



SUBSIDIZED CHILD CARE PROGRAMS

Provider Information

This information has been updated to reflect State and Federal Funding Term requirements and includes NCO Governing Board Policies that were approved on 11/13/03, 7/8/04, 11/30/06, 10/24/12, 3/25/15, 12/6/17, 1/23/19 and 12/7/22.

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 childcare in Lake and Mendocino Counties.

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

The purpose of this information is to explain the program rules that providers need to follow and the paperwork that must be completed for authorized childcare services through NCO/RCCC Subsidized Child Care Programs.

NCO/RCCC OFFICES:

UKIAH AREA

413 N State Street
Ukiah, CA 95482
707-467-3200 Phone
707-467-3216 FAX

COAST

111A Boatyard Drive
Fort Bragg, CA 95437
707-964-3080 Phone
707-964-5594 FAX

LAKEPORT

401 Martin Street
Lakeport, CA 95453
707-263-4688 Phone
707-312-8218 FAX

CLEARLAKE

14290 Olympic Dr Suite A
Clearlake, CA 95422
707-994-4018 Phone
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GLOSSARY OF IMPORTANT TERMS

ABANDONMENT OF SERVICES

When a family has not been in communication with their provider for seven (7) consecutive days and has not notified the provider of the reason they are not using services.

ATTENDANCE SHEETS

Attendance sheets document the hours of childcare provided. They are used to calculate payment to the independent contractor of the parent's choice. Blank attendance sheets are available to be picked up at each NCO/RCCC office or they can be printed directly from the NCO website at ncoinc.org

BROADLY CONSISTENT USE

The hours of childcare reflected on the monthly attendance record is within the parameters of the parent documented certified schedule with NCO/RCCC.

CALENDAR YEAR

January 1st through December 31st

CHILD CARE CERTIFICATES

The childcare certificate consists of the dates childcare services are scheduled to begin and end, the childcare hours authorized, and the maximum allowable benefit level for each child based on the certified schedule of the parent.

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 Social Services. The purpose of the program is to improve the health and eating habits of children in family childcare homes at no cost to the parents. The program also helps offset the rising cost of food served by the provider with meal reimbursements, subsequently reducing the cost of childcare to parents.

CHILD CARE SUBSIDY CASE MANAGERS

Child Care Subsidy Case Managers 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 Case Managers. Phone numbers of local NCO/RCCC offices can be found on the front page of this handout.

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. Any co-payment 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.

FISCAL YEAR

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

FRAUD

Definition of childcare fraud includes but is not limited to; parent/employer collusion to falsify eligibility, false statements that affect payment, provider receives payment for services rendered by another, provider claims hours of care not provided, signature on attendance sheet doesn't match parent's or provider's, provider receives in-home supportive services from parent, and falsifying relationship to child to avoid TrustLine.

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 childcare 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.

GLOSSARY OF IMPORTANT TERMS (CONTINUED)

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 childcare 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 Social Services. This program provides parents with referrals to licensed childcare facilities and assists them to understand the importance of choosing quality childcare. The Resource and Referral Program also provides ongoing training and assistance to childcare facilities in Lake and Mendocino Counties. NCO/RCCC offices have resource libraries available.

RURAL COMMUNITIES CHILD CARE (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 and Referral Program, and the Child Care Food Program.

SUBSIDIZED CHILD CARE PROGRAMS

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

SUBSIDIZED PAYMENT COORDINATORS

Subsidized Payment Coordinators are responsible for the monthly calculation and disbursement of provider payments, maintaining provider files along with billing and collecting family fees for the Subsidized Child Care Program.

TRUSTLINE

A License-Exempt Provider who is not the grandparent, aunt or uncle of the child must be TrustLine registered. TrustLine is a background check which 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. Exempt Providers who are required to be TrustLine registered and who are not, cannot be reimbursed for services.

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 and Foster Bridge Program childcare funds, License-Exempt childcare providers must clear the TrustLine registry through the Department of Justice and the Health and Safety self-certification requirements before payments will be made and may be backdated up to 120 days.

If the License-Exempt TrustLine Provider (with the exception of CalWORKS Stage One and the Foster Bridge Program) does not clear the TrustLine Registry within the first 30 days of the first day of childcare services, payment will not be made for that time period.

UNEXPLAINED ABSENCES / NON-USE OF CERTIFIED SERVICES

Unexplained absences are determined to be days that are consistently not used that do not have an explanation noted on the attendance sheet showing the absence is temporary in nature and not ongoing. NCO/RCCC will work with families and providers to inform parents of the importance of consistent attendance for their child in order to maximize the benefits of their early learning and care experience.

INTRODUCTION

Briefly, the Subsidized Child Care Programs work as follows:

1. Parents interested in receiving subsidized childcare should call or visit their local NCO/RCCC office to find out how to receive childcare services, at which time they are required to fill out an application and are placed on the eligibility list.
2. As funding becomes available, parents are contacted by an NCO/RCCC Child Care Subsidy Case Manager 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 childcare facility is parental choice. NCO/RCCC is not involved in the placement of children. A parent may choose from a variety of childcare settings; however, the care must be appropriate to the parent's needs.
6. If the parent is unable to find a childcare 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 childcare subsidies.

- Upon establishing initial eligibility or ongoing eligibility for services, a family shall be considered to meet all eligibility and need requirements for those services for not less than twelve (12) months.
- At the end of a family's Eligibility Period, whether a 12-month or a 24-month Eligibility Period, a recertification must be completed with all requested documents/verification to re-determine your need and eligibility. Families will receive prior notification of the timeline for this re-certification.
- The family shall not be required to report changes to income; except when families are certified as income eligible, and their adjusted monthly income exceeds 85% of State Median Income (SMI).
- NCO/RCCC will work with families and providers to inform parents of the importance of consistent attendance for their child in order to maximize the benefits of their early learning and care experience.
- Follow program rules.

CHILD CARE CERTIFICATE

The childcare certificate is issued to families with eligible children and contains the following information:

- The dates childcare services are scheduled to begin and end,
- The childcare 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 schedule 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 childcare services:

1. The named provider's paperwork must be on file at the NCO/RCCC office.
2. The childcare certificate must be properly completed and signed by:
 - a) An authorized NCO/RCCC staff member, and
 - b) The parent named on the childcare certificate, and
 - c) The provider named on the childcare certificate
3. The childcare 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.
5. Childcare 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 childcare certificates are issued to modify previous childcare 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 childcare certificate
6. NCO/RCCC will not be responsible for payment of hours beyond those specified on the childcare 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, 2-week end-of-care notice, late charges, hours not listed on the childcare certificate, etc.).

ATTENDANCE SHEET INSTRUCTIONS

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

- Attendance sheets are available at any NCO/RCCC office and are also located on the NCO website and may be accessed by following the below steps:
 1. Log on to www.ncoinc.org
 2. In the drop-down box for Children & Families select the tab childcare
 3. Select the blue box under Rural Communities Child Care
 4. Select the Providers tab
 5. Scroll down to forms
- Both parent and provider must maintain the attendance sheets in permanent ink.
- Do not use white out on the attendance sheets. 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 exact time the child arrives and leaves each day must be entered onto the attendance sheet. **The EXACT times the child is arriving and leaving must be completed on a daily basis.**
- For school age children, the time of entry to the facility cannot be prior to the end of the school day unless they leave school early for a specific reason that must be listed on the attendance sheet.
- Reason for absence must be indicated on the appropriate date on the attendance sheet. Absences will not be paid if the childcare certificate states “pay actual attendance only” regardless of any facility policies.
- **On the last day of care each 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.
- Original 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 childcare).
- Prior to mailing your original attendance sheets you may choose to scan them to providerpayments@ncoinc.org for NCO/RCCC staff to begin to calculate your monthly payment; however the originals MUST be received by the due date on the Provider Payment Schedule or payment cannot be released as required by the California Department of Social Services.
- 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 6:02 p.m. to 2:37 a.m., the attendance sheet would reflect the time in at 6:02 p.m. to 11:59 p.m. The next day would be 12:00 a.m. to 2:37 a.m. The new day begins at 12:00 midnight and ends at 11:59 p.m.
- 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 schedule 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 for families being paid through Alternative Payment funding is the sole responsibility of the parent to pay the childcare 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.

PROVIDER PROGRAM RULES

“**FACILITY**,” when referred to in the following text, means a licensed Family Child Care Home, Licensed Center, or Licensed-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 childcare.
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 childcare is parental choice. NCO/RCCC is not involved in the placement of children.
4. The facility operates on a non-discriminatory basis and gives equal treatment and access to services without regard to sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, 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.

*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 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. The **FACILITY** agrees to maintain the attendance sheets as follows on a daily basis according to NCO/RCCC standard procedures.
 - a) The **FACILITY** or the parent must enter the EXACT time in at the time of arrival. The **FACILITY** or the parent must enter the EXACT time out at the time of departure.
 - b) The **FACILITY** **AND** the parent must sign the left-hand side of the attendance sheet on the last day of care each month, which declares that the information submitted on the monthly attendance sheet is true and correct to the best of their knowledge.
 - c) Original 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).
9. 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 may result in a **denied** payment.

PROVIDER PROGRAM RULES (CONTINUED)

10. 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 schedule for childcare.
 - a) The maximum benefit level allowable to the **FACILITY** will be indicated on the childcare certificate. If the **FACILITY** rate is higher than the maximum benefit level allowed by the Regional Market Rate Survey, then a co-payment will become the responsibility of the parent for families being paid through the Alternative Payment Program. The co-payment shall be paid directly to the **FACILITY** by the parent. **This will not be accounted for by NCO/RCCC.**
11. NCO/RCCC will not be responsible for payment of hours beyond those specified on the childcare certificate unless prior authorization is obtained.
12. NCO/RCCC will not be responsible for any end-of-care policy the Facility may have (i.e., 2-week notice) The Facility end-of-care policy is not monitored or reimbursed by NCO/RCCC at any time, it is solely between the parent and the childcare provider.
13. Absences will not be paid for childcare 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) unless a childcare 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 for absences and provider closures.
15. The **FACILITY** is responsible for notifying NCO/RCCC of any registration fees due in the space provided on the attendance sheets for that month.
16. The **FACILITY** must give NCO/RCCC one month's written notice of any rate increase.
17. If the **FACILITY** is going to change locations, the **FACILITY** must notify NCO/RCCC prior to their move to their new location as updated paperwork must be completed reflecting the new address, updated facility license (if applicable) and all supporting documents as required for payment to continue.
18. The **FACILITY** must notify NCO/RCCC if a child is absent for 7 consecutive days with no communication from the parent. If a parent fails to follow the provider's normal policies of attendance and notice periods, the **FACILITY** understands the parent is liable for any cost associated with their written policies.
19. 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.
20. This Agreement may be ended by either party for any reason by giving written notification at least two weeks in advance, or by the mutual agreement of the parties.
21. This Agreement may end 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 end.
 - a. License-Exempt Providers who are aunts, uncles and grandparents of the child receiving services are required to submit a Declaration of Exemption from TrustLine Registration and Health and Safety Self-Certification which requires that the relative attest under penalty of perjury to their relationship with the child.
 - b. License-Exempt Providers who are not the aunt, uncle or grandparent of the child must clear the TrustLine Registry through the Department of Justice and the Health and Safety self-certification requirements before payment can be made.
 - c. If the License-Exempt TrustLine Provider (with the exception of CalWORKS Stage One and the Foster Bridge Program) does not clear the TrustLine Registry within the first 30 days of the first day of childcare services, payment will not be made for that time period.
 - d. If the License-Exempt TrustLine Provider (with the exception of CalWORKS Stage One and the Foster Bridge Program) clears the TrustLine registry after the 30-day time period (first date of childcare services), payment may begin on the date of the clearance on the TrustLine Registry and all care provided prior to that time period is not eligible for reimbursement through NCO/RCCC.
 - e. For the CalWORKS Stage One and Foster Bridge Program childcare funds, License-Exempt childcare providers must clear the TrustLine registry through the Department of Justice and the Health and Safety self-certification requirements before payments will be made and may be backdated up to 120 days.
 - f. 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.
2. 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 childcare is being provided. The definition of "one family" for NCO/RCCC subsidy purposes is one "client family".
3. 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 childcare to a provider receiving In-Home Support Services (IHSS).

PROVIDER IS WORKING AT ANOTHER JOB:

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

A childcare provider who is providing IHSS care for a household member may provide care for a child enrolled in NCO/RCCC.

ABSENCES/PROVIDER CLOSURE LIMITATIONS/ BROADLY CONSISTENT POLICIES

(Please note: "Pay Actual" childcare certificates are only authorizing payment when the child is in attendance within their approved, certified schedule; no absences are paid.)

The following policy applies to any childcare certificate that is "Pay Enrolled".

ABSENCES

- Absences will not be paid for contracts that specify "pay actual attendance only."
- Absences will not be paid to exempt childcare 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 schedule for childcare.
- Reason for absence must be indicated on the appropriate date on the attendance sheet.
- If a child is absent for 7 consecutive days with no communication from the parent, the provider must notify NCO/RCCC.

NCO/RCCC may pay for absences if you are a licensed childcare provider, have a written contract on file with our agency stating you charge for such absences, and have a childcare certificate that has the "pay enrolled attendance only" box selected authorizing specific days and hours. If the child is absent from childcare, the specific reason must be noted on the attendance sheet for that specific day.

PROVIDER CLOSURE DAYS

Licensed Providers are limited to 10 PAID closure days per fiscal year (July 1-June 30). However, the closure days must be a day of scheduled care for the child, the provider must have a written contract on file stating the specific days they charge for and have a childcare certificate that has the "pay enrolled attendance only" box selected authorizing specific days and hours.

PAYMENT TO AN ALTERNATE PROVIDER

When the primary provider (or any other subsidized care, i.e., Head Start, Preschool, ASES, etc.) is unavailable and/or the child is ill and cannot attend, an alternate provider may be used.

EXCUSED ABSENCES

The specific reason for any absence must be indicated on the appropriate date on the attendance sheet. (i.e., child ill, provider closed, parent vacation, etc.)

UNEXCUSED/UNEXPLAINED ABSENCES

Are determined to be days that are consistently not used that do not have an explanation noted on the attendance sheet showing the absence is temporary in nature and not ongoing. NCO/RCCC will work with families to inform them of the importance of consistent attendance for their child in order to maximize the benefits of their early learning and care experience.

BROADLY INCONSISTENT ATTENDANCE

Broadly inconsistent attendance is defined as childcare that is not being used within the certified schedule for care.

END OF BUSINESS RELATIONSHIP

NCO/RCCC may choose to end doing business with a childcare provider if the 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 found to be 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 and the business relationship with NCO/RCCC will be immediately end.

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 know 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 childcare eligibility and services with other agencies as appropriate (i.e., DSS/HHSA, CPS, employers, schools, childcare 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 childcare. A variety of resources are available through each NCO/RCCC area office. Resources include but are not limited to a resource-lending library, information on choosing quality childcare which includes a variety of choices for childcare during the child's developmental stages between birth and twelve years old, discipline, etc. NCO/RCCC also has information on other community service agencies. If you would like assistance, call your local Resource and Referral Specialist.

DECLARATION OF OPERATION AND NON-DISCRIMINATION

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

COMPLAINTS CONCERNING FACILITIES

UNIFORM COMPLAINT POLICY

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

Uniform Complaint Policy Officer California
Department of Social Services Child Care
Development Division
744 P Street, MS 9-8-351
Sacramento, CA 95814

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

OLIVER'S LAW

As a parent, you have the right to get information about any substantiated or inconclusive complaints about a childcare 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 all Child Care Centers and Family Child Care Homes in **Lake and Mendocino County** is the Department of Social Services Community Care Licensing in Santa Rosa. Their number is **(707) 588-5026**.

LICENSED FACILITIES (CARE PROVIDED 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 agent and they have made their determination. Please see the NCO/RCCC Referral Policy and Complaint Procedures brochure for further information.

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

Parents with children in License-Exempt care may file 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 PROVIDER FRAUD

PROVIDER FRAUD POLICY:

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

Definition of childcare fraud includes but is not limited to; parent/employer collusion to falsify eligibility, false statements that affect payment, 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, and falsifying relationship to child to avoid TrustLine.

1. Any fraudulent, false, or misleading information provided to NCO/RCCC with regard to childcare services will be grounds for disenrollment 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 childcare 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 childcare services and is no longer eligible to receive payment for childcare services, the following will happen:
 - a. The provider will be disenrolled permanently from the Subsidized Child Care Program(s), **and**
 - b. NCO/RCCC will bill the provider for any payment of childcare services the provider was not eligible to receive.
4. If a provider fails to disclose information and is still eligible to receive payment for childcare 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 disenrolled for fraud will no longer be eligible to provide childcare for families receiving subsidy through NCO/RCCC. The business relationship with NCO/RCCC will be permanently disenrolled.
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

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 Manager 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) calendar 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.