



SUBSIDIZED CHILD CARE PROGRAMS

Parent Handbook

This handbook has been updated to reflect State and Federal Funding Term requirements effective 7/1/08. Previously approved policies by the NCO Governing Board 11/13/03, 7/8/04, and 11/30/06 are incorporated herein.

Rural Communities Child Care (RCCC) is a program of North Coast Opportunities (NCO), Inc. and administers a variety of Subsidized Child Care Programs that help eligible families pay for child care in Lake and Mendocino Counties. The Family Child Care Network is one of the choices for Subsidized Child Care.

NCO/RCCC also administers the Resource & Referral Program, Child Care Food Program and Centralized Eligibility List. NCO/RCCC's goal is to promote and encourage the healthy growth, development, care and education of children and families.

The purpose of this handbook is to explain the program rules that parents need to follow and the paperwork that must be completed for authorized child care services through NCO/RCCC Subsidized Child Care Programs and the Family Child Care Network.

NCO/RCCC OFFICES:

UKIAH:

413 N. State Street
Ukiah, CA 95482
707-467-3211 phone
1-800-606-5550
707-467-3216 FAX

WILLITS:

156 S. Humboldt St.
Willits, CA 95490
707-459-2019 phone
707-459-6767 FAX

COAST:

528 S. Main Street
Fort Bragg, CA 95437
707-964-3080 phone
707-964-5594

LAKEPORT:

850 Lakeport Blvd
Lakeport, CA 95453
707-263-4688 phone
707-263-7513 FAX

LOWER LAKE:

16170 Main Street
P.O. Box 1078
Lower Lake, CA 95457
707-994-4647 phone
707-994-4675 FAX

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A GLOSSARY OF IMPORTANT TERMS

ATTENDANCE SHEETS

Attendance Sheets document the hours of child care provided. They are used to calculate payment to the independent contractor of the parent/guardian's choice. Blank attendance sheets are available to be picked up at each NCO/RCCC office.

CALENDAR YEAR

January 1st through December 31st

CHILD CARE CERTIFICATES

The child care certificate consists of the dates child care services are scheduled to begin and end, the child care hours authorized, and the maximum allowable benefit level for each child based on the certified need of the parent/guardian. Instructions regarding child care certificates are outlined on page 4.

CENTRALIZED ELIGIBILITY LIST

The Centralized Eligibility List (CEL) is for subsidized child care programs in each county of California. NCO/RCCC _____ administers the CEL for Lake and Mendocino Counties. CEL provides an equitable, efficient, centralized system to connect eligible families with subsidized child care options through one access point. It is identified as an "eligibility list" rather than a "waiting list" because families are ranked in terms of their eligibility for services, rather than by their time on the list.

CHILD CARE FOOD PROGRAM (CCFP)

NCO/RCCC's Child Care Food Program is funded by the U.S. Department of Agriculture's Food and Nutrition Services and administered by the California Department of Education. The purpose of the program is to improve the health and eating habits of children in family child care homes and to help offset the rising cost of food served and, subsequently, the cost of child care to parents.

CHILD CARE SUBSIDY SPECIALISTS

Child Care Subsidy Specialists maintain documentation for families enrolled in the various Subsidized Child Care Programs and the providers the families have chosen. In this handbook, when parents and providers are instructed to contact their local NCO/RCCC office, they should speak directly to their Child Care Subsidy Specialist. Phone numbers of local NCO/RCCC offices can be found on the front page of this handbook.

CO-PAYMENT

If a parent chooses a provider whose rates exceed the maximum benefit level NCO/RCCC is allowed to pay per state and federal reimbursement ceilings, the provider may charge the parent a co-payment. The co-payment would be the difference between the provider's rate and the maximum NCO/RCCC can pay based upon the current Regional Market Rate Survey. If a provider charges the parent a co-payment, that arrangement is between the parent and the provider, and is not accounted for by NCO/RCCC.

FACILITY

A facility is a licensed Family Child Care Home, Center, or License-Exempt Provider, unless otherwise specified.

FAMILY CHILD CARE NETWORK

A group of Licensed Family Child Care Providers that have agreed to meet the same quality standards as a State funded Child Development Center.

FAMILY CHILD CARE NETWORK MANAGER

Family Child Care Network Manager maintains the quality standards for the Family Child Care Network. The quality standards include the developmental tracking for the children who are funded through the NETWORK; the contracting and quality assurance for the NETWORK Family Child Care Providers; the Child Development Specialist for the parents when there are concerns regarding their child(s) progress.

FISCAL YEAR

For the purposes of the NCO/RCCC Subsidized Child Care Programs, the fiscal year is July 1 through June 30.

FRAUD

Definition of child care fraud includes but is not limited to; child in care when need has ceased, increased earnings not reported, care requested when adult in home, cash aid fraud, parent/employer collusion to falsify work, false statements that affect eligibility or payment, failure to report changes in household, work, etc. within 5 calendar days, absent parent is in the home, child is not a dependent of parent, parent receives more than one subsidy for same service, provider receives payment for services rendered by another, provider claims hours of care not provided, signature on attendance claim doesn't match parent's or provider's, provider receives in home supportive services from parent, misuse of evening/weekend adjustment, falsifying relationship to child to avoid Trustline, provider over licensed capacity, provider also on cash aid and fails to report income or parent/provider collusion.

A GLOSSARY OF IMPORTANT TERMS (CONTINUED)

LICENSE-EXEMPT PROVIDER

A License-Exempt Provider is a person who is not required to be licensed. License-Exempt Providers may care for their relatives along with one non-related family. However, NCO/RCCC policy shall only allow payment for one family's children regardless of their relationship and the days and times the child care is being provided. The definition of "one family" for NCO/RCCC subsidy purposes is one "client family".

NORTH COAST OPPORTUNITIES, INC. (NCO)

NCO is a private, non-profit corporation serving the needs of communities and families throughout Mendocino and Lake Counties with program offices in Sonoma, Humboldt, and Del Norte Counties.

PARENT

Parent means a biological parent, stepparent, adoptive parent, foster parent, caretaker relative, or any other adult living with a child who has responsibility for the care and welfare of the child.

REGIONAL MARKET RATE SURVEY

The **Regional Market Rate Survey** is conducted by the state to provide information about current market rates for various types of child care available in each county in the state. NCO/RCCC is required to use the Regional Market Rate Survey to determine the state/federal maximum benefit level for each child enrolled on the subsidy program.

RESOURCE AND REFERRAL (R&R)

NCO/RCCC's Resource and Referral Program is funded by the California Department of Education. This program provides parents with referrals to licensed child care facilities and assists them to understand the importance of choosing quality child care. The Resource and Referral Program also provides ongoing training and assistance to child care facilities in Lake and Mendocino Counties. Most offices operate lending libraries for toys and resources.

RURAL COMMUNITIES CHILD CARE (NCO/RCCC)

The goal of NCO/RCCC is to promote and encourage the healthy growth, development, care and education of children and families. NCO/RCCC administers Subsidized Child Care Programs, the Resource & Referral Program, the Child Care Food Program, the Family Child Care Network and the Centralized Eligibility List in Lake and Mendocino Counties.

SUBSIDIZED CHILD CARE PROGRAMS

Subsidized Child Care Programs (also known as Alternative Payment Programs) are funded by the California Department of Education. These programs assist low-income families with their child care expenses by providing either a full or partial payment to provider(s) of their choice.

SUBSIDIZED PAYMENT COORDINATORS

The Subsidized Payment Coordinators are responsible for the monthly calculation and disbursement of provider payments for the Subsidized Child Care Programs.

TRUSTLINE

Trustline is a background check on unlicensed providers conducted by CDSS/HHSA. This background check includes data from the California Criminal History System, the California Child Abuse Central Index at the California Department of Justice (DOJ), and a check of the Federal Bureau of Investigation (FBI) records. In order for NCO/RCCC to contract with unlicensed providers they must clear the Trustline registry. NCO/RCCC will not contract with an unlicensed provider if any person residing in the home has been denied Trustline and/or is known to be a registered sex offender. For the CalWORKS stage one child care funds, license-exempt child care providers must clear the Trustline registry through the Department of Justice and the Health and Safety self certification requirements before payments will be made.

INTRODUCTION

Briefly, the Subsidized Child Care Programs work as follows:

1. Parents interested in receiving subsidized child care should call their local NCO/RCCC office to find out how to receive child care services, at which time they are required to fill out an application and are placed on the Centralized Eligibility List (CEL).
2. As funding becomes available, parents are contacted by an NCO/RCCC Child Care Subsidy Specialist regarding an interview appointment to determine eligibility. Parents will be required to provide documentation confirming eligibility and need during their interview appointment.
3. If the parent meets all of the requirements, the family is enrolled in the appropriate program.
4. Providers eligible for payment through the Subsidized Child Care Programs include:
 - Child Care Centers, including Parks & Recreation and After-School Programs
 - Licensed Family Child Care Providers
 - License-Exempt Providers
5. Final selection of the placement of children in a child care facility is parental choice within the available choices of providers for the county. NCO/RCCC is not involved in the placement of children. A parent may choose from a variety of child care settings; **however, the care must be appropriate to the parent's needs.**
6. If the parent is unable to find a child care provider or finish their enrollment process within 30 days from the date of enrollment, they will be denied services and placed back on the eligibility list.
7. Program Rules are explained to the parent(s) and the chosen provider(s). Instructions are given regarding individual responsibilities and completion of paperwork, including how to properly complete attendance sheets.

FAMILY ELIGIBILITY AND ENROLLMENT REQUIREMENTS

Families enrolled on any of the NCO/RCCC Subsidized Child Care Programs are required to verify both their need and eligibility for child care subsidies.

Enrolled families are required to maintain their eligibility. In order to maintain eligibility, the family must:

- Report all changes in family size, income, employment, public assistance status, marital status, and need status for child care, including changes in their child's schedule. The parent must contact their Child Care Subsidy Specialist within five (5) calendar days whenever a change occurs.
- Student parents must be re-certified and/or verify that they are engaged in vocational training/education at the beginning of each semester or quarter.
- For other parents, re-certify at least once during 6- or 12-month period depending on need.
- Follow program rules.

CHILD CARE CERTIFICATE

The child care certificate is issued to enrolled parents for eligible children and contains the following information:

- the dates child care services are scheduled to begin and end,
- the child care schedule (i.e., days of the week and number of hours per day) for which payment is authorized, and
- the maximum allowable benefit based on the certified need of each eligible child in the family. The maximum benefit level paid is either the provider's usual and customary charges or the state established ceiling, whichever is less.

In order to receive payment for eligible child care services:

1. The named provider's paperwork must be on file at the NCO/RCCC office.
2. The child care certificate must be properly completed and signed by:
 - a) an authorized NCO/RCCC staff member, and
 - b) the parent named on the child care certificate, and
 - c) the provider named on the child care certificate.
3. The child care certificate must be returned to the NCO/RCCC office with required signatures by the requested due date or payment may be delayed.
4. Attendance sheets must be properly completed and returned to the Ukiah NCO/RCCC office (see attendance sheet instructions on page 5).
5. Child care certificates are null and void:
 - a) upon parent's or child's loss of eligibility
 - b) upon child's last day of service
 - c) when subsequent child care certificates are issued to modify previous child care certificates
 - d) when canceled by NCO/RCCC representative
 - e) if a licensed provider ceases operation or loses his/her license
 - f) upon reaching the termination date stated on the child care certificate.
6. NCO/RCCC will not be responsible for payment of hours beyond those specified on the child care certificate unless prior authorization is obtained. It is the parents' responsibility to pay the provider any charges that the NCO/RCCC program is unable to pay (i.e., co-payment, late charges, hours not listed on the child care certificate, etc.). NCO/RCCC must be notified within five (5) calendar days of any changes in enrollment status.
7. If it is necessary to verify actual child care usage submitted on the attendance sheets, NCO/RCCC may require time cards or any other documentation which shows the parent is eligible for the hours submitted. Hours that the parent is not eligible for may be deducted from the provider's payment.

ATTENDANCE SHEET INSTRUCTIONS

Please use this as a reference when filling out attendance sheets. In order for payment of authorized child care to be made, program rules must be followed, including proper completion of attendance sheets.

- Both parent and provider must fill out the attendance sheets in permanent ink.
- Please do not use white out on the attendance sheets. Sheets will not be paid if white out, pencil or erasable ink is used. If an error is made, please line through the error and change it. Both parent and provider must initial the change.
- There must be one attendance sheet per child, per month.
- The person who drops off or picks up the child must sign the attendance sheet both in and out and with the **ACTUAL** times the child is arriving and leaving on a daily basis.
- Reason for absence must be indicated on the appropriate date on the attendance sheet and be signed by the parent and/or guardian. There must be a signature on every day that the child is scheduled to receive care or payment will not be made. Absences will not be paid if the child care certificate states "pay actual attendance only" regardless of any facility policies.
- At the end of the month, both the parent and provider must sign the statement on the left side of the attendance sheet verifying that the information is true and correct.
- Attendance sheets must be completed and returned to the Ukiah NCO/RCCC office by 5:00 p.m. on or before the due date listed on the Provider Payment Schedule (usually the 5th day of the month following care).
- Attendance sheets not received by the due date may result in a delayed or denied payment.
- If overnight care is authorized, please fill out the attendance sheet properly. For example, if the child is in attendance from 6:00 p.m. to 2:30 a.m., the attendance sheet would be signed in at 6:00 p.m. to 11:59 p.m. The next day would be 12:00 a.m. to 2:30 a.m. The new day begins at 12:00 midnight and ends at 11:59 p.m. The provider is to sign out at 11:59 p.m. and in at 12:00 a.m. the following day as the parent is not available.
- Providers are encouraged to turn in a monthly bill to NCO/RCCC. NCO/RCCC will pay up to the maximum allowable benefit for the certified need of each child. The maximum benefit level paid is either the provider's usual and customary charges or the state established ceiling, whichever is less. Any amount that is not paid by NCO/RCCC is the sole responsibility of the parent to pay the child care provider privately. This is the parent's co-payment. NCO/RCCC does not monitor the parent's co-payment. It is between the parent and the provider.

NOTE: SEE "OTHER NCO/RCCC POLICIES" (PAGE 14) FOR ABSENCE/BEST INTEREST/HOLIDAY LIMITATIONS.

PARENT PROGRAM RULES AND POLICIES

ATTENDANCE RECORDS:

1. Attendance sheets must be maintained on a daily basis. The hours of attendance must accurately reflect the time child care was provided. Falsification of information on the attendance sheets will be grounds for termination from the program and the file may be forwarded to the District Attorney.
2. NCO/RCCC will not be responsible for payment of hours beyond those specified on the child care certificate unless prior authorization is obtained from NCO/RCCC.
3. When a child is absent because of illness or other reason that is in the best interest of the child, the **specific reason must be noted on the attendance sheet and signed by the parent or guardian.**
4. Leaves of absence without subsidy may be granted by NCO/RCCC. A leave requires approval in advance by NCO/RCCC.

Please refer to page 5 for additional information on maintaining monthly attendance sheets.

CHANGES IN ENROLLMENT STATUS:

1. Parents must be re-certified when a change occurs in their eligibility status and in accordance with applicable funding requirements.
2. NCO/RCCC must be notified within five (5) calendar days of any changes in (a) employment, including loss or change of jobs; (b) increase or decrease of income; (c) days/hours child care is needed; (d) home address/phone number; (e) family size; (f) marital status, etc.
3. Failure to report any changes and/or failure to provide NCO/RCCC with any information regarding eligibility or providing NCO/RCCC with any false information regarding eligibility will result in termination from the program and will be cause for NCO/RCCC to recover funds paid to your child care provider during that time frame.
4. **NCO/RCCC reserves the right to update information or request additional information at their discretion if necessary to document eligibility and/or need.**
5. If a parent changes providers, no longer needs child care, or is granted a leave of absence, they are required to notify the provider in accordance with their policies.
6. If a daily family fee is assessed, non-payment of the family fee may result in termination from the program. Your family fee is due on or before the 15th of each month.
7. Parents who are terminated from the program for failure to comply with any NCO/RCCC rule or policy will be ineligible to reapply for NCO/RCCC services for a period of one year. Parents terminated for fraud will be permanently ineligible to receive subsidized child care services. See definition of Fraud in the glossary section of this handbook.
8. Parents have the right to a fair hearing if they are not satisfied with any judgment made by NCO/RCCC.

PARENT PROGRAM RULES AND POLICES (Continued)

STUDENT PARENTS:

1. Student parents must be re-certified and/or verify that they are engaged in vocational training/education at the beginning of each semester or quarter.
2. NCO/RCCC does not pay for care during semester breaks and/or summer vacations unless you are working or have another need.
3. If the basis of need as stated on the application for services is vocational training, leading directly to a recognized trade, paraprofession, or profession, child care and development services shall be limited, to whichever expires first:
 - a) six years from the initiation of services pursuant to this section; or
 - b) twenty four semester units, or its equivalent, after the attainment of a bachelor's degree.
4. Continuation of services based on training is contingent upon making adequate progress. To make adequate progress each quarter, semester, or training period, as applicable, the parent shall, in the classes for which subsidized care is provided:
 - a) In a graded program, earn a 2.0 grade point average; or
 - b) In a non-graded program, pass the program's requirements in at least 50% of the classes.

The first time the parent does not meet the above requirements the parent may continue to receive services for one additional quarter, semester, or training period, as applicable, to improve the parent's progress. At the conclusion of that session, the parent shall, in the classes for which subsidized care was provided, have made adequate progress. If the parent has not made adequate progress, services for this purpose shall be terminated.
5. NCO/RCCC requires an education plan for all student parents. The education plan may come from your counselor, teacher, faculty member, etc.
6. Study time, including study time for on-line and televised instructional classes is authorized according to the following:
 - a) Two hours per week per academic unit in which the parent is enrolled,
 - b) On a case-by-case basis and as may be confirmed with the class instructor, additional time not to exceed one hour per week per academic unit in which the parent is enrolled; and
 - c) On a case-by-case basis, no more than the number of class hours per week for non-academic or non-unit training.
7. On-line or televised instructional classes that are unit bearing classes from an accredited training institution shall be counted as class time at one hour per week for each unit. The parent shall provide a copy of the syllabus or other class documentation and, as applicable, the Web address of the on-line program. The accrediting body of the training institution shall be among those recognized by the United States Department of Education.
8. Travel time shall be limited to no more than four hours per day depending on the total amount of training hours authorized.

SELF-EMPLOYED PARENTS:

NCO/RCCC reserves the right to limit the number of days and hours of child care allotted for self-employed parents based on the documented need the parent supplies our agency. Self employed parents will have to provide documentation of their need. For example, if you are a housekeeper, you must supply NCO/RCCC with a list of your clients along with receipts/dates of payments. The nature of the work must preclude the supervision of the family's child(ren). Self-employed parents may provide income tax returns to verify income (or quarterly Profit and Loss Statements until the first year's tax return is filed).

RELEASE OF INFORMATION:

NCO/RCCC is authorized to discuss and exchange information regarding the family's child care services and eligibility with other agencies/entities as appropriate (i.e., DSS/HHSA, CPS, employers, schools, child care providers, colleges, physicians, etc.). Information about the parent's eligibility may be reviewed by representatives of the State of California, the Federal Government, independent auditors, or others as necessary for the administration of the program.

FAMILY FEE POLICY

The state requires that certain families pay fees to NCO/RCCC on a sliding scale basis.

1. The family fee is based on:
 - gross income, including all wages, salaries, commissions, tips, overtime and bonuses, alimony, child support, social security income, lottery winnings, settlements, inheritances, unemployment compensation, disability insurance, public cash assistance, revenue sharing (per capita) etc.;
 - number of family members; and,
 - number of hours scheduled for child care.
2. The family fee is charged on one child per family -- the child who receives the greatest number of hours of care per day.
3. If your child(ren) attends more than one NCO Subsidized Child Care Program or any other CDE subsidized program, you will only be assessed a family fee through one program. The parent would have to submit a copy of their bill from the other subsidy program, along with a receipt that it was paid or a copy of the canceled check.
4. The family is charged a daily fee. A part-time fee is charged for less than 6 hours per day, and a full-time fee is charged for 6 hours or more per day.
5. The fee assessed and collected shall be the least of the fee indicated on the Child Development Division fee schedule, or the actual costs of services, but not to exceed the applicable regional market rate ceiling for the type of care provided.

BILLING:

1. Parents will receive a bill for their family fee each month.
2. Fees are due by the 15th of each month.
3. If a parent who is enrolled on a subsidized child care program through NCO/RCCC must pay a provider privately for child care which meets their eligibility and need criteria:
 - NCO/RCCC shall grant a fee credit equal to the amount paid to the other provider, if a valid receipt is received by the 15th of the month after care was provided. This amount cannot exceed the maximum benefit level allowed by the Regional Market Rate Survey or the actual family fee for that month.
 - the fee credit will be applied to the family's subsequent fee billing period.
 - the family will not be allowed to carry over the fee credit beyond the family's subsequent fee billing period.
 - fee credit shall NOT be given for any costs the parent pays the provider above what NCO/RCCC pays.
4. Parents will be billed for any bank charges incurred by NCO/RCCC as a result of a check that is returned for insufficient funds. Parents who have a check returned for insufficient funds will be required to pay their family fees with a money order or certified bank check from that time forward.

DELINQUENT FEES:

1. **Fees become delinquent if not paid by the 15th of the month.**
2. If fees are delinquent, a termination notice will be given after the 15th of the month stating that services will terminate 14 days after the date of notice, or 19 days after the date of notice if mailed, unless fees are paid in full or a special payment arrangement is made.
3. Parents who receive more than three delinquency notices in a twelve-month calendar period may be terminated.
4. If a parent is unable to make their family fee payment in full, they may make arrangements for a payment schedule. Parents should call the Ukiah office and speak directly to their Subsidized Payment Coordinator in order to set up a payment schedule. If parents do not contact the Subsidized Payment Coordinator or do not pay their balance due, they will be terminated from the program and their file may be forwarded to a collection agency.
5. Upon termination of services for non-payment of delinquent fees, the family shall be ineligible to reapply for child care services until all delinquent fees are paid in full.

OTHER NCO/RCCC PARENT RULES AND POLICIES

LIMITED TERM SERVICE LEAVE:

A limited term service leave may be granted, per parent request, for up to 12 consecutive weeks. The payment of child care services will not occur during the limited term service leave.

When a parent is on maternity or medical leave and leave has been verified, up to 16 consecutive weeks are permitted.

SEEKING EMPLOYMENT:

Child care for seeking employment is limited to 60 working days during the contract period. Services shall occur on no more than five days per week and for less than 30 hours per week. The period of eligibility shall start on the day authorized by NCO/RCCC and extend for consecutive working days. If the parent has concurrently received services based on employment or vocational training for at least four weeks while receiving services for seeking employment, eligibility for seeking employment may be extended for an additional 20 days. For these families, services for this purpose shall not exceed 80 days during the contract period. Documentation of seeking employment shall include a parental request documented on the application for services that identifies the days and hours of services needed per week for seeking employment. NCO/RCCC Subsidy Specialists shall determine the number of weeks and the number of days and hours per week for services based on the documentation. During the period of authorization and as necessary to verify need, NCO/RCCC may request that the parent provide, no more than once a week, a description of the activities he or she has undertaken while seeking employment and, as appropriate, may require additional documentation. **The limitation for families participating in CalWORKs shall be in accordance with the approved welfare to work plan.**

INDEPENDENT STUDY/HOME SCHOOLING:

Children who are **expelled** from school are not eligible for child care during normal district operating hours. However, a school aged child who is enrolled in an independent study program may be eligible under the following conditions; provide proof of the educational curriculum and hours of operation of the program the child is enrolled in, along with a Private School Affidavit which states that the schooling is accredited. Eligibility of the school age child would be the hours of certified need before and after the educational curriculum and hours of operation of the alternative program.

RIGHT TO DENY SERVICES:

If a parent has been found guilty of committing fraud on any other subsidized program(s), NCO/RCCC reserves the right to deny services.

IN-HOME SUPPORT SERVICES:

Child care hours for parents who work for In-Home Supportive Services (IHSS) will be limited to Monday through Sunday from 7:00 a.m. to 6:00 p.m. unless the IHSS Contractor states other specific needs.

IN-HOME CHILD CARE POLICY:

1. The Internal Revenue Service considers in-home child care to be similar to in-home domestic help in that the parent who uses an in-home child care provider is seen as the *employer* of the child care provider.
2. Parents are required to become the employer of record and submit the following documentation to NCO/RCCC that they are the employer and are making up the difference that NCO/RCCC does not cover to meet minimum wage requirements:
 - A copy of a Workers Compensation policy that the parent has taken out for the employee, and
 - A copy of required documents the parent has filed with the:
 - a) Internal Revenue Service,
 - b) Franchise Tax Board,
 - c) Social Security Administrationindicating that they are an employer and will be withholding income tax, social security tax, and additional withholdings as required by the federal government from the provider's pay, and
 - A copy of a paycheck that delineates withholdings and indicates that the parent is paying minimum wage is required each month before the providers payment will be released by NCO/RCCC.

AUTHORIZED SLEEP HOURS:

Authorized sleep hours are considered to be if the parent is employed anytime between 10:00pm and 6:00am, not to exceed the number of hours authorized for employment and travel between those hours.

TERMINATION OF SERVICES TO FAMILIES

Child care subsidies will be terminated under the following circumstances:

1. Family eligibility ends;
2. Program funding is reduced or terminated;
3. Nonpayment of fees owed to NCO/RCCC;
4. Failure to follow program rules;
5. Falsification of information or fraud;
6. Child reaches the maximum age limit allowed by the funding source in which they are enrolled;
7. Failure to establish need for services;
8. Failure to use child care services;
9. Failure to provide necessary documentation for services;
10. Lack of cooperation with NCO/RCCC staff;
11. Failure to submit required information/documentation;
12. Continuously failing to keep appointments;
13. Non-compliance with any program rule which would prevent NCO/RCCC from complying with funding source or audit requirements;
14. Any threat or abuse affecting the well-being of an NCO/RCCC employee and/or child care provider;
15. Criminal conduct or theft of any kind involving NCO/RCCC staff or NCO/RCCC locations;
16. Use or being under the influence of alcohol or illegal drugs on the premises of any NCO/RCCC locations;
17. Carrying illegal firearms or any other dangerous weapons on the premises of any NCO/RCCC locations;
18. If a family has an excessive amount of unexcused absences, NCO/RCCC can terminate the family as this reflects a lack of need for child care. Excessive absences are defined on page 14.

Families who are terminated due to failure to follow program rules shall remain ineligible to receive child care services for a period of one year. Families have the right to request reinstatement to an eligibility list at the end of the period in which they were not allowed to participate.

Families terminated due to carrying illegal weapons onto NCO/RCCC premises, threatening staff, theft or fraud including falsification of information will be permanently ineligible to receive subsidized child care services.

Definition of child care fraud includes but is not limited to; child in care when need has ceased, increased earnings not reported, care requested when adult in home, cash aid fraud, parent/employer collusion to falsify work, false statements that affect eligibility or payment, failure to report changes in household, work, etc. within 5 calendar days, absent parent is in the home, child is not a dependent of parent, parent receives more than one subsidy for same service, provider receives payment for services rendered by another, provider claims hours of care not provided, signature on attendance claim doesn't match parent's or provider's, provider receives in home supportive services from parent, misuse of evening/weekend adjustment, falsifying relationship to child to avoid Trustline, provider over licensed capacity, provider also on cash aid and fails to report income or parent/provider collusion.

The burden of proof is on the client – not the Agency. If a client cannot prove they are eligible for child care services, the Agency does not have an obligation to serve them.

PROVIDER PROGRAM RULES

“**FACILITY**,” when referred to in the following text, means a licensed Family Child Care Home, Licensed Center, or Single Family-Exempt Provider, unless otherwise specified.

When a **FACILITY** accepts a child through an NCO/RCCC Subsidized Child Care Program, s/he is agreeing to the following terms:

1. NCO/RCCC agrees to certify children as eligible for state and federal subsidized child care.
2. NCO/RCCC agrees to refer eligible children to a Licensed **FACILITY**, pursuant to the NCO/RCCC referral policy. The **FACILITY** must meet all state requirements and have a current license prior to any children being referred.
3. Final selection of the placement of children in child care is parental choice within the available choices of providers for the county. NCO/RCCC is not involved in the placement of children.
4. The facility does not discriminate on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability in determining which children are served. There is evidence that the facility:
 - a) Welcomes the enrollment of children with disabilities.
 - b) Understands the requirement of the Americans with Disabilities Act (ADA) to make reasonable accommodations for such children and implements those accommodations.
 - c) Refrains from religious instruction or worship while providing child care to a child receiving state subsidized funding. A child may not be rejected by the **FACILITY** for any of the above reasons.
5. Each child involved by this Agreement shall have personal rights, which include, but are not limited to, the following:
 - a) To be accorded dignity in personal relationships with staff and other persons.
 - b) To be accorded safe, healthful and comfortable accommodations, furnishings and equipment to meet their needs.
 - c) To be free from corporal or unusual punishment, infliction of pain, humiliation, intimidation, ridicule, coercion, threat, mental abuse or other actions of a punitive nature, including, but not limited to, spanking or hitting (**regardless of parental permission**), interference with daily living functions, or withholding of shelter, clothing, medication or aids to physical functioning.
6. The **FACILITY** must allow parents/guardians unlimited access to their children while in care.
7. The **FACILITY** acknowledges its status as an independent contractor. The **FACILITY** is and will remain an independent contractor in (his or her) relationship to NCO/RCCC. NCO/RCCC shall not be responsible for withholding taxes or deductions to the **FACILITY'S** compensation. The **FACILITY** shall have no claim against NCO/RCCC for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
8. NCO/RCCC is not responsible for any applicable taxes or deductions.
9. The **FACILITY** agrees to maintain the attendance sheets as follows on a daily basis according to NCO/RCCC standard procedures. (Refer to instructions on back of the attendance sheet and/or page 5 of the Parent Handbook).
 - a) Attendance sheets will be signed in and out on a daily basis by the person who drops off or picks up the child. Exact times in and out must be written in by the person picking up and dropping off the child on a daily basis. Signing the attendance sheet is a co-responsibility between the **FACILITY** and the parent or guardian. If attendance sheets are incomplete when submitted for payment, they will be returned to the **FACILITY** for completion. Payment to the **FACILITY** may be delayed if the attendance sheets are incomplete when submitted for payment and have not been returned to NCO/RCCC with complete signatures by the due date.
 - b) Attendance sheets **must be turned in on or before the due date** listed on the Provider Payment Schedule (usually the 5th day of the month following care).
10. Payment will be on a monthly basis. Attendance sheets not received by the due date may result in a delayed payment. Because NCO's fiscal year closes on June 30th, June attendance sheets not received by the due date **will** result in a **denied** payment.

PROVIDER PROGRAM RULES (CONTINUED)

11. The rate NCO/RCCC will pay the **FACILITY** will be the lesser of the rate normally charged by the **FACILITY**, or the maximum benefit level allowed by the Regional Market Rate Survey based on the parents certified need for child care.
 - a) The rate NCO/RCCC will pay the **FACILITY** will be indicated on the child care certificate. If a difference between the maximum benefit level allowed by the Regional Market Rate Survey and the **FACILITY** rate exists, then a co-payment will become the responsibility of the parent or guardian.
 - b) The co-payment shall be paid directly to the **FACILITY** by the parent or guardian. **This will not be accounted for by NCO/RCCC.**
12. NCO/RCCC will not be responsible for payment of hours beyond those specified on the child care certificate unless prior authorization is obtained. If a change occurs in the days and/or hours that child care is needed, it must be reported to NCO/RCCC within five (5) calendar days. At the time of the change, a new child care certificate will be written with the changes. The new child care certificate will supersede any previous certificates regardless of any **FACILITY** policies.
13. Absences will not be paid for child care certificates that state to pay actual days and hours used regardless of any **FACILITY** policies.
14. The **FACILITY** will be paid based on actual days of attendance (i.e., no payment for absences, including 2-week notices) unless a child care certificate exists that the "pay enrolled attendance only" box is selected on the certificate which authorizes specific days and hours, the **FACILITY** is licensed and has a written contract with all parents of the children they serve which clearly states their rates and policies. However, there are limitations to absences, best interest days, and holidays. See Parent/Provider Handbook page 14 for limitations.
15. NCO/RCCC does not pay for care during the parent/guardian's semester breaks and/or summer vacations unless you are working or have another need.
16. The **FACILITY** is responsible for notifying NCO/RCCC of any registration fees due on attendance sheets for that month.
17. The **FACILITY** must give NCO/RCCC one month's written notice of any rate increase; however, the licensed facility is limited to altering their rate levels for subsidized children once every twelve months.
18. In the event of a temporary interruption of NCO's regular payments received from the State of California, payment to the **FACILITY** may be delayed.
19. This Agreement may be terminated by either party for any reason by giving written notification at least two weeks in advance, or by the mutual agreement of the parties.
20. If the **FACILITY** has a written agreement on file with NCO/RCCC indicating that they charge private-pay families an end-of-care notice, NCO/RCCC will not pay more than a two-week notice. If a child is absent without giving notice, the two weeks begin on the first day of the child's absence. Any additional charges from the **FACILITY** are the responsibility of the parent.
21. This Agreement may be terminated without prior notice from NCO/RCCC under the following circumstances:
 - a) If emergency conditions exist,
 - b) If the **FACILITY** loses its license,
 - c) If the **FACILITY** intentionally misrepresents itself in any documentation submitted to NCO.

ADDITIONAL PROGRAM RULES FOR LICENSE-EXEMPT PROVIDERS

1. The **LICENSE-EXEMPT PROVIDER** must meet all state requirements for being exempt from licensure. If at any time these requirements are not met, NCO/RCCC will immediately cease subsidizing payments and this Agreement will terminate.
2. When required, the **LICENSE-EXEMPT PROVIDER** must complete all Trustline documentation.
 - a) This Agreement will be terminated if all required Trustline documents have not been returned to NCO/RCCC within the required 28 day time period.
 - b) Payments to the **LICENSE-EXEMPT PROVIDER** will cease within 19 days if, for any reason, the Department of Justice denies the Trustline documents.
 - c) For the CalWORKS stage one child care funds, license-exempt child care providers must clear the Trustline registry through the Department of Justice and the Health and Safety self certification requirements **before payments will be made.**
 - d) NCO/RCCC will not contract with the **LICENSE-EXEMPT PROVIDER** if any person residing in the household is known to have been denied Trustline and/or is known to be a registered sex offender.
3. A License-Exempt Provider is a person who is not required to be licensed. License-Exempt Providers may care for their relatives along with one non-related family. However, NCO/RCCC policy shall only allow payment to one family's children regardless of their relationship and the days and times the child care is being provided. The definition of "one family" for NCO/RCCC subsidy purposes is one "client family".
4. License-Exempt Providers are required to provide NCO/RCCC with a copy of their California Driver's License or California Identification Card along with a copy of their Social Security Card.

OTHER NCO/RCCC RULES

IN-HOME SUPPORT SERVICES:

NCO/RCCC will not pay for child care to a provider receiving In-Home Support Services (IHSS).

PROVIDER IS WORKING AT ANOTHER JOB:

NCO/RCCC will not pay a child care provider for care of a child while the provider is working at another job.

ABSENCE, BEST INTEREST AND HOLIDAY LIMITATIONS

- Absences will not be paid for contracts that specify “pay actual attendance only.”
- Absences will not be paid to exempt child care providers.
- Licensed providers who have a contract which requires payment for absences will be paid in accordance with their usual and customary policies, up to the maximum benefit level NCO/RCCC can pay, and based on the child’s certified need for child care.
- Specific reason for absence must be indicated on the appropriate date on the attendance sheet and be signed by the parent. There must be a signature and reason stated on every day that the child is scheduled to receive care or payment will not be made.
- If a child is absent for more than 5 days, the provider must notify NCO/RCCC.
- If a parent’s care schedule has changed and the provider has not received a new child care certificate indicating this change, the provider must notify NCO/RCCC within 5 calendar days.

NCO/RCCC may pay for absences if you are a licensed child care provider, have a written contract on file with our agency stating you charge for such absences, and have a child care certificate that has the “pay enrolled attendance only” box selected authorizing specific days and hours. However, there are limitations to the amount and type of absences that may be paid.

If the child is absent from child care, the date, reason and signature of the parent verifying the absence must be noted on the attendance sheet. Families are limited in the number of excused, unexcused and best interest absences used per fiscal year (July 1-June 30).

Excused absences include:

- Illness of the child (must be specific; ie: cold, flu, fever, etc.)
- Illness of the parent
- Family emergency (must be specific; ie: death in family, auto accident, court dates, etc.)
- Court ordered visitation with the non-custodial parent (court order must be in the family file)

Unexcused absences include:

- Anything not listed above (i.e. soccer practice, playing at a friend's house, etc.)

Note: excessive absences demonstrate a lack of need for child care. If a child is absent for more than 5 days per month, documentation will be necessary to have in the family file to verify the specific reason for the absence or the contract may be reduced to reflect the actual hours of care needed.

Best Interest absences include:

- Parent’s work vacation
- Other time spent **with family members** which is in the best interest of the child

Best interest days are limited to 10 days per fiscal year (July 1-June 30). Families will be responsible to pay privately for any best interest days used above the 10 day limitation.

Licensed Providers are limited to 10 Holiday/Vacation/Non-Operation days combined per fiscal year (July 1-June 30). However, the Holidays and/or vacation day must be a day of scheduled care for the child, the provider must have a written contract on file stating the specific holidays they charge for and have a child care certificate that has the “pay enrolled attendance only” box selected authorizing specific days and hours. The providers’ written contract must also state they charge for their own vacation.

Payment to an alternate provider when the child is ill and unable to attend the primary provider’s facility shall be limited to 10 days per fiscal year. Reimbursement may be made above the 10 days based upon the child’s illness, but the parent must submit a note from the physician along with the attendance sheet verifying the days of illness.

TERMINATION OF SERVICES TO PROVIDERS

NCO/RCCC may choose to cease paying for child care services if a provider:

1. Fails to follow program rules;
2. Fails to provide required NCO/RCCC documentation;
3. Falsification of information or fraud;
4. Does not cooperate with NCO/RCCC staff;
5. Endangers the safety of the child/ren in his/her care;
6. Is denied through the Trustline process;
7. Loses his or her facility license;
8. Charges NCO/RCCC a higher amount than that charged to parents who are not subsidized;
9. Uses or is under the influence of alcohol or illegal drugs on the premises of any NCO/RCCC location;
10. Is involved in criminal conduct or theft of any kind involving NCO/RCCC staff or NCO/RCCC locations;
11. Makes any threat affecting the well-being of an NCO/RCCC employee, or parent or child receiving subsidized services through NCO/RCCC;
12. Carries illegal firearms or any other dangerous weapons on the premises of any NCO/RCCC location;

Providers terminated due to carrying illegal weapons onto NCO/RCCC premises, threatening an NCO/RCCC employee or parent or child receiving subsidized services through NCO/RCCC, theft, or fraud including falsification of information, shall be deemed permanently ineligible to receive payment through NCO/RCCC.

NCO/RCCC PROGRAM POLICIES

CONFIDENTIALITY OF SERVICES

The use or disclosure of all information pertaining to the child and his/her family shall be restricted to purposes directly connected with the administration of the program. In cases of request for information from the parent(s) of enrolled children, only minimal information pertaining to the child shall be released at a reasonable time and place.

Parents and providers should be aware that the various programs of NCO/RCCC (i.e., Subsidized Child Care, Resource and Referral (R&R), Child Care Food Program (CCFP), etc.) regularly exchange information regarding parents and providers. For example, if a provider lists a different rate with Resource and Referral than they list with the Subsidized Programs, staff will investigate the discrepancy. If Child Care Food Program paperwork shows attendance that differs from attendance that is reported to the Subsidized Programs, the situation will be investigated.

NCO/RCCC also reserves the right to discuss and exchange information regarding a parent's/provider's child care eligibility and services with other agencies as appropriate (i.e., DSS/HHSA, CPS, employers, schools, child care providers, colleges, physicians etc.). Information about a parent's eligibility may be reviewed by representatives of the State of California, the Federal Government, independent auditors, or others as necessary for the administration of the program.

SUPPORTIVE SERVICES TO FAMILIES

NCO/RCCC Subsidized Programs are parental choice programs and are intended to meet the developmental needs of children and families, and to support quality child care. A variety of resources are available through each NCO/RCCC area office. Resources include a toy-and resource-lending library, information on choosing quality child care, child development stages, discipline, etc. They also have information on other community service agencies. If you would like assistance, call your local Resource and Referral Specialist.

DECLARATION OF OPERATION AND NON-DISCRIMINATION

NCO/RCCC operates in accordance with all applicable state and federal laws. NCO/RCCC operates on a non-discriminatory basis and gives equal treatment and access to services without discrimination on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability in determining which children are served. NCO/RCCC gives equal treatment and access to services to children with disabilities, understands the requirement of the Americans with Disabilities Act (ADA) to make reasonable accommodations for such children, implements those accommodations and refrains from religious instruction or worship.

UNIFORM COMPLAINT POLICY

If you feel this facility has violated State or Federal Law, contact:

**Uniform Complaint Policy Officer
California Department of Education
Child Development Division
1430 N Street, Suite 3410
Sacramento, CA 95814**

All complaints must be made in writing and the proposed law violated must be cited.

COMPLAINTS CONCERNING FACILITIES

LICENSED FACILITIES (CARE DONE BY FCCH AND CENTERS)

NCO/RCCC reserves the right to notify all parents receiving subsidy of a serious complaint that pertains to the safety of children in a provider's care. In addition NCO/RCCC may cease payment to the facility. Care may resume at the parent's discretion after the complaint is investigated by licensing and they have made their determination. Please see the NCO/RCCC Referral Policy and Complaint Procedures brochure for further information.

OLIVER'S LAW

As a parent, you have the right to get information about any substantiated or inconclusive complaints about a child care provider that you select for your child. That information is public and you can get it by calling the local licensing office.

- The licensing agency for Family Child Care Homes in **Mendocino County** is the Health and Human Services Agency (MCHHSA). Their number is **(707) 467-5805**.
- The licensing agency for all Child Care Centers and Family Child Care Homes in **Lake County** is the Department of Social Services Community Care licensing in Santa Rosa. Their number is **(707) 588-5026**.

LICENSE-EXEMPT FACILITIES (CARE DONE BY RELATIVES AND NON-RELATIVES)

Parents with children in license-exempt care may make a complaint against the license-exempt provider using the following process:

1. The complaint must be written and shall include the nature of the complaint, the date and approximate time of occurrence and the name and address of the provider about whom the complaint is made and shall be signed by the parent. Only complaints received about health and safety noncompliance will be accepted. These complaints shall be deemed substantiated solely by the parent's written declaration.
2. Upon receipt of a complaint, NCO/RCCC shall inform the license-exempt provider of the parent's complaint and inform the provider of the provider's right to submit a written rebuttal. NCO/RCCC must also notify the parent and the provider that payments will cease in fourteen (14) days unless a written declaration signed by both parties has been received by NCO/RCCC stating that the health and safety deficiency has been corrected. NCO/RCCC will also advise parents that serious health and safety concerns should be referred to the appropriate child protective services unit of the county welfare department.

NCO/RCCC must maintain a record of parental complaints concerning a license-exempt provider's failure to meet the health and safety standards as specified in the Health and Safety Self-Certification. Upon receiving an inquiry from the public about a specific license-exempt provider, NCO/RCCC will provide information regarding the general nature of the complaint and whether or not the provider submitted a rebuttal.

NCO/RCCC FRAUD POLICIES

NCO/RCCC RESPONDS TO AND INVESTIGATES ALL COMPLAINTS, ANONYMOUS TIPS AND SUSPICIONS REGARDING CLIENT OR PROVIDER FRAUD

PARENT FRAUD POLICY:

The California Department of Education requires NCO/RCCC to inform all families that if they receive child care funds or services by providing fraudulent information or incomplete information, NCO/RCCC shall actively pursue recovering the funds paid out for the child care services. The Fraud Policy statement is included within the Subsidized Child Care Program Rules, which the parent signs at the time of initial enrollment and at each re-certification appointment. The parent's signature verifies that s/he understands the policy.

Definition of child care fraud includes but is not limited to; child in care when need has ceased, increased earnings not reported, care requested when adult in home, cash aid fraud, parent/employer collusion to falsify work, false statements that affect eligibility or payment, failure to report changes in household, work, etc. within 5 calendar days, absent parent is in the home, child is not a dependent of parent, parent receives more than one subsidy for same service, provider receives payment for services rendered by another, provider claims hours of care not provided, signature on attendance claim doesn't match parent's or provider's, provider receives in home supportive services from parent, misuse of evening/weekend adjustment, falsifying relationship to child to avoid Trustline, provider over licensed capacity, provider also on cash aid and fails to report income or parent/provider collusion.

1. Any fraudulent, false or misleading information provided to NCO/RCCC regarding employment, income, status as a student or enrollment in a training program, or eligibility relating to medical incapacitation will be grounds for termination and will be cause for NCO/RCCC to recover funds.
2. Any of the following could constitute fraud:
 - a. Failure to report accurate information regarding wages (including commissions, tips, overtime and bonuses, etc.), social security income, lottery winnings, settlements, inheritances, child support, alimony, unemployment compensation, disability insurance, public cash assistance, revenue sharing (per capita) or any other income required to document eligibility and family fees.
 - b. Failure to report loss of employment within five (5) calendar days of the last day of employment.
 - c. Failure to report a change in employment due to temporary lay-off and/or medical leave.
 - d. Failure to report changes in family size.
 - e. Failure to report changes or discontinuance in school or a training program.
 - f. Inaccurate reporting of actual attendance days of child care on the attendance sheet. If the provider and/or parent signs that care was provided for days when it was not, NCO/RCCC will recover funds from the parent and/or provider.
 - g. Falsified, misleading or inaccurate documentation regarding training programs, schools, medical incapacitation, employment and/or income.
3. If a parent provides fraudulent or incomplete information regarding the eligibility or need for child care and the family is no longer eligible, the following will happen:
 - a. The parent/family will be terminated from the program, **and**
 - b. The parent/family will be billed for the child care NCO/RCCC has paid for during the period of the family's ineligibility.
4. If a parent fails to disclose changes in income such as raises, bonuses, tips, child support, public cash assistance or any income that would affect their eligibility or family fee and the family is still eligible, the following will happen:
 - a. The parent will have to document the date when the raise or change of income occurred,
 - b. If the parent refuses to pay the extra amount of the fee, the family will be terminated and may be billed for the total amount that NCO/RCCC has paid for child care services.
5. Any family terminated for fraud is entitled to a fair hearing. If they lose their appeal, they will also be required to reimburse NCO/RCCC for any money received for care during the time the appeal was being heard and are permanently ineligible to receive child care services through NCO/RCCC.
6. NCO/RCCC will attempt to recover funds by developing a repayment plan with the parent. If the parent does not respond to the repayment plan or misses the payments as outlined in the repayment plan, a claim may be sent to a collection agency. If the parent still refuses to pay the claim, it may be referred to the District Attorney.
7. Families on Stage 1 or Stage 2 child care subsidy and/or families who are receiving cash aid will be referred to DSS/ Health and Human Services Agency Fraud Investigation Unit and may be referred to the District Attorney for providing fraudulent information.

The burden of proof is on the client – not the Agency. If a client cannot prove they are eligible for child care services, the agency does not have an obligation to serve them.

NCO/RCCC FRAUD POLICIES (Continued)

PROVIDER FRAUD POLICY:

In the event NCO/RCCC comes to believe that a provider received payment for child care services resulting from fraudulent or incomplete information, NCO/RCCC shall actively pursue recovering the funds paid out for the child care services.

Definition of child care fraud includes but is not limited to; child in care when need has ceased, increased earnings not reported, care requested when adult in home, cash aid fraud, parent/employer collusion to falsify work, false statements that affect eligibility or payment, failure to report changes in household, work, etc. within 5 calendar days, absent parent is in the home, child is not a dependent of parent, parent receives more than one subsidy for same service, provider receives payment for services rendered by another, provider claims hours of care not provided, signature on attendance claim doesn't match parent's or provider's, provider receives in home supportive services from parent, misuse of evening/weekend adjustment, falsifying relationship to child to avoid Trustline, provider over licensed capacity, provider also on cash aid and fails to report income or parent/provider collusion.

1. Any fraudulent, false or misleading information furnished to NCO/RCCC with regard to child care services provided will be grounds for termination from the program and will be cause for NCO/RCCC to recover funds.
2. Any of the following could constitute fraud:
 - a. Inaccurate reporting of actual days of attendance of child care and/or changing the reporting of days of actual attendance on the attendance sheet.
 - b. Failure to report loss of facility license.
 - c. Charging NCO/RCCC a higher rate than that charged to parents who are not subsidized.
3. If a provider submits fraudulent or incomplete information regarding payment of child care services and is no longer eligible to receive payment for child care services, the following will happen:
 - a. The provider will be terminated permanently from the Subsidized Child Care Program(s), **and**
 - b. NCO/RCCC will bill the provider for any payment of child care services the provider was not eligible to receive.
4. If a provider fails to disclose information and is still eligible to receive payment for child care services, the following will happen:
 - a. The amount that was overpaid will be deducted from the next payment cycle,
 - b. If the amount that was overpaid exceeds the amount of the next payment to the provider, the amount will be pro-rated and deducted from subsequent payments as necessary, **and**
 - c. If it cannot be determined that future payments will be sufficient to cover the overpayment, the provider will be billed for the amount.
5. Any provider terminated for fraud is entitled to a fair hearing.
6. NCO/RCCC will attempt to recover funds by developing a repayment plan with the provider. If the provider does not respond to the repayment plan or misses the payments as outlined in the repayment plan, a claim may be sent to a collection agency. If the provider still refuses to pay the claim, it may be referred to the District Attorney.
7. Providers serving families on Stage 1 or Stage 2 and/or families who are receiving cash aid will be referred to the Health and Human Services Agency Fraud Investigation Unit and may be referred to the District Attorney for providing fraudulent information.

GRIEVANCE PROCEDURES

PARENT GRIEVANCE PROCEDURES

Any subsidized parent has a right to a fair hearing if they are not satisfied with any judgment made by NCO/RCCC. The procedure is as follows:

STEP 1:

If the parent disagrees with an action as described on their notice of action, the parent may file a written request for a hearing with NCO/RCCC within fourteen (14) calendar days of the date the Notice of Action was received by the parent. The request should state if the parent needs an interpreter so that NCO/RCCC may make appropriate arrangements. Upon receipt of the request for a hearing, NCO/RCCC shall suspend the intended action until the appeal process has been completed. The appeal process is complete when all steps have been followed or when the parent abandons the appeal process.

STEP 2:

Within ten (10) calendar days following the receipt of the request for a hearing, NCO/RCCC will notify the parent of the time and place of the hearing. The time and place of the hearing shall, to the extent possible, be convenient for the parent. The NCO/RCCC Program Director or his/her designee, provided that the designee is at a staff level higher in authority than the staff person who made the contested decision, shall conduct the hearing. NCO/RCCC reserves the right to use legal counsel as appropriate.

The parent or parent's authorized representative is required to attend the hearing. If the parent or parent's authorized representative fails to appear at the hearing, the parent will be deemed to have abandoned his/her appeal. Only persons directly affected by the hearing shall be allowed to attend.

The NCO/RCCC Program Director or his/her designee shall explain to the parent the legal, regulatory, or policy basis for the intended action. During the hearing, the parent shall have an opportunity to explain the reason(s) he/she believes NCO/RCCC's decision was incorrect. NCO/RCCC staff shall present any material facts omitted by the parent.

STEP 3:

The NCO/RCCC Program Director or his/her designee shall mail or deliver to the parent a written decision within ten (10) calendar days after the hearing. This decision may be to uphold the initial action, place the parent on probationary status, or determine that the action was not warranted.

STEP 4:

If the parent disagrees with the written decision of the NCO/RCCC Program Director or his/her designee, the parent has fourteen (14) calendar days in which to appeal to the Child Development Division of the California Department of Education. To ensure that NCO/RCCC will not take the intended action on the date specified on the Notice of Action, the parent must advise NCO/RCCC of his/her intent to appeal to the state. If the parent does not submit an appeal request within fourteen (14) calendar days, including notifying NCO/RCCC, the parent's appeal process shall be deemed abandoned and NCO/RCCC may implement its intended action.

If the parent submits an appeal request, it shall specify the reason(s) why he/she believes NCO/RCCC's decision was incorrect. The parent shall submit a copy of NCO/RCCC's notice of intended action and written decision along with the appeal request. The Child Development Division will then follow its investigation or other procedures and render a final decision to be mailed or delivered within thirty (30) calendar days after receipt of the appeal request.

GRIEVANCE PROCEDURES (cont.)

PROVIDER GRIEVANCE PROCEDURES

If any provider has a grievance with a decision made by NCO/RCCC, the procedures below must be followed:

STEP 1:

The provider must discuss the grievance with the Child Care Subsidy Specialist or the Subsidized Payment Coordinator. If discussion does not resolve the matter, the provider must present his/her concern in writing to the NCO/RCCC Program Director or his/her designee within five (5) working days after the cause for the grievance has occurred. The written grievance should clearly state what the provider is objecting to and include a statement regarding what the provider believes would be a fair resolution to the matter. Failure to present the matter in writing within five (5) calendar days after the cause of the grievance shall bar presentation of the grievance thereafter.

The NCO/RCCC Program Director or his/her designee shall review the matter and respond in writing promptly.

STEP 2:

If the provider is not satisfied with the response of the NCO/RCCC Program Director or his/her designee, the provider may present the grievance in writing to the NCO Executive Director within five (5) calendar days after receipt of the written response of the NCO/RCCC Program Director or his/her designee. Copies of all writings and/or documents pertaining to the grievance shall accompany the written grievance to the NCO Executive Director.

The NCO Executive Director shall make such inquiry and investigation as is necessary in the circumstances, and shall make the final decision in the matter and present it to the provider and the NCO/RCCC Program Director or his/her designee in writing.

The following conditions apply to the use of the Provider Grievance Procedures:

- The aggrieved provider may be represented by another person of his/her own choosing at all steps of the grievance procedure. NCO/RCCC representatives may utilize professional assistance or counsel in the grievance proceeding.
- The time limit set forth in the grievance procedure may be extended by mutual consent of the parties or at the sole discretion of NCO/RCCC. Failure by the provider to meet the timelines, unless extended, will mean that the provider has abandoned his/her grievance and is barred from presentation of the grievance thereafter.
- No expenses of any kind incurred by the provider in the course of preparing or submitting the grievance shall be paid by NCO/RCCC.

PARENT INTRODUCTION TO THE FAMILY CHILD CARE NETWORK

What is the Family Child Care Network (The NETWORK)?

North Coast Opportunities Rural Communities Child Care (NCO/RCCC) Family Child Care Network (Network) assists parents with payment for Subsidized Child Care in Licensed Family Child Care Homes. It is provided to parents as an alternative to placing their child in a Subsidized Center-Based Program.

What are the benefits of choosing the Family Child Care Network Program?

By choosing a NETWORK Provider, a parent can expect that the Family Child Care Provider will provide their child with activities that are:

- Developmentally, linguistically, and culturally appropriate
- Supportive of their child's social and emotional development
- Encouraging their child's cognitive and language skills
- Promoting the physical development of their child
- Promoting and maintaining practices that are healthy and safe

NETWORK providers are required to provide nutritional meals that are based on guidelines set forth by the Federal Child and Adult Care Food Program at no additional cost to the parent.

When enrolled in the Network your child will receive on going monitoring of their developmental skills. This means Network Staff will be working with your Family Child Care Provider to develop activities that will support your child's learning as they grow and change.

In addition, twice a year you will be given the opportunity to meet one-on-one with Network Staff and your Family Child Care Provider to discuss your child's developmental progress and plan together for your child's success.

Can I choose any Licensed Family Child Care Home?

You will be provided with a list of providers who have agreed to meet specific program requirements that meet the required California Department of Education Guidelines.

How can I be sure that the Family Child Care Provider that I choose is providing the above services?

A NETWORK Child Care Provider is monitored in the following ways:

- Regular on-going visits from the Family Child Care Network Support Staff.
- Completion of an annual program evaluation with the Family Child Care Environmental Rating Scale (FDCERS). FDCERS looks at 32 quality indicators in 6 overall areas (Space & Furnishing, Basic Care, Language & Reasoning, Learning Activities, Social Development, and Adult's Need). These quality indicators take into account every aspect of the Family Child Care Environment. The Providers must maintain an overall score of 4 or higher in all 32 areas.
- On-going on-site training and support. The Network Providers are given suggestion on developmentally appropriate curriculum that includes training videos for loan, hand-outs and observational feedback. Additionally, trainings are open to all Family Child Care Providers through the NCO/RCCC Resource and Referral Program.
- Parents and Providers are surveyed annually regarding training and other supportive services that they might use.

FAMILY CHILD CARE NETWORK PROVIDER QUALITY STANDARDS

The quality standards detailed below will be used as the initial measures of quality for Family Child Care Providers who choose to contract with the NCO/RCCC Family Child Care Network.

The standards below reflect the guidelines set forth by the California State Department of Education, Child Development Division's General Center Contract Program Quality Standards.

The Quality Standards for Family Child Care Providers who contract with the NETWORK are as follows:

1. All licensing documentation must be current for each child enrolled in their program. This includes immunization records, emergency numbers, child's health physicals, etc. These documents will be reviewed during the initial contracting visit with the NETWORK and randomly thereafter at least once per year.
2. Provide meals and snacks based on the USDA Food Program at **no cost** to the parent. The Provider may meet this requirement in either of the two options:
 - Be enrolled and participating on the California Child Care Food Program **or**;
 - If the NETWORK provider chooses not to be enrolled on the California Child Care Food Program they will be required to post menus of the meals and snacks that they are providing to the children in a place visible to NETWORK Staff and parents. In addition, NETWORK Providers will receive a minimum of two unannounced visits per fiscal year (July-June) from the NETWORK Staff during meal time in order to monitor the quality and quantity of foods being served in the home.
3. NETWORK Providers must complete the Family Child Care Rating Scale annually. The scores on the scale must be a minimum of 4 in each area of the 32 item scale. If there are scores that are below 4, an action plan will be developed to assist the Provider in achieving the score of a 4 within a six-month time frame.
4. If the NETWORK Provider is not able or not willing to complete the steps necessary to reach a minimum score of 4, the Provider's Contract with the NETWORK will not be renewed and no further children receiving NETWORK funding will be placed in their care. In addition the Provider's name will no longer be included in NETWORK referrals given to parents.
5. The NETWORK Staff reserve the right to contact the Health and Human Services Agency (HHS) to review the complaints on file for Family Child Care Providers who are contracted with the NETWORK.
6. Willingness to assist the NETWORK staff with the completion of the Desired Results Developmental Profiles (DRDP) on all children enrolled for the NETWORK program.
7. Participate with regularly scheduled visits from NETWORK Staff to observe the enrolled children.

STANDARDS FOR PROBATIONARY STATUS AND TERMINATION OF FAMILY CHILD CARE NETWORK CONTRACTS

The Family Child Care NETWORK Manager will respond to complaints by referring them to the appropriate licensing agency, law enforcement or Child Protective Services.

- If NETWORK Staff observe a serious violation of California Community Care Licensing Regulations or is notified of a complaint from a parent or other sources, the NCO/RCCC Complaint Policies and Procedures will be followed.
- For serious substantiated violations (Temporary Suspension Orders), the Family Child Care NETWORK Program Provider Agreement will be terminated. The Provider will be notified by the NCO/RCCC Program Director in writing of a notice to terminate the NETWORK services. The Provider and the parent(s) will be notified in writing within two working days of MCDSS notifying NCO/RCCC Staff.

When a Family Child Care Network Provider does not meet the quality standards, the Provider will be given six months to correct the items out of compliance. During this time the Provider will be on probationary status and the following will apply:

- **No new NETWORK subsidized children will be placed in their care and the Provider's name will no longer be included in NETWORK referrals given to parents.**
- The NETWORK provider will receive a copy of the corrective action plan.
- The Family Child Care NETWORK Program will make unannounced visits to monitor the correction process.
- If there are new or continuing complaints or problems during the probationary period the NCO/RCCC Program Director may terminate NETWORK services. A two week notice to cancel the NETWORK services agreement will be given in writing to the Provider. Notices will also be sent to the parent(s) of the NETWORK children advising them of the need to choose another provider.*
- At the end of the probationary period a follow-up visit will be made by the Family Child Care NETWORK Staff. If the action plan is completed within the specified time frame, the Provider will return to regular contract status.

Note: If a Family Child Care Provider's NETWORK contract is terminated, the Family Child Care Provider will not be eligible to participate as a member of the NCO/RCCC Family Child Care NETWORK for a period of **one year from the date of termination. At the end of the **one year** period, if a provider is interested in participating with the NETWORK, the Provider will have to meet the quality guidelines that are in effect at that time.*