

All fields are required. Both the parent and provider must sign and date.	<b>Maryland State Department of Education/Office of Child Care Child Care Scholarship Program INFORMAL PROVIDER HEALTH &amp; SAFETY STANDARDS &amp; CHILD CARE PROVIDER AGREEMENT</b>	<b>Return To:</b> <a href="mailto:ccs.informalproviders@maryland.gov">ccs.informalproviders@maryland.gov</a>
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Parent Name:	Email:
Provider Name:	Email:
Relative: <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, relationship to child:
Address where child care will be provided:	

Name of Children in Care (Child Care Scholarship)	Date of Birth	Age
<b>SAMPLE ONLY – DO NOT SUBMIT CALL 1-877-277-0125 and request an Informal Child Care Packet.</b>		

Name of Provider's Own Children Under Six (6) Years of Age	Date of Birth

(required - if not applicable, you must indicate N/A)

Name of Other Children in Care (if applicable):	Date of Birth	Related (Yes/No)	If yes, Relationship

(required - if not applicable, you must indicate N/A)

Name of all other residents who live at Provider's Home:	Date of Birth	Related (Yes/No)	If yes, Relationship

(required - if not applicable, you must indicate N/A)

**Directions:** Read each standard carefully. The parent and the provider must initial each item to document that the standard has been reviewed and is met. All standards must be met to authorize informal child care. Non-relative providers will be monitored prior to approval and on a yearly basis to determine compliance with each standard.

<b>SAFETY OF THE HOME STANDARDS</b>	<b>Parent (initial)</b>	<b>Provider (initial)</b>
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<b>Non-Relative Providers ONLY:</b> Basic Health and Safety Training completed by provider prior to being authorized to begin or continue providing child care to a non-relative child.				
<b>Home is free of health and safety hazards:</b>	<b>Parent (initial)</b>	<b>Provider (initial)</b>		
<ul style="list-style-type: none"> <li>Is in good repair</li> </ul>				
<ul style="list-style-type: none"> <li>Is free of insect or rodent infestation</li> </ul>				
<ul style="list-style-type: none"> <li>Is well-lit and well-ventilated</li> </ul>				
<ul style="list-style-type: none"> <li>Has hot and cold running water</li> </ul>				
<ul style="list-style-type: none"> <li>Has a working inside toilet</li> </ul>	<b>SAMPLE ONLY – DO NOT SUBMIT</b>  <b>CALL 1-877-227-0125.</b>  <b>REQUEST AND INFORMAL PROVIDER PACKET</b>			
<ul style="list-style-type: none"> <li>Has utilities for cooking, lighting and heating</li> </ul>				
<ul style="list-style-type: none"> <li>Has a working and safe heating system</li> </ul>				
<ul style="list-style-type: none"> <li>Has a working refrigerator and stove</li> </ul>				
<ul style="list-style-type: none"> <li>Has a working telephone</li> </ul>				
<ul style="list-style-type: none"> <li>Has operational smoke detector(s)</li> </ul>				
<ul style="list-style-type: none"> <li>Has first aid kit/supplies</li> </ul>				
<ul style="list-style-type: none"> <li>Has protective coverings on any electrical outlet that is accessible to children</li> </ul>				
<b>Outdoor Activity Area.</b> There shall be accessible space for outdoor activity that is free from conditions that may be dangerous to the health or safety of children in care.				
The outdoor activity area shall be enclosed to protect children in care from accessible hazards such as a heavily trafficked area, a body of water, or environmental hazards				
Any pool on the premises shall be made inaccessible to children in care and have security features, such as: <ul style="list-style-type: none"> <li>4 ft Fence that surrounds the pool; or</li> <li>Self-closing and self-latching mechanism on the entry/exit way; or</li> <li>Secured Lock; and/or</li> <li>Sensor or alarm on the access door.</li> </ul>				

<b>Harmful items are stored appropriately and away from children:</b>	<b>Parent (initial)</b>	<b>Provider (initial)</b>
<ul style="list-style-type: none"> <li>Sharp or pointed items</li> </ul>		
<ul style="list-style-type: none"> <li>Medications of any kind</li> </ul>		
<ul style="list-style-type: none"> <li>Matches, lighters and flammable products</li> </ul>		
<ul style="list-style-type: none"> <li>Alcoholic beverages</li> </ul>		
<ul style="list-style-type: none"> <li>Guns</li> </ul>		
<ul style="list-style-type: none"> <li>Cleaning agents</li> </ul>		
<ul style="list-style-type: none"> <li>Poisonous substances</li> </ul>		
<b>GENERAL CLEANLINESS STANDARDS</b>	<b>Parent (initial)</b>	<b>Provider (initial)</b>
<b>Rest Furnishings.</b> The home shall have clean linen and adequate furnishings for rest periods that are comfortable, durable, safe reduce the risk of Sudden Infant Death Syndrome and suffocation within the crib/playpen: <ul style="list-style-type: none"> <li>Free of crib bumpers, stuffed animals, quilts, pillows, comforters, sheepskins products</li> </ul>		
Each child shall have an individual place to rest that is not used by any other child or resident unless the linens are changed between users.		
The provider shall furnish for each child approved for care in the home who is: <ul style="list-style-type: none"> <li>Younger than 12 months old, a crib, portable crib, or playpen; or</li> <li>At least 12 months old and younger than 5 years old, a bed, cot, mat, or sleeping bag</li> </ul>		
All areas of the home are kept clean, including diapering area.	<b>SAMPLE ONLY</b>	
Trash, garbage and wet and soiled diapers are disposed of in a sanitary manner.		
Child is changed immediately when s/he has a soiled or wet diaper, clothing or bedding.		
Diapering procedures are followed.		

<p>Handwashing procedures are followed. Provider and child's hands washed thoroughly with soap and warm running water after:</p> <ul style="list-style-type: none"> <li>Toileting;</li> <li>Diapering;</li> <li>Before food preparation and eating;</li> <li>After playing outdoors; and</li> <li>At other times when necessary to prevent the spread of disease.</li> </ul>		
<p><b>Transportation Safety.</b> If children are transported in a vehicle while in care, the provider has knowledge of Maryland's Child Passenger Safety Laws to ensure:</p> <ul style="list-style-type: none"> <li>Each child in care is separately secured in a child car seat, booster seat or seat belt, which is appropriate for the age and weight of the child using it</li> </ul>		
<b>CHILD ABUSE, NEGLECT AND MISTREATMENT STANDARDS</b>	<b>Parent (initial)</b>	<b>Provider (initial)</b>
<p><b>A child is not subject to any form of abuse</b>, including:</p> <ul style="list-style-type: none"> <li>Physical injury</li> <li>Any sexual abuse</li> <li>Mental injury</li> </ul>		
<p><b>A child in care is not subjected to any form of neglect</b>, including:</p> <ul style="list-style-type: none"> <li>The failure to give proper care and attention to a child including leaving a child unattended under circumstances that indicate that the child's health or welfare is harmed or placed at substantial risk of harm;</li> <li>Mental injury to a child, or a substantial risk of mental injury that is caused by the failure to give proper care and attention to a child.</li> </ul>	<b>SAMPLE ONLY</b>	
<p><b>A child in care is not subjected to mistreatment</b>, including:</p> <ul style="list-style-type: none"> <li>Any deliberate act that hurts a child physically or emotionally, including: <ul style="list-style-type: none"> <li>Spanking, Biting, Hitting, Shaking</li> <li>Any other means of physical discipline</li> <li>Not attending to a child's physical needs</li> <li>Shouting, Cursing, Shaming, Ridiculing</li> <li>Washing a child's mouth with soap</li> <li>Putting pepper or other spicy or distasteful items in a child's mouth</li> <li>Requiring a child to stand on one foot as punishment</li> <li>Tying child to a cot or other equipment</li> </ul> </li> </ul>		
<p><b>The provider immediately reports any suspected child abuse, neglect or mistreatment by calling 911 and your <a href="#">local Department of Social Services Child Protective Services Unit</a>.</b></p>		

<p><b>Acknowledgement:</b> I have reviewed each standard and acknowledge by my initials that each has been met to ensure the health and safety of each child in care. Further, I have read the Statement of Understanding and attest that I understand my rights and responsibilities.</p>			
<b>PARENT</b>		<b>PROVIDER</b>	
Printed Name:		Printed Name:	
Signature:		Signature:	
Date:	Phone:	Date:	Phone:

<p><b>Complete this section for NON-RELATIVE CARE ONLY – Parent Acknowledgement</b> I am requesting or currently using non-relative care (care provided in your own home by a non-relative care provider) and understand that my home and the provider will be monitored prior to care being authorized and at least once each 12-month period.</p>	
Signature:	Date:

**SAMPLE ONLY – DO NOT SUBMIT**

**CALL 1-877-227-0125.**

**REQUEST AND INFORMAL PROVIDER PACKET**

## PARENT'S STATEMENT OF UNDERSTANDING

*The terms, responsibilities and conditions for payment for informal care are listed below:*

My signature on this Informal Provider Health & Safety Standards & Child Care Provider Agreement Form Acknowledgement indicates that I have read or have had this Parent's Statement of Understanding read to me. I understand and agree that:

1. Maryland law states that it is a misdemeanor to fraudulently get, or try to get, public aid. This means deliberately saying something false or pretending to be someone else. It also includes not reporting changes in household circumstances or income. Punishment for this is repayment, a fine of up to \$1,000, and a possible prison sentence for up to three years and/or loss of child care funds.
2. Informal care includes relative and non-relative child care. **Informal Relative Care** is child care provided by a relative in my home or in the relative's home. Informal Care IS NOT regulated. I am responsible for monitoring and choosing another provider, if the quality of care is not acceptable to me. A relative is a person related to a child by blood, marriage or adoption. Relatives eligible to receive CCS payment are: **great-grandparent, grandparent, aunt, uncle, or an older sibling of the child who is at minimum age 18 or older and not included in the parent's Child Care Scholarship household count.** MSDE requires proof of relationship between the child and the relative informal child provider. Examples of verification used to determine relationship are: birth certificates, marriage licenses or other state or government issued documents that establish the approved degree of relationship. Non-relative care must be provided in the child's home only. The non-relative informal provider and the child's home are monitored at least yearly. The non-relative informal provider must successfully complete training(s) required by MSDE and remain in compliance with the health and safety standards. Payment for informal care is not approved until MSDE approves the informal provider.
3. Parents, stepparents, legal guardians and members of the same Temporary Cash Assistance (TCA) unit are not eligible for payment.
4. Before payment is made to an informal provider I have selected, the provider, any adult 18 years or older and living with the informal provider and any adult with a regular presence in the informal provider's home, when a child is in care, regardless of where care is given, must each sign the Informal Provider Consent form, consenting to a review and evaluation of child abuse or neglect records concerning them.
5. If the person I have selected as my informal provider, any adult 18 years or older and living with the informal provider, and any adult with a regular presence in the informal provider's home when a child is in care, regardless of where care is given, refuses to sign the consent form, payment will be denied.
6. If the person I have selected as my informal provider is not approved, I will be asked to select a different provider.
7. The CCS program may deny the initial request for payment or may stop payment if a review and evaluation of child abuse and neglect records reveal that the informal provider or an adult regularly present in the provider's home, when child care is provided, has been identified as an individual responsible for "unsubstantiated" or "indicated" child abuse or neglect.
8. The CCS program may deny payment or may stop payment if it has information that the health or safety of my child is at risk with the provider.
9. The consent form must be signed at least every year.
10. I must pay the provider the assigned parental copayment listed on the scholarship each month at a time set by the provider. The provider will give me a receipt for copayments I make. The CCS program will pay the provider biweekly after receiving a completed invoice.
11. The scholarship must be completed, signed and returned to the CCS program within 60 days of the date of authorization on the scholarship. If I do not return the scholarship within 60 days, it is void. Payment will not be made to the provider for care provided if the scholarship is void.
12. The provider must allow me to visit my child while he or she is in care and to see the areas of the home used for child care.
13. I understand that the location where child care is provided will be inspected to determine compliance with the Health and Safety Standards. Inspections will occur prior to Provider approval, at renewals, and through unannounced inspections.
14. I understand the provider must be at least 18 years old.
15. I understand that the Department of Human Services local department of social services' Child Protective Services unit will investigate any complaint of mistreatment, neglect, or abuse that occurs while my child is in care.
16. I understand it is my responsibility for making sure all children are correctly buckled up in accordance with Maryland's child Passenger Safety Laws Transportation Article 22-412.2(Child Restraints).

INFANTS	Infants should be placed in the back seat, rear-facing until they are 2 years old and weigh at least twenty pounds.
TODDLERS	Toddlers should use a fully upright, forward-facing child seat after the child reaches 2 years old and weighs between 20 and 40 pounds.
PRESCHOOLERS	Preschoolers should remain in a safety seat with a harness system until 40 pounds. After 40 pounds, it is time for a booster seat to raise the child so that the vehicle lap and shoulder belt fit correctly. Use a booster seat until your child weighs 60 to 80 pounds and is about four feet, nine inches tall.
SCHOOL AGE CHILDREN	School Age Children should remain in booster seats (see preschoolers). Never place the shoulder belt under the arm or behind the back. The safest position for a child is in the back seat until is the child big enough to use a safety belt.

17. The CCS program will end the scholarship agreement with 5 working days' written notice to the parent and the provider, if any of the following situations occur:
  - a. The family no longer qualifies for the CCS program according to eligibility or redetermination requirements.
  - b. The family does not pay the assigned copayment to the provider on time.
  - c. The CCS program or the family decides that the care does not contribute to the healthy development of the child.
  - d. The provider refuses to care for the child in accordance with the Informal Provider guidelines.
  - e. Federal or State funding is no longer available.
  - f. The family commits welfare fraud.
  - g. The family fails to provide documentation required by the CCS program to determine or redetermine eligibility.
  - h. The family refuses to pursue child support for the child for whom CCS is being requested.
  - i. The family fails to report required change in circumstances.
  - j. The family regularly violates the provider's requirements.
18. I will contact the Health Department regarding any communicable diseases.
19. I will create for approval, along with the informal provider, an Emergency Preparedness Plan (EPP). The Emergency Preparedness Plan Form will be completed, signed and dated prior to approval as an informal provider.
20. I will create for approval, along with the Informal Provider, an Emergency Preparedness Kit (aka Emergency Ready-to-Go Pack). The informal provider and MSDE or the designated vendor will review the Emergency Preparedness Kit during the initial monitoring inspection, at renewals, and during unannounced inspections.
21. I will prepare and keep up-to-date the Emergency Care & Medical Authorization Form. I will obtain my child's healthcare provider's signature. I will also coordinate, review and discuss the details with the Informal Provider. If medications are needed, I will provide them as appropriate. I will keep the Informal Provider up-to-date regarding any special instructions or prescribed medications, ensuring they are available during child care and stocked in the Emergency Preparedness Kit (aka Emergency Ready-to-Go-Pack) as appropriate.
22. I have read or had read to me, understand the Informal Provider Health & Safety Standards & Child Care Provider Agreement and have signed and dated the Acknowledgement. I also understand that I must meet the standards for each child for whom I receive payment.

**SAMPLE ONLY – DO NOT SUBMIT**

**CALL 1-877-227-0125.**

**REQUEST AND INFORMAL PROVIDER PACKET**

## INFORMAL PROVIDER'S STATEMENT OF UNDERSTANDING

*The terms, responsibilities and conditions for payment for informal care are listed below:*

My signature on this Informal Provider Health & Safety Standards & Child Care Provider Agreement Form Acknowledgement indicates that I have read or have had this Provider's Statement of Understanding read to me. I understand and agree that:

1. Maryland law states that it is a misdemeanor to fraudulently get, or try to get, public aid. This means deliberately saying something false or pretending to be someone else. It also includes not reporting changes in household circumstances or income. Punishment for this is repayment, a fine up to \$1,000, and a possible prison sentence for up to three years.
2. The parent must pay me any assigned parental copayment listed on the scholarship every other week at times set by me. I must give the parent a receipt for all parent copayments. The CCS program will pay me biweekly after receiving a completed invoice.
3. The Department will send me a 1099-Income Statement. If I receive Temporary Cash Assistance (TCA), I must tell the Family Investment case manager of my income. Earned income may change my TCA grant.
4. I, any adult 18 years old or older living in my home, and any adult with a regular presence in my home when a child is in care, regardless of where care is given must each sign the CCS Informal Provider Consent Form which authorizes the CCS program to review and evaluate child abuse and neglect records. The CCS program may deny payment or stop payment if a review and evaluation of child abuse and neglect records reveal that I, or any adult regularly present in my home while a child is in care, has been identified as an individual responsible for "unsubstantiated" or "indicated" child abuse or neglect.
5. If other adults or I refuse to sign the consent form or fail to return the completed form, I understand that payment will be denied.
6. The CCS program may deny or stop payment if it has information that the health or safety of the child is at risk in my care.
7. I must allow the parent/guardian/caregiver to visit the child while the child is in my care.
8. If I am not related to the child for whom I am providing care, I must provide care in the child's own home. I will be monitored on a yearly basis to determine compliance with the Health and Safety Standards and must complete training(s) required by MSDE.
9. If a complaint is made, I must allow representatives of the Office of Child Care or other State, or local government agencies to enter and look at my home where child care is given.
10. I understand I must be at least 18 years old.
11. I am to be paid for providing child care for the child named on the scholarship on the days and hours listed on the scholarship.
12. I cannot be paid to provide care to my children, stepchildren, or any child in my custody. If asked, I will give proof to the CCS program of my relationship to the child in care.
13. The CCS program will not pay for informal care if I should be registered/licensed with the Office of Child Care (OCC) to provide child care. I must be registered/licensed by OCC unless I am providing care for a related child in my home or in the child's home. I do not have to be related to the child if the care is in the child's home or if the care is in my home for under 20 hours a month.
14. I will allow financial, attendance, and other records related to this scholarship agreement to be shown, on request, to personnel of the CCS program. I will keep financial and other records related to this scholarship for five years.
15. The CCS program is not responsible for any of my actions, including contracts and law suits.
16. I may not have more than six children in my care during the hours I am paid as an informal provider. The six child maximum includes any child in my care, whether or not they receive a scholarship and includes my own children under the age of six years.
17. No more than two children in care can be under the age of two years, and includes my own children under the age of six years.
18. I must give a parent 5 working days' notice, if I am going to stop caring for a child.
19. The CCS program will end this scholarship agreement with 5 working days' written notice to the parent and to me under the circumstances listed below:
20. The family no longer qualifies for the CCS program according to eligibility or redetermination requirements.
21. The family does not pay the assigned copayment on time.
22. The CCS program or the family decides that the care does not contribute to the healthy development of the child.
23. I refuse to care for the child or the service plan is not being met.
24. Federal or State funding is no longer available.
25. The family commits welfare fraud.
26. The family fails to provide documentation required by the CCS program to determine eligibility.
27. The family refuses to pursue child support for the child for whom a scholarship is being requested.
28. The family fails to report any change in its circumstances.
29. The family regularly violates the provider's requirements
30. This agreement is subject to Maryland laws and regulations. This agreement is confidential. I may not use or share information about this agreement unless there is a connection with child care, unless the parent agrees in writing.

31. The DHS local department of social services' Child Protective Services unit will investigate any complaint of mistreatment, neglect, or abuse of a child in my care.
32. I must notify the CCS program within 10 days if an adult begins to frequent my home when a child for whom I am paid is in care. I must obtain a consent form and assure it is signed by the adult and returned to the CCS program. The form must be notarized.
33. I and any adult 18 years or older and living in my home, and any adult with a regular presence in my home when a child is in care, shall apply for a fingerprint-supported State and federal criminal background check.
34. I and any adult 18 years or older and living in my home, and any adult with a regular presence in my home when a child is in care, that has not successfully passed a criminal history background check, will not be approved.
35. I must give a parent 5 working days' notice if I am going to stop caring for a child.
36. I understand that the location where child care is provided will be inspected to determine compliance with the Health and Safety Standards. Inspections will occur prior to informal provider approval, at renewals, and through unannounced inspections.
37. I will contact the Health Department regarding any communicable diseases.
38. I understand it is my responsibility for making sure all children are correctly buckled up in accordance with Maryland's child Passenger Safety Laws Transportation Article 22-412.2 (Child Restraints)

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**SCHOOL AGE CHILDREN**                      School Age Children should remain in booster seats (see preschoolers). Never place the shoulder belt under the arm or behind the back. The safest position for a child is in the back seat until is the child big enough to use a safety belt.

39. I will prepare and maintain the Emergency Preparedness Kit (aka Emergency Ready-to-Go Pack). The Emergency Preparedness Kit will be reviewed by myself and MSDE or the MSDE vendor. The inspection will include with the location where the Emergency Preparedness Kit is located. The Emergency Preparedness Kit will be reviewed by the informal provider and the Informal Provider Monitor during the initial monitoring inspection and will be reviewed annually.
40. I will create for approval, along with the parent, an Emergency Preparedness Plan (EPP). The EPP will be completed, signed and dated prior to being approved as an informal provider. During the monitoring visit, I will review this EPP with MSDE or the MSDE vendor, discussing items such as:
  - Emergency Preparedness Plan;
  - Emergency Care & Medication Administration Form;
  - evacuation;
  - practice emergency drills;
  - communication;
  - transportation; and
  - evacuation and reunification.
41. I will review, discuss, and coordinate, with the parent, the details of the Emergency Care & Medication Authorization Form. I will keep up-to-date regarding any special instructions or prescribed medications, ensuring they are available during care and stocked in the Emergency Preparedness Kit (aka Emergency Ready-to-Go-Pack) as appropriate.
42. I have read or had read to me, understand the Informal Provider Health & Safety Standards & Child Care Provider Agreement and have signed and dated the Acknowledgement. I also understand that I must meet the standards for each child for whom I receive payment.