This is called a "liquidated damages" clause.

Civil Code, 1671 places limits on the use of these clauses. Courts will scrutinize them to be sure that the parties agreed at the time the contract was made that the damages would be difficult to calculate down the road. If that does not appear to be the case, judges decide that the clause looks like a "penalty" for breach rather than an attempt to determine a reasonable amount of damages, and will invalidate it.

Thus, as with all court cases, this is a matter of judicial interpretation, and individual judges will arrive at different decisions.

ALTERNATIVE 1: This provision in alternative 1 in the Sample Contract includes a liquidated damages clause which, for the reasons outlined above, may not be enforceable. The statement that the parties agree that actual damages would be difficult to assess may make it more likely that a judge would uphold it. On the other hand, the judge may decide independently that actual damages are easy to calculate, i.e., the amount Provider would have earned if the contract had been performed. Even if the liquidated damages clause is found invalid, that does not mean your entire notice clause is unenforceable. The court will simply decide if the notice provision was violated, and if so, ignore the penalty portion and determine how much money you actually lost because of the breach.

NOTE: This alternative requires provider to go to court to collect from the parent if two weeks notice is not given.

ALTERNATIVE 2: Although the clause included in the Sample Contract under alternative 2 is not labeled "liquidated damages," a court may very well find that it has the same effect (which it does). The absence of the clause "Parent and Provider agree that it would be impracticable and extremely difficult ..." increases the likelihood that a court would invalidate this provision. Another potential drawback to including this requirement in a contract is that many parents may not have that much cash available to them up front. However, this alternative does have an important advantage over Alternative 1, that if a parent withdraws her child without two weeks notice, the provider already has the deposit in his/her possession and it is the parent who would then need to go to court to try to get the deposit back.

Two caveats:

- (1) A provider deciding to use one or the other of these provisions should be sure to fit it into his/her existing contract in such a way that the paragraph numbers referenced in particular sections correspond accurately to the paragraph numbers in the rest of the contract.
- (2) **None of this language is foolproof!** A judge may refuse to award a pre-arranged amount of money and opt instead for calculating the amount of money actually lost by the provider. In either case, assuming the judge makes the calculation correctly, the provider should not be out any money because of the parent's breach of contract.

APPENDIX D

List of Publications

PRICES SUBJECT TO CHANGE

- 1. Proyecto Legal de Cuidado de Niños/Child Care Law Project.**
Description of Child Care Law Project in English and Spanish.
Free of charge.
- 2. Family Child Care Providers' Rights & Responsibilities.**
Pamphlet covering Zoning, Landlord/Tenant, Contracts,
Licensing, Child Abuse Reporting, Tax Issues and Insurance.
\$3.00
- 3. Los Derechos y Responsabilidades de Operadoras de
Guarderías Caseras.** Spanish language version of Family
Child Care Providers Rights & Responsibilities pamphlet.
\$3.00
- 4. AIDS in Child Care Settings.** Pamphlet examining the legal
responsibilities of child care providers who care for children
who have AIDS or are HIV-infected (including confidentiality
and discrimination). \$3.00
- 5. Preguntas y Respuestas Sobre El SIDA en Guarderías de
Niños.** Spanish language version of AIDS in Child Care
Settings. \$3.00
- 6. Child Care and Zoning.** Pamphlet covering State law restrictions
on local (city) regulation of large family child care homes and
centers. Includes examples of local child care ordinances and
recommended actions for child care providers. \$3.00
- 7. Guidelines for Releasing Children.** Pamphlet covering parents
or guardians legal access to the child in case of separation,
divorce, domestic violence or when parents are not married.
\$3.00

FAMILY CHILD CARE HOME NOTIFICATION OF PARENTS' RIGHTS

PARENTS' RIGHTS

As a Parent/Authorized Representative, you have the right to:

1. Enter and inspect the family child care home without advance notice whenever children are in care.
2. File a complaint against the licensee with the licensing office and review the licensee's public file kept by the licensing office.
3. Review, at the family child care home, reports of licensing visits and substantiated complaints against the licensee made during the last three years.
4. Complain to the licensing office and inspect the family child care home without discrimination or retaliation against you or your child.
5. Be notified and receive, from the licensee, a written notice that lists the name of any person not allowed in the family child care home while children are present. (*NOTE: This notice is only required when the Department has, in writing, excluded someone from the family child care home on or after January 1, 2001.*)
6. Request in writing that a parent not be allowed to visit your child or take your child from the family child care home, provided you have shown a certified copy of a court order.
7. Receive from the licensee the name, address and telephone number of the local licensing office.

Licensing Office Name: Department of Social Services/Community Care Licensing

Licensing Office Address: 1000 Corporate Ctr. Dr., #200-B, Monterey Park, CA 91754

Licensing Office Telephone #: (323) 981-3350
8. Be informed by the licensee, upon request, of the name and type of association to the family child care home for any adult who has been granted a criminal record exemption, and that the name of the person may also be obtained by contacting the local licensing office.
9. Receive, from the licensee, the Caregiver Background Check Process form.

NOTE: CALIFORNIA STATE LAW PROVIDES THAT THE LICENSEE MAY DENY ACCESS TO THE FAMILY CHILD CARE HOME TO A PARENT/AUTHORIZED REPRESENTATIVE IF THE BEHAVIOR OF THE PARENT/AUTHORIZED REPRESENTATIVE POSES A RISK TO CHILDREN IN CARE.

LC 995A (5/98)P (200)

(Detach Here - Give Upper Portion to Parents)

ACKNOWLEDGEMENT OF NOTIFICATION OF PARENTS' RIGHTS (Parent/Authorized Representative Signature Required)

I, the parent/authorized representative of _____, have received a copy of the "FAMILY CHILD CARE HOME NOTIFICATION OF PARENTS' RIGHTS" and the CAREGIVER BACKGROUND CHECK PROCESS form from the licensee.

Name of Family Child Care Home

Signature (Parent/Authorized Representative)

Date

NOTE: This Acknowledgement must be kept in child's file and a copy of the Notification given to the parent/authorized representative.

LC 995A (5/98)P (200)

IDENTIFICATION AND EMERGENCY INFORMATION DAY CARE CENTERS

To Be Completed by Parent or Guardian

CHILD'S NAME	LAST	MIDDLE	FIRST	SEX	TELEPHONE
ADDRESS	NUMBER	STREET	CITY	STATE	ZIP
FATHER'S NAME	LAST	MIDDLE	FIRST	BUSINESS TELEPHONE	
HOME ADDRESS	NUMBER	STREET	CITY	STATE	ZIP
MOTHER'S NAME	LAST	MIDDLE	FIRST	BUSINESS TELEPHONE	
HOME ADDRESS	NUMBER	STREET	CITY	STATE	ZIP
PERSON RESPONSIBLE FOR CHILD	LAST NAME	MIDDLE	FIRST	HOME TELEPHONE	BUSINESS TELEPHONE

ADDITIONAL PERSONS WHO MAY BE CALLED IN EMERGENCY

NAME	ADDRESS	TELEPHONE	RELATIONSHIP

PHYSICIAN OR DENTIST TO BE CALLED IN EMERGENCY

PHYSICIAN	ADDRESS	MEDICAL PLAN AND NUMBER	TELEPHONE
DENTIST	ADDRESS	MEDICAL PLAN AND NUMBER	TELEPHONE

IF PHYSICIAN CANNOT BE REACHED, WHAT ACTION SHOULD BE TAKEN?

- CALL EMERGENCY HOSPITAL OTHER EXPLAIN _____

NAMES OF PERSONS AUTHORIZED TO TAKE CHILD FROM THE FACILITY (CHILD WILL NOT BE ALLOWED TO LEAVE WITH ANY OTHER PERSON WITHOUT WRITTEN AUTHORIZATION FROM PARENT OR GUARDIAN)

NAME	RELATIONSHIP

TIME CHILD WILL BE CALLED FOR

SIGNATURE OF PARENT OR GUARDIAN

DATE

TO BE COMPLETED BY FACILITY DIRECTOR/ADMINISTRATOR

DATE OF ADMISSION

DATE LEFT

PERSONAL RIGHTS**Child Care Facilities**

Personal Rights. See Section 101223 for waiver conditions applicable to Child Care Centers.

(a) Child Care Facilities. Each child receiving services from a child care facility shall have rights which include, but are not limited to, the following:

- (1) To be accorded dignity in his/her personal relationships with staff and other persons.
- (2) To be accorded safe, healthful and comfortable accommodations, furnishings and equipment to meet his/her needs.
- (3) To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse, or other actions of a punitive nature, including but not limited to: interference with daily living functions, including eating, sleeping, or toileting; or withholding of shelter, clothing, medication or aids to physical functioning.
- (4) To be informed, and to have his/her authorized representative, if any, informed by the licensee of the provisions of law regarding complaints including, but not limited to, the address and telephone number of the complaint receiving unit of the licensing agency and of information regarding confidentiality.
- (5) To be free to attend religious services or activities of his/her choice and to have visits from the spiritual advisor of his/her choice. Attendance at religious services, either in or outside the facility, shall be on a completely voluntary basis. In child care facilities, decisions concerning attendance at religious services or visits from spiritual advisors shall be made by the parent(s) or guardian(s) of the child.
- (6) Not to be locked in any room, building, or facility premises by day or night.
- (7) Not to be placed in any restraining device, except a supportive restraint approved in advance by the licensing agency.

THE REPRESENTATIVE/PARENT/GUARDIAN HAS THE RIGHT TO BE INFORMED OF THE APPROPRIATE LICENSING AGENCY TO CONTACT REGARDING COMPLAINTS, WHICH IS:

DEPARTMENT OF SOCIAL SERVICES

NAME

COMMUNITY CARE LICENSING DIVISION, L.A. CHILD CARE EAST

ADDRESS

1000 CORPORATE CENTER DRIVE, SUITE 200-B

CITY

MONTEREY PARK, CA.

ZIP CODE

91754

AREA CODE/TELEPHONE NUMBER

(323) 981-3350

DETACH HERE

TO: PARENT/GUARDIAN/CHILD OR AUTHORIZED REPRESENTATIVE:

PLACE IN CHILD'S FILE

Upon satisfactory and full disclosure of the personal rights as explained, complete the following acknowledgment:

ACKNOWLEDGMENT: I/We have been personally advised of, and have received a copy of the personal rights contained in the California Code of Regulations, Title 22, at the time of admission to:

(PRINT THE NAME OF THE FACILITY)		(PRINT THE ADDRESS OF THE FACILITY)	
(PRINT THE NAME OF THE CHILD)			
SIGNATURE OF THE REPRESENTATIVE/PARENT/GUARDIAN			
(TITLE OF THE REPRESENTATIVE/PARENT/GUARDIAN)			(DATE)

LIC 813A (ENR067) (4/88)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
COMMUNITY CARE LICENSING

**CONSENT FOR EMERGENCY MEDICAL TREATMENT-
Child Care Centers Or Family Child Care Homes**

AS THE PARENT OR AUTHORIZED REPRESENTATIVE, I HEREBY GIVE CONSENT TO

_____ TO PROVIDE ALL EMERGENCY MEDICAL OR DENTAL CARE
PRESCRIBED BY A DULY LICENSED PHYSICIAN (M.D.) OSTEOPATH (D.O.) OR DENTIST (D.D.S.) FOR

_____ THIS CARE MAY BE GIVEN UNDER WHATEVER
CONDITIONS ARE NECESSARY TO PRESERVE THE LIFE, LIMB OR WELL BEING OF THE CHILD NAMED
ABOVE.

CHILD HAS THE FOLLOWING MEDICATION ALLERGIES:

DATE

PARENT OR AUTHORIZED REPRESENTATIVE SIGNATURE

HOME ADDRESS

HOME PHONE

()

WORK PHONE

()

LIC 427 (ENG/SP) (4/98) (CONFIDENTIAL)

CSP 00 44760

Suggested text:

Authorization to Consent to Medical Care and Dental Care

I, the undersigned, am either parent, if both parents have legal custody, or the parent or person having legal custody, or the guardian, of _____, a minor (the "Minor"), and hereby authorize _____ [identify adult into whose care the Minor has been entrusted] (the "Authorized Person") of the _____ [identify facility - e.g., name of day care facility] to consent to any X-ray examination, anesthetic, medical or surgical diagnosis or treatment, and hospital care for the Minor under the general or special supervision and upon the advice of or to be rendered by a physician and surgeon licensed under the California Medical Practice Act, and to consent to any X-ray examination, anesthetic, dental or surgical diagnosis or treatment, and hospital care for the Minor by a dentist licensed under the California Dental Practice Act. This authorization is given pursuant to the provisions of Section 6910 of the California Family Code.

_____ Date: _____, 200_

Optional additional text explained in covering note:

The undersigned hereby request payment and assign any benefits due under the terms of any policy or policies of insurance that may cover any hospital, physician and/or dentist services to be paid directly to the hospital, physician and/or dentist billing for such services, but not to exceed the provider's regular charges for such services. The undersigned hereby authorize the release of the Minor's medical and dental records and of any other information necessary to act on the foregoing request and assignment. The undersigned hereby accept personal responsibility to pay all hospital, physician and dentist charges, and related emergency charges, and acknowledge that the undersigned, and not any insurance company, will be responsible for payment of all charges arising out of any medical care or dental care to which any of the Authorized Persons consents pursuant to this authorization.