

Child Care in Your Home Fee Assistance Pilot Program Provider Agreement Form

ELIGIBILITY: Department of Defense (DoD) requires that Child Care in Your Home (CCYH) Fee Assistance providers must be a United States Citizen or permanent resident eligible to work in the United States, be 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 and maintain favorable Background Checks and complete required training within the established timeframes.

FEE ASSISTANCE: The 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, who are employers of the providers, 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 CCYH Provider’s initials, confirming their understanding of the proceeding statements. A signature is also required by the CCYH Provider.

CHILD CARE IN YOUR HOME PROVIDER CERTIFICATION: Please read carefully, initial each section, 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 Program Provider Agreement could result in suspension or cessation from the CCYH Fee Assistance Pilot Program.

Name of CCYH Provider

Family Name

Name of Child

Name of Child

Name of Child

Name of Child

Name of Child

Name of Child

Child Care in Your Home Fee Assistance Pilot Program 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.

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

ELIGIBILITY:

- The military family for which I provide child care services are my legal employer(s) under this CCYH Fee Assistance Pilot Program.
- Child Care Aware® of America (CCAoA) is not my employer but instead is the administrator of the fee assistance program on behalf of the military.
- When requested by CCAoA, I must provide documentation that I meet the requirements to serve as a CCYH Provider.
- I verify that I am either a U.S. Citizen or a Legal Permanent Resident. A Legal Permanent Resident who is a foreign-born person residing in the United States but not yet an U.S. citizen, who may permanently live and work in the United States, may be hired as a CCYH provider when this individual obtains a Green Card or meets the substantial presence test for the calendar year. These lawful legal permanent residents are entitled to limited rights and benefits as compared to U.S. citizens. The sponsor who hires an individual with a green card must ensure they are following all employment laws. The rules for filing income tax returns and paying estimated tax are generally the same for legal permanent resident as they are for U.S. citizens. The worldwide income of a legal permanent resident is subject to U.S. income tax the same way as a U.S. citizen. If, at the end of the year, a legal permanent resident is married to a U.S. citizen or U.S. resident and files a married filing jointly tax return, the legal permanent resident may be treated as a U.S. resident for tax purposes. For more information on how to make this election, see, <https://www.irs.gov/individuals/international-taxpayers/nonresident-spouse>.
- 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.
- CCAoA will approve my participation in the program, and I will not receive fee assistance from CCAoA until my application is approved (either provisionally or complete approval) and I meet all the requirements outlined to participate in the CCYH Fee Assistance Pilot Program.
- 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. Furthermore, as an employee I understand the family may enter into an employer/employee agreement that lays out the terms of child care, employment, rates, etc.
- I must provide my child care services during the CCYH Fee Assistance Pilot Program in the military family's home and not my own home or anyone else's home. In the case of a Nanny Share arrangement, where you are working with two families, care may be in either military family's home.

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

REQUIREMENTS:

- CCAoA will conduct background checks on me, and that my approval depends on the timely, accurate, and favorable completion of these background checks.
- I must favorably complete and maintain the following requirements for the background checks: (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.
- 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 under the CCYH Fee Assistance Program.
- I will complete all required training established by the DoD and CCAoA. Initial orientation training must be completed as soon as possible, but not to exceed 45 days of receiving this agreement; background checks must be initiated immediately, and results submitted within 90 days of receiving this agreement; and additional initial, orientation training completed within the first 90 days of service. Failure to complete the training could forfeit my participation in the CCYH Fee Assistance Program.
- I am responsible for reporting all training completed to CCAoA.
- Training received from another entity will need to be verified by CCAoA and may not be approved.
- I must maintain current Pediatric CPR and First Aid certification, complete background checks every five years, and attend on-going trainings required by the CCYH Fee Assistance Program.
- 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 military family home in which I am providing services. 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 refuse to allow CCAoA and/or CCAoA's local subcontractor agency to conduct the scheduled CCYH visit, I may forfeit my participation in the CCYH Fee Assistance Program.
- My employer, the military family, will be notified of the monitoring visit prior to the visit occurring.

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

FEE ASSISTANCE:

- I will set my fee/salary with my employer and my employer is responsible for paying employer Social Security and Medicare taxes.
- I will be responsible for paying the appropriate taxes on all income received from the parent(s) (the employer(s)) and from CCAoA (fee assistance administrator) as part of my participation in fee assistance. I understand that I am responsible for coordinating with the parents to understand if they, as employer, are withholding and submitting taxes on my behalf. If taxes are not withheld and submitted by the parents, I understand that these taxes are my responsibility. I understand that taxes will not be withheld by CCAoA, who is not my employer, but simply facilitates fee assistance.
- CCAoA must issue a 1099 annually for all fee assistance paid during each given year to the CCYH provider. I understand that I should coordinate with my employer how this will factor into the employer/employee tax responsibilities.
- Fee assistance will not be issued to me if I am disqualified.

- My reported rate of pay for 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 I must also notify CCAoA immediately of any change to the previously established rate(s) for the family with which I am working.

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

POLICIES:

- Universal precautions should be used to protect the health of the child(ren), family, and myself as provider.
- 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: CCYH 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. CCYH 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 may only care for the military family’s (my employer’s) children who are enrolled in the CCYH Fee Assistance Program. I understand and agree that CCYH child care is not authorized for children outside of the immediate family (e.g. neighbors, family friends, cousins, children of friends, etc.) or those covered in a Nanny Share arrangement.
- I may only care for my own children in my employers’ home during child care under the CCYH Fee Assistance Program if there is a written agreement with the family. 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.
- CCYH providers related to or not related to the military family may reside with the family when hired to provide child care services. Service members and employers must follow the labor and tax laws when employing their live-in provider. CCYH fee assistance only covers the child care fee and will not encompass the costs related to the provider residing at the Service member’s home/residence.
- I 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.”
- Involved providers and the agreed upon families 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, I am 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.
- For the health, safety, and well-being of the children in care, under the Nanny Share 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.
- I am required to report any instance of suspected child abuse, neglect, or maltreatment to CCAoA and appropriate authorities and child protective services.
- 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.

- 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.
- Communication with parents and CCAoA is a necessary component in being a CCYH provider for this program.
- If the family has a child with special needs, I am responsible to work with the family (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 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 will identify with each military 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 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.
- 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 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.).
- 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.
- 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.
- Sleeping during child care hours 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.
- 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.
- 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.

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

ATTENDANCE RECORDS:

- I agree to follow the CCYH Fee Assistance Program Attendance Sheet Guidelines as delineated below.
 - 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 CCYH Fee Assistance Program.
 - 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; discussion and review of attendance sheet history with all connected families; and interruption of payments.
 - 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 that 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 CCYH Fee Assistance Program; and legal prosecution in a court of law for recovery of unwarranted payments.
 - 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.
 - Parents cannot sign the attendance sheet in advance of the provision of care. I understand that signatures cannot precede the last date of care.
 - 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.
 - I agree to write both the Provider ID and Family ID on the attendance sheets.
 - 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.
 - If I have problems with an attendance sheet, I will contact Child Care Aware® of America immediately.

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

- 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.).

_____ **By initialing, I understand and agree to the proceeding 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 Child Care in Your Home Fee Assistance Program, each family and child for whom I provide child care in their home, 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 Child Care in Your Home Fee Assistance participating children or staff, arising from services rendered or for facilities provided with the operation of Child Care in Your Home 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 Child Care in Your Home Fee Assistance 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 Child Care in Your Home Fee Assistance 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

RELEASE AND SHARING OF GENERAL INFORMATION WAIVER:

- I understand that the military family for whom I provide child care is my employer, while Child Care Aware® of America (CCAoA) is the administrator for CCYH Fee Assistance. I further understand that my participation in this program requires the completion of enrollment requirements, delineated in this agreement, and may be separate or similar to requirements by my employer. Due to my employer’s desired interest to participate in the CCYH Fee Assistance Program, my employer maintains a vested interest in my completion of the program’s enrollment requirements. In order for my employer to understand, track, and assist with the completion of my enrollment requirements, they may reach out to myself (the CCYH provider) or CCAoA to obtain an update on my progress. By signing below, I acknowledge and agree that I allow CCAoA’s CCYH Team to share general information about my progress with enrollment requirements to my employer, the military family. I understand that may include, but is not limited to, informing my employer which documents I have completed, which documents remain outstanding, dates of previous communication with CCAoA, list of completed or outstanding training requirements, as well as the overall completion status of background checks (received or outstanding). I further understand this sharing of information is only done with my employer, and only when requested by my employer for the purposes of understanding my completion of program requirements to better understand when they might receive approval for CCYH Fee Assistance.

Print Provider’s Name

Signature Provider

Date