



## CHILD CARE SUBSIDY PROGRAM • CLIENT AGREEMENT

*This project is funded in part under an agreement with the Nevada Division of Welfare and Supportive Services.*

The Child Care Subsidy Program provides assistance with the cost of child care to eligible families. Benefits are paid directly to the child care provider of the client's choice while they are in an approved work activity. Benefits are not guaranteed for any family - they are conditional upon the family's ability to qualify for services under the current eligibility guidelines, and the available funding for the service category. Clients accessing the Child Care Subsidy Program must comply with the following guidelines. Failure to do so may result in program disqualification or termination.

Please read this document carefully, as it explains your rights and the expectations of the program while you are receiving Child Care Subsidy benefits.

### Client Responsibilities

#### **Required Documentation**

Complete the **Application for Child Care Subsidy** form and provide the following documentation\*:

**\*Note:** Households who meet the definition of "homeless" will be allowed up to 90 days to provide verifications that are not readily available or easily obtainable.

- **Age** - children receiving subsidy must be under age 13;
- **Special Need** -for children who need services from age 13 to age 19;
- **Identification** – required for all countable adult household members;
- **Citizenship** – must be documented for the children being served;
- **Social Security** – proof is requested for all countable household members unless they are an undocumented non-citizen or newborn;
- **Immunizations** – current immunizations are required for all children being served;
- **Relationship** – relationship to the applicant must be established for each child;
- **Custody** – must be established when the minor is not the natural or adopted child of the applicant, or when required to determine the residency of a child member;
- **Residency** – clients must be living in Nevada to be eligible for benefits;
- **Household Composition** – Applicants must document all adult and minor persons living in the home and update their active status within the household. Household composition for the child care unit will be determined by program policy, which may exclude some household members;
- **Income** - all sources of earned and unearned income for all household members must be reported; however, some sources may not count when determining eligibility, in accordance with established guidelines;
- **Purpose of Care** - all countable adult (and minor parent) household members must be participating in an authorized activity, which may include: training, job search, employment, schooling, or other activities approved by the Child Care Subsidy Program management; and
- Provide any other documentation as requested by the Child Care Subsidy Program to substantiate information for program eligibility.

#### **Reporting Requirements**

Report the following changes to the Child Care Subsidy Program **within 10 calendar days of occurrence**:

- Household composition;
- Residence and/or mailing address;
- Child care provider;
- Schedule changes; and
- A new or increased source of income.

**Failure to report these changes timely may result in an overpayment of benefits that will have to be paid back to the Child Care Program.**

#### **Covered Child Care Charges**

**The Child Care Subsidy Program will pay up to the allowable state maximum rate, based on the child's age, the provider type, provider's rate, and location of the facility.**

- Child care payments are made based on the parents' *approved schedule* for licensed and non-licensed providers when the parent uses only one provider, or the parent uses multiple providers with a set schedule.
- Child care payments are made based on actual attendance when the child attends Before and After School or Wraparound provider, or the parent uses multiple providers with a varied schedule.
- When a household's child care subsidy payment is based on actual attendance, clients are allowed **21 discretionary days** per child, per calendar year, to be used for absences from child care (sick days, holidays or vacation). The use of discretionary days must be authorized and signed off by the client on the approved timesheet.
- The Child Care Subsidy Program will pay for provider registration fees not to exceed the State maximum limit.

**Non Reimbursable Child Care Charges**

- Clients will pay any fees not covered by the Child Care Subsidy Program directly to their child care provider in the timeframe required by the provider (e.g. overages, late charges, school tuition, meals, transportation, clothing items/uniforms).
- Clients are responsible to pay their co-pays directly to their child care provider in accordance with the child care provider’s policies. Clients must have a zero co-pay balance or repayment agreement with provider prior to transferring to a new provider.
- Clients will pay all days of child care not authorized on the certificate.

**Utilization of Child Care Services**

- Clients are allowed to enroll with a provider of their choice (within legal and licensing requirements as well as Nevada Division of Welfare & Supportive Services and Child Care Subsidy Program guidelines).
- All clients or authorized representatives must sign the child in and out each day on the Child Care Attendance and Provider Reimbursement Timesheet provided at the child care site.
- The timesheet will also serve as the authorization to use discretionary days, if applicable. Please read the timesheet form for details.
- Clients must sign the timesheet at the end of each month verifying the information is accurate and complete in order for subsidized child care to be paid on the clients’ behalf.
- Clients must notify the Child Care Subsidy Program within 10 calendar days of changing to a new provider and/or when the status of the child care changes (provider closed, changed license, etc.). Appropriate paperwork must be completed and approved by the Child Care Subsidy Program before continued child care services are authorized.
- If using an unlicensed (Family, Friend, or Neighbor (FFN)) provider, at no time can the client and the provider have the same residence.

**Termination of Subsidy Benefits**

- Subsidy services may be terminated when clients fail to provide required documentation within the established timeframe.
- Subsidy services will be terminated at the time of re-application or time of discovery when family income exceeds the limits established by the State or when funding is not available.
- Division of Welfare and Supportive Services Quality Control or Investigations & Recovery may review your case as to the accuracy of subsidy benefits paid on your behalf. Failure to cooperate with Quality Control or Investigations & Recovery may result in termination. Additionally, if inaccuracies are found, these may result in an overpayment and/or termination from the subsidy program.

**Overpayments/Intentional Program Violations**

- Clients will be responsible to re-pay funds made to providers that resulted from untimely or inaccurate reporting of information.
- **If clients are found guilty of an Intentional Program Violation (IPV), future subsidy benefits are subject to a two (2) step percentage decrease for six (6) months for the first occurrence, and three (3) step percentage decrease for the second occurrence for twelve (12) months, and a third (3) occurrence will result in being permanently ineligible for benefits.**

**Client Rights**

**Parents/Guardians of children participating in the child care subsidy program have the right to:**

- Choose a child care provider by enrolling with an eligible legal provider that has an active subsidy agreement with the Child Care Subsidy Program on file or is otherwise eligible through licensure, regulation or registration.
- Have unlimited access to the children and to the provider caring for the children during the provider’s normal hours of operation and whenever the children are in the provider’s care.
- Receive information about all client options and other policies and practices which relate to child care services, including any applicable licensing/regulatory requirements and complaint procedures.
- Make oral and written complaints regarding any child care provider and to review information regarding substantiated provider complaints.
- Appeal decisions related to denial or termination of program services with the exception of mass changes made by the Nevada State Division of Welfare and Supportive Services or end of certification periods.

By signing this document, I understand if I make false or misleading statements, conceal or withhold facts to establish or maintain program eligibility, my benefits may be reduced, denied, or terminated and I may be disqualified from program participation, criminally prosecuted, or otherwise penalized according to state and federal law.

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse/Co-Applicant Name

\_\_\_\_\_  
Spouse/Co-Applicant Signature

\_\_\_\_\_  
Date