



SERVICE AGREEMENT

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 for care provided 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 sanction, disqualification or termination from the program.

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

To be eligible for the Child Care Subsidy Program, the Client(s) must:

_____ Provide verifiable written documentation of these eligibility factors:

- a. **Age** - covered children must be under age 13
- b. **Special Need** -for children who need services from age 13 to age 19;
- c. **Identification** – required for all adult household members;
- d. **Citizenship** – must be documented for the covered children.
- e. **Social Security** – proof is requested for all household members unless they are an undocumented non-citizen or newborn;
- f. **Immunizations** – current immunizations are required for all covered children;
- g. **Relationship** – relationship to the applicant must be established for each child;
- h. **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.
- i. **Residency** – clients must be living in Nevada to be eligible for benefits.
- j. **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.
- k. **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.
- l. **Purpose of Care** - all 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;
- m. **Activity Schedule** – child care is only available for the approved purpose of care schedule.

_____ Report any changes to the following within 10 calendar days of the change occurrence: income, household composition, temporary absences of members, marital status or reconciliation with absent parent, custody agreements, child care provider, residence or mailing address, telephone number, receipt of a lump sum payment, purpose of care, schedule changes, changes in income or income source, Social Security number, or other circumstances which may affect program eligibility.

_____ Discontinue child care use if the approved purpose of care has terminated (change jobs, drop classes, etc.) until a new certificate is issued. Use of child care without an approved Purpose of Care is a Program Violation. The Child Care Program must be reimbursed for any days care was used without an approved activity. Additionally, if it is determined that the Client is guilty of an Intentional Program Violation, a penalty will be imposed, which may reduce or terminate future Child Care Subsidy Program benefits.

_____ Attend appointments, as scheduled, for continued services - missed appointments may result in lost coverage or waiting list placement. **It is the Client's responsibility to submit a subsidy application for approval prior to the expiration of subsidy benefits in order to prevent loss of coverage. Services will not be backdated prior to the receipt of the child care subsidy application. The cost of care associated with gaps in child care benefits will be the responsibility of the Client.**

_____ Cooperate with the Child Care Subsidy Program in securing all information needed to determine initial or continuing eligibility. Failure to comply with the Child Care Subsidy Program results in ineligibility for the entire household.

_____ Authorize the Child Care Subsidy Program staff to contact third parties in order to gather information needed to determine eligibility, and/or to provide documentation to other entities who have the appropriate confidentiality release forms or who are responsible for administering the Child Care Program. This includes the release of some information to the designated child care provider, Child Care Program auditors, and/or the Division of Welfare and Supportive Services (DWSS). Applicable HIPAA regulations will be observed in releasing information regarding client's personal information.

_____ Participate with the Division of Welfare and Supportive Services (DWSS) Quality Control and/or Investigations & Recovery, who may review your case as to the accuracy of subsidy benefits paid on your behalf. Failure or refusal to comply with the review may result in an overpayment and/or termination from subsidy participation.

- _____ Utilize child care services responsibly. Responsible usage includes the following:
- a. Selecting a child care provider (including an un-licensed Registered Provider) who is in good standing with the Child Care Subsidy Program.
 - b. Use the child care services for authorized activity in accordance with the schedule documented on the Certificate.
 - c. Sign the child(ren) in and out at the daycare every day. If we are unable to document the times children were in care, this may result in non-payment or an adjusted payment for that day. The difference in payment must be paid by the parent.
 - d. Pay all required co-payment for services, per the Certificate, as well as any additional fees not covered by the Child Care Subsidy Program. A zero co-pay balance statement from provider must be obtained when requesting a transfer. Clients may be required to provide a repayment agreement indicating the terms of payment for any remaining balance. **Failure to pay the required co-payment for services may result in termination of benefits.**

_____ Report accurate information to the Child Care Subsidy Program. Falsification or omission of any information on the application, subsequent eligibility forms, or on the monthly attendance records, is grounds for termination. **Clients who receive child care subsidies based on fraudulent information will be held financially responsible for reimbursing the program for services rendered, and may also be prosecuted for misuse of Federal and State funds.**

CLIENT RIGHTS & ENTITLEMENTS

- _____ Clients have the right to:
- a. Have unlimited access to their children, and to the providers who are caring for their children, during normal hours of the provider’s operation, and whenever the children are in the care of the provider.
 - b. Receive information about policies and practices of the Child Care Subsidy Program, and/or the child care provider, including any applicable licensing regulatory requirements and complaint procedures.
 - c. Make written complaints regarding any child care provider, and to review information regarding substantiated complaints on providers at the appropriate licensing agency.
 - d. Appeal in writing to the Division Administrator, decisions related to reduction, denial, or termination of program services. Clients also have the right to a Welfare Hearing if they disagree with the resolution of Child Care Subsidy Program Management during the appeal.

- _____ Eligible Clients are entitled to the following benefits:
- a. The Child Care Subsidy Program will provide fifteen (15) discretionary days per child, per year, which can be used for any absence of the child (holiday, sick day, vacation day, etc.). These must be authorized, in writing, by the parent.
 - b. Full or partial payment of the Registration or Annual fee charged by the provider. The Child Care Subsidy Program will cover up to \$40 per calendar year, per child; however, each fee cannot exceed \$40 per child, per provider.
 - c. 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.

If the policies regarding these benefits change, the Client and provider will be notified accordingly. Advance notice will be provided if required by policy.

THE CHILD CARE SUBSIDY PROGRAM’S RIGHTS

_____ The Child Care Subsidy Program reserves the right to reschedule clients who become abusive or threatening or who do not have the required information to determine eligibility. Additionally, clients may be required to be processed only at the division’s main office, and/or by a Supervisor, if deemed necessary by management to protect staff and our customers.

_____ The Child Care Subsidy Program has the right to review any case to ensure compliance with policies and procedures by staff, Clients and child care providers. Further, it has the right to secure information from third party sources (employers, landlords, etc.) in order to establish the validity of Client eligibility information. Based on this information, the Program may also establish overpayments / underpayments, and Intentional Program Violations for misrepresented information and/or misused services.

I acknowledge that I have read and understand the above Service Agreement, and agree that I am required to comply with all policies and procedures herein, for the duration of time that I receive child care subsidies from the Child Care Subsidy Program. I further acknowledge that a copy of this signed document has been provided to me for my reference.

Client Name & Signature

Date

CCAD Staff Signature

Date