

## Parent – Provider Relations

The relationship between the center and the parents of the children within the center's care is the cornerstone of a sustainable program.

### Parent-Provider Contracts

A clear well-written admission agreement serves as a written contract between the center and the parents (or other legal custodians) of the children enrolled in the center. Written contracts serve as the basis for establishing communication between a center and parents, outlining the rights and responsibilities of each party. In addition, contracts serve as the written basis for collecting payments from parents. At a minimum, the agreement should address the following issues:

- Parties to the agreement;
- Specific beginning and ending dates;
- Fees, rates, deposits and refunds;
- Responsibilities of parents;
- Specific services;
- Medical considerations;
- Reasons for termination and basic notices before termination;
- Debt collection;
- Grievance;
- Dispute resolution;
- Children with special needs; and
- Signatures of all parties involved.

Contract agreements between providers and parents help eliminate miscommunication and unnecessary liability for the center. A contract agreement should outline a center's policies and practices so that a parent clearly understands the program in which he or she is enrolling a child. At a minimum the agreement should include:

- services provided;
- optional services;
- payment rates and methods;
- emergency contact information of the guardian;
- who is authorized to pick up the child;
- termination procedures;
- a schedule of the center's hours; and
- rules for modifying any provision of the agreement, particularly the payment rate.

Other important features to address in the contract include:

- whether there will be late fees for late payments or late pickups;
- whether there will be extra charges for meals, diapers, and other supplies;

- rules relating to dispensation of medication and emergency treatment in case of injury; and
- whether parents will be charged for days the center is closed due to weather or when their children are either sick or on vacation.

Often local licensing agencies have sample contracts that can help centers craft an appropriate contract. In developing a contract, a center should consider having the contract published in another language if a large number of the parents are non-English readers. The center should keep the original copy of the agreement on file and provide a copy to the parent or guardian.

## **Brochures and Handbooks**

In addition to a written contract, some centers choose to provide parents with a brochure or handbook. A handbook has the advantage in that it allows centers to explain their policies and procedures in more detail than in a contract and gives parents the opportunity to take material home to review at their leisure. Further, a handbook demonstrates to parents that a center knows and cares about children.

A handbook should reiterate all the items in the contract and express a center's general views on child-care. It should outline a center's policy on medical emergencies, late fees, sick children, administering medicine, and discipline. A handbook could also highlight the planned activities for children in the center and the training of the child-care staff.

## **Addressing Parent-Provider Challenges**

### ***Payment***

The enrollment contract should include a written policy about how to handle bad checks. The policy should state if the parents will be given an opportunity (i.e. a set number of days) to make up the difference or if all bad checks will immediately be turned over to the County Attorney's office. The policy should be posted in the area where parents customarily make payments. Texas law allows child-care providers to charge a reasonable fee to bad check writers. Usually, a fee between \$25 and \$75 is considered reasonable. The enrollment contract should also state that children will not be allowed to attend the center if an account is past due (usually by 7-14 days).

A center can take some precautions that help avoid problems collecting payments, including:

- Require payment in advance for the payment period specified in the contract.
- Do not take in children whose parents have not paid in advance, unless the child is part of a program that provides subsidies at specified times.
- Ask for a deposit from new participating families to cover a sufficient period to make up for checks that may bounce.
- Include a bounced check provision in the contract, stipulating fees for returned checks and a requirement of alternate payment methods after the first bounced check.

- Have parents acknowledge a debt in writing if a child is allowed to attend the program while the payment has not yet been made.
- Keep accurate and consistent records of attendance, payment, and method of payment.

### **Debt Collection**

Failure to make payments that are owed or failure to replace a bounced check within 30 days create collectible debts that entitle a center to remedies. A center should implement sound debt collection practices from the start. A center's first step is usually to send a demand letter to put the parents on notice that a debt is owed and that the center is prepared to collect that debt. A preventative measure is to only accept money orders.

### ***Parental Rights to the Child and Child Custody***

A center must make sure that the person(s) enrolling the child has the legal right to make decisions regarding the child's life. At first contact, the center should determine who has the legal right to the child. The Texas Family Code is a complex area of the law and a center is advised to contact an attorney when questions arise regarding the custody of children. In Texas, there are two general categories of persons authorized to make decisions for a child: biological parents and person(s) named as managing conservators in an agreed order or court order following a custody case.

Biological parents are presumed to be the persons named as mother and father on a child's birth certificate. The center should request a copy of the child's birth certificate during the enrollment process. Without a court order limiting the rights of either or both parents, both parents named in the birth certificate are presumed to have the right to make all decisions regarding the child's life and to have physical custody of the child. Both parents should sign the center's admissions agreement. If the birth certificate does not name a father, the center may accept the mother's statement naming a biological father (absent a court order). If a child's biological parents are informally separated (and have no court order regarding managing rights for the child), both parents should sign an enrollment agreement that names persons authorized to pick up the child. If the biological father is not part of the enrollment process and is not listed as a person authorized for pickup by the mother, the center is still required to allow the father access to the child. The center may also be required to release the child to the father, especially if the father is accompanied by a police officer.

### **Conservatorship**

A Conservatorship is a legal appointment of an adult(s), other than the biological parents or the Texas DFPS to make decisions regarding the child's life and to have physical custody of the child. Conservators are typically appointed as a result of a custody dispute between the child's biological parents, an adoption, or the removal of child by DFPS.

Under Texas law, the Managing Conservator has the legal authority to manage the child's well being. Normally it is also the managing conservator that has physical custody of the child and hence has the authority to arrange for the child's pick-up from care. In Texas, the court will often award parents joint managing conservatorship, giving the parents equal rights (outlined in the order) to make decisions regarding the child's life. The Order will typically specifically detail days and times of possession for each parent. The managing conservator has the authority to authorize other persons to pick up the child.

Under Texas law, the Possessory Conservator has the legal right to have physical custody of the child under the terms outlined in the Order of Conservatorship. If one parent is appointed as sole conservator, the other parent is typically appointed as a Possessory Conservator. In this situation, the center may only release the child to the possessory conservator on the days/times outlined in the Order. The center should look at the Order to determine who has the legal right to pick up the child and on what days each parent has this right. The possessory conservator has the right to authorize other persons to pick up the child on the days/times of the possessory conservator.

The rights of any of the person listed above may be altered by a restraining order issued by a court that prohibits a person from coming to the child-care facility. Such an order may be issued in situations involving domestic violence. The admission agreement should require that the center be notified if such an order is issued. In addition, the center's update forms should inquire about such orders. Note, however, that if the restraining order does not list the facility and the center has no reason to suspect child abuse, the person named in the restraining order can visit the child at the center.

As can be seen from the discussion above, this area of law is very complicated. A center should determine whether there is a court order governing management of the child early in the enrollment process. If an Order is in place, a center must follow the Order specifically unless presented with an agreement signed by the persons determined in the Order to have managing rights for the child.

## **Release**

Centers must be very careful when releasing children, as this is an area of potential liability. Releasing the child to an unauthorized person may lead to the center bearing responsibility for any harm that come to a child subsequent to the release. The best way to determine who has the legal right to pick up the child is to ask for a certified copy of the most recent court order or agreement between the parents concerning custody. If both parents are on the enrollment agreement and the center has no copy of a conflicting court order/agreement, then the center may release the child to the parent that shows up first. If other individuals are authorized to pick up the child from care this should also be on file at the center. If the center has a copy of a protective or restraining order against a parent, and this parent arrives to pick up the child, then the center should notify law enforcement and not let the child leave. The center should also have a process to ensure that the child's information gets updated on a timely basis. The contract with parents should state that the parents have a duty to inform the center if custody information changes. The person authorized for release may be a minor; however, in that case, the center may want to have the parents sign a separate release and may want to set a minimum age for release.

A best practice is to require the signature of all persons with the legal rights to the child.

A center may refuse to release to an authorized person under the following circumstances:

- Suspicion of child abuse: A center may refuse to release.
- Suspicion of domestic violence: A center may not refuse to release unless there is a suspicion of harm to the child.
- Intoxication: A center may refuse to release if harm to the child seems likely.
- Lack of a car seat: A center may not refuse to release
- Failure to Pick Up: If a child is not picked up, a center may, after calling all authorized persons and waiting a reasonable time, release the child into the custody of the police. Center personnel are not authorized to take the child to their homes.

## Immigrant Children

A center is not required to inquire into the immigrant status of children or their parents. Center staff are also not required to report families suspected of uncertain immigration status. However it is a best practice to have on file the names of alternate persons to whom the children in the center's care may be released in addition to the parents for all children enrolled in the center.

## Child Abuse and Neglect

Child abuse is mental, emotional, physical, or sexual injury to a child or failure to prevent such injury to a child. Neglect includes (1) failure to provide a child with food, clothing, shelter and/or medical care; and/or (2) leaving a child in a situation where the child is at risk of harm.

Texas law states that anyone having cause to believe that a child's physical or mental health or welfare has been or may be affected by abuse or neglect *must* report the case to a state or local law enforcement agency or the DFPS. The DFPS has a 24-hour family violence hotline, 1-800-252-5400.

### **Common Signs of Abuse are:**

- Frequent injuries such as bruises, cuts, or burns especially when the child cannot adequately explain the cause;
- Burns or bruises in an unusual pattern;
- Fear of going home or seeing a parent;
- Sexually suggestive or promiscuous behavior; or
- Lack of reaction to pain.

**Common Signs of Neglect are:**

- Obvious malnutrition;
- Begs for or steals food;
- Habitually dressed in the same clothes for multiple days;
- Frequently absent or late; or
- Dirty hair and clothing.

Reports should be made as soon as possible but no later than 48 hours before bruises and marks start to fade. It is important for the investigators to be able to see the physical signs. When the center makes a report it should be specific, telling exactly what happened and when. Center staff should be sure to record all injuries or incidents observed, including dates and times of day, and to keep this information secured. Center staff should give the agency person any information about the relationship between the child and the suspected abuser. The following information must be provided in the report:

- Name, age, and address of the child;
- Brief description of the child;
- Current injuries, medical problems, or behavioral problems; and
- Parents names and names of siblings in the home.

The report is confidential and is not subject to public release under the Open Records Act. The law provides for immunity from civil or criminal liability for innocent persons who report even unfounded suspicions, as long as the report is made in good faith. The report maker's identity is kept confidential. If center staff have reason to suspect child abuse, but are not positive, they should make the report. If any doubts persist about whether or not it is abuse, call the hotline. They can provide advise on whether the signs indicate abuse.

Under the Texas Family Code, Chapter 261, failure of a caregiver to report suspected child abuse or neglect is a misdemeanor punishable by imprisonment of up to 180 days and a fine of up to \$2000. Centers should have a **written** process that caregivers follow to report abuse, keeping in mind that reporting the suspected child abuse to the center's director does not satisfy the caregiver's responsibly under the law.

For more information about the signs of child abuse and neglect see:

**<http://www.oag.state.tx.us/victims/childabuse.shtml>**.