



Parent Handbook

Child Action, Inc.

Serving our community since 1976

Approved by Child Action, Inc.'s Board of Directors on June 22, 2010

Child Action, Inc.
PARENT HANDBOOK
 General Program Rules

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INTRODUCTION

Welcome to Child Action, Inc. If you meet eligibility and need requirements, you will qualify for a child care subsidy that will cover part or all of your child care costs. In order for your provider to be reimbursed for services, you need to be aware of and follow both Child Action, Inc.'s policies and those of the governmental agencies which provide the child care funding. The purpose of this handbook is to explain those policies to you so that your provider can be reimbursed in a timely fashion for the care you are eligible to use.

WHAT IS CHILD ACTION, INC.

Child Action, Inc. is a non-profit agency primarily funded by the California Department of Education, Child Development Division, to provide services and subsidies to low income families for child care and development services. Child Action, Inc. adheres to all California Department of Education regulations governing Client Services, and operates in accordance with all State of California laws governing non-profit agencies. Child Action, Inc. has two distinct departments – Client Services and Resource & Referral – both governed by the Child Action, Inc. Board of Directors. Child Action, Inc. operates on a non-discriminatory basis, giving equal access to services without regard to race, sex, color, national origin, age, religion, disability, marital status, sexual preference, gender identity, veteran's status or any other bias prohibited by law.

Child Action, Inc. offers child care subsidies and services through the programs we administer in our Client Services Program. We receive funding from the federal, state and local governments, and each of our funding sources has its own rules and regulations regarding eligibility and approvable need for child care. Therefore, it is possible that two families receiving services from Child Action, Inc. and using the same child care provider may have different rules applied to their cases.

All of our programs provide parents with a child care certificate (also referred to as "child care schedule" or "CCS") and allow them to select their own providers. Eligible families may obtain certificates/subsidies for their child until their income exceeds 75% of the State median income or until their child reaches the age of thirteen (unless the child has exceptional needs that allow for an extension of services).

WHAT IS CHILD ACTION, INC.'S RELATIONSHIP WITH THE PROVIDER

Unless a provider provides child care in the home where the child lives, the provider is an independent contractor selected by a parent enrolled on Child Action, Inc.'s Client Services Program. If the provider is providing care in the child's home, the provider is considered an in-home provider and the employee of the parent. [See "In-home Providers" section below.] Nothing contained in this handbook is intended or is to be construed to create a partnership or joint venture between Child Action, Inc. and parents or providers enrolled on our program, or to make any of the aforementioned parties the agent of the other(s).

Providers enrolled on Child Action, Inc.'s program are not and will not become employees, partners, agents or principals of Child Action, Inc. Providers are not entitled to the rights or benefits afforded to Child Action, Inc. employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employee benefit.

Child Action, Inc. does not inspect or warrant the condition of providers' facilities or the quality of supervision the children receive. Child Action, Inc. assumes no responsibility for injury or damages

arising from the performance of our agreement for services. Parents and providers agree to indemnify and hold harmless Child Action, Inc., its officers and its employees from costs, suit or liability allegedly arising from the provision of child care services.

Child Action, Inc. reserves the right to refuse enrollment to any provider who owes an outstanding debt to Child Action, Inc. (including outstanding parent fees or reimbursement for services), or has provided false or misleading information, either as a parent or a provider on our program.

IN-HOME PROVIDERS

The California Department of Education Child Development Division has mandated all alternative payment programs to comply with federal labor law regulations as they pertain to in-home care.

When unlicensed child care takes place in the home where the child resides, regardless of the relationship between the provider and the child and regardless of who owns the home, the care is considered in-home.

If child care is in-home, federal labor law considers the parent the employer and the provider the parent's employee. The parent is required to fulfill the responsibilities of the employer by paying the legally required minimum wage (overtime if necessary), withholding any and all applicable taxes and carrying Worker's Compensation Insurance.

Child Action, Inc. must verify that minimum wage is being paid. This is possible by **one** of the following methods:

1. The parent has a certain number of children enrolled with the in-home provider and the schedules of the children are such that reimbursement to the provider by Child Action, Inc. will always be at least minimum wage and allow for overtime wages when applicable. In addition, the provider must charge an hourly rate. The parent is responsible for all the tax liabilities listed on the In-Home Provider Handout and responsible for making sure that all other requirements of an employer are met.
2. The parent may elect to submit on-going verification to Child Action, Inc. that as the employer s/he is meeting all legal requirements of an employer. Payment in this option is issued by Child Action, Inc. to the parent, and the parent has to submit the following documentation to Child Action, Inc.:
 - The parent's Employer Identification Number (EIN), issued by the Internal Revenue Service.
 - Copy of the Form I-9 filled out by the provider and kept on file by the parent.
 - A form signed by both the parent and provider that the parent paid the provider minimum wage (due monthly within 10 days after payment has been made by Child Action, Inc.).
 - A confirmation signed by the parent that s/he is complying with state and federal labor law in the hiring of the child care provider.

If you choose to have child care provided in your (the child's) home, be sure that you understand your rights and responsibilities to the provider that you have hired. We recommend that you consult with a tax specialist or other professional who can advise you of your employer responsibilities. Failure to follow these requirements could result in serious fines and penalties levied by the government, as well as other insurance liabilities.

WHAT IS YOUR RELATIONSHIP WITH THE PROVIDER

You have hired a child care provider and entrusted that provider with the care and well-being of your children. The better you communicate with the provider, the better care your provider will be able to care for your children. We strongly recommend that you visit your child care provider's site and discuss with the provider all relevant issues related to your child's care, including:

1. Days and times when the provider is available to provide care.
2. Provider charges for basic child care for the days/hours you need.
3. Additional services the provider may provide (such as meals, snacks, transportation) for which you will have to pay.
4. Any additional costs the provider might expect you to pay.
5. How you want discipline handled and whether the provider agrees.
6. Specific needs of the child:
 - a. Is the child on any medication? If yes, what kind and what time during the day does s/he receive the medication?
 - b. Does the child have any food allergies?
 - c. Does the child have any specific health or cognitive needs?
7. Emergency information:
 - a. Who should be contacted in the case of an emergency? If you cannot be reached, who should be notified?
 - b. Where should the child be taken in case of an emergency?
 - c. What type of medical insurance does your family have?
 - d. Who is authorized to pick up the child from care? (Child Action, Inc. requires each parent to fill out an Authorization for Pick-Up form specifying who the parent authorizes to pick up the child; only people 18 years or older may be listed on this form.)

TYPES OF CHILD CARE PROVIDERS

All Child Action, Inc. programs allow care in licensed centers, licensed family child care homes and license exempt centers. Most also allow for exempt, relative and in-home care. Not all programs allow for sectarian care because of State laws governing subsidized child care programs. When choosing the child care that best suits the needs of your children, please consider these options:

Licensed Care:

Child Care Center: A licensed facility which provides child care services for a number of children. Each center's license indicates the number and age groups of children the center may serve. Centers are licensed to serve infants, toddlers, preschoolers or school-aged children or some combination of these age groups.

Family Child Care Home: A private home which has been licensed for the occupant to provide child care services. There are two types of homes, those licensed for six or eight children and those licensed for twelve or fourteen children. In both cases, the license states the number and ages of children who may be served.

Sectarian: Any licensed care which includes religious training or worship. (Not permitted on State-funded programs.)

License-Exempt Care:

License Exempt Center: A child care center that is exempt from licensure because the center is located on school property (private or public), the center is administered by the school, and the majority of children attending the center also attend the school.

Exempt Home: A private home in which the occupant may provide child care services for children from one unrelated family that does not reside with the occupant.

Relative: Child care provided by the child's grandparent, aunt, or uncle in her/his own home, and the child for which care is provided does not reside with grandparent, aunt or uncle.

In-Home: Care given by a non-licensed provider in the child's home (including when the provider and the child being cared for live in the same home). In-home care requires an employer/employee relationship between the parent and the provider. The parent is considered the provider's employer and is legally responsible to pay all required taxes, to carry insurance on the provider (including Worker's Compensation), to pay required minimum wage (including possible supplementation of Child Action, Inc. payments) and to abide by any other regulations regarding employment. The parent should contact an accountant, attorney or Federal and State Tax Agency to obtain the appropriate rules and regulations. The in-home provider is employed solely at the will of the parent and may be terminated at the discretion of the parent.

NOTE: If you select an in-home provider, please make sure that you and the provider read the *In-Home Provider Handout* provided by Child Action, Inc. The handout explains what you should know about using an in-home provider and includes phone numbers of government agencies that can answer your questions.

GENERAL POLICIES (REQUIRED BY STATE REGULATIONS)

When you agree to receive a child care subsidy, you agree to accept the regulations and policies set by state law, funding sources and Child Action, Inc. The purpose of this handbook is to inform you of those regulations and policies.

CONFIDENTIALITY OF SERVICE

The use or disclosure of any information maintained in the basic data file concerning parents or their families is limited to purposes directly connected with the administration of Child Action, Inc.'s program. No other use of this information shall be made without the parent's prior written consent unless it is subpoenaed by a court of law. Parents have access to the information in their family's file.

PARENT CHOICE POLICY

Child Action, Inc. is a parent choice program which means it is the parent's responsibility to select a provider for her/his children. The facility chosen by the parent must be licensed and/or operating in accordance with applicable State of California laws or codes. Child Action, Inc. never places children in the care of providers.

Parents may change their care settings to meet their needs but they are required to provide Child Action, Inc. with a ten (10) working day notice, and parents must give their providers notice in accordance with their provider's rules. Changes are always contingent upon the availability of funds. Child Action, Inc. does not pay for notice time if no care was used. Provider changes are only effective with prior approval.

PARENTS' RIGHTS TO INFORMATION ABOUT PROVIDERS

Oliver's Law (AB 458 Zettel)—requires all child care resource and referral programs and alternative payment programs to advise every person who requests a child care referral of his or her right to view the licensing information of a licensed child day care facility.

Parents who choose a licensed provider have the right and responsibility to view any licensing information regarding site visits to their provider's facility or records related to any substantiated or inconclusive complaints about the child care provider that they select to care for their children. This information is public and licensed providers are required by State law to make these records accessible to parents. In addition, state law requires licensed providers to provide parents with a Notification of Parents' Rights form.

For information about licensed providers, parents may call Day Care Licensing at (916) 875-2808 regarding family child care homes and Community Care Licensing at (916) 229-4530 regarding child care centers. Child Action, Inc. strongly recommends that parents review a potential child care provider's licensing history before placing their child in care.

Parents who choose a child care program exempt from licensure (such as a parent co-op, recreation program, or community-based program) should ask the program staff about their complaint policies.

Parents who choose a non-licensed child care provider have the ongoing responsibility to see that their provider continually meets required basic health and safety standards as stated in Child Action, Inc.'s Non-Licensed Child Care Provider Statement, which both parents and providers are required to sign.

Megan's Law (AB 488 Parra) provides the public with internet access to detailed information on registered sex offenders. Parents can visit the Department of Justice "Registered Sex Offender" database at www.meganslaw.ca.gov.

PROVIDER PARTICIPATION POLICY

State regulations specify certain criteria that providers must meet in order to be reimbursed for child care services. These criteria are:

1. Be licensed or exempt from licensure. For licensed providers, Child Action, Inc. must have a copy of the current license in our files in order to make payment.
2. Provide care in Sacramento County or provide care to families residing in Sacramento County.
3. Operate on a nondiscriminatory basis, giving equal treatment and access to services without regard to race, sex, color, creed, religion, national origin or ancestry.
4. Have a pre-printed rate sheet showing the rates that the provider charges for services.
5. Allow parents, during normal business hours or when the child is in care, unlimited access to their children and written records regarding their children.
6. Complete a W-9 form for Internal Revenue Reporting.
7. Be at least 18 years old.
8. Be free of active tuberculosis.
9. Cannot have been convicted of any crime involving violence against, abuse or neglect of children.
10. Not be a member of the child's assistance unit or counted in the family size.
11. Agree to maintain confidentiality regarding all children and families receiving services.
12. Report if location of care changes and/or if provider's address changes.
13. Report when ownership of facility changes (child care center).

Child Action, Inc. will ask the provider to submit documentation of the above requirements in order to assure that we are following state regulations.

TRUSTLINE

State law requires all non-licensed child care providers (other than the child's aunt, uncle or grandparent) to be TrustLine registered before they can be reimbursed for services. The TrustLine process, which consists of a background check conducted by the California Department of Social Services, can take as little as a few days or as long as a year or more, depending on circumstances. TrustLine registration is granted once a provider clears the background check.

This means that if your provider is not licensed or the child's aunt, uncle or grandparent, s/he will need to complete a TrustLine application form, be live-scanned (electronic fingerprinting), complete a Criminal History form, and wait for the background check to be completed before we can reimburse her/him for any services. If your provider is the aunt, uncle or grandparent, s/he will be asked to provide documentation of her/his relationship to the child.

State law prohibits Child Action, Inc. from paying providers whose TrustLine application is initially denied or closed. So if your provider's TrustLine application is not approved, we will never be able to pay your provider for services.

In addition, if a provider's TrustLine is ever revoked, we will stop payment immediately. If a provider's TrustLine is denied, closed or revoked, Child Action, Inc. will not issue payment regardless of the provider's relationship to the child(ren). Once a provider is TrustLine registered, s/he does not need to reapply even if s/he is caring for different children; however, if any future actions on the provider's part result in the provider's TrustLine being revoked or if the provider is licensed and her/his license is suspended or revoked, Child Action, Inc. will be notified and we will stop payment immediately.

NOTE: Once a provider is enrolled, Child Action, Inc. will terminate payment if we are notified of any of the following:

1. TrustLine case has been closed, denied or revoked.
2. Provider has active or contagious tuberculosis.
3. Provider has been convicted of any crime involving violence against, or abuse or neglect of children.

This policy applies regardless of the relationship of the provider to the parent.

ADMISSION POLICY/CENTRALIZED ELIGIBILITY LIST (applies to CAPP only)

Child Action, Inc.'s policy for admitting families adheres to the priority list established by the State. Child Action, Inc. maintains a Centralized Eligibility List of eligible families which is kept in priority order. Families with children receiving Child Protective Services have first priority, followed by families with the lowest income adjusted for family size. When there are multiple families with comparable income on the Centralized Eligibility List for a particular eligibility group, families with exceptional needs children are given priority.

ELIGIBILITY AND NEED

In order to be enrolled on Child Action, Inc.'s program, you must meet eligibility criteria and have a State recognized need for child care.

Eligibility

Eligibility for Child Action, Inc.'s program is determined by:

- **Income:** Gross monthly income adjusted for family size at the time of enrollment cannot exceed 75% of the State median income.
- **Age:** The children receiving services must be under the age of 13 unless they qualify for an exceptional needs exemption.
- **Location:** The child must live or use child care in Sacramento County. The child must reside with the parent(s) on the program for any periods of time for which child care subsidies are paid.

Need

Need is defined as any approved activity that parents are engaged in that prevents them from caring for their own children for part of the day. In a two-parent household, both parents must be able to document a need for care. A parent can have more than one need, which may include:

- **Employed:** You have a job or are self-employed.
- **Job Seek:** You are actively seeking employment.
- **Vocational Training:** You are in a legitimate training or educational program.
- **Parental Incapacitation:** You are medically or psychiatrically incapacitated, to the extent that your ability to provide care for the child is significantly limited, as verified by a legally qualified professional.
- **Seeking Permanent Housing:** Your family is homeless and needs to find permanent housing.

Stage 1 Program (for cash aid recipients)

If you are on cash aid, your worker from Sacramento County's Department of Human Assistance determines your eligibility and need for child care. To be eligible to enroll on the Stage 1 Program, you must have a referral (SC78A) from your worker. The days and hours of care for which you are eligible are indicated on this form. If you need additional care, Child Action, Inc. cannot approve the change without the county worker's approval.

When you are referred to Child Action, Inc., you must speak to someone in our Assessment Unit (916-361-0511) to begin the enrollment process. **We will not enroll any parent on Stage 1 until the parent contacts us directly and attends an enrollment appointment at a designated Child Action, Inc. office.**

Child Protective Services (CPS)

Child Action, Inc. offers a child care subsidy program for children who are receiving protective services, as determined by a referring agent from the Department of Health & Human Services. In order to receive subsidized child care through Child Action, Inc.'s CPS program, a family must have a written referral from the Department of Health & Human Services, CPS unit that certifies that the child is receiving protective services, and that the family requires care for the child as part of the CPS case plan.

Families may be referred initially for up to twelve (12) months of child care, after which the case will be reviewed for continued eligibility. Child Action, Inc. will conduct follow-up after the first 90 days to determine if the family is participating in their CPS case plan. If the family is not meeting the obligations of the plan, child care will be discontinued.

<p>NOTE: Child Action, Inc. CPS program services depend on fund availability. Families referred for CPS services will likely be placed on the Centralized Eligibility List.</p>
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VERIFICATION OF FAMILY COMPOSITION

Before you can be enrolled, you must supply the following information:

1. Your full name, address and telephone number (home or message), as well as the name of the second parent in the household (two-parent families).
2. Names, gender and birth dates of all children under the age of eighteen (18) in the family, whether or not they will be served by the program.
3. Supporting documentation regarding the number of children and parents in the family, which may include:
 - a. Birth certificates or school/medical records
 - b. County welfare records
 - c. Court orders regarding custody or child support
 - d. Other reliable documentation indicating the relationship of the child to the parent

VERIFICATION OF ELIGIBILITY AND NEED

You must supply Child Action, Inc. with documentation of both your eligibility and need, and we are required to verify the information you have given us. Eligibility verification includes documentation of your residency or location of child care, ages of the children and your family's income.

All Income:

You must report to Child Action, Inc. income your family receives from all sources, which includes (but is not limited to):

- Wages, tips, bonuses, commissions and other earnings
- Child and/or spousal support
- Social Security Administration benefits (SSA), Unemployment Benefits Intercept (UBI), work study or financial aid
- Disability benefits, worker's compensation, retirement benefits, pensions, inheritance, allowances for housing/automobiles, insurance/court settlements, etc.

Child Action, Inc. verifies public assistance income using check stubs from the Department of Human Assistance, a copy of the Recipient Notice of Action or a printout from the County computer system.

To further establish your eligibility and need, you must provide the hours of child care needed and documentation for each need category for which you qualify:

Employment:

1. A signed release authorizing Child Action, Inc. to contact your employer, which includes:
 - a. Employer's name, address and telephone number.
 - b. Hours of the day and days of the week worked.
2. Wage stubs showing gross income and pay period dates. (A letter from an employer may temporarily substitute for a wage stub. The letter must be on business letterhead and include gross wages, pay period, work hours, and must be signed by the employer, personnel officer or supervisor. To verify hours worked, you may also be required to submit their timecards.)
3. If you are self-employed, you will be required to provide the following:
 - a. Completed Self-Employment Declaration form that includes a description of the employment and the hours of the day and days of the week worked.
 - b. Additional documentation of income and hours worked which could include appointment logs, client receipts, job/mileage logs, a list of clients with contact information, etc.
 - c. Copy of business license or workspace lease/rental agreement (if applicable).

If your employment is in the home, the nature of your work must preclude the supervision of the children. If you work in your own home, you will be asked to provide justification for your need for care if your children are over the age of five (5).

Family child care home (FCCH) providers are not eligible for subsidized services because their work does not preclude the supervision of their own children. If you are employed as an assistant in a licensed large family day care home, you must provide the following:

1. Copy of FCCH license
2. Signed statement from licensee that you are the assistant
3. Proof that your fingerprints are associated with the FCCH
4. Verification of payroll deductions (such as a wage stub)

Seeking Employment (also referred to as Job Seek):

1. A completed Job Seek Declaration form which includes:
 - a. Plan to secure employment.
 - b. Days and number of hours that child care is needed.

The period of Job Seek eligibility is limited to sixty (60) working days per parent per fiscal year (July 1 - June 30) for less than thirty (30) hours per week and no more than five (5) days per week. If you lose your job, you must contact your case manager regarding your job seek needs and the specific rules that apply.

Vocational Training:

1. A completed Vocational Training/Education Verification form which includes:
 - a. Name and address of the school or program being attended.
 - b. Date that the current educational term begins and ends.
 - c. Statement of vocational goals and the anticipated completion date of all required educational activities needed to meet those goals.
 - d. Class schedule that lists current courses, the number of units per class, and the days of the week and times of each class.
 - e. Signature and stamp of the registrar of the school or institution.
2. Report cards, transcripts or other records documenting progress or completion of vocational goals. Students must show adequate progress towards stated goals or Child Action, Inc. will discontinue services.

You are eligible to use child care while attending school or a training program for a period of six (6) calendar years from your first date of services as a student (even if services are not used continuously.) If you have or receive a Bachelor's Degree you are limited to twenty-four (24) semester units of child care beyond your Bachelor's Degree, not to exceed the six year limit.

Parental Incapacity:

1. A Statement of Incapacity form completed by a legally qualified professional which includes:
 - a. Duration of the incapacitation and a statement that the incapacitation prevents you from caring for the child for some part of the day.
 - b. Days and number of hours that you are unable to care for the children.
 - c. Name, address, telephone number, license or credential number, and signature of the legally qualified professional rendering the opinion of incapacitation.

Seeking Permanent Housing (also referred to as Homeless):

1. A completed Declaration of Seeking Permanent Housing which includes:
 - a. Plan to secure a fixed, regular and adequate residence.
 - b. Days and number of hours that child care is needed.

The period of Homeless eligibility is limited to sixty (60) working days per fiscal year (July 1 - June 30) for less than thirty (30) hours per week and no more than five (5) days per week. If you are homeless or become homeless while on our program, contact your case manager regarding your needs and the specific rules that apply to this need category.

OTHER INFORMATION NEEDED TO COMPLETE ENROLLMENT

1. Needs Assessment and Referral form
2. Authorization for Pick-Up form
3. Complete provider file. (If the provider is not already enrolled on Child Action, Inc.'s program, s/he will have to complete the enrollment process before the parent will be approved for care.)
4. Pre-admission Health History—Parent's Report
5. Pre-admission Health History—Physician's Report and immunization records (only required for non school-aged children)

NOTE: Parents must complete the entire enrollment process before services will be approved.
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CONTINUED ELIGIBILITY AND NEED

Once enrolled on Child Action, Inc.'s program, you must continue to verify your eligibility/need in the following ways:

Income: You must report any changes in income amount or source including overtime, bonuses, changes in TANF, seasonal employment, lottery winnings, etc.

Employment: You must continue to supply wage stubs per your case manager's request. You must report any changes including work hours, pay rate changes, place of employment, promotions, additional job(s), etc.

Vocational Training: You must demonstrate adequate progress toward your vocational goals. You must report any changes in courses, hours, attendance, student standing, etc.

NOTE: Child Action, Inc. does not determine eligibility for Stage 1 clients. Stage 1 families must adhere to the reporting policies set forth by the County.

RECERTIFICATION

You must be recertified at least once during a twelve-month period or at pre-arranged dates, depending on your family's eligibility status. Child Action, Inc. may require recertification more frequently if there are changes in income, family size, need for child care, or any other change relating to family eligibility.

NOTE: It is the parent's responsibility to notify Child Action, Inc. within five (5) days of any changes in family size, family income, need for child care services, addresses, phone numbers and any other information regarding family eligibility and need. Failure to notify Child Action, Inc. of any changes may result in termination from the program.

ATTENDANCE REPORTING

The California Department of Education has very specific requirements for the recording of attendance for subsidy reimbursement. CDE requires parents to maintain a daily sign-in and sign-out record (attendance form) for each child on Child Action, Inc.'s program.

- Attendance forms should be kept with providers and are the only form of documentation accepted for billing. (A sample attendance form is included at the end of this handbook.)
- Child Action, Inc. requires that parents sign and submit an Authorization for Pick Up form that indicates who has authorization to pick up their children. Only adults 18 years and older may sign children in or out of care. You should share this information with your provider so that s/he will know who you have authorized to sign your children in and out of care.
- Child Action, Inc. issues an attendance form for each child for each month. Only care for the specified month should be documented on the attendance form. Care for two months should never overlap on one attendance form. If your provider has not received an attendance form by the time care has started, contact your Child Action, Inc. case manager immediately.
- Attendance forms must be signed daily. Whoever brings the child to care and picks the child up from care should sign the attendance form. Providers should never sign attendance forms for the parent, unless the provider is taking the child to school or picking the child up from school, in which case the provider should sign her/his own name, not your name.
- It is a violation of state regulations for providers to ask parents to pre- or post-sign attendance forms. If the calendar portion of the attendance form appears to have been signed all at once and not on a daily basis, Child Action, Inc. may not be able to issue payment, and you may have to pay your provider directly out-of-pocket.
- If you make a mistake on the attendance form (for example, sign on the wrong date), you should cross out the error and initial it, and fill in the correct information.
- If you use care that is not authorized on the child care schedule, you will be responsible to pay for that care.

Two complete signatures are required to document the time a child first arrives at a child care facility and the final time the child leaves the facility. Children that use care before and after school will have additional in and out times and initials listed in the split schedule section of the attendance form.

If a child is absent or does not use scheduled care, the parent or authorized pick-up person must fill in the “Reason Code” box with one of the following codes:

Provider Closed All or Part of the Day	All Ages – Child Absent From Care or In Care for Fewer Hours		School-Aged Children <u>Only</u> (In Care for More Hours)	
C	S	Child or family member sick, at Dr.’s appointment, attending a funeral, or absent for other medically-related reason	S	Child ill; did not attend school, or was in care earlier because of illness
	A	Other absences (e.g. child/parent vacation, visiting relative, or other personal reason)	M	Minimum Day

1. The “**C**” code is to be used when a provider is closed and unavailable to provide care for all or part of a scheduled day of care.
2. The “**S**” code is to be used when:
 - a. Any child is absent from care or uses fewer hours than scheduled due to a medically-related reason.
 - b. A school-aged child is ill on a school day and is in care for more hours because of the illness.
3. The “**A**” code is to be used when a child is absent from care or uses fewer hours than scheduled due to a non-medical reason.
4. The “**M**” code is to be used for school-aged children only. It explains why a school-aged child used more hours on a school day (but within the approved hours on the CCS). It can also be used to explain why a kindergartner’s school hours and child care hours change on a minimum day.

NOTE: Unexplained absences or hours that do not correspond to the child care schedule will not be paid.

Attendance forms are paid on a first come, first served basis. Child Action, Inc. makes every attempt to issue payments within ten (10) working days of receipt of attendance forms. Attendance forms are checked each month to make sure that state rules have been followed in filling them out.

1. The attendance form must be complete, accurate and received by Child Action, Inc. **no later than 5:00 p.m. on the fifteenth (15th) of the month following service.** If the fifteenth of the month falls on a weekend or holiday, forms must be returned no later than the last working day before the fifteenth.
Payment will NOT be made for attendance forms received in a Child Action, Inc. office later than 5:00 p.m. on the 15th of the month.
2. A child must be signed **in and out** each day as care is provided.
3. If a child is scheduled for before-school care only, the provider may sign the child out of care.
4. If a child is scheduled for after-school care only, the provider may sign the child into care.
5. If a child is scheduled for before and after school, the provider may initial next to the times the child leaves for and returns from school.
6. When the last day of care for the month has been provided, the billing side must be signed and dated by the provider and the **enrolled parent** (not the authorized pick-up person).

NOTE:

- Child Action, Inc. can only pay for charges listed on the provider's billing statement on the front of the attendance form. Providers must list charges by week. We will not pay for additional charges that are not listed on the attendance form.
- Since attendance forms may not be pre-signed or pre-dated, Child Action, Inc. will not pay for days/hours of care provided after the attendance form has been turned in.
- The hours recorded on the attendance form must be the hours the child was actually in care. If the hours of care differ from those on the CCS, the appropriate reason code should be used to explain the discrepancy. If the CCS no longer reflects your child care needs, you must notify your case manager immediately to avoid jeopardizing your services..
- Do not alter or change Child Action, Inc.'s attendance form. Do not use "white out" on the form.
- Child Action, Inc. will not accept any photocopied or faxed attendance forms.

PROVIDER REIMBURSEMENT

Child Action, Inc. is bound by the regulations that govern all alternative payment programs. The regulations stipulate the conditions under which we can or cannot reimburse child care providers. Under these regulations, Child Action, Inc **cannot** reimburse providers:

1. In advance of services rendered.
2. Until they have completed all the necessary paperwork for reimbursement.
3. Unless the parent has enrolled on our program and has a written child care schedule approved by Child Action, Inc.
4. If the information in their file is not current.
5. If attendance forms are incomplete and/or not signed (this includes missing times or any days that do not indicate the reason for absence).
6. If the parent or provider refuses to sign the attendance form.
7. If any information on the attendance form is false or inaccurate.
8. If attendance forms are received after 5:00 pm on the fifteenth (15th) of the month.
9. For any unexplained discrepancies between the child care schedule and the attendance form.
10. For any unexplained absences.
11. If the child is suspended from child care.
12. If the parent or Child Action, Inc. ends the agreement for services.

Child Action, Inc. does not pay for any bills incurred before a family is enrolled on our program or after Child Action, Inc. has terminated services to the family. The dates of payment eligibility appear on the CCS. If services to the parent are terminated before the end date on the CCS, the CCS is no longer in effect.

METHODS OF PAYMENT

Child Action, Inc. makes payment to providers through our Direct Deposit Program which electronically transfers money into the financial account of their choosing.

Providers have three choices for Direct Deposit:

- Checking Account
- Savings Account
- Pre-Approved Skylight Debit Card Account

The Skylight Account allows providers who do not have a bank account to participate in the Direct Deposit Program. The Skylight Account is a pre-approved bank account accessed through an ATM/debit card. No credit check is necessary. The card may be used at virtually any ATM and at nearly any merchant location where PIN-based debit transactions are accepted.

To get more information about the Direct Deposit Program, go to the Subsidy Programs section of our website at www.childaction.org, or contact Provider Department staff at one of our client services offices.

NON-REIMBURSABLE CHARGES

The State of California determines which costs are reimbursable as a child care subsidy. Your provider may have other services that you wish to use, but Child Action, Inc. will not be able to pay for them. If you select services for which Child Action, Inc. cannot pay, you must make arrangements to pay the provider directly for these additional services.

Child Action, Inc. does not pay for the following charges:

1. Transportation charges.
2. Books or educational materials.
3. Private school costs or tuition.
4. Late fees.
5. Notice time when care is not used.
6. Fees for supplies.
7. Field trips.
8. Meals.
9. Time when the child is suspended from care.
10. Days in excess of ten (10) per fiscal year for provider non-operation (e.g., vacations, holidays, or when provider is otherwise unavailable).
11. Days in excess of ten (10) per fiscal year for medically-unrelated absences (licensed providers who charge for absences).

STOP CHECK PAYMENT POLICY

Although Child Action, Inc. uses direct deposit to pay providers, occasionally circumstances require us to issue a check. In that case, if the check is lost, Child Action, Inc. will only process a stop payment request thirty (30) days after the check was issued. We will reissue a new check five (5) days after receiving confirmation from the bank that the stop payment was processed.

PARENT FEES

Parents may be required to pay a portion of their child care costs, referred to as the parent fee. Parent fees are assessed on a sliding scale for each day the child is enrolled in care. Parent fee amounts are established by the State of California and determined by the family's gross monthly income, adjusted for family size, and whether the child is **enrolled** for full time (6 hours or more per day) or part time (less than 6 hours per day) care as defined by the California Department of Education.

Parent fees are family fees and will always be billed according to the child who uses the most hours on any enrolled day, regardless of the number of children enrolled on the program.

Parent fees are not related to the cost of care. If the parent changes providers and the child continues to be enrolled for full time care, the parent fee will not change, regardless of the amount the new provider is charging.

Parent fees are billed and collected in advance. Bills are mailed during the week of the fifteenth (15th) each month and will state the daily fee and the number of days for which the parent is being billed. The balance stated on the bill is due on the first (1st) of the month. Parent fees are considered delinquent if they are not paid in full by the seventh (7th) of the month.

EXAMPLE: Your daily parent fee is \$2.40 Full Time/\$1.20 Part Time. Your child is enrolled for full time care, Monday-Friday. On February 15th, you are sent a bill for the care your child is scheduled to use in March. March has 21 weekdays, so you will be charged \$2.40 for each of the 21 days. The total fee for March is \$50.40 and payment is due on March 1st. If payment has not been received by March 7th, the payment is considered delinquent.

DELINQUENT PARENT FEES

If Child Action, Inc. does not receive a parent's parent fee payment in full by the 7th of the month, we will issue a Notice of Action terminating services. Services will be terminated nineteen (19) calendar days from the date the notice is issued if payment is not made. The notice will state the amount of unpaid fees, the fee rate and the period of delinquency. If you receive a delinquent parent fee notice, you may request to establish a reasonable Delinquent Fee Repayment Plan **prior** to the termination effective date to avoid termination from the program. To remain on the program you must pay all current fees when due and comply with the provisions of your repayment plan (which means that you must pay current parent fees and repayment plan payments on time).

Child Action, Inc. reserves the right to submit unpaid parent fee debts to a collection agency to recover funds from parents who have been terminated from the program and/or who are ninety (90) days behind in their parent fee payments.

HOW TO MAKE PAYMENT

Child Action, Inc. accepts checks and money orders only; cash is not accepted. If your check is returned, we will no longer accept checks from you for payment. Payment must be remitted in person during regular business hours (M-F, 8AM-5PM), or sent via US Mail to our Administrative Office, located at 9800 Old Winery Place, Sacramento, CA 95827.

REIMBURSEMENT FOR ABSENCES

Child Action, Inc. can pay licensed providers for holidays, absences and vacations as follows:

1. The first ten (10) closure days per fiscal year (days coded as "C") when no care is used.
2. The first ten (10) medically-unrelated absence days per fiscal year (days coded as "A") when no care is used.

Payment is based on what the provider charges non-subsidized families and the rate listed on the child care schedule.

Child Action, Inc. can only pay non-licensed providers for the actual care they provide and cannot pay for hours or days for which the provider did not provide care or was unavailable to provide care.

In addition:

1. Child Action, Inc. reserves the right to refuse to pay for unexplained absences.
2. Child Action, Inc. does not pay for notice time to the provider if no care is used.
3. If there are excessive absences, Child Action, Inc. will reevaluate the child's need for care, and care may be discontinued or the child care schedule may be rewritten to reflect more appropriate hours and days of care needed.

PARENT LEAVE OF ABSENCE POLICY

Parents may request a leave of absence from the program which may not exceed twelve (12) weeks for non-medical reasons or sixteen (16) weeks for medical reasons.

To apply for a leave of absence, you must contact your case manager with the requested dates of the leave and the reason. All leaves must be requested in advance. Once approved, you may not resume services prior to the end-date of your leave unless you contact your case manager to request this in advance.

NOTE: Child Action, Inc. does not pay for care during leaves, and providers are not required to hold spots for children whose parents are on leave.

PARENT SERVICE INACTIVITY

Parents receiving Stage 1 or Stage 2 funds may experience temporary periods of ineligibility as they complete their CalWORKs activities. When this occurs, instead of issuing the parent a leave of absence, Child Action, Inc. will inactivate the parent's file and cease making payments for child care until the file is reactivated. Providers will be notified of these periods of ineligibility and when child care may resume. Providers are not required to hold the child's spot while the parent is inactive. Child care schedules will clearly state the periods of approved care, and providers should take careful note of these dates when they receive a new child care schedule.

FRAUD POLICY

The California Department of Education requires Child Action, Inc. to inform all families receiving subsidized child care services that if child care funds are obtained by providing fraudulent or incomplete information or by willingly omitting information, Child Action, Inc. shall actively pursue legal channels to recover the funds paid out for the child care services.

Any fraudulent, false or misleading information provided to Child Action, Inc. regarding resident address, usage of care, employment or student status, income, or eligibility relating to medical incapacitation will be grounds for termination and will be cause for Child Action, Inc. to recover funds, which may include a repayment plan. As a State- and County-funded program, Child Action, Inc. retains the right to share information or to verify documentation supplied by the parent or provider with any applicable State or County agency including, but not limited to, Department of Human Assistance, Community Care Licensing, Child Protective Services or the District Attorney's office.

TAX REQUIREMENTS AND REPORTING

Child Action, Inc. reports payments to providers of \$600.00 or more during the calendar year to both the Federal and State governments. At the end of the calendar year, your provider will be sent a Form 1099 (statement of non-employee earnings) stating the total money received from Child Action, Inc. during the calendar year. Copies of the Form 1099 are sent to the IRS (Federal government) and to the Franchise Tax Board (State government). Providers are required to claim those earnings when they file their income taxes. If they do not claim those earnings, they are likely to be audited and may be liable for fines and penalties for failure to report income. Child Action, Inc. is not responsible for any tax liabilities providers may have.

Additionally, Child Action, Inc. is required to report all independent contractors to the State Employment Development Department (EDD) for the purpose of child support enforcement.

NOTE:

- Child Action, Inc. is not the provider's employer and does not withhold any taxes from the provider's payments; therefore, the Form 1099 will reflect the entire amount paid to the provider for the year. Providers are responsible for form filing and paying their own taxes.
- Child Action, Inc. strongly advises parents or providers who have questions or concerns regarding the potential tax consequences of their child care payments to contact a qualified professional, the Internal Revenue Service (IRS) or the California Employment Development Department (EDD).

PARENT—TERMINATION/DISCONTINUANCE OF SERVICE

Parents who choose to terminate services with Child Action, Inc. should notify us two weeks in advance and should notify their child care provider in accordance with the provider's policies regarding termination of services. We urge providers to inform parents of all rules and timelines for notices of termination, including the **parent's** responsibility to pay their providers for any care provided after ending their service with Child Action, Inc.

Providers have the right to ask any of our families to leave their facility or home for any reason.

Parents may be terminated from Child Action, Inc.'s program for any of the following reasons:

1. Eligibility is discontinued by the Department of Human Assistance (DHA) or eligibility period ends and the parent has no new referral from DHA.
2. Failure to adhere to any rules established by Child Action, Inc.
3. Failure to submit verifiable information regarding eligibility or need for services, or any other required documentation, by the assigned due date.
4. Failure to report any changes that affect eligibility or need for services within five (5) days.
5. Failure to establish a continued need for services.
6. Use of child care services that have not been approved, or use of child care services for which a need cannot be substantiated.
7. No approved provider.
8. Failure to accurately maintain attendance forms on a daily basis.
9. Falsification of information on attendance forms, or refusal to sign attendance forms.
10. Failure to be recertified or failure to keep scheduled appointments.
11. Submission of fraudulent, false or misleading information or documentation.
12. Use of abusive or vulgar language, attempts to bribe, coerce, extort or threaten any Child Action, Inc. employee or client.
13. Failure to pay parent fees by the due date.
14. Family's gross monthly income exceeds 75% of the State median income.
15. Child reaches her/his 13th birthday.

Parents who are terminated from the program because they failed to report a change that rendered them ineligible, who used care for which they were not eligible or did not have a verifiable need or who reported false or misleading information may be levied an overpayment by Child Action, Inc. Parents may be ineligible for continued services unless the debt is paid off.

PROVIDER DISENROLLMENT

State laws require that Child Action, Inc. take action should any of the following conditions occur:

License Expiration/Revocation/Suspension/Probation for any licensed facility

a. Revocation/Suspension

If a provider's license is revoked or suspended, Child Action, Inc. will cease to reimburse the provider as of the date of the revocation or suspension. The parent and the provider will be notified in writing that payment has been terminated and the reason for the termination. In order to continue receiving services from Child Action, Inc., the parent will have to select a different provider. A provider who has a license revocation or suspension cannot be reimbursed by Child Action, Inc as a non-licensed provider regardless of her/his relationship to the child(ren).

b. Probation

If a provider is placed on probation, Child Action, Inc. will notify the parent of the provider's probation status and explain that the parent has the option to select another provider or remain with her/his current provider without risk of being terminated from the program. Child Action, Inc. will not approve services for new families with this provider during the probationary period.

Change of Location

a. Licensed Providers: Child care licenses are not transferable. Any time a provider moves, s/he must apply for another license. When the new facility is licensed, Child Action, Inc. requires a new Provider Information Sheet, Provider Statement of Understanding, and copy of the new license. In order to continue receiving subsidy payments, the provider must notify Child Action, Inc. prior to moving. If there is a time lapse between the provider's new and old license, no payment can be made for that time.

b. Non-Licensed Providers: If care is provided in the parent's home, Child Action, Inc. must be informed if/when the parent moves. If care is provided in the provider's home, the provider must notify Child Action, Inc. prior to moving. In both cases, we will require that the provider update forms necessary in her/his file.

Change of Ownership

Any time a child care center changes ownership through a sale, transfer or any other means, it must be re-licensed. The Provider Statement of Understanding and Provider Information Sheet are not transferable. Child Action, Inc. cannot issue payment if we do not have a new license, a new rate sheet, a new Provider Statement of Understanding and a new Provider Information Sheet.

TrustLine Denial/Revocation/Closure

State law prohibits Child Action, Inc. from paying a provider whose TrustLine application is initially denied or closed. In addition, if a provider's TrustLine is ever revoked, we will stop payment immediately. If a provider's TrustLine is denied, closed or revoked, Child Action, Inc. will not issue payment regardless of the provider's relationship to the child(ren).

- a. Denial of TrustLine usually means that the provider's application has not been approved because the provider has been convicted of a felony that would preclude her/him from safely caring for children.
- b. Revocation of TrustLine means that a TrustLine application was previously approved but has been revoked, usually because the provider has committed a felony after the initial approval.
- c. Closure of TrustLine means that the application cannot be approved, usually because part of the application is missing.

FAIR HEARINGS

In accordance with State Department of Education, Child Development Division guidelines, if child care services are changed or discontinued, parents are issued a Notice of Action in advance that states the effective date and reason for the action.

If you are terminated from the program for any reason or do not agree with a judgment and/or decision we have made regarding your eligibility for services, you are entitled to a fair hearing. Procedures for requesting a fair hearing are on the reverse side of the Notice of Action.

If you elect to have a fair hearing, Child Action, Inc. will continue to pay for child care during the fair hearing process; however, if the fair hearing does not result in reinstatement, you may be liable for the cost of any care beyond the effective date of the Notice of Action.

We hope your time with Child Action, Inc. is productive and allows you peace of mind that your children are in good care. We also hope that your time on this program will help enable you to reach your goals. If you have any questions, please contact your case manager.

Child Action, Inc.

Client Services

Sample Attendance Form

Please sign child in and out of care daily. A full signature is required.

1. Payment will be processed within 10 working days of receipt of attendance form.
2. Any forms received after the 15th of the month will **not** be paid.
3. Notify us if this child is absent for three consecutive days or more.
4. Only list hours that the child **actually used** each day. Incomplete or inaccurate attendance forms will not be paid.
5. Do **not** use "white-out." Days marked with "white-out" will not be paid.
6. Each day the child does not use care as scheduled, enter one of the codes listed below in the "Reason Code" box on the back page.

Provider Closed All or Part of the Day	All Ages – Child Absent From Care or In Care for <i>FEWER</i> Hours	School-aged Only – Child in Care for <i>MORE</i> hours	
C	S	Child or family member sick, at Dr.'s appointment, attending a funeral, or absent for other medically-related reason	S
	A	Other absences (e.g. child/parent vacation, visiting relative, or other personal reason)	M
<input type="radio"/> For holidays when the provider is closed, use the "C" code <input type="radio"/> For holidays when the provider is open, but the child is absent, use the "A" or "S" code, whichever is applicable		<input type="radio"/> For care used on a nonschool day, do NOT enter a code	

Provider Billing:

Please fill out your billing amount in the appropriate categories. Please bill **your** rate. Do not bill the CAPS. (**Note:** All charges must appear on your rate sheet and the child care certificate if you wish us to consider payment.)

- Monthly Rate: \$ _____ / month
- Weekly Rate: Wk1 \$ _____ Wk2 \$ _____ Wk3 \$ _____ Wk4 \$ _____
- Daily Rate: \$ 20 / day [X] 4 # of days
- \$ _____ / day [X] _____ # of days (if applicable)
- Hourly Rate: \$ _____ / hour [X] _____ # of hours
- \$ _____ / hour [X] _____ # of hours (if applicable)

The **provider** must check the type of rate used and fill in the rate amount. In this example, the provider's rate is \$20/day when the child uses care on a school day. (Note that the amount entered as the provider's rate should always be the rate the provider charges for services and not the state

Other Charges (if applicable):

The **provider** must record any additional charges, including registration fees.

- In-service Days: \$ 30 / (day/hour) [X] 1 # (days/hours) Specify dates: 9/1
- Minimum Days: \$ 25 / (day/hour) [X] 1 # (days/hours) Specify dates: 9/10
- Registration Fee: \$ _____


YOU MUST SIGN AND DATE THIS SECTION OF THE ATTENDANCE FORM ON OR AFTER THE LAST DAY OF CARE PROVIDED DURING THE MONTH OR IT WILL BE CONSIDERED INCOMPLETE.

I (the parent/provider) declare under penalty of perjury under the laws of the United States and the State of California that the facts contained in this attendance form are true, correct and complete for the entire month and that the provider named in this form provided the child care.

Olga Doe _____ 9/30/09 _____
 Provider Signature Date

Jane Smith _____ 9-30-09 _____
 Parent Signature Date

The front of the Attendance Form must be signed and dated by both provider and parent. Providers and parents should make sure to sign at the end of the month so they can accurately verify the total hours of care used. Child Action, Inc. will not pay for days/hours that occur after the Attendance Form has been turned in or past the date of the signatures. Providers and parents should sign just as they would a check, and must sign for themselves only.

Sign in daily				Use if child has split schedule				Sign out daily			Office Use Only
Date	Time In	Full signature of adult signing in child	Time Out	Initials	Time In	Initials	Time Out	Full signature of adult signing out child	Reason Code		
M	9/1	7:05	Jane Smith					5:15	Jane Smith		
T	9/2										
W	9/3	7:10	Jane Smith	7:50	OD	2:35	OD	4:40	Jane Smith		
Th	9/4										
F	9/5	7:00		7:50	OD	2:35	OD	4:50	Jane Smith		
Sa	9/6										
Su	9/7										
M	9/8	2:35	Olga Doe					5:00	Jane Smith		
T	9/9										
W	9/10	12:15	Olga Doe					5:00	Jane Smith	M	
Th	9/11										
F	9/12									C	

<p>Refer to each example above by the date listed. The parent is Jane Smith and the provider is Olga Doe. The child is scheduled to use care every Monday, Wednesday and Friday from 7am-5pm. School hours are 7:50am-2:35pm. Each day the child is scheduled must have complete times and signatures or have a reason code entered.</p>	
9/1	<p>Example of non-school hours. Children must be signed <u>both in and out of care</u> by an authorized person each day care is provided.</p>
9/3	<p>Example of before and after school care. The parent's signature verifies the time the child was dropped off (7:10) and picked up (4:40) from the provider's facility. The provider's initials confirm the time the child was dropped off (7:50) and picked up (2:35) from school.</p>
9/5	<p>Two signatures are required each day that a child uses care. Because there is a missing signature in the first "Time In" box, this day is considered incomplete and cannot be paid. Likewise, days with missing in or out times cannot be paid.</p>
9/8	<p>If care is after school only and if the provider picks up the child from school, the provider must sign in the child in the first "Time In" box. The person authorized to pick up the child from the provider's facility must sign the "Time Out" box. If care is before school only, the person authorized to drop off the child must sign in the child in the first "Time In" box. If the provider sends the child off to school, the provider must sign in the "Time Out" section. For before or after only care situations, do not use the split schedule section. Full signatures must be used in the applicable sign in/sign out sections.</p>
9/10	<p>The "M" code designates a minimum school day. It explains why the child was in care at 12:15 on a school day when the child is usually in care at 2:35.</p>
9/12	<p>The "C" code designates when care is not used because the provider was closed. For holidays when the provider is closed, use the "C" code. For holidays when the provider is open, but the child is absent, use the "A" or "S" code, whichever is applicable.</p>

Child Action, Inc. Locations

Client Services and Resource & Referral

9961 Horn Road
Sacramento, CA 95827
(916) 369-0191

Client Services

2330 Glendale Lane, Suite 150
Sacramento, CA 95825
(916) 921-5345

Client Services

1174 National Drive, Suite 40
Sacramento, CA 95834
(916) 928-3018

Client Services

5450 Power Inn Road, Suite G
Sacramento, CA 95820
(916) 381-1549

Parent Fee Office

9800 Old Winery Place
Sacramento, CA 95827
(916) 369-4470



**Visit us online
at www.childaction.org!**