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I. DEFINITIONS

“Administrative delay” means either the parent or vendor does not provide needed information for eligibility purposes to the local department within the 30-day application-processing period due to circumstances beyond their control.

“Applicant” means a person who has applied for child care services and the disposition of the application has not yet been determined.

“Approved Activity” means the reason identified in the service plan that child care subsidy and services are needed. An approved activity may be the parent’s full time or part time employment, the parent’s education or training leading to employment, or the children’s need for child protective services.

“Assigned Activity” for VIEW means participation in, but not limited to, job search, employment (subsidized or unsubsidized), Community Work Experience, on-the-job training, job skills training, job readiness training, education, internships, or a practicum in conjunction with work; for SNAPET means participation in a component listed on the SNAPET Plan of Participation. A list of core work activities is found in Chapter 1000 of the TANF manual.

“Background Checks” means a sworn statement or affirmation as may be required by the *Code of Virginia*, the Criminal History Record Check, the Sex Offender and Crimes Against Minors Registry check, and the Central Registry Child Protective Services check.

“Case Management Services” means services that include, but are not limited to, application, assessment, eligibility determination, notices of action, consumer education and/or service planning.

“Case Manager” means the worker designated by the local departments of social services, a private sector contractor or a private community-based organization including non-profit entities, churches, or voluntary organizations that provide case management services.

“CCD web site” means the intranet web site for Child Care and Development at: <http://SPARK.dss.virginia.gov/divisions/cc/index.html>

“CCDF” means Child Care and Development Fund, the federal block grant for child care that was authorized by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193).

“Certified preschools” means preschool or nursery school programs operated by private schools that are accredited by a statewide accrediting organization (or another accrediting organization recognized by the Board of Education) and are certified by the Virginia Department of Social Services.

“Child care services” means those activities that assist eligible families in the arrangement for and/or purchase of child care for children for care that is less than a 24 hour day. It also means activities that promote parental choice, consumer education to help parents make informed choices about child care, activities to enhance health and

safety standards established by the state, and activities that increase and enhance child care and early childhood development resources in the community.

“Child care subsidy” means payments to vendors or reimbursement payments to parents to assist eligible families with the cost of child care.

“Child day center” means a child day program offered to two or more children under the age of 13 in a facility that is not the residence of the vendor or of any of the children in care, or 13 or more children at any location.

“Child day program” means a regularly operating service arrangement for children where, during the absence of a parent or guardian, a person or organization has agreed to assume responsibility for the supervision, protection, and well-being of a child under the age of 13 for less than a 24-hour period.

“Child protective services (CPS)” means the identification, receipt, and immediate response to complaints and reports of alleged child abuse or neglect for children under 18 years of age. It also includes assessment, and arranging for and providing necessary protective and rehabilitative services for a child and his family when the child has been found to have been abused or neglected or is at risk of being abused or neglected.

“Children with Special Needs” means children with documented developmental disabilities, mental retardation, emotional disturbance, sensory or motor impairment, or significant chronic illness who require special health surveillance or specialized programs, interventions, technologies, or facilities.

“Co-payment” means a specific fee that is a portion of a household’s income that is contributed toward the cost of child care.

“Current VIEW Activity and Service Plan or SNAPET Plan of Participation” means that the form covers the period of child care service delivery.

“Department” means the Virginia Department of Social Services.

“Disqualification” means the time period that clients or vendors are disqualified from participating in the subsidy programs due to a finding of fraud or due to failure to repay an overpayment according to the repayment schedule entered into with the local department.

“Diversionary Assistance” means a one-time lump sum payment to an individual or third party vendor to prevent long-term receipt of TANF.

“Division of Child Care and Early Childhood Development” is the title of the division that administers the Child Care Development Subsidy Program.

“Early Head Start” means a family-focused child development program serving children from birth to three years of age under Section 645A of the Head Start Act.

“Earned Income Disregard” means a certain amount of earned income that is not taken into consideration when determining eligibility for TANF benefits.

“Education leading to employment” means the pursuit of basic remedial instruction to achieve a basic literacy level, instruction in English as a second language, preparation

for GED or Adult Education, the completion of high school, associate degree or certificate, work at the college level or bachelor degree from a college or university if the course of instruction is limited to a curriculum directly related to the fulfillment of an individual's educational goal to obtain useful employment in a recognized profession or occupation.

"Family" means any individual, adult or adult(s) and/or children related by blood, marriage, adoption, or an expression of kinship who function as a family unit.

"Family day home" means a child day program offered in the residence of the vendor or the home of any of the children in care for one through 12 children under the age of 13, exclusive of the vendor's own children and any children who reside in the home, when at least one child receives care for compensation.

Family day homes serving six through twelve children, exclusive of the vendor's own children and any children who reside in the home, shall be licensed. However, no family day home shall care for more than four children under the age of two, including the vendor's own children and any children who reside in the home, unless the family day home is licensed or voluntarily registered. A family day home where the children in care are all grandchildren of the vendor shall not be required to be licensed (*Code of Virginia* 63.2-100).

"Family day system" means any person who approves family day homes as members of its system; who refers children to available family day homes in that system; and who, through contractual arrangement, may provide central administrative functions including, but not limited to, training of operators of member homes; technical assistance and consultation to operators of member homes; inspection, supervision, monitoring, and evaluation of member homes; and referral of children to available health and social services. Currently "Infant/Toddler Family Day Care" serving Northern Virginia is the only licensed family day system in the state.

"Federally regulated vendor" means a vendor regulated by the federal government, such as child care vendors operated by the Department of Defense on military bases.

"Federal Poverty Guidelines" means the income levels by family size, determined by the federal Department of Health and Human Services, to be used as guidelines in determining at what level families in the country are living in poverty.

"Fee" means a charge for a service and may include, but is not limited to, co-payments, charges above the Maximum Reimbursable Rate (MRR), or charges for registration or transportation.

"Fee Child Care" means the program that provides child care subsidy to low-income parents from the Child Care Development Fund that usually requires a parental co-payment.

"Finding of child care fraud" means the conviction of child care fraud by a court of appropriate jurisdiction.

"Fraud" means the knowing employment of deception or suppression of truth in order to receive services one is not entitled to receive.

"Full-time employment" means regularly scheduled activities that engage a participant in employment for 30 or more hours per week.

"Good cause" means a valid reason why, in a two-parent household, a parent or any other person under Virginia law responsible for the support of the children cannot provide the needed child care.

"Head Start" means the comprehensive federal child development programs that serve children from birth through age five, pregnant women, and their families (as established by the Head Start Act (42 USC §9840)).

"Head Start Wrap-Around" means the subsidy program that pays for additional hours beyond those provided by Head Start/Early Head Start in order to provide full day/full year child care services for Head Start/Early Head Start enrolled children.

"In loco parentis" means an adult(s) with whom the child is living who has assumed responsibility for the day-to-day care and supervision of the child.

"Income eligible" means that eligibility for child care subsidy is based on income and family size.

"In-home" means child care provided in the home of the child and parent when all the children in care reside in the home and the vendor does not live in the home.

"Job Search" means (for VIEW) a structured, time-limited period during which the participant is required to search for and/or obtain employment. In order to complete the job search, the participant is required to apply for a set number of jobs or find employment.

"LEARNFARE" means child care services provided to a TANF minor parent to enable them to attend school in compliance with compulsory school attendance laws.

"Level 1 Maximum Reimbursable Rates" means the rates paid to a child care vendor who is not licensed, approved by a licensed family day system, or approved under local ordinance according to §15.2-914 of the *Code of Virginia*. (See [Appendix G](#).)

"Level 2 Maximum Reimbursable Rates" means the rates paid to a child care vendor who is licensed by the Virginia Department of Social Services, approved by a licensed family day system, or approved under local ordinance according to §15.2-914 of the *Code of Virginia*. (See [Appendix G](#).)

"Local department" means the local department of social services of any county or city in the Commonwealth of Virginia.

"Local department web site" means the intranet web site for the Department. Also referred to as SPARK at: <http://spark.dss.virginia.gov/>

"Local government-approved recreation program" means a program of recreational activities offered by local governments, staffed by local government employees, attended by school-age children, and subject to safety and supervisory standards established by local governments.

“Local ordinance approved provider” means a child care program approved under local ordinance according to § 15.2-914 of the *Code of Virginia*. Currently, three localities (Fairfax, Alexandria, and Arlington) approve providers under local ordinance.

“Maximum Reimbursable Rate” (MRR) means the maximum rate paid for child care services through the subsidy program that is established by the Department and set out in the state Child Care and Development Fund plan filed with the United States Department of Health and Human Services.

“Memorandum of Agreement (Agreement)” means an Agreement between a local department and a child care vendor that must be signed by all vendors before child care payments can be authorized.

“Non-fraud overpayment” means an overpayment that was caused by the local department, or by an inadvertent household or vendor error.

“On-the-Job Training” means training that is provided by an employer during routine performance of a job.

“Parent” means a parent by blood, marriage or adoption and also means a legal guardian, person cohabiting (as man and wife) with the natural or adoptive parent of a minor child(ren), or other person standing in loco parentis.

“Participant” means a TANF or TANF-UP recipient who is participating in the VIEW program.

“Part-time employment” means any regularly scheduled activity that engages a participant in employment for a minimum of eight hours but less than 30 hours per week.

“Provider” means a person, entity, or organization providing a child **care** program. Also referred to as Vendor. Multiple facilities/sites operated by the same person, entity or organization are considered separate vendors.

“Purchase of Service Order” means a form/certificate sent to a vendor to authorize the delivery of services to a customer.

“Relative vendor” means a child care vendor related to the parent or child by blood, marriage or adoption.

“Religiously exempt center” means a child day center operated by a religious institution exempt from licensure.

“Resource and referral” means services that provide information to parents to assist them in choosing child care and may include assessment of the family’s child care needs, collection, and maintenance of information about child care needs in the community, and efforts to improve the quality and increase the supply of child care.

“Sanction” means to reduce or suspend a participant’s TANF grant and/or food stamp allotment for noncompliance with regulations or statutes.

“Satisfactory progress” means that the participant in any educational or training activity is meeting, on a periodically measured basis of less than one year, such as a term or

quarter, a consistent standard of progress based on written policy developed by the educational institution or training agency.

"Service plan" means the written, mutually agreed upon activities and responsibilities between the local department and the parent in the provision of child care services. Details of the child care service plan must be documented in the case record in the child care case narrative labeled as such or on a labeled service plan form.

"SNAPET" means Virginia's Supplemental Nutrition Assistance Program Employment and Training (SNAPET) a multi-component employment and training program that provides Job Search, Job Search Training, Education, Training, and Work Experience to certain SNAP recipients. (Formerly FSET)

"Subsidy programs" means the Department programs that assist low income eligible families with the cost of child care, including the TANF, SNAPET, Head Start-Wrap-Around, Fee and Transitional child care programs.

"SPARK" (Services-Programs-Answers-Resources-Knowledge) means the Department's intragency web site at <http://spark.dss.virginia.gov/>.

"Suspension" means that child care payments are suspended because there is no need for care for up to three months.

"Sworn Statement or Affirmation for Unregulated Providers" (032-02-0094-01-eng) (Sworn Statement or Affirmation) means the statement signed by a child care provider disclosing whether or not he/she has ever been (i) the subject of a founded case of child abuse or neglect or (ii) convicted of a crime or is the subject of pending action within the Commonwealth or any equivalent offense outside the Commonwealth.

"TANF" means Temporary Assistance for Needy Families, the program administered by the Department through which a relative can receive monthly cash assistance for the support of his eligible children.

"TANF assistance unit" means a household composed of an individual or individuals who meet all categorical requirements and conditions of eligibility for TANF.

"TANF-capped child" means a child who the TANF worker has determined to be ineligible for inclusion in the TANF Assistance Unit because the child was born more than 10 full months after the mother's initial TANF payment was issued.

"TANF-UP program" means the program that provides aid to dependent children who are deprived of parental support or care by reason of the unemployment of the parents.

"Training leading to employment" means the development of specific work attitudes, behaviors, or skills leading to job readiness as well as the development of specific technical or vocational skills that lead to employment in a recognized occupation and results in other than a baccalaureate or advanced degree.

"Transitional child care" means the program that provides child care subsidy to eligible former TANF recipients after the TANF case closes.

"Unregulated vendor" means any child care vendor who is not state licensed, Department of Education approved, licensed family day system approved, local

ordinance approved, voluntarily registered, religiously exempt, or a certified pre-school and is not required to be regulated.

"USDA Child and Adult Care Food Program" means the United States Department of Agriculture program that reimburses participating, eligible child care vendors for nutritious meals and snacks served to children in care while parents work.

"VACIS" means the Virginia Client Information System. It is an automated statewide case information system.

"Vendor" means a provider who can sell services. Multiple facilities/sites operated by the same person, entity or organization are considered separate vendors.

"Verifiable act of compliance" means (for VIEW) the beginning of, continuance in, or completion of an assigned activity during a VIEW sanction, as specified in the TANF Manual, Chapter 1000, Section 13, Compliance.

"VIEW" means Virginia Initiative for Employment Not Welfare, the Job Opportunities, and Basic Skills (JOBS) Training Program as implemented in the Commonwealth of Virginia.

"Virginia Department of Education-approved child care" means child care programs operated in public schools by local school divisions. A list of these child care programs is available through the SPARK web site under the Division of Child Care and Early Childhood Development at "CCD Documents."

"Virginia Preschool Initiative for At-Risk Four-Year-Old Children" means the joint state-local program operated by the Virginia Department of Education to benefit four-year-old children who are at risk of educational failure and who are not being served by Head Start.

"Voluntarily Registered Family Day Home" means a family day home serving fewer than six children, exclusive of the vendor's own children and any who reside in the home, that becomes state registered on a voluntary basis using approved standards.

II. LEGAL BASE

- The Child Care Development Block Grant Act of 1990 (42 USC 9801 *et seq.*), as amended by the Personal Responsibility and Work Opportunity Act of 1996 (Public Law 104-193) and the Balanced Budget Act of 1997, as implemented in regulation at 45 CFR Parts 98 and 99.
- *Code of Virginia*, Sections 63.2-217, 63.2-319, 63.2-510, 63.2-611, 63.2-616
- Food Stamp Act of 1977, as amended

III. GOALS

Child care services are child-centered, family-focused services that support the family goals of economic self-sufficiency and child development by providing for the supervision, protection and well-being of the child while the parent is participating in an approved activity. The purpose of the Child Care and Development Fund is to increase the availability, affordability, and quality of child care services.

Toward this end, policies and service strategies shall be designed to meet the following goals:

- To provide low-income families with the financial resources to find and afford quality child care for their children.
- To ensure that the family child care program contributes to the broader objective of self-sufficiency.
- To provide child care to children whose parents are trying to achieve independence from public assistance.
- To promote parental choice in the selection of child care.
- To empower working parents to make their own decisions about the child care that best suits their family's needs.
- To provide consumer education to help parents make informed choices about child care.
- To ensure that subsidy dollars are provided to the neediest families.
- To enhance the quality and increase the supply of child care for all families.
- To improve the coordination among child care programs and early childhood development programs.

IV. CONFIDENTIALITY

Federal law requires that client information be kept confidential. The local department may not release information about the client without their written consent except for purposes directly connected with the administration of social service programs or by court order.

A. Legal Basis for Confidentiality

1. Federal Privacy Act

Information from all federal agencies must be kept confidential. Local departments may not release information to any outside source, except as required for purposes of program administration.

2. Virginia Freedom of Information Act

The legal base for this guidance is § 63.2-104 of the *Code of Virginia*, the Virginia Freedom of information Act (§ 2.2-3700 et seq. of the *Code of Virginia*), the Government Data Collection and Dissemination Practices Act (§ 2.2-3800 of the *Code of Virginia*, § 32.1-127.1:03 of the *Code of Virginia* and by regulation (22VAC40-910) promulgated by the State Board of Social Services.

B. Release of Information

1. Release of Information to a Non-Government Agency

The Confidentiality Form (032-01-0040-03-eng) must be completed by the client prior to the release of case information to an outside agency other than an agency of federal, state, or local government.

2. Written Permission for Release of Information

With certain exceptions, the client must give written permission before information may be obtained from other sources or given to an individual or agency. Form 032-01-0005-02-eng, Consent to Exchange Information, should be used.

NOTE: The title of this form is “Authorization to Use and Exchange Information” when it is accessed by a link to SPARK.

3. Local, state, or federal law enforcement officials may request information to investigate an alleged violation of the child care program by submitting a written request to the local department. The written request must include:

- a. The identity of the individual requesting the information and the authority to do so;
- b. The violation being investigated; and
- c. The identity of the person on whom the information is requested.

C. Release of Information Without Written Permission

Based on the client’s signature on the Child Care Application and Redetermination Form, information related to the child care case may be given out or obtained without separate permission from the client in order to carry out the administration of the program.

NOTE: A copy of the NOA must not be sent to the vendor or other parties when it is mailed to the client.

D. Client Access to Records

Clients, or their representative, may read information about themselves contained in their own case records except for mental reports when the physician who wrote them recommends against it.

E. Penalty for the Unauthorized Release of Confidential Information

The disclosure, directly or indirectly, of confidential information contained in a case record by any officer, agency, or employee of the local department shall be considered a Class 1 misdemeanor.

F. Ownership of Records

All client information contained in the local department's records is the property of the local department. Employees of the local department shall protect and preserve such information from dissemination except as necessary for the administration of the case.

Original client records are not to be removed from the premises by individuals other than authorized staff of the state or the local department, except by court order. The local department may destroy records pursuant to record retention schedules.

G. Sending Confidential Information through e-mail

Confidential information is not to be sent through email unless it is encrypted. This includes customer specific information. It is never acceptable to send customer information such as, but not limited to, name, address, or social security number, through e-mail unless it is encrypted. All e-mail communication about clients must use identifiers such as case numbers and/or client ID's.

Local departments should work with local security personnel and Central Office Security personnel to resolve any encryption or security issues.

H. Non-Discrimination

Local departments must ensure that child care services are delivered without discrimination.

I. Correcting Inaccurate information

Local departments must provide means for inaccurate information to be corrected.

V. CHILD CARE SUBSIDY PROGRAMS

Child care subsidy, to the extent of available funding, is provided through the following programs:

A. TANF Child Care

1. Eligibility Criteria
 - a. Child care subsidy and services are made available to recipients of TANF (VIEW and non-VIEW) who meet the non-financial eligibility requirements in Section V. B of this chapter.
 - b. Recipients of TANF (VIEW and non-VIEW) are considered income eligible for child care subsidy and services without a determination of the family's income eligibility.
2. Supporting Approved or Assigned Activity
 - a. Child care is provided to support an approved activity of a TANF recipient including:
 - (1) Full-time employment and part-time employment;
 - (2) Education leading to employment or training leading to employment as long as participants show they are making satisfactory progress (see definition of [satisfactory progress](#));

NOTE: Payment for child care for the attainment of post baccalaureate education is not allowed, except with local only funding.

 - (3) Child protective services (CPS). Child care subsidy may be paid for children whose family(ies) is receiving CPS in cases open through the family assessment track, through the investigation track, or open as CPS ongoing.
 - b. Child care can be provided to support an assigned activity for VIEW participants (see definition of [assigned activity](#)). A current copy of the VIEW Activity and Service Plan must be in the child care file to document the need for care. Current means that the VIEW and SNAPET forms cover the period of child care service delivery.

EXCEPTION: If the appropriate application has not been received at the time authorization must be determined, the child care worker can contact the VIEW or SNAPET worker to confirm the need for child care services. This contact must be documented in the child care case record and may serve as documentation until the appropriate form is received. The form must be received and made a part of the case record within two weeks of the telephone verification.
3. TANF Child Care for Additional Children
 - a. Child care subsidy and services are also made available for needed child care for:

- b. a TANF-capped child;
 - c. a child who receives Supplemental Security Income (SSI), if the parent is on the TANF grant and if the child would have been in the public assistance unit were it not for the receipt of SSI;
 - d. children who are not in the TANF Assistance Unit but who are financially dependent upon the parent who is in the TANF Assistance Unit; and
 - e. children of a parent who is a minor in a TANF public assistance unit to enable the minor parent to attend school in compliance with compulsory school attendance laws (LEARNFARE). This assumes the parent of the minor cannot provide the care because of work, education/training, disability, or another hardship exemption.
 4. VIEW Sanction
A VIEW participant who has been sanctioned may receive child care subsidy if such subsidy is necessary to maintain employment or to perform a [verifiable act of compliance](#) (see [definitions](#)).
 5. VIEW Participant in Inactive Status
A VIEW participant who has been placed in an inactive status due to a family crisis not of the participant's own making may continue to receive child care subsidy in order to assist in returning to an active status (see [VIEW](#) policy). Payment continues to be paid using the VIEW child care budget line (871). See Child Care Program Budget Lines ([Appendix B](#)) and Child Care Program Budget Lines' Descriptions ([Appendix C](#)).
 6. TANF Recipient Working and in Education/Training
If a TANF recipient is both working and in education/training, the agency may choose to pay for the child care from both of the applicable budget lines with the payment separated based upon the hours spent in each activity, or the agency may provide child care from the budget line for which the majority of hours are committed.
- B. Supplemental Nutrition Assistance Program Employment And Training (SNAPET) Child Care
1. Eligibility Criteria
Child care subsidy and services are made available to children of parents in Virginia's SNAPET program if:
 - a. the family meets the non-financial eligibility requirements in Section V. B. of this chapter; and

- b. the family meets the income eligibility requirements in Section V. C. of this chapter.
2. Supporting Approved Activity
Child care is provided to support the parent's participation in an assigned SNAPET component listed on the SNAPET Plan of Participation. A current copy of the Plan of Participation must be in the child care file to document the need for care. Current means that the plan covers the period of child care service delivery.

EXCEPTION: If the appropriate application has not been received at the time authorization must be determined, the child care worker can contact the VIEW or SNAPET worker to confirm the need for child care services. This contact must be documented in the child care case record and may serve as documentation until the appropriate form is received. The form must be received and made a part of the case record within two weeks of the telephone verification.

C. Transitional Child Care

1. Eligibility Criteria

Up to 12 consecutive months of child care subsidy and services are made available to eligible children of former TANF recipients if:

- a. the family meets the non-financial eligibility requirements in Section V. B. of this chapter;
- b. the child received TANF (VIEW or non-VIEW);
- c. the TANF case is closed; and
- d. the family meets the income eligibility requirements in Section V. C. of this chapter.

EXCEPTION: If a VIEW participant is determined to be ineligible for Transitional child care due to income, the local department may provide child care subsidy for three months immediately following the TANF case closure. VIEW funds (budget line 872), not CCDF funds, are to be used for payment and no co-payment is assessed. The client will not have to pay the 10% co-payment but can be required by the vendor to pay any amount over the MRR.

The VIEW worker is responsible for determining if the former participant meets the VIEW requirements to receive these child care subsidies. The child care worker is responsible for assuring that all other applicable child care **guidance is** followed, including, but not limited to non-financial eligibility requirements, vendor requirements, MRR (Appendices H and I), etc.

Such payments count against the 12-month Transitional period if the former VIEW participant is income eligible for Transitional child

care after this 90-day period. If the former participant is determined to be income eligible for the remainder of the 12-month Transitional period, a co-payment is assessed.

2. Supporting Approved Activity

Child care is provided to support an approved activity including:

- a. For former TANF recipients (VIEW or non-VIEW), full-time employment or part-time employment of parents.
- b. For former VIEW participants, training as approved and monitored by the VIEW worker as part of VIEW Transitional Employment and Training.

3. Child Care for Children Not in TANF Assistance Unit

- a. Transitional child care services include needed child care for children who were not in the TANF assistance unit but who are dependent upon the parent, including:
- b. TANF-capped child;
- c. a child who receives Supplemental Security Income (SSI), if the parent was on the TANF grant and if the child would have been in the public assistance unit were it not for the receipt of SSI;
- d. children who were not in the TANF Assistance Unit but who are financially dependent upon the parent who was in the TANF Assistance Unit; and
- e. children of a parent who was a minor in a TANF public assistance unit to enable the minor parent to attend school in compliance with compulsory school attendance laws (LEARNFARE). This assumes the parent of the minor cannot provide the care because of work, education/training, disability, or another hardship exemption.

4. Notice of Transitional Child Care

The local department must inform the former TANF recipient that Transitional child care is available. This information shall be made available at the time of initial TANF eligibility and at the time of notification of ineligibility for TANF. An automated letter is generated by the ADAPT system and is sent by the local department to each parent whose TANF case is closed. The letter informs the parent of potential eligibility for Transitional child care.

See Section VI. J. 3. c. of this chapter for information on [notices to terminate Transitional child care.](#)

5. Transitional Eligibility Period

The Transitional eligibility period for eligible children of former TANF recipients starts the first day of the month following closure of the TANF case and ends 12 months later.

EXAMPLE: A customer's TANF case is closed. She does not find employment for two months. She can apply for Transitional child care at the point she is employed for her remaining months of Transitional eligibility (in this case 10 months).

6. Funding

- a. If parents meet the eligibility criteria for Transitional child care, Transitional funding shall be used, except in situations where Notices of Action do not permit payment in a timely manner. In these cases TANF/Working funding may be used for one month to give the local department time to set up Transitional funding.
- b. If there is a delay between the last TANF check and closure of the TANF case and the family is income eligible, child care subsidy payments are made using TANF child care funds (budget line 871) until the TANF case is closed. Such payments do not count against the 12-month Transitional period.

7. Diversionary Assistance

Receipt of [Diversionary Assistance](#) does not qualify an individual for Transitional Child Care.

D. Head Start Wrap-Around Child Care

This program is for extended day and extended year child care beyond times covered by federally funded Head Start core hours.

1. Eligibility Criteria

Head Start Wrap-Around child care subsidy and services are made available to families with Head Start-enrolled children if:

- a. the family meets the non-financial requirements in Section V. B. of this chapter; and
- b. the family meets the income eligibility requirements in Section V. C. of this chapter.

2. Supporting Approved Activity

Child care is provided to support an approved activity for parents of Head Start-enrolled children including:

- a. Full-time employment and part-time employment;
- b. Education leading to employment or training leading to employment as long as participants show they are making [satisfactory progress](#) (see [definitions](#));

NOTE: Payment for child care for the attainment of post baccalaureate education is not allowed, except with local only funding.

- c. Child protective services (CPS). Child care subsidy may be paid for children whose family(ies) is receiving CPS in cases open through the family assessment track, through the investigation track, or open as CPS ongoing.

3. Verification of Enrollment

Verification of a child's enrollment in Head Start is required in order to receive Head Start Wrap-Around child care subsidy. Confirmation by telephone from the program in which the child is enrolled is sufficient verification. Documentation of the confirmation of enrollment shall be recorded in the case record.

4. Payment for Siblings

If a local department has a waiting list for Fee Child Care, Head Start Wrap-Around funds may be used to pay for child care for eligible siblings of an enrolled Head Start/Early Head Start child.

If there is no local department waiting list, child care for the siblings of the enrolled Head Start child will be paid from Fee child care budget lines 881 or 883.

A co-payment is assessed to the family when non-Head Start children receive child care subsidy.

5. Payment for Summers

Head Start Wrap-Around funds (budget line 878) may be used for child care subsidy for families with a child enrolled in a Head Start/Early Head Start program for the summer prior to attendance in a part-year Head Start/Early Head Start program and for the summer following the end of a part-year Head Start/Early Head Start program.

6. Eligibility Redetermination

See policy for [Head Start Wrap-Around eligibility redetermination](#) in Section V. I. 2. of this chapter.

E. Fee Child Care Program

1. Eligibility Criteria

Fee child care subsidy and services are made available to children in eligible low income families to the extent of available funding if:

- a. the family meets the non-financial requirements in Section V. B. of this chapter; and
- b. the family meets the income eligibility requirements in Section V. C. of this chapter.

2. Supporting Approved Activity

Child care is provided to support an approved activity including:

- a. Full-time employment and part-time employment;
- b. Education leading to employment or training leading to employment as long as participants show they are making satisfactory progress (see [definitions](#));

NOTE: Payment for child care for the attainment of post baccalaureate education is not allowed, except with local-only funding.

NOTE: When parents are involved in educational web-based or correspondence learning from accredited universities or colleges and are enrolled in at least two courses with a minimum of six credit hours, child care can be approved if any of the following circumstances exists:

- (1) the class is offered at a regularly scheduled time only. Web-based classes that the parent may take at any time do not fit this criteria
- (2) the child(ren) in need of care are not eligible to attend public school, are not enrolled in and attending Head Start/Early Head Start or a pre-school program which does not require the parent to pay
- (3) classes are offered only outside traditional public school hours
- (4) there is not another parent in the home available to take care of the child(ren),
- (5) the parent must leave the home to have access to a computer, and the children in need of care are not eligible to attend public school, are not enrolled in and attending Head Start/Early Head Start or a pre-school program.

- c. Child protective services (CPS). Child care subsidy may be paid for children whose family(ies) is receiving CPS in cases open through the family assessment track, through the investigation track, or open as CPS ongoing.

3. Subsidy-Capped Child

At the option of the local department of social services, a child born to a family 10 months or more after the initial date of receipt of Fee child care subsidy may receive Fee child care subsidy or be placed on the agency waiting list.

4. Five-Year Limit

Localities may limit receipt of Fee child care subsidies to a maximum of five years. The 60 months do not have to be consecutive. Each family receiving a Fee child care subsidy shall be given at least 12 months notice before the five-year limit is imposed. Receipt of Fee child care subsidy in another locality may impact the total number of months of receipt of child care subsidy in the present locality. Receipt of Transitional, Head Start Wrap Around, SNAPET, or TANF child care does not count toward the five years.

5. Waiting List

a. Waiting List Policy

In the Fee Child Care program, it may become necessary to place a family on a local department waiting list due to lack of funds. Therefore, local departments shall have a waiting list policy for these child care funding sources. Prior receipt of TANF or Head Start Wrap-Around services shall not be a reason for preferential placement on a waiting list. Proposed policy for a waiting list must be approved by the Department prior to submission to the local board of social services. A waiting list policy must assure that decisions are made uniformly.

b. Screening

If funds are not immediately available to provide services, the family must be screened prior to being placed on the waiting list. Screening may be done by telephone, by a face-to-face interview, or the local department may mail a screening form to the family. Verification of eligibility criteria is not required to screen a family for the waiting list. The family's declaration regarding eligibility criteria, such as, but not limited to, employment, income, and ages of children, is acceptable.

The waiting list screening tool is available through the local department web site. If the screening tool indicates the family may be eligible, the waiting list database will be updated automatically. If a local screening form is used, the waiting list database must be updated in order to place a family on the waiting list.

Local departments shall monthly review the "Screened Only" Waiting List Report (available on the local department web site). Families on this list for more than 30 days shall be deleted from the "Screened Only" list.

c. Placement on Waiting List

- (1) If the screening indicates the family may be eligible for assistance, they are to be placed on the waiting list.
 - (2) All families on the waiting list must be entered into the Waiting List Database managed by the Department.
 - (3) Families who are receiving Transitional child care may be placed on the waiting list no earlier than 60 days prior to the end of their Transitional eligibility.
 - (4) Families who are receiving Head Start Wrap-Around child care may be placed on a waiting list no earlier than 60 days prior to the end of their child's Head Start enrollment.
- d. Updating Waiting List
- (1) Each local department shall update its waiting list each April and October.
 - (2) The Waiting List Database will notify local departments each month of families who have been on the waiting list for 90 days or more. The agency may use this tool to update its waiting list quarterly, or the agency may do a mass update each April and October.
 - (3) Updated family information may be obtained by letter, phone call, or in-person. The worker should assess continued interest in being on the waiting list and obtain a current address and telephone number. The local department shall not require a face-to-face interview to update a family's waiting list status.
 - (4) When families are removed from the waiting list, they must be deleted from the Waiting List Database. Instructions for deletion of information from the waiting list can be found at the local department web site.
- e. Family's Right to Apply for Services
- Families must be advised that they have the right to apply for services rather than be screened for the waiting list. If they apply and are determined to be eligible for child care assistance but funds are not available to immediately serve them, they are to be placed on the waiting list. The Child Care Notice of Action to deny the application must advise the applicant that they are being placed on the waiting list and why.
- f. Referral to Community Resources

When sufficient funds are not available to provide immediate assistance, families should be advised of other community resources that may be available to help them. These resources may include, but are not limited to, Head Start, the Virginia Preschool Initiative for At-Risk Four-Year-Old Children, and programs that offer scholarships or services based on a sliding fee scale, including YMCA/YWCA programs, church programs and local not-for-profit programs. Clients should be told about the Department's 2-1-1 helpline as well as the Department's public web site at www.dss.virginia.gov.

VI. CASE MANAGEMENT PROCESS

Case management activities must be clearly labeled and recorded in the case record by completing the mandated forms contained in this manual, by completing case management forms designed locally and approved by the Department in writing and/or by completing the [Child Care Subsidy Contact Sheet/Case Narrative](#) (032-05-0402-00-eng). The written approval of locally developed forms must be kept on file in the local department.

Child care case records cannot be transferred to another local department. This is due to the funding allocation process.

A. Application And Assessment

1. Application Form

- a. Parents who request child care services must sign a [Child Care Subsidy Service Application and Redetermination Form](#) (032-02-0109-eng) (service application) and cooperate with an assessment by the local department. The date the signed application is received by the local department must be noted on the form.
- b. The VIEW Activity and Service Plan (032-02-0302-04) serves as the application for child care for VIEW participants. The SNAPET Plan of Participation (032-02-0075-03) serves as the application for child care for SNAPET participants. Current copies of these forms must be filed in the child care case record. Current means that the forms cover the period of child care service delivery.

EXCEPTION: If the appropriate application has not been received at the time authorization must be determined, the child care worker can contact the VIEW or SNAPET worker to confirm the need for child care services. This contact must be documented in the child care case record and may serve as documentation until the appropriate form is received. The form must be received and made a part of the case record within two weeks of the telephone verification.

Former VIEW or SNAPET participants who apply for Transitional, Fee, or Head Start Wrap-Around child care must complete and sign a child care service application if only the VIEW Activity and Service Plan or the SNAPET Plan of Participation is in the case record.

2. Intake

Local departments must explain to applicants for child care:

- a. how eligibility is determined;
- b. the importance of providing accurate and thorough information; and
- c. the rights and responsibilities of applicants (see [child care parent responsibilities](#) in G. below).

3. Assessment of Needs

The family's need for child care shall be assessed at the time of application.

Parents shall be informed of the full range of services offered by the agency. If the family identifies other needs, an assessment of those needs shall be completed. See Volume VII, Section I, Chapter B for information on assessments and service plans.

Details of the assessment and service planning must be documented in the case record on a form labeled as a service plan, in the child care case narrative, on the **current** VIEW Activity and Service Plan or on the **current** SNAPET Plan of Participation, whichever is appropriate. If the Assessment and Service Plan are recorded in the case narrative, they must be clearly labeled as such.

4. Opening Case

A case shall be opened on all families that are to receive child care services, and appropriate case management procedures found in department manuals shall be followed.

B. Non-Financial Eligibility Requirements

Child care services are provided to children in eligible families that meet the following criteria:

1. Need for Child Care/Good Cause

- a. Families served must have an established need for child care subsidy to support an approved or assigned activity.
- b. In two-parent households, there must be good cause why either parent cannot provide the needed child care before payment for child care will be made. Documentation of the finding of good cause shall be entered into the case record.

2. Citizen/Qualified Alien

- a. Children served must be citizens of the United States or qualified aliens. The worker must deny child care subsidy if the child's citizenship or alien status cannot be verified. The legal basis for these procedures is set forth in Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. P.L. 104-193, as amended. The procedures are found in Federal Register notice 62 FR 61344 (November 17, 1997).

NOTE: The following requirements do not apply to current or former TANF or Transitional child care recipients. Their citizenship or alien status has been determined in order for them to receive TANF. The case file must contain documentation of the child's former receipt of TANF. A print out of a SPIDeR inquiry can serve as documentation.

NOTE: In the case of a newborn, the proof-of-birth letter furnished by the hospital to the parent is sufficient documentation to authorize child care. The birth certificate must be provided as soon as it is available, but no longer than three months after the authorization, or child care can no longer be authorized.

b. Procedures for Verifying Citizenship or Alien Status

Accept only original documents or copies certified by the issuing agency to verify the child's citizenship or alien status. Do not accept photocopies of original documents or notarized copies. There is no requirement to verify the citizenship or alien status of a parent or person acting in loco parentis who is applying for a child, and verification must not be requested for these individuals.

(1) Make a copy of the original document.

(2) Write the following information on the copy:

- the date the original was seen and
- the name and title of the individual who saw the original

EXCEPTION: A copy of a birth certificate from a local department's record is acceptable. The case file must document the source of the copy.

c. Documentation of U.S. Citizenship

The local department must verify that the child is a U.S. citizen. The methods of verifying U. S. citizenship are listed below.

d. U.S. Citizenship

The worker may use the following documents to verify the child is a U.S. citizen:

- (1) A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico, Guam, the U.S. Virgin Islands, American Samoa, or the Northern Mariana Islands, (unless the child was born to foreign diplomats residing in such a jurisdiction);
- (2) United States passport;
- (3) FS-240 form issued by the Department of State to U.S. citizens to verify the birth abroad of a U.S. citizen;
- (4) FS-545 Certificate of Birth issued by a Foreign Service post or DS-1350 Certification of Report of Birth. Copies are available from the Department of State;
- (5) Form N-561, Certificate of Citizenship;
- (6) Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (This statement is given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350); or
- (7) Form I-872 (or prior versions), American Indian Card with a classification code "KIC" and a statement on the back identifying the bearer as a U.S. citizen (issued by the Service to U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border).
- (8) Foreign-born children adopted by a U. S. Citizen
A foreign-born child who has been adopted by a U.S. citizen does not automatically acquire citizenship. If the applicant cannot provide evidence of the child's citizenship, have them contact the local U.S. Citizenship and Immigration Service office for a determination of U.S. citizenship.

e. Documentation for Qualified Aliens

The agency must verify that a child falls into one of the qualified alien statuses if they are not a U. S. citizen. The status of qualified aliens must be

checked at least annually. The methods of verifying the status are listed below.

f. An Alien Lawfully Admitted for Permanent Residence

Accept the following documentation to establish the child is an alien lawfully admitted for permanent residence:

- (1) Form I-551 (Alien Registration Receipt Card, commonly known as a "green card"); or
- (2) An unexpired Temporary I-551 stamp in foreign passport or on a Form I-94

g. An Asylee

Accept the following documentation to establish the child is an asylee:

- (1) Form I-94 annotated with stamp showing grant of asylum under section 208 of the INA; or
- (2) Form I-688B (Employment Authorization Card) annotated "274a.12(a)(5)"; or
- (3) Form I-766 (Employment Authorization Document) annotated "A5"; or
- (4) Grant letter from the Asylum Office of the U.S. Citizenship and Immigration Service; or
- (5) Order of an immigration judge granting asylum.

h. A Refugee

Accept the following documentation to establish the child's status as a Refugee:

- (1) Form I-94 annotated with stamp showing admission under § 207 of the INA; or
- (2) Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- (3) Form I-766 (Employment Authorization Document) annotated A3"

i. An Alien Paroled Into the U.S. for a Least One Year

Accept the following documentation to establish that the child is an alien paroled into the U.S. for at least one year:

- (1) Form I-94 with stamp showing admission for at least one year under section 212(d) (5) of the INA.
- (2) The requirement cannot be met by combined periods of admission that total one year.

- j. An Alien Whose Deportation or Removal Was Withheld
Accept the following documentation to establish that the child is an alien whose deportation or removal was withheld:
 - (1) Form I-688B (Employment Authorization Card) annotated "274a.12(a)(10)"; or
 - (2) Form I-766 (Employment Authorization Document) annotated "A10"; or
 - (3) An Order from an immigration judge showing deportation withheld under §243(h) of the INA as in effect prior to April 1, 1997, or removal withheld under § 241(b) (3) of the INA.
- k. An Alien Granted Conditional Entry
Accept the following documentation to establish the child is an alien granted conditional entry into the U.S.:
 - (1) Form I-94 with stamp showing admission under §203(a)(7) of the INA; or
 - (2) Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
 - (3) Form I-766 (Employment Authorization Document) annotated "A3."
- l. A Cuban/Haitian Entrant
Accept the following documentation to establish that the child is a Cuban/Haitian entrant:
 - (1) Form I-551 (Alien Registration Receipt Card, commonly known as a "green card") with the code CU6, CU7, or CH6; or
 - (2) An unexpired temporary I-551 stamp in foreign passport or on Form I-94 with the code CU6 or CU7; or
 - (3) Form I-94 with a stamp showing parole as "Cuba/Haitian Entrant" under Section 212(d)(5) of the INA.
- m. An Alien Declared as a Battered Alien or Alien Subjected to Extreme Cruelty
Accept a U.S. Citizenship and Immigration Service petition and supporting documentation to establish the child has been declared a battered alien or an alien subjected to extreme cruelty.
- n. A Nonimmigrant

Accept a Form I-94 with stamp showing authorized admission as nonimmigrant to establish that the child is a nonimmigrant.

3. Residence

Children served must reside in the locality where application for child care subsidy and services is made.

4. Age of Children

Children served must be under age 13 or under the age of 18 if they are physically or mentally incapable of caring for themselves (see definition of [Children with Special Needs](#)), or subject to court supervision.

5. School Attendance

Child care must not be purchased for children who are eligible to attend public kindergarten or for older children during that portion of a day when appropriate public education is available, unless there are valid and documented reasons the children must be out of school.

6. Immunization Requirements for Children

All children receiving services under the CCDF must be age-appropriately immunized according to requirements of the State Board of Health **before child care services can be authorized**. The current form required by the Virginia Department of Health (MCH-213 F, Rev 04/07), a physician's form, the Childhood Immunization Certification form (032-03-960/2) or other Health Department form shall be accepted as documentation.

a. Initial Documentation

- (1) Parents must provide documentation of immunizations at the time of application for child care subsidy and services unless the child is exempt from this requirement ([see b. below](#)).
- (2) Documentation shall include the date the immunizations were received and shall be signed by a physician, his/her designee, or an official of a local health department. Copies of this verification must be maintained by the caseworker to assist in verifying that children continue to be age-appropriately immunized.

b. Exemptions from Immunization Requirement

Documentation of immunization is not required for any child:

- (1) whose parent submits an affidavit to the vendor, on the “Certification of Religious Exemption” (CRE) stating that the administration of immunizing agents conflicts with the parent’s or child’s religious tenets or practices;
- (2) whose physician or a local health department states on the “[Childhood Immunization Certification](#)” form that one or more of the required immunizations may be permanently or temporarily detrimental to the child’s health. The statement shall include an estimated date for when immunizations can be safely administered;
- (3) who receives TANF, for as long as that TANF eligibility continues. Children not on the TANF grant are required to provide proof of immunization prior to authorization for child care services unless another exemption exists;
- (4) who is currently enrolled in Head Start/Early Head Start, for as long as that enrollment continues;
- (5) whose vendor is a state licensed child day center, a licensed family day system-approved family day home, a licensed or voluntarily registered family day home, or a religiously exempted child day center. Immunization documentation requirements for these children are waived as of the date of a signed purchase order with a state licensed center or licensed, system-approved, or voluntarily registered family day home and for as long as the child is cared for by this vendor or another state licensed center or licensed, system-approved, or voluntarily registered family day home; or
- (6) who attends a public school in Virginia or a private school that is accredited by the Virginia Department of Education.
- (7) who is placed with a local ordinance approved vendor.

c. Form

The current form required by the Virginia Department of Health (“School Entrance Health Form” - MCH-213 F Rev.04/07) may be downloaded from the Virginia Department of Health web site at:

www.vahealth.org/childadolescenthealth/documents/MCH_213_Draft_revised_2.28.07.pdf Instructions for this form may

also be found at the Virginia Department of Health web site. The Childhood Immunization Certification form (032-03-960/2) in [Appendix S](#) may be downloaded from the local department web site.

d. Subsequent Documentation

Parents must provide documentation of additional immunizations once every six months for children under the age of two years, once between each child's fourth and sixth birthday and as indicated by a physician or designee.

7. Children of Owners/Operators of Family Day Home

A child of an owner or operator of a family day home shall not be eligible to receive a child care subsidy if that child will be cared for in the home of the owner or operator.

C. Income Eligibility Requirements

1. State Income Eligibility Scale

The Department establishes the income scale for determining financial eligibility for Transitional, Fee, SNAPET, and Head Start Wrap-Around child care subsidy.

Unless a local alternate scale is approved, the income eligibility scale established by the Department must be used for determining financial eligibility for the Transitional, Fee, SNAPET, and Head Start Wrap-Around child care programs. See State Income Eligibility Scale for Child Care – [Appendix A](#).

2. Metropolitan Statistical Area Groupings

Localities are grouped by local median income with some adjustments made for actual cost of care. In using the State Income Eligibility Scale, the worker must first determine into which group the local department falls (Group I, II, or III. See [Appendix E](#)).

3. Alternate Income Eligibility Scales

Proposed alternate income eligibility scales shall be approved by the Department prior to submission to the local board of social services.

Requests from local departments to deviate from the standard income eligibility schedule must be approved by the Department prior to implementation. Alternate income eligibility scales are not expected to result in a higher cost per case. Requests for deviation that would serve fewer families will be considered only upon submission of adequate justification. Any alternate income eligibility scales or descriptions of pilot programs will be submitted

to the U. S. Department of Health and Human Services (HHS) upon approval by the Department.

Any change to an approved alternate Income Eligibility Scale must be approved by the Department prior to implementation of the change. Requests for approval shall be submitted to the Department.

4. Determining Family Unit

The following individuals living in the household must be included in the family unit:

a. Parents including:

- (1) biological parents including the father of a child born out-of-wedlock, if paternity can be established;
- (2) adoptive parents;
- (3) stepparent;
- (4) legal guardian(s);
- (5) adult(s) standing in loco parentis for children under age 18; and
- (6) person cohabiting (as man and wife) with the natural or adoptive parent of a child(ren) under age 18.
- (7) All the parents' children under age 18.

5. Determining Income Eligibility

Local departments determine income eligibility by measuring the family unit's countable gross monthly income and family size against the percentage of the federal poverty guidelines for their locality. (See State Income Eligibility Scale – [Appendix A](#))

Families whose countable gross monthly income for their family size is at or below the percentage of the federal poverty guidelines for their locality are income eligible for child care subsidy.

EXCEPTION: If the applicant or current recipient is an individual who is not financially responsible for the child under Virginia law, income eligibility is determined by measuring the family unit's countable gross monthly income and family size against 250% of the federal poverty guidelines. Biological parents (including the father of a child born out-of-wedlock, if paternity can be established), adoptive parents, stepparents, and a person cohabiting with a natural or adoptive parent as man and wife are financially responsible for the child under Virginia law.

6. Countable Income

- a. Count only income, not resources.

- b. In determining income eligibility, include all gross earned and unearned income received by the family unit except certain types of disregarded income listed in 7. below.
- c. Count net income from self-employment, farm, or non-farm. This is gross receipts minus expenses. Do not count the value of goods consumed by the family.

If the client indicates that they are self-employed, they must provide documentation to show they are legitimately engaged in self-employment. The proof could include, but is not limited to, income tax records or other proof of earnings, a business license, or rent receipts for office space. The client must earn at least minimum wage for actual hours worked.

If the client has been self-employed for a year, in order to be eligible for child care subsidy, they must provide proof of earnings, preferably tax return information. If the client has been self-employed for less than a year, they must provide proof of earnings equivalent to minimum wage for actual hours worked within three months **after** approval. If they are unable to provide such proof of earnings, they will no longer be eligible for child care subsidy.

- d. Local departments must verify income and the parent must assist in obtaining the verification. If pay stubs are the type of verification, the most recent pay stubs available must be used. The reason for using pay stubs over two months prior to income verification needs to be documented in the case narrative.
- e. Record income on the appropriate page of the service application.
- f. Accept a parent's written statement that she has no income unless there is reason to doubt the statement.
- g. When an applicant or client appears to be working but is not paid directly, the worker must determine whether there is an identifiable amount that must be considered as income. Such arrangements must be evaluated using the following guidance:

If the client performs services but receives no pay directly, and there is an identifiable amount of income that could be paid directly to the client, count the identifiable amount as income.

If the client performs services but is not paid directly, and there is no identifiable amount of income that could be paid to the client, no income is counted.

EXAMPLE:

A client works for an employer and, in lieu of wages paid directly to the client, the employer pays an expense on behalf of the client. In this situation, there is an identifiable wage and, even though it is not paid to the client, it must be counted as earned income.

7. Disregarded Income

Disregard the following types of income received by any member of the family unit determining income eligibility and co-payment amounts for Transitional, Head Start Wrap-Around, SNAPET, and Fee child care subsidies:

- a. Supplemental Security Income;
- b. TANF benefits, including TANF match payments;
- c. Transitional payments of \$50.00 per month to former VIEW participants;
- d. Diversionary Assistance payments;
- e. General Relief benefits;
- f. Value of food stamp benefits;
- g. Value of USDA donated food;
- h. Any benefits received under Title VII, Nutrition Program for the Elderly, of the Older Americans Act of 1965;
- i. Value of supplemental food assistance under the Child Nutrition Act of 1966 and lunches provided under National School Lunch Act;
- j. Child support paid to another household (verification could be by written statements from the other parent/household or cancelled checks);
- k. Earnings of a child under the age of 18 years;
- l. Garnisheed wages;
- m. Earned income tax credit (EITC);
- n. Lump sum child support payments;
- o. Any scholarships, loans, or grants for education except any portion specified for child care;
- p. Payment to AmeriCorps volunteers;
- q. Tax refunds;
- r. Lump sum insurance payments;

- s. Monetary gifts for identifiable one time occasions or normal annual occasions;
 - t. Basic Allowance for Housing (BAH) for military personnel if individual is living on base and entire BAH deducted on leave and earning statement;
 - u. Clothing Maintenance Allowance for military;
 - v. Vendor payments made by non-financially responsible persons, unless this payment is made in lieu of wages ([see 6.g above](#));
 - w. Loans and other money borrowed;
 - x. Money received from sale of property such as stocks, bonds, a house, or a car (unless the person was engaged in the business of selling such property in which case the net proceeds would be counted as income from self-employment);
 - y. Earnings of less than \$25.00 a month;
 - z. Capital gains;
 - aa. Withdrawals of bank deposits;
 - bb. GI Bill benefits;
 - cc. Reimbursement, such as for mileage;
 - dd. Foreign government restitution payments to Holocaust survivors;
 - ee. Payments from the Agent Orange Settlement Fund or any other fund established for settlement of Agent Orange product liability litigation;
 - ff. Monetary benefits provided to the children of Vietnam Veterans as described in 38 U.S.C. 1823 (c).
8. Converting Income to a Monthly Amount

To get a monthly amount, multiply the weekly income by 4.3 or the bi-weekly income by 2.15. If a client is paid semi-monthly, multiply this amount by 2 for the monthly amount.

The calculation used to determine a gross monthly income amount and the co-payment amount must be included in the case record. This documentation must include the source, the amount and the frequency of each type of income verified. Documentation must also include the conversion of all income to a monthly amount and the resultant co-payment amount.

The worker must identify any income documented by the client that is not used in the calculation and the reason for disregarding it.

9. Income Averaging

If income fluctuates, average the amount over a period sufficient to take the fluctuations into consideration. Usually three months is sufficient, however, for farm income or seasonal employment, a year may be necessary.

D. Co-Payments

1. Co-payment scales are established by the Department.

2. Co-Payment Amounts

All families receiving child care subsidy have a co-payment responsibility of 10% of their countable monthly gross income or the co-payment established by an approved local alternate scale, except:

- a. TANF recipients;
- b. Participants in the SNAPET program whose countable gross monthly income is at or below 100% of the monthly federal poverty guidelines; and
- c. Families in the Head Start Wrap-Around program whose countable gross monthly income is at or below 100% of the monthly federal poverty guidelines if all the children receiving a subsidy are enrolled in a Head Start/Early Head Start program.

EXCEPTION: If siblings of a Head Start/Early Head Start enrolled child are receiving a subsidy through the Head Start Wrap-Around program because the local department has a waiting list for the Fee child care, a co-payment is assessed even if the family's countable gross monthly income falls at or below 100% of the monthly federal poverty guidelines.

- d. Co-payment amounts must be rounded down to the nearest dollar so as not to exceed 10% of the family unit's gross countable income.

3. Countable Income

In determining co-payments, income to be counted includes all earned and unearned income received by the family unit except certain types of disregarded income listed in Section V. C. 7 of this chapter. Changes to co-payments must be made effective at the beginning of a month following the month the change is reported. The change to the co-payment will be effective at the

beginning of the month following the 10-day period of notification of the NOA. The reduction of a client's co-payment is not considered an adverse action.

4. Prorating Co-Payments

Local departments may prorate the co-payment when a partial month of care is all that is needed. Prorating the co-payment is an option and may be limited to the first and last month of subsidy to lessen the administrative burden on localities.

5. Assistance with Co-payments

Local departments have the option of assisting parents with the payment of the child care co-payment as determined by the sliding fee scale using local only funds. Local policy for the subsidy of parent co-payments shall be approved by the local board of social services and recorded in the minutes. Local policy governing subsidy for parent co-payments shall be applied uniformly.

6. Alternate Co-payment Scales

Requests from local departments to deviate from the standard co-payment schedule must be approved by the Department prior to submission to the local board of social services.

Alternate co-payment scales are expected not to result in a higher cost per case. Requests for deviation that would result in a higher cost per case will be considered only upon submission of adequate justification. Any alternate co-payment scales or descriptions of pilot programs will be submitted to the U. S. Department of Health and Human Services (HHS) upon approval by the Department.

Any change to an approved alternate co-payment scale must be approved by the Department prior to implementation of the change. Requests for approval shall be submitted to the Department.

E. Service Plan

A written service plan shall be completed for every child care case. See Volume VII, Section I, Chapter B for information on Service Plans. Service plans must be labeled and recorded in the child care case narrative or on a form labeled as a service plan.

If parents are active in VIEW, the VIEW Activity and Service Plan (032-02-0302-07-eng) will serve as the service plan. If the parents are SNAPET participants, the SNAPET Plan of Participation (032-02-0075-03) will serve as the service plan. Once a client is no longer a VIEW or SNAPET participant, a [Child Care Subsidy Service Application and](#)

[Redetermination Form](#) must be completed prior to approval of Transitional or Fee Child Care.

During the development of the service plan, the worker shall discuss with the parent the [responsibilities outlined in G. below](#) and also outline the agency and vendor responsibilities. Service plans should be updated at least annually. A new form does not have to be completed. Check to see that the information is still accurate and re-date the form or the case narrative.

F. Consumer Education

Local departments must advise families who receive child care subsidy that they have full parental choice of all legally operating child care vendors who meet the vendor requirements of the subsidy program.

Appropriate consumer education shall be provided by the local department, or a recognized resource and referral agency, to parents to assist them in gaining needed information about child care services, availability of vendors, and how to identify and monitor quality child care.

Characteristics that affect program quality include:

- Staff qualifications and training
- Staff/child ratios
- Appropriate child development curriculum
- Group size
- Provisions for health, safety and nutrition
- Evaluation procedures
- Parental involvement

Other recognized components include stability of care, shared values and approaches to child rearing, staff-child interactions, and physical, emotional, and social environment. Compliance with all regulatory standards is no guarantee of a quality child care program, given the varying meaning of quality to different individuals. As a result, parents are responsible for ensuring that their children's care meets their family's criteria for quality care.

Consumer education would include providing the client with information about the 2-1-1 helpline and the Department's public web site at www.dss.virginia.gov.

G. Parental and Local Department Responsibilities

Local departments must inform parents of the following responsibilities:
Responsibility to Report Changes:

- a. Parents must be informed of their responsibility to report changes specified on the [Child Care Parent Responsibilities](#) form (032-02-0420-04-eng) to the local department within 10 calendar days of when they occur.
- b. Parents must also be informed that failure to report changes specified on the [Child Care Parent Responsibilities form](#) may result in case closure, parents being required to repay child care costs, and prosecution for fraud.

Changes that need to be reported include:

- (1) changes to the family's gross monthly income that would cause the total amount to exceed the maximum monthly income level allowed for a family of its size in the locality where the child care services have been authorized; household no longer has income;
 - (2) changes in number of household members;
 - (3) change of address;
 - (4) change in education/training activity (including class days/hours and curriculum);
 - (5) change of providers;
 - (6) child receiving child care services reaches his/her 13th birthday; and
 - (7) change in the number of hours child(ren) need child care.
- c. The parent and the worker must sign the [Child Care Parent Responsibilities form](#) that outlines the responsibilities listed above. By reading and signing this form, parents become informed about their responsibilities and obligations. The worker must review the contents of this form with applicants and provide clarification, if needed.

A copy must be given to the applicant and the original maintained in the case record.

- d. Responsibility to Cooperate in Eligibility Determination Process

It is the parent's responsibility to cooperate fully in the assessment and eligibility determination process including providing documentation of immunization (see [Section VI. B. 6.](#) of this chapter)

e. Responsibility for Use of Child Care

Parents shall use child care only for activities that have been authorized.

f. Responsibility to Pay Fees

It is the parent's responsibility to pay all fees owed directly to the vendor. Parental failure to pay fees (e.g., co-payments, charges above the MRR, non-covered registration fees, etc.) and/or any back fees owed may result in case closure.

g. Responsibility to Choose and Monitor Child Care

It is the parent's responsibility to choose the vendor of child care and to monitor that care.

h. Responsibility to Vendors

It is the responsibility of parents to deliver the child to the child care setting clean and well; to pick the child up promptly at the agreed upon time; to inform the vendor when the child will not be coming due to illness; to pick up the child during the day if the child becomes ill; and if transportation is being provided, to get the child safely and promptly to the pick-up site and to meet the child promptly at the discharge point.

i. Responsibility to Repay Overpayments

It is the parent's responsibility to pay fraud-related overpayments or non-fraud overpayments according to the repayment schedule entered into with the local Department (see [Section X](#) of this chapter). Parental failure to pay overpayments may result in case closure.

j. Responsibility to Respond to Correspondence

The parent must be told to respond to all agency correspondence within specified timeframes.

H. Local Department Contacts

1. Initial Application and Eligibility Determination

A face-to-face interview, with the applicant is required during the initial eligibility determination process. At the time of this interview, the [Child Care Subsidy Service Application and Redetermination Form](#) (service application) and the [Child Care Parent Responsibilities form](#) must be reviewed with the applicant. The original signed and dated forms must be filed in the case record.

At the initial interview, the child care service worker must review the service application with the applicant to confirm the correctness of the information. The worker must review household members' relationships and how they are pertinent to eligibility for child care services. Information must be revised as necessary during this initial assessment process. Any changes made to the service application by the worker must be initialed and dated by the applicant and the worker.

The following information must be verified as part of the eligibility determination process:

- a. all income;

NOTE: Income for the last 30-day period must be verified. If income verification for the last 30 day period is not available or is not reflective of the client's income, the worker must document in the case record why and explain what income verification was used and why.

- b. enrollment in an education/training program if this is the reason child care is needed;

NOTE: If the applicant is a VIEW participant and the education/training is an approved VIEW activity, verification of enrollment in education/training is the responsibility of the VIEW worker and does not have to be re-verified for child care. The worker must document in the case record that the verification was performed by the VIEW worker. At redetermination, the child care worker must document in the case record that the verification was performed by the VIEW worker.

- c. Head Start enrollment if any of the children receiving a subsidy are enrolled in Head Start;
- d. Special needs of any child for whom subsidy payment is above the MRR;
- e. Prior receipt of TANF;

The [Parent Responsibilities form](#) provides the client with a list of changes that they are required to report. The form must be reviewed with the [applicant](#) to assure they understand changes that must be reported. A copy of the signed form must be given to the client, and the original must be filed in the case record.

The following documentation is required and must be clearly identified in the case record for initial eligibility determination:

Forms:

- [Child Care Subsidy Service Application and Redetermination Form](#) (or current VIEW Activity and Service Plan or SNAPET Plan of Participation)
- [Parent Responsibilities Form](#)
- [Income Eligibility/Co-Payment Worksheet Form](#) (Fee Cases)
- [Fee Payment Agreement Form](#) (Fee Cases)
- [Notice of Action Form](#)
- Generic Case Document Form (GCD)

Verification:

- [Case Narrative](#)
- [Childhood Immunization Certification Form](#)
- Service Plan (or VIEW Activity and Service Plan or SNAPET Plan of Participation)
- Assessment of Need
- Income Verification
- Verification of Employment
- Verification of Education/Training
- Verification of citizenship
- Other information necessary to determine eligibility and verify need

2. Additional Required Contact

In addition to the annual eligibility determination, one additional contact must be made with the client during the year.

The purpose of this contact is to evaluate whether the child care services authorized are meeting the needs of the child and parent. In some cases, other services will be needed by the family and will be provided directly or arranged for by the service worker.

When a change is reported, the worker must determine if the change impacts current or continuing eligibility and if a recalculation of co-payment and/or a change in the amount of services authorized is necessary. Revisions to the [service application](#), a written service plan, and notations in the [child care case narrative](#) must be made accordingly. A blank copy of the page of the [service application](#) requiring revision must be printed

from the CCD form web page, updated by the worker, initialed and dated at the bottom of the form and filed in the case record.

I. Eligibility Redetermination

An eligibility redetermination is required every 12 months for child care cases. The 12-month cycle begins with the effective date of the child care case approval. Eligibility redetermination means that all eligibility criteria must be evaluated. Refer to the list under Section H.1.above for criteria that must be evaluated. The client must complete a new [Child Care Service Application and Redetermination Form](#) at redetermination unless they are VIEW or SNAPET, in which case there will be a current Activity and Service Plan or Plan of Participation on file. Current means that the forms cover the period of child care service delivery.

EXCEPTION: If the appropriate application has not been received at the time authorization must be determined, the child care worker can contact the VIEW or SNAPET worker to confirm the need for child care services. This contact must be documented in the case record and may serve as documentation until the appropriate form is received. The form must be received and made a part of the case record within two weeks of the telephone verification.

This redetermination may be conducted by phone or in person.

1. Details of this redetermination must be labeled and recorded in the child care case record. This documentation must include, but is not limited to, verification of:

- a. all income;

NOTE: Earned income for the last 30-day period must be verified. If income verification for the last 30-day period is not available or is not reflective of the client's income, the worker must document in the case record why and explain what income verification was used and why.

- b. enrollment in an education/training program if this is the reason child care is needed;

NOTE: If the applicant is a VIEW participant and the education/training is an approved VIEW activity, verification of enrollment in education/training is the responsibility of the VIEW worker and does not have to be re-verified for child care. The worker must document in the case record that the verification was performed by the VIEW worker.

- c. Head Start enrollment if any of the children receiving a subsidy are enrolled in Head Start;

- d. Special needs of any child for whom subsidy payment is above the MRR;

- e. Prior receipt of TANF;
 2. For [Head Start Wrap-Around](#) child care, eligibility shall be redetermined every 12 months as for other Fee subsidy cases.
 - a. If the family income is greater than 100% of the federal poverty level, a co-payment is assessed.
 - b. If the family income is 100% of the federal poverty level or below and all children in the family who are receiving a subsidy are enrolled in Head Start, no co-payment will be assessed.
 - c. If non-Head Start siblings are also receiving a subsidy, a co-payment will be assessed regardless of income.
 3. If information is received prior to the date of the annual redetermination that affects eligibility, the local department must evaluate the information and act on any need for change within 30 days of receipt of that information. Regardless of any changes made to the case, the full annual redetermination must be conducted.
- J. Notices Of Action (NOA)
1. Due Process

Every time a case action affecting eligibility, co-payment or the amount of services authorized is taken a NOA must be sent. A copy of the NOA sent to the client must be filed in the case record. The copy of the NOA in the case record provides verification that clients have received sufficient notice of case actions. Such written notice shall include the reason for the action and the notice of appeal rights and procedures, including the right to a fair hearing if the applicant or recipient is aggrieved by the local department's action or failure to act on an application. A copy of the client's NOA must never be sent to the Vendor.

The NOA is not to be used to request information from a client.
 2. Application

Parents must be given a NOA or letter if no action was taken on the application within 30 days of its being received by the local department. If a letter is used, it must contain all appeal information found on the NOA.

 - a. Once eligibility is determined, parents must be given a NOA or letter to inform them if the application has been approved or denied.
 - b. If the application was approved, the NOA must indicate:

- (1) the date the application was approved;
- (2) the effective date of the payment of child care;
- (3) the services approved; and
- (4) the amount of the co-payment, if any.

3. Change or Termination

- a. If the local department proposes to terminate child care subsidy, to reduce child care subsidy, or to increase the amount of the co-payment, a written NOA or letter must be given to the parent at least 10 days (14 days is suggested) in advance of the date the action is to become effective.
- b. When mailed, the local department must send the NOA in enough time before the date the action is to become effective (14 days is suggested) to ensure that the parent has a 10 day notice.
- c. When terminating Transitional child care, the NOA must be sent 60 to 90 days prior to termination. This will enable the local department to continue services within the twelve month period of eligibility should an appeal occur and give the client adequate time to prepare for the termination of eligibility.

4. Right to Fair Hearing

If the parent disputes the decision made by the local department on her child care case, she is entitled to a fair hearing. (See Volume VII, Section I, Chapter H or Benefits and Services Appeals under the Division of Appeals and Fair Hearings at: <http://spark.dss.virginia.gov/divisions/appeals/benefits.html>)

Local departments must send copies of all hearing decisions to their appropriate child care consultant.

K. Termination

1. Reasons for Termination

- a. For Transitional Child Care, child care subsidy shall be terminated when the 12 month eligibility period is ended, unless the family requests and is found to be eligible for Fee Child Care and funds are available.
- b. Other reasons for terminating child care include:
 - (1) discontinuation of employment or other approved or assigned activity;
 - (2) the parent no longer meets the non-financial or financial eligibility requirements;

- (3) failure to pay required fees;
- (4) failure to make satisfactory arrangements to pay back fees owed;
- (5) failure to make satisfactory progress in education/training;
- (6) failure to provide necessary verifications/information;
- (7) at the parent's request;
- (8) moved from locality;
- (9) children out of home;
- (10) failure to report changes specified on the Child Care Parent Responsibility form;
- (11) disqualification (see [Section XI](#) of this chapter);
- (12) lack of funds.

2. Documentation of Termination Reasons

Adequate documentation supporting the reasons for termination must be filed in the case record and included on the NOA sent to the parent.

3. Planning and Assessment

Termination of child care services shall be planned by the local department jointly with the parent. The local department shall determine if continued services are needed and assist the family with appropriate referrals. The local department shall discuss with the parent the importance of preparing the child in advance, if at all possible, for any change in child care. Planning and preparation of the child is especially important when care is terminated for school-age children who are moving from supervised child care into being alone for a portion of the day.

Once child care subsidy is terminated, continuing social services may be needed by the family and/or a referral to another service agency. The local department shall complete an assessment of need.

Details of this planning and assessment must be labeled and recorded in the child care case narrative or on a form labeled as a service plan.

L. Suspension

Child care payments may be considered suspended for up to three months if a temporary interruption in child care is necessary and the interruption can be resolved within three months. An example of a

reason to suspend a child care payment would be for a parent who works for the school system and is not actively employed during the summer or for a parent whose place of employment is seasonally closed. A child care case for which payments are temporarily suspended is not considered closed, and the family does not need to be placed back on the waiting list.

A suspension would not be appropriate in an instance such as, but not limited to, a college student who is not taking courses for a semester.

M. Required Documentation

Local departments shall assure that case records are maintained accurately in accordance with case management **guidance in this chapter**. Required child care forms are found in Section O. below.

N. Case Types

For cases receiving child care subsidy, the following guidelines shall be used to select the appropriate VACIS case type:

EMPLOYMENT - VIEW WITH CHILD CARE/OTHER SUPPORT -
CODE 92

Code 92 is used in cases where a VIEW registrant is being assessed or receiving child care. This is the code used for VIEW cases.

EMPLOYMENT - CHILD CARE/OTHER SUPPORT - NON VIEW -
CODE 96

This code is appropriate for TANF employment cases (non VIEW) receiving child care, for Fee child care cases, for Head Start Wrap-Around child care, for Transitional child care, and SNAPET child care.

O. Forms Used In Service Planning

1. Required Child Care Forms

- a. [Child Care Service Application and Redetermination form](#) (032-02-0109): used for all applicants for [Fee](#), [Head Start/Early Head Start](#), and [Transitional](#) child care services to provide documentation of eligibility requirements for subsidy services and assessment of need.
- b. [Provider Rate Verification form](#) (032-02-091): used by all providers to give to the local department, in the absence of a published rate schedule, written verification of the child care rates charged the general public.
- c. [Child Care Income Eligibility/Co-payment Worksheet](#) (032-02-093/1): to provide a standardized format to determine and document income eligibility and client co-

payment amount for Transitional, Head Start Wrap-Around, and Fee child care programs.

- d. [Child Care Fee Payment Agreement](#) (032-02-090): used in order to have in writing the agreed upon arrangements for the payment of fees to a vendor.
- e. [Health and Safety Checklist for Unregulated Vendors](#) (032-02-001: used to document compliance with health and safety requirements for child care subsidy (not applicable to grandparents, great grandparents, aunts, uncles or adult siblings).
- f. [Child Care Parent Responsibilities Form](#): used to inform customers of their responsibilities to cooperate with eligibility determination, what constitutes fraud and also the consequences of fraud.
- g. [Sworn Statement or Affirmation](#) (032-02-0094-01-eng) [Child Care Subsidy Contact Sheet/Case Narrative](#) (032-05-0402-00-eng) or a local equivalent.

2. Optional Child Care Forms

[Emergency Medical Authorization Card](#) (032-02-057/1): used for family day care or in-home care, regulated or unregulated. This card is used by the parent to give the vendor of family or in-home care authority to obtain emergency medical care for a child when the parent or another designated person cannot be located. It should be documented in the record if the card was given to parents.

3. Local Department Forms

Local departments may develop their own version of any of the above forms, but must have the Department's written approval of the form(s) prior to use. Written state approval of locally developed forms must be maintained by the local department. Only official state forms may use the state assigned form number. When a state form is altered in any way, it is no longer a state form.

VII. CHILD CARE VENDORS

All child care vendors must sign a Memorandum of Agreement (Agreement) in order to receive subsidy payments. This Agreement serves to document that vendors are aware of requirements they must meet to receive these payments. This Agreement must be signed before a Purchase of Service Order (POSO) can be issued.

A. Vendors That May Be Used As Providers

1. All vendors who participate in the subsidy program must:

- a. Be at least 18 years of age;
- b. Be operating legally according to the *Code of Virginia*;

NOTE: These requirements are contained in the Agreement.

2. Parental Choice

Families have full parental choice of child care vendors. However, subsidy payments shall be made to only those vendors who meet the vendor requirements of the subsidy program. Local departments must not establish policies that limit parental choice of vendors.

3. Relative Care

A child's relative may be paid as a child care vendor as long as the individual is not a part of the public assistance unit or legally responsible for the child(ren) needing care. See exception in Section V. b. 7 of this chapter for children of owners or operators of family day homes.

4. [In-Home Care](#)

The cost for in-home care must not exceed the local MRR and must meet minimum wage requirements.

EXCEPTION: The cost may exceed the local MRR for children with special needs.

Before making any payments for in-home care, local departments must assure that the definition of in-home child care is met (see definition of [In-home](#)). For in-home care, FICA (Social Security taxes) and unemployment taxes must be withheld and paid by the local department. See Authorization to Act as Agent on Customer's Behalf for In-Home Care (032-05-0035-00-eng) – [Appendix U](#).

In-home care may be approved when the total child care cost does not exceed the local MRR and still allows payment of at least the minimum wage as required by the Fair Labor Standards Act for Domestic Service.

In-home vendors are paid at least minimum wage by the hour, not by a rate per child. For instance, if a vendor cares for three children full time, she would be paid at least minimum wage for the number of hours per week for which care is needed if this amount does not exceed what the agency would have paid for these children in a family day home paying up to the MRR per individual child.

When calculating the minimum wage for in-home care in Fee child care cases, include the parent's portion of the payment (co-pay).

B. Vendor Requirements

1. Access to Children

- a. Vendors used must afford parents unlimited access to their children when they are in care.
- b. Vendors must afford state and local department staff unlimited access to children in care when one or more children in care receive a child care subsidy.

2. Required Documentation in the Vendor Record

- a. The checks, statements/affirmations, and documentation of training required in this subsection must be received by the local department before subsidy payments may be made. Vendors must complete four hours of skills training within one year of the date of the vendor's approval to receive child care subsidy payments and annually thereafter.
- b. The vendor/other agent must request and pay for the necessary clearances and checks. Local departments may choose to pay for the necessary clearances and checks using Quality Initiative funds or local only funds; however, such a policy must be applied uniformly.
- c. Local departments must enter required documentation on disqualified vendors (see Section XI.B of this chapter) into the Disqualified Providers database on the Department's web site. Instructions for and information on this process are on the CCD Documents' page under "Child Care Subsidy Provider Disqualification Information and Process" and "Child Care Subsidy Disqualified Provider Listing." The letters required to be sent to vendors when they are placed on the list and removed from the list may also be found on this page of the web site.
- d. Subsidy payments may be made to legally operating vendors only. It is the responsibility of the local department to verify and document in the case record any required Health and Safety checks, background checks, and compliance with training requirements.

For vendors approved by the Division of Licensing (Licensing) a copy of the vendor's license or a printout from DOLPHIN must be filed in the case record or the vendor file. It must be documented in the case record that such verification was seen at the time payment was authorized for a child with the vendor.

For unregulated vendors, the Agreement contains affirmation that the vendor meets the requirements outlined in Section VI (Child Care Vendors) of this guidance. Verifications include, but are not limited to, verification of current First Aid Training, CPR training, Skills Training, a current Health and Safety Checklist, and current background checks.

If a Purchase of Services Order is written to cover a period of time beyond the expiration date of the license, exemption, certification, or status of meeting unregulated vendor requirements, the case file or the vendor file must contain verification of the continued legally operating status of the vendor. This can be written confirmation from Licensing or detailed documentation in the case narrative as to how the legally operating status was confirmed.

3. Initial Background Checks

- a. All vendors, any employee, prospective employee, volunteers, agents involved in the day-to-day operation, all agents who are alone with, in control of, or supervising one or more children; and any other adult (18 years of age or older) living in a family day home shall provide to the local department the following background checks:
- (1) State Criminal History Record Check or Sex Offender and Crimes Against Minors Registry Check through the Virginia State Police;
 - (2) Central Registry Child Protective Services Check; and
 - (3) Sworn Statement or Affirmation as to whether the individual has ever been
 - (i) the subject of a founded complaint of child abuse or neglect or
 - (ii) convicted of a crime or is the subject of any pending criminal charges within the Commonwealth or any equivalent offense outside the Commonwealth.

EXCEPTIONS: Vendors and other individuals subject to background checks in the following child care programs are not required to provide initial or subsequent background checks to a local department to qualify for child care subsidy because these individuals are subject to

background check requirements in regulations for their type of child care:

- licensed child day centers
 - licensed family day homes
 - Virginia Department of Education-approved child care
 - religiously exempt child day centers
 - voluntarily registered family day homes
 - licensed family day system-approved home
 - local ordinance approved vendors
- b. The local department must not accept background checks that are dated more than three years prior to the date the signed service application is received.
- c. Any individual who begins employment, service, or residence in the home after the local department's approval of the vendor for child care subsidy must provide the required background checks to the local department within 30 days of the individual's beginning date of employment, service, or residence in the home.
- d. Payment of child care subsidy must be denied if:
- (1) the Virginia State Police name search for criminal history or sex offender and crimes against minors registry search shows that the person checked has been convicted of a [barrier crime](#) (see [description of these forms](#) in e. below); or
 - (2) the Central Registry Child Protective Services Check reveals that the person checked is in the CPS Central Registry as "Founded."
- e. The criminal history and/or sex offender and crimes against minors search is completed through the Virginia State Police. One of two forms used by the Virginia State Police to conduct this investigation must be completed. The forms are SP-167 (Criminal History Record Name Search Request) and SP-230 (Criminal History Record/Sex Offender and Crimes Against minors Registry Search Form). SP-167 is used by vendors requesting searches on themselves and must be notarized. SP-230 is used for household members, assistants and/or substitutes.

These forms may be downloaded from the Virginia State Police web site at www.vsp.virginia.gov. The forms may be completed online and one copy signed and mailed to the Virginia State Police or the form may be printed for completion. If the form is not completed online, two signed copies must be sent to the Virginia State Police.

A charge of up to \$20.00 per search, payable to the Virginia Department of State Police by certified check, money order, charge card, or agency check, is required for this service. Personal checks or cash are not accepted.

Local departments must not use the Virginia Criminal Information Network (VCIN) for child care subsidy purposes.

For a complete listing of child care barrier crimes refer to [Appendix E](#).

- f. A Central Registry Release of Information form (032-02-0151-08-eng) must be completed for each individual required to have a CPS background check.

This request form must be signed by the person for whom the search is being conducted, and the signature must be notarized. If applicable and available, the maiden name and all names used by the vendor shall be added.

A completed request form must be sent to the Virginia Department of Social Services at:

Virginia Department of Social Services
801 East Main Street
Richmond, VA 23219-2901

Requests must be accompanied by \$7.00 in the form of a cashier's check, a company/business check, or a money order (no cash or personal checks) payable to the Virginia Department of Social Services. Local departments are exempt from the fee. Incomplete forms and requests not accompanied by a check or money order, when necessary, shall be returned unprocessed.

If the name being searched is not located in the CPS Central Registry, notice of such shall be transmitted to the requesting party.

If there is insufficient information contained in the CPS Central Registry regarding the name being searched,

and the result of the search is "unable to be determined," notice of such shall be transmitted to the requesting party along with a request for specific additional information that should be completed and returned for further inquiry. For further instructions, see Volume VII, Section III, Chapter A, Child Protective Services.

- g. The Sworn Statement or Affirmation for Unregulated Providers. An explanation of the form can be found in [Appendix Q](#) of this chapter.
- 4. Subsequent Background Checks
 - a. See [exceptions for subsequent background checks](#) in B. 3. a. above.
 - b. Background checks remain valid for three years for vendors and other individuals subject to background checks in the following child care programs:
 - (1) certified preschools
 - (2) unregulated vendors
 - (3) local government-approved recreation programs
 - (4) local ordinance-approved child care programs
 - c. In order for the background checks to remain valid for three years:
 - (1) the vendor must provide continuous services under the child care subsidy program; and
 - (2) the individual subject to background checks must maintain continuous employment, residence or service with that vendor.
 - d. The vendor or individual subject to background checks must provide current background checks to the local department after three years have elapsed, when there has been a break in subsidy participation, or when there has been a break in employment, residence, or service with that vendor.
- 5. Initial Tuberculosis Screening for Unregulated Vendors
 - a. The vendor, all adults (18 years of age or older) living in the household, and any assistants providing care shall be screened for tuberculosis.

EXCEPTIONS:

- (1) Grandparents, great grandparents, aunts, uncles and adult siblings of the children in care (if the adult

sibling resides in a separate residence), are exempt from this requirement unless otherwise subject to regulation.

- (2) Local government-approved recreation programs may certify by submitting a letter signed by the director that for each staff person working directly with children, the program has a statement signed by a physician, the physician's designee, or an official of a local health department that the individual is free of tuberculosis in a communicable form.
 - b. The vendor/other agent must request and pay for the tuberculosis screening.
 - c. The results of each tuberculosis screening shall be forwarded to the service worker in the form of a statement that she is free of tuberculosis in a communicable form. The statement shall be signed by a physician, the physician's designee, or an official of a local health department.
 - d. Payment of child care subsidy must be denied if the result of the tuberculosis screening shows that the person is not free of tuberculosis in a communicable form.
6. Subsequent Tuberculosis Screening for Unregulated Vendors
At the option of the local department, subsequent tuberculosis screening(s) may be required.
7. Initial Health and Safety Checklist for Unregulated Vendors
- a. The checklist is intended as a self-assessment tool to help the parent and vendor assess the health and safety of the care the child will receive in child care. The parent and the child care vendor shall fill out the form together in the home where care will be provided. The checklist shall be completed, signed by both the parent and vendor, and forwarded to the worker.

EXCEPTIONS:

- (1) Grandparents, great grandparents, aunts, uncles and adult siblings of the children in care (if the adult sibling resides in a separate residence) are exempt from this requirement unless otherwise subject to regulation.
- (2) Local government-approved recreation programs may certify by annually submitting a letter signed by the director that the program complies with the

safety and supervision requirements established by their local government.

- b. Payment of child care subsidy must be denied if the health and safety checklist is returned incomplete.

Payment of child care subsidy cannot be denied based solely upon the responses to the statements on the checklist.

- c. After receiving the completed health and safety checklist, the worker shall approve or deny payment and shall send a copy of the checklist to the parent and to the vendor for their records.
- d. Completion of the Health and Safety Checklist (032-02-001/2) for unregulated vendors is not a regulatory process and does not meet requirements for participation in the USDA Child and Adult Care Food Program. Vendors who wish to participate in the Child and Adult Care Food Program must apply to an authorized USDA Food Program administrator.

8. Subsequent Health and Safety Checklist for Unregulated Vendors

The Health and Safety Checklist shall be completed every three years for unregulated child care vendors.

9. First Aid and CPR

- a. Whenever a child is in care for whom child care subsidy is received, the vendor or a staff member on site must have current certification in first aid and cardiopulmonary resuscitation (CPR) as appropriate for the age of the children in care.
- b. The first aid and CPR certification must have been issued by one of the following:
 - American Red Cross
 - American Heart Association;
 - National Safety Council;
 - American Safety and Health Institute (ASHI);
 - Medic First Aid;
 - EMS Safety Services;
 - Community college;
 - Hospital;
 - Rescue squad; or

- Fire department
- American Lifeguard Association (ALA)
- c. The cost of the first aid and CPR training will be borne by the vendor.
- d. The vendor must provide documentation of her or a staff local department before any child care subsidy payments will be made.

EXCEPTIONS:

- (1) A vendor or a staff member in the following child care programs are not required to provide current first aid and CPR certification to a local department to qualify for child care subsidy because these individuals are subject to first aid and CPR requirements by regulations for their type of child care:
 - i. licensed child day centers
 - ii. licensed family day homes
 - iii. Virginia Department of Education-approved child care
 - iv. local ordinance approved vendors
- (2) The following vendors may certify by annually submitting a letter signed by the director that the vendor or a staff member has current certification in first aid and CPR:
 - i. Religiously-exempt child day centers
 - ii. Voluntarily registered family day homes
 - iii. Certified pre-schools
 - iv. Local government-approved recreation programs
 - v. Licensed family day system-approved providers

10. Skills Training

- a. The vendor and other individuals who work directly with children must annually complete four hours of skills training relating to child health, safety, and/or development.

Orientation training on local department policy or financial requirements for vendors shall not count toward the four-hour skills training requirement.

- b. The cost of the skills training will be borne by the vendor.
- c. Vendors and other individuals who work directly with children must provide documentation of annual skills training to the local department.

EXCEPTION: A vendor or a staff member in the following child care programs are not required to provide documentation of annual skills training to a local department to qualify for child care subsidy because these individuals are subject to annual skills training requirements in regulations for their type of child care:

- (1) licensed child day centers
 - (2) licensed family day homes
 - (3) licensed family day system-approved providers
 - (4) Virginia Department of Education-approved child care
 - (5) local ordinance approved vendors
- d. The following vendors may certify by annually submitting a letter signed by the director that the vendor and other individuals who work directly with children complete four hours of skills training annually:
 - (1) Religiously-exempt child day centers
 - (2) Voluntarily registered family day homes
 - (3) Certified pre-schools
 - (4) Local government-approved recreation programs
 - e. Vendors must complete four hours of skills training within one year of the date of the vendor's approval to receive child care subsidy payments and annually thereafter.
Other individuals who work directly with children must complete four hours of skills training within one year of the date of the vendor's approval for child care subsidy or within one year of the date the individual begins to work directly with children and annually thereafter.
 - f. The chart "Provider Documentation Required" may be found at:
<http://spark.dss.virginia.gov/divisions/cc/documents>

11. Record Retention

Vendors must be notified by the local department that they must retain child care payment and attendance records for three years. These records must be made available to local, state, or

federal staff upon request. This requirement is part of the Agreement.

12. English Proficiency

There is no citizenship requirement for vendors. There is the expectation that vendors be able to speak, read, and write in English. This ensures that all caregivers can read prescriptions and safety precautions and can communicate effectively with emergency service personnel, parents, children and Licensing or local department personnel.

This requirement is outlined in 22 VAC 40-110, Minimum Standards for Licensed Family Day Homes. Standard 22 VAC 40-110-40 currently states, caregivers must be able to understand the minimum standards, and Standard 22 VAC 40-110-50.2 states that caregivers must be able to speak, read, and write English. "Caregiver" is defined at 22 VAC 40-110-10 as "the provider, substitute provider, or assistant" so each of these individuals must be able to understand the minimum standards and be able to speak, read and write in English. Standard 22 VAC 40-110-650 states that children must be supervised by a caregiver at all times.

This information may be found at

http://www.dss.virginia.gov/files/division/licensing/licensed_child_care/fdh/regulations_code/applicable_regulations/032-05-0518-09-eng.pdf

NOTE: Forms required in vendor records may be found in [Appendix D](#).

VIII. TYPES OF PAYMENT

A. Direct Payment To Vendor

Local departments will make payments for child care subsidy by means of direct payment to the vendor upon submission of an invoice. This is the standard method of payment to be used.

At the discretion of the local department, the reimbursement method of payment may be used in appropriate situations.

Local departments may use a modification of the department's Purchase of Service Order form (032-02-126/3) to make direct payment to vendors. Such a modified form must be approved in writing by the department prior to its use and meet all requirements found in department manuals to ensure that it contains all necessary elements to authorize the delivery of service to the family.

B. Earned Income Disregard For TANF Recipients

TANF recipients may choose to take the earned income disregard for child care expenses. If they choose this option, no child care case will

be opened because the TANF recipients will be handling their child care payments on their own from funds from their assistance grant. Prior to completing the child care service authorization for a TANF recipient, the service worker must receive assurance from the local eligibility worker (TANF) that the recipient has not chosen the earned income disregard for child care.

C. Child Care For Children In Foster Care

Foster care funding sources, not the Child Care and Development Fund nor the programs outlined in this chapter, are to be used for payment for child care for children in foster care (see Volume VII, Section III, Chapter B, Foster Care for instructions on how to purchase child care services for children in foster care).

EXCEPTIONS: If a local department maintains custody of a child, but the child is in the physical custody of his parent(s) and the parent(s) need child care in order to maintain employment or to attend an approved education/ training program, the parent(s) may apply for Fee child care in the locality in which they reside.

If a minor adolescent is in an Independent Living situation and has a child who receives TANF benefits, application can be made for TANF child care funds. If the minor's child does not receive TANF benefits, application can be made for Fee child care. If the local department has a Fee child care waiting list, funding for child care may be available through the Comprehensive Services Act funding.

IX. DETERMINING PAYMENT AMOUNT

A. Maximum Reimbursable Rates (MRR) Are Established By The Department

The Department establishes local MRR for child care for all localities in the state by type of care. Local departments shall not establish their own MRR.

B. MRR Used To Determine Subsidy Payments

Vendors shall not charge the local department more than they charge the general public for services. The Department will not pay more than the established MRR.

EXCEPTIONS:

For children with special needs, payment of up to two times the MRR for the child's age is allowed when it is appropriate as determined by the local department in consultation with the parent, vendor, and appropriate professional. Details of this consultation must be recorded in the case record.

NOTE: For out-of-state vendors, the local department's MRR shall be used.

C. Total Cost Of Care

The total cost of care, excluding the single annual registration fee, but including special programs and transportation, must not exceed the MRR for the type of care for the age of the child. Transportation costs cannot be paid as a separate cost.

The type of care and the total cost of care must be identified and entered on the POSO as one child care cost.

For eligible families, local departments must purchase needed child care for all eligible children to support the approved or assigned activity.

EXCEPTION: At the option of the local department, a child born to a family 10 months or more after the initial date of receipt of child care subsidy may receive Fee child care subsidy or be placed on the local department waiting list.

D. Annual Registration Fee

1. A single annual registration fee will be paid only to vendors who are reimbursed at Level 2 rates if they charge this as a separate fee to the general public. Child care subsidy funds may be used to pay up to \$100 for the annual registration fee per calendar year (January 1st – December 31st). If the requirement for payment of another registration fee is beyond the control of the client or due to extenuating circumstances, such as a vendor closing or the family moving, payment may be made. This decision must be documented in the case record. The vendor's decision to charge an additional registration fee is not an extenuating circumstance.

EXAMPLE: A vendor charges a registration fee at enrollment and annually every January. A child is enrolled with the vendor December 15, and a registration fee is paid. Another registration fee up to \$100 may be paid again in January or another time during the calendar year if required by the vendor.

2. No child care subsidy funds may be used to pay vendor activity fees.

E. Unit Price

The unit price for services shall be based on a full day or a part day.

The full day rate is used when care is needed to support an approved activity for five or more hours a day. The part day rate is used when care is needed for fewer than five hours for a day.

1. Authorized Payment Amount
 - a. Reimbursement to vendors for the care of a child shall be authorized for a full day or part day of care using the daily unit of service. The total reimbursement for the day

and/or week shall not exceed the vendor's rate charged the general public or the MRR.

When a weekly rate is provided by the vendor, the local department shall divide the vendor's weekly rate by five to determine the vendor's daily rate and compare the result to the daily MRR.

EXAMPLE 1:

- The vendor's published full-time weekly pre-school rate is \$75.00.
- The vendor's daily rate would be \$15.00. ($\$75 \div 5 \text{ days} = \15.00 per day)
- Assume the applicable MRR for a full day of Pre-school care is \$23.00 per day.
- The vendor's rate (\$15) is lower than the MRR (23) so the vendor's rate would be used.
- Care would be authorized at \$15.00 per day for the number of days of care needed per month.

EXAMPLE 2:

- The vendor's published full-time weekly Pre-school rate is \$130.
- The vendor's daily rate would be \$26. ($\$130 \div 5 \text{ days} = \26)
- Assume the applicable MRR for a full day of preschool care is \$23 per day.
- The vendor's rate (\$26) is greater than the MRR (\$23).
- Care would be authorized at \$23 per day for the number of days of care needed per month.

NOTE: If a Level 2 vendor requires the general public to pay for the full day when only a partial day of care is needed and no part-day care is available within a 30-minute commute one way for the client, subsidy shall be authorized for the full day. This applies to Level 2 vendors only. The vendor's requirement for a full week of payment must be documented in the case record. Documentation could be a copy of the vendor's definition of full-time care.

- b. Transportation time needed for the parent to travel from the vendor to the site of their approved activity and from

the activity to the vendor will be included in determining the amount of care needed.

- c. The maximum number of hours that may be authorized and/or purchased per week is 60.

EXCEPTION: If a client's employment requires them to work more than 60 hours some weeks, such as a corrections officer or firefighter, but the total amount of care for the month does not exceed 60 hours a week, payment may be made. Sixty hours a week multiplied by 4.3 weeks in the month equals 258 hours in a month.

EXAMPLE: The client works 80 hours a week for two weeks and 40 hours a week for the other two weeks. That amounts to 240 hours for the month. Dividing 240 hours a month by 4.3 weeks a month comes out to 55 hours a week, which is less than 60 hours a week.

- d. A "week" is the seven-day period from 12:00 a.m. Sunday to 11:59 p.m. Saturday.
- e. Parents who need at least five hours of care per day to support an approved or assigned activity are eligible for the full day rate for eligible children.
- f. Parents who need up to four hours 59 minutes of care per day to support an approved or assigned activity will be eligible for a part day rate.
- g. Full day rate: A full day rate is based on care for at least five hours up to 12 hours per day. Payment for more than 12 hours per day must not be authorized except in extenuating circumstances in which the need for care due to the parents' work or school schedule can be documented in the case record. Additional part day units may need to be authorized for the hours of care over 12 in one day, unless the vendor's actual charges are less than the part day MRR. The total amount of care authorized for a week cannot exceed 60 hours.

Example of 12-hour day:

A parent works eight hours per day, attends school two hours per day, and drives two hours per day from the vendor to work and from school to the vendor. The parent needs care 12 hours per day, five days per week. Care would be authorized at five full day units for the week. (5 full day units @ 12 hours per unit X 5 days per week = 60 hours per week of authorized care)

Examples of extenuating circumstances:

The parent is a firefighter required to work 24-hour shifts. More than 12 hours of care a day can be authorized up to 60 hours a week. Two full day units would be authorized per day to cover the 24 hours of care. (2 units X 12 hours per unit = 24 hours of care) If the firefighter works 60 hours per week in two 24-hour shifts and one 12-hour shift, five full day units would be authorized. (5 full day units X 12 hours per day = 60 hours for the week)

A parent works eight hours per day, attends school three hours per day, and drives two hours per day from the vendor to work and from school to the vendor. This adds up to 13 hours of care needed. Assuming that the vendor's rates are greater than the MRR, one-day unit and one part day unit would be authorized.

Part Day rate: A part-day rate is based on care needed up to four hours 59 minutes per day.

For before and/or after school care, the local department shall divide the vendor's before school, after school or before/after, whichever is appropriate, weekly rate by five to determine a daily rate.

If the need for before and/or after school care is less than five hours per day, the local department will authorize care and pay using the vendor's established rate converted to a daily rate not to exceed the part day MRR.

EXAMPLE: Care is needed one hour before school and two hours after school. Three hours of care are needed. The part day rate would be authorized for the day not to exceed the MRR.

- h. If the parent's need for before and/or after school care is five or more hours per day, the local department will authorize full day care using the vendor's established rate converted to a daily rate not to exceed the full day MRR.

EXAMPLE: Care is needed one hour and thirty minutes before school and three hours and thirty minutes after school. The full day rate would be authorized for the day as a total of five hours of care is needed.

- i. Local department will pay for holidays and/or absences according to the terms of the Agreement for the type of vendor being paid. An absent day means any day that a child is authorized to be in the vendor's care but is not in attendance, and child care would have been provided had the child been present.

- j. If part day care is needed and no child care vendor is available within a commute of a half an hour one way, full day care may be purchased for level 2 vendors.
- k. If part day care is available and the parent chooses to use full day care, the parent must pay the difference.

If the vendor offers a sibling discount that is only available to the general public if payments are made in advance, our clients would not be eligible for the discount as subsidy payments are made by reimbursement. This must be noted in the vendor record.
- l. The number of hours of care needed per week for web-based courses would be the number of credit hours assigned by the learning institution for the class. For example, if the client takes six credit hours then six hours of care can be authorized. The worker would authorize two part-days, but no more than one full day of care. If the client takes 12 credit hours, then twelve hours of care can be authorized, not to exceed two full days of care.

Documentation would include, but not be limited to, a printout of the client's class schedule and documentation from the learning institution.

2. Age Range Definitions

In applying the appropriate MRR, the local department must use age range definitions used by the Division of Licensing Programs (Licensing) for child day centers.

The age definitions used by Licensing for child day centers are:

- a. Infants - children from birth up to 16 months,
- b. Toddlers - children from 16 months up to 24 months
- c. Preschool - children from 24 months up to the age of eligibility to attend public school (five years by September 30). Children turning five after September 30 are considered pre-school until they start school the following year;
- d. School age - children eligible to attend public school, age five or older by September 30 of that same year. Children turning five after September 30 are considered pre-school until they start school the following year.

3. Transportation Services

Transportation services shall be paid using child care funds only when the transportation services are provided by the vendor.

Transportation costs must be included in the total cost of care and cannot be paid as a separate cost.

4. Additional Payments

Payments will be made in the following instances for individuals participating in an approved activity for TANF, Transitional, Head Start Wrap-Around, or Fee child care or in an assigned activity for VIEW or in an assigned SNAPET component:

- a. For up to two weeks prior to the start of employment or training if child care arrangements would otherwise be lost.
- b. For up to one month during a break in employment or training if a subsequent activity is scheduled to begin within that period and if child care arrangements would otherwise be lost.
- c. For up to four weeks in a twelve-month period if the parent is ill or incapacitated for justifiable reasons as set forth in a service plan or in the child care case narrative and labeled as such. A doctor's statement shall be used to document the nature of the illness or incapacity and the length of time the doctor projects it will exist. This time period may be extended for justifiable reasons documented in writing in the case record.
- d. For up to four weeks in a twelve-month period if the child is absent from care for justifiable reasons as set forth in a service plan or in the child care case narrative. This time period may be extended for justifiable reasons documented in writing in the case record.
- e. For ten (10) holidays (as outlined in the Agreement) to licensed, religiously exempt, and voluntarily registered vendors when the vendor is closed and only if the general public is charged the same.
- f. For a vendor other than the primary vendor if the child is sick. A second POSO covering the same time period as the first is allowable. The local department will make payment to the primary vendor following the enrollment policy of the vendor. The details of this arrangement must be recorded in the case record in addition to the purchase information. All information must be clearly labeled.
- g. For care while a parent sleeps in situations where the parent works non-traditional hours and must sleep for some of the hours while the children are awake. The total number of hours covered will not exceed the number that would have been needed for work only. The details of this

arrangement must be recorded in the case record in addition to the purchase information and clearly identifiable as such.

5. Child Placed in Facility with Rate above MRR

Parents who choose to place a child with a vendor with a rate above the MRR are responsible for payment of any additional amount, unless the local department elects to pay the additional amount out of local only funds for all parents who must pay a charge above the MRR.

6. Subsidizing Cost above MRR

When agencies use local only funds to subsidize the cost of care above the MRR, this local procedure shall be approved by the local board of social services and recorded in the minutes, including the maximum allowable subsidy. A copy of this locally approved procedure must be kept on file at the local department and available for review by state monitors and/or auditors. Subsidy decisions shall not be made on an individual case basis. Reimbursement cannot be requested by the local department for these expenses.

7. Payment for In-Home Care

The cost for in-home care must not exceed the local MRR and must meet minimum wage requirements.

EXCEPTION: The cost may be up to twice the local MRR for children with special needs.

Before making any payments for in-home care, local departments must assure that the definition of in-home child care is met. For in-home care, FICA (Social Security taxes) and unemployment taxes must be withheld and paid by the local department. See [Authorization to Act as Agent on Customer's Behalf for In-Home Care](#) (032-05-0035-00-eng).

In-home care may be approved when the total child care cost does not exceed the local MRR and still allows payment of at least the minimum wage as required by the Fair Labor Standards Act for Domestic Service.

In-home vendors are paid at least minimum wage by the hour, not by a rate per child. For instance, if a vendor cares for three children full time, she would be paid at least minimum wage for the number of hours per week for which care is needed if this amount does not exceed what the agency would have paid for these children in a family day home paying up to the MRR per individual child.

When calculating the minimum wage for in-home care in Fee child care cases, include the parent's co-pay.

8. MEMORANDUM OF AGREEMENT (Agreement)

An Agreement must be completed and signed before payment can be authorized for any vendor. There are three Agreement templates. Each template relates to a particular type of vendor. The templates are as follows:

a. Licensed Vendor Memorandum of Agreement (032-02-0131-00-eng) ([Appendix X](#))

This Agreement must be used for any licensed vendor or vendors considered to meet or exceed licensing requirements: Licensed Vendors, Licensed Family Day Home, Licensed Family Day System, Licensed Child Day Center, Department of Education Approved and Local Ordinance Approved. These vendors are paid at Level 2 rates according to [Appendix G](#) of Chapter D.

b. Voluntarily Registered or Religiously Exempt Memorandum of Agreement (032-02-0133-00-eng) ([Appendix Y](#))

This Agreement must be used for any Voluntarily Registered or Religiously Exempt Vendor. These vendors are paid at Level 1 rates according to [Appendix G](#) of Chapter D.

c. Unlicensed Vendor Memorandum of Agreement (032-02-0132-00-eng) ([Appendix Z](#))

This Agreement must be used for any Unlicensed Vendor. Unlicensed Vendors are paid at Level 1 rates according to [Appendix G](#) of Chapter D. They are as follows: Unregulated Vendors, Certified Pre-Schools and Local Government Approved Recreation Programs.

9. Vendor Memorandum of Agreement Renewal Letter (X) ([Appendix AA](#))

This letter is a template for the letter local agencies must send out if an Agreement is to be renewed.

10. Purchase of Services Order (POSO)

The POSO is used to document the care authorized. The full day and part day rates will be used in any calculations. The POSO form may be accessed at:

http://spark.dss.virginia.gov/divisions/dof/local_support/forms.cgi

11. Vendor Invoice (Invoice)

The Invoice is used by the vendor to document attendance and request reimbursement. The full day and part day rates will be used in any calculations. The Invoice form may be accessed at:

http://spark.dss.virginia.gov/divisions/dof/local_support/forms.cgi

NOTE: Contracts between the parent and vendor are not the responsibility of the local department.

F. Beginning Date Of Service Payment

1. Eligibility Determined within 30 Days

The beginning date of service payment is the date the signed application is received by the local department if the family is determined eligible within 30 days.

2. Eligibility Determined after 30 Days

If the eligibility determination is made more than 30 days after the signed application is received by the local department, payment may begin only on the date eligibility is actually determined, except in the case of administrative delay. See definition of [administrative delay](#).

3. Receipt of Required Vendor Documentation

a. No payment may be made until all required documentation is received and approved by the local department.

b. If the vendor returns required information to the local department within 30 days after the signed client application is received, payment shall be made retroactive to the date the signed application was received by the local department.

c. If due to administrative delay, the vendor returns required information to the local department more than 30 days after the signed client application is received, payment shall be made retroactive to the date the signed application was received by the local department.

d. Payment must not be made to licensed family day homes or child day centers prior to the effective date of their initial license. Payment must not be made to the following vendor prior to the effective date of their initial registration, certification, or approval unless they meet all requirements for vendors in Section VI. of this chapter:

- (1) voluntarily registered family day home;
- (2) family day system-approved provider;

- (3) Department of Education-approved provider;
- (4) local ordinance-approved provider;
- (5) certified pre-school;
- (6) religiously exempt child day center; or
- (7) local department-approved provider.

G. Financial Management Of Child Care Cases

1. Funding Plan

For each active child care case, the worker should develop a funding plan with a goal of providing continued child care for the family as they pursue self-sufficiency.

2. Monitoring Expenditures

Tracking expenditures on a monthly basis in relation to monthly allocations is the most effective method of managing annual allocations and continuing cases without interruption. The local department should make adjustments in the planned monthly allocations for those times of the year when costs for care fluctuate.

The local department should regularly monitor encumbrances and expenditures to monitor how billed charges compare to funds encumbered for each case. As case changes occur, unused funds should be unencumbered to maximize the use of allocations.

Monthly expenditure reports and other statistical reports are available on the Child Care page of the SPARK web site under "CCD Reports."

3. Mandated Programs

Payment of child care subsidies for children in the following programs is mandated:

- a. Budget line 871
 - (1) VIEW
 - (2) Transitional
 - (3) TANF Working
 - (4) Learnfare
 - (5) SNAPET
- b. Budget line 878

Head Start Wrap-Around: See Child Care Programs Budget Lines ([Appendix B](#)) and Child Care Program Budget Lines' Descriptions ([Appendix C](#)).

4. Requesting Additional Funding

In certain instances, local departments will have caseloads that cannot be continued within fiscal year allocations. If this occurs, local departments may request additional funding. Justifiable requests for additional funding in non-mandated budget lines will be approved only to the extent of available funds.

A "Request for Supplemental Funding-Child Care Subsidy Program" (032-02-0098-01-eng) ([Appendix W](#)) must be completed when requesting additional funds that require local matching funds.

5. Reducing Caseloads

If additional funding is not provided for Fee child care or TANF child care for (non-VIEW) education and training, local departments should reduce cases through attrition, if possible, until the appropriate caseload and expenditure levels are attained. No new cases should be added during this time. If caseloads cannot be reduced through attrition, local departments may close cases to reduce expenditures to funding levels. When the proper expenditure levels are attained, cases may be added to the caseload as other cases are closed.

X. FRAUD

The *Code of Virginia* (63.2-522) deems guilty of larceny any person who obtains assistance or benefits by means of a willful false statement or who knowingly fails to notify of a change in circumstances that could affect eligibility for assistance. Welfare fraud is larceny, and recipients deemed guilty of larceny, upon conviction, are subject to penalties as specified in the *Code of Virginia*, Chapter 5 18.2-95 *et seq.*

When it is suspected that there has been deliberate misrepresentation of facts in order to receive child care subsidy, the local department must determine whether or not fraud was committed. There must be clear and convincing evidence that demonstrates that the household or vendor committed or intended to commit fraud.

Suspected instances of child care fraud shall be referred to the fraud staff for investigation. Local departments shall send copies of fraud investigation final reports to their appropriate child care consultant.

XI. REPAYMENT

A. Overpayment Due To Fraud

In addition to any criminal punishment, anyone who causes the local department to make an improper vendor payment by withholding required information or by providing false information will be required to repay the amount of the improper payment.

B. Non-Fraud Overpayment

In cases of non-fraud overpayment, the parent and the vendor may continue to participate in the subsidy program as long as a repayment schedule is entered into with the local department and payments are made according to that schedule.

C. Overpayment Due To Local Department Error

If an overpayment related to eligibility for services or related to co-payment amount was made as a result of an error by the local department, the local department will not seek to recoup those funds from the parent or the vendor.

D. Repayment Agreement and Schedule

1. Clients may be required to enter into a repayment agreement for failure to pay required fees; failure to make satisfactory arrangements to pay back fees owed; discontinuation of employment or other approved or assigned activity; failure to report changes to non-financial or financial eligibility requirements; failure to make satisfactory progress in education/training; failure to provide necessary verifications/information; failure to report changes specified on the Child Care Parent Responsibility form; or being disqualified.
2. In establishing the repayment schedule for a parent, local departments must not require monthly repayment amounts that exceed 5% of the family's gross monthly income.
3. Local departments must have a tracking system to ensure that claims are established and satisfied. This information must be recorded in the case record.
4. Repayment will be in either a lump sum or according to a written repayment schedule between the responsible person and the local department. The repayment schedule must be signed by the responsible person and an authorized local department representative.

E. Right To Appeal

Clients have the right to appeal the determination of an overpayment and the amount of the overpayment.

F. Disqualification

1. Parents

- a. Parents will be disqualified from participating in the child care subsidy program for three months upon the first finding of child care fraud, 12 months upon the second finding, and permanently upon the third finding (see definition of [finding of child care fraud](#)).
- b. Parents who fail to enter into a written repayment schedule with the local department for overpayment due to fraud or for non-fraud overpayment will be disqualified from participating in the child care subsidy program until entering into a written repayment schedule.
- c. Parents who fail to make three consecutive payments according to the written repayment schedule with the local department for overpayment due to fraud or for non-fraud overpayment will be disqualified from participating in the child care subsidy program until all delinquent payments are made.

Upon payment of all delinquent payments according to the written repayment schedule, child care subsidy payments will resume for parents who are otherwise eligible and who are not disqualified according to A. 1. above.

2. Vendors

- a. Vendors will be permanently disqualified from participating in the child care subsidy program upon the first finding of child care fraud.
- b. Vendors who fail to enter into a written repayment schedule with the local department for non-fraud overpayment will be disqualified from participating in the child care subsidy program until entering into a written repayment schedule.
- c. Vendors who fail to make three consecutive payments according to the written repayment schedule with the local department for non-fraud overpayment will be disqualified from participating in the child care subsidy program until all delinquent payments are made.

Upon payment of all delinquent payments according to the written repayment schedule, child care subsidy payments will resume for vendors who are otherwise eligible.

XII. COMMUNITY COORDINATION

Local departments shall coordinate child care services with existing child care resource and referral agencies, early childhood education programs,

schools, private for-profit and non-profit child care vendors, and other groups in the community involved in child care and early childhood development. This will be done in order to ensure understanding of the department's program, to enhance parental choice, to increase the availability and quality of child care services, and to maximize coordination of child care services in the community.

Local departments may contract with other local governmental or non-profit agencies for the management of certain child care services.

The Department must give prior approval to any such contract, review the contract annually, and monitor the local department's administration of said contract. The local department shall assure that the contractor meets all department guidance and reporting requirements and provides the services specified in the contract. The local department will follow local procurement procedures.

XIII. LOCAL RECRUITMENT AND TRAINING OF VENDORS

It is the responsibility of the local department to work with other organizations in the community in efforts to encourage the development of child care resources to meet unmet need. This can be done by encouraging the expansion of family day homes, center care and other forms of care such as for school-age children.

It is also the responsibility of the local department to work cooperatively with other community resources in making adequate training opportunities available to all child care vendors.

XIV. COMPLAINTS IN THE CHILD CARE SETTING

A. Child Abuse Or Neglect

All complaints regarding possible child abuse or neglect occurring in a child care setting must be referred to the Child Protective Services unit at the local department serving the area where the child care service is located. Information regarding the complaint shall be shared with the worker responsible for licensure or approval.

In situations when parents select a vendor for whom there are child protective services concerns, local departments must weigh the vendor's right to confidentiality with the parent's right to be informed and the child protected. If parents have been informed and continue to place their child in an unsafe environment, a referral to Child Protective Services may be in order.

B. Other Complaints

All other complaints should be referred to the approval authority. In the case of licensed day care centers or licensed family day homes, the complaint would go to the licensing unit at the Department's office serving that area. In the case of local department approved child care vendor, the complaint would go to the unit that approved the vendor at

the local department. The toll free information Hot Line for the Division of Licensing Programs may be used to report concerns regarding current child care arrangements (1-800-543-7545).

XV. 801 REPORT

The Child Care and Development Block Grant Act requires states to collect on a monthly basis case-level data on families and children receiving child care subsidy (ACF- 801 Report). Data required to be collected and reported to the Child Care Bureau include demographics, family income and co-payments, and the type of vendor.

Each month a sample of families receiving child care subsidy is selected and local departments are sent an automated notification of the case number of the family (ies) in their caseloads that have been selected for review. Local departments must complete the online 801 form (available in the Child Care section of the SPARK web site) to provide the required information on these children and families by the date specified in the notification.

XVI. APPENDICES

- A. [State Income Eligibility Scale For Child Care](#)
- B. [Child Care Program Budget Lines](#)
- C. [Child Care Program Budget Lines' Descriptions](#)
- D. [List Of Documents In The Vendor Record](#)
- E. [Barrier Crimes](#)
- F. [Metropolitan Statistical Area Groupings](#)
- G. [Maximum Reimbursable Rates Per Type Of Provider](#)
- H. [Level 1 Maximum Reimbursable Rates](#)
- I. [Level 2 Maximum Reimbursable Rates](#)
- J. [Income Eligibility/Co-Payment Worksheet \(032-02-093\)](#)
- K. [Child Care Parent Responsibilities \(032-02-0420-04-Eng\)](#)
- L. [Child Care Subsidy Service Application And Redetermination Form \(032-02-0420-06-Eng\)](#)
- M. [Waiting List Screening Form \(032-02-423\)](#)
- N. [Child Care Provider Rate Verification \(032-02-091\)](#)
- O. [Child Care Fee Payment Agreement \(032-02-090\)](#)
- P. [Sworn Statement Or Affirmation For Unregulated Providers \(032-02-0094-01-Eng\)](#)
- Q. [Health And Safety Checklist For Unregulated Providers \(032-02-001\)](#)
- R. [Childhood Immunization Certification \(032-03-960\)](#)
- S. [Child's Emergency Medical Authorization \(032-02-057\)](#)
- T. [Authorization To Act \(032-05-0061-00-Eng\)](#)
- U. [Child Care Subsidy Contact Sheet/Case Narrative 032-05-0402-00-Eng](#)
- V. [Request For Supplemental Funding Child Care Subsidy Program \(032-02-0098-01-Eng\)](#)
- W. [Child Care Notice of Action \(032-02-0103-09-Eng\)](#)
- X. [Memorandum of Agreement For Licensed Vendors \(032-02-0131-00-Eng\)](#)
- Y. [Memorandum of Agreement For Voluntarily Registered Or Religiously Exempt Vendors \(032-02-0133-00-Eng\)](#)
- Z. [Memorandum of Agreement For Unlicensed Vendors \(032-02-0132-00-Eng\)](#)
- AA. [Memorandum of Agreement Renewal Letter](#)

Appendix A

State Income Eligibility Scale for Child Care Subsidy

Maximum Monthly Income Level
10/01/2010 – 09/30/2011

Family Size	100% of Federal Poverty Guidelines	GROUP I 150% of Poverty	GROUP II 160% of Poverty	GROUP III 185% of Poverty	250% of Poverty
1	\$903	\$1,354	\$1,444	\$1,670	\$2,257
2	\$1,214	\$1,822	\$1,943	\$2,247	\$3,036
3	\$1,526	\$2,289	\$2,442	\$2,823	\$3,815
4	\$1,838	\$2,757	\$2,940	\$3,400	\$4,594
5	\$2,149	\$3,224	\$3,439	\$3,976	\$5,373
6	\$2,461	\$3,692	\$3,938	\$4,553	\$6,153
7	\$2,773	\$4,159	\$4,436	\$5,130	\$6,932
8	\$3,084	\$4,627	\$4,935	\$5,706	\$7,711
9	\$3,396	\$5,094	\$5,434	\$6,283	\$8,480
10	\$3,708	\$5,562	\$5,932	\$6,859	\$8,661

Appendix B

Child Care Program Budget Lines

LANCER CODE	COST CODE	COST CODE DESCRIPTION	BUDGET LINE	CO-PAYMENT	FUNDING PERCENTAGES			
					FEDERAL	STATE	LOCAL	ARRA
540	87101	VIEW Working (all VIEW cases)	871	No	47.50%	42.50%	5%	5%
541	87102	VIEW Transitional (former VIEW)	871	Yes	47.50%	42.50%	5%	5%
517	87103	TANF Transitional (not a former VIEW case)	871	Yes	47.50%	42.50%	5%	5%
529	87104	TANF Working (non-VIEW)	871	No	47.50%	42.50%	5%	5%
543	87105	Learnfare	871	No	47.50%	42.50%	5%	5%
507	87106	SNAPET	871	Yes (if income is above federal poverty guidelines)	50%	40%	10%	
544	87801	Head Start Wrap-Around	878	Yes (if income is above federal poverty guidelines or paying for siblings not enrolled in Head Start))	100%			
521	88102	Fee Program	881	Yes	47.50%	42.50%	5%	5%
527	88103	TANF Education/Training (non-VIEW)	881	No	47.50%	42.50%	5%	5%
545	88302	Fee Program (100% Federal)	883	Yes	90.60%			9.40 %
547	88304	TANF Education/Training (non-VIEW)	883	No	90.60%			9.40 %
378	89001	Quality Initiative Grant	890	N/A	50%	34.50%	15.50%	

Appendix C

Child Care Program Cost Code Descriptions

Cost Code 87101	VIEW Working Child Care is mandated in the <i>Code of Virginia</i> and all justifiable requests for supplemental funding will be approved. TANF recipients enrolled in VIEW are eligible for child care to support an assigned activity. For VIEW Working Child Care there is no co-payment.
Cost Code 87102	Parents may receive up to 12 months of child care subsidy to support employment (or training when approved by VIEW for Transitional Employment and Training) if they have received TANF (former VIEW case), the TANF case is closed, and they are found to be income eligible. This includes needed child care for children who are not on the assistance unit, but dependent on the parent. For Transitional Child Care there is a co-payment of 10% of gross income.
Cost Code 87103	Parents may receive up to 12 months of Transitional Child Care subsidy to support employment if they have received TANF (not a former VIEW case), the TANF case is closed, and they are found to be income eligible. This includes needed child care for children who are not on the assistance unit, but dependent on the parent. For Transitional Child Care there is a co-payment of 10% of gross income.
Cost Code 87104	TANF Working Child Care subsidy assists (VIEW exempt) working families receiving TANF benefits. If there is a need for child care and all eligibility requirements are met, recipients of TANF are eligible for needed child care to support employment. For TANF Working Child Care there is no co-payment.
Cost Code 87105	Learnfare Child Care is for children of a minor/teen parent in a TANF public assistance unit to enable them to attend school and comply with compulsory school attendance laws. Priority shall be given for child care subsidy to teen parents engaged in completing high school. This assumes the parent of the minor teen cannot provide care because of work, education/training, disability, or another hardship exemption. For Learnfare Child Care there is no co-payment.
Cost Code 87106	SNAP Child Care is considered a federally mandated service. This type of child care subsidy is available for children of recipients of Virginia's Supplemental Nutrition Assistance Program Employment and Training (SNAPET) program while participating in an activity approved by a SNAPET worker. For SNAPET Child Care, there is no co-payment if the family's income is at or below 100% of the federal poverty guidelines.
Cost Code 87801	The Head Start Wraparound program is mandated in the Appropriations Act and all justifiable requests for supplemental funding will be approved. This is a child care subsidy program that pays for additional hours beyond those provided by Head Start in order to provide full day/full year child care services for Head Start enrolled children. There is no co-payment for families with income at or below the federal poverty guidelines if all children are enrolled in Head Start. Families must be found to be income eligible and must pay a co-payment of 10% of their gross income if their income exceeds the federal poverty guidelines or if the siblings of a Head Start enrolled child also need child care subsidy.
Cost Code 88102	Same as Budget Line 88302 except this budget line requires a 5% local match.
Cost Code 88103	Same as Budget Line 88304 except this budget line requires a 5% local match.

Cost Code 88302	Fee Child Care program provides child care subsidies to income eligible clients who are employed, in approved education/training activities, or in need of protective services. For Fee Child Care there is a co-payment of 10% of gross income. It is the same as budget line 88102 except this budget line is 100% federally funded.
Cost Code 88304	The TANF Education and Training Child Care program provides child care services for TANF families in education or training. For TANF Education and Training Child Care there is no co-payment. It is the same as budget line 88103 except this budget line is 100% federally funded.
Cost Code 89001	These are funds that are available to local departments of social services to enable the implementation of initiatives to develop, enhance, and strengthen the quality of care delivered to children.

Appendix D

List of Documents in the Vendor Record

The following forms are required for vendor records:

- Vendor Memorandum of Agreement
- Child Care Provider Rate Verification
- Criminal Background Checks for Unregulated Vendors
- Central Registry Checks for Unregulated Vendors
- Sworn Statement of Affirmation for Unregulated Vendors
- Health and Safety Checklist for Unregulated Vendors
- Authorization to Act for In-Home Vendors
- Documentation to verify skill and safety training for Unregulated, Voluntarily Registered and Religiously Exempt Vendors
- Tuberculosis Screening for Unregulated Vendors

Appendix E

Barrier Crimes

- Licensed child day centers
- Religiously exempt child day centers
- Certified pre-schools
- Licensed family day homes
- Voluntarily registered family day homes
- Licensed family day systems
- Licensed system-approved family day homes
- The following if receiving federal, state, or local child care funds:
 - Local ordinance-approved family day homes
 - Programs of recreational activities offered by local governments
 - Unregulated family day homes (including in-home care)

(§§ 63.2-1717 D. 7., 63.2-1719, 63.2-1720, 63.2-1721, 63.2-1724, 63.2-1725 of the Code of Virginia)

Also included as barrier crimes (in addition to the offenses listed below) are the conviction of any other felony unless 5 years have elapsed since the conviction and a founded complaint of child abuse or neglect within or outside the Commonwealth. Convictions include prior adult convictions, juvenile convictions and adjudications of juvenile delinquency if offenses involved would be a felony if committed by an adult within or outside the Commonwealth.	63.2-1719
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OFFENSE * Or Equivalent Offense in Another State	CODE SECTION
Abduction (Kidnapping)	18.2-47 A
Abduction with Intent to Extort Money or for Immoral Purpose	18.2-48
Abuse and Neglect of Children	18.2-371.1
Abuse and Neglect of Incapacitated Adults	18.2-369
Adulteration of Food, Drink, Drugs, Cosmetics, etc.	18.2-54.2
Aggravated Malicious Wounding	18.2-51.2
Allowing a child to be present during manufacture or attempted manufacture of methamphetamine	18.2-248.02
Assault and Battery (Exception: Child day center may hire individual convicted of not more than one misdemeanor offense if 10 years have elapsed following the conviction, unless the person committed such offense while employed in a child day center or the object of the offense was a minor. 63.2-1720 C)	18.2-57
Assault and Battery Against a Family or Household Member	18.2-57.2
Assisting individuals in unlawfully procuring prescription drugs (Felony Convictions)	18.2-258.2
Attempted Aggravated Sexual Battery	18.2-67.5

Attempted Forcible Sodomy	18.2-67.5
Attempted Object Sexual Penetration	18.2-67.5
Attempted Rape	18.2-67.5
Attempted Sexual Battery	18.2-67.5
Attempts to Poison	18.2-54.1
Bodily Injuries Caused by Prisoners, Probationers or Parolees	18.2-55
Breaking and Entering Dwelling House with Intent to Commit Other Misdemeanor	18.2-92
Burglary	18.2-89
Burning Building or Structure While in such Building or Structure with Intent to Commit Felony	18.2-82
Burning or Destroying any Other Building or Structure	18.2-80
Burning or Destroying Dwelling House, etc.	18.2-77
Burning or Destroying Meeting House, etc.	18.2-79
Burning or Destroying Personal Property, Standing Grain, etc.	18.2-81
Carelessly Damaging Property by Fire	18.2-88
Carjacking	18.2-58.1
Carnal Knowledge of Certain Minors	18.2-64.1
Carnal Knowledge of Child Between 13 and 15	18.2-63
Carnal Knowledge of an Inmate, Parolee, Probationer or Pretrial or Post trial Offender	18.2-64.2
Causing, Inciting, etc. Threats to Bomb or Damage Buildings or Means of Transportation; False Information as to Danger to such Buildings, etc.	18.2-84
Certain Premises Deemed Common Nuisance (Felony Convictions)	18.2-258
Crimes Against Nature Involving Children	18.2-361
Delivery of Drugs, Firearms, Explosives, etc. to Prisoners	18.2-474.1
Disarming a Law Enforcement or Correctional Officer	18.2-57.02
Distribution of Certain Drugs to Persons Under Eighteen (Felony Convictions)	18.2-255
Drive-By Shooting	18.2-286.1
Drug Attempts (Felony Convictions)	18.2-257
Drug Conspiracy (Felony Convictions)	18.2-256
Electronic Facilitation of Pornography	18.2-374.3
Employing or Permitting Minor to Assist in Obscenity and Related Offenses	18.2-379
Entering Bank, Armed, with Intent to Commit Larceny	18.2-93
Entering Dwelling House, etc. with Intent to Commit Larceny, Assault and Battery or Other Felony	18.2-91
Entering Dwelling House, etc. with Intent to Commit Murder, Rape, Robbery or Arson	18.2-90
Escape from Jail	18.2-477
Failing to Secure Medical Attention for Injured Child	18.2-314
Felonies by Prisoners	53.1-203
Firearms – Allowing Access by Children	18.2-56.2
Hazing of Student at School, College, or University	18.2-56
Hazing of Youth Gang Members	18.2-55.1
Homicide	18.2-33
Illegal Stimulants and Steroids	18.2-248.5
Incest	18.2-366 B
Involuntary Manslaughter	18.2-36.1
Killing a Fetus	18.2-32.2

Maiming, etc. of Another Resulting from Driving While Intoxicated	18.2-51.4
Maintaining a Fortified Drug House (Felony Convictions)	18.2-258.02
Malicious Bodily Injury by Means of any Caustic Substance or Agent or Use of any Explosive or Fire	18.2-52
Malicious Bodily Injury to Law Enforcement Officers	18.2-51.1
Malicious Wounding by Mob	18.2-41
Manufacture, Possession, Use, etc. of Fire Bombs or Explosive Materials or Devices	18.2-85
Manufacturing, Selling, Giving, or Distributing a Controlled Substance or an Imitation Controlled Substance (Felony Convictions)	18.2-248
Manufacturing, Selling, Giving, or Distributing or Possessing with Intent to Manufacture, Sell, Give, or Distribute Any Anabolic Steroid (Felony Convictions)	18.2-248.5
Murder, Capital	18.2-31
Murder, First and Second Degree	18.2-32
Murder of a Pregnant Woman	18.2-32.1
Obscenity Offenses	18.2-374.1
Obtaining Drugs, Procuring Administration of Controlled Substances, etc. by Fraud, Deceit or Forgery (Felony Convictions)	18.2-258.1
Pandering	18.2-355
Pointing Laser at Law Enforcement	18.2-57.01
Possession and Distribution of Flunitrazepam (Felony Convictions)	18.2-251.2
Possession and Distribution of Gamma-Butyrolactone or 1, 4 – Butanediol	18.2-251.3
Possession of Burglarious Tools, etc.	18.2-94
Possession of Child Pornography	18.2-374.1:1
Possession of Drugs (Felony Convictions)	18.2-250
Possession of Infectious Biological Substances	18.2-52.1
Possession or Use of a Sawed-Off Shotgun or Rifle in a Crime of Violence	18.2-300 A
Production, Publication, Sale, Possession with Intent to Distribute, Financing etc. of Sexually Explicit Items Involving Children	18.2-374.1
Rape	18.2-61
Reckless Endangerment	18.2-51.3
Reckless Handling of Firearms; Reckless Handling While Hunting	18.2-56.1
Robbery	18.2-58
Sale of Drugs on or near Certain Properties (Felony Convictions)	18.2-255.2
Setting Fire to Woods, Fences, Grass, etc.	18.2-86
Setting off Chemical Bombs Capable of Producing Smoke	18.2-87.1
Setting Woods, etc. on Fire Intentionally Whereby Another is Damaged or Jeopardized	18.2-87
Sexual Battery	18.2-67.4
Sexual Battery - Aggravated	18.2-67.3
Sexual Battery - Infected	18.2-67.4:1
Sexual Penetration - Object	18.2-67.2
Shooting, etc. in Committing or Attempting a Felony	18.2-53
Shooting, Stabbing, etc. with Intent to Maim, Kill, etc.	18.2-51
Sodomy - Forcible	18.2-67.1
Stalking (Felony Convictions)	18.2-60.3
Taking, Detaining, etc. Person for Prostitution etc. or Consenting Thereto	18.2-355

Taking Indecent Liberties with Child by Person in Custodial or Supervisory Relationship	18.2-370.1
Taking Indecent Liberties with Children	18.2-370
Threats of Death or Bodily Injury	18.2-60
Threats to Bomb or Damage Buildings or Means of Transportation; False Information as to Danger to Such Buildings, etc.	18.2-83
Transporting Controlled Substances into the Commonwealth (Felony Convictions)	18.2-248.01
Use of a Machine Gun in a Crime of Violence	18.2-289
Use of a Machine Gun for Aggressive Purpose	18.2-290
Use or Display of Firearm in Committing Felony	18.2-53.1
Voluntary Manslaughter	18.2-35

Appendix F

Metropolitan Statistical Area Groupings

FIPS	LOCALITY	INCOME CAP GROUP
001	Accomack	I
005	Alleghany	I
007	Amelia	I
009	Amherst	I
011	Appomattox	I
015	Augusta	I
017	Bath	I
019	Bedford County/City	I
021	Bland	I
023	Botetourt	I
520	Bristol	I
025	Brunswick	I
027	Buchanan	I
029	Buckingham	I
031	Campbell	I
033	Caroline	I
035	Carroll	I
037	Charlotte	I
580	Covington	I
045	Craig	I
049	Cumberland	I
590	Danville	I
051	Dickenson	I
057	Essex	I
063	Floyd	I

FIPS	LOCALITY	INCOME CAP GROUP
067	Franklin County	I
620	Franklin City	I
069	Frederick County	I
640	Galax	I
071	Giles	I
077	Grayson	I
081	Greensville/Emporia	I
083	Halifax	I
660	Harrisonburg	I
089	Henry	I
091	Highland	I
097	King & Queen	I
101	King William	I
103	Lancaster	I
105	Lee	I
109	Louisa	I
111	Lunenburg	I
680	Lynchburg	I
113	Madison	I
690	Martinsville	I
117	Mecklenburg	I
119	Middlesex	I
121	Montgomery	I
125	Nelson	I
131	Northampton	I
133	Northumberland	I
720	Norton	I
135	Nottoway	I

FIPS	LOCALITY	INCOME CAP GROUP
137	Orange	
139	Page	
141	Patrick	
143	Pittsylvania	
147	Prince Edward	
155	Pulaski	
750	Radford	
157	Rappahannock	
159	Richmond County	
770	Roanoke	
161	Roanoke County	
163	Rockbridge/Buena Vista/Lexington	
165	Rockingham	
167	Russell	
169	Scott	
171	Shenandoah	
173	Smyth	
175	Southampton	
790	Staunton	
181	Surry	
183	Sussex	
185	Tazewell	
191	Washington	
820	Waynesboro	
193	Westmoreland	
840	Winchester	
195	Wise	
197	Wythe	

FIPS	LOCALITY	INCOME CAP GROUP
003	Albemarle	II
036	Charles City	II
540	Charlottesville	II
041	Chesterfield/Colonial Heights	II
550	Chesapeake	II
053	Dinwiddie	II
065	Fluvanna	II
073	Gloucester	II
075	Goochland	II
079	Greene	II
650	Hampton	II
085	Hanover	II
087	Henrico	II
670	Hopewell	II
093	Isle of Wight	II
095	James City	II
115	Mathews	II
127	New Kent	II
700	Newport News	II
710	Norfolk	II
730	Petersburg	II
740	Portsmouth	II
145	Powhatan	II
149	Prince George	II
760	Richmond City	II
800	Suffolk	II
810	Virginia Beach	II
830	Williamsburg	II

FIPS	LOCALITY	INCOME CAP GROUP
199	York-Poquoson	II
510	Alexandria	III
013	Arlington	III
043	Clarke	III
047	Culpeper	III
059	Fairfax City/County	III
061	Fauquier	III
630	Fredericksburg	III
099	King George	III
107	Loudoun	III
683	Manassas City	III
685	Manassas Park	III
153	Prince William	III
177	Spotsylvania	III
179	Stafford	III
187	Warren	III

Appendix G

Maximum Reimbursable Rates Per Type of Vendor

LEVEL 1 MAXIMUM REIMBURSABLE RATE	LEVEL 2 MAXIMUM REIMBURSABLE RATE
Unregulated Vendors including In-Home Vendors (In-Home Vendors are paid minimum wage not to exceed Level 1 MRR for # of children in care)	Licensed Family Day Homes
Voluntarily Registered Family Day Homes	Licensed Child Day Centers (including Short-Term Child Day Centers)
	Local Ordinance-Approved Vendors (that meet or exceed <i>Minimum Standards for Licensed Family Day Homes</i>)*
Religiously-Exempt Child Day Centers	Licensed Family Day System-Approved Family Day Homes
Local Government-Approved Recreation Programs	Department of Education-Approved Child Care Programs
Certified Preschools	Child Care Centers run by the United States Department of Defense

* Localities that approve providers by local ordinances (in accordance §15.2-914 of the *Code of Virginia*) must have guidelines that meet or exceed the *Minimum Standards for Licensed Family Day Homes* to pay at Level 2 MRR. To pay at Level 2 MRR, local departments must certify and provide written documentation to their appropriate child care consultant that their local ordinance approval process does meet or exceed *Minimum Standards for Licensed Family Day Homes*.

Appendix H

Level 1 Maximum Reimbursable Rates

CENTER CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 1									
CENTRAL									
Full Day, Part Day Rate									
Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Amelia	007	17	16	13	13	12	11	9	9
Buckingham	029	17	16	13	13	12	11	9	9
Caroline	033	26	25	15	15	18	18	11	11
Charles City	036	20	19	16	17	14	13	11	12
Chesterfield/ Colonial Hghts	041	28	27	23	22	20	19	16	15
Cumberland	049	17	16	12	12	12	11	8	8
Essex	057	18	18	16	16	13	13	11	11
Fluvanna	065	29	25	21	20	20	18	15	14
Goochland	075	25	24	19	19	18	17	13	13
Hanover	085	27	25	20	19	19	18	14	13
Henrico	087	31	28	23	21	22	20	16	15
Hopewell	670	20	20	16	15	14	14	11	11
King & Queen	097	21	21	15	16	15	15	11	11
King William	101	20	20	17	16	14	14	12	11
Lancaster	103	21	21	17	17	15	15	12	12
Lunenburg	111	17	16	13	13	12	11	9	9
Middlesex	119	21	19	19	19	15	13	13	13
New Kent	127	21	21	18	17	15	15	13	12
Northumberland	133	21	21	16	17	15	15	11	12
Nottoway	135	17	16	15	13	12	11	11	9
Petersburg	730	18	19	17	15	13	13	12	11
Powhatan	145	23	21	18	17	16	15	13	12
Prince Edward	147	18	16	16	16	13	11	11	11
Richmond	760	26	26	20	19	18	18	14	13
Richmond Co.	159	21	21	17	17	15	15	12	12
Westmoreland	193	24	22	18	17	17	15	13	12

FAMILY CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 1									
CENTRAL									
Full Day, Part Day Rate									
Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Amelia	007	20	18	17	17	14	13	12	12
Buckingham	029	12	12	12	10	8	8	8	7
Caroline	033	17	16	14	13	12	11	10	9
Charles City	036	16	16	14	14	11	11	10	10
Chesterfield/ Colonial Heights	041	21	20	19	17	15	14	13	12
Cumberland	049	14	14	13	13	10	10	9	9
Essex	057	16	14	14	14	11	10	10	10
Fluvanna	065	20	19	20	18	14	13	14	13
Goochland	075	19	18	15	15	13	13	11	11
Hanover	085	20	20	17	16	14	14	12	11
Henrico	087	22	20	20	17	15	14	14	12
Hopewell	670	16	16	14	14	11	11	10	10
King & Queen	097	16	16	14	14	11	11	10	10
King William	101	16	15	14	14	11	11	10	10
Lancaster	103	16	16	14	14	11	11	10	10
Lunenburg	111	16	17	13	12	11	12	9	8
Middlesex	119	16	16	15	15	11	11	11	11
New Kent	127	17	17	15	15	12	12	11	11
Northumberland	133	16	16	14	14	11	11	10	10
Nottoway	135	12	12	14	12	8	8	10	8
Petersburg	730	17	16	15	13	12	11	11	9
Powhatan	145	17	17	15	14	12	12	11	10
Prince Edward	147	14	13	13	12	10	9	9	8
Richmond	760	18	18	15	14	13	13	11	10
Richmond Co.	159	16	16	14	14	11	11	10	10
Westmoreland	193	16	14	13	14	11	10	9	10

CENTER CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 1									
EASTERN									
Full Day, Part Day Rate									
Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Accomack	001	17	16	15	13	12	11	11	9
Brunswick	025	13	13	10	10	9	9	7	7
Chesapeake	550	27	25	20	18	19	18	14	13
Dinwiddie	053	21	21	15	15	15	15	11	11
Franklin City	620	22	21	16	16	15	15	11	11
Gloucester	073	20	21	17	18	14	15	12	13
Greensville/ Emporia	081	21	21	13	13	15	15	9	9
Hampton	650	25	21	18	16	18	15	13	11
Isle Of Wight	093	22	20	15	13	15	14	11	9
James City	095	25	25	22	19	18	18	15	13
Mathews	115	17	15	15	12	12	11	11	8
Newport News	700	24	24	20	17	17	17	14	12
Norfolk	710	25	24	20	18	18	17	14	13
Northampton	131	17	14	14	13	12	10	10	9
Portsmouth	740	26	19	17	17	18	13	12	12
Prince George	149	23	20	19	17	16	14	13	12
Southampton	175	19	15	13	11	13	11	9	8
Suffolk	800	22	20	17	16	15	14	12	11
Surry	181	21	21	18	16	15	15	13	11
Sussex	183	21	21	12	12	15	15	8	8
Virginia Beach	810	28	26	21	20	20	18	15	14
Williamsburg	830	27	27	23	21	19	19	16	15
York/ Poquoson	199	24	23	18	18	17	16	13	13

**FAMILY CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 1
EASTERN**

Full Day, Part Day Rate

Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Accomack	001	14	14	14	13	10	10	10	9
Brunswick	025	15	14	13	13	11	10	9	9
Chesapeake	550	18	17	17	15	13	12	12	11
Dinwiddie	053	16	16	14	14	11	11	10	10
Franklin City	620	15	14	14	20	11	10	10	14
Gloucester	073	16	16	14	13	11	11	10	9
Greensville/ Emporia	081	18	13	12	12	13	9	8	8
Hampton	650	17	17	15	15	12	12	11	11
Isle Of Wight	093	16	15	15	15	11	11	11	11
James City	095	20	20	17	17	14	14	12	12
Mathews	115	16	16	15	14	11	11	11	10
Newport News	700	17	16	14	15	12	11	10	11
Norfolk	710	18	16	15	14	13	11	11	10
Northampton	131	15	15	15	15	11	11	11	11
Portsmouth	740	15	15	14	13	11	11	10	9
Prince George	149	16	16	14	13	11	11	10	9
Southampton	175	16	14	14	14	11	10	10	10
Suffolk	800	16	15	15	15	11	11	11	11
Surry	181	16	15	12	12	11	11	8	8
Sussex	183	15	15	14	14	11	11	10	10
Virginia Beach	810	19	17	16	15	13	12	11	11
Williamsburg	830	20	17	17	16	14	12	12	11
York/ Poquoson	199	18	16	16	15	13	11	11	11

CENTER CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 1									
NORTHERN									
Full Day, Part Day Rate									
Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Alexandria	510	38	36	29	29	27	25	20	20
Arlington	013	40	40	34	33	28	28	24	23
Clarke	043	22	19	15	16	15	13	11	11
Culpeper	047	18	18	15	15	13	13	11	11
Fairfax Co./ City & Falls Church	059	38	37	33	30	27	26	23	21
Fauquier	061	27	26	20	20	19	18	14	14
Frederick/ Winchester	069	18	17	16	15	13	12	11	11
Fredericksburg	630	27	26	20	19	19	18	14	13
Greene	079	22	20	15	15	15	14	11	11
King George	099	25	24	17	16	18	17	12	13
Loudoun	107	36	34	28	27	25	24	20	19
Louisa	109	22	20	21	18	15	14	15	13
Madison	113	19	19	16	16	13	13	11	11
Manassas	683	33	30	26	23	23	21	18	16
Manassas Park	685	38	36	27	20	27	25	19	14
Orange	137	21	21	18	17	15	15	13	12
Page	139	22	20	17	16	15	14	12	11
Prince William	153	31	31	26	25	22	22	18	18
Rappahannock	157	23	23	20	20	16	16	14	14
Rockingham/ Harrisonburg	165	24	23	19	19	17	16	13	13
Shenandoah	171	15	15	14	14	11	11	10	10
Spotsylvania	177	26	25	20	20	18	18	14	14
Stafford	179	26	26	22	20	18	18	15	14
Warren	187	20	17	15	15	14	12	11	11

**FAMILY CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 1
NORTHERN
Full Day, Part Day Rate**

Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Alexandria	510	28	28	27	26	20	20	19	18
Arlington	013	29	30	28	29	20	21	20	20
Clarke	043	18	16	16	16	13	11	11	11
Culpeper	047	16	15	16	16	11	11	11	11
Fairfax Co./ City & Falls Church	059	31	30	29	27	22	21	20	19
Fauquier	061	22	23	20	19	15	16	14	13
Frederick/ Winchester	069	18	17	16	16	13	12	11	11
Fredericksburg	630	19	17	17	17	13	12	12	12
Greene	079	20	18	18	16	14	13	13	11
King George	099	20	18	18	17	14	13	13	12
Loudoun	107	30	30	28	26	21	21	20	18
Louisa	109	15	15	15	15	11	11	11	11
Madison	113	15	13	13	12	11	9	9	8
Manassas	683	29	26	25	25	20	18	18	18
Manassas Park	685	27	26	24	22	19	18	17	15
Orange	137	18	18	16	22	13	13	11	15
Page	139	12	11	11	11	8	8	8	8
Prince William	153	27	26	23	20	19	18	16	14
Rappahannock	157	21	18	18	17	15	13	13	12
Rockingham/ Harrisonburg	165	18	16	15	15	13	11	11	11
Shenandoah	171	15	14	13	12	11	10	9	8
Spotsylvania	177	21	16	16	16	15	11	11	11
Stafford	179	23	21	19	20	16	15	13	14
Warren	187	19	18	17	17	13	13	12	12

CENTER CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 1									
PIEDMONT									
Full Day, Part Day Rate									
		Full Day				Part Day			
Locality	FIPS	Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Albemarle/ Charlottesville	003	29	29	23	23	20	20	16	16
Alleghany/ Covington	005	21	18	18	17	15	13	13	12
Amherst	009	17	17	12	12	12	12	8	8
Appomattox	011	17	14	12	13	12	10	8	9
Augusta/ Staunton/ Waynesboro	015	23	21	18	18	16	15	13	13
Bath	017	22	20	16	13	15	14	11	9
Bedford Co./ City	019	19	19	14	14	13	13	10	10
Botetourt	023	21	20	15	14	15	14	11	10
Campbell	031	17	13	13	13	12	9	9	9
Charlotte	037	17	16	13	13	12	11	9	9
Craig	045	18	14	14	14	13	10	10	10
Danville	590	20	18	13	13	14	13	9	9
Franklin Co.	067	22	17	14	12	15	12	10	8
Halifax/ South Boston	083	17	16	13	13	12	11	9	9
Henry/ Martinsville	089	20	18	13	12	14	13	9	8
Highland	091	22	20	17	16	15	14	12	11
Lynchburg	680	18	17	14	13	13	12	10	9
Mecklenburg	117	16	16	14	13	11	11	10	9
Nelson	125	22	17	15	17	15	12	11	12
Pittsylvania	143	14	14	13	13	10	10	9	9
Roanoke	770	25	23	18	17	18	16	13	12
Roanoke Co.	161	29	29	22	20	20	20	15	14
Rockbridge/ Buena Vista/ Lexington	163	22	19	19	15	15	13	13	11

FAMILY CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 1									
PIEDMONT									
Full Day, Part Day Rate									
Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Albemarle/ Charlottesville	003	22	22	20	20	15	15	14	14
Alleghany/ Covington/ Clifton Forge	005	16	16	15	15	11	11	11	11
Amherst	009	12	12	12	12	8	8	8	8
Appomattox	011	16	15	14	14	11	11	10	10
Augusta/ Staunton/ Waynesboro	015	17	16	16	16	12	11	11	11
Bath	017	18	16	16	15	13	11	11	11
Bedford Co./ City	019	18	16	15	13	13	11	11	9
Botetourt	023	16	16	16	13	11	11	11	9
Campbell	031	14	13	12	12	10	9	8	8
Charlotte	037	14	14	13	13	10	10	9	9
Craig	045	15	13	13	12	11	9	9	8
Danville	590	12	12	10	10	8	8	7	7
Franklin Co.	067	15	14	14	13	11	10	10	9
Halifax/ South Boston	083	16	15	15	13	11	11	11	9
Henry/ Martinsville	089	13	12	12	12	9	8	8	8
Highland	091	15	13	12	12	11	9	8	8
Lynchburg	680	17	18	16	13	12	13	11	9
Mecklenburg	117	15	13	13	13	11	9	9	9
Nelson	125	12	16	16	15	8	11	11	11
Pittsylvania	143	11	11	11	11	8	8	8	8
Roanoke City	770	17	16	15	14	12	11	11	10
Roanoke Co.	161	16	16	16	15	11	11	11	11
Rockbridge/ Buena Vista/ Lexington	163	20	20	18	18	14	14	13	13

CENTER CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 1									
WESTERN									
Full Day, Part Day Rate									
Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Bland	021	16	16	14	15	11	11	10	11
Bristol	520	19	19	16	15	13	13	11	11
Buchanan	027	16	16	14	15	11	11	10	11
Carroll	035	14	14	12	12	10	10	8	9
Dickenson	051	16	16	14	15	11	11	10	11
Floyd	063	20	18	14	14	14	13	10	10
Galax	640	15	15	13	13	11	11	9	9
Giles	071	16	16	15	15	11	11	11	11
Grayson	077	16	16	13	13	11	11	9	9
Lee	105	16	15	15	15	11	11	11	11
Montgomery	121	21	21	18	16	15	15	13	11
Patrick	141	15	13	13	13	11	9	9	9
Pulaski	155	20	18	15	13	14	13	11	9
Radford	750	20	19	15	14	14	13	11	10
Russell	167	14	14	13	13	10	10	9	9
Scott	169	14	14	13	14	10	10	9	10
Smyth	173	16	13	12	12	11	9	8	8
Tazewell	185	15	14	13	14	11	10	9	10
Washington	191	17	18	15	15	12	13	11	11
Wise/ Norton	195	16	16	13	13	11	11	9	9
Wythe	197	17	16	13	13	12	11	9	9

FAMILY CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 1									
WESTERN									
Full Day, Part Day Rate									
Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Bland	021	13	12	12	11	9	8	8	8
Bristol	520	13	13	13	13	9	9	9	9
Buchanan	027	18	18	18	18	13	13	13	13
Carroll	035	12	12	10	10	8	8	7	7
Dickenson	051	16	16	15	14	11	11	11	10
Floyd	063	11	12	11	10	8	8	8	7
Galax	640	12	12	12	11	8	8	8	8
Giles	071	14	12	12	12	10	8	8	8
Grayson	077	12	12	10	9	8	8	7	6
Lee	105	14	14	15	11	10	10	11	8
Montgomery	121	17	17	15	14	12	12	11	10
Patrick	141	10	10	10	10	7	7	7	7
Pulaski	155	12	12	12	12	8	8	8	8
Radford	750	20	15	14	11	14	11	10	8
Russell	167	12	12	12	12	8	8	8	8
Scott	169	14	14	14	14	10	10	10	12
Smyth	173	11	11	11	11	8	8	8	8
Tazewell	185	15	15	12	12	11	11	8	8
Washington	191	16	13	12	12	11	9	8	8
Wise/ Norton	195	14	13	12	12	10	9	8	8
Wythe	197	12	13	13	13	8	9	9	9

Appendix I

Level 2 Maximum Reimbursable Rates

CENTER CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 2									
CENTRAL									
Full Day, Part Day Rate									
Includes Infant Rate Change Effective Statewide November 1, 2009									
Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Amelia	007	21	18	18	13	15	13	13	9
Buckingham	029	19	16	14	13	13	11	10	9
Caroline	033	35	30	18	15	25	21	13	11
Charles City	036	24	22	19	17	17	15	13	12
Chesterfield/ Colonial Heights	041	39	33	27	22	27	23	19	15
Cumberland	049	19	17	15	12	13	12	11	8
Essex	057	24	22	21	16	17	15	15	11
Fluvanna	065	34	29	26	20	24	20	18	14
Goochland	075	38	35	31	19	27	25	22	13
Hanover	085	38	31	24	19	27	22	17	13
Henrico	087	38	33	26	21	27	23	18	15
Hopewell	670	24	22	17	15	17	15	12	11
King & Queen	097	24	21	16	16	17	15	11	11
King William	101	25	25	19	16	18	18	13	11
Lancaster	103	24	23	19	17	17	16	13	12
Lunenburg	111	21	18	16	13	15	13	11	9
Middlesex	119	24	22	22	19	17	15	15	13
New Kent	127	24	24	18	17	17	17	13	12
Northumberland	133	24	21	17	17	17	15	12	12
Nottoway	135	21	18	17	13	15	13	12	9
Petersburg	730	21	20	18	15	15	14	13	11
Powhatan	145	37	28	25	17	26	20	18	12
Prince Edward	147	21	20	19	16	15	14	13	11
Richmond	760	30	29	23	19	21	20	16	13
Richmond Co.	159	24	21	18	17	17	15	13	12
Westmoreland	193	30	27	19	17	21	19	13	12

**FAMILY CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 2
CENTRAL
Full Day, Part Day Rate
Includes Infant Rate Change Effective Statewide November 1, 2009**

Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Amelia	007	20	18	17	17	14	13	12	12
Buckingham	029	17	16	15	10	12	11	11	7
Caroline	033	20	17	16	13	14	12	11	9
Charles City	036	19	17	17	14	13	12	12	10
Chesterfield/Colonial Hghts	041	25	25	23	17	18	18	16	12
Cumberland	049	15	15	15	13	11	11	11	9
Essex	057	18	18	17	14	13	13	12	10
Fluvanna	065	24	22	22	18	17	15	15	13
Goochland	075	25	24	21	15	18	17	15	11
Hanover	085	30	25	22	16	21	18	15	11
Henrico	087	30	25	22	17	21	18	15	12
Hopewell	670	20	17	16	14	14	12	11	10
King & Queen	097	19	17	17	14	13	12	12	10
King William	101	19	19	17	14	13	13	12	10
Lancaster	103	19	17	17	14	13	12	12	10
Lunenburg	111	17	17	15	12	12	12	11	8
Middlesex	119	20	18	18	15	14	13	13	11
New Kent	127	19	18	17	15	13	13	12	11
Northumberland	133	19	17	17	14	13	12	12	10
Nottoway	135	15	13	14	12	11	9	10	8
Petersburg	730	19	18	16	13	13	13	11	9
Powhatan	145	25	24	21	14	18	17	15	10
Prince Edward	147	17	17	15	12	12	12	11	8
Richmond	760	25	22	19	14	18	15	13	10
Richmond Co.	159	19	17	17	14	13	12	12	10
Westmoreland	193	19	17	17	14	13	12	12	10

CENTER CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 2 EASTERN Full Day, Part Day Rate Includes Infant Rate Change Effective Statewide November 1, 2009									
Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Accomack	001	26	19	16	13	8 ¹	13	11	9
Brunswick	025	21	18	16	10	5 ¹	13	11	7
Chesapeake	550	34	28	24	18	4 ²	20	17	13
Dinwiddie	053	24	23	16	15	7 ¹	16	11	11
Franklin City	620	26	23	18	16	8 ¹	16	13	11
Gloucester	073	27	26	22	18	9 ¹	18	15	13
Greensville/ Emporia	081	24	21	14	13	7 ¹	15	10	9
Hampton	650	33	28	21	16	3 ²	20	15	11
Isle Of Wight	093	30	23	18	13	1 ²	16	13	9
James City	095	32	26	24	19	2 ²	18	17	13
Mathews	115	24	19	18	12	7 ¹	13	13	8
Newport News	700	29	25	23	17	0 ²	18	16	12
Norfolk	710	30	26	21	18	1 ²	18	15	13
Northampton	131	26	17	15	13	8 ¹	12	11	9
Portsmouth	740	31	28	25	17	2 ²	20	18	12
Prince George	149	27	24	21	17	9 ¹	17	15	12
Southampton	175	26	23	18	11	8 ¹	16	13	8
Suffolk	800	27	23	19	16	9 ¹	16	13	11
Surry	181	26	23	19	16	8 ¹	16	13	11
Sussex	183	24	21	14	12	7 ¹	15	10	8
Virginia Beach	810	35	29	25	20	5 ²	20	18	14
Williamsburg	830	35	34	28	21	5 ²	24	20	15
York/ Poquoson	199	31	27	22	18	2 ²	19	15	13

**FAMILY CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 2
EASTERN
Full Day, Part Day Rate
Includes Infant Rate Change Effective Statewide November 1, 2009**

Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Accomack	001	18	15	15	13	13	11	11	9
Brunswick	025	17	15	15	13	12	11	11	9
Chesapeake	550	25	20	19	15	18	14	13	11
Dinwiddie	053	20	17	15	14	14	12	11	10
Franklin City	620	16	15	15	20	11	11	11	14
Gloucester	073	21	20	18	13	15	14	13	9
Greensville/ Emporia	081	19	17	15	12	13	12	11	8
Hampton	650	20	19	18	15	14	13	13	11
Isle Of Wight	093	20	19	17	15	14	13	12	11
James City	095	25	20	19	17	18	14	13	12
Mathews	115	19	17	17	14	13	12	12	10
Newport News	700	22	20	18	15	15	14	13	11
Norfolk	710	22	19	18	14	15	13	13	10
Northampton	131	20	19	17	15	14	13	12	11
Portsmouth	740	22	19	17	13	15	13	12	9
Prince George	149	20	18	17	13	14	13	12	9
Southampton	175	20	19	17	14	14	13	12	10
Suffolk	800	20	19	17	15	14	13	12	11
Surry	181	17	16	14	12	12	11	10	8
Sussex	183	20	16	15	14	14	11	11	10
Virginia Beach	810	27	22	20	15	19	15	14	11
Williamsburg	830	23	20	19	16	16	14	13	11
York/ Poquoson	199	28	22	20	15	20	15	14	11

**CENTER CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 2
NORTHERN
Full Day, Part Day Rate
Includes Infant Rate Change Effective Statewide November 1, 2009**

Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Alexandria	510	63	46	38	29	44	32	27	20
Arlington	013	58	41	38	33	41	29	27	23
Clarke	043	33	30	23	16	23	21	16	11
Culpeper	047	35	27	16	15	25	19	11	11
Fairfax Co./ City & Falls Church	059	56	45	39	30	39	32	27	21
Fauquier	061	42	32	27	20	29	22	19	14
Frederick/ Winchester	069	30	24	18	15	21	17	13	11
Fredericksburg	630	35	33	25	19	25	23	18	13
Greene	079	27	20	20	15	19	14	14	11
King George	099	35	27	19	16	25	19	13	13
Loudoun	107	45	42	38	27	40	29	27	19
Louisa	109	31	28	23	18	22	20	16	13
Madison	113	35	22	19	16	25	15	13	11
Manassas	683	40	34	29	23	28	24	20	16
Manassas Park	685	52	43	38	20	36	30	27	14
Orange	137	35	27	22	17	25	19	15	12
Page	139	31	28	20	16	22	20	14	11
Prince William	153	41	36	30	25	29	25	21	18
Rappahannock	157	35	26	22	20	25	18	15	14
Rockingham/ Harrisonburg	165	31	26	21	19	22	18	15	13
Shenandoah	171	27	18	14	14	19	13	10	10
Spotsylvania	177	35	29	25	20	25	20	18	14
Stafford	179	37	31	26	20	26	22	18	14
Warren	187	27	21	19	15	19	15	13	11

**FAMILY CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 2
NORTHERN
Full Day, Part Day Rate
Includes Infant Rate Change Effective Statewide November 1, 2009**

Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Alexandria	510	32	30	30	26	22	21	21	18
Arlington	013	39	34	32	29	27	24	22	20
Clarke	043	20	17	17	16	14	12	12	11
Culpeper	047	25	19	19	16	18	13	13	11
Fairfax Co./ City & Falls Church	059	37	35	33	27	26	25	23	19
Fauquier	061	32	30	26	19	22	21	18	13
Frederick/ Winchester	069	27	20	19	16	19	14	13	11
Fredericksburg	630	25	24	22	17	18	17	15	12
Greene	079	21	19	18	16	15	13	13	11
King George	099	20	19	19	17	14	13	13	12
Loudoun	107	40	35	33	26	28	25	23	18
Louisa	109	22	20	18	15	15	14	13	11
Madison	113	26	19	19	12	18	13	13	8
Manassas	683	41	28	27	25	29	20	19	18
Manassas Park	685	40	37	35	22	28	26	25	15
Orange	137	22	19	18	22	15	13	13	15
Page	139	17	16	15	11	12	11	11	8
Prince William	153	31	28	27	20	22	20	19	14
Rappahannock	157	26	24	22	17	18	17	15	12
Rockingham/ Harrisonburg	165	25	25	18	15	18	18	13	11
Shenandoah	171	21	16	16	12	15	11	11	8
Spotsylvania	177	27	22	20	16	19	15	14	11
Stafford	179	30	25	24	20	21	18	17	14
Warren	187	20	18	17	17	14	13	12	12

CENTER CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 2 PIEDMONT Full Day, Part Day Rate Includes Infant Rate Change Effective Statewide November 1, 2009									
Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Albemarle/ Charlottesville	003	39	31	28	23	27	22	20	16
Alleghany/ Covington/ Clifton Forge	005	22	19	18	17	15	13	13	12
Amherst	009	21	17	16	12	15	12	11	8
Appomattox	011	21	17	13	13	15	12	9	9
Augusta/ Staunton/ Waynesboro	015	27	25	21	18	19	18	15	13
Bath	017	31	28	20	13	22	20	14	9
Bedford Co./ City	019	28	21	15	14	20	15	11	10
Botetourt	023	27	27	19	14	19	19	13	10
Campbell	031	18	15	14	13	13	11	10	9
Charlotte	037	20	18	18	13	14	13	13	9
Craig	045	20	17	17	14	14	12	12	10
Danville	590	23	19	16	13	16	13	11	9
Franklin Co.	067	27	27	16	12	19	19	11	8
Halifax/ South Boston	083	20	18	18	13	14	13	13	9
Henry/ Martinsville	089	21	19	14	12	15	13	10	8
Highland	091	31	26	20	16	22	18	14	11
Lynchburg	680	25	20	16	13	18	14	11	9
Mecklenburg	117	19	16	14	13	13	11	10	9
Nelson	125	27	18	17	17	19	13	12	12
Pittsylvania	143	20	15	14	13	14	11	10	9
Roanoke	770	39	31	25	17	27	22	18	12
Roanoke Co.	161	39	31	22	20	27	22	15	14
Rockbridge/ Buena Vista/ Lexington	163	33	33	28	15	23	23	20	11

FAMILY CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 2									
PIEDMONT									
Full Day, Part Day Rate									
Includes Infant Rate Change Effective Statewide November 1, 2009									
Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Albemarle/ Charlottesville	003	25	25	25	20	18	18	18	14
Alleghany/ Covington	005	18	17	16	15	13	12	11	11
Amherst	009	17	16	15	12	12	11	11	8
Appomattox	011	17	16	15	14	12	11	11	10
Augusta/ Staunton/ Waynesboro	015	20	17	16	16	14	12	11	11
Bath	017	20	18	17	15	14	13	12	11
Bedford Co./ City	019	20	17	16	13	14	12	11	9
Botetourt	023	20	18	18	13	14	13	13	9
Campbell	031	20	20	16	12	14	14	11	8
Charlotte	037	17	16	15	13	12	11	11	9
Craig	045	16	15	15	12	11	11	11	8
Danville	590	15	15	15	10	11	11	11	7
Franklin Co.	067	20	15	15	13	14	11	11	9
Halifax/ South Boston	083	18	16	16	13	13	11	11	9
Henry/ Martinsville	089	13	15	13	12	9	11	9	8
Highland	091	20	18	17	12	14	13	12	8
Lynchburg	680	19	18	18	13	13	13	13	9
Mecklenburg	117	17	15	15	13	12	11	11	9
Nelson	125	20	16	16	15	14	11	11	11
Pittsylvania	143	16	14	12	11	11	10	8	8
Roanoke City	770	18	18	17	14	13	13	12	10
Roanoke Co.	161	20	20	20	15	14	14	14	11
Rockbridge/ Buena Vista/ Lexington	163	21	21	19	18	15	15	13	13

**CENTER CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 2
WESTERN
Full Day, Part Day Rate
Includes Infant Rate Change Effective Statewide November 1, 2009**

Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Bland	021	18	17	15	15	13	12	11	11
Bristol	520	22	20	18	15	15	14	13	11
Buchanan	027	18	17	15	15	13	12	11	11
Carroll	035	18	16	14	12	13	11	10	9
Dickenson	051	18	17	15	15	13	12	11	11
Floyd	063	21	19	16	14	15	13	11	10
Galax	640	18	23	23	13	13	16	16	9
Giles	071	21	18	15	15	15	13	11	11
Grayson	077	18	16	14	13	13	11	10	9
Lee	105	18	18	18	15	13	13	13	11
Montgomery	121	26	24	21	16	18	17	15	11
Patrick	141	20	14	14	13	14	10	10	9
Pulaski	155	21	19	17	13	15	13	12	9
Radford	750	23	19	16	14	16	13	11	10
Russell	167	18	14	13	13	13	10	9	9
Scott	169	18	17	16	14	13	12	11	10
Smyth	173	18	13	12	12	13	9	8	8
Tazewell	185	19	15	13	14	13	11	9	10
Washington	191	18	19	16	15	13	13	11	11
Wise/ Norton	195	18	17	15	13	13	12	11	9
Wythe	197	18	17	15	13	13	12	11	10

FAMILY CHILD CARE MAXIMUM REIMBURSABLE RATES – LEVEL 2 WESTERN Full Day, Part Day Rate Includes Infant Rate Change Effective Statewide November 1, 2009									
Locality	FIPS	Full Day				Part Day			
		Infant	Toddler	Pre-School	School Age	Infant	Toddler	Pre-School	School Age
Bland	021	15	14	13	11	11	10	9	8
Bristol	520	15	13	13	13	11	9	9	9
Buchanan	027	19	19	19	18	13	13	13	13
Carroll	035	14	13	12	10	10	9	8	7
Dickenson	051	20	16	16	14	14	11	11	10
Floyd	063	20	17	15	10	14	12	11	7
Galax	640	14	13	13	11	10	9	9	8
Giles	071	16	15	15	12	11	11	11	8
Grayson	077	13	12	12	9	9	8	8	6
Lee	105	15	15	16	11	11	11	11	8
Montgomery	121	19	18	17	14	13	13	12	10
Patrick	141	12	12	12	10	8	8	8	7
Pulaski	155	17	15	15	12	12	11	11	8
Radford	750	20	15	15	11	14	11	11	8
Russell	167	18	16	15	12	13	11	11	8
Scott	169	17	17	16	14	12	12	11	12
Smyth	173	13	12	12	11	9	8	8	8
Tazewell	185	15	15	15	12	11	11	11	8
Washington	191	16	14	14	12	11	10	10	8
Wise/ Norton	195	18	18	18	12	13	13	13	8
Wythe	197	14	13	13	13	10	9	9	9

Appendix J

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES

Child Care Income Eligibility/Co-Payment Worksheet

Client Name _____ Case # _____ Date _____

Number in Family Unit	Maximum Income Allowed	Poverty Level for Family Size (Head Start Wrap-Around)
_____	_____	_____

Gross Monthly Income	\$ _____
Income Eligible:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Head Start-Enrolled Child in Family	<input type="checkbox"/> Yes <input type="checkbox"/> No
Monthly Amount Family Pays:	
Multiply Gross Monthly X 10% = Co-Pay	\$ _____
OR	
Head Start Family below Poverty Level = 0 Co-Pay	\$ _____

Optional: Anticipated Closing Date (check one)

Transitional Period Ends 60 Months Ends NA

CHILD CARE INCOME ELIGIBILITY/CO-PAYMENT WORKSHEET

FORM NUMBER: 032-02-093/2 (10/02)

PURPOSE: The purpose of this form is to provide a standardized format to determine and document income eligibility and client co-payment amount for the Child Care Fee child care programs.

USE: The local department service worker completes this form at the time of initial eligibility and co-payment determination, at the time of each review, and when a change in family status or income will affect income eligibility and the co-payment amount.

COPIES: There is one copy of this form.

DISPOSITION OF COPIES: The form is filed in the client's record. For subsequent redetermination, the form is batched with previous forms used.

INSTRUCTION FOR PREPARING FORM:

Client Name and Number: Enter the client's name and case number on each form.

Date: Indicate the date that the eligibility/fee amount determination was made.

Number in Family Unit: Determine number in family unit using the procedures in Volume VII, Chapter B, Intake and Case Management.

Maximum Income Allowed: Insert the maximum income for this family size in your locality using the child care policy manual.

Poverty guidelines for Family Size: For the Head Start Wrap-Around program, insert the federal poverty guidelines for this size family using the child care policy manual.

Income: Determine gross monthly income using the procedures in Volume VII, Chapter B, Intake, and Case Management.

Monthly Co-payment Family Pays: Calculate 10% of the gross monthly income as the co-payment OR determine that all children receiving the child care subsidy are enrolled in Head Start, the household's income is below the Federal poverty guidelines and there is no co-payment. If non-Head Start enrolled siblings also receive a child care subsidy, there is always a co-payment.

Appendix K

Child Care Parent Responsibilities Form

Immunization

All children receiving services under the Child Care and Development Fund (CCDF) must be age-appropriately immunized, according to the current "Recommended Childhood Immunization Schedule, United States." You may be required to provide your child care worker with documentation of immunization, a physician's statement that the required immunizations may be detrimental to the child's health, or a statement of religious exemption (on the CRE-1 form entitled "Certification of Religious Exemption"), within 30 days of receiving child care that will be paid for with CCDF funds.

Fraud

Fraud is larceny. Fraud involving more than \$200 is a felony. The *Code of Virginia* (§63.2-522) deems any person who obtains assistance or benefits by means of a willful false statement, or who knowingly fails to notify of changes in circumstances that could affect eligibility for assistance as guilty of larceny. Upon conviction, the *Code of Virginia* authorizes punishment according to State law.

Reporting Changes

You must report all required changes to the local department of social services within 10 days after they occur. You are required to report the following changes:

1. Your gross (before taxes) monthly family wages or other family income if the total amount exceeds: \$_____.
2. Your family no longer has income.
3. A change in education/training activity, including class days/hours and curriculum
4. A change in the number of household members
5. A child receiving child care services reaches his/her 13th birthday
6. A change of address
7. A change of provider
8. A change in the number of hours child(ren) need child care

Repayment

In addition to any criminal punishment as set forth in the *Code of Virginia*, anyone who causes the Department of Social Services to make an improper vendor payment by withholding any of the above changes will be required to repay the amount of the improper payment. Repayment will be in either a lump sum or according to a written repayment plan between the responsible person and the local Department of Social Services.

By my signature below, I declare that I fully understand and agree to the above reporting requirements. If I give false, incorrect, or incomplete information or do not report changes on time, I may be breaking the law and could be prosecuted for perjury, larceny, or welfare fraud. I further understand that I must remove my child from child care if I stop going to the activity or work for which I am approved.

Applicant: _____ Date: _____

Worker: _____ Date: _____

Child Care Parent Responsibilities Form

Form Number: 032-02-0420-04-eng (10/08)

Purpose: To inform customers of their responsibilities to cooperate with eligibility determination and to report all changes that might affect that eligibility. To assure that customers understand what constitutes welfare fraud and the consequences of fraud.

Use: The local department service worker will review the information on this form with customers, sign, and date the form along with the applicant/recipient both at initial eligibility determination and at redetermination.

Copies/Disposition: One copy is given to the customer. One copy is retained in the record.

INSTRUCTIONS:

Reporting Changes – Item 1 – Worker must fill in the amount of the family's gross monthly income that would cause the total amount to exceed the maximum monthly income level allowed for a family of its size in the locality where the child care services have been authorized.

Appendix L

OFFICE USE ONLY: Date Application/Redetermination Received Agency FIPS Case# Category of Care

Child Care Subsidy Service Application and Redetermination Form

Rights of Applicants for Child Care Subsidy Services

Anyone may apply for child care services. You must apply in the city or county in which you live. You do not have to have lived in the county or city for any specific length of time. The child(ren) for whom the child care service application is submitted must be a citizen of the United States or have legal alien status.

You have the right to equal treatment regardless of race, color, religion, sex, national origin, or handicap.

You have the right to receive and complete a Child Care Service Application on the day you request child care services. If you need help filling out the application, someone will assist you.

The process of determining eligibility for child care subsidy must be explained to you. You will be asked to verify certain information.

The local department of social services (local department) will decide on your application within 30 days. If this is impossible, you must be told why. The local department must send you a written Notice of Action if you are not eligible or if there is a delay.

If you are determined eligible, you have a right for child care services to begin within 30 days after the local department gets your signed and completed application unless the local department has a Fee Subsidy Waiting List for child care services. If your name is placed on this waiting list, the child care worker will explain the reason why and the waiting list process. The local department must send written notification explaining their decision to add you to the waiting list.

You have the right to mandated child care services for which you meet eligibility requirements, for which there is funding and for which a legally operating provider is available. Your right to other services depends on meeting eligibility requirements and on whether or not the local department offers the service. This application is for child care assistance only.

You have a right to see the information in your child care record.

The local department may not release information about you without your written consent except for purposes directly connected with the administration of social service programs or by court order.

Information about the Virginia Department of Social Services (VDSS) and the Child Care Subsidy and Services Program (child care services) may be found at: www.dss.virginia.gov.

Please provide the following information about yourself. (Please Print)

Last Name	_____	First Name	_____	Middle Initial	_____
Physical Street Address	_____				
City/State/Zip	_____				
Mailing Address (if different)	_____				
City/State/Zip	_____				
Social Security # <small>(OPTIONAL)</small>	_____	Telephone (Home)	_____		
Telephone (cell)	_____	Telephone (Other)	_____		

A. I am applying for child care assistance because: (Check all that apply)

- I am employed full-time I am employed part-time I am in education or training

B. I would also like information on the following: (Check all that apply)

- | | | |
|--|---|---|
| <input type="checkbox"/> TANF | <input type="checkbox"/> Medical/Mental Health | <input type="checkbox"/> Drug or Substance Abuse Counseling |
| <input type="checkbox"/> Food Stamps | <input type="checkbox"/> Domestic Violence | <input type="checkbox"/> English as a Second Language Courses |
| <input type="checkbox"/> Heating/Cooling | <input type="checkbox"/> Money Management | <input type="checkbox"/> Community Resources |
| <input type="checkbox"/> Food | <input type="checkbox"/> Child Development | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Medicaid | <input type="checkbox"/> Parenting | |
| <input type="checkbox"/> Child Support | <input type="checkbox"/> Earned Income Tax Credit | |
| <input type="checkbox"/> Education (GED) | <input type="checkbox"/> Family Planning | |
| <input type="checkbox"/> Housing | <input type="checkbox"/> Head Start/Preschool | |

C. YES NO Have you selected a child care provider? If yes, please provide the following information:

Name _____
 Phone Number _____
 Address _____
 City/State/Zip _____
 Type of Provider: Center Child Care Provider

D. YES NO Are you currently receiving, or have you received within the past twelve months, any benefits listed below from either this Department or another locality?

	TANF	MEDICAID	FOOD STAMPS	CHILD CARE
Receiving Now	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Received within the past 12 months	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Never Received	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Locality				

E. LIST ALL HOUSEHOLD MEMBERS

NAME (LAST/FIRST/MI) (List Applicant First)	DATE OF BIRTH MM/DD/YYYY	RELATIONSHIP TO APPLICANT	SOCIAL SECURITY NUMBER (OPTIONAL)	SEX (M/F)	RACE *	HISPANIC Y/N	SCHOOL ATTENDING	GRADE LEVEL	IN HEAD START Y/N	NEEDS CHILD CARE Y/N
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

* Race:
 1=White
 2= African-American
 3 = Asian
 4 = American Indian/Alaskan Native
 5 = Other

F. ENTER THE AMOUNT OF ALL INCOME RECEIVED BY YOU OR ANY OTHER HOUSEHOLD MEMBER.

NAME (LAST/FIRST/MI) (List Applicant First)	EMPLOYED (INCLUDES MILITARY) (Y/N)	SELF EMPLOYED (Y/N)	GROSS EARNINGS PER PAY PERIOD	PAY FREQUENCY *	SOCIAL SECURITY	PENSIONS	INTEREST/ DIVIDENDS	RENTAL INCOME	ALIMONY	CHILD SUPPORT	UNEMPLOYMENT	FARM INCOME	OTHER
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

* PAY FREQUENCY:
 1 = Weekly
 2 = Bi-Weekly (Every Two Weeks)
 3 = Twice Monthly
 4 = Monthly

G. Employment Information *(complete for everyone in the household)*

Name: _____

Employer: _____

Employer Address: _____

Employer Phone Number: _____ Total hours worked weekly: _____

Travel Time: _____

Work Schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours (EXAMPLE: 8-5)							

Name: _____

Employer: _____

Employer Address: _____

Employer Phone Number: _____ Total hours worked weekly: _____

Travel Time: _____

Work Schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours (EXAMPLE: 8-5)							

Name: _____

Employer: _____

Employer Address: _____

Employer Phone Number: _____ Total hours worked weekly: _____ Travel

Time: _____

Work Schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours (EXAMPLE: 8-5)							

Name: _____

Employer: _____

Employer Address: _____

Employer Phone Number: _____ Total hours worked weekly: _____

Travel Time: _____

H. Education/Training Information *(complete for everyone in the household)*

Name: _____

School/Training Program: _____

School Address: _____

School Phone: _____ Total hours: _____ Travel time: _____

Class Schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours (EXAMPLE: 8-5)							

Name: _____

School/Training Program: _____

School Address: _____

School Phone: _____ Total hours: _____ Travel time: _____

Class Schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours (EXAMPLE: 8-5)							

Name: _____

School/Training Program: _____

School Address: _____

School Phone: _____ Total hours: _____ Travel time: _____

Class Schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours (EXAMPLE: 8-5)							

Name: _____

School/Training Program: _____

School Address: _____

School Phone: _____ Total hours: _____ Travel time: _____

Class Schedule:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours (EXAMPLE: 8-5)							

I. YES NO UNKNOWN Do any children have special needs or medical issues? If yes, please explain.

NAME _____ NEED: _____
NAME _____ NEED: _____
NAME _____ NEED: _____

J. YES NO UNKNOWN Have children received all immunizations required according to their age? If no or unknown, please explain.

NAME _____ EXPLAIN: _____
NAME _____ EXPLAIN: _____
NAME _____ EXPLAIN: _____

K. YES NO UNKNOWN Are all children U.S. citizens or do they have legal alien status? If no, please explain.

NAME _____ REASON: _____
NAME _____ REASON: _____
NAME _____ REASON: _____

RESPONSIBILITIES OF CHILD CARE SERVICE WORKERS

Child Care workers are responsible for assisting applicants for and recipients of child care services to find quality child care. Workers help the family locate child care and arrange for child care subsidy payments to the legally operating child care provider of the parent's choice. Workers assist the family to find any other services needed and available in the locality.

APPEAL INSTRUCTIONS

If you are not satisfied with a local department's decision about your case, you have the right to ask for an appeal by means of a conference or a hearing. You may request a hearing instead of or after the conference. A conference is administered by the local department and should be arranged by your Child Care Worker. This request must be made within 30 days after receiving written notice of the local agency's decision. If you request a conference within 10 days from the effective date of the notice, your service or service payment will continue until a decision is made.

If you are not satisfied with the outcome of the conference, you may request a hearing. A hearing is an evaluation by staff from the office of the Director of the Division of Appeals and Fair Hearings at the Virginia Department of Social Services. A request for a hearing on your appeal must be made within 30 days after receiving written notice of the local agency's decision. If you ask for a hearing within 10 days of the effective date of the notice, your service or service payment will continue until a decision is made.

You may appeal to the local department or write directly to:

Director, Division of Appeals and Fair Hearings
Virginia Department of Social Services
801 East Main Street
Richmond, Virginia 23219-2901

If you feel you were discriminated against at any time, you may file a complaint within 180 days of the alleged discriminatory act with the local department, the Commissioner of the Virginia Department of Social Services, or the Region III Office of Civil Rights at:

Office of Civil Rights, Region III
U.S. Department of Health and Human Services
150 South Independence Mall West, Suite 372
Public Ledger Building
Philadelphia, PA 19106

More Information about this process may be found at www.dss.virginia.gov/about/civil_rights/.

ACKNOWLEDGEMENT OF APPLICANT'S RESPONSIBILITIES

Please initial the following items and sign below:

_____ My signature authorizes the release to the local department of social services all information necessary to both determine and review my eligibility for child care services. I authorize the release of any employment, medical, or child care information obtained from any source to the state or local department that may review this application for child care assistance.

_____ I understand that it will be necessary to release certain information to my child care provider.

_____ This authorization is valid during the eligibility period of my case. I understand that this time limit does not apply to investigations regarding possible fraud.

_____ I understand my appeal rights (see [Appeal Instructions](#)).

_____ I understand that the Virginia Department of Social Services (VDSS) has limited funding available for the purchase of Fee Child Care services. The funding for Fee Child Care changes from year to year. I further understand that the availability of funding for child care services cannot be guaranteed. I understand that if this funding ends or runs out, I will receive at least 10 days written advance notice of this action, and my name may be placed on the local department's waiting list.

_____ I understand that to qualify for these funds I must have a current need for child care services; I must be working or participating in an approved educational or training program; and my total household gross monthly income must not exceed the maximum monthly household income determined by VDSS.

_____ I must give complete and accurate information needed for determining initial and on-going eligibility for child care services. The local department may have to ask for such things as pay stubs or permission to contact agencies or individuals to get proof of my income. If I give incorrect information, I could be prosecuted for perjury, larceny, or welfare fraud, and may no longer be eligible for child care assistance. I must repay any money paid on my behalf to which I was not entitled.

_____ I must notify the local department within 10 days of any changes that could affect my eligibility for child care services.

_____ My rights and responsibilities have been explained, and I have received a written copy of this application.

Applicant Signature Date

Representative or Witness (if signed by mark) Date

Child Care Worker Signature Phone Date

CHILD CARE SUBSIDY SERVICE APPLICATION AND REDETERMINATION FORM

Form Number: 032-02-0109-06-eng

PURPOSE: To record all eligibility related information provided by an applicant for child care subsidy payments. To be completed by the applicant at application or at redetermination.

USE: To provide a record of new applications, redeterminations, and changes reported by a client that would affect their eligibility for child care subsidy. For reported changes, the worker must print the blank page on which the change must be recorded from the CCD Forms web page, make the necessary revisions, initial and date the page at the bottom and file it in the case record.

The form is available on the Child Care and Development web site and the VDSS public web site. Printed copies may be distributed at the local department, or the form can be printed from the VDSS public web site by the applicant.

COPIES: The original form, signed by the applicant and the worker, must be kept in the child care case record. A copy may be given to the applicant.

INSTRUCTIONS FOR PREPARING THE FORM:

General Information about the form:

This form is to be completed by an applicant for child care services. It is the responsibility of the worker to discuss all information with the applicant to ensure accuracy. It is the responsibility of the worker to evaluate all information provided by the applicant and to verify eligibility requirements. If the worker changes information completed by the applicant, both the worker and the applicant must initial the change and indicate the date the change was made.

Box for Office Use Only	Provides space for the worker to record local department and case specific information.
Rights of Applicants For Child Care Subsidy Services	Outlines for applicants their responsibilities related to their application for child care subsidy or their continued eligibility for child care subsidy.
Section A	The applicant must provide their contact information
Sections B – D	The applicant must indicate the reason they are applying for child care assistance. They may request information about any additional programs or services in which they are interested, and they must indicate if a vendor has been selected.
Section E	The applicant must provide information regarding receipt of prior benefits or services.

Section F	The applicant must provide general information about all members of their household.
Section G	The applicant must provide the income sources and the dollar amounts for <u>all</u> household members.
Section H.	The applicant must provide employment information for up to three household members. A supplementary sheet is available for additional household members who are employed.
Section I.	The applicant must provide education/training information for up to three household members. A supplementary sheet is available for additional household members in education or training.
Section J - L	The applicant must provide information related to eligibility about children for whom care is requested.
Responsibilities of Child Care Services Workers	Outlines duties an applicant for child care can expect a child care worker to fulfill.
Appeal Instructions	Outlines the steps an applicant for or recipient of child care services must take to appeal an adverse agency decision.
Acknowledgements of	Applicant's Responsibilities Provides guidance for the worker and the applicant to discuss the application process, the information provided by the applicant and the responsibilities of the worker and the applicant. Provides a space for the applicant to initial each point of discussion. Provides space for the applicant and the worker to sign indicating that all required information has been submitted or requested.
Worker's Initials/Date	This space would not be used at the initial interview. If there are revisions to the client's submission at the initial interview, the child care worker will make the revision on the form completed by the client, initial the revision and have the client initial the revision.

Provides space for a worker to indicate any changes/updates to the application after the initial interview. It is the responsibility of the worker to update information when it becomes known and to update the section of the application form that pertains to the change. The worker must print the page of the application from the CCD Forms web page, complete the page, initial and date the page and place it in the case record.

Appendix M

<u>Virginia Department Of Social Services</u> <u>Child Care Waiting List Screening Form</u>	
Reason for child care service request:	<input type="checkbox"/> Employment <input type="checkbox"/> Education/Training <input type="checkbox"/> CPS
Are you or any of the children who need child care receiving TANF?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are no children enrolled in Head Start? OR Is there a child in the household enrolled in Head Start, whose enrollment will end within the next 60 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is there a child under the age of 13 in the household who needs child care?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is there a child in your household who is at least 13 years old but not yet 18 years old who has a documented physical or mental incapacity that makes them unable to care for themselves or who is subject to court supervision and needs child care?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are all parents/caretakers in the household either employed or attending an education/training program?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If No, is there a reason why that parent/caretaker cannot provide the needed child care?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you or any of the children who need child care received TANF benefits in the past 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, when did you receive your last TANF check?	_____ (month/year)
Are you enrolled in a Program in which you will earn a degree higher than a baccalaureate degree?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Income/Employment Information	
Income must be counted for the following individuals who live in your home:	
<ul style="list-style-type: none"> • Parents (natural or adoptive) • A Stepparent residing in the home • A person cohabitating with (living with) a parent • Any child(ren) in the home over age of 14 	
Provide total dollar monthly amount before taxes and deductions (Gross Amounts) for	Gross Dollar Amounts
Employment:	_____
Child Support received:	_____
Veteran's Benefits, Retirement Benefits, and Pensions:	_____
Social Security (do NOT include SSI):	_____
Other (please list source):	_____
Please check all that apply to you:	
Are you paying Child Support on behalf of someone who does not live with you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, how much do you pay each month?	\$ _____
Is your paycheck being garnished?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, how much	_____
Number of household members?	_____

Family Details Form

If child care funds are unavailable you will be placed on a waiting list based on your answers to these questions.						
Screening Date: (MM/DD/YYYY)		_____				
Program Code:		_____				
Parent or Caretaker Information						
Last Name:		_____				
First Name:		_____				
Mailing Address 1:		_____				
Address 2:		_____				
City:		_____				
State:		VA				
Zip Code:		_____				
Social Security Number:		_____				
Home Phone #:		_____				
Work Phone #:		_____				
Local department Priority:		_____				
Children Needing Care Information						
Last Name	First Name	Date of Birth (MM/DD/YYYY) month/day/year	Does this child have Special Needs?		Is this child living in a shelter?	
_____	_____	_____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> yes	<input type="checkbox"/> no
_____	_____	_____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> yes	<input type="checkbox"/> no
_____	_____	_____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> yes	<input type="checkbox"/> no
_____	_____	_____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> yes	<input type="checkbox"/> no
_____	_____	_____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> yes	<input type="checkbox"/> no
_____	_____	_____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> yes	<input type="checkbox"/> no
_____	_____	_____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> yes	<input type="checkbox"/> no
_____	_____	_____	<input type="checkbox"/> yes	<input type="checkbox"/> no	<input type="checkbox"/> yes	<input type="checkbox"/> no

CHILD CARE WAITING LIST SCREENING FORM

Form Number: 032-02-423 (8/04)

Purpose: To screen customers for placement on a child care waiting list.

Use: The local department worker will use the information on this form to input data into the Waiting List Database. The Database will calculate eligibility for the Waiting List.

Copies/Disposition: If a print copy of this form was received from a potential customer, the copy shall be retained by the local department. If a child care case is subsequently opened, the copy shall be filed in the child care case record.

Appendix N

Commonwealth of Virginia
 Department of Social Services

Worker Name _____
 Worker Telephone _____
 Worker FAX _____

Child Care Provider Rate Verification

PART I

Name _____ Social Security Number/Fed ID# _____
 Address _____ Telephone _____
 Hours of Operation _____ Days of Operation _____
 Regulated Unregulated If Unregulated, Provide Date of Birth _____

PART II

DESCRIPTION OF SERVICES

Total Annual Registration Fee(s): \$ _____

RATES	Hourly	Daily	Weekly	Monthly	Before School	After School	Before And After School
Infant	\$	\$	\$	\$	\$	\$	\$
Toddler	\$	\$	\$	\$	\$	\$	\$
Preschool	\$	\$	\$	\$	\$	\$	\$
School-Age	\$	\$	\$	\$	\$	\$	\$

PART III No payment can be made until all required provider documentation is received by and approved by the Department of Social Services.

Signature of Provider _____ Date _____

PART IV

OFFICIAL USE ONLY

Regulated _____ Applicable Maximum Reimbursable Rate: _____
 Unregulated _____ Rate(s) (1) _____
 (2) _____
 (3) _____

PROVIDER RATE VERIFICATION

FORM NUMBER: 032-02-091/1 (10/02)

PURPOSE: (1) To provide written verification of the child care service rate(s) in the absence of a published rate schedule available to the general public.
(2) To enable the local department to compare the provider rate(s) against the applicable Maximum Reimbursable Rate for each type of service.

USE: The provider fills in the appropriate areas, signs and dates the form. The form is filled out only once before the provision of care begins and whenever the provider's rate changes. If the provider provides care to more than one client, only one original is needed. The rates shall be discussed with each subsequent client prior to the initiation of child care services. For unregulated providers, the Health and Safety Checklist may be used in lieu of this form because it records the rates charged.

COPIES: There are two copies of this form.

DISPOSITION OF COPIES:

The first copy goes to the provider.

The second copy is filed in the provider record for a regulated provider or the client's record for an unregulated provider.

INSTRUCTIONS FOR PREPARING FORM:

PART I: This section is completed by the provider. It includes the provider's name, address and telephone number. The provider will indicate the hours and the days of operation.

PART II: This section is completed by the provider. The provider will give a description of the service(s) and indicate the unit cost for each service. If more than three service types are provided, an additional form shall be completed.

PART III: This section is signed and dated by the provider. Copies of the original may be used for subsequent customers.

PART IV: This section is completed by the local department. The agency will indicate whether the provider is regulated or unregulated. The local department will enter the applicable Maximum Reimbursable Rate(s) for the type of service(s) as described in Part II.

Appendix O

Commonwealth of Virginia
 Department of Social Services
 CHILD CARE

Worker Name _____
 Worker Telephone _____
 Worker FAX _____

Child Care Fee Payment Agreement

PART I – General Information (To be completed by Parent/Caretaker)

Parent/Caretaker	Home Telephone Number
Address	City/State/Zip
Children in Care	
1	4
2	5
3	6

PART II – Agreement by Parent Caretaker

I have been determined eligible for child care financial assistance by the _____
 (Local Department of Social Services)

I agree to pay a monthly co-payment of _____ to _____
 (Provider name)

for the provision of child care services for the child(ren) listed above. In addition, I agree to pay any amount above the maximum reimbursable-rate and any other fees charged by the provider and agreed to by me.

I understand that if my fees are not paid as per this agreement, my child care provider may refuse to accept my child(ren) into care until all fees are paid or my provider and I agree to a repayment plan.

I understand that no payment can be made by the Department of Social Services until all required documentation is received by and approved by the Department of Social Services. I understand that fraud is larceny. Fraud involving \$200 or more is a felony. The *Code of Virginia* (§63.2-522) deems any person who obtains assistance or benefits by means of a willful false statement, or who knowingly fails to notify of changes in circumstances that could affect eligibility for assistance as guilt of larceny. Upon conviction, the *Code of Virginia* authorizes punishment according to State law.

Signed _____ Date _____
 PARENT/GUARDIAN

PART III – Agreement by Child Care Provider

I agree to accept the stated co-payment amount for the provision of child care services per the agreement in Part II. I will bill the local department of social services for the remainder of my monthly child care charge following the contract provided by the local department of social services. I further agree to notify the department of social services if the parent/caretaker fails to make the payment as required by Part II of this agreement.

I understand it is my responsibility to collect any fees due from the parent/caretaker. I understand that no payment can be made by the Department of Social Services until all required documentation is received by and approved by the Department of Social Services. I agree to provide complete and accurate information to the Department of Social Services. I understand that if I provide false information I could be prosecuted for fraud.

Signed _____ Date _____
 PROVIDER

Child Care Fee Payment Agreement

FORM NUMBER: 032-02-090/1 (10/02)

PURPOSE: The purposes of this form are:

- (1) To have in writing the agreed upon arrangements for the payment of child care fees to a provider.
- (2) To highlight the parent's responsibility for fee payment and the consequences for not doing so in a timely manner.
- (3) To highlight the provider's responsibility to collect parent fees and to report non-payment to local department.

USE: Provider and parent fill in appropriate areas, sign, and date the form. The form is filled out prior to the provision of child care services after the co-payment has been calculated, when the co-payment amount changes or when the client changes child care providers. The form is client specific.

COPIES: There are three copies of the form.

DISPOSITION OF COPIES:

The first copy goes to the parent.
The second copy goes to the service worker and is filed in the record.
The third copy goes to the provider.

INSTRUCTION FOR PREPARING FORM:

PART I:

This section is completed by the parent/caretaker. It provides general client information and indicates the number and name(s) of the child(ren) authorized to receive care from the provider.

PART II: The service worker indicates the name of the local department of social services authorizing care and the family's co-payment as determined by the local department.

The parent will negotiate with the provider the day of the month that the fee is due. This section is signed and dated by the parent.

PART III: This section is signed and dated by the provider.

Appendix P

Sworn Statement Or Affirmation For Unregulated Vendors

Please Print

Last Name/First Name/ Middle Initial Maiden Name Social Security Number

Current Mailing Address/ Street/ P.O. Box #/ Apt. #/ City/ State/ Zip Code

Name of Vendor Street/ P.O. Box #/ Apt. #/ City/ State/ Zip Code

1. Have you ever been convicted of or are you the subject of pending charges of any crime in Virginia or equivalent offense outside Virginia?

Yes (convicted in Virginia) Yes (pending in Virginia) No

If yes or pending, specify crime(s): _____

Yes (convicted outside Virginia) Yes (pending outside Virginia) No

If yes or pending, specify crime(s) and state, or other location: _____

2. Have you ever been the subject of a founded complaint of child abuse or neglect within or outside Virginia?

Yes (in Virginia) No (in Virginia)

Yes (outside Virginia) No (outside Virginia)

If yes or pending, specify state, or other location: _____

I hereby affirm that the information provided on this form is true and complete. I understand that the information is subject to verification.

Signature / Date

Explanation of Sworn Statement or Affirmation

Requirement: Sections 63.2-1704, 63.2-1720, 63.2-1721, 63.2-1722, 63.2-1724 and 63.2-1725 of the *Code of Virginia (Code)* require individuals to provide a sworn statement or affirmation to a licensing, approving or hiring authority, facility, or agency prior to licensure, registration, approval, employment, or provision of volunteer services. A sworn disclosure or affirmation is a statement completed by a person attesting to whether he has ever been: (i) convicted of or the subject of pending charges of any crime within the Commonwealth or equivalent offense outside the Commonwealth, or (ii) the subject of a founded complaint of child abuse or neglect within or outside the Commonwealth. Additionally for family day homes, the person affirms if he, or if he knows that any person who resides in the home, has a sex offense conviction or is the subject of a founded complaint of child abuse or neglect within or outside the Commonwealth. The statement or affirmation must be made available to the Department of Social Services' representative.

Who must comply: These individuals must provide sworn statements or affirmations:

- Applicant upon application for licensure or registration as a child welfare agency, and any subsequent person designated as applicant, licensee, or registrant;
- Agent at the time of application who is or will be involved in the day-to-day operation of the child welfare agency or who is or will be alone with, in control of, or supervising one or more of the children and any subsequent person designated as agent who will be involved in the day-to-day operation or will be alone with, in control of, or supervising one or more of the children;
- Any other adult living in the home of an applicant for licensure or registration or approval as a family day home, or any existing employee or volunteer, and subsequent employee or volunteer or other adult living in the home;
- Prospective foster or adoptive parent;
- Operator of family day home requesting approval by family day system;
- Person who signs the statement of intent to operate a religious exempt child day center;
- Any person who will be expected to be alone with one or more children enrolled in a religious exempt child day center; and
- Any employee or volunteer of a licensed, registered, or approved facility who is involved in the day-to-day operations or who is alone with, in control of, or supervising one or more children.

NOTE: Any other child day center or family day home that has not otherwise met these requirements, and applies to enter into a contract with a local department to provide child care services to clients of a local department, must also submit a sworn statement or affirmation.

EXCEPTION: A parent-volunteer is not required to provide a sworn statement or affirmation. A parent-volunteer is a person supervising, without pay, a group of children that includes the parent-volunteer's own child in a program that operates no more than four hours per day, provided that the parent-volunteer works under the direct supervision of a person who has received satisfactory background checks as provided for in the Code.

Any person making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor.

Further dissemination of the sworn statement information is prohibited other than to the Commissioner's representative or a federal or state authority or court in order to comply with an express requirement in the law for that dissemination.

Consequence: If a person required to submit a sworn statement or affirmation has been: (i) convicted of a barrier crime (specified below), or (ii) convicted of any other felony in the last five years, or (iii) the subject of a founded complaint of child abuse or neglect:

- Licensure, registration or approval of a child welfare agency is prohibited;
- Licensure, registration or approval will be revoked and renewal of a license or registration or religious exempt status will be denied;
- Religious exempt status will be revoked; and
- The child welfare agency will not be permitted to receive federal, state, or local child care funds.

EXCEPTION: A child-placing agency may approve as an adoptive parent an applicant convicted of not more than one misdemeanor of assault and battery, as defined in §63.2-57 of the Code, not involving abuse, neglect or moral turpitude, provided ten years have elapsed following the conviction.

Barrier crime defined: “Barrier crime” means a conviction identified in the *Code* at §63.2-1719. The convictions, and *Code* references, are: murder or manslaughter as set out in Article 1 (§ 18.2-30 et seq.), malicious wounding by mob as set out in § 18.2-41, abduction as set out in subsection A of §18.2-47, abduction for immoral purposes as set out in § 18.2-48, assault and bodily wounding as set out in Article 4 (§ 18.2-51 et seq.), robbery as set out in § 18.2-58, carjacking as set out in § 18.2-58.1, threats of death or bodily injury as set out in § 18.2-60, felony stalking as set out in § 18.2-60.3, sexual assault as set out in Article 7 (§ 18.2-61 et seq.), arson as set out in Article 1 (§ 18.2-77 et seq.), burglary as set out in Article 2 (§ 18.2-89 et seq.), any felony violation relating to possession or distribution of drugs as set out in Article 1 (§ 18.2-247 et seq.), drive by shooting as set out in § 18.2-286.1, use of a machine gun in a crime of violence as set out in § 18.2-289, aggressive use of a machine gun as set out in § 18.2-290, use of a sawed-off shotgun in a crime of violence as set out in subsection A of § 18.2-300, pandering as set out in § 18.2-355, crimes against nature involving children as set out in § 18.2-361, incest as set out in § 18.2-366, taking indecent liberties with children as set out in § 18.2-370 or § 18.2-370.1, abuse and neglect of children as set out in § 18.2-371.1, failure to secure medical attention for an injured child as set out in § 18.2-314, obscenity offenses as set out in § 18.2-374.1, possession of child pornography as set out in § 18.2-374.1:1, electronic facilitation of pornography as set out in § 18.2-374.3, abuse and neglect of incapacitated adults as set out in § 18.2-369, employing or permitting a minor to assist in an act constituting an offense under Article 5 (§ 18.2-372 et seq.) as set out in § 18.2-379, delivery of drugs to prisoners as set out in § 18.2-474.1, escape from jail as set out in § 18.2-477, felonies by prisoners as set out in § 53.1-203; or an equivalent offense in another state.

Sex offense defined: “Sex offense felony for family day homes” means conviction of a felony in violation of §§ 18.2-48, 18.2-61, 18.2-63, 18.2-64.1, 18.2-67.1, 18.2-67.2, 18.2-67.3, 18.2-67.5, 18.2-355, 18.2-361, 18.2-366l, 18.2-369, 18.2-370, 18.2-370.1, 18.2-371.1 or § 18.2-374.1, that prohibits a sex offender or child abuser from residing in a family day home. The description of the *Code* sections are abduction; actual or attempted rape; carnal knowledge of a child between thirteen and fifteen years of age; carnal knowledge of a juvenile under the purview of the Juvenile and Domestic Relations District Court, or juvenile committed to the custody of the State Department of Juvenile Justice; actual or attempted forcible sodomy or object sexual penetration; aggravated sexual battery; attempted sexual battery; taking or detaining a person or consenting to the taking of a person for prostitution or unlawful sexual intercourse; crimes against nature; incest; abuse and neglect of incapacitated adults; taking indecent liberties with children; abuse and neglect of children; indecent liberties by a person in a custodial or supervisory relationship; and production, publication, sale, possession with intent to distribute, financing, etc. of sexually explicit items.

Appendix Q

Return to: (Local Department of Social Services Mailing Address)	
Worker Name _____	Phone _____

Health and Safety Checklist for Unregulated Vendors

This checklist in no way constitutes a license or certificate

INSTRUCTIONS:

The parent and the child care vendor must fill out the entire form together in the home where care is provided.

Read statements in Sections I and II. If the statement is true, put a check mark in the “yes” column. If the statement is false, put a check mark in the “no” column. If the parent does not agree with any of the responses to the statements, she or he should list the number of those statements in Section V.

The vendor must send the completed form to the child care worker in the local department of social services. After receiving all necessary clearances and the completed Health and Safety Checklist, the child care worker will send a copy of the checklist to the parent and to the vendor for their records.

SECTION I: TO BE FILLED OUT FOR FAMILY DAY HOME VENDORS AND IN-HOME VENDORS

HEALTH AND SAFETY STATEMENTS		Yes	No
1.	If/When I drive the children in a motor vehicle, I make sure the vehicle meets the rules set by the Division of Motor Vehicles, such as: <input type="checkbox"/> Car has a current license plate <input type="checkbox"/> Car has safety inspection sticker <input type="checkbox"/> Car has local sticker <input type="checkbox"/> I have insurance for the car <input type="checkbox"/> I have a current driver’s license	<input type="checkbox"/>	<input type="checkbox"/>
2.	Any motor vehicle used has required seat belts and car seats.	<input type="checkbox"/>	<input type="checkbox"/>
3.	I have the names and phone numbers of one or more persons in addition to the parent(s) who may be contacted in case of emergency.	<input type="checkbox"/>	<input type="checkbox"/>

SECTION II: TO BE FILLED OUT FOR FAMILY DAY HOME VENDORS

HEALTH AND SAFETY STATEMENTS		Yes	No
4.	I have a working telephone, or can easily get to one.	<input type="checkbox"/>	<input type="checkbox"/>
5.	All areas of my property where the children are allowed are free of obvious dangers (for example, electrical outlets are covered).	<input type="checkbox"/>	<input type="checkbox"/>
6.	There are working smoke detectors in the areas where children are in care.	<input type="checkbox"/>	<input type="checkbox"/>
7.	My home is in good repair, clean and free of trash.	<input type="checkbox"/>	<input type="checkbox"/>
8.	I keep medicines and cleaning products away from food, and I store them in places where children cannot reach them.	<input type="checkbox"/>	<input type="checkbox"/>
9.	If there are guns and ammunition on my property, I keep them unloaded, separated, and in a locked place.	<input type="checkbox"/>	<input type="checkbox"/>
10.	I have a first aid kit available.	<input type="checkbox"/>	<input type="checkbox"/>
11.	I have a working flashlight available.	<input type="checkbox"/>	<input type="checkbox"/>
12.	I wash my hands and the children's hands with soap before meals, after using the bathroom, and after diapering.	<input type="checkbox"/>	<input type="checkbox"/>
13.	I serve healthy meals and snacks to children.	<input type="checkbox"/>	<input type="checkbox"/>
14.	I make sure drinking water is available for the children.	<input type="checkbox"/>	<input type="checkbox"/>
15.	My home is not infested with insects or rodents.	<input type="checkbox"/>	<input type="checkbox"/>
16.	If there are dogs or cats on my property, they have up-to-date rabies shots.	<input type="checkbox"/>	<input type="checkbox"/>
17.	I make sure pets are kept away from areas where I prepare food.	<input type="checkbox"/>	<input type="checkbox"/>
18.	I have no uncovered wells on my property.	<input type="checkbox"/>	<input type="checkbox"/>

Section III: Assistants and Other Adults in the Home

Name _____ Social Security Number _____

Address (if other than the vendor) _____

Name _____ Social Security Number _____

Address (if other than the vendor) _____

SECTION IV: TO BE SIGNED BY VENDOR

I have discussed the following with the parent:

- I am not required by state law or local ordinance to be regulated.
- I am at least 18 years of age.
- I understand that failure to meet the requirements for unregulated vendors will mean the local department cannot pay me to provide child care.
- I agree that I, my assistant (if I have one), and other adults living in the household shall submit the results of a physical and/or mental health examination when requested by the agency if there is evidence of a problem.
- I have a completed emergency medical release form permitting access to emergency care for each child receiving care paid for by the local department.
- I have an up-to-date record of immunizations (shots) for each child receiving care paid for by the local department when care is provided outside the child's home.
- I allow parents and agency staff to visit the child care setting at any time the child is in care.
- I do not use physical punishment or any methods of discipline that embarrass children. I discuss with parents methods of discipline to be used.

All the information submitted above is true to the best of my knowledge. I understand that if I provide false information I could be prosecuted for fraud.

Name (Print) _____ Date _____

Signature _____ Social Security Number _____

Address _____

County/City _____ Phone Number _____

Rates Charged \$ _____ Per Week / Day / Hour (circle one)

SECTION V: TO BE SIGNED BY PARENT

I have discussed the following with the vendor and the agency:

- I have chosen to use an unregulated vendor.
- I understand I have the right to visit my child at any time while in child care.
- I understand that Fraud is larceny. Fraud involving more than \$200 is a felony. The *Code of Virginia* (§63.2-522) deems any person who obtains assistance or benefits by means of a willful false statement or who knowingly fails to notify of changes in circumstances that could affect eligibility for assistance as guilty of larceny. Upon conviction, the *Code of Virginia* authorizes punishment according to State law.
- I have discussed with the vendor the types of discipline to be used with my child, and we agree that no physical punishment will be used.
- I have discussed with the provider whether smoking is allowed in the provider's home. I am aware of the dangers to children of second hand smoke.
- I do not agree with the responses given to the statement(s) in Sections I and II.

_____.

All the information submitted above is true to the best of my knowledge. I understand that if I provide false information I could be prosecuted for fraud.

Name (Print) _____

Signature _____ Date _____

Address _____

Phone Number (Home) _____ (Work) _____

Local Department Use Only	
Received	Payment for Care
Health and Safety Checklist <input type="checkbox"/>	Date Payment Approved <input type="checkbox"/>
Criminal Records Check <input type="checkbox"/>	Date Payment Denied <input type="checkbox"/>
CPS Check <input type="checkbox"/>	
Tuberculosis Screening <input type="checkbox"/>	
Sworn Statement of Affirmation for Unregulated Vendors	
Worker Signature _____	
*Approval for payment in no way constitutes regulation of this vendor. This document is not a license or certification.	

HEALTH AND SAFETY CHECKLIST FOR UNREGULATED VENDORS

FORM NUMBER: 032-02-001/2 (10/02)

PURPOSE: To document health and safety requirements that vendors must meet before receiving payment from the local department.

USE: This form is to be filled out by the parent and vendor jointly in the home where child care is provided.

COPIES: When completed, the original is returned to the local department. Upon approval of the child care, the child care worker sends a copy to the parent and a copy to the vendor for their records.

The parent and the child care vendor shall fill out the form together in the home where child care is provided. If the statement is true, the "Yes" column should be checked. If the statement is false, the "No" column should be checked. The vendor shall send the completed form to the child care worker in the local department of social services. After receiving all necessary clearances and the completed Health and Safety Checklist, the child care worker shall send a copy of the completed/approved checklist to the parent and to the vendor for their records.

Appendix R

Childhood Immunization Certification

COMMONWEALTH OF VIRGINIA DEPARTMENT OF SOCIAL SERVICES

<p>Childhood Immunization Certification Temporary Assistance for Needy Families (TANF) & Child Care Subsidy</p> <p>Parents: Children need shots at about 2, 4, 6, 12-15 months of age, before kindergarten, and at 11-12 years of age. You must show that your child has the shots he/she needs or you could lose some of your TANF benefits/child day care subsidy. To avoid losing benefits/subsidy:</p> <ul style="list-style-type: none"> ▪ Take this form and shot records with you each time you take your child to the doctor or health department. ▪ Have your doctor or nurse sign below each time your child gets shots. ▪ Take this form with you each time you see your eligibility worker or child day care worker.
--

CHILD'S NAME	SSN	DOB	CASE NO.
PARENT/GUARDIAN NAME			
<p>Doctor/Providers: Children who receive TANF benefits and who are not in school or in licensed daycare are required to have certification that they are up-to-date for all recommended immunizations, that they are being brought up-to-date or that they are medically exempt. All children who receive a child day care subsidy are required to be age-appropriately immunized. Failure to document immunizations may result in the child losing a portion of his/her TANF benefits or child day care subsidy.</p>			
Please complete one visit section of this form each time you screen immunization records for or immunize the child named above.			
1. FIRST VISIT			
Please check the correct box. <input type="checkbox"/> The above-named child is age-appropriately immunized, as of the date of this visit. <input type="checkbox"/> The child has received at least one dose of each of the vaccines to make him/her appropriately immunized, as of the date of this visit. <input type="checkbox"/> The child is medically exempt from these vaccines, as of the date of this visit. This contraindication is permanent <input type="checkbox"/> This contraindication is temporary <input type="checkbox"/> Please name the vaccines: _____		Medical Provider Name: Address: Phone: Signature/Stamp: Visit Date:	
Month/Day/Year next Immunization Due: _____			
2. SECOND VISIT			
Please check the correct box. <input type="checkbox"/> The above-named child is age appropriately immunized, as of the date of this visit. <input type="checkbox"/> The child has received at least one dose of each of the vaccines to make him/her appropriately immunized, as of the date of this visit. <input type="checkbox"/> The child is medically exempt from these vaccines, as of the date of this visit. This contraindication is permanent <input type="checkbox"/> This contraindication is temporary <input type="checkbox"/> Please name the vaccines: _____		Medical Provider Name: Address: Phone: Signature/Stamp: Visit Date:	
Month/Day/Year next Immunization Due: _____			

CHILD'S NAME	SSN	DOB	CASE NO.
3. THIRD VISIT			
Please check the correct box. <input type="checkbox"/> The above-named child is age appropriately immunized, as of the date of this visit. <input type="checkbox"/> The child has received at least one dose of each of the vaccines to make him/her appropriately immunized, as of the date of this visit. <input type="checkbox"/> The child is medically exempt from these vaccines, as of the date of this visit. This contraindication is permanent <input type="checkbox"/> This contraindication is temporary <input type="checkbox"/> Please name the vaccines:		Medical Provider Name: Address: Phone: Signature/Stamp: Visit Date:	
Month/Day/Year next Immunization Due:			
4. FOURTH VISIT			
Please check the correct box. <input type="checkbox"/> The above-named child is age appropriately immunized, as of the date of this visit. <input type="checkbox"/> The child has received at least one dose of each of the vaccines to make him/her appropriately immunized, as of the date of this visit. <input type="checkbox"/> The child is medically exempt from these vaccines, as of the date of this visit. This contraindication is permanent <input type="checkbox"/> This contraindication is temporary <input type="checkbox"/> Please name the vaccines:		Medical Provider Name: Address: Phone: Signature/Stamp: Visit Date:	
Month/Day/Year next Immunization Due:			
5. FIFTH VISIT			
Please check the correct box. <input type="checkbox"/> The above-named child is age appropriately immunized, as of the date of this visit. <input type="checkbox"/> The child has received at least one dose of each of the vaccines to make him/her appropriately immunized, as of the date of this visit. <input type="checkbox"/> The child is medically exempt from these vaccines, as of the date of this visit. This contraindication is permanent <input type="checkbox"/> This contraindication is temporary <input type="checkbox"/> Please name the vaccines:		Medical Provider Name: Address: Phone: Signature/Stamp: Visit Date:	
Month/Day/Year next Immunization Due:			
6. SIXTH VISIT			
Please check the correct box. <input type="checkbox"/> The above-named child is age appropriately immunized, as of the date of this visit. <input type="checkbox"/> The child has received at least one dose of each of the vaccines to make him/her appropriately immunized, as of the date of this visit. <input type="checkbox"/> The child is medically exempt from these vaccines, as of the date of this visit. This contraindication is permanent <input type="checkbox"/> This contraindication is temporary <input type="checkbox"/> Please name the vaccines:		Medical Provider Name: Address: Phone: Signature/Stamp: Visit Date:	
Month/Day/Year next Immunization Due:			

For immunization information, please call your local Health Department or the Virginia Department of Health, Bureau of Immunization at 1-800-568-1929.

Appendix S

Child's Emergency Medical Authorization

CHILD'S MEDICALLY DIAGNOSED ALLERGIES OR CHRONIC CONDITIONS ETC

FRONT		BACK	
Child's Medical Number		Name of Child	Birth date
Other Insurance <input type="checkbox"/> Yes <input type="checkbox"/> No			
(If yes, Company Name)		Name of Parent(s) or Guardian	
Insurance Number		Address	Phone
<p>The Parent/Guardian authorizes immediate medical care and consents to the hospitalization of and/or the performance of necessary diagnostic tests upon, the use of surgery on, and/or the administration of drugs to his/her child or ward if an emergency occurs when he/she cannot be located immediately.</p>		City/State/Zip	
		Father's Employment	
		Address	Phone
		City/State/Zip	
		Guardian's Employment	
Signature of Parent or Guardian		City/State/Zip	
Date		Guardian's Employment	
<p>NOTE: This form is to be kept by the vendor and is to be taken to the doctor or treatment facility in case of emergency.</p>		Address	Phone
		City/State/Zip	
		Child's Physician or Clinic	
		Address	Phone
		City/State/Zip	
		City/State/Zip	

CHILD'S EMERGENCY MEDICAL AUTHORIZATION

FORM NUMBER: 032-02-057/2 (10/02)

PURPOSE: This card is used to give the vendor of family or in-home care authority to get emergency medical care for a child when the parent or another designated person cannot be located.

USE: The parent will fill the card out and get it authorized, if necessary. There should be one card filled out for each child in care. The vendor should have this card accessible at all times should an emergency occur, especially when away from the home with the child in care.

COPIES: There is only one copy of this card. It is kept by the vendor.

INSTRUCTIONS FOR PREPARING FORM/CARD:

CHILD'S ALLERGIES, ETC.: Enter here any medically diagnosed allergies or chronic conditions. This is also an area where the card may be notarized. Some medical facilities in the State will not accept this card unless it has been notarized.

CHILD'S MEDICAL NUMBER: Enter here the child's primary medical insurance coverage number.

OTHER INSURANCE: Enter whether the child is covered by any additional insurance, and, if so, the company name. Indicate that insurance number.

SIGNATURE OF PARENT: Signature of parent goes here and date of signature.

BACK OF FORM/CARD: Enter all other data called for giving information on the parents or caretakers, places of employment, child's physician, and all relevant addresses and phone numbers.

Enter here the name and birth date of the child in care being covered by this emergency medical authorization.

Appendix T

Virginia Department of Social Services
Authorization to Act as Agent on Customer's Behalf
for In-Home Care

Customer Information	Local Department Information
Name:	Department:
Address:	Address:
Phone ()	Worker
Case #	Phone ()

The Virginia Department of Social Services and the Internal Revenue Service (IRS) have reached an agreement that impacts you, your provider, and the local social services department regarding the employment status of the child care provider. The IRS has determined that you and your provider have a common-law employer-employee relationship that means that you are the employer of your child care provider.

Social Security laws require that all employers pay FICA (Federal Insurance Contributions Act) tax to the federal government to allow the employee to have Social Security benefits. In addition, employers must pay federal and state unemployment taxes for their employees. As such, FICA and federal and state unemployment taxes must now be paid for your child care provider.

The local social services department will make these tax payments on your behalf to the federal government once you authorize the department to act as your fiscal agent. These tax payments will be made without cost to you.

Please sign and date the statement printed below so that these tax payments can begin. The local social services agency will keep this statement on file. Without your signed authorization, services cannot be provided and payment of these taxes would be your responsibility.

AUTHORIZATION

I authorize the local social services department to act as my agent in withholding FICA taxes from the wages being paid on my behalf to the person who provides care to my child(ren) in my home. I also understand that the local social services department will collect and pay the necessary Social Security taxes; pay federal and state unemployment taxes as needed; and issue W-2 forms as required for payment made to my child care provider on my behalf.

Signature of Customer

Date

VIRGINIA DEPARTMENT OF SOCIAL SERVICES

AUTHORIZATION TO ACT AS AGENT ON CUSTOMER'S BEHALF FOR IN-HOME CARE

FORM NUMBER: 032-05-0061-00-eng

PURPOSE: This form is used to obtain the permission of customers for the local department to act as their fiscal agent when they use in-home child care providers. The department can then withhold the proper federal and state work related taxes for the providers such as FICA, SUTA, and FUTA to satisfy all requirements of the Internal Revenue Service.

USE: Once this form is signed, the local department can withhold the necessary taxes on behalf of the in-home child care provider. The provider is neither the employee of the local department or the state department of social services, but rather an employee of the customer.

COPIES: The form should be maintained by the local department and copies given to the customer and the provider.

INSTRUCTIONS FOR PREPARING FORM:

Fill in the name, address, and phone number of the customer and also the name, address, and phone number of the local department. Have the customer sign and date the form.

Appendix U

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES
OFFICE OF EARLY CHILDHOOD DEVELOPMENT

Case Name _____
Case I.D. _____
Category _____

Child Care Subsidy Contact Sheet/Case Narrative

WORKER NAME OR NUMBER	DATE (MM/DD/YY)	CHECK BOX	PERSON CONTACTED	INFORMATION ABOUT CONTACT
		<input type="checkbox"/> Phone <input type="checkbox"/> Office <input type="checkbox"/> Field <input type="checkbox"/> Letter <input type="checkbox"/> NOA		
		<input type="checkbox"/> Phone <input type="checkbox"/> Office <input type="checkbox"/> Field <input type="checkbox"/> Letter <input type="checkbox"/> NOA		
		<input type="checkbox"/> Phone <input type="checkbox"/> Office <input type="checkbox"/> Field <input type="checkbox"/> Letter <input type="checkbox"/> NOA		
		<input type="checkbox"/> Phone <input type="checkbox"/> Office <input type="checkbox"/> Field <input type="checkbox"/> Letter <input type="checkbox"/> NOA		
		<input type="checkbox"/> Phone <input type="checkbox"/> Office <input type="checkbox"/> Field <input type="checkbox"/> Letter <input type="checkbox"/> NOA		
		<input type="checkbox"/> Phone <input type="checkbox"/> Office <input type="checkbox"/> Field <input type="checkbox"/> Letter <input type="checkbox"/> NOA		
		<input type="checkbox"/> Phone <input type="checkbox"/> Office <input type="checkbox"/> Field <input type="checkbox"/> Letter <input type="checkbox"/> NOA		

CHILD CARE SUBSIDY CONTACT SHEET/ CASE NARRATIVE

FORM NUMBER: 032-05-0402-00-eng (08/08)

PURPOSE: To record information as a result of contact on a child care subsidy case.

USE: The child care worker will record any information regarding contacts with a child care client or about a child care case. Information recorded on this form will provide specific information relevant to the child care case. This form is not required if the child care worker can type a case narrative. The same information is required on a typed narrative. This form is available on the CCD Forms web site in a version that allows the child care worker to type on the form.

COPIES: The original of this form is kept in the case record.

INSTRUCTIONS FOR PREPARING FORM:

The child care worker will complete the identifying information at the top of the form. The child care worker will complete a section of this form when a contact is made with a child care client or about this case. The child care worker will record their worker name or number in the first column. The date of the contact goes in the second column. The child care worker will check the appropriate type of contact in the third column, and the person contacted in the fourth column. The last column is to record the specific information about the contact. The information on this form must be legible and understandable to anyone reviewing or monitoring the case record.

Appendix V

Date of Request: _____

OFFICE OF EARLY CHILDHOOD DEVELOPMENT

Request for Supplemental Funding
Child Care Subsidy Program

Name of County/City: _____ FIPS Code: _____

1. Type of funding requested (Please select a budget line):

881 (5% local matching funds required)

890 (15.5% local matching funds required)

2. Amount requested: _____

3. Justification for requesting supplemental funding (Please be specific):

The County/City of _____ understands that any funding awarded above 100% of a local social services agency's allocation will not become part of the local agency's base allocation in future years. If the supplemental funding received requires local matching funds, the aforementioned county/city certifies that local funds are reserved for this purpose. The Department of Social Services, at its discretion, may reduce a local social services agency's allocation, if projections show that funding will go unspent at year-end.

Director, Social Services/Date

County/City Finance Representative/Date

Remit form to: Virginia Department of Social Services
Office of Early Childhood Development
801 East Main Street
Richmond, Virginia 23219-2901
ATTN: Fiscal Processing

REQUEST FOR SUPPLEMENTAL FUNDING CHILD CARE SUBSIDY PROGRAM

Form Number: 032-02-0098-01-eng

PURPOSE: To document that a local department has local match funds available for a submission into the Budget Request System (BRS) for Child Care Budget Lines 881 and 890.

USE: To submit at the time of an entry in the Budget Request System (BRS) for Child Care Budget Lines 881 and 890.

COPIES: The original must be mailed to the Virginia Department of Social Services at the address on the form. A copy must be kept in the local department.

INSTRUCTIONS FOR PREPARING FORM:

The local department must complete this form indicating the name and FIPS code of the local department as well as the budget line for which a request has been made in the BRS. A separate form must be completed for each entry in the BRS. The Director of the local department and the Financial Representative of the county or city must both sign the form. Original signatures are required for this request to be processed. A FAX transmission of this form is not acceptable.

Appendix W

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF SOCIAL SERVICES
OFFICE OF EARLY CHILDHOLD DEVELOPMENT

Child Care Program Notice of Action

--

CITY/COUNTY
DATE
CASE NUMBER
APPLICATION DATE

Dear

This letter is to tell you what action this local department is planning to take on your Child Care Case. This notice refers only to Child Care services. It does not affect any financial assistance such as TANF, SSI, Social Security, Food Stamps, Medicaid, Fuel Assistance, etc.

The action being taken is checked below. If you are not satisfied with this action, you may appeal. Instructions about how to do this are included with this form.

Please get in touch with me if you have any questions.

Telephone:

Sincerely, _____
CHILD CARE WORKER

Office Hours:

SUPERVISOR

<input type="checkbox"/>	YOUR APPLICATION FOR CHILD CARE SUBSIDY WAS APPROVED EFFECTIVE:	YOUR FAMILY'S MONTHLY CO-PAYMENT IS \$ WE WILL SUBSIDIZE THE COST OF CHILD CARE NOT TO EXCEED THE STATE MAXIMUM REIMBURSEMENT RATE (MRR) FOR THE TYPE OF CARE THAT HAS BEEN AUTHORIZED. COMMENTS:
--------------------------	---	---

<input type="checkbox"/>	CHILD CARE SERVICE(S) TO BE PURCHASED ARE FOR: NAME:	AT: FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> - THIS DEPARTMENT WILL PAY A SINGLE ANNUAL REGISTRATION FEE OF \$ - MAY RECEIVE UP TO HOURS OF CARE A DAY FOR DAYS A WEEK COMMENTS:
	NAME:	AT: FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> - THIS DEPARTMENT WILL PAY A SINGLE ANNUAL REGISTRATION FEE OF \$ - MAY RECEIVE UP TO HOURS OF CARE A DAY FOR DAYS A WEEK COMMENTS:

NAME:	AT: FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> - THIS DEPARTMENT WILL PAY A SINGLE ANNUAL REGISTRATION FEE OF \$ - MAY RECEIVE UP TO: HOURS OF CARE A DAY FOR _____ DAYS A WEEK COMMENTS:	NAME:
<input type="checkbox"/>	YOUR APPLICATION WAS DENIED FOR THE APPLICATION DATE OF: _____	REASON:

<input type="checkbox"/>	A DECISION HAS NOT BEEN MADE ON YOUR APPLICATION WITHIN 30 DAYS	REASON
--------------------------	---	--------

<input type="checkbox"/>	THE CHILD CARE SERVICES THAT YOU ARE RECEIVING WILL CHANGE FOR:	
	NAME: EFFECTIVE DATE	COMMENTS/REASON:
	NAME: EFFECTIVE DATE	COMMENTS/REASON:
	NAME: EFFECTIVE DATE	COMMENTS/REASON:
	NAME: EFFECTIVE DATE	COMMENTS/REASON:

<input type="checkbox"/>	YOUR FAMILY'S MONTHLY CO-PAYMENT HAS BEEN:	<input type="checkbox"/> INCREASED: <input type="checkbox"/> DECREASED:	From \$ _____ to \$ _____ From \$ _____ to \$ _____
--------------------------	--	--	--

<input type="checkbox"/>	EFFECTIVE DATE	REASON
<input type="checkbox"/>	YOUR CASE WILL BE CLOSED EFFECTIVE:	REASON

APPEAL INSTRUCTIONS

If you are not satisfied with a local department's decision about your case, you have the right to ask for an appeal by means of a conference or a hearing. You may request a hearing instead of or after the conference. A conference is administered by the local department and should be arranged by your Child Care Worker. This request must be made within 30 days after receiving written notice of the local agency's decision. If you request a conference within 10 days from the effective date of the notice, your service or service payment will continue until a decision is made.

If you are not satisfied with the outcome of the conference, you may request a hearing. A hearing is an evaluation by staff from the office of the Director of the Division of Appeals and Fair Hearings at the Virginia Department of Social Services. A request for a hearing on your appeal must be made within 30 days after receiving written notice of the local agency's decision. If you ask for a hearing within 10 days of the effective date of the notice, your service or service payment will continue until a decision is made.

You may appeal to the local department or write directly to:

Director, Division of Appeals and Fair Hearings
Virginia Department of Social Services
801 East Main Street
Richmond, Virginia 23219-2901

If you feel you were discriminated against at any time, you may file a complaint within 180 days of the alleged discriminatory act with the local department, the Commissioner of the Virginia Department of Social Services, or the Region III Office of Civil Rights at:

Office of Civil Rights, Region III, U.S. Department of Health and Human Services,
150 South Independence Mall West, Suite 372, Public Ledger Building, Philadelphia, PA
19106

More Information about this process may be found at
www.dss.virginia.gov/about/civil_rights/.

SUPPLEMENTAL PAGE FOR CHILD CARE NOTICE OF ACTION

<input type="checkbox"/>	CHILD CARE SERVICE(S) TO BE PURCHASED ARE FOR:	AT: FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> - THIS DEPARTMENT WILL PAY A SINGLE ANNUAL REGISTRATION FEE OF \$ - MAY RECEIVE UP TO HOURS OF CARE A DAY FOR DAYS A WEEK COMMENTS:
	NAME:	AT: FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> - THIS DEPARTMENT WILL PAY A SINGLE ANNUAL REGISTRATION FEE OF \$ - MAY RECEIVE UP TO HOURS OF CARE A DAY FOR DAYS A WEEK COMMENTS:
	NAME:	AT: FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> - THIS DEPARTMENT WILL PAY A SINGLE ANNUAL REGISTRATION FEE OF \$ - MAY RECEIVE UP TO HOURS OF CARE A DAY FOR DAYS A WEEK COMMENTS:
	NAME:	AT: FULL-TIME <input type="checkbox"/> PART-TIME <input type="checkbox"/> - THIS DEPARTMENT WILL PAY A SINGLE ANNUAL REGISTRATION FEE OF \$ - MAY RECEIVE UP TO: HOURS OF CARE A DAY FOR DAYS A WEEK COMMENTS:

<input type="checkbox"/>	THE CHILD CARE SERVICES THAT YOU ARE RECEIVING WILL CHANGE FOR:	
	NAME: EFFECTIVE DATE	COMMENTS/REASON:
	NAME: EFFECTIVE DATE	COMMENTS/REASON:
	NAME: EFFECTIVE DATE	COMMENTS/REASON:
	NAME: EFFECTIVE DATE	COMMENTS/REASON:

NOTICE OF ACTION

FORM NUMBER: 032-02-0103-10-eng

PURPOSE OF FORM: To notify an applicant/recipient of child care subsidy of an action to be taken on their child care case.

USE OF FORM: To give the applicant/recipient of child care subsidy a ten-day notice before an action is taken.

COPIES: One copy must be kept in the child care case record, and one copy must be mailed to the client.

INSTRUCTIONS FOR PREPARATION OF THE FORM

A completed NOA must be sent 10 days in advance of the action when a case action affecting eligibility, co-payment or the amount of services authorized is taken. A copy of the client's NOA must never be sent to a Vendor.

The top of the form provides space for the identifying information for the client and the local department.

The space after the body of the letter provides space for the worker to provide their contact information.

The bottom of the form provides space that the worker must complete by checking the action about which the client is being notified, defining the reason for the action, and informing the client as to the effective date of the action. Suspensions will be recorded in the section "The child care services that you are receiving will change for . . . "

The back of the form provides information on the fair hearings and appeal process.

This form is available on the CCD Forms page of the CCD web site.

Appendix X

Memorandum of Agreement for Licensed Vendors

**LICENSED VENDOR
MEMORANDUM OF AGREEMENT**

Between

(LDSS)

and

(Vendor)

This Memorandum of Agreement (Agreement) shall be in effect from _____ through _____ with two optional one-year renewals. The following terms will govern the purchase of child care services on behalf of the parents utilizing Licensed Child Care Vendors. The Child Care Subsidy Program (child care) administered by the LDSS is a program designed to assist working parents with the cost of child care services (services). Contracts between the parent and the Vendor are not the responsibility of the LDSS.

Business Name		Owner's Name (if different from Business)	
Vendor #		License #/Expiration date	
Social Security Number (Optional)		Name as appears on Social Security Card	
Individual Tax Identification Number (ITIN) or Employer Identification Number (EIN) if applicable			
Name as it Appears on ITIN or EIN, if applicable			
Vendor's Landline/Business Phone	Cell Phone	Vendor's County/City (Locality)	
Mailing Street or PO Box Address	City	State	Zip
Vendor's Physical Address	City	State	Zip
Email Address			

Type of Vendor (Check one):

- Licensed Family Day Home
- Licensed Child Day Center
- Licensed Family Day System
- Department of Education Approved
- Local Ordinance Approved meeting Minimum Standards

1. PURPOSE

This Memorandum of Agreement (Agreement) forms an agreement between _____ (LDSS) and _____ (Vendor) regarding services to be rendered by the Vendor to child care clients of the LDSS for whom child care subsidy payments will be authorized and paid.

2. TERMS OF THE AGREEMENT

- 2.1. This Agreement may be terminated without cause and without cost by either party with written notice.
- 2.2. The Vendor must notify the LDSS within 24 hours if their license is revoked during the Agreement period.
- 2.3. If the Vendor's legally operating status becomes invalid for whatever reason, payment shall not be issued for services rendered after the last day on which the legally operating status is valid as subsidy payments can be made only to legally operating Vendors. The LDSS shall issue a termination Purchase of Services Order (POSO) to advise the Vendor of the effective date of the termination.
- 2.4. If this Agreement is terminated, the LDSS shall be liable for payment of only those services rendered before the effective date of termination.
- 2.5. Neither the Vendor nor its employees shall be deemed employees of the LDSS while performing under this Agreement. The LDSS will issue an IRS form 1099 annually to document vendor payments that total at least \$600.
- 2.6. Vendor agrees to hold the LDSS and the Virginia Department of Social Services (VDSS) harmless from any and all claims for damages, either in law or equity, directly or indirectly, arising out of or by virtue of the actions or inactions of the Vendor or its agents, servants, or employees in connection with this Agreement.
- 2.7. The Vendor agrees to notify the LDSS immediately should they cease to operate at the physical address shown at the beginning of this Agreement.
- 2.8. Vendor records not accessible or up to date could result in an overpayment according to this Agreement.
- 2.9. Vendor agrees to provide the following:
 - 2.9.1. Current License
 - 2.9.2. Current Provider Rate Verification Form
 - 2.9.3. Substitute for W-9 Form
- 2.10. Vendor agrees to provide the child care as the designee on this Agreement. This Agreement does not constitute permission for anyone else to act as a substitute care provider.
- 2.11. Vendor will afford parents unlimited access to their children when they are in care

- 2.12. Vendor will afford state and local department staff unlimited access to children in care when one or more children in care receive a child care subsidy
- 2.13. Vendor agrees to notify the LDSS immediately for any of the following reasons:
 - 2.13.1. The child does not attend on the first authorized day of care
 - 2.13.2. The parent is not current on the co-pay
 - 2.13.3. The child is officially withdrawn from enrollment
 - 2.13.4. The child is absent for more than five consecutive days (Note: The LDSS will only pay for up to five days of care after the last day of attendance when the child is unexpectedly withdrawn without prior notice. It is the parent's responsibility to pay any fees not paid by the LDSS.)
3. RATES/HOLIDAYS
 - 3.1. Rates shall be based on the information supplied on the Provider Rate Verification Form.
 - 3.2. Vendor agrees they will not bill the LDSS at a rate which is higher than that charged to the general public.
 - 3.3. The LDSS will not pay a rate higher than the Maximum Reimbursable Rate (MRR). Any amount charged the general public above the MRR is the responsibility of the family. EXCEPTON: for children with special needs, payment of up to two times the MRR for the child's age is allowed when it is appropriate as determined by the local department in consultation with the parent, vendor, and appropriate professional.
 - 3.4. Maximum Reimbursable Rates may be adjusted only by the State.
 - 3.5. Vendor agrees to accept one registration fee per child per calendar year up to \$100.00 if such is charged to the general public.
 - 3.6. Vendor agrees to notify LDSS 60 days prior to changing rates. Such notification may not effect a change in authorized payment amounts. See [General Conditions – Availability of Funds](#).
 - 3.7. LDSS shall pay for ten (10) holidays when the Center is closed and only if the general public is charged the same. These holidays are as follows:
 - New Year's Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day

- Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
- 3.8. LDSS will not pay for days when Vendor is closed and unavailable to parents with the exception of holidays listed above.
- 3.9. LDSS will pay for up to two absent days per month. Exception: the number of paid absent days may increase if the child is absent from care for justifiable reasons as documented in a service plan or in the child care case narrative.
4. ATTENDANCE RECORDS:
- 4.1. Vendor shall keep attendance records in accordance with this Agreement. Records not accessible or current could result in an overpayment and would have to be repaid by the Vendor.
- 4.2. Attendance procedures shall be as follows:
- 4.3. Maintain all original attendance records and reports required by these regulations up-to-date for 3 years.
- 4.4. Record attendance with the following indicators (leave blank on days the child is not scheduled to attend):
P – Present A – Absent H – Holiday C – Vendor Closure.
- 4.5. Make records accessible to inspection by the LDSS, LDSS authorized agents, VDSS staff/agents, local staff/auditors and state/federal auditors upon request.
5. COMPENSATION
- 5.1. Payment for child care services must be based on:
- 5.2. A signed Purchase of Services Order dated within the start and end dates of this Agreement.
- 5.3. All terms of this signed Agreement.
6. BILLING
- 6.1. A completed and signed POSO must be returned to the LDSS prior to payment being made.
- 6.2. Vendor must complete, sign and return the monthly Purchase of Service Invoice (Invoice) to the LDSS within 45 days from the last day of the calendar month in which the child care service was delivered prior to payment being made.
- 6.3. All incorrect and/or incomplete Invoices must be reconciled prior to payment being made.

- 6.4. Vendor must submit a signed Invoice for any whole month in which services were authorized but not delivered.
- 6.5. The Vendor shall have 30 business days from the receipt of payment to submit a dispute in writing (email or letter acceptable). The reason for the discrepancy and any documentation to support this claim must be included.
- 6.6. Vendor must bill the LDSS for child care services rendered according to the rates signed on the POSO minus the client's established monthly co-payment, if applicable.
- 6.7. The parent shall be responsible for paying any rates that exceed the MRR or for billing that exceeds the allowable charges.
- 6.8. Vendor must submit Invoices for registration fees within 60 days from the beginning date of child care services.

7. GENERAL CONDITIONS

- 7.1. **AUTHORITIES:** Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein. Furthermore, the Vendor shall not assign, sublet, or subcontract any work related to this Agreement or any interest he/it may have herein.
- 7.2. **DISCRIMINATION:** The Vendor will not discriminate against any client/child because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination.
- 7.3. **CONFIDENTIALITY:** The Vendor and the LDSS agree that any information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential in accordance with state and federal requirements, during and following the term of this Agreement, and will not be divulged without the individual's and the LDSS' written consent. Any information to be disclosed must be in summary, statistical, or other form that does not identify any particular individuals.
- 7.4. **PERFORMANCES:** All services provided by the Vendor pursuant to this Agreement shall be performed to the satisfaction of the LDSS and the Virginia Department of Social Services (VDSS), and in accordance with the applicable federal, state, and local laws, ordinances, rules and regulations. Vendor shall not receive payment for work found by the LDSS and VDSS to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules or regulations.
- 7.5. **MODIFICATION OF AGREEMENT:** The LDSS may, upon mutual agreement with the Vendor, issue written modifications to this Agreement, to include but is not limited to, the scope of work, budget, deliverables, and compensation. Any and all modifications to this Agreement shall be in writing and signed by the parties named below or their official designee.
- 7.6. **AUDIT:** The Vendor agrees to retain all books, records, and other documents relative to this Agreement for three (3) years after final payment. The LDSS, its authorized agent, and/or State, Federal and local auditors

shall have full access to and the right to examine any said materials during said period. If an audit is begun before the three year retention period ends, records must be kept until the completion of the audit.

- 7.7. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the LDSS shall be bound hereunder only to the extent of the funds available or which may become available for the purpose of this Agreement.
- 7.8. OWNERSHIP OF MATERIALS AND DOCUMENTS: Ownership of all data, material, reports, studies, or other documents prepared by the Vendor in the performance of its obligations under this Agreement shall remain the property of the LDSS and shall not be copyrighted by the Vendor. The Vendor shall not use, willingly allow or cause to have used such material or data for any purpose other than the performance of the Vendor's obligations under this Agreement without the prior written consent of the LDSS.
- 7.9. DRUG-FREE WORKPLACE: During the performance of this contract, the Vendor agrees to provide a drug-free environment. For the purposes of this section, "drug-free environment" means a site for the care of children provided in connection with this specific Agreement. This Vendor is prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 7.10. SMOKE FREE ENVIRONMENT: Vendors certify that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or granted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.
- 7.11. PAYMENT RECORDS: Vendor must make payment records available to parents.
- 7.12. FRAUD OVERPAYMENTS: Vendors will be permanently disqualified from participating in the Child Care Subsidy Program upon the first finding of Child Care fraud. Fraud includes, but is not limited to, intentionally providing false information to the LDSS; intentional failure to notify the LDSS of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; intentionally making a claim for a payment to which the Vendor is

not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

- 7.13. NON-FRAUD OVERPAYMENTS: Vendors that receive overpayments that are not the result of intent to defraud will be required to repay the full amount. The vendor may continue to participate in the subsidy program as long as a repayment schedule is entered into with the LDSS and payments are made according to that schedule.

EXECUTION: IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Vendor:
Address:

LDSS:
Address:

By: _____
Print Name

Signature

By: _____
Print Name

Signature

Title:
Date:

Title:
Date:

INSTRUCTIONS FOR LICENSED VENDOR MEMORANDUM OF AGREEMENT

NUMBER: 032-02-0131-00-eng

PURPOSE: To form an agreement between the local department and child care vendors paid at Level 2 MRR according to Appendix G of Chapter D regarding services to be rendered by the vendor to child care clients for whom child care subsidy payments will be authorized and paid.

USE: To provide a written record to document the terms, deliverables, rates/holidays attendance, compensation, billing, and general conditions of the agreement.

COPIES: One copy must be kept in the local department and one copy must be kept by the vendor. Original signatures must be on each copy.

INSTRUCTIONS FOR PREPARING THE FORM:

The local department completes this agreement for each vendor eligible to be paid at Level 2 MRR to whom child care subsidy payments are made. This Agreement may be renewed for two one-year periods by use of the MOA Renewal Letter.

Vendors eligible to be paid at the Level 2 MRR are: Licensed Family Day Homes, Licensed Child Day Centers, and Local Ordinance-Approved Providers that meet or exceed *Minimum Standards for Licensed Family Day Homes*, Licensed Family Day System-Approved Family Day Homes, and Department of Education-Approved Child Care Programs.

This agreement outlines the terms of agreement for the local department as well as the Vendor. These terms and expectations will be discussed at the time the agreement is entered into and as necessary thereafter.

Appendix Y

Memorandum of Agreement for Voluntarily Registered or Religiously Exempt Vendors

**VOLUNTARILY REGISTERED OR RELIGIOUSLY EXEMPT VENDORS
MEMORANDUM OF AGREEMENT**

Between

(LDSS)

and

(Vendor)

This Memorandum of Agreement (Agreement) shall be in effect from _____ through _____ with two optional one-year renewals. The following terms will govern the purchase of child care services on behalf of the parents utilizing Voluntarily Registered or Religiously Exempt Child Care Vendors. The Child Care Subsidy Program (child care) administered by the LDSS is a program designed to assist working parents with the cost of child care services (services). Contracts between the parent and the Vendor are not the responsibility of the LDSS.

Business Name		Owner's Name (if different from Business)		
Vendor #		<input type="checkbox"/> Voluntarily Registered <input type="checkbox"/> Religiously Exempt		
Social Security Number (Optional)		Name as appears on Social Security Card		
Individual Tax Identification Number (ITIN) or Employer Identification Number (EIN) if applicable				
Name as it Appears on ITIN or EIN if applicable				
Vendor's Landline/Business Phone		Cell Phone		Vendor's County/City (Locality)
Mailing Address		City	State	Zip
Vendor's Physical Address		City	State	Zip
Email Address				

1. PURPOSE

This Memorandum of Agreement (Agreement) forms an agreement between _____ (LDSS) and _____ (Vendor) regarding services to be rendered by the Vendor to child care clients of the LDSS for whom child care subsidy payments will be authorized and paid.

2. TERMS OF THE AGREEMENT

- 2.1. This Agreement may be terminated without cause and without cost by either party with written notice.
- 2.2. The Vendor must notify the LDSS within 24 hours if their legally operating status ends during the Agreement period.
- 2.3. If the Vendor's legally operating status becomes invalid for whatever reason, payment shall not be issued for services rendered after that date. Subsidy payments can be made only to legally operating Vendors. The last day on which the legally operating status is valid is the last date for which payment may be authorized. The LDSS shall issue a termination Purchase of Services Order (POSO) to advise the Vendor of the effective date of the termination.
- 2.4. If this Agreement is terminated, the LDSS shall be liable for payment of only those services rendered before the effective date of termination.
- 2.5. Neither the Vendor nor its employees shall be deemed employees of the LDSS while performing under this Agreement. The LDSS will issue an IRS form 1099 annually to document vendor payments that total at least \$600.
- 2.6. Vendor agrees to hold the LDSS and the VDSS harmless from any and all claims for damages, either in law or equity, directly or indirectly, arising out of or by virtue of the actions or inactions of the Vendor or its agents, servants, or employees in connection with this Agreement.
- 2.7. The Vendor agrees to notify the LDSS immediately should they cease to operate at the physical address shown at the beginning of this Agreement.
- 2.8. Vendor records not accessible or up to date could result in an overpayment according to this Agreement.
- 2.9. The Vendor agrees to provide the following:
 - 2.9.1. Current Provider Rate Verification Form
 - 2.9.2. Substitute for W-9 Form
- 2.10. Current Letter of Religious Exemption or a current Family Day Home Voluntarily Registered Certificate issued by the Virginia Department of Social Services Division of Licensing (Licensing)
- 2.11. Child Care Program Provider Self-Certification Form, completed annually, indicating the completion of all required certifications/trainings

- 2.12. Vendor agrees to provide the child care as the designee on this Agreement. This Agreement does not constitute permission for anyone else to act as a substitute care provider.
 - 2.13. Vendor will afford parents unlimited access to their children when they are in care.
 - 2.14. Vendor will afford state and local department staff unlimited access to children in care when one or more children in care receive a child care subsidy.
 - 2.15. The Vendor agrees to notify the LDSS immediately for any of the following reasons:
 - 2.15.1. The child does not attend on the first authorized day of care,
 - 2.15.2. The parent is not current on the co-pay.
 - 2.15.3. The child is officially withdrawn from enrollment.
 - 2.15.4. The child is absent for more than five consecutive days.
3. RATES/HOLIDAYS
- 3.1. Rates shall be based on the information supplied on the Provider Rate Verification Form
 - 3.2. Vendor agrees they will not bill the LDSS at a rate which is higher than that charged to the general public.
 - 3.3. The LDSS will not pay a rate higher than the Maximum Reimbursable Rate (MRR). Any amount charged the general public above the MRR is the responsibility of the family. Exception: for children with special needs, payment of up to two times the MRR for the child's age is allowed when it is appropriate as determined by the local department in consultation with the parent, vendor, and appropriate professional.
 - 3.4. Maximum Reimbursable Rates may be adjusted only by the State.
 - 3.5. Vendor agrees to notify LDSS 60 days prior to changing rates. Such notification may not effect a change in authorized payment amounts. See [General Conditions – Availability of Funds.](#)
 - 3.6. LDSS shall pay for ten (10) holidays when the Vendor is closed and only if the general public is charged the same. These holidays are as follows:
 - New Year's Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day

- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

4. ATTENDANCE RECORDS

- 4.1. Vendor shall keep attendance records in accordance with this Agreement. Records not accessible or current could result in an overpayment and would have to be repaid by the Vendor.

Attendance procedures shall be as follows:

- 4.1.1. Maintain all original attendance records and reports required by these regulations up-to-date for a period of 3 years.

- 4.1.2. Record attendance with the following indicators (leave blank on days the child is not scheduled to attend):

P – Present A – Absent H – Holiday C – Vendor Closure

- 4.1.3. Make records accessible to inspection by the LDSS, LDSS authorized agents, Virginia Department of Social Services' staff/agents, local staff/auditors, and state/federal auditors upon request.

5. COMPENSATION

- 5.1. Payment for child care services will be based on:

- 5.1.1. A completed and signed Purchase of Services Order dated within the start and end dates of this Agreement.

- 5.1.2. All terms of this signed Agreement.

- 5.2. The LDSS will not pay vendor activity or registration fees.

- 5.3. The LDSS will not pay for any days the child is not present except as noted in 3.6 above.

6. BILLING

- 6.1. In order to receive payment, a completed and signed POSO must be returned to the LDSS.

- 6.2. The monthly Purchase of Service Invoice (Invoice) must be returned to the LDSS within 45 days from the last day of the calendar month in which the child care service was delivered prior to payment being made.

- 6.3. All incorrect and/or incomplete Invoices must be reconciled prior to payment being made.

- 6.4. Vendor must submit a signed invoice for any whole month in which services were authorized but not delivered.

- 6.5. The Vendor shall have 30 business days from the receipt of payment to submit a dispute in writing (email or letter acceptable). The reason for the discrepancy and any documentation to support this claim must be included.

- 6.6. Vendor must bill the LDSS for child care services rendered according to the rates signed on the POSO minus the client's established monthly co-payment, if applicable.
- 6.7. The parent shall be responsible for paying any rates that exceed the MRR or for billing that exceeds the allowable charges.

7. GENERAL CONDITIONS

- 7.1. **AUTHORITIES:** Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein. The Vendor shall not assign, sublet, or subcontract any work related to this Agreement or any interest they may have herein.
- 7.2. **DISCRIMINATION:** The Vendor will not discriminate against any client/child because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination.
- 7.3. **CONFIDENTIALITY:** The Vendor and the LDSS agree that any information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential in accordance with state and federal requirements, during and following the term of this Agreement, and will not be divulged without the individual's and the LDSS' written consent.
- 7.4. **PERFORMANCES:** All services provided by the Vendor pursuant to this Agreement shall be performed to the satisfaction of the LDSS and the Virginia Department of Social Services (VDSS), and in accordance with the applicable federal, state, and local laws, ordinances, rules and regulations. Vendor shall not receive payment for work found by the LDSS and VDSS to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.
- 7.5. **MODIFICATION OF AGREEMENT:** The LDSS may issue written modifications to this Agreement, to include but not limited to, the scope of work, budget, deliverables, and compensation. Any and all modifications to this Agreement shall be in writing and signed by the parties named below or their official designee.
- 7.6. **AUDIT:** The Vendor agrees to retain for possible audit all books, records, and other documents relative to this Agreement for three (3) years after final payment. The LDSS, its authorized agent, and/or State, Federal and local auditors shall have full access to and the right to examine any said materials during said period. If an audit is begun before the three-year retention period ends, records must be kept until the completion of the audit.
- 7.7. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the LDSS shall be bound hereunder only to the extent of the funds available or which may become available for the purpose of this Agreement.
- 7.8. **OWNERSHIP OF MATERIALS AND DOCUMENTS:** Ownership of all data, material, reports, studies, or other documents prepared by the Vendor in the

performance of its obligations under this Agreement shall remain the property of the LDSS and shall not be copyrighted by the Vendor. The Vendor shall not use, willingly allow or cause to have used such material or data for any purpose other than the performance of the Vendor's obligations under this Agreement without the prior written consent of the LDSS.

- 7.9. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Vendor agrees to provide a drug-free environment. For the purposes of this section, "drug-free environment" means a site for the care of children provided in connection with this specific Agreement. This Vendor is prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract
- 7.10. **SMOKE FREE ENVIRONMENT:** Vendors certify that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or granted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.
- 7.11. **PAYMENT RECORDS:** Vendor must make payment records available to parents.
- 7.12. **FRAUD OVERPAYMENTS:** Vendors will be permanently disqualified from participating in the Child Care Subsidy Program upon the first finding of Child Care fraud. Fraud includes, but is not limited to, intentionally providing false information to the LDSS; intentional failure to notify the LDSS of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.
- 7.13. **NON-FRAUD OVERPAYMENTS:** Vendors that receive overpayments that are not the result of intent to defraud will be required by repayment agreement to repay the full amount. The vendor may continue to participate in the subsidy program as long as a repayment schedule is entered into with the LDSS and payments are made according to that schedule.

EXECUTION: IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Vendor:
Address:

LDSS:
Address:

By: _____
Print Name

Signature

By: _____
Print Name

Signature

Title:
Date:

Title:
Date:

**INSTRUCTIONS FOR VOLUNTARILY REGISTERED AND RELIGIOUSLY EXEMPT
VENDOR MEMORANDUM OF AGREEMENT**

NUMBER: 032-02-0133-00-eng

PURPOSE: To form an agreement between the local department and Voluntarily Registered (VR) and Religiously Exempt (RE) child care vendors regarding services to be rendered by the vendor to child care clients for whom child care subsidy payments will be authorized and paid.

USE: To provide a written record to document the terms, deliverables, rates/holidays attendance, compensation, billing, and general conditions of the agreement.

COPIES: One copy must be kept in the local department and one copy must be kept by the vendor. Original signatures must be on each copy.

INSTRUCTIONS FOR PREPARING THE FORM:

The local department completes this agreement for each VR or RE vendor to whom child care subsidy payments are made. This agreement may be renewed for two one-year periods by use of the MOA Renewal Letter.

This agreement outlines the terms of agreement for the local department as well as the Vendor. These terms and expectations will be discussed at the time the agreement is entered into and as necessary thereafter.

Appendix Z

Memorandum of Agreement for Unlicensed Vendors

**UNLICENSED VENDOR
MEMORANDUM OF AGREEMENT**

Between

(LDSS)

and

(Vendor)

This Memorandum of Agreement (Agreement) shall be in effect from _____ through _____ with two optional one-year renewals. The following terms will govern the purchase of child care services on behalf of the parents utilizing this Unregulated Vendor. The Child Care Subsidy Program (child care) administered by the LDSS is a program designed to assist working parents with the cost of child care services (services). Contracts between the parent and the Vendor are not the responsibility of the LDSS.

Business Name	Owner's Name (if different from Business)		
Vendor #	Type of Vendor:		
Social Security Number (Optional)	Name as appears on Social Security Card		
Individual Tax Identification Number (ITIN) or Employer Identification Number (EIN), if applicable			
Name as it Appears on ITIN or EIN, if applicable			
Vendor's Landline Phone	Cell Phone	Vendor's County/City (Locality)	
Mailing Street or PO Box Address	City	State	Zip
Vendor's Physical Address	City	State	Zip
Email Address			

Type of Vendor:

- Family day Home
- Certified Pre-School
- Local Government Approved Recreation Program

1. PURPOSE

This Agreement forms an agreement between _____ (LDSS) and _____ (Vendor) regarding services to be rendered by the Vendor to child care clients of the LDSS for whom child care subsidy payments will be authorized and paid.

2. TERMS OF THE AGREEMENT

- 2.1. This Agreement may be terminated without cause and without cost by either party with written notice.
- 2.2. The Vendor must notify the LDSS within 24 hours if their legally operating status ends during the Agreement period.
- 2.3. If the Vendor's legally operating status becomes invalid for whatever reason, payment shall not be issued for services rendered after that date. Child Care Subsidy payments can be made only to legally operating Vendors. The last day on which the legally operating status is valid is the last date for which payment may be authorized. The LDSS shall issue a termination Purchase of Services Order (POSO) to advise the Vendor of the effective date of the termination.
- 2.4. If this Agreement is terminated, the LDSS shall be liable for payment of only those services rendered before the effective date of termination.
- 2.5. Neither the Vendor nor its employees shall be deemed employees of the LDSS while performing under this Agreement. The LDSS will issue an IRS form 1099 to the Vendor if annual payments are at least \$600.
- 2.6. Vendor agrees to hold the LDSS and the Virginia Department of Social Services (VDSS) harmless from any and all claims for damages, either in law or equity, directly or indirectly, arising out of or by virtue of the actions or inactions of the Vendor or its agents, servants, or employees in connection with this Agreement.
- 2.7. The Vendor agrees to notify the LDSS immediately should they cease to operate at the physical address shown at the beginning of this Agreement.
- 2.8. Vendor records not accessible or up to date could result in an overpayment according to this Agreement.
- 2.9. The Vendor agrees to provide the following:
 - 2.9.1. Current Provider Rate Verification Form
 - 2.9.2. Substitute for W-9 Form
 - 2.9.3. Completed and up to date according to Child Care Subsidy and Services Guidance: State Criminal History Record Check or Sex Offender and Crimes Against Minors Registry Check completed within the last three years through the Virginia State Police for anyone 18 years old and older who is living in the vendor's home or involved in the day-to day operation of the Vendor or is alone with, in control of or supervising one or more children.

- 2.9.4. Central Registry Child Protective Services Check for individuals as described in 2.9.3 above.
- 2.9.5. Sworn Statement or Affirmation for Unregulated Providers as to whether the individual has ever been the subject of a founded complaint of child abuse or neglect or convicted of a crime or is the subject of any pending criminal charges within or outside of Virginia.
- 2.9.6. Current certification in first aid and cardiopulmonary resuscitation (CPR).
- 2.9.7. Health and Safety Checklist for Unregulated Providers for individuals described in 2.9.3 above.
- 2.9.8. Tuberculosis screening for individuals described in 2.9.3 above.
- 2.10. Vendor agrees to provide the child care as the designee on this Agreement. This Agreement does not constitute permission for anyone else to act as a substitute care provider.
- 2.11. Vendor will afford parents unlimited access to their children when they are in care.
- 2.12. Vendor will afford state and local department staff unlimited access to children in care when one or more children in care receive a child care subsidy.
- 2.13. The Vendor agrees to notify the LDSS immediately for any of the following reasons:
 - 2.13.1. The child does not attend on the first authorized day of care.
 - 2.13.2. The parent is not current on the co-pay.
 - 2.13.3. The child is officially withdrawn from enrollment.
 - 2.13.4. The child is absent for more than five consecutive days.

3. RATES

- 3.1. Rates shall be based on the information supplied on the Provider Rate Verification Form.
- 3.2. Vendor agrees they will not bill the LDSS at a rate which is higher than that charged to the general public.
- 3.3. The LDSS will not pay a rate higher than the Maximum Reimbursable Rate (MRR). Any amount charged the general public above the MRR is the responsibility of the family. Exception: for children with special needs, payment of up to two times the MRR for the child's age is allowed when it is appropriate as determined by the local department in consultation with the parent, vendor, and appropriate professional.
- 3.4. Maximum Reimbursable Rates may be adjusted only by the State.
- 3.5. Vendor agrees to notify LDSS 60 days prior to changing rates. Such notification may not effect a change in authorized payment amounts. See [General Conditions – Availability of Funds](#).

4. ATTENDANCE RECORDS

- 4.1. Vendor shall keep attendance records in accordance with this Agreement. Records not accessible or current could result in an overpayment and would have to be repaid by the Vendor.
- 4.2. Attendance procedures shall be as follows:
- 4.3. Maintain all original attendance records and reports required by these regulations up-to-date for a period of 3 years.
- 4.4. Record attendance with the following indicators (leave blank on days the child is not scheduled to attend):

P – Present A – Absent H – Holiday C – Vendor Closure
- 4.5. Make records accessible to inspection by the LDSS, LDSS' authorized agents, VDSS's staff/agents, local staff/auditors, and state/federal auditor's upon request.

5. COMPENSATION

- 5.1. Payment for child care services will be based on:
- 5.2. A signed POSO dated within the start and end dates of this Agreement
- 5.3. All terms of this signed Agreement
- 5.4. The LDSS will not pay vendor activity or registration fees.
- 5.5. The LDSS will not pay for any days the child is not present.

6. BILLING

- 6.1. A completed and signed POSO must be returned to the LDSS prior to payment being made.
- 6.2. In order to receive payment, the Vendor must complete, sign, and return the monthly Invoice to the LDSS within 45 days from the last day of the calendar month in which the child care service was delivered.
- 6.3. All incorrect and/or incomplete Invoices must be reconciled prior to payment being made.
- 6.4. Vendor must submit a signed Invoice for any whole month in which services were authorized but not delivered.
- 6.5. The Vendor shall have 30 business days from the receipt of payment to submit a dispute in writing (email or letter acceptable). The reason for the discrepancy and any documentation to support this claim must be included.
- 6.6. Vendor must bill the LDSS for child care services rendered according to the rates signed on the POSO minus the client's established monthly co-payment, if applicable.
- 6.7. The parent shall be responsible for paying any rates that exceed the MRR or for billing that exceeds the allowable charges.

7. GENERAL CONDITIONS

- 7.1. **AUTHORITIES:** Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein. The Vendor shall not assign, sublet, or subcontract the care for any children related to this Agreement or any interest they may have herein.
- 7.2. **DISCRIMINATION:** The Vendor will not discriminate against any client/child because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination.
- 7.3. **CONFIDENTIALITY:** The Vendor and the LDSS agree that any information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential in accordance with state and federal requirements, during and following the term of this Agreement, and will not be divulged without the individual's and the LDSS' written consent.
- 7.4. **PERFORMANCES:** All services provided by the Vendor pursuant to this Agreement shall be performed to the satisfaction of the LDSS and the Virginia Department of Social Services (VDSS), and in accordance with the applicable federal, state, and local laws, ordinances, rules and regulations. Vendor shall not receive payment for work found by the LDSS and VDSS to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.
- 7.5. **AUDIT:** The Vendor agrees to retain for possible audit all books, records, and other documents relative to this Agreement for three (3) years after final payment. The LDSS, its authorized agent, and/or State, Federal and local auditors shall have full access to and the right to examine any said materials during said period. If an audit is begun before the three year retention period ends, records must be kept until the completion of the audit.
- 7.6. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the LDSS shall be bound hereunder only to the extent of the funds available or which may become available for the purpose of this Agreement.
- 7.7. **OWNERSHIP OF MATERIALS AND DOCUMENTS:** Ownership of all data, material, reports, studies, or other documents prepared by the Vendor in the performance of its obligations under this Agreement shall remain the property of the LDSS and shall not be copyrighted by the Vendor. The Vendor shall not use, willingly allow or cause to have used such material or data for any purpose other than the performance of the Vendor's obligations under this Agreement without the prior written consent of the LDSS.
- 7.8. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Vendor agrees to provide a drug-free environment. For the purposes of this section, "drug-free environment" means a site for the care of children provided in connection with this specific Agreement. This Vendor is prohibited from engaging in the unlawful manufacture, sale, distribution,

dispensation, possession, or use of any controlled substance or marijuana during the performance of the contract.

- 7.9. PAYMENT RECORDS: Vendor must make payment records available to parents.
- 7.10. FRAUD OVERPAYMENTS: Vendors will be permanently disqualified from participating in the Child Care Subsidy Program upon the first finding of Child Care fraud. Fraud includes, but is not limited to, intentionally providing false information to the LDSS; intentional failure to notify the LDSS of a change in circumstances that affects payments received by the Vendor; intentionally accepting payments that the Vendor knows, or by reasonable diligence would know, the Vendor is not entitled to by virtue of an overpayment or otherwise; intentionally making a claim for a payment to which the Vendor is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.
- 7.11. NON-FRAUD OVERPAYMENTS: Vendors that receive overpayments that are not the result of intent to defraud will be required by repayment agreement to repay the full amount. The vendor may continue to participate in the subsidy program as long as a repayment schedule is entered into with the LDSS and payments are made according to that schedule.

EXECUTION: IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

Vendor:
Address:

LDSS:
Address:

By: _____
Print Name

Signature

By: _____
Print Name

Signature

Title:
Date:

Title:
Date:

INSTRUCTIONS FOR UNLICENSED VENDOR MEMORANDUM OF AGREEMENT

NUMBER: 032-02-0132-00-eng

PURPOSE: To form an agreement between the local department and unregulated child care vendors or vendors paid at the Level 1 MRR according to Appendix G of Chapter D regarding services to be rendered by the vendor to child care clients for whom child care subsidy payments will be authorized and paid.

USE: To provide a written record to document the terms, deliverables, rates/holidays, attendance, compensation, billing, and general conditions of the agreement.

COPIES: One copy must be kept in the local department and one copy must be kept by the vendor. Original signatures must be on each copy.

INSTRUCTIONS FOR PREPARING THE FORM:

The local department completes this agreement for each Unregulated Vendor or Vendors eligible to be paid at the Level 1 MRR, except for VR and RE, to whom child care subsidy payments are made. This agreement may be renewed for two one-year periods by use of the MOA Renewal Letter.

Unregulated Vendors and Vendors eligible to be paid at the Level 1 MRR for this MOA are: Unregulated Vendors including In-Home Vendors, Local Government-Approved Recreation Programs, and Certified Preschools.

This agreement outlines the terms of agreement for the local department as well as the Vendor. These terms and expectations will be discussed at the time the agreement is entered into and as necessary thereafter.

Appendix AA

Memorandum of Agreement Renewal Letter

DATE: _____

MEMORANDUM OF AGREEMENT FOR: _____

RENEWAL: 1 2

ISSUED BY: _____

SERVICES RENDORED: Child Care Subsidy Payments and Services

This renewal is entered into pursuant to the provision of the Memorandum of Agreement with _____. The _____ exercises its option to renew said agreement for an additional 12 months. The period of extension will be from _____ to _____. All other items and conditions of this agreement remain unchanged and in full force and effect.

Vendor:
Address:

LDSS:
Address:

By: _____
Print Name

Signature

By: _____
Print Name

Signature

Title:
Date:

Title:
Date:

**INSTRUCTIONS FOR VENDOR MEMORANDUM OF AGREEMENT
RENEWAL LETTER**

FORM NUMBER: 032-05-0517-00-eng

PURPOSE: The purpose of this form is to provide written notice to the vendor that their MOA with the local department has been extended for one year.

USE: This form is used by the local department to record details of the intent to renew the MOA between the local department and the vendor.

COPIES: One copy of this letter will be kept by the local department and one copy will be kept by the vendor. Both copies shall have original signatures.