

# Child Action, Inc.

## Client Services

### General Program Rules

#### Requirements

To establish and maintain eligibility you must do the following:

1. Have a current referral from the Department of Human Assistance (DHA) or have been discontinued from TANF (or AFDC) within the past 24 months. (Stage 2)
2. Supply Child Action, Inc. with all required documentation. (Child Action, Inc. or its agents will verify any case-related information.)
3. Follow all the rules established by Child Action, Inc. including those listed on the Student Program Rules (if applicable) and in the Parent Handbook.
4. Have an approved need for care and submit verification of continued need by due dates.
5. Be recertified at least once during a 12-month period or at pre-arranged dates, depending upon your family's eligibility status.
6. **Not** receive funds from any source (e.g., DHA, PACE, Head Start, other subsidized before/after school programs) for child care costs which Child Action, Inc. is paying.
7. **Not** provide any fraudulent, false or misleading information or documentation.
8. Report all income including wages from any employment (including commissions, self-employment, overtime, raises and bonuses), SSI/SSP, TANF and/or other income received, such as child support.
9. Report loss of or changes in employment, temporary lay-off, medical leaves, maternity leaves and/or jury duty.
10. Report any changes in family size (# of people in the household) including marriage, father and/or mother of child living in or leaving the household, and/or children living in or leaving the household (regardless of their receiving services).
11. Report all changes within 5 days.
12. Accurately maintain your attendance forms on a daily basis.

#### Causes for Termination

You may be terminated from Child Action, Inc.'s program for any of the following reasons:

1. Your eligibility is discontinued by DHA or your eligibility period is over and you have no new referral from DHA.
2. Failure to adhere to any rules established by Child Action, Inc.
3. Failure to submit verifiable information regarding your eligibility or need for services, or any other required documentation, by the assigned due date.
4. Failure to report any changes that affect your eligibility or need for services within five (5) days.
5. Failure to establish a continued need for services.
6. Failure to use child care services that your child(ren) is enrolled to use.
7. Using child care services that have not been approved, or using child care services for which you cannot substantiate a need.
8. No approved provider.
9. Failure to accurately maintain your attendance forms on a daily basis.
10. Falsifying information on your attendance forms, or refusing to sign attendance forms.
11. Failure to be recertified or failure to keep scheduled appointments.
12. Providing Child Action, Inc. with any fraudulent, false or misleading information or documentation.
13. Using abusive or vulgar language, attempting to bribe, coerce or extort any Child Action, Inc. employee or client, or threatening any Child Action, Inc. employee or client.
14. Failure to pay parent fees by the required date.
15. Your family's gross monthly income exceeds State income eligibility ceilings.
16. Your child reaches State age eligibility limits.

**Note: Stage 2 clients who are off aid and have been terminated from Child Action, Inc.'s program are subject to a three-month period of ineligibility before they can reapply for enrollment. If the client's eligibility for Stage 2 funds expires during the three-month ineligibility period, s/he will no longer qualify for Stage 3 funds and will have to ask to be placed on the Childcare Eligibility List (CEL).**

#### Fraud Policy

The California Department of Education requires this agency to inform all families receiving funds from Child Action, Inc. that if your child care funds are obtained by providing fraudulent or incomplete information or by willfully omitting information, Child Action, Inc. shall actively pursue legal channels to recover the funds paid out for the child care services, which may include a repayment plan. As a State and County funded program, Child Action, Inc. retains the right to share information or to verify documentation supplied by the parent or provider with any applicable State or County agency including, but not limited to, Department of Human Assistance, Community Care Licensing, Child Protective Services, or the District Attorney's office.

#### Fair Hearings

Anyone who disagrees with a decision made by Child Action, Inc. regarding their status or eligibility on the program may file for a fair hearing. Child Action, Inc. will provide a fair hearing to clients who do not agree with a judgment and/or decision we have made regarding their eligibility for child care services. The procedure for requesting a fair hearing is on the reverse side of the Notice of Action for Services. If you are terminated for any of the above reasons and you elect to have a fair hearing, Child Action, Inc. will continue to pay for child care during the fair hearing process; however, if the fair hearing does not result in reinstatement, you may be liable for the cost of any care beyond the effective date of the Notice of Action.

#### Cash Aid Notification Requirement

You must notify your case manager within five (5) days if you stop or begin receiving cash aid. If you fail to notify your case manager, you may be terminated from Child Action, Inc.'s program and be required to repay Child Action, Inc. for any child care overpayment. If you receive cash aid while on Stage 2 and are not employed, your county eligibility worker must approve your activity.

If you are discontinued from Child Action, Inc.'s program and still have a need for child care and you are receiving cash aid, contact DHA to find out if you are eligible for Stage 1 child care.

**HHS and CDE Child Care Data Collection—Privacy Notice and Consent Form (CD9600A)**

The U.S. Department of Health and Human Services (HHS) is gathering information about families that receive child care assistance which will be shared with the California Department of Education (CDE). This information is part of research on the status of child care in the United States and will provide valuable data for those developing child care programs and policies at the local, state and national level.

All of the information HHS or CDE receives about your family and others will be summarized and presented in reports to Congress, the state legislature, or other governmental agencies. No person or family will be individually identified in any report to any government agency or to the public.

To ensure that children and families receiving child care services are counted only once, HHS and CDE are requesting the social security number of the head of the family unit receiving child care assistance. If you do not wish to have your social security number used for this purpose, you may still receive child care assistance, but your social security number will help us meet HHS reporting requests and state requirements for program statistics. Authority to ask for your social security number for this data collection is in Section 98.71 (a)(13) of Title 45 of the Code of Federal Regulations, Education Code Section 8261.5, and Section 18070 of Title 5 of the California Code of Regulations.

**Statement of Understanding**

I have been informed of the way in which my social security number will be used for reporting purposes. I understand that if I do not wish to have my number reported to HHS or CDE, I can still receive child care assistance.

Yes, my social security number may be used \_\_\_\_\_  
(SSN)

No, I do not wish to have my social security number used for this purpose.

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

You have the right to access records containing your personal information. For information about this system of records, contact the California Department of Education, Child Development Division, 1430 N Street, Sacramento, CA 95814; telephone (916) 445-1907.

**General Policy Acknowledgement**

- My child care services are contingent upon available funds. Even though I may have a child care certificate indicating eligibility through a certain date, if funding is decreased or eliminated, my services may end before that date.
- Child Action, Inc.'s referral service provides referrals appropriate to a family's home, work and school locations, ages of the children and family income based on information received from the provider. Child Action, Inc. does not inspect or warrant the condition of any provider's facility or the quality of supervision the children receive.
- Child Action, Inc. is a Parent Choice Program and I have selected my own child care provider without any recommendation or endorsement from Child Action, Inc.
- If I choose a licensed provider, I have the right and responsibility to view any licensing information regarding site visits to my provider's facility or records related to any substantiated or inconclusive complaints. I understand that my provider is required to keep these records on the premises of the child care facility and I can view them by asking my provider.
- Child Action, Inc. has provided me with a copy of the state's Notification of Parents' Rights form. I understand that if I choose a licensed provider, state law requires that my provider give me this form and inform me of my rights as explained on the form.
- I understand that Megan's Law (AB 488 Parra) provides the public with internet access to detailed information on registered sex offenders. I understand that I can access the Department of Justice "Registered Sex Offender" database by visiting [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov).
- I understand that my child care payment may be capped according to the State of California's Regional Market Rates. I further understand that I am responsible to pay the difference between what the provider charges and what Child Action, Inc can pay.
- I understand that Child Action, Inc will communicate with DHA regarding my case.

I understand the above stated rules. Child Action, Inc. assumes no responsibility for injury or damages arising from the performance of this agreement for services. The provider and the parent agree to indemnify and hold harmless Child Action, Inc., its officers, and employees from costs, suit or liability allegedly arising from the provision of child care services.

In addition, I understand that failure to provide information regarding my eligibility and/or providing false, fraudulent or misleading information will not only result in termination from the Child Action, Inc. subsidized program, but will also result in my having to pay back any money paid out for my child(ren)'s care.

I understand the above includes only a summary of the rules and procedures of Child Action, Inc. For more detailed information, I will read the Parent Handbook.

\_\_\_\_\_  
Parent Name (Please Print)

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date