

Child Care in Your Home Fee Assistance Pilot Program Parent User Agreement Form

ELIGIBILITY: Single or Dual Active Duty or Single or Dual Guard or Reserve Members on Active Duty, Active Duty or Guard or Reserve Members on Active Duty with a full-time working spouse, Active Duty or Guard or Reserve Members on Active Duty with a spouse enrolled in a post-secondary institution on a full-time basis. Retirement, separation from your branch of service, or Guard and Reserve no longer on Active Duty immediately makes my family no longer eligible.

Note: For the purpose of this Program and IAW with DoDI 6060.02, *Child Development Programs (CDP)*, a spouse who is working 30 hours per week or 100 hours per month, or a spouse working less than 30 hours per week or 100 hours per month and enrolled in a postsecondary educational institution will be considered a full-time working spouse. In the event of a separation or divorce, whereby the child(ren) no longer reside with the Service Member, the non-military spouse is no longer eligible for Department of Defense (DoD) Child Care in Your Home (CCYH) Fee Assistance Pilot Program.

Children, 2 weeks to 5 years of age, are eligible for the CCYH Fee Assistance Program. School-age siblings, 6-12 years of age, may also be eligible for child care services with their qualifying, younger siblings. In signing this agreement, you acknowledge that you understand and agree to comply with the policies and procedures as outlined below in regard to all children and siblings.

FEE ASSISTANCE: The Department of Defense (DoD) will provide fee assistance towards full-time child care costs, defined as a minimum of 30 hours to a maximum of 60 hours of child care weekly. Parents are responsible for their DoD established fee based on their Total Family Income (TFI), fees in excess of 60 hours of care weekly, and all fees over the monthly fee assistance amount. Care is not limited to Monday through Friday or to a particular time of day. This flexibility will allow CCYH providers to be used for rotating shifts and weekend care to meet the non-traditional schedules of military families. Non-traditional work schedules covered by this program will also include Service members or military family members working full-time from home.

Each section requires the Military Sponsor and Spouse/Partner initial their understanding of the proceeding statements. A signature is required by both Military sponsor and Spouse/Partner (when applicable).

PARENT/LEGAL GUARDIAN CERTIFICATION: Please read carefully, initial each line, 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 CCYH Fee Assistance Parent User Agreement could result in suspension or cessation of CCYH Fee Assistance.

Family Name

Name of Child

Name of Child

Name of Child

Name of Child

Name of Child

Name of Child

Name of CCYH Child Care Provider

**Child Care in Your Home Fee Assistance Pilot Program
Parent User Agreement**

I CERTIFY THAT:

- I am the parent or legal guardian of the child(ren) listed and I may be required to submit proof of such in order to participate in the Department of Defense (DoD) CCYH Fee Assistance Pilot Program.
- All information submitted in this agreement 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.

_____ **By initialing, I understand and agree to the proceeding statements in this Certification section.**

ELIGIBILITY:

- CCYH Fee Assistance is a Pilot Program available through Office of the Secretary of Defense (OSD) and administered by Child Care Aware® of America (CCAOA). CCYH Fee Assistance is a separate standalone program and does not fall under any individual service branch. My continued participation in Fee Assistance is subject to the continuation of the program.
- I must submit proof of my continued eligibility for this program when requested. I will notify CCAoA immediately upon any change to the eligibility criteria.
 - My Certificates of Approval are issued based on eligibility when my family's application was processed, and any change in the above listed eligibility criteria immediately impacts my ability to use CCYH Fee Assistance Program.
- This information is being provided to support my request for CCYH Fee Assistance Program used to reduce the cost of child care, and the DoD and CCAoA officials may verify any information on this application at any time they deem necessary.
- I must complete my application and submit all required documents within ten business days of accepting the offer of enrollment. I also understand that I must select a CCYH provider and notify CCAoA within 30 days of accepting the offer of enrollment.
- I authorize my local agency monitor, CCAoA Staff, and the CCYH providers, to exchange information regarding my child and my program eligibility as is necessary to secure and maintain CCYH Fee Assistance. This includes, but is not limited to, general medical information.
- The CCYH Fee Assistance Pilot Program is not an entitlement.
- All program policies and guidelines are set forth by DoD, including but not limited to sponsor status, provider eligibility, schedule of care, number of hours of care, etc. CCAoA serves only as the program administrator. If I do not meet the minimum requirements set forth by DoD, then I am not eligible for the program.
- A provider/family probation or disqualification from the CCYH Fee Assistance Program may result due to significant non-compliance. Fee assistance will not be issued to providers who are disqualified. In order to continue with the CCYH Fee Assistance Program, I must find a new eligible provider.

_____ **By initialing, I understand and agree to the proceeding statements in this Eligibility section.**

PROVIDER REQUIREMENTS:

- I am responsible for finding, hiring and employing my own CCYH provider. I understand CCAoA will not assist me in my child care provider search or provide referrals for potential providers.
- I may use the Expanded Child Care Service, along with other traditional search options, available through Military OneSource to search for child care providers.
- My CCYH provider must be at least 18 years of age, be a United States Citizen or permanent resident eligible to work in the United States, hold a high school diploma or equivalent and be able to read, speak and write English. If my provider does not meet the eligibility requirements or is not qualified for the program, fee assistance will not be approved and provided. For more information on provider eligibility, please visit <https://www.childcareaware.org/>.
- CCAoA is responsible for approving my CCYH provider and I am not eligible for fee assistance until the provider is approved regardless of whether my child was already receiving child care.
- CCAoA will perform background checks on my CCYH provider.
- CCAoA will confirm the Pediatric CPR and First Aid certification of my CCYH provider. CCAoA will also provide access to DoD initial training that includes, but is not limited to, child abuse prevention, identification and reporting, emergency health and safety procedures, Sudden Infant Death Syndrome (SIDS) prevention, child safety and fire prevention, health and sanitation procedures, applicable policy and procedures, and other training as outlined by DoD. The training content will be provided from a DoD sponsored platform.
- A provider screened and trained by another entity may not meet the DoD requirements and therefore will need to meet the eligibility requirements for the CCYH Fee Assistance Program.
- Provider interviews, reference checks and a written contract are highly encouraged.
- Provider may be a family member (which includes a grandparent, aunt, uncle, older sibling, etc.) but cannot be the parent, step-parent or legal guardian of the child(ren).
- CCYH providers related to or not related to my family may reside with my family when hired to provide child care services. Service members as employers must follow the labor and tax laws when employing their live-in provider. CCYH fee assistance only covers a portion of the child care fee and will not encompass the costs related to the provider residing at the Service member's home/residence.
- CCYH providers may care for their own children in the Service members home only when there is a written agreement between the Service member (employer) and the CCYH provider authorizing this arrangement. For the health, safety, and well-being of the children in care, under this agreement the child care ratio may not exceed six children to one adult. This may include no more than two infants or children considered incapable of self-preservation.
- My family may enter into a Nanny Share, defined as "when two or more families enter into an agreement to hire an in-home child care provider to deliver child care services to their child(ren) under a co-arrangement. The families agree to share the cost of the child care provider." The provider must meet all the program requirements and must remain in compliance with the CCYH pilot.
- If I use a Nanny Share, I am responsible for researching the regulatory requirements established for the nanny share within my state and local area. CCAoA will not provide these regulatory requirements. Service members are responsible for researching and following the labor laws applicable to the nanny share arrangement.
- Involved families and their shared providers are responsible for developing nanny share agreements, and will not involve the Department of Defense or CCAoA. I understand when a family decides to end the sharing

agreement, all families are responsible for notifying CCAoA of the change, and the eligible family continuing to employ the provider is responsible for covering all child care costs not covered by CCYH fee assistance.

- Eligible families participating in a sharing agreement will manage all matters regarding the agreement with their provider and will not involve the Department or CCAoA.
- For the health, safety, and well-being of the children in care, under the sharing agreement the child care ratio may not exceed six children to one adult. This may include no more than two infants or children considered incapable of self-preservation.
- The provider is my employee and therefore I am responsible for all income taxes and Social Security, Medicare taxes and other employer requirements, such as federal and state minimum wage requirements. CCAoA will not withhold taxes for my provider as part of fee assistance and is required to provide a 1099 to the child care provider listing the total fee assistance payments made in the given year.

_____ **By initialing, I understand and agree to the above statements in the Provider Requirements section.**

FEE ASSISTANCE:

- All family income of the sponsor and spouse must be reported. Any changes to the income or employment status of the sponsor or spouse must be reported to CCAoA immediately.
- I must disclose Total Family Income (TFI) to determine my fee calculations. DoD Instruction 6060.02, defines TFI to include all earned income, including wages salaries, tips, long-term disability benefits, voluntary salary deferrals, Basic Allowance for Housing Reserve Component/Transit (BAH RC/T) subsistence allowances, in-kind quarters; and subsistence received by a Military Service member, DoD civilian employee, and if applicable, his or her spouse; and anything else of value, even if not taxable, received for services. BAH RC/T and subsistence allowances include the Basic Allowance for Quarters and the Basic Allowance for Subsistence received by military and civilian personnel, when provided (with respect to grade and status), and the value of meals and lodging furnished in-kind to military personnel residing on military bases. TFI calculations must also include quarters' subsistence and other allowances appropriate for the rank and status of military or civilian personnel, whether received in cash or in-kind. Rather than use the BAH listed on an LES, installations must use the non-locality BAH RC/T for all members, regardless of whether they live in government housing or off of the installation. Dual military couples living in government quarters must include BAH RC/T of the senior member only. In locations where Service members receive less than the BAH RC/T allowance, use the local BAH rate. Programs should not include alimony and child support received by the custodial parent, Supplemental Security Income (SSI) benefits received on behalf of the dependent child, reimbursements for educational expenses or health and wellness benefits, Cost of Living Allowance (COLA), temporary duty allowances, or reenlistment bonuses.
- All child care rates reported to CCAoA for fee assistance calculation purposes must include any offered discounts and/or promotions. These discounts must be reported and applied up front at the time of processing. The rates are for child care services only and may not include services such as housekeeping or other such duties required by the family.
- CCAoA will only make fee assistance payments directly to the CCYH provider and not to me.
- Complete approval for fee assistance will not be provided until the provider is deemed eligible and fully qualified (Background Checks are favorably completed and adjudicated, Initial provider training is completed and application for the CCYH Fee Assistance is completed, approved and processed by CCAoA).
- Fee assistance may be provided under a Provisional Approval status while my CCYH provider is being screened or trained at my (the Service Member/Second Parent's) request. However, in order to receive fee assistance under Provisional Approval, the following criteria must first be met: 1) both family and provider must agree to the terms in writing by reviewing and signing respective Statement of Understanding – Provisional Approval

forms, 2) the CCYH provider must complete and submit to CCAoA a favorably adjudicated FBI Fingerprint Background Check, 3) must have initiated all remaining required checks (State Criminal History Repository Check, State Child Abuse and Neglect Registry Check, and State/National Sex Offender Registry Check), 4) must complete all initial orientation training.

- The amount of fee assistance provided per family is based on the fee a family would pay for on-installation care (based on TFI), the CCYH child care provider's monthly rate, and the cumulative provider rate cap up to \$1,800 per child in care full-time and up to \$900 per eligible school-age child (<https://www.childcareaware.org/fee-assistancerespite/dod-families/dod-fee-assistance/>).
- I am responsible for any remaining child care fees after fee assistance has been issued. CCAoA will NOT pay beyond the fee assistance rate. Payment arrangements for the remaining fees will be made directly to my provider and not to CCAoA.
- If I continue to use care after my child(ren) are no longer eligible for this program, I am responsible for the full payment to my provider for services, as I will no longer receive fee assistance.
- Fee assistance will not be backdated prior to submission of my completed application with documents to CCAoA, regardless of whether my child was already in care and the CCYH provider was employed by me. The approved start date for fee assistance is based on when my family completes our application and provides required supporting documentation (NTE 90 days prior to final approval).

_____ **By initialing, I understand and agree to the proceeding statements in this Fee Assistance section.**

POLICIES:

- I must notify CCAoA at least fifteen (15) calendar days before ending the CCYH provider child care services. In cases of emergency, I will notify CCAoA immediately (1-800-424-2246).
- I am required to report any instance of suspected child abuse, neglect or maltreatment to CCAoA, the appropriate authorities and child protective services.
- CCAoA and/or CCAoA's local subcontracted partners will make semi-annual home visits to provide program oversight and ensure program compliance for the CCYH Fee Assistance Program, and I must provide access to the home. If residing on installation, this will include base access for the subcontracted monitor. CCYH 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.
- If I have a child with special needs, I am responsible for training the provider on the specific medical requirements (e.g., medication administration) and any other specific accommodations necessary to care for my child.
- I will not request child care from my CCYH provider to any un-authorized child(ren) (e.g., family friends, neighbors, etc.) unless using a Nanny Share. If using a Nanny Share, only children within the agreement may be present.
- Care administered during CCYH, outside of authorized activities, will be in the military family's home. If using a Nanny Share, the care may be at either family's home.

- Should I choose to schedule overnight CCYH child care, I will discuss provider sleeping arrangements, such as:
 - If there is a child monitor available in the sleeping area.
 - Where the provider will sleep.
 - At what point the provider should go to sleep (e.g., after the children have been asleep for thirty (30) minutes or longer).
- I may not ask the provider to cook, clean or perform other household tasks that are not related to the direct care and supervision of the child(ren) during the provision of child care.
- I will notify CCAoA immediately in the case of serious injuries, accidents or incidents including, but not limited to, those requiring hospital attention.
- I will complete and return to CCAoA all required forms prior to the provision of the CCYH Fee Assistance Program.
- I will complete and keep copies of the following forms in a family notebook in my home and accessible to the provider during the provision of CCYH Fee Assistance:
 - *“Authorization for Medication Administration”* if medication is necessary or required.
 - All medication must be prescription and in the original container with my child’s name clearly labeled.
 - I will complete and sign prior to any medication being dispersed.
 - *“Medication Statement”* if no medication is required.
 - I will list the children for whom no medication will be authorized.
 - *“Emergency Contact and Release Information;”* must list at least one emergency contact
 - *“Consent for Emergency Medical Treatment”* per child.
- I will ensure my provider has contact information for me in the event of an emergency.
- I understand that in the event that I allow my provider to transport my children that I am responsible for verifying proper licensing and insurance of my provider.
- I understand that with my permission, the provider can take my child(ren) to public venues such as parks, libraries, etc.
- I will review, ensure accuracy of, sign and date the attendance sheets for my provider.
- I will not sign a blank or incomplete attendance sheet for my provider.
- I will not sign an attendance sheet in advance of the provision of CCYH child care or before the last day of CCYH child care is provided for that month.
- I will contact Child Care Aware® of America immediately if I have issues.

_____ **By initialing, I understand and agree to the proceeding statements in this Policy section.**

HEALTH AND WELLNESS PRECAUTIONS:

- 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 and other contagious illnesses.

- I will not schedule or provide child care if I or a member of my family has tested positive for a contagious disease or illness such as measles, etc., until we have completed the necessary recovery directives and been cleared by a doctor.

_____ **By initialing, I understand and agree to the above statements in this Health and Wellness section.**

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 the CCYH Fee Assistance Program, my in-home child care providers, 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 in-home child care providers, arising from services rendered or for facilities provided with the operation of CCYH Fee Assistance Program.
- I have read all of the above and understand its content. By signing below, I acknowledge that I have read and understand these CCYH Fee Assistance Parent User Agreement 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 CCYH Fee Assistance Program, that I may be required to re-pay any money paid on my behalf, and/or prosecution in the court of law. I further acknowledge that I have received a copy of this Agreement.

_____ **By initialing, I understand and agree to the above statements in this Indemnification section.**

Please sign and date in designated area, acknowledging that you understand and agree to follow all policies and procedures. Please note that falsification, fraudulence, misrepresentation, or failure to comply with the CCYH Fee Assistance Parent User Agreement could result in suspension or cessation of CCYH Fee Assistance.

Print Sponsor’s Name

Signature Sponsor

Date

Print Spouse’s/Partner Name

Signature Spouse/Partner

Date