



STATE OF WEST VIRGINIA  
DEPARTMENT OF HEALTH AND HUMAN RESOURCES

## CHILD CARE PARENT SERVICES AGREEMENT

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**Applicant or Parent/Head of Household Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

This Agreement is entered into by the West Virginia Department of Health and Human Resources (DHHR) or its specified contract agency pursuant to its responsibility for the care of children under Chapter 49 of the West Virginia Code.

This Agreement entered into this \_\_\_\_\_ between CCR&R hereinafter referred to as "Agency" and \_\_\_\_\_, herein referred to as "Parent," is as follows:

### I. Placement for Child Care Services

Parent authorizes Agency to accept the following for Child Care services:  
\_\_\_\_\_

### II. Payment

- A. Agency agrees to pay a portion or all of the cost of Child Care services to the selected Child Care provider according to the agency's established payment rates.
- B. Parent agrees to pay a fee for services directly to the provider according to Agency's "Fee Schedule for Child Care Services". Fees are due either daily, weekly or monthly per private arrangement with the provider.
- C. Parent agrees that Agency will stop payment for Child Care services if the parent does not pay the appropriate fee to the provider under terms of this Agreement. Parent will not again be eligible for Child Care services until all outstanding fees are paid. Parents should obtain receipts to verify payment has been made and to use for income tax purposes.

### III. Parents' Rights

- A. Parents have the right to:
  1. Choose their provider from a number of options including family child care homes, family child care facilities, child care centers, friends or relatives, as long as the care giver complies with the rules/requirements established by the Department to insure the health and safety of children.
  2. Parents retain all legal rights to the child while children are in care.
  3. Appeal any denial or closure of child care services.
- B. WV WORKS participants who have applied for child care due to the mandated TANF work requirements have the right to request an exemption from TANF penalties if they are unable to work because they cannot find suitable child care for a child who is under age six. In order to be considered suitable, the care must be: (1) available during hours of employment; (2) within

reasonable distance with travel not in excess of 60 minutes daily; and (3) the parent and provider must be eligible to receive child care subsidies

**IV. Parents' Responsibilities: if parents fail to fulfill the responsibilities listed below, the agency shall give a written warning regarding specific problems, noting that subsequent abuses may result in a 30 day penalty closure.**

**A. Parents agree to:**

1. Visit and interview the selected provider before placement. The parent should monitor care throughout placement.
2. All conditions within the Child Care Certificate regarding use of care for only pre-approved times. Certificates must be given to the child care provider. Private pay arrangements must be made for activities that are not pre-approved by the Agency. The Agency will not pay for child care provided while parents attend medical appointments, go shopping, or other non-work or school related activities.
3. Renew the certificate every twelve months by completing a status check at least two weeks before the current certificate expires. Failure to complete a status check and return it to the agency by the due date will result in case closure. The renewal application must be returned with all necessary verification to continue services.
4. Notify the Agency of provider changes within 5 days. The Agency will not make payment to the child care provider if the parent fails to report the change, and the parent will bear responsibility for payment. The parent should consider the effects that frequent provider changes will have on the children.
5. Notify the Agency of changes in activity status. If the parent becomes unemployed or graduates or withdraws from school, the parent will not be eligible for child care services unless they have contacted the Agency, and been given consent to use services for 90 days to search for new employment.
6. All other rules and regulations governing the Child Care program and will notify Agency in writing within five (5) days if there is any change in the information provided during the application and/or review process. These changes include change to address, change of employment or school, change in marital status, addition of a child, and change in the number of people in the household.

**B. Parents understand:**

1. That they may be asked to repay Agency for any amounts expended for care provided when services are no longer needed or if paid for unauthorized uses. If intentional misrepresentation is involved, the Parent understands that legal action will be taken to pursue payment.
2. The Agency may contact the parents' employer or school at any time to confirm employment or school attendance. The Agency will use this information to ensure that the parent is still eligible for services and that the child care provider is billing for approved times only.
3. That if the biological parent of any child receiving services lives in the home, that person must also participate in an approved activity and report any income received, in order to maintain eligibility for services.
4. If the parent marries, regardless of whether the spouse is the biological parent of any child receiving services, the spouse must also participate in an approved activity and report any income received, in order to maintain eligibility for services.
5. Their responsibility to meet the provider's rules and regulations regarding picking children up in a timely manner, sign in and out procedures and providing permission slips for medications and field trips. The parent should also discuss with the provider important information about the child's health, general schedule, habits, likes and dislikes.

6. They must complete an Emergency Information form for each child, have it notarized, and give it to the child care provider before the child attends.
7. If necessary, the parents must give the provider a Health Assessment and verification of immunization form within thirty days of attendance. The Health Assessment and verifications of immunizations shall be updated every two years.
8. That failure to abide by requirements in Section IV of this agreement will result in termination of the child care certificate and closure of the child care case.
9. If the child care case is closed, the parents must reapply for services

**V. Parental Choice**

- A. The agency agrees to identify Child Care provider choices for parents. Options shall include licensed centers, licensed facilities, and family homes registered by the West Virginia Bureau of Human Resources through a self-check procedure in which providers certify they meet the state's minimum health and safety standards. This is not a recommendation as to the quality of care. It remains the parent's responsibility to select and employ a provider.
- B. Parents understand they have the right to:
  1. Select the provider of their choice.
  2. An informed choice of care which meets their children's needs for a safe, healthy, stable and caring environment.
  3. Receive information on substantiated parental complaints on providers. Parents therefore agree to monitor the care their children receive and report any instance of suspected abuse or neglect or standards violations by the provider to the local DHHR office.

IN WITNESS WHEREOF, the parties have executed this Agreement.

\_\_\_\_\_  
 (Signature of Parent, Guardian or Responsible relative)

\_\_\_\_/\_\_\_\_/\_\_\_\_  
 Date

\_\_\_\_\_  
 (Signature of Service worker)

\_\_\_\_/\_\_\_\_/\_\_\_\_  
 Date

Agreement is not valid without both signatures.