



## **Provider Information Guide**

**For Child Care and Development Programs**

- **Alternative Payment Program**
- **CalWORKs Stage 2 Program**
- **CalWORKs Stage 3 Program**

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### WELCOME TO CRYSTAL STAIRS

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Dear Child Care Provider,

Enclosed you will find the Crystal Stairs, Inc. Provider Information Guide for child care programs funded by the Child Care and Development Division (CCDD).

Crystal Stairs has prepared this guide to inform you about the policies and procedures that apply to your participation. This guide contains valuable information you will need to know to ensure your success as a child care provider.

Our goal is to help you, and your parents, meet the required regulations and policies. Please make sure that this information is available to your employees and/or new staff.

Please read and review this information guide carefully. We strive to provide you with high quality services and invite you to contact us at any time if you need help or assistance.

**We have included a receipt insert for you to sign to acknowledge that you have received the Provider Information Guide. It is important that you sign and return the Acknowledgement of Receipt to the Provider Services Department, Agreements Unit immediately.**

Sincerely,

Provider Services Department

## PROVIDER PARTICIPATION

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Crystal Stairs does not directly fund spaces in specific child care centers or family child care homes. A parent in the program selects the provider (parental choice). Our goal is to promote parental choice and to empower parents to make informed choices about child care for their children.

The provider chosen by the parent is required to provide documentation demonstrating the requirements outlined in this guide for participation.

### Non-Discrimination Policy

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Crystal Stairs will not discriminate on the basis of race, color, medical condition as defined by state law, ancestry, religion, sex, national origin, age, marital status, sexual orientation, gender, ethnic group identification, mental or physical disability, pregnancy, childbirth and related medical conditions, or any other legally protected status in determining which children are served in the program.

Child care providers that participate in the subsidy program may not discriminate on the basis of race, color, medical condition as defined by state law, ancestry, religion, sex, national origin, age, marital status, sexual orientation, gender, ethnic group identification, mental or physical disability, pregnancy, childbirth and related medical conditions, or any other legally protected status in determining which children are served by the child care provider. Child care providers participating in the subsidy program must welcome children with disabilities and other special needs. Providers will not charge the program a categorically higher rate for serving children with disabilities and other special needs.

Providers will work with the agency, parents, health, education, and child development professionals to facilitate access and make reasonable accommodations for children with disabilities in compliance with requirements of the Americans with Disabilities Act (ADA).

### Providers Are Independent Contractors

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**Child care providers serving children of families enrolled in child care subsidy programs administered by Crystal Stairs are independent contractors, NOT EMPLOYEES of Crystal Stairs.**

This means that:

- Crystal Stairs does not have the right to determine the provider's hours of operation and/or how child care services are provided or performed.
- Crystal Stairs does not provide the supplies, materials and/or equipment necessary to perform child care services.
- Crystal Stairs issues subsidy payments to providers on behalf of families enrolled in the agency's child care subsidy programs. Crystal Stairs does not supervise providers.
- Child care providers develop their own rules, responsibilities and policies for parents receiving their services.
- The child care provider is selected by the parent participating in the child care subsidy program.

- **Crystal Stairs is not the provider's employer;** child care services are performed based on a written service agreement between parent and provider. Provider executes an agreement with Crystal Stairs wherein the provider acknowledges that s/he is not an employee of Crystal Stairs. Crystal Stairs issues a government subsidy payment directly to provider for services rendered to the parent. The agency does not withhold or pay income or payroll taxes and/or provide fringe benefits (e.g., health insurance, vacation, sick leave) for providers.
- The State of California does not employ the provider, and the provider is not an employee of the State.\*  
If the provider's facility is a county-owned facility and the provider is paid as an employee of Los Angeles County to provide child care for county employees, then the provider receives a W2 form for child care services from the County of Los Angeles.

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### PROVIDER ELIGIBILITY

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The following child care providers may participate in Crystal Stairs' government-funded child care subsidy program:

- Licensed Child Care Center
- Licensed Family Child Care Home
- License-Exempt Center
  - Public recreation programs for school-age children or that operate part-time or seasonally, extended day care programs, programs that operate a minimum number of hours a week, and ancillary child care (where the parents are on the premises)
- License-Exempt Provider
  - Family: aunt, uncle, grandparent (TrustLine Registry is not required)
  - Friend, neighbor, or relative not specified as an aunt, uncle or grandparent of a child who can provide care for a child of one non-relative family (TrustLine Registry is required)
  - License-Exempt providers are allowed to provide child care services to one family, either relative or non-relative. License-exempt providers are not employees of Crystal Stairs.
- Provisional License-Exempt Provider
  - TrustLine Registry is required within 30 days from the start of child care services and reimbursement is dependent on a criminal record clearance.
  - Reimbursement will not be issued prior to the TrustLine Registry date if we have not received a TrustLine Clearance Letter within the initial 30 days.
- Private School -Before and After School care
  - Child must be receiving academic instruction from the provider's school.

All child care providers that participate in the subsidy programs must document their eligibility to participate in the program. All documentation will be reviewed and verified by agency staff.

- The effective date of approval is dependent on the receipt and final approval of all required documentation.
- Crystal Stairs will not begin payment to a provider until all required documentation has been submitted, the provider's agreement is completed, the agreement is approved, and the child is authorized for child care.

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- Once approved, providers will be mailed a Certificate of Enrollment (COE) indicating the name of the family and children authorized to receive child care including the dates of care, the days and hours of authorized care, the voucher ceiling reimbursement amount and one record of attendance per child.

**Crystal Stairs will not be responsible for payment prior to approval.**

### Licensed Providers Requirements

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In California, the following types of providers are required to be licensed or certified:

- Child Care Centers
- Small and Large Family Child Care Homes
- Certain public or private recreation programs (License Exempt Centers)

The following are required of all licensed providers:

- Must be 18 years of age or over
- A copy of the provider's valid California Driver's License or ID card
- A copy of the provider's Social Security Card or IRS letter
- A copy of the provider's current facility license
- A copy of the provider's Private School Affidavit (PSA) if applicable
- A copy of written materials that are given to non-subsidized (private pay) and subsidized families enrolled in the provider's facility including rates/fees for services and hours of operation
  - Written Materials are not required to be dated for participation. If dated, the agency will honor the written materials for the period noted on the written materials.
  - If the provider charges tuition for providing school instruction, indicate the school hours, child care hours and child care rates, separately
  - If the provider charges differing rates for evening/weekend hours or hours exceeding 52.5 hours per week, indicate these rates separately. If these rates are not included in the submitted written materials, the provider will not be eligible for the corresponding rate adjustments.
- A W-9 form attesting to the provider's business tax payer identification number
- Completed and signed Agreement forms certifying the provider's understanding of program requirements, and the rates/fees charged for child care and development services

The program will not pay for child care services if the provider's facility's license is suspended, revoked or invalid. If child care payments were made under these conditions, Crystal Stairs may seek reimbursement from the provider.

Please note that liability coverage shall be in the form of:

- A liability insurance policy covering injury to clients and guests in the amount of at least one hundred thousand dollars (\$100,000) per occurrence and three hundred thousand dollars (\$300,000) in total annual aggregate coverage; OR
- A bond in the aggregate amount of three hundred thousand dollars (\$300,000); OR
- Maintenance of a file of affidavits signed by each parent or authorized representative of every child enrolled in the facility, with the affidavits stating that the parent or authorized representative has been informed that the family child care home does not have liability insurance or a bond.

### Revocation of License

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The status of a provider **will not** change to license-exempt if the facility license has been suspended, revoked, or invalid. Payments will be suspended upon notification.

- Providers may **not** request a Change of Status to update their provider type if license is not active.

**Note: Providers are required to report suspected child abuse or neglect. The 24-hour Los Angeles County Child Protection Hotline number is (800) 540-4000.**

## Change in Facility Ownership

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The status of a provider is dependent on the active agreement and the validity of the facility license. Upon notification of a change in ownership, the provider's agreement with Crystal Stairs will become null and void, upon the effective date of termination with the previous owner specified in the agreement with Crystal Stairs.

- Families will be notified of the provider termination and will be informed to select a new provider or Interim Provider.
- The new owner will be required to complete a new agreement with Crystal Stairs and submit any required documentation.
- Crystal Stairs will resume payment from the effective approval date of the new agreement with Crystal Stairs for children that have requested to move with the new child care facility owner.

## Facility License Capacity and Child Age Limits

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Providers must remain in compliance with applicable licensing requirements, laws, and regulations at all times. Please refer to the regulations of Community Care Licensing (CCL) to ensure that all requirements are met.

The capacity specified on the provider's facility license shall be the maximum number of children for whom care can be provided at any one time.

- Providers must ensure that additional child enrollments will not violate the overall capacity indicated on their facility license.
- It is the provider's responsibility to monitor the total number of children enrolled and present in their facility at all times during posted hours of operation.
- It is the provider's responsibility to monitor when a child ages up to a new age group and acknowledge that the age group may not be covered in the limitations of the facility license with the new addition.

Crystal Stairs will report all allegations of licensing violations to Community Care Licensing (CCL) for follow-up. Serious allegations may result in the provider's facility license being suspended, revoked and/or placed on a probationary status. The revocation of a facility license will result in the termination of the provider's agreement. Subsidy payments will be suspended upon Crystal Stairs notification of suspension.

Providers should contact Community Care Licensing (CCL) for facility license updates and/or clarifications to the limitations listed on the document.

To ensure the safety and well-being of children in care and maintain compliance with state licensing regulations by addressing instances where providers exceed their licensed capacity. Child care providers must comply with the capacity limits set forth in their license issued by the

appropriate regulatory authority (e.g., Community Care Licensing). Operating over capacity is a violation of licensing terms and poses significant risks to child safety and program integrity.

## Definitions

- **Licensed Capacity:** The maximum number of children a provider is authorized to care for at one time, as stated on their child care license.
- **Over Capacity:** A situation where the number of children in care exceeds the licensed capacity at any given time, regardless of the funding source.

## Procedures To Address Over Capacity in Licensed Child Care Settings

1. **Monitoring and Reporting**
  - Crystal Stairs reserves the right to review attendance records, sign-in/sign-out timesheets, reimbursement invoices, and other documentation to ensure compliance.
  - Suspected over-capacity concerns may be reported by staff, parents, or other stakeholders to Community Care Licensing (CCL).
2. **Response to Over Capacity**
  - If a provider is found to be over capacity, Crystal Stairs will prohibit the enrollment of any additional subsidized children.
  - Cases involving confirmed over-capacity operations will be referred to Community Care Licensing (CCL) as required by law.
3. **Reinstatement**
  - Providers found in violation may resume child enrollment upon verification of facility license capacity compliance and, if applicable, licensing clearance by CCL.

## License-Exempt Providers Requirements

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In California, the following types of providers are exempt from licensing:

- Care provided for a relative or non-relative (License-Exempt providers are allowed to provide child care services to one family, either relative or non-relative)

The following are required documentation of all License-Exempt providers for participation in the government-funded child care and development program:

- Must be 18 years of age or over
- A copy of the provider's valid California Driver's License or ID card
- A copy of the provider's Social Security Card
- Health and Safety Self-Certification forms (non-Relative)
- Provider Service and Fee Schedule
- Declaration of Exemption from TrustLine Registration and Health and Safety Self-Certification (Relative)
- TrustLine Registry, if applicable
- A W-9 form attesting to the provider's taxpayer identification number
- Completed and signed Agreement forms certifying the provider's understanding of program requirements, and the rates/fees charged for child care and development services
- A completed Independent Contractor Advisory

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Effective January 2022, license-exempt providers will be reimbursed at the Regional Market Rate Ceiling.

## TrustLine Registry and Exemptions

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A non-relative provider, defined as anyone other than an aunt, uncle, or grandparent of the child receiving services, MUST complete a background check (TrustLine) and clear the background check before care can be authorized, and payments issued.

- Providers will not be approved for services until cleared by the TrustLine process.
- When the agency receives a TrustLine Registry Clearance Letter from the California Child Care Resource and Referral Network, the provider may become a participating provider, provided they submit completed agreement documentation.
- If the provider's TrustLine application is denied, closed, or pending, the provider's Child Care Agreement will be terminated, and the provider will not be able to participate in the program.

**Note: If the relationship of the provider to the child receiving services is not clear, we will require the provider to be TrustLine Registered, even if the provider is a relative of the child.**

## In Home Care

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License-Exempt Providers: If care is provided in the child's home, the parent assumes the responsibilities of being the provider's employer and must follow legal, tax reporting and other employer-related requirements. The parent may sign a department attestation, informing them of their responsibilities as the employer and as the employer complying with all applicable federal, state, and local employment laws and payroll tax requirements.

Even though Crystal Stairs does not deduct taxes from payments issued for authorized child care services provided, Crystal Stairs does report earnings as required to the Internal Revenue Service (IRS).

## Provisional License-Exempt Provider Requirements

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A license-exempt child care provider who is not an aunt, uncle or grandparent of the child must be TrustLine Registered.

- Providers who are required to be TrustLine Registered cannot be reimbursed for child care services until the TrustLine is cleared.
- In situations where there is an "immediate need," a parent is allowed to select a provisional child care provider. The provisional child care provider must complete a TrustLine Registry form and be TrustLine registered within 30 days to be eligible for reimbursement.
- If a provisional child care provider fails to be TrustLine registered within the 30-day period, the agency will not reimburse any child care services prior to the TrustLine Registration date.
- Child care services will only be approved for the provisional child care provider if no other licensed child care provider is able to provide services for the parents' child care needs.

### Alternate Provider: Reimbursable Hours of Care

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Alternate Providers are reimbursed based on actual attendance when the primary provider is closed to provide services due to child illness or a paid non-operational closure date. An Alternate Provider is approved prior to the reimbursement of child care services.

Reimbursable hours for an eligible alternate provider shall include and are limited to:

1. Time that child care services are provided by an eligible alternate provider when the child is ill, and the parent must obtain care from an alternate provider.
  - a. Reimbursement to alternate provider when the child is ill shall be limited to a maximum of ten (10) days per child per fiscal year (July-June).
  - b. Reimbursement more than ten (10) days per year is based on the illness of the child if the parent provides a physician verification.
2. Time that child care services are provided when a primary provider has a paid day of non-operation, and the parent has obtained an alternate provider to meet the certified need for child care.
  - a. Reimbursement to alternate provider when the primary provider has a paid non-operational day shall be limited to ten (10) days per child per fiscal year (July-June).

Note that reimbursable hours do not include scheduled instructional minutes available to a school-age child.

### Changes to Provider Child Care Agreements

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Notify the Provider Services Agreements Unit if the provider's agreement information has changed. Submitted all related updated information to the Provider Services Agreements Unit.

Notification is required within five (5) business days for:

- Change in a facility's ownership
- Change of address or contact telephone number
- Change in license status, program policies or changes in rates/fees

Providers must report a change in ownership and the effective date of the change. The program will not reimburse child care services from the effective date of the provider's change in ownership. Reimbursement will resume upon receipt and approval of the new program agreement.

Providing a change of address to the post office, County, or GAIN office only is not sufficient. Providers are required to give notice of address changes and new contact telephone numbers directly to the Provider Services Agreements Unit.

- Crystal Stairs always assumes providers receive mail at the address currently on file for the provider.
- If providers do not notify Crystal Stairs about an address change, Crystal Stairs is not responsible for mail that is lost, returned, or not received.
- Licensed Providers: The program will not pay for child care services from the effective date of the provider's move from the previous location. Crystal Stairs will not resume payment until all required documentation has been submitted, completed, and approved for the new location.

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- Parents will be notified of a provider's pending status and will be responsible for child care payments until a provider's documentation has been approved for the new location.

Providers must complete an Agreement Renewal Packet for changes in license status, program policies or changes in rates/fees.

- **If a completed Agreement Renewal Packet and supporting documents are received on or before the 5<sup>th</sup> calendar day of the month, the changes shall be effective on the first of the following month.**
- **If the completed Agreement Renewal Packet and supporting documents are received after the 5<sup>th</sup> calendar day of the month, the changes shall be effective on the first of the second following month.**
- **Changes shall be applied to current and newly authorized children.**

**License-Exempt Providers do not have to request a change for rate/fee levels.** Effective January 2022, license exempt providers will be reimbursed at the maximum level per ceiling type.

**Licensed Providers** are not limited to the number of times to request rate/fee levels updates.

- Request an Agreement Renewal Packet from the Provider Services Agreements Unit.
- Requests will be compared and limited to the most current Regional Market Rate Ceiling.

## AGREEMENT REMINDERS

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### Parent Reminders

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The parent is responsible for managing certain aspects of the child's care and receives a parent handbook that details the parent's responsibilities as a program participant. Refer to the following list of reminders to ensure parents(s) are informed of their responsibilities:

- Parents enrolled in the program choose the provider for their family and the parent must follow all requirements for the child care provider of choice.
- A parent who wishes to change child care providers is encouraged to give at least two (2) weeks written notice to their current provider and to the parent's Family Services Specialist. If the parent does not provide notice of a change, the parent is responsible for the fees the provider charges for early termination. Crystal Stairs **does not** reimburse for early termination fees charged to the parent (**Two Week Notice**). Parents enrolled in a provider's facility must follow all the rules and requirements of a private-paying family.
- Parents are encouraged to voluntarily report changes to their assigned Family Services Specialist that may require an increase in approved child care hours or a decrease in their Family Fees.

## Provider Reminders

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The provider can take the following steps to resolve attendance and authorization issues:

- Contact the parent's Family Services Specialist within seven (7) calendar days when the parent refuses to properly complete the record of attendance. Crystal Stairs will remind the parents of the importance of this step. The parent's failure to complete the record of attendance may be the cause for his or her termination from the program.
- For questions regarding parent authorizations and eligibility, please have the parent contact their assigned Family Services Specialist.

## REIMBURSEMENT FOR SERVICES AND CO-PAYMENTS

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Child care providers must document rates/fees charged for child care and development services to the public. Crystal Stairs reimburses for child care services using the California Code of Regulation Title 5 Utilization of Regional Market Rate Survey regulations. These regulations are subject to change and are available online at the CDSS website ([www.cdss.ca.gov](http://www.cdss.ca.gov)).

1. Reimbursement is limited based on the applicable ceiling limit per the current market rate survey. The child's age, provider type and need for services will be used to determine the applicable ceiling.
2. Reimbursement will not exceed the fees charged to the public.

If the rate/fee a provider charges the public is above the Regional Market Rate Ceiling, the parent is required to pay the difference directly to the provider. This is a "co-payment." Crystal Stairs does not pay co-payments.

**Note: Provider reimbursement is limited to the applicable ceiling or the provider's requested rate, whichever is less.**

## Parent Maximum Subsidy Certificate (Voucher)

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Each parent is issued a Parent Maximum Subsidy Certificate, or Voucher, which contains the maximum limit allowed for child care reimbursement. This certificate is based on the Regional Market Rate Ceiling, the age of the child receiving care, and the need of the parent and is used to aid the parent in understanding their financial responsibility when selecting a provider.

Reimbursement amounts issued to providers by Crystal Stairs will not exceed the amount listed on the Parent Maximum Subsidy Certificate. If a parent elects to use a provider that charges above the amount indicated on the Parent Maximum Subsidy Certificate, the parent is responsible for any charges above the listed amount. For payment issues regarding charges above the amount listed on the Parent Maximum Subsidy Certificate, contact the parent.

- Providers should review the Parent Maximum Subsidy Certificate for accuracy. Ensure that the correct rate ceiling is being used and that all applicable care schedules are displayed.
- Once approved, providers will receive a Certificate of Enrollment (COE), which will include the same information as the Parent Maximum Subsidy Certification.

**Note: The maximum amount listed on the Parent Maximum Subsidy Certificate can be increased when applicable adjustments are applied, such as Evening/Weekend, Full Time Plus, or Special Needs.**

### DAILY ATTENDANCE

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Crystal Stairs provides all providers with pre-printed records of attendance that are required to be completed each day for each child throughout the month.

- **Contact the office immediately if a pre-printed record of attendance has not been received in the mail before the 5<sup>th</sup> calendar day of each claim month.**
- Do not alter the pre-printed information listed on the record of attendance.
- Crystal Stairs will not process altered records of attendance, photocopies, or faxes.
- Remind parents or authorized representatives that they must complete the record of attendance DAILY for each child in care.

**Note: Please review the record of attendance for accuracy, especially the Service Month and Year. It is the responsibility of the parent and provider to ensure that submitted records of attendance are accurate and complete. Our goal is to help you, and your parents, meet the required regulations and policies.**

**If you have employees, please make sure that this information is available to your staff.**

### Alternative Records of Attendance

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Crystal Stairs mails pre-printed records of attendance at the beginning of the month for all authorized children. If a pre-printed form has not been received in the mail before the 5<sup>th</sup> calendar day, the provider may record attendance using an alternative record of attendance.

If a provider is submitting an alternative record of attendance, the following information **MUST** be included:

- Provider Name and Provider ID number
- The name of the child receiving services
- The specific month, dates and year services were provided
- Actual arrival and departure times for child care, each day services were provided
  - Including actual times when a school-age child departs for and returns from school during the day
- Both the parent and provider must record full signatures and dates on or after the last day of care during the service month, attesting under penalty of perjury, that the information provided on the alternative record of attendance is accurate
- Collection of Family Fees if applicable, which includes amount collected, parent and provider signature, and date

Ensure that the information recorded is legible and that only one (1) original alternative record of attendance is submitted per child. **Altered pre-printed Crystal Stairs forms will not be acceptable as an alternative record of attendance.**

**Note:** Program generated alternative records of attendance can be accepted if the parent or authorized representative records daily arrival and departure times each day and include all the information listed above.

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Alternative records of attendance that are received without the required elements listed above will be rejected and returned to the provider. The provider must resubmit all returned records of attendance once completed for payment review and reimbursement.

## Completion of the Attendance Records

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Attendance Records must be completed DAILY by the parent, provider, or authorized representative.

- Record actual arrival and departure times on each day that services were rendered and indicate AM or PM for each actual time.
- Record actual departure and arrival times for school age children in the shaded columns on each day that services were rendered.
- Record specific reasons for all absences, holidays, vacations and/or any additional update.
- The parent and provider must sign and date the **Attendance Certification** statement on or after the **last day** that child care was rendered.

## Important Record of Attendance Completion Reminders

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Please refer to these reminders to submit "payment ready" records of attendance.

- Records of attendance must be completed **DAILY** by the parent, provider, or authorized representative, by using a blue or black ink pen.
- If applicable, the **Family Fee Certification & Receipt** section must be completed by both the parent and provider.
  - Select one of the three checkboxes.
  - Record the amount collected, amount collected with a payment plan, or balance due.
  - Parent and provider must sign and date the Family Fee Certification & Receipt section.
- Parents or authorized representatives are required to record the child's **actual arrival and actual departure times daily** and must indicate AM or PM for each actual time.
  - Parents or authorized representatives must enter the actual time of arrival and departure for each child in care.
- The provider or authorized representative must enter the actual time when a school-age child departs for and returns from school during the day.
  - The pre-printed record of attendance includes a shaded column for the school "time out" and "time in."
- Space is provided for the parent or authorized representative to record a child absence **reason** for all absences, illness, holidays, vacations and/or any additional school updates on the record of attendance.
  - The parent should submit a copy of the most current school calendar to their Family Services Specialist for updated hours/day in the service month.
- The parent and provider must sign and date the **Attendance Certification** statement on or after the last day that child care was rendered.
  - Records of attendance that are missing a parent and/or provider Attendance Certification signature are rejected for completion.
  - The provider must resubmit the record of attendance, once completed, for payment review and reimbursement.
  - Missing Attendance Certification signatures will result in a delay in payment.

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- Mistakes and corrections made on the record of attendance must be lined out, corrected, and initialed by the provider, parent, or authorized representative.

### Recording Absences

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The parent or authorized representative must confirm all absences recorded on the record of attendance.

- Absences (including absences due to illness), holidays, and/or vacations can be recorded on the Absence Reason column on the record of attendance on the day the absence occurred.
- Providers do not need to track absences or keep records of specific reasons for each child absence, however, child care provided must be consistent with the certified need documented on the Parent Maximum Subsidy Certificate (Voucher) and Notice of Action.

### Dates of Non-Operation

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Dates of non-operation are days when a licensed child care provider is closed for business and requests reimbursement as part of their usual and customary business practice. Crystal Stairs will reimburse licensed child care providers up to a maximum of ten (10) dates of non-operation per year for children with predicable (set) schedules. The provider must:

- Indicate the specific ten (10) dates of non-operation in their written materials and submit updated non-operational dates **each year**.
  - **Updated non-operational dates must be submitted by November 30<sup>th</sup> for the days to take effect during the following year if you list specific dates per year.**
  - Standard Holidays (New Year's Day, Independence Day, and Christmas Day) will be honored on the specific date of the holiday unless specified otherwise.
- The provider must indicate which specific ten (10) dates of non-operation for which they want to be reimbursed if the provider has more than ten (10) dates.
- Indicate "Non-Operational Day" on the record of attendance.

**Note:** Reimbursement will be based on the hours in which a child would normally be scheduled to attend on that day, as authorized by the Family Services Specialist. **Non-operational days will not be reimbursed for children authorized on an unpredictable (variable) schedule.** In addition, when the provider exceeds their ten (10) dates of non-operation, the agency will prorate reimbursement to account for the additional non-operational days.

### Instructions on Attendance and Abandonment of Care

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Crystal Stairs limits reimbursement to up to 30 consecutive days or up to the families dis-enrollment date when it is determined that child care services have been abandoned. The agency shall consider child care services to be abandoned by a parent when the following occurs:

- Provider notifies the agency within seven (7) calendar days that the parent has ended child care services without notice or reason
  - Parent is not available to sign the record of attendance at the end of the month, attesting under penalty of perjury that the information on the record is accurate
  - Parent and provider sign the record of attendance at the end of the month, but child care hours are not recorded, with an indicated child care end date
- Please refer to Title 5 California Code Regulations (5CCR 18066.5) for further information.

**Note:** If the determination is made that a provider has completed a record of attendance fraudulently, Crystal Stairs will send the provider a notification that their child care provider agreement (including memorandum of understanding) and their participation with all Crystal Stairs programs will be terminated in accordance with agency policies and procedures.

If a provider notifies the agency that the parent has ended care without notice or reason, the Family Services Specialist shall make two attempts to contact the parent. If the parent cannot be reached after two contact attempts or the parent indicates services are no longer needed, the parent will be dis-enrolled from the program as per the Abandonment of Care policy.

### Missing Parent Signature and Declaration

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The monthly record of attendance or alternative record must include signatures of both the parent and the provider attesting under penalty of perjury that the information provided is accurate.

When experiencing unresponsive parents, or parents refusing to sign the Attendance Record, providers should consider submitting the claim in-office following the Abandonment of Care policy.

- From the date of notification from the provider, Crystal Stairs shall limit reimbursement to 30 consecutive days or up to the dis-enrollment date when the record of attendance is missing a parent's signature.
- If you experience unresponsive parents, please submit the claim in office immediately. Timely submission is critical to prevent delays and ensure accurate processing.

### Provider Responsibility When Completing the Record of Attendance

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When completing the record of attendance, the provider is responsible for the following information:

- The provider is required to have the record of attendance available for Parents to record DAILY arrival and departure times
  - Best Practice: Indicate AM or PM after each noted time
  - Best Practice: Record an absence reason on the record of attendance on the last column
- The provider is required to notify the agency within seven (7) calendar days that the parent has ended care without notice or reason
- The provider must record the actual time when a school-age child departs for and returns from school during the day
  - Ensure that the parent notifies the agency if there are updates to school start and end times
- The provider must complete, sign and date the Family Fee Certification and Receipt section, if applicable
  - The provider is required to collect the assessed monthly Family Fee directly from the Parent or establish a payment plan with specific due dates and amounts due
- The provider is required to attest under penalty of perjury that the hours/days listed on the record of attendance are true, certifying with a full signature and date on or after the last day that child care was rendered
  - Under no circumstances can the provider sign for the parent or legal guardian, attesting that child care services have been rendered.
- The provider must cross out mistakes and initial changes on the record of attendance

## PRIVATE SCHOOL AFFIDAVIT (PSA)

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Private School Affidavit (PSA) will allow the reimbursement of school-age children with a provider that may not be licensed for children at or over the age of six (6). Providers must apply for an affidavit and receive an approved Confirmation Code to start the approval process.

Providers shall be reimbursed for child care during the time a school-age child is participating in Traditional Kindergarten through 12<sup>th</sup> grade and is attending the provider's child care program/school.

Crystal Stairs does not pay tuition to the schools, only for child care provided during hours when school is not in session (before and after school care and scheduled breaks).

To be eligible to receive child care payments, the provider must include the following in their parent contract:

- Start and end dates for the child care program
- Start and end times for the child care program
- Non-PSA rates for the child care program and age groups covered for each rate
- PSA rates for the child care program and age groups covered for each rate
- School track calendar dates
- Providers who have "Non-school Session Services" (when school is not in session) must include a letter confirming the sessions following Title 22 regulations

**Note:** Providers may be required to submit two or more policy and fee statements depending on the number of approved child care sessions (including academic and non-academic).

## FAMILY FEES

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A Family Fee is the parent's share of the cost for child care services. When the Family Services Specialist determines that the parent must pay a Family Fee, the Specialist shall provide the parent with a Notice of Action (NOA) that will indicate the monthly part-time and full-time amounts of the Family Fees for the duration of the authorization and the date that it becomes effective.

**Monthly Family Fees are assessed per family and not by child and are monthly part-time or full-time amounts. In most cases, the amount due for the month will be pre-printed on the record of attendance.**

A letter will be issued to the approved child care provider informing them of the Family Fee amount. The parent may request a Family Fee Payment Plan if the Family Fees cannot be paid in full before the service month begins. This plan is an agreement between the parent and child care provider.

- If the parent completes and follows a payment plan with the child care provider, services will not be terminated.
- If the parent does not follow the established payment plan with the child care provider, the provider must check that Family Fees have not been paid on the record of attendance and contact the Family Services Specialist immediately. The Family Services Specialist will initiate the Termination for Delinquent Family Fee Process.

**Crystal Stairs will deduct the total monthly family fee amount from the provider's payment.**

## Certification and Receipt of Family Fees

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If a Family Fee is owed, the applicable part-time or full-time Family Fee rate for the month will be pre-printed on the record of attendance.

The provider must check off one of the following checkboxes listed on the pre-printed Attendance record:

**☐ Checkbox indicating that a Family Fee was collected.**

- Indicate the amount collected
- Both parent and provider must sign full signatures and date

**☐ Checkbox indicating that the provider has established a payment plan with the parent.**

- Indicate the amount collected
- Both parent and provider must sign full signatures and date

**☐ Checkbox indicating that the provider did not collect the Family Fee due or that the parent did not comply with the established payment plan.**

- Indicate the outstanding balance due
- Provider must provide a full signature and date
- The parent's Family Services Specialist will contact the parent regarding the full outstanding balance and will initiate the Termination for Delinquent Family Fee Process

Providers will receive written documentation from the Family Services Specialist whenever a Family Fee is newly assessed, changed, or removed. The notification will include an effective date.

REGULATORY UPDATES (July 2025-June 2028) Continuation of Child Care Reimbursement based on enrollment and maximum authorized need for child care.

Effective July 1, 2025, through June 30, 2028, payment will be based on enrollment and reimbursement based on the maximum authorized need.

Licensed and license-exempt providers receiving reimbursement and who are open and available to provider services shall continue to be reimbursed based on families maximum authorized hours of care as follows:

- Providers, including license-exempt providers, shall be reimbursed based on the maximum authorized hours of care, regardless of attendance.
- For families certified for a variable schedule, providers shall be reimbursed based on the maximum authorized hours of care.
- For license-exempt providers who provide part-time services, providers shall be reimbursed based on the maximum authorized hours of care.

## PROVIDER REIMBURSEMENT: ADJUSTMENTS & ADDITIONAL FEES

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Child care service payments are adjusted according to the following guidelines:

### Evening and/or Weekend Adjustments (Licensed Providers Only)

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The applicable rates for care provided during evening hours or on weekends are adjusted according to the percentage of Evening/Weekend hours that were provided out of the total hours of care.

- If the total number of Evening/Weekend hours is **50% or more** of the total, the rate is adjusted to **1.25** times the normal rate.
- If the total number of Evening/Weekend hours is between **10%** and **49.99%** of the total, the rate is adjusted to **1.125** times the normal rate.
- If the total number of Evening/Weekend hours is **less than 10%** of the total, the rate is **not** adjusted.

Note: Evening hours take place during the period of **6:00 pm to 6:00 am** on weekdays. Weekend hours take place from **6:00 am on Saturday to 6:00 am on Monday**.

**Note: To be eligible to receive Evening/Weekend rates, providers must submit documentation in their written materials, verifying that unsubsidized families are required to pay specific rates for Evening/Weekend hours and these hours are not included in the standard rates.**

### Special Needs Adjustment

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The applicable rates for care provided to children defined as “exceptional needs” or “severely disabled” are adjusted according to the following guidelines:

- If the child is defined as “exceptional needs,” the rate is adjusted to **1.20** times the normal rate.
- If the child is defined as “severely disabled,” the rate is adjusted to **1.50** times the normal rate.
- Adjustments will be made to the lesser of the Regional Market Rate Ceiling (RMRC) or Provider’s Requested Rate once documentation has been received and approved of an ongoing financial impact of care to a child with exceptional needs.

**Parents must contact their assigned Family Services Specialist for instructions and required documentation to request the Special Needs Adjustment.**

**Note: Under the law, a provider must offer reasonable accommodation to a child with exceptional needs or a disability at no additional cost to the parent or Crystal Stairs. However, under certain circumstances, a provider may charge a higher rate/fee for providing services to children with disabilities and other special needs.**

## Full-Time Plus Adjustment

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For eligible licensed providers, care that exceeds 52.50 hours in a week may be compensated at the Full-Time Plus applicable hourly rate instead of being included in the weekly or monthly rate used.

**Note: To be eligible to receive Full-Time Plus rates, providers must submit documentation verifying that unsubsidized families are required to pay a specific hourly rate for hours exceeding 52.50 hours per week and these hours are not included in the standard full-time weekly or full-time monthly rates. Additional payment made under the hourly rate for this purpose cannot exceed the provider's full-time weekly or full-time monthly rate.**

## Other Reimbursable Fees

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Licensed Providers are eligible for other reimbursable fees charged such as registration, materials, and insurance either in a single payment or prorated over a twelve (12) month fiscal year period (July-June).

- Reimbursement for other reimbursable fees cannot exceed the appropriate Regional Market Rate Ceiling (RMRC).
- Child care providers must submit written materials including charges for additional rates/fees and provide this information to the Provider Services Agreements Unit for review.

As a reminder, Crystal Stairs reimburses child care services, which involves direct supervision, care, and support of children in a safe and structured environment, within the certified care schedule.

Certified child care services do not include the reimbursement of child transportation between locations that are provided by child care providers.

## SUBMITTING ATTENDANCE RECORDS/INVOICES

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Please make copies of all completed records of attendance before submitting the original forms. Crystal Stairs promptly processes records of attendance that are accurate, complete, and received on time.

- Child Care Reimbursements shall be made within 21 calendar days of the submission of a complete monthly Attendance Record.
- Crystal Stairs is required to notify the provider as soon as a delay in payment is not reimbursed within 21 calendar days.
- Review the record of attendance daily to ensure that the information is accurate. Once the record of attendance has been received in the office, corrections cannot be made.

The reimbursement of provider claims is based on the receipt date and its own contracted processing timelines. If the first day of the month falls on a weekend or standard holiday, the first countable day for processing will be the next business day, ensuring that all claims are processed fairly and in accordance with the established timelines.

## Provider Information Guide

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Providers may submit records of attendance and supporting documents in any one of the following ways:

- Mailing Address
  - P.O. Box 92240, Los Angeles, CA 90009-2240
- Lobby Drop off Box
  - 5110 W. Goldleaf Circle, Suite 150, Los Angeles, CA 90056-1282
  - During business hours 8:00 AM-5:00 PM
  - Parking and idling are not permitted in front of the building and clients will be directed to park in the parking structure.
- Exterior Provider Drop off Box
  - Drop box is located in the turnaround area on Fairfax Avenue and Goldleaf Circle
- Long Beach Office
  - 4300 Long Beach Blvd, Suite 420, Long Beach, CA 90807
  - During business hours 8:00 AM-4:30 PM
  - Exterior drop off box outside of the building

**Note: On-site customer service is limited to any of the Crystal Stairs office locations due to our business needs. Customer service may be delayed or unavailable during the first week of each month due to the high volume of claims received during those times. Providers may call a Crystal Stairs office and make an appointment to discuss questions or concerns.**

### Important Record of Attendance Submission Reminders

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- Child Care Reimbursements shall be made within 21 calendar days of the submission of a complete monthly Attendance Record.
- Crystal Stairs is required to notify the provider as soon as a delay in payment is not reimbursed within 21 calendar days.
- The parent or authorized person must not falsely record attendance for a child on a day when s/he is not under the provider's care.
- Providers cannot require parents to take vacation time when they go on vacation.
- The record of attendance is a legal document.

### Record of Attendance Status Information

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Providers can access vital information regarding the status of their submitted records of attendance 24/7 by using the following services:

- Providers can dial the **toll-free 800 number** below to hear the status for each of their records of attendance for the last three months
- Providers can visit the Crystal Stairs **website** to get the status for each of their records of attendance online for the last six months

For the month the provider selects, the following information can be found:

1. Number of records of attendance *processed* (records of attendance paid)
2. Number of records of attendance *in process* (records of attendance received in office but not paid)
3. Number of records of attendance *rejected* (records of attendance that are not payment ready)

# Provider Information Guide

## Telephone Service Instructions

Dial **(800) 833-3663** and the automated voice will ask the provider to:

- Enter their Crystal Stairs Provider ID Number
- Enter the last four digits of their Tax Payer ID Number or Social Security Number
- Enter the month and year that they wish to review
- Information is updated every 24 hours

## Website Service Instructions

Visit our website [www.crystalstairs.org](http://www.crystalstairs.org) and:

- Click on Providers at the top of the Home Page
- Click on **Claims Processing Status** on the drop-down menu
- First time users must register their identification information, user name and password to access the service

## PROVISIONS FOR TIMELY PROVIDER PAYMENTS

### Contacting the Office

Providers can contact the Claims Unit directly using our assigned calling queue phone number. The calling queue is open for limited hours throughout the month.

| <b>Claims Unit<br/>Calling Queue Phone Number</b>                         | <b>(323) 421-1087 English<br/>(323) 421-2482 Spanish</b> |
|---------------------------------------------------------------------------|----------------------------------------------------------|
| <b>Hours of Operation<br/>1<sup>st</sup>-16<sup>th</sup> of the month</b> | <b>Monday-Friday<br/>2:00pm-4:30pm</b>                   |
| <b>Hours of Operation<br/>17<sup>th</sup> -End of month</b>               | <b>Monday-Friday<br/>8:00am-4:30pm</b>                   |

The Claims Unit will be able to assist providers with:

- Questions regarding monthly reimbursement amounts
- Claims Status updates

The Provider Services Department (Agreements Unit and Claims Unit) will be closed for the following holidays:

- Martin Luther King Day
- Presidents Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day and the day after
- Christmas Day through New Year's Day

### Provider Payment Schedule

Payment is issued within 21 calendar days of receipt of a "payment-ready" claim, following child care services, if the following requirements are met:

- Child care is approved and authorized
- Records of attendance are accurate, complete, and signed

As a reminder, Crystal Stairs is unable to provide end-of-the-year bookkeeping services or monthly payment reconciliations. Please maintain all Explanations of Payments mailed with each reimbursement.

# Provider Information Guide

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**Note: Crystal Stairs will not be responsible for bank fees incurred should the provider's payment be delayed.**

## Adjustments: Underpayments or Overpayments

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The provider should contact the Claims Unit if there is an error with their reimbursement for Crystal Stairs to review and determine if an adjustment is required.

It is imperative that you contact the office immediately if you believe there is a calculation error.

Best Practice is for providers to review your Explanation of Payment upon receipt for accuracy.

## Underpayments

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Crystal Stairs will apply the underpayment amount due in the next scheduled child care reimbursement payment.

- A written notification of the adjustment due will be issued to the provider within 7 business days of discovery by Crystal Stairs or upon provider notification to Crystal Stairs of payment error.
- The written notification will include the original payment amount, adjusted payment amount and the calculated underpayment.

## Overpayments

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Crystal Stairs will apply the overpayment amount due in the next scheduled child care reimbursement payment upon receipt of the provider's consent document.

- A written notification of the adjustment will be issued to the provider within 7 business days of discovery by Crystal Stairs or upon provider notification to Crystal Stairs of payment error.
- The written notification will include the original payment amount, adjusted payment amount and the calculated overpayment amount.
- The provider must give written consent for the overpayment adjustment to be deducted from the provider's next scheduled child care reimbursement, or the provider may have an option to repay the agency directly in full. Upon discovery of an overpayment, Crystal Stairs will contact the provider to obtain written consent for the deduction.

Crystal Stairs reserves the right to take any legal action necessary to recover the overpayment amount, including, but not limited to commencing legal proceedings or referring this matter to a collection agency.

## Provider Reimbursement Options

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Child care services are paid electronically by the following options.

### 1. Direct Deposit Option

- a. Payments will be electronically deposited into the provider's personal account each payment distribution period
- b. **Providers should contact the Payment Processing Unit at (323) 421-1086 for information regarding changes to their bank accounts.**

## 2. Check Option

- a. Payments will be mailed to the provider each payment distribution period.
- b. **Providers should contact the Agreements Unit at (323) 299-8998 for information regarding changes to their mailing addresses.**

## Payment Limitations

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Please understand the following:

- Child care payments from Crystal Stairs are dependent on funding from CDSS. If funding for the program is eliminated, parents will be terminated from the program for this reason.
- Delays in state budget funds may impact payment.
- Providers are independent contractors, not employees of Crystal Stairs or the State of California.
- Providers are required to repay any money received when they do not comply with program guidelines, Crystal Stairs' policies, and/or their agreements.
- When providers terminate a child's enrollment from their program, providers must give the parent and Crystal Stairs at least 10 business days' notice.
- **Crystal Stairs will not reimburse providers for services used prior to the written approval from the Family Services Specialist outside of the specific time and dates indicated on the Notice of Action or the Certificate of Enrollment.**
- **The provider will be notified within a reasonable timeframe if payment will not be issued within 21 calendar days of receipt of a completed "payment ready" claim due to extenuating circumstances.**

## The IRS and Taxes

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If child care is provided in the provider's home:

- **The provider is an independent contractor.** Crystal Stairs does not withhold any taxes from the provider's payment.
- The provider is responsible for paying all federal, state, and local income taxes, as well as other taxes.
- Crystal Stairs reports all payments of \$600 or more in a calendar year to the IRS on Form 1099, but this does not apply to corporations. Crystal Stairs will mail the provider a copy of their 1099 form by January 31<sup>st</sup>.
- Payment amounts are included on the 1099 MISC form sent during the year payments are made.
  - For more information, refer to the IRS General Instructions for Certain Information Returns publication on: <https://www.irs.gov/pub/irs-pdf/i1099gi.pdf> or by calling the IRS at **(800) 829-4933**.

If child care is provided in the child's home:

- Crystal Stairs is not required to report to the IRS and does not report payments for in-home child care services.
- The parent is considered the employer of the in-home provider. The parent is required to withhold and report all federal, state, or local taxes, and provide required benefits including workers' compensation.
- The child care payment is issued to the parent, and the parent is responsible for paying the provider.
- The provider is required to file all income tax paperwork with the IRS and/or the state.
- If the provider has additional questions, contact a tax consultant.

## CCPU Union Dues Payments

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Crystal Stairs will comply with any request from Child Care Providers United ("CCPU") to deduct union membership dues or other voluntary deductions from a provider's subsidy payments, in compliance with the California Welfare and Institution Code, Section 10426.5. Any requests to change or terminate deductions must be directed to CCPU at: [info@childcareprovidersunited.org](mailto:info@childcareprovidersunited.org).

## TERMINATION FROM THE PROGRAM

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The provider may terminate the Provider Child Care Agreement for any reason by giving two (2) weeks written notice to the Provider Services Agreements Unit.

Crystal Stairs will take the appropriate action to terminate services with a provider upon notification of any of the items in the list below. The provider can do business with Crystal Stairs in the future if the issue(s) is corrected.

- The provider is no longer providing services for a family receiving subsidized child care.
- The provider did not meet the deadlines for the submission of required documentation to maintain the provider's child care agreement.
- The provider's facility license has been suspended or revoked and has not been renewed by the Community Care Licensing (CCL) department.
- The provider did not inform the Provider Services Agreements Unit that their agreement information or program status has changed.
- The provider did not meet a provision(s) and/or did not comply with the policies and procedures of the Provider Child Care Agreement.
- The provider's TrustLine Registry is closed, denied, pending/reopened, or revoked.

Crystal Stairs will take the appropriate action to terminate services and end the business relationship with a provider upon notification of any of the items in the following list. The provider will no longer be able to do business with Crystal Stairs in the future if any of the following issues are found:

- The provider or anyone acting on the provider's behalf (e.g., a relative or friend) threatened or committed any type of harassment; physical or verbal abuse; or assault on a child, parent, provider, or Crystal Stairs employee.
- The provider falsified/misrepresented any of the following:
  - Facts on the Provider Child Care Agreement
  - Documents submitted to the program
  - Records of attendance
- The provider violated the **Provider Fraud Policy** (refer to page 28 for a copy of the Provider Fraud Policy).

If the provider disagrees with the termination decision and if the decision is reviewable, the provider may file a request for a review as described in the notification letter. There will be no possibility of reinstatement or reconsideration of the provider's participation or involvement with Crystal Stairs programs after the final termination decision, as final termination decisions are irreversible and permanent. Further, the provider will be responsible for the repayment of monies and payments for which they were not eligible.

# Provider Information Guide

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**Note: Termination under these circumstances will prohibit provider from participating in all Crystal Stairs programs (subsidized and non-subsidized). ALL active program provider agreements, memorandum of understanding (if applicable), and participation agreements will be terminated.**

## When Payments Will Be Denied

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Crystal Stairs will not make payments to a provider if they have information that might include, but is not limited to, the following:

- The provider was incarcerated during the time child care was rendered for license exempt providers.
- The provider was out-of-state during the time child care was rendered and did not meet the requirements of the Manual of Policies and Procedures, Title 22, Section 102417 (a).
- The provider asks employees to commit illegal or unethical acts.
- The provider's facility license has been revoked by Community Care Licensing (CCL) and was directed to cease providing care but did not.
- The provider claimed a relationship to a child that would have precluded TrustLine, but in fact, the relationship did not exist, or the provider had been previously TrustLine Denied.
- The provider used a false identity.

The Provider will receive a written notice ending the Child Care Provider Agreement and the business relationship with the agency. The reason and timeframe for termination will be outlined in the written notice.

### **IMPORTANT NOTICE**

**If the provider agreement or participation in any Crystal Stairs program is denied or terminated due to any misrepresentation of information and/or fraudulent activity, the provider will be permanently barred from entering into an agreement with Crystal Stairs or participating in any Crystal Stairs program.**

## COMPLAINT PROCEDURES

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When the provider has a complaint about the Agreements or Claims policies, procedures, and/or practices of Crystal Stairs, they may follow the step-by-step instructions below.

1. Providers that have an issue, disagreement or misunderstanding with a staff member are encouraged to speak with that staff person. Often these issues turn out to be a misunderstanding about regulation or agency policy.
2. If a child care provider is not satisfied with a resolution after speaking with the staff person involved, contact the supervisor, coordinator, or manager in the department.
3. If the provider is still not satisfied with a resolution after speaking with the supervisor, coordinator, or manager, the provider may contact the Quality Assurance Department at (323) 421-1020. Providers will receive a written resolution letter within 15 days of filing a complaint with the Quality Assurance Department.
4. Providers that are dissatisfied with the resolution decision issued by Quality Assurance may appeal to the CFO.

## PROVIDER SERVICES AND REIMBURSEMENT FREQUENTLY ASKED QUESTIONS

### Agreements Unit

**1. How can I contact my Provider Agreements Processor?**

Answer: Providers should contact Crystal Stairs and ask to speak to an Agreements Processor if they have not received any mail from our office. An Agreements Processor is assigned to all new and existing cases, and all mailed documentation will list an assigned Agreements Processor and their contact phone number.

You may also submit general documentation, as requested by the Agreements Processor to: [www.agreementdocuments@crystalstairs.org](mailto:www.agreementdocuments@crystalstairs.org)

**2. I need to change my requested rates, what do I need to do?**

Answer: Providers should contact their assigned Agreements Processor and ask for an Agreement Renewal Packet. The effective date of the change depends on the completion of the requested information and receipt date.

**3. My requested rates are incorrect, who should I contact?**

Answer: Providers should contact their assigned Agreements Processor immediately, for further review of the submitted documents.

**4. Do I contact the office if my phone number has changed?**

Answer: Yes, providers should contact their assigned Agreements Processor once they have changed their phone number and/or have moved. Crystal Stairs must have the most up-to-date business information for each provider.

**5. I am moving, can I still receive payment?**

Answer: The program will not pay for child care services from the effective date of the provider's move. Crystal Stairs will not resume payment until all required documentation has been submitted, completed, and approved for the new location. If the provider is a licensed provider, the effective date of the facility license must also be met to resume payment.

**6. Can I provide care as a license-exempt provider if my facility license is suspended?**

Answer: Providers cannot change their status to license-exempt if their facility license has been suspended, revoked or invalid. In addition, Crystal Stairs will not pay for child care services if a facility license is suspended, revoked or invalid. If child care payments were made under these conditions, Crystal Stairs may seek reimbursement from providers.

**7. Why am I classified as an independent contractor rather than an employee of Crystal Stairs?**

Answer: Providers are independent contractors since Crystal Stairs does not have the right to determine the provider's hours of operation and/or how child care services are provided or performed. Crystal Stairs does have policies and procedures regarding the child care subsidy program requirements and for how providers keep, complete, and submit records of attendance for monthly payments. We also require that certain forms be completed, and documents provided in order to execute a service agreement. However, these requirements do not direct providers as to when and/or how to provide or perform services to children in their care.

**8. Is Crystal Stairs required to withhold taxes from my child care subsidy payments?**

Answer: As an independent contractor, Crystal Stairs is not required to withhold taxes from payments providers receive for performing child care services.

### Claims Unit

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**1. What is an unpredictable (varied) child care schedule?**

Answer: An unpredictable (varied) child care schedule is when a parent's need for child care is unpredictable due to the parent's hours/days of needs activity and/or employment. Unpredictable schedules are authorized with a maximum number of hours and days per week. A parent should be using child care within the set maximum hours and days per week.

**2. What is a predictable (set) child care schedule?**

Answer: A predictable (set) child care schedule has a set pattern and is predictable each week. Predictable schedules will be approved with a set number of hours and days per week.

**3. Will I receive more reimbursement if the parent's hours have increased?**

Answer: The parent's change in hours must be approved by their assigned Family Services Specialist. Payment is dependent on the total number of days and hours that are approved for the service month.

It is the parent's responsibility to report changes to reduce family fees or to increase or decrease family services/child care.

**4. What is a Family Fee?**

Answer: A Family Fee is the parent's share of cost for child care, it is determined by the family size, income and total amount of child care services provided. Assessed Family Fees will be pre-printed on the record of attendance. Providers are required to collect family fees directly from the parent. **Crystal Stairs will deduct the total monthly Family Fee amount assessed each service month.**

**5. I have a discrepancy with my reimbursement, what do I do?**

Answer: Please contact the Claims Unit for further review of the reimbursement amount. It is best practice to contact our office immediately after finding a reimbursement discrepancy.

**6. I have not received my record of attendance for the month, what do I do?**

Answer: Records of attendance are mailed to providers for all authorized children by the 1<sup>st</sup> of every new month. Please contact the office for a reprint before the 5<sup>th</sup> calendar day. If the office is contacted after the 5<sup>th</sup> calendar day, a reprint will not be available. If a pre-printed form has not been received before the 5<sup>th</sup> calendar day, providers may record attendance using an alternative record of attendance. Records of attendance must be available for parents and completed daily.

**7. How should my parents complete the records of attendance accurately?**

Answer: Parents are required to complete the record of attendance daily. They must record actual arrival and departure times for their children, must record any absences and /or school updates, must sign and date the record of attendance on the last day of child care and, if applicable, must sign and date that a Family Fee was paid, and/or indicate that an outstanding amount is due.

**8. How do I record school age children's hours on the record of attendance?**

Answer: Providers are required to record actual departure and arrival times for school-age children in the shaded columns on the daily record of attendance.

**9. Will I receive a record of attendance if my parent is authorized mid-month?**

Answer: Normally a record of attendance will be mailed to providers with their Certificates of Enrollment. If a record of attendance has not been received, please record attendance using an alternative record of attendance.

### GENERAL REMINDERS

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The following list includes helpful reminders and tips to inform child care providers of Crystal Stairs' policies and ensure the success of all providers:

- Providers are independent contractors, **not employees** of Crystal Stairs. Refer to the Independent Contractor Advisory for more information.
- Child Care Reimbursements shall be made within 21 calendar days of the submission of a complete monthly Attendance Record.
  - Review the record of attendance **daily** to ensure that the information is accurate. Once the record of attendance has been received in the office, corrections cannot be made.
- Crystal Stairs will take the appropriate action to terminate services and end the business relationship with a provider, if the determination is made that a provider has completed a record of attendance fraudulently or upon notification of any of the items in the Provider Fraud Policy.
- Providers must notify the agency within seven (7) calendar days that the parent has ended care without notice or reason or if the parent is not available to sign the record of attendance at the end of the month, attesting under penalty of perjury that the information on the record is accurate.
- Parent and provider must sign the record of attendance at the end of the month, attesting under penalty of perjury that the information is accurate.

## PROVIDER FRAUD POLICY

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Each child care provider used by one or more participants in any Crystal Stairs subsidized child care program funded by the County of Los Angeles, State of California, Office of Head Start, or other government or nonprofit entities (the "Program") is required to comply with and sign a copy of the Crystal Stairs, Inc. Provider Fraud Policy. If you or persons under your control or direction receive any monies or payments regarding Crystal Stairs' programs through fraud (defined below), your provider agreement(s) with Crystal Stairs will be terminated, and you will be prohibited from doing business with Crystal Stairs. You may also be asked for repayment of funds and may be prosecuted to the full extent of the law.

Fraud is defined as any of the following:

- Intentionally giving false or misleading information on the Program's provider agreements, attendance forms or other documents:
  - To begin providing child care services
  - To increase or continue existing services, or
  - To stop a reduction in services.
- Intentionally not giving information that could cause the child care services you provide to be denied, reduced, or terminated.
- Accepting a participant knowing you are ineligible to provide child care services.
- Accepting any child care payment knowing the amount is more than you are owed or that you did not provide the services.
- In any other way intentionally giving false or misleading information or statements, or withholding information in accepting, obtaining, continuing, avoiding a reduction in or denial of benefits, services, monies or payments provided by Crystal Stairs.

If Crystal Stairs suspects or is notified in some way that you have given false or misleading information or withheld information in connection with your eligibility to provide child care or receive payment for child care services rendered, an investigation and decision will be made in your case. The investigation may be referred to the appropriate government funder, including but not limited to the County of Los Angeles Department of Public Social Services (DPSS), the County of Los Angeles Department of Public Health (DPH), the California Department of Social Services (CDSS), the California Department of Education (CDE), the Office of Head Start (OHS) and/or law enforcement, and may include unannounced visits, telephone calls, review of related documents, etc.

If the determination is that you have committed any of the acts described above as fraud, Crystal Stairs will send you written notification that your child care provider agreement(s), memorandum of understanding (if applicable), and participation with **ALL** Crystal Stairs programs (subsidized and non-subsidized) will be terminated. If you disagree with the termination decision *and* if the decision is reviewable, you may file a request for a review as described in your notification letter. There will be no possibility of reinstatement or reconsideration of your participation or involvement with Crystal Stairs programs after the final termination decision, as final termination decisions are irreversible and permanent. Further, you will be responsible for the repayment of monies or payments received for which you were not eligible.

## INDEPENDENT CONTRACTOR ADVISORY

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Child care providers, serving children in families enrolled in child care subsidy programs administered by Crystal Stairs, are **independent contractors**. This means that:

- Crystal Stairs does not have the right to determine the provider's hours of operation and/or how child care services are provided or performed.
- Crystal Stairs does not provide the supplies, materials and/or equipment necessary to perform child care services.
- Crystal Stairs issues government-funded subsidy payments to providers on behalf of families enrolled in the County or State child care development program.
- Crystal Stairs is not the provider's employer; child care services are performed based on a written service agreement executed with Crystal Stairs wherein the provider acknowledges that s/he is not an employee of Crystal Stairs. The agency does not withhold or pay income or payroll taxes and/or provide fringe benefits (e.g., health insurance, vacation, sick leave) for providers.
- The State of California does not employ the provider and the provider is not an employee of the State.\*

\*If the provider's facility is a county-owned facility and the provider is paid as an employee of Los Angeles County to provide child care for County employees, then the provider receives a W2 form issued by the County for child care services rendered as an employee.