

**INFORMAL PROVIDER HEALTH AND SAFETY STANDARDS  
AND CHILD CARE PROVIDER AGREEMENT**

**Child Care Administration**  
**Informal Provider Health and Safety Standards**  
**and Child Care Provider Agreement**

**Instructions**

- Customer: Please read or have read to you the Informal Provider Health and Safety Standards and the Customer's Statement of Understanding. Complete, sign and return the Signature Page to the local department of social services.
- Provider: Please read or have read to you the Informal Provider Health and Safety Standards and the Provider's Statement of Understanding. Complete, sign and return the Signature Page to the local department of social services.

## **Customer Copy**

## **INFORMAL PROVIDER HEALTH & SAFETY STANDARDS**

### **ADMISSION TO CARE**

**Keep the following information for each child in care:**

- 1. Name**
  - 2. Birth date**
  - 3. Home address**
  - 4. Parent's name(s)**
  - 5. Location & telephone number where parent(s) may be reached while the child is in care**
  - 6. Name, address and telephone number of at least one person who may be called in an emergency when child's parent(s) cannot be reached**
  - 7. Name, address and telephone number of child's doctor, hospital or clinic**
  - 8. List of chronic medical conditions and regular medications**
  - 9. Documentation of up-to-date immunizations**
- ILLNESS: The provider must call the child's parent(s) or another person authorized by the parent(s) if the child shows symptoms of becoming ill.**

## **INFORMAL PROVIDER HEALTH & SAFETY STANDARDS**

### **SAFETY OF THE HOME**

**The home must:**

- 1. Meet fire & health codes.**
- 2. Be free of health & safety hazards.**  
**At a minimum, this includes:**
  - In good repair
  - Free of insect or rodent infestation
  - Be well-lit & well-ventilated
  - Have hot & cold running water
  - Have an inside toilet that works
  - Have utilities for cooking, lighting & heating
  - Have a heating system that works & is safe
  - Have a refrigerator & stove that work
  - Have a telephone & smoke detector that work
  - Have a first-aid kit
  - Have protective covering on electrical outlets
- 3. Have all items that might be harmful to children stored and kept away from them.**  
**At a minimum, this includes:**
  - Sharp or pointed items
  - Medications of any kind
  - Matches, lighters & flammable products
  - Alcoholic beverages
  - Guns
  - Cleaning agents
  - Poisonous substances

## **INFORMAL PROVIDER HEALTH & SAFETY STANDARDS**

### **PERSONAL STANDARDS**

**The informal provider should:**

- 1. Be 18 years old or older**
- 2. Be free from physical, mental and emotional conditions that limit ability to care for children**
- 3. Be free from communicable disease**
- 4. Not be dependent on alcohol or illegal drugs**
- 5. Not have a record of child abuse, neglect or other serious criminal offenses that show behavior harmful to children**
- 6. Not have had a license, registration or certification for any type of care denied, suspended or revoked in the last 5 years**

## **INFORMAL PROVIDER HEALTH & SAFETY STANDARDS**

### **GENERAL CLEANLINESS**

**The informal provider should:**

- 1. Keep all areas of the home clean**
- 2. Use sanitary methods when disposing of all trash, garbage and wet or soiled diapers**
- 3. Immediately change a child's diaper, clothing and bedding when soiled or wet**
- 4. Follow diapering procedures to prevent the spread of disease**
- 5. Keep diapering area clean and sanitary**
- 6. Wash her/his hands and the child's hands (or make sure the child washes her/his own hands) thoroughly with soap & warm running water**
  - Wash hands after:**
    - Toileting**
    - Diapering**
    - Before food preparation & eating**
    - After playing outdoors**
    - After handling animals**
    - And at other times when necessary to prevent the spread of disease**

## **INFORMAL PROVIDER HEALTH & SAFETY STANDARDS**

### **CHILD ABUSE, NEGLECT AND MISTREATMENT**

**Child abuse and child neglect are defined under Protective Services for Neglected and Abused Children in COMAR 07.02.07.02.**

- 1. “Child abuse” means:**
  - **Physical injury, not necessarily visible, of a child, under circumstances that indicate that the child’s health or welfare is harmed or at substantial risk of being harmed;**
  - **Any sexual abuse of a child, meaning an act or acts involving sexual molestation or exploitation, whether or not physical injuries are sustained;**
  - **Mental injury to a child.**
- 2. “Child neglect” means:**
  - **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;**
  - **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.**
- 3. “Child mistreatment” means:**
  - **any deliberate act that hurts a child physically or emotionally, including:**
    - **Spanking, Biting, Hitting, Shaking**
    - **Any other means of physical discipline**
    - **Not attending to a child’s physical needs**
    - **Shouting, Cursing, Shaming, Ridiculing**
    - **Washing a child’s mouth with soap**
    - **Putting pepper or other spicy or distasteful items in a child’s mouth**
    - **Requiring a child to stand on one foot as punishment**
    - **Tying child to a cot or other equipment**



## **CHILD ABUSE, NEGLECT AND MISTREATMENT (CON'T)**

- 4. “Mental injury” means the observable, identifiable, and substantial impairment of a child’s mental or psychological ability to function.**
- 5. “Proper care and attention” includes, but is not limited to, necessary food, clothing, shelter, medical care, nurturance, guardianship, and supervision appropriate to a child’s needs and development.**

**IMMEDIATELY REPORT ANY SUSPECTED CHILD ABUSE, NEGLECT OR MISTREATMENT TO THE PROTECTIVE SERVICES UNIT OF THE LOCAL DEPARTMENT OF SOCIAL SERVICES OR TO THE LOCAL LAW ENFORCEMENT AGENCY.**

## **Customer's Statement of Understanding**

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

My signature on this statement of understanding indicates that I have read or have had this form 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 is care by a relative in my home or in the relative's home. A relative is a person related to a child by blood, marriage or adoption. Relatives include grandparents, brothers, sisters, stepparents, stepsisters, stepbrothers, uncles, aunts, first or second cousins, great-grandparents, great-uncles, or great-aunts. It is also care by a non-relative in my home or care by a non-relative in the non-relative's home for less than twenty hours per month.  
INFORMAL CARE IS NOT REGULATED IN ANY WAY. I AM RESPONSIBLE FOR MONITORING THE QUALITY OF CARE MY CHILD RECEIVES.
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 and any adult who is regularly present in the informal provider's home when my child is in care must sign a release of information form consenting to a review and evaluation of child abuse or neglect records concerning them.
5. If the person I have selected or any adult regularly present in the informal provider's home when my child is in care refuses to sign the consent form, payment will be denied.
6. If the person I have selected as a provider is not recommended by the local department for payment, I will be asked to select a different informal provider.
7. The local department 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 local department 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 two years.
10. If the local department denies payment to the individual that I have selected to be an informal provider based on an evaluation of child abuse and neglect records, that individual may file an appeal.
11. I must pay the provider the assigned parental copayment listed on the voucher each month at a time set by the provider. The provider will give me a receipt for copayments I make. The Department will pay the provider monthly after receiving a completed invoice.
12. The voucher must be completed, signed and returned to the local department within 60 days of the date of authorization on the voucher. If I do not return the voucher within 60 days, it is void. Payment will be not made to the provider for care provided if the voucher is void.
13. 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.
14. I have read or have had read to me and understand the contents of the Informal Provider Health and Safety Standards. I also understand that the provider must meet these Standards for each child in care.
15. I understand the provider must be at least 18 years old.
16. I understand that the 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.
17. The Department will end the voucher 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 POC program according to eligibility or redetermination requirements.
  - b. The family does not pay the assigned copayment to the provider on time.
  - c. The local department 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 or the service plan is not being met.
  - e. Federal or State funding is no longer available.
  - f. The child misses more than 10 scheduled days per month for 2 months in a row.
  - g. The family commits welfare fraud.
  - h. The family fails to provide documentation required by the local department to determine or redetermine eligibility.
  - i. The family refuses to pursue child support for the child for whom a subsidy is sought.
  - j. The family fails to report any change in circumstances.
  - k. The family regularly violates the provider's requirements.

## Signature Page for Child Care Customer's Statement of Understanding

\_\_\_\_\_  
Provider's Relationship to the Child

- ☐ Related by Blood
- ☐ Related by Marriage
- ☐ Not Related

\_\_\_\_\_  
Address Where Child Care is Provided

\_\_\_\_\_  
Customer Phone Number

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer's Printed Name

## **Provider Copy**

## **INFORMAL PROVIDER HEALTH & SAFETY STANDARDS**

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- 2. “Child neglect” means:**
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2. The parent must pay me any assigned parental copayment listed on the voucher each month at times set by me. I must give the parent a receipt for all parent copayments. The Department will pay me monthly after receiving a completed invoice.
3. The Department will send me a 1099-Income Statement. If I receive TCA, I must tell the Family Investment case manager of my income. Earned income may change my TCA grant.
4. I and any adult regularly present in my home when a child is in care must each sign the Purchase of Child Care Informal Provider Consent Form which authorizes the local department to review and evaluate child abuse and neglect records. The local department may deny payment or may 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 local department may deny payment or may stop payment if it has information that the health or safety of the child is at risk in my care.
7. If the local department denies payment to me as an informal provider based on a review and evaluation of child abuse and neglect records, I have the right to appeal.
8. I must allow the parent/guardian/caregiver to visit the child while the child is in my care and to see the areas of my home used for child care.
9. If a complaint is made, I must allow representatives of the Child Care Administration or other State, or local government agencies to enter and look at my home where child care is given.

10. I have read or had read to me and understand the contents of the Informal Provider Health and Safety Standards. I also understand that I must meet the standards for each child for whom I receive payment.
11. I understand I must be at least 18 years old.
12. I am to be paid for providing child care for the child named on the voucher on the days and hours listed on the voucher.
13. 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 local department of my relationship to the child in care.
14. The local department will not pay for informal care if I should be registered/licensed with the Child Care Administration (CCA) to provide child care. I must be registered/licensed by CCA 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.
15. I will allow financial, attendance, and other records related to this voucher agreement to be shown, on request, to personnel of the local department. I will keep financial and other records related to this voucher for three years.
16. The local department is not responsible for any of my actions, including contracts and law suits.
17. 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 subsidy, and includes my own children under the age of six years. No more than two children can be under the age of two years.
18. I must give a parent 5 working days notice if I am going to stop caring for a child.
19. The Department will end this voucher agreement with 5 working days written notice to the parent and to me under the circumstances listed below:

- a. The family no longer qualifies for the Purchase of Child Care program according to eligibility or redetermination requirements.
  - b. The family does not pay the assigned copayment on time.
  - c. The local department or the family decides that the care does not contribute to the healthy development of the child.
  - d. I refuse to care for the child or the service plan is not being met.
  - e. Federal or State funding is no longer available.
  - f. The child misses more than 10 scheduled days per month for 2 months in a row.
  - g. The family commits welfare fraud.
  - h. The family fails to provide documentation required by the local department to determine eligibility.
  - i. The family refuses to pursue child support for the child for whom a subsidy is sought.
  - j. The family fails to report any change in its circumstances.
  - k. The family regularly violates the provider's requirements.
20. 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.
21. The local department will give me a written notice of the right to and methods of requesting and obtaining a fair hearing if I am denied payment because:
- a. The completed release of information consent form(s) was not received by the local department;
  - b. The evaluation of child abuse and neglect records indicated behavior harmful to children; or
  - c. The local department has documented information indicating a risk to the health and safety of the child in my care.
22. The local department of social services' Child Protective Services unit will investigate any complaint of mistreatment, neglect, or abuse of a child in my care.
23. I must notify the local department within 10 days if an adult begins to frequently be in 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 local department. The form must be notarized or signed in the process of designated local department staff.

## Signature Page for Child Care Provider's Statement of Understanding

\_\_\_\_\_  
Provider's Relationship to the Child

- ☐ Related by Blood  
☐ Related by Marriage  
☐ Not Related

\_\_\_\_\_  
Address Where Child Care is Provided

\_\_\_\_\_  
Provider's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider's Printed Name

Name of provider's own children under six years of age

Child's Birth Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of other children in care

Child's Birth Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of adults (over 18 yrs.) present in provider's home during child care hours

\_\_\_\_\_  
\_\_\_\_\_