

FORT HOOD, TEXAS
FAMILY CHILD CARE PROGRAM

STATEMENT OF UNDERSTANDING REGARDING FAMILY CHILD CARE

A. I fully understand that certification as a Family Child Care (FCC) Provider will allow me to provide child care services in accordance with (IAW) the provisions of AR 608-10, Child Development Services, and other applicable laws, regulations, and procedures. I will allow announced and unannounced inspections of my home and program assessment by the installation commander's appointed representatives as part of the FCC certification process and to maintain my FCC certification status.

B. I further understand that FCC Providers are not government employees. As a FCC Provider, I will not have a contract with the U.S. Army to provide services to or in behalf of the U.S. Army. Any contracts that may exist will be between myself and individual families seeking care for their children. In this regard, I am an independent contractor.

C. As an independent contractor I will be legally responsible for my own actions, and primarily and individually liable for any injury or harm that may occur to children under my care as a result of any negligent or intentional act or omission on my part. Because, as a FCC Provider, I am not a government employee, the United States assumes no responsibility under the Federal Tort Claims Act, or any other provision of the law, which would allow it to be sued on account of my actions as an FCC Provider.

D. I understand that the Risk Management Program (RIMP) administered by the Commander, U.S. Army Community and Family Support Center has established a program to provide for the payment of certain claims arising from the activities of certified providers while providing authorized child care. Such claims are generally limited to certain negligently caused injuries or death of children receiving care under the FCC program. Claims arising from the transportation of such children in motor vehicles and claims involving loss or damage of property are not included. Claims are processed in accordance with AR 27-20, Chapter 12. I understand that this limited claims program is not a substitute for private liability insurance. The decision to carry such private insurance is an independent business decision to be made by me. Regardless of my decision to carry such private insurance, I understand that compliance with all regulatory requirements, to include any necessary payment to the installation morale, welfare, and recreation fund, is a precondition to my achieving FCC certification.

E. I agree to conduct child care IAW all applicable laws and regulations. I will immediately report all incidents of personal injury and death involving children under my care to the FCC Director. I will also immediately notify the FCC Director in the event that I am served with a court summons or complaint regarding a suit for damages arising from an injury or death to a child under my care. I also agree that I will cooperate fully with claims investigators and make my home available for their inspection with regard to the investigation of any claim arising from an injury or death to a child under my care. I acknowledge receipt of a summary of all regulatory guidance and other applicable laws, command guidance and local SOPs that govern the operation of FCC on this installation.

(DATE)

(SIGNATURE OF FAMILY CHILD CARE PROVIDER)

(TYPE OR PRINTED NAME)

FHT HANDOUT 608-X1-1, AUG 90 (DCA)

(ADDRESS)