

**Department of Defense (DoD) In-Home Child Care Fee Assistance Pilot
Provider Agreement Form**

ELIGIBILITY: Department of Defense (DoD) In-Home Child Care Fee Assistance providers must be a US citizen, at least 18 years of age, hold a high school diploma or equivalent and be able to read, speak and write English. Providers must have favorable Background Checks and complete required training within the established timeframes.

Each statement requires the Provider's initials. A signature is required by the In-Home Child Care Provider.

IN-HOME CHILD CARE PROVIDER CERTIFICATION: Please read carefully, check all boxes, sign and date in designated area, acknowledging that you understand and agree to follow all policies and procedures below. Please note that falsification, fraudulence, misrepresentation, or failure to comply with the DoD In-Home Child Care Fee Assistance Pilot Provider Agreement could result in suspension or cessation of DoD In-Home Child Care Fee Assistance Pilot Program.

Name of In-Home Child Care Provider

Family Name

Name of Child

Name of Child

Name of Child

**Department of Defense (DoD) In-Home Child Care Fee Assistance Pilot
Provider User Agreement**

I CERTIFY THAT:

___ All information submitted in this application is true and correct. Any misrepresentation of this information may result in reclaiming any money paid for child care and may result in prosecution under applicable State and Federal laws. See 18 U.S.C. § 1001.

ELIGIBILITY:

___ I understand that when requested by Child Care Aware® of America (CCAOA), I must provide documentation that I meet the requirements to serve as a Department of Defense (DoD) In-Home Care Child Care Fee Assistance (IHCC) Provider.

___ I verify that I am at least 18 years of age, hold a high school diploma or equivalent, and I am able to read, speak and write English.

___ I verify that I am a US Citizen.

___ I verify that I am not a relative of the Service Member's family (which includes a spouse, grandparent, aunt, uncle, older sibling, etc.).

___ I understand that CCAoA will approve my participation in the program, and I will not receive fee assistance from CCAoA until my application is approved and I meet all the requirements outlined to participate in the DoD IHCC Pilot Program.

___ I understand that I may be interviewed and have reference checks completed on me, by the family I am working with, prior to starting as I will be serving as their employee.

REQUIREMENTS:

___ I understand that CCAoA will conduct background checks on me.

___ I understand that I must favorably complete the following requirements for the background check: (1) Fingerprint-Based FBI Criminal History Background Check, (2) State Criminal History Repository Check, (3) State Child Abuse and Neglect Repository Check, and (4) State/National Sex Offender Registry Check. All background checks must be current and no more than 5 years old.

___ I understand that if unfavorable information is reported on the background checks, CCAoA will determine through an adjudication process if I am permitted to continue to provide services for the DoD IHCC Pilot Program.

___ I understand that I will complete all required training established by the DoD and CCAoA. All pre-service training must be completed within 45 days of receiving this agreement, background checks within 90 days of receiving this agreement, and additional in-service training completed in the first 90 days of service. Failure to complete the training could forfeit my participation in the DoD In-Home Child Care Fee Assistance Pilot Program.

___ I understand that I am responsible for reporting all training completion to CCAoA.

___ I understand that training received from another entity will need to be verified by CCAoA and may not be approved.

___ I understand and agree that I must maintain current CPR and First Aid certification, complete background checks every five years, and attend on-going trainings that are required by the DoD IHCC Pilot Program.

_____ I understand that CCAoA or its subcontracted partners will make quarterly home visits to provide program oversight and ensure program compliance for the DoD IHCC Pilot Program, and I must provide access to the home in which I am providing services. In-home provider standards used during the visit will be provided, which include, but are not limited to: covering of electrical outlets, cleaning supplies kept out of reach of children, medications kept out of reach of children, medication logs (if applicable), and firearms, if any, out of reach of children and not in view.

_____ I understand that if I refuse to allow CCAoA and/or CCAoA's local subcontractor agency to conduct the scheduled in-home visit, I may forfeit my participation in the DoD IHCC Pilot Program.

_____ I understand that my employer will be notified of the monitoring visit prior to the visit occurring.

FEE ASSISTANCE:

_____ I understand that I will set my fee/salary with my employer and my employer is responsible for paying employer Social Security and Medicare taxes.

_____ I understand that I will be responsible for paying the appropriate taxes on the income received from the parent(s) and CCAoA.

_____ I understand that fee assistance will not be issued to me if I am disqualified.

_____ I understand that fee assistance will only include my services for child care and will not include other duties assigned by the employer such as housekeeping outside the normal child care housekeeping duties (i.e. preparing meals for the children, cleaning up after meals, etc.).

_____ I understand that I am required to report any instance of suspected child abuse, neglect or maltreatment to CCAoA and appropriate authorities and child protective services.

_____ I understand that as an employee of the family, if I decide to resign from my position, I must notify my employer (the family) of my resignation. I must also notify CCAoA of my resignation.

POLICIES:

_____ I understand and agree that universal precautions should be used to protect the health of the child(ren), family, and myself as provider.

_____ I understand and agree that child(ren) cannot be left unattended during child care.

_____ I will only use appropriate, positive discipline techniques when caring for the children in my care. I will not use corporal punishment.

_____ I will adhere to the "Touch Policy" as approved by DoD, which is as follows: In-home child care providers will speak with the children's parents to determine what the Touch Policy should be. In general, children may be touched when it is appropriate, respectful, and makes the child feel positive, but they will not be touched when that is their preference or their parent's preference. In-home child care providers will maintain open communication with families to ensure the Touch Policy as it is planned and implemented is healthy for development, appropriate, and respectful of the child(ren)'s individual characteristics and cultural experience.

_____ I understand that I may only care for my employer's children who are enrolled in the DoD IHCC Pilot Program. I understand and agree that in-home child care is not authorized for children outside of the immediate family (e.g. neighbors, family friends, cousins, children of friends, etc.).

_____ I understand that I may not care for my own children, other persons or pets in my employers' home during DoD IHCC Pilot Program.

_____ I understand and agree that consumption of, being under the influence of, or in possession of alcohol or illegal drugs is not permitted while providing child care. Likewise, I agree to not be under the influence of any

legal drugs, which may impair my abilities as a child care provider, including any drugs that may cause excessive drowsiness.

_____ I understand and agree that communication with parents and CCAoA is a necessary component in being an in-home child care provider for this program.

_____ I understand that if the family has a child with special needs I am responsible to work with my employer ensuring I receive training to meet the individual needs of the child. This may include medication dispensation and other special needs required to care for the child.

_____ I understand and agree that I will ensure I receive instructions from the family on the proper care required for each child before care begins. This includes the use of any adaptive apparatus or other necessary accommodations.

_____ I understand and agree that I will identify with each family I serve the location of the emergency information and medical release for each eligible child being cared for prior to the provision of care. I will carry with me the necessary emergency information on any outings with the child(ren).

_____ I understand and agree that I must inform CCAoA staff immediately in the case of serious injuries, accidents, or incidents including, but not limited to, those requiring hospital attention. For all injuries, accidents, or incidents, I agree to complete an incident/accident report and submit this to the parent upon their return.

_____ I understand and agree that written instructions and permission from the parent/guardian using the Authorization for Medication Administration form are required prior to my administering any medication during child care. I understand that I cannot administer any medication that is expired or that is not in its original container with the child's name clearly labeled during child care. I agree to record all medication administered on the Medication Administration Log for that family and maintain a copy of this log in the family's home.

_____ I understand and agree that I will discuss and determine with the family the tasks that are directly related to the care and supervision of the child(ren) in care (e.g., preparing breakfast/lunch/dinner for the children in my care and cleaning up afterwards, bringing out toys and putting them away afterwards, etc.).

_____ I understand and agree that DoD IHCC pilot program can only be provided in the family's home and cannot be provided in my own home or another person's home.

_____ I understand and agree that with permission from the family, I can take the child(ren) to public venues such as parks, libraries, etc. I will ensure the safety of the child(ren) on these outings.

_____ I understand and agree that transporting children is not authorized unless approved by the parents. I will submit to the parents my license and insurance information as required in the event I will be transporting the children.

_____ I understand and agree that sleeping during child care is only authorized when providing overnight care. In the event of overnight care, I agree to discuss with the parents my sleeping arrangements prior to providing overnight care. I agree to ensure this discussion covers topics including, but not limited to where to sleep, whether there is a child monitor available in the sleeping area, and at what point the parents are comfortable with a provider going to sleep (e.g., after the children have been asleep for 30 minutes or longer).

_____ I understand and agree to maintain a professional demeanor and relationship at all times with all members of the families for whom I provide child care. This includes maintaining appropriate boundaries, maintaining client confidentiality, and remaining neutral in all family disputes.

_____ I understand and agree that child care occurs in the family's home. Therefore, I agree to no unauthorized possession of, use of, or misappropriation of property, equipment or funds of the family. I

understand this includes use of electronic devices such as family computers or phones during child care services.

_____ I agree to notify CCAoA within 24 hours when a child stops receiving care for any reason.

_____ I understand and agree it is my responsibility to notify CCAoA in advance of all changes to my address and/or contact information. I further understand that should I move; I must update my address and W-9 with CCAoA in order to receive my 1099 tax form in a timely fashion.

ATTENDANCE RECORDS:

_____ 1. I agree to follow the DoD IHCC Pilot Program Attendance Sheet Guidelines as delineated below.

_____ A. I understand that any falsification, fraudulence or misrepresentation of child care hours will result in my having to repay money to which I am not entitled. I further understand that any such misrepresentation of information may also result in a legal action against me. Additionally, I will be removed from future participation in DoD IHCC Pilot Program.

_____ B. I understand and acknowledge that if it is suspected that I have submitted an attendance sheet(s) with false and/or fraudulent information (e.g., invoiced hours of care that were not provided to the family) or have otherwise misrepresented any information that action(s) will be taken which may include, but are not limited to, the following: interruption and/or cancellation of provider's care to a family or families; discussion and review of attendance sheet history with all connected families; and interruption of payments.

_____ C. I understand and acknowledge that if it is determined that I have submitted an attendance sheet(s) with false and/or fraudulent information (e.g., invoiced hours of care that were not provided to the family) or have otherwise misrepresented any information the action(s) will be taken which may include, but are not limited to, the following: request for restitution of all falsified payments; permanent deactivation of my participation in DoD IHCC Pilot Program; and legal prosecution in a court of law for recovery of unwarranted payments.

_____ D. I agree to complete, ensure accuracy of, sign and date the attendance sheet each month. I understand that before payment can be rendered, parents must sign and date the attendance sheet.

_____ E. I understand that parents cannot sign the attendance sheet in advance of the provision of care. I understand that signatures cannot precede the last date of care.

_____ F. I agree that I will submit the monthly attendance record NO LATER THAN 30 days after the last day of service provided. Upon receipt of the fee assistance payment, providers will have 45 days to reconcile any payment issues or disputes, granted that the provider submitted the attendance sheet within 30 days of services rendered. Accurate and complete attendance records are processed no later than ten (10) business days from the date received by Child Care Aware® of America.

_____ G. I agree to write both the Provider ID and Family ID on the attendance sheets.

_____ H. I agree to write the child's complete full name on the attendance sheet as it appears on the "Certificate of Approval"; no nicknames will be accepted.

_____ I. If I have problems with an attendance sheet, I will contact Child Care Aware® of America immediately.

COVID-19 PRECAUTIONS:

_____ I recognize and understand COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that the provision of child care carries with it certain inherent risks related to transmission of communicable diseases ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. By my

signature below, I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense for myself and my minor children arising from such Inherent Risks.

_____ I will only schedule and provide child care in accordance with current applicable federal, state, local and Center for Disease Control (CDC) guidelines concerning COVID-19.

_____ I will not schedule or provide child care if I or a member of my family have tested positive for COVID-19, until we have completed the necessary recovery directives and been cleared by a doctor.

_____ I will not schedule or provide child care if I or a member of my family have symptoms of COVID-19, highlighted by the CDC (see CDC's updated "Symptoms of Coronavirus"), until we have completed the quarantine period currently recommended by the CDC or received a diagnosis from a doctor that the symptoms I or a member of my family have are not COVID-19 related following testing for COVID-19.

_____ I will not schedule or provide child care if I or a member of my family have recently come in contact with someone who is known to have tested positive for COVID-19 until we have completed the quarantine period currently recommended by the CDC.

_____ I will work with my employer to determine appropriate precautions to take based on the needs of the child care services provided and in accordance with current CDC guidelines (including, but not limited to, wearing gloves, healthy hygiene practices, disinfectant uses, self and child monitoring symptoms, etc.).

_____ I understand I am required to wear a face mask or covering (see CDC's "How to Wear Cloth Face Coverings") during child care in accordance with current CDC guidelines concerning COVID-19.

INDEMNIFICATION CLAUSE:

_____ I shall indemnify, hold harmless and defend CCAoA (including its officers, directors, employees, sub licenses, customers, agents), CCAoA's subcontractor partners who monitor DoD In-Home Child Care Fee Assistance Pilot Program, each family and child for whom I provider in-home care, the United States Department of Defense, the Non-appropriated Fund Instrumentality (NAFI) of the United States Government (including its agents, representatives, employees, outlets, and customers) and the United States Government from and against any and all claimed or established liability, losses, damages, expenses, demands, suits, and judgments (as well as attorney's fees) from claims for damages, bodily injury, illness, or death arising out of any acts or omissions (including those related to COVID-19) by myself or my family, including but not limited to claims by or on behalf of DoD In-Home Child Care Fee Assistance participating children or staff, arising from services rendered or for facilities provided with the operation of DoD In-Home Child Care Fee Assistance.

_____ I have read all of the above and understand its content. By signing below, I acknowledge that I have read and understand these DoD In-Home Child Care Provider Fee Assistance Pilot Provider Agreement Form Policies and Procedures, and Release and Waiver of Liability, and I represent and warrant I agree to comply with them. I understand that any falsification, fraudulence, misrepresentation, or failure to comply with any of the terms of this Agreement will result in penalties that may include, but are not limited to: immediate termination of my fee assistance and of my participation in the DoD In-Home Child Care Fee Assistance Pilot Program, that I may be required to re-pay any money paid to me, and/or prosecution in the court of law. I further acknowledge that I have received a copy of this Agreement.

Print Provider's Name

Signature Provider

Date