



## **Valley Oak Children's Services Child Care Payment Program Provider Policies and Procedures**

Any licensed family child care home provider, child care center, or after school program that is exempt from licensure by law and organized through public schools or recreation districts, may participate in Valley Oak Children's Services' (VOCS) Child Care Payment Program, provided they meet the following requirements:

### **General Requirements:**

1. The provider must operate on a non-discriminatory basis, giving equal treatment and access to services without regard to age, genetic information, marital status, medical condition, mental or physical disability, national origin and ancestry, pregnancy and perceived pregnancy, race and color, religion, sex, sexual orientation, or military and veteran status.
2. The provider must sign a statement regarding religious instruction or worship. Providers serving CCTR (FACES – Family Atmosphere Care with Enhanced Services) funded children are prohibited from religious instruction.
3. The provider agrees to remain in compliance with all applicable California State Department of Health and Human Services, Community Care Licensing (CDHHS, CCL) laws and regulations, and will renew their operating license prior to expiration. Any staff member of Valley Oak Children's Services and its programs must report a licensing violation observed during a visit. Violations are reported to Valley Oak Children's Services' licensing liaison. A report may be made to the local licensing agency.
4. The provider agrees to welcome the enrollment of children with disabilities. The provider must understand the requirements of the Americans with Disabilities Act (ADA) as they pertain to child care providers (description given at provider orientation).
5. The parent(s) shall have unlimited access to their children and those caring for their children during the hours of the provider's business operation.
6. If a child care facility moves or changes ownership, Valley Oak Children's Services must be notified in advance. Valley Oak Children's Services' agreements are not transferable. Valley Oak Children's Services must have documentation of any arrangement made between the old and the new owner for the period of transition. **Child care provided during any unlicensed period will not be reimbursed.**

### **PROVIDER/AGENCY RELATIONSHIP:**

Valley Oak Children's Services is not the employer of the child care provider. The child care provider is considered self-employed. **Please save all Voucher Summaries that are sent to you** for your personal records and **tax purposes**.

COPY OF LICENSE & W9 (Tax Identification Certification):

**Before Valley Oak Children's Services can issue reimbursement to a provider a copy of their current license, a completed W9 and all VOCS Child Care Payment Program paperwork must be submitted and on file.**

TRAINING AND PROFESSIONAL DEVELOPMENT:

Providers are not required to seek training other than what is required to be a licensed child care provider. Training in basic child development can be a benefit to the children and the child care provider. VOCS strongly encourages training and continued education. Please call VOCS (530-895-3572) or visit our website ([www.valleyoakchildren.org](http://www.valleyoakchildren.org)) for further information re: training opportunities. We encourage all providers and parents to sign up for our Community and Provider electronic newsletters. In addition, please like us on Facebook, Instagram and Twitter.

DURATION OF CARE:

Once the child(ren) is enrolled on the Child Care Payment Program, care will be reimbursed as long as the family remains eligible for services and all regulations are followed. If there is a change in benefit level the provider will be notified by VOCS staff with a child care schedule update ("1/2 sheet"). VOCS reimburses child care based on the family's documented and certified need for services.

**Program Description:**

CHOOSING CHILD CARE:

A family is certified for child care services by Valley Oak Children's Services' staff. Families are counseled on the full range of types of child care and are given referrals to the care situations that the parent feels will best meet their needs. Valley Oak Children's Services supports parental choice in choosing a child care provider. Parents will need to agree to follow the selected provider's policies, communicate their child care needs and changes, and sign a contract with the provider, when applicable. VOCS is not responsible for any additional cost above the maximum allowable reimbursement (based on certified need for services, the provider's customary rates and the Regional Market Rate maximums).

POLICIES AND ATTENDANCE RECORDS:

Once the child care provider is selected, the provider must be oriented on the VOCS Child Care Payment Program. During orientation, program policies will be explained and a copy of the policies will be signed by both Valley Oak Children's Services' staff and the provider verifying agreement to comply with the conditions set forth. **An attendance record will be issued monthly indicating the authorized hours and days of approved child care. Please review your attendance records closely. Please contact the VOCS Specialist if you have questions or concerns.**

If a family's need for services changes, VOCS staff will update the family's eligibility. Any change in hours will be indicated on a "1/2 sheet". VOCS staff will provide in writing and if possible will call the provider regarding the changes. If a family is using child care outside of the authorized hours, please contact VOCS staff. **Any care provided other than that approved by Valley Oak Children's Services' staff, will not be reimbursed.**

**In accordance with WIC Section 10233.5, VOCS will provide written notice to child care providers of any changes in reimbursement rates, certified need (hours of care), certified schedule, family fees, or termination of services.**

LIMITATION OF CHILDREN ENROLLED THROUGH VALLEY OAK CHILDREN'S SERVICES:

Valley Oak Children's Services' Child Care Payment Program administers funds for subsidized child care in accordance with California State Department of Social Services, Child Care Division (CDSS, CDD) regulations.

Child care providers are at a disadvantage if they only serve subsidized children and if there is a delay in reimbursement due to a delay in contract funds or the California State budget.

### **Provider Reimbursement:**

#### **RATES AND DOCUMENTATION OF RATES:**

Valley Oak Children's Services' Child Care Payment Program cannot reimburse more for child care than a non-subsidized or private pay parent would pay for similar hours of child care. Providers must submit a copy of their rate sheet and parent policies/agreement that is utilized by private pay parents. In addition, providers will sign a statement certifying that these are the rates and policies utilized by private pay parents. Valley Oak Children's Services reserves the right to request additional verification of the provider's customary rates, if needed.

Valley Oak Children's Services will terminate its relationship with a child care provider if it is determined that private pay families are being charged a lower rate than Valley Oak Children's Services' families.

#### **RATE GUIDELINES/PARENT CO-PAYMENT:**

Valley Oak Children's Services will not reimburse provider rates that exceed the Regional Market Rate (RMR) in the county for the type of care provided. Valley Oak Children's Services also considers the reasonableness of a rate (especially when minimal hours of care are involved). If a parent chooses a provider whose usual and customary rate exceeds the rate Valley Oak Children's Services can reimburse, the parent will be expected to pay the difference to the provider. This is called a "co-payment". A co-payment is strictly between the parent and provider and shall be paid directly to the provider. VOCS is not responsible for the collection of a co-payment.

Valley Oak Children's Services cannot reimburse a higher rate than the State established Regional Market Rate (RMR). VOCS will reimburse the lesser of the two – the provider's customary rate or the RMR.

Part time care is defined as **certified** care for fewer than 25 hours per week and full time care is defined as **certified** care for 25 or more hours per week.

#### **ADDITIONAL FEES:**

Valley Oak Children's Services will not reimburse for additional costs of materials, supplies, food, diapers, field trips, deposits, etc. Occasionally registration and transportation fees can be reimbursed; it must be listed on the provider's rate sheet. Registration fees are never reimbursed on an "Hours As Needed" schedule.

#### **PROVIDER RATE CHANGES:**

Valley Oak Children's Services requires advance notice for rate changes. Providers are allowed to submit an updated rate sheet as needed. If the rate sheet is received before the 15<sup>th</sup> of the month, the new rates will be effective the first of the next month. If the rate sheet is received after the 15<sup>th</sup> of the month, the new rates will be effective the first of the month following the next month.

#### **HOURS AS NEEDED SCHEDULES:**

Families with a variable or an unpredictable schedule will be given an "Hours As Needed" schedule. In this instance, absences will not be reimbursed. In accordance with WIC 10227.5, reimbursement would be based on actual days and hours of attendance, up to the maximum certified hours. Two-week notices and Registration Fees are not reimbursed with "Hours As Needed" schedules. *(Temporary guidance regarding reimbursing providers at the maximum certified hours of care regardless of attendance is outlined in CDSS CCB 23-21 expires on 06/30/2025 unless extended by Legislation.)*

### CLOSED DAYS:

Valley Oak Children's Services will reimburse for a maximum of 10 closed days per fiscal year (July 1- June 30):

1. Closed days can be reimbursed so long as the provider has provided documentation that the contractual terms of the licensed provider require payment for such days (from both subsidized and non-subsidized families).
2. VOCS staff will request Closed Day information from providers in April/May for the upcoming fiscal year. This request must be returned to VOCS in order for closed days to be reimbursed.

**Closed Days are only reimbursed on a set schedule and if the closed day is on a scheduled day of attendance. It does not apply to "Hours As Needed" child care schedules. It is very important that the provider inform the parent of all holidays, vacations or closed days. VOCS recommends monthly communication with parents regarding upcoming holidays and closed days. Parents may need to arrange for a substitute provider. In some cases, Valley Oak Children's Services can reimburse for a substitute. All substitute providers must be authorized by VOCS staff prior to care taking place. Closed days, in excess of the allowed reimbursable 10 non-operational days or 10 Best Interest days (CCTR only), will be deducted from the provider's reimbursement.**

### FAMILY FEES:

When a family's income reaches a certain level as determined by CDSS, CCD, the family is required to pay a Family Fee. Family Fees are assessed at a monthly rate based on the certified need for child care. Family Fees are paid directly to the provider.

1. Valley Oak Children's Services determines the certified need for services. VOCS will notify the parent and provider of the monthly fee and the effective date.
2. The provider collects the fees from the parent.
3. The parent and provider will sign the bottom of the attendance record to certify that Family Fees were paid. The attendance record has a pre-printed identification number that acts as your receipt. Parents and providers should keep a copy for their personal records and tax purposes.
4. If the parent does not pay their Family Fee, the provider should contact Valley Oak Children's Services. VOCS will advise the provider to not sign the attendance record. VOCS will send a Notice of Action for Termination to the parent requiring them to pay by the effective date of the notice or they will be terminated from the program. Reimbursement could be delayed until the next processing month depending on when the parent pays the Family Fees or termination takes effect.
5. The fees that the parent pays the provider are subtracted from the reimbursement that Valley Oak Children's Services makes to the provider. The Provider is reimbursed their approved rate; part of the reimbursement is made by the parent and part is made by VOCS.

**Providers will be given training and detailed guidelines on Family Fee collection at their Provider Orientation. In addition, providers will be notified in writing any time a family starts Fees, has a change in Fees (increase or decrease) or is no longer responsible for Family Fees.**

### REIMBURSEMENT FOR SERVICES:

Reimbursement will be based on attendance information documented on the sign in/out sheet (attendance record ). **A provider will not be reimbursed for services that are not documented.** In accordance with WIC Section 10227.5:

- Children must be signed in and out of child care on a daily basis, documenting the **actual dates and times care was provided.**
- Actual times entering and departing care must be indicated on the attendance record.
- Absence reasons must be documented and signed by the parent.
- Parent and provider must sign the attendance record at the end of the month attesting under penalty of perjury to the accuracy of the care provided.

*(Temporary guidance regarding reimbursing providers at the maximum certified hours of care regardless of attendance is outlined in CDSS CCB 23-21 expires on 06/30/2025 unless extended by Legislation.)*

#### REIMBURSEMENT PROCESS AND SCHEDULE:

Valley Oak Children's Services' Child Care Payment Program will reimburse providers for child care services based on prior approval and upon receipt of a signed and complete attendance record. Reimbursements are always made after care has been provided and only for hours authorized by VOCS. Reimbursement for child care services will be made by direct deposit into the provider's bank account or by check. VOCS processes reimbursements within 21 days of receiving the attendance record. Attendance records are due by the 13<sup>th</sup> of the month. Attendance records submitted by the due date (the 13<sup>th</sup>) will be reimbursed within the first 12 business days of each month. Attendance records received between the 14<sup>th</sup> and the end of the month will be reimbursed in a "Late" batch on the 1<sup>st</sup> of the following month or the next business day thereafter.

#### TIMELY PROVIDER REIMBURSEMENTS:

Complete and accurate attendance records are due at the close of the month for which care was provided. In accordance with Title 5 CCR 18224 & 18226, WIC 10227.5 and CCD CCB 22-03, complete attendance records will be reimbursed within 21 calendar days of receipt. Attendance records are considered late when they are received after the 13<sup>th</sup> of the month following care. If a complete and accurate attendance record is received by the 13<sup>th</sup>, Valley Oak Children's Services will reimburse the provider within twelve (12) business days. Attendance Records received between the 14<sup>th</sup> and the end of the month will be reimbursed in a "Late" batch on the 1<sup>st</sup> of the following month or the next business day thereafter. If there is any missing information that impedes the processing of the attendance record, the date of receipt will be changed to the date the missing information is received or the attendance record is complete. If an attendance record is not received by the end of the fiscal year's processing period, it will never be reimbursed. All child care reimbursements are dependent on receipt of State funds.

- Complete attendance record received 1<sup>st</sup> – 13<sup>th</sup>: Reimbursed within the 1<sup>st</sup> 12 business days
- Complete attendance record received 14<sup>th</sup>- 31<sup>st</sup>: Reimbursed on the 1<sup>st</sup> of the following month or the next business day

If a provider submits attendance records for multiple children and not all individual records within the submission are adequate, reimbursements will not be withheld for those records that include adequate information to process reimbursement.

In the event that VOCS determines a provider's reimbursement was "underpaid" or "overpaid", the following processes will be followed:

- Underpayment: VOCS will process underpayments for all months affected within the fiscal year.
- Overpayment: VOCS will process the overpayment for 1 month only from the date/month of discovery. Overpayments will only be processed on errors of more than \$5 per reimbursed attendance record.

If VOCS is unable to make payment within 21 calendar days due to extenuating circumstances, VOCS will provide notification within a reasonable timeframe. Extenuating circumstances include, but are not limited to, an emergency or payment system malfunction.

If there is a problem with receipt or loss of certificates or any issues with parents completing certificates, please contact Valley Oak Children's Services as soon as possible.

## **COMPONENTS OF A COMPLETE CERTIFICATE:**

Attendance records/child care certificates must have:

- The name of the child,
- The date range of services,
- Actual TIMES in and out entered on a DAILY basis,
- Parent and Provider signature at the end of the month attesting to the accurateness,
- Absences documented and signed.

In addition, attendance records must be:

- Submitted by the 13th of the month following care,
- An accurate reflection of child care used—falsification of attendance records is grounds for termination,
- **Broadly consistent** (75% of child care used is consistent) with certified and authorized need for services.

If an attendance record is missing a required component above, program participation (by both parent and provider) could be in jeopardy. In addition, child care could also be unreimbursed. VOCS staff will contact the parent and/or provider (phone call), issue a "Warning Letter" to the parent and/or provider and then issue a Termination Notice of Action (parent)/Termination Letter (provider).

*(Temporary guidance regarding reimbursing providers at the maximum certified hours of care regardless of attendance is outlined in CDSS CCB 23-21 expires on 06/30/2025 unless extended by Legislation.)*

**SIGNATURES:** The parent or other adult transporting the child must sign the child in and out of care each day with the exact time and full signature. If a parent or other adult is transporting the child to and from school, the child must be signed in and out of care each day with the exact time and initials of person transporting.

The parent and the provider must sign the attendance record at the end of the month. By signing, the parent and the provider are certifying under Penalty of Perjury, that the information is true and accurate.

In the event that a provider is unable to obtain the parent's signature at the end of the month, the provider may submit an attendance record for reimbursement without the parent's signature at the bottom if all conditions apply:

- The parent has not communicated with the provider for a minimum of 7 consecutive days,
- The provider has notified the contractor of the lack of communication and unsuccessful attempts,
- VOCS has documented the provider's unsuccessful attempts to collect the parent's signature (via Attestation).

If an attendance record is submitted without the parent's signature at the bottom and all conditions apply, an attestation must be attached to the attendance record documenting the requirements above. A printable version of the Attestation is available on our website ([www.valleyoakchildren.org](http://www.valleyoakchildren.org)).

**ABSENCES:** If the child is not present for a set scheduled day, the absence reason must be documented and signed (i.e. sick, parent sick, with father, fieldtrip, etc.) by the parent.

**BEST INTEREST DAYS:** **Best Interest Days (BIDs) are absences deemed to be in the 'best interest of the child'. BIDs are not to exceed ten (10) days per fiscal year, per child. BIDs are only tracked for the CCD FCCH CCTR (FACES) program. Parents must clearly state the reason for the absence on the attendance record.** Licensed Child Care providers will be reimbursed for BIDs up to 10 days per fiscal year. If a parent/child exceeds 10 BIDs per fiscal year, the parent will be expected to pay the

difference to the provider. This is called a "co-payment". A co-payment is strictly between the parent and provider and shall be paid directly to the provider. VOCS is not responsible for the collection of a co-payment.

Best Interest Days include, but are not limited to:

- Non-Court ordered visitation with relatives,
- Parental Vacations,
- Special enrichment opportunities (i.e. trip to a museum),
- Extracurricular activities such as Scouts, 4H, Environmental Camp, etc.
- Parent is given a day off by the employer and decides to spend it with their child, or
- Religious reasons.

Best Interest Days are **not** reimbursed on "hours as needed" schedules.

PART DAY ABSENCES: If the child arrives later than scheduled or leaves earlier than scheduled, the parent must write the reason (i.e. doctor's appointment, slept late, etc.) and sign. In some instances (hourly/daily), the provider may not be reimbursed for the full day if there is not an absence reason documented and signed.

VERIFICATION OF CONTRACTED HOURS: Hours recorded on the attendance record will be checked against the hours certified and approved in the top section (the "Memo") of the attendance record. VOCS staff will also check that child care used is broadly consistent with the family's certified need for child care services. Valley Oak Children's Services is not responsible for reimbursing non-approved hours.

Valley Oak Children's Services' attendance records are the only documentation that will be accepted for reimbursement of child care. Please make copies of each attendance record for your records.

### **Terminating Child Care:**

#### TWO-WEEK NOTICE TO PARENT:

When a child care provider terminates a family enrolled on the Valley Oak Children's Services Child Care Payment Program, we request notification at least two weeks in advance of the date of termination. This gives the parent time to find a new provider.

#### TWO WEEK NOTICE- WHEN THERE IS A SET SCHEDULE:

If a provider has a policy that parents must give a 2-week notice before ending child care, Valley Oak Children's Services will reimburse this notice whenever possible. If a provider has the policy of more than a 2-week notice, it is the parent's responsibility to reimburse the child care provider for the additional notice. A copy of the provider's policy stating their required notice timelines must be on file with Valley Oak Children's Services.

#### ABANDONMENT OF CARE:

Occasionally a family discontinues child care services without notifying Valley Oak Children's Services and/or the provider. The first day that the child does not attend and the parent does not call to explain the absence is the start of parent abandoning child care. **It is required that child care providers shall promptly notify Valley Oak Children's Services after 7 consecutive calendar days (one week) of unexplained absences and no contact with/from the parent.** This notification allows our staff to contact the parent and determine if child care will continue.

If the family does not return to child care or contact the provider or VOCS, the parent will be issued a Notice of Action for Termination 30 days after the first day of abandonment. On that same day the provider will be issued, in writing, a Provider Notice of Action Out of Compliance.

### **Ending the relationship between Valley Oak Children's Services and the Provider:**

Valley Oak Children's Services' Child Care Payment Program will give a written notice to any provider with whom the agency is ending participation. The severity of the reason for termination will dictate the timeliness of the notice.

For example, reasons for termination may include but are not limited to:

- A Licensed provider whose license is suspended, revoked, or expired,
- An Exempt provider who has a Felony conviction, substantiated child abuse report, or Trustline denied,
- Threatening, rude, or disrespectful behavior on the part of the parent or provider towards VOCS staff, or
- Intentional submission of inaccurate or falsified attendance records.

VOCS will provide three opportunities for technical assistance prior to disenrollment. The written notice of disenrollment will include a description of the reasons for discontinued participation and a copy of Valley Oak Children's Services' Provider Appeals Policies and Procedures.

### **Uniform Complaint:**

Any individual, public agency or organization may file a written complaint against Valley Oak Children's Services alleging unlawful discrimination or failure to comply with Regulations and law. Complaints should be sent to Valley Oak Children's Services', Attention: Chief Executive Officer.

### **Client Confidentiality:**

Information regarding a parent's participation on Valley Oak Children's Services' Child Care Payment Program is strictly confidential. VOCS asks that providers act professionally and discreetly regarding a parent's participation. A parent's participation should not be discussed with anyone, unless the parent gives the provider permission. In addition, information regarding the parent's personal information and participation will not be discussed by VOCS staff with providers.





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## Valley Oak Children's Services Child Care Payment Program Provider Policies and Procedures Signature Page

I, \_\_\_\_\_, have read, understand, and agree to follow Valley Oak Children's Services' Child Care Payment Program Provider Policies and Procedures as stated above.

I, \_\_\_\_\_, verify that the rates and fees charged for services at my Center/Family Child Care Home are the same for all families enrolled at the facility regardless if private-pay or subsidized.

I, \_\_\_\_\_, have read, understand and acknowledge the monthly schedule of reimbursements.

Please add me to the VOCS Provider E-Newsletter mailing list.

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider Name Printed

\_\_\_\_\_  
Facility Name

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Valley Oak Children's Services Staff

\_\_\_\_\_  
Date