

PARENTAL STATEMENT OF UNDERSTANDING REGARDING FAMILY CHILD CARE

a. I fully understand that Family Child Care (FCC) is available through the FCC delivery system from family housing located on military installations or in U. S. Government-owned or U. S. Government-leased family housing located off the installation. FCC is provided by Army certified and provisionally-certified family members who have been authorized to provide child care.

b. I also understand that Army certified and provisionally-certified FCC Providers are not Government employees acting within the scope of employment when performing child care activities under the provisions of Army regulation. Any contract, either oral or in writing that I make with a FCC Provider is a personal matter between myself and the FCC Provider concerned. The Government has no obligation to settle disputes between us on any issues regarding fees or other matters concerning the availability or quality of the child care services provided.

c. I understand that each Army certified and provisionally-certified FCC Provider receives some training before being allowed to provide child care and that a background check is performed on each FCC Provider within existing resources and capabilities. Nevertheless, I understand that 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 any act or omission--criminal, intentional, negligent, or otherwise--by a FCC Provider that causes any injury or death to a child placed under the care of that provider.

d. I understand, that the Risk Management Program (RIMP) administered by the Commander, US Army Community and Family Support Center has established a program to provide for the payment of certain claims arising from the activities of certified FCC Providers. 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.

e. The claims program does not provide for any death, injury, or other loss caused by the operation of a motor vehicle regardless of the degree of fault, if any, on the part of the FCC Provider. (Note that FCC does not contemplate the use of motor vehicles in transporting children.) A child will not be transported in a motor vehicle by a FCC Provider unless specifically authorized in writing by the child's parent or guardian. Such transportation is at the risk of the FCC Provider and parent or guardian concerned. Parents and guardians are responsible for determining on their own, the amount and extent of a FCC Provider's automobile insurance policy coverage and whether or not that policy specifically covers a death or injury occurring to a child being transported by the FCC Provider during the course of conducting a child care business.

(DATE)

(SIGNATURE OF PARENT OR GUARDIAN)

(TYPED OR PRINT NAME)

OPTIONAL PERMISSION/WAIVER REGARDING TRANSPORTATION OF CHILDREN IN VEHICLES

I, _____, hereby authorize _____ to be transported
(PARENT OR GUARDIAN) (CHILD/CHILDREN NAME)

by _____ in a motor vehicle for the following purpose(s) indicated:
(PROVIDER'S NAME)

I have read the material of this document regarding automobile insurance coverage and (check one of the following):

_____ I am satisfied based on my own review that the FCC Provider or other person I have authorized to transport my child has adequate automobile insurance coverage and that the provisions of the automobile insurance policy specifically cover injuries and deaths arising out of an automobile accident occurring during the course of conducting a child care business.

_____ I specifically agree to hold the FCC Provider (or other person I have authorized to transport my child) harmless from any claim or suit at law based on a death or injury to my child caused by the negligence of the FCC Provider or authorized driver during the course of transporting my child by motor vehicle as authorized above to the extent that such loss is not otherwise covered by the terms of the FCC Provider's or authorized driver's automobile insurance policy.

(DATE)

(SIGNATURE OF PARENT/GUARDIAN)