#### PARENT'S / APPLICANT'S RIGHTS AND OBLIGATIONS

# I understand the following pertaining to my Hoosier Works for Child Care (HWCC) card and recording my child's attendance:

- I understand I will be required to electronically document my child(ren)'s attendance information. I will only utilize my Hoosier Work for Child Care card to document attendance when it truly reflects the care provided.
- I understand that if I fail to use my child care assistance within sixty (60) days, it will be voided.
- I understand I may only electronically, or otherwise, document my child's attendance when my child is attending the location where my voucher has been assigned.
- I understand I may not leave my Hoosier Works for Child Care card with my child care provider. I agree to keep my personal identification number (PIN) confidential as it is my electronic signature. I understand failure to comply with this may result in termination of my child care benefits and repayment of child care assistance paid on my behalf.
- I understand it is my responsibility to report to the Intake if my Hoosier Works for Child Care card is lost or stolen.
- I understand I can utilize up to twenty (20) Personal Days. Personal Day claims are to be used at my discretion for days when the provider was open for business and my child/children were scheduled to attend but did not attend any part of the day.

# I understand the following pertaining to my obligations of verifying my eligibility for CCDF benefits:

- I understand it is my responsibility to furnish the Intake Agent with complete and accurate information including, but not limited to, income and family composition. I understand I will be required to submit proof of information provided.
- I understand that I may be requested to verify these statements and give my consent to the agency, from where I am requesting services, to make any necessary contacts and verify statements.
- I understand subsidized child care will not begin until all forms are completed and I have received written notice from the Office or their representative.
- I understand I must report to the Intake Agent when my service need ends, my TANF status changes, my family composition changes, I move to another State I obtain a new phone number, I have total assets which exceed 1 million dollars or a change in income which exceeds 85% of the State median income (SMI), within ten (10) calendar days of the change and provide supporting documentation, if necessary.
- I understand I may be asked to cooperate with state and/or federal personnel in any investigation. I further understand my failure to cooperate may result in termination from the program.

# I understand the following pertaining to my child care provider:

- I understand I must request a provider change by submitting a complete and current Provider Information Page to the CCDF Intake Office no later than noon the day before the last business day of the week.
- I understand the choice of caregiver is not only my choice, it is my responsibility.
- I understand it is my responsibility to report any suspected child abuse and neglect to the proper authority and others have the same responsibility concerning my child/children.
- I understand reimbursement for my child's care will be made directly to the provider, unless the care is provided in my home by a non-resident, in which case the payment will be made directly to me. It is my responsibility to reimburse the provider for services rendered as well as any co-payments. I also understand it is my responsibility to withhold and make all applicable Internal Revenue Service (IRS) payments for my child care provider and for the end of the year reporting to the IRS.
- I understand parents, step-parents or legal guardians will not be paid as caregivers for their own children.
- I understand that failure to pay any child care co-payment could result in my family being terminated from this funding assistance.

# I understand my rights in receiving child care benefits through the CCDF program:

- I understand information concerning my family regarding the CCDF voucher program, and the services I receive, will be treated as confidential and will be used solely for the administration of the CCDF voucher program.
- I understand my right to file a written complaint.
- I understand I can submit a written appeal if I disagree with an action taken regarding my eligibility for CCDF.

# I understand my child care may be terminated for any of the following reasons:

- Failure to respond to requests for additional information related to eligibility determination from The Office or its agents within the required time frame
- Failure to pay weekly copayment owed, if reported within thirty (30) days from first missed payment.
- Failure to document a CCDF eligible child's attendance in the manner required by the Office.
- Failure to fully reimburse CCDF eligible in-home (nanny) provider
- Submitting attendance claims for time the CCDF eligible child was not in attendance, with the exception of approved holidays and personal days, as allowed by the Office.
- Allowing an unauthorized person, including the CCDF eligible child care provider, to possess a CCDF card, card number, or Personal Identification Number, password or any other tool for entering electronic attendance information, as applicable.
- Failure to remain current on any existing repayment agreements determined by the Office
- Failure to select a CCDF eligible provider

# I understand my child care will be terminated for any of the following reasons:

- Excessive unexplained absences.
- A change of residency outside of the State
- Substantiated fraud or intentional program violations
- Failure to provide complete information at time of authorization or update
- CCDF Household income does not meet financial eligibility
- CCDF Household does not meet service need requirements.
- Copayment exceeds total weekly subsidy
- Failure to select a CCDF eligible provider

DISCI	<b>OSURF</b>	STAT	LEWEN	т

18 U.S.C. § 1001 authorizes criminal penalties against an individual who, in any matter within the jurisdiction of any department or agency of the United States, knowingly and willfully falsifies, conceals or covers up by any trick, scheme or device a material fact, or makes any false, fictitious, or fraudulent statements or representations, or makes any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry. Individual offenders are subject to fines of up to \$250,000 and imprisonment for up to five years. Offenders that are organizations are subject to fines of up to \$500,000 (18 U.S.C. § 3571). Section 3571(d) also authorizes fines of up to twice the gross gain derived by the offender if it is greater than the amount specifically authorized by the sentencing statute.

Section 35-43-5-7: Welfare fraud(a) A person who knowingly or intentionally: (1) obtains public relief or assistance by means of impersonation, fictitious transfer, false or misleading oral or written statement, fraudulent conveyance, or other fraudulent means; (2) acquires, possesses, uses, transfers, sells, trades, issues, or disposes of: (A) an authorization document to obtain public relief or assistance; or (B) public relief or assistance; except as authorized by law; (3) uses, transfers, acquires, issues, or possesses a blank or incomplete authorization document to participate in public relief or assistance programs, except as authorized by law; (4) counterfeits or alters an authorization document to receive public relief or assistance; or (5) conceals information for the purpose of receiving public relief or assistance to which he is not entitled; commits welfare fraud, a Class A misdemeanor, except as provided in subsection (b). (b) The offense is: (1) a Class D felony if: (A) the amount of public relief or assistance involved is more than two hundred fifty dollars (\$2,500); or (B) the amount involved is not more than two hundred fifty dollars (\$250) and the person has a prior conviction of welfare fraud under this section; and (2) a Class C felony if the amount of public relief or assistance involved is two thousand five hundred dollars (\$2,500) or more, regardless of whether the person has a prior conviction of welfare fraud under this section. (c) Whenever a person is convicted of welfare fraud under this section, the clerk of the sentencing court shall certify to the appropriate state agency and the appropriate agency of the county of the defendant's residence: (1) his conviction; and (2) whether the defendant is placed on probation and restitution is ordered under IC 35-38-2.

I have read and understand the Penalties for Falsifying Information, as printed in this application. I understand that any deliberate omission, misrepresentation, or falsification of any information contained in this application or contained in any communication supplying information to Family and Social Services Administration/Office of Early Childhood and Out of School Learning, or any deliberate alteration of any text on this application form, may be punished by criminal, civil, or administrative penalties including, but not limited to, the denial or revocation of CCDF benefits, and/or the imposition of fines, civil damages, and/or imprisonment.						
Signature of parent / applicant	Printed name		Date (month, day, year)			
NOTES TO YOUR ELIGIBILITY OFFICE						