



Child Care Provider Manual

Child Care Services

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Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities. This program is funded in whole or in part with federal funds. More detailed information is located on the Board's website at <http://www.workforcesystem.org/publicinfo>.

Contents

1. OVERVIEW OF WORKFORCE SOLUTIONS OF WEST CENTRAL TEXAS CHILD CARE SERVICES.....	2
2. BECOMING A CHILD CARE SERVICES PROVIDER	3
3. PARENT CHOICE PROGRAM.....	5
4. WAIT LIST.....	6
5. CHILD CARE ARRANGEMENTS	6
6. CHILD CARE AUTHORIZATION	6
7. PROVIDER POLICIES.....	8
8. NOTIFYING CCS WHEN A CHILD DOES NOT ATTEND.....	9
9. PARENT SHARE OF COST	9
10. REIMBURSEMENT RATES.....	10
11. REIMBURSEMENT FOR SERVICES	14
12. DENIAL OF CARE.....	16
13. CHILDREN WITH DISABILITIES	16
14. RECORD KEEPING	17
15. PROVIDERS PLACED ON CORRECTIVE OR ADVERSE ACTION BY CCL	18
16. MONITORING AND TECHNICAL ASSISTANCE	19
17. CORRECTIVE ACTIONS BY CCS	19
18. SUSPECTED FRAUD	21
19. IMPROVING THE QUALITY OF CHILD CARE	21
20. ASKING QUESTIONS AND SOLVING PROBLEMS.....	22
21. COMMUNICATING WITH CCS.....	24
22. RESOURCES AVAILABLE ON OUR WEBSITE	24

1. OVERVIEW OF WORKFORCE SOLUTIONS OF WEST CENTRAL TEXAS CHILD CARE SERVICES

The Workforce Solutions of West Central Texas Board (hereafter referred to as “Board”) is a local quasi-governmental organization overseen by a 30-member volunteer Board. The majority of Board members represents the private sector. The balance of the Board membership is comprised of representatives of:

- educational agencies;
- organized labor;
- rehabilitation services;
- community-based organizations;
- economic development; and
- state agencies.

The Board is responsible for the planning, oversight and evaluation of the workforce development system, including child care resources, in the 19-county West Central Texas region, which includes:

Brown County	Callahan County	Coleman County
Comanche County	Eastland County	Fisher County
Haskell County	Jones County	Kent County
Knox County	Mitchell County	Nolan County
Runnels County	Scurry County	Shackelford County
Stephens County	Stonewall County	Taylor County
Throckmorton County		

The Workforce Solutions of West Central Texas Child Care Services program (hereafter referred to as “CCS”) receives funding through the federal Child Care and Development Fund (CCDF), which is overseen by the U.S. Department of Health and Human Services’ Office of Child Care. The Texas Workforce Commission (hereafter referred to as “TWC”) is the lead agency for CCDF in Texas. TWC administers these funds for child care services through local Workforce Development Boards. Boards subsidize the cost of child care for eligible families, promoting long-term self-sufficiency by enabling parents to work or attend workforce training or education activities. It also educates parents about the availability of quality child care, which enhances children’s early learning and development.

TWC’s rules governing Texas’ subsidized child care program may be viewed online at <http://www.twc.state.tx.us/twcinfo/rules/ch809.pdf>. When these rules allow for local flexibility, the Board determines local policy in Board meetings that are open to the public. Local policy is incorporated into this Provider Manual, which can be viewed online at www.workforcesystem.org. Hard copies are available upon request. Providers who have

questions about this *Child Care Provider Manual* or other program issues should contact the CCS office.

The Board currently contracts with Serco of Texas to administer the CCS program in the West Central Texas Board area. CCS staff are located in the Workforce Solutions' main office in Abilene, Texas. CCS staff determine eligibility for services for income eligible families, monitor child care attendance, offer technical assistance to child care providers, and authorize payment to providers for CCS-referred children.

2. BECOMING A CHILD CARE SERVICES PROVIDER

Any child care facility regulated by the Texas Health and Human Services' Child Care Regulation Division (hereafter referred to as "CCR) can become a CCS provider. There are only 2 requirements to become a provider with us.

Requirement 1: Licensing and Registration

A child care facility must have a current permit/registration from CCR:

- as a licensed child care center;
- as a licensed child care home;
- as a registered child care home; or be
- operated and monitored by the United States military.

Requirement 2: Provide required documents and abide by the terms of the CCS Provider Agreement and this Provider Manual:

A child care facility must:

- Sign a CCS Provider Agreement;
- Submit IRS Form W-9;
- Submit Direct Deposit Authorization Form;
- Submit voided check with pre-printed personal information or letter from banking institution with required banking information;
- Submit a copy of your license/registration issued by CCR;
- Submit a copy of your published rates (rates you charge the public);
- Submit a copy of your parent handbook; and
- Submit any other documentation that may be required.

Provider Agreements are legal, non-expiring contracts that are valid as long as:

- Providers' CCR permit, registration or certification remains current, and
- Providers' comply with terms of the CCS Provider Agreement.

Provider Agreements:

- Outline mutual agreements between the provider and CCS;
- Are the basis for payment for care provided to CCS children;
- Include this CCS Provider Manual as part of the Agreement; and

- Are legal agreements that will be updated as necessary.

Having a Provider Agreement does not guarantee that you will have children referred by CCS. All referrals made by CCS are based on a parent’s choice. However, even if you do not have CCS-referred children in care, you must still comply with the terms of the CCS Provider Agreement in order to keep the agreement effective. In the event you have not had a CCS referred child in 12 months, CCS may terminate the provider agreement.

As a condition of this agreement, all parties assure they have the ability to comply with 29 CFR 38, the nondiscrimination and equal opportunity provisions of the following laws, as well as all other regulations implementing them. This assurance applies to the delivery of programs, activities, and services related to this agreement. All parties will remain in compliance for the duration of the agreement.

(A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;

(B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

(C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

All parties understand that the United States has the right to seek judicial enforcement of this assurance.

A. Changes that affect the Provider Agreement

There are numerous changes that must be reported to us. The chart below will help identify what changes must be reported and the timeframes required for reporting:

Type of change	Timeframe for reporting
ANY change in facility license, permit, or registration by CCR, including loss of license/permit	Within 48 hours of notification from CCR (<i>prior</i> to the effective date)
ANY change affecting the status of facilities regulated by the U.S. Military	Within 48 hours of notification from CCR (<i>prior</i> to the effective date)
Change in EIN or Tax ID Number	2 weeks <i>prior</i> to the effective date

New finding of a provider or their employee found to be in serious violation of, seriously deficient by or debarred from another State or Federal program (such as the Food Program)	Within 24 hours after notification received
Any changes that may cause termination of the CCS Provider Agreement	Within 48 hours of the change
Facility name, ownership, governing body or corporate status	30 calendar days <i>prior</i> to the effective date
New contact person or director	2 weeks <i>prior</i> to the effective date
New address or temporary location	30 calendar days prior to the effective date or as soon as possible if a temporary location
New hours of operation	2 weeks <i>prior</i> to the effective date
Holiday closings	60 calendar days prior to the closing
Change in the ages of children served	30 calendar days <i>prior</i> to the effective date
Updated/new facility rates	30 calendar days <i>prior</i> to the effective date

Note: Failure to report changes may affect payment for services provided and may cause CCS children to be moved to another facility.

B. Changes that require a new Agreement to be signed

- Change in CCR license/permit/registration number;
- Change in facility ownership, governing body or corporate status;
- Facility or home moves to a different location.

C. Changes that require Agreement termination (where renewal is not an option)

- Loss of license/permit/registration or certification status; and
- Provider found to be in serious violation of, seriously deficient by or debarred from another State or Federal program.

3. PARENT CHOICE PROGRAM

CCS is a Parent choice program and signing an Agreement **does not** guarantee that children will be referred to your business. Federal and State law requires that parents be given a choice of where and whom they want to care for their children. All referrals made are based on parent choice.

Parents may choose from the following child care options:

- Regulated providers who currently have a signed Agreement;
- Regulated providers who do not currently have a signed Agreement, but are willing to sign one;
- Certain relatives who meet the requirements to provide care.

Note: Children receiving CCS services through the Texas Department of Family and Protective Services (hereafter known as “DFPS”) have different requirements for choosing a provider. These parents work with their DFPS caseworker to determine the provider that best meets their needs.

4. WAIT LIST

At times, children of families who might be eligible to receive services must be placed on a waiting list for services. Once children are placed on the waiting list, the family will be mailed/emailed a letter notifying them of their status and the requirements to keep their information current while waiting for care. This letter is sent within 20 business days after the family has applied for assistance. Families are pulled from the wait list according to State and Board mandated priority groups and in the order in which requests for assistance were received. Once pulled from the waiting list, the family will receive an eligibility packet in the mail/email and must return the packet to CCS within the required timeframe.

5. CHILD CARE ARRANGEMENTS

Arrangements for child care are made between you (the provider) and the family, according to the family’s needs and your policies. Families receiving CCS services should be treated the same as private paying families in regard to policies for picking up and dropping off their children, attendance requirements, participation in activities, discipline, records, etc.

CCS will authorize payment for child care on a full-time and/or part-time basis. This information will be reflected on the Child Care Authorization Form (Form 2450).

6. CHILD CARE AUTHORIZATION

When funding is available and the family is determined eligible for child care services, CCS will:

- Provide consumer education to the family on quality indicators for child care providers;
- Inform the family of their right to choose the type of care they feel is best for their child;
- Encourage the family to visit potential providers; and
- Make available a list of providers that accept CCS referrals, if requested.

When the family notifies CCS of the provider they have chosen, CCS will:

- Contact you to ensure space is available; and if so,

- Verbally authorizes care to begin; and
- Sends you a Child Care Authorization Form (Form 2450).

Form 2450 informs you of the following:

- Date child care is to start;
- Days of care authorized;
- Authorized for full or part time care;
- Authorization for transportation;
- Amount of the Parent Share of Cost (PSoC, also known as a “parent fee” or “co-pay”).

Child care referrals are site specific; if you have multiple sites, children must not be moved from one site to another. Reimbursement will not be made for child care provided at a site that is different from the site where care was authorized, or for a referral where you do not designate a rate for that age group or type of care (i.e. you indicated you did not accept infants, or offer part time care, but accepted such a referral anyway).

Reimbursement for care is not authorized until CCS has called you to authorize the referral. Even if the child is being referred by DFPS, Workforce Center caseworker or another entity, you will not receive reimbursement for providing child care services provided unless CCS has called to authorize the care.

You must accept all children referred to you by CCS as long as:

- Children are within the age range you are licensed to serve;
- Child’s age group is covered by the Provider Data Worksheet and the Provider Rate Agreement;
- You have published rates for the age and type (full time/part time) of referral; and
- Accepting the children doesn’t put you over your CCR licensed/registered capacity.

You may not deny a child care referral based on:

- Parent’s income status;
- Receipt of public assistance; or
- Child’s Child Protective Services (CPS or DFPS) status.

You may choose to limit the number of subsidized children you accept; however, the limitation may not be based on:

- Parent’s income status;
- Receipt of public assistance; or
- Child’s CPS status.

Child Care will be authorized according to the parent’s needs as follows:

- A unit of service may be full time or part time.
- Full time care is 6 to 12 hours a day within a 24-hour period.
- Part time care is less than 6 hours a day within a 24-hour period.
- Part week care is less than 5 days per week.

- School-age care is defined as:
 - Part time care - Before and after school, and
 - Full time care during holidays (of at least one week in duration) and summer.

If, within a 24-hour period, a parent needs...	...then CCS...
...less than six hours of child care per day...	...enrolls the child for one part time unit.
...at least six hours of child care...	...enrolls the child for one full time unit.

CCS arranges care based on the time needed for the parent to work or attend training. Many parents are employed part-time or perform shift work, so children may only need part-time care. When determining if parents need full time or part time care, time is included for transportation.

You must:

- *Allow a part time child to attend up to six hours per day.*
- *Allow a full time child to attend up to twelve hours per day.*

You must not:

- *Charge a part time CCS child a late fee unless the child is in attendance for more than six hours or past the closing time for the facility.*
- *Charge a full time CCS child a late fee unless the child is in attendance for more than twelve hours or past the closing time for the facility.*

You may not, **under any circumstances**, use the parent’s work or training hours to determine how long the child may remain at the facility without being charged a late fee. Full time referrals entitle the parent up to twelve hours of child care. Part time referrals entitle the parent up to six hours of child care.

Provider Notification to CCS of Referral Issues

When a family selects you as their child care provider, CCS will call you to ensure space is available, verbally authorize care to begin, and will follow verbal authorization with a Child Care Authorization Form (Form 2450). You are:

- Responsible for informing CCS when an enrolled child is absent for five (5) consecutive days with no contact from the parent; and
- Responsible for informing CCS when a child is enrolled and five (5) days after their start date, still has not been in attendance.

7. PROVIDER POLICIES

As a provider, you must give families a copy of your policies and answer any questions that the family may have. CCS families are required to comply with all of your policies, just as private paying families, unless the policy is in conflict with CCS policies and guidelines, TWC policies or other state or federal policies.

You cannot require families to:

- Pay the difference between CCS reimbursement rates and your private pay rates (if there is a difference);
- Pay a higher late fee than private paying families;
- Abide by a different late pick-up policy than private paying families;
- Pay any mandatory fees charged to private paying families (ex. registration, supply, activity, transportation), as these fees are figured into your CCS reimbursement rate;
- Pay a penalty if CCS ends care without notice; and
- Abide by any policy set by the Provider that conflicts with CCS, Workforce Solutions of West Central Texas and/ or TWC requirements, rules or policies.

8. NOTIFYING CCS WHEN A CHILD DOES NOT ATTEND

Should you receive a referral from CCS for a child and they do not attend within five (5) calendar days of their start date, or should a child stop attending (with or without notice from the family), you are required to notify CCS within 24 hours following the fifth (5th) absence. Five (5) consecutive absences will count as one provider notice for the child. Each provider report will count toward the child's 40 absence limit:

- five consecutive day absences = one provider report
- eight provider reports = 40 absence limit

CCS will discuss attendance issues with the family and advise you if the child's referral will continue at the current provider location. If the child continues in care, the days missed are considered absences.

9. PARENT SHARE OF COST

It is important for parents/families to contribute in paying the cost of their child care. In this way, parents can begin preparing to assume the full cost of their child care as part of achieving self-sufficiency.

Most families receiving care will be assigned a **monthly Parent Share of Cost ("PSoC," often times referred to as a "parent fee" or "co-pay")**. You are responsible for collecting the **monthly PSoC** on the 1st day of the month or **BEFORE** care is initially provided.

If you choose to allow a family to pay their PSoC at a time other than at the beginning of the month, this is an arrangement that is solely between you and the family.

If the family refuses to pay their PSoC, you must notify CCS by the 3rd day of the month. As a provider, you have the right to refuse service to families who do not pay their PSoC, just the same as you would for private pay parents who do not pay.

If you do refuse service, you must notify CCS within 24 hours. This will be the last day CCS will pay

for child care at your facility. If the family pays the PSoC and you decide you want care to continue, CCS must make a new referral before any additional care is authorized.

If it is determined that there are no extenuating circumstances that would cause a family to not pay their PSoC, CCS services can be terminated. The customer would then be ineligible for CCS services for 60 calendar days before they can reapply for CCS services or be placed on the waiting list.

The amount assigned as the Parent Share of Cost will be deducted from your reimbursement.

Example: Care is provided for a child for 20 days in the month. The monthly parent share of cost is \$100.

*\$15.00 (rate of pay for one day of care) x 20 days of care = \$300 reimbursement due
\$300.00 reimbursement = \$100 paid by parent; remaining \$200 paid by CCS*

10. REIMBURSEMENT RATES

Once you decide you would like to provide child care services for families receiving CCS assistance, a staff person with CCS will work with you to determine the amount you charge families for your services. That amount is determined by considering not only the amount you charge the public for providing care, but also other required charges (see below). All of these fees are added together and prorated over the course of a year to arrive at what is known as your “published rate.” This published rate is expressed as a daily rate and is calculated for each of the following age groups for both full-day and part-day care:

- Infants (age 0-17 months);
- Toddlers (age 18 to 35 months);
- Preschool children (age 36 to 71 months);
- School-aged children (age 72 months and older).

Fees that are (and are not) considered when determining your “published rate” include:

a. Mandatory Daily Fees

These are fees that are required for children to be enrolled at your facility. They include weekly tuition, registration fees, supply fees and activity fees that are required for a child to participate in your program. Mandatory fees are prorated and included in the daily rate calculation.

b. Optional Daily Fees

These are fees for “extra” or optional activities that are not included as part of regular tuition. This includes fees for optional field trips, class pictures, classes provided by an outside vendor (karate, dance, computer, etc.) or any other optional activities that are NOT required for a child to participate in your program. These fees are not included in the daily rate calculation. If families choose to have

their children participate in these activities, they will be responsible for paying the costs, which are in addition to their assigned PSoC. You are responsible for collecting these fees.

c. Transportation Fees

These are fees that are charged to transport children to/from child care, either to/from the child’s home or to/from school during the school year. Transportation fees are pro-rated and included in the daily rate calculation (if not already included in your published rate).

d. Penalty Fees

These are fees you charge, including fees for late pick up, charges for diapers or formula when the parent fails to provide them, etc. Families are responsible for paying these penalty fees. These fees are in addition to their PSoC. You are responsible for collecting these fees.

e. Fees

You will not charge fees to a parent receiving child care subsidies that are not charged to private pay parents who are not receiving subsidies.

Calculating Daily Rates

Once all fees to be included in calculating your daily rate have been identified, the rates are calculated as follows:

	To obtain the daily rate:
Providers with monthly rates	Divide the rate by 4.33, then divide the result by 5
Providers with biweekly rates	Divide the rate by 2.165, then divide the result by 5
Providers with weekly rates	Divide the weekly amount by 5
Providers with hourly rates	Multiply the hourly rate by 12 to calculate the full-day rate and by 6 to calculate the part-day rate

Providers with multiple rates within an age category will average all applicable rates to obtain the published rate for the age category, then determine the daily rate using the appropriate method.

The calculated daily fee amount is the total reported fees prorated by the number of days in the provider’s program year.

Program Type	Program Days
Full Year	260
School Year	194
Summer Only	66

A. Determining the "Blended Rate" for School Age Children

TWC requires that a single "blended" rate be paid for children who attend public school (Early Head Start, Head Start, Pre-K, and Elementary School) and need before and/or after school care when school is in session and full-time care for holidays and summer during the school year. Note: the full-time rate and part-time rate used in this calculation is the lower rate of the provider published rate or the maximum reimbursement rate. That rate combines the full time and part time rates using the following calculation:

$$(\text{Part-time rate} \times 175 \text{ days}) + (\text{Full-time rate} \times 30 \text{ days}) = \text{School Year Rate}$$

$$\text{School Year Rate} / 205 \text{ school days} = \text{Blended Rate}$$

Example: School Age Blended Rate

<i>Daily part-time rate (before and/or after school)</i>	<i>\$16.41 per day</i>
<i>x number of school days</i>	<i>175 days</i>
<hr/>	
<i>Total part time rate</i>	<i>\$2,871.75</i>
<i>Daily full-time rate</i>	<i>\$21.16 per day</i>
<i>x number of school holidays during school year</i>	<i>30 days</i>
<hr/>	
<i>Total full time rate</i>	<i>\$634.80</i>
<i>Total part time rate</i>	<i>\$2,871.75</i>
<i>Total full time rate</i>	<i>\$634.80</i>
<hr/>	
<i>Total School Year Rate</i>	<i>\$3,506.55</i>
<i>Total School Year Rate</i>	<i>\$3,506.55</i>
<i>Divided by the total # of School Days</i>	<i>205 days</i>
<hr/>	
<i>School Age Blended Rate</i>	<i>\$17.11 day</i>

Note: Blended rates apply for 205 days during the school year. Full time rates apply for up to 12 weeks in the summer and are not dependent on school being in or out of session.

Once your published rate has been determined, that rate is compared to the Board's maximum reimbursement rate, or the rates the Board has approved as the maximum it can pay providers

for child care services. That rate is based on the results of a rate survey conducted by TWC and other local factors. CCS will reimburse you the full amount of your published rate or the Board’s maximum rate, whichever is lower. For example:

If your full-day rate for preschool care is...	And the Board’s maximum reimbursement rate for full-day preschool care is...	Then your reimbursement rate would be...
\$15.81	\$18.00	\$15.81 – your full rate!
\$18.00	\$15.81	\$15.81 – the maximum rate the Board has authorized CCS to pay

Once the rate comparison has been made for each age group and type of care, if you are willing to provide care for the rates that CCS agrees to reimburse, the CCS staff will complete a Provider Agreement and a Rate Agreement for you to sign. The Rate Agreement details how the published rate was determined and the amount you agree to be reimbursed. The Provider Agreement outlines the terms and conditions of the relationship between you and CCS and your rights and responsibilities as a provider of child care services for CCS families.

Your reimbursement for each child is based on the type of care authorized (full day or part day) and the child’s monthly enrollment authorization (excluding periods of suspension). The monthly enrollment authorization reimbursement for child care is based on the unit of service authorized, as follows:

- A full-day unit of service is 6 to 12 hours of care provided within a 24-hour period;
- A part-day unit of service is fewer than 6 hours of care provided within a 24-hour period.

The determination as to whether CCS will authorize full-day care or part-day care is based upon the parent’s work or school schedule, and travel time to/from the provider location to work or school.

CCS cannot reimburse you:

- Less, when a child enrolled for full day care occasionally attends for a part day
- More, when a child enrolled for part day care occasionally attends for a full day.

B. Enhanced Maximum Reimbursement Rates

Providers who meet certain requirements are eligible to receive higher maximum reimbursement rates. TWC rule requires that the minimum reimbursement rate for a Texas Rising Star (TRS) provider must be greater than the maximum rate established by the Board for a provider that is not TRS certified for same category of care as follows:

- 5% higher for a provider with a 2-star rating;
- 7% higher for a provider with a 3-star rating;
- 9% higher for a provider with a 4-star rating.

Providers who participate in the Texas School Ready! (TSR!) program are also eligible to receive higher reimbursement rates for preschool age children only. All other age groups would receive reimbursement rates based on the regular maximum rates.

The enhanced reimbursement rate cannot exceed the provider's actual published rate.

C. Charging the Difference Between the Board Maximum Rate and your Published Rate

You cannot charge CCS parents the difference in the reimbursement amount you receive from CCS and your published rates. By signing the Provider Agreement, you agree to accept the rates paid by CCS as full payment for care provided, except for Optional Fees and Penalty Fees.

D. Changes in Reimbursement Rates

Any changes in reimbursement rates require a new Rate Agreement that must be signed by both you and CCS staff.

1. Changes to the Board's Maximum Reimbursement Rates

Anytime the Board makes changes to its Maximum Reimbursement Rates, you will be notified in advance of the change becoming effective, as this change requires a new Rate Agreement be signed before the new rates can be effective (unless TWC grants extended time for CCS staff to enact these new Agreements).

2. Changes in Provider Rates

You must submit written documentation of changes to your published rates to the CCS office no less than 30 days prior to the effective date. A new Rate Agreement will then be prepared. The Agreement must be signed by you before the new rates will become effective. The new rates will go into effect the first full month after the Rate Agreement has been signed and returned to CCS.

11. REIMBURSEMENT FOR SERVICE

CCS will pay for child care once you have been contacted by CCS staff and they have authorized care to begin. CCS payment is based on enrollment. CCS will not pay to "hold a spot" for a child. All reimbursements for CCS services will be made after services have been rendered.

A. Provider Holidays

CCS will pay up to nine (9) holidays per year. To receive reimbursement for holidays you must:

- Provide a written list using exact dates (example: 1/1/2020) of the 9 requested holidays that you would like to be reimbursed for the next calendar year.

CCS will pay up to **twelve (12)** holidays per year if you are a Texas Rising Star provider – one additional holiday for each star level you achieve. To receive reimbursement for these (up to) three additional holidays, you must:

- Provide a written list using exact dates of the (up to) three additional holidays that you would like to be reimbursed for the next calendar year no later than August 31 of each year.
- Use at least one of your additional holidays for staff training. In order to document this training, you must submit to the CCS office a copy of the agenda for the staff training day and a copy of the sign in sheet for that day's training. If the year passes and the documentation is not provided, CCS staff will deduct the payments made for that date from your final check of that fiscal year.

Providers are not paid for holidays if:

- a child's care ends the day before the holiday;
- a child's care begins the day after the holiday;
- the holiday falls on a day the child is not authorized to be in care;
- you have already been paid for nine holiday days in the year;
- CCS is not notified in advance of the holiday closure.

CCS must be notified of any changes in scheduled holidays a minimum of 60 calendar days in advance.

B. Provider Reimbursement Schedule

All reimbursements for CCS services will be made after services have been rendered. However, you may choose to be reimbursed once monthly or twice per month. If you identify errors in your reimbursement, you have 30 calendar days to notify CCS after such payment has been made.

C. Reimbursement Method

Reimbursements are made by Electronic Funds Transfer (EFT or "direct deposit") only. Exception: Reimbursements will be made by paper check after the initial setup of a new bank account or a change in bank account numbers. In those instances, you will receive one or two paper checks until the bank routing/reimbursement information is established.

D. Filing Taxes

The Child Care Services Contractor (currently Serco of Texas) will send a Form 1099 to you if required by the Internal Revenue Service (IRS). Taxes are not withheld from reimbursements made for providing child care. It is your responsibility to report all earnings to the IRS.

E. Employment

Providers (licensed child care centers and child care homes, registered child care homes, military bases, or relatives) are **not employees** of the Texas Workforce Commission, Workforce Solutions of West Central Texas, or the Child Care Services Contractor (currently Serco of Texas).

12. DENIAL OF CARE

CCS will notify the provider before a child's eligibility for care ends. CCS services will be denied for the following reasons:

- A) The family's gross monthly income exceeds 85% of State Median Income (SMI);
- B) Three months of continuing care has been provided to a family in which the parents have experienced a permanent cessation in work, education or training and have not resumed work, education or training within the three months;
- C) Three months of initial care was provided to a family experiencing homelessness or initial job search, but eligibility could not be verified by the end of the three months;
- D) Failure to pay the Parent Share of Cost;
- E) Accruing excessive unexplained absences (more than 40);
- F) Eligibility was determined fraudulently;
- G) A parent chooses to voluntarily terminate care.

13. CHILDREN WITH DISABILITIES

Families of children with disabilities have the same right to parent choice as other parents. Families may choose to place their children in child care according to location or convenience, even if the provider who is chosen does not have experience caring for children with disabilities. In these cases, CCS staff will work closely with providers who care for children with disabilities.

F. The Americans with Disabilities Act (ADA) and Providers

The Americans with Disabilities Act (ADA) of 1990, as amended, requires public accommodations, including licensed child care centers, licensed child care homes, and registered child care homes to ensure access for all individuals regardless of disabilities. All providers must comply with this law by accepting children with disabilities into their facility, and by making it possible for parents with disabilities to access the child care facilities.

Attempts must be made by child care providers and CCS to accommodate all types of disabilities. If it creates a financial hardship for you that CCS cannot assist with, you must document in writing any efforts to provide for a child's needs and show why they were not successful or readily achievable.

G. Inclusive Child Care

"Inclusive Child Care" ensures that children with disabilities will have access to child care in settings that include typically developing siblings and peers. Inclusive practices encompass programs, materials, equipment, curriculum, schedules, environments, family involvement, and program evaluation that ensure that each child's capabilities and needs are met.

A CCS referred child with a disability may have an Inclusion Plan developed by the CCS Child Development Specialist (or a third party designated by CCS), if the parent elects to participate in the program. Inclusion Plans are reviewed with the parents, the provider,

staff, and any professionals that care for the child. The Inclusion Plan is written to assist you and your staff with including the child in the care setting with typically developing peers.

H. Inclusion Assistance Rates

CCS recognizes that caring for a child with a disability can create challenges in a child care setting. To assist you in maintaining an inclusive child care setting, a CCS Child Development Specialist (or a third party designated by CCS) can support you in finding additional training for staff or other resources to help better meet a child's needs. Enhanced reimbursement rates are available when extra adult assistance or equipment needs for the child are identified and are approved by the Child Development Specialist. The Child Development Specialist will assist you in the inclusion process. The additional reimbursement rate is set at up to 190% of your reimbursement rate, based on the needs of the child.

The inclusion assistance rate may be used:

- To help pay for extra staff; or
- For additional wages to a current staff member who has special skills necessary to help the child with a disability.

Adaptive equipment may also be provided based on professional recommendations.

Inclusion assistance may not be used to pay for counseling, therapy, or medical services.

14. RECORD KEEPING

You are required to keep accurate records both while a CCS referred child is in care and after care has ended.

A. Required Documents

The following types of documentation must be maintained for at least 4 years *after* a child's CCS enrollment ends.

- Financial documents and supporting documents such as receipts for parent fees and records of attendance, and
- Any other records regarding reimbursement for child care.

B. Access to Records

Providers must allow reasonable access to their records during regular business hours and provide copies upon request to personnel who are authorized to see those records and documents. Representatives authorized to see provider records are:

- Workforce Solutions of West Central Texas representatives,
- CCS Serco of Texas representatives,
- Texas Workforce Commission representatives,
- State Attorney General's office representatives, and
- Federal or State representatives with responsibility for managing and auditing Federal and State programs.

15. PROVIDERS PLACED ON CORRECTIVE OR ADVERSE ACTION BY CCS

CCS is notified by Child Care Regulation when providers are placed on Corrective or Adverse Action. CCS may not be able to continue paying for care or refer new children while the Corrective or Adverse action is in effect. In addition, enhanced rates cannot be paid while the Corrective or Adverse action is in effect. TWC requires CCS to take the following actions when notification is received:

A. Providers Placed on Corrective Action - Probationary Status

1. Children Currently Enrolled:

- Parents of children are notified, in writing, that the provider has been placed on probationary status no later than 5 business days of CCS notification.
- Parents must decide if they wish to continue to use the provider or choose a different one. If a transfer is requested it must occur within 14 calendar days.

2. New Enrollments:

- New enrollments will not be allowed while the provider is on probationary status and until CCS is notified by TWC of the end date of corrective action.

B. Providers under Adverse Action

1. Children Currently Enrolled:

- Parents of children are notified, in writing or by phone, that the provider has been placed under adverse action no later than two business days of CCS notification.
- Parents must choose a new provider no later than 5 business days after notification so care can be transferred to the new provider.

2. New Enrollments:

- New enrollments will not be allowed as long as the provider remains under adverse action and until CCS is notified by TWC of the end date of the adverse action.

3. Reimbursement for referrals will cease no later than 5 calendar days after CCS is notified of a Provider being placed on Adverse Action.

In summary:

Status	Required Notification of Parents?	Required to Stop New Enrollments?	Required to Remove Currently Enrolled Children?	Provider Eligible to Receive Enhanced Rates?
Probationary Status	Yes	Yes	No	No
Adverse Action	Yes	Yes	Yes	No

16. MONITORING AND TECHNICAL ASSISTANCE

Child Care Services have staff who stand ready to serve as a resource for CCS providers. Their responsibilities include providing technical assistance to aid you in understanding the terms of your Provider Agreement and Provider Manual.

A. Monitoring

Monitoring visits will be conducted with the goal of insuring you are meeting local, state and federal requirements for the CCS program. You will be monitored for compliance with the following:

- Procedures outlined in this Provider Manual;
- Terms of the Provider Agreement;
- Collection of the Parent Share of Cost;
- Compliance with CCAA requirements.

B. Technical Assistance

CCS staff will help you understand the requirements contained in the Provider Agreement and Provider Manual, as well as providing technical assistance related to child care referrals and terminations, issues with families, behavioral issues with children, and billing/payments, to name a few. Within 30 calendar days after CCS refers the first child to you, a CCS staff member will contact you to ensure you are aware of CCS procedure, answer any questions that you might have about the program in general, or the attendance and reimbursement process.

You are required to allow CCS or other state or federal authorities to conduct program and fiscal audits. These will be done during regular business hours.

Child Care Regulation is responsible for monitoring providers for compliance with licensing or registration standards; however, if CCS/Board staff observe licensing non-compliances, they are obligated to report the non-compliance to CCR.

17. CORRECTIVE ACTIONS BY CCS

All Providers must comply with the Provider Agreement, follow procedures outlined in this

Provider Manual and remain in good standing with CCR. In some cases, corrective action will be deemed necessary. Listed below are some of the actions CCS may take:

A. Service Improvement Agreements

CCS staff may complete a Service Improvement Agreement (SIA) if you do not adhere to and follow the terms and procedures outlined in the Provider Agreement and/or the Provider Manual.

Service Improvement Agreements will:

- State the problem or issue;
- Explain what improvements must be made;
- List ways for you to work on improvements;
- Set time limits for making improvements; and
- List the consequences of failing to make required improvements within the time limit.

CCS staff will discuss any SIA with you and offer technical assistance if needed, to help you correct the problem or make the required improvements. Both you and the CCS staff must sign the SIA. If you refuse to sign the SIA, the CCS Provider Agreement may be terminated.

B. Adverse Actions

If a serious problem occurs, CCS can take immediate action instead of writing a SIA. Serious problems include, but are not limited to:

- Being found to be in serious non-compliance with, seriously deficient by, or debarred from another State or Federal Program;
- Child Care Regulation has placed your operation on adverse action;
- You are found to be committing fraud.

Consequences for these serious problems may include the following:

- Closing intake;
- Notifying parents of other child care options;
- Temporarily withholding reimbursement for child care services provided;
- Suspending, terminating or denying renewal of the Provider Agreement;
- Non-Payment for child care services delivered; and
- Recoupment of funds.

C. Termination or Non-Renewal of Provider Agreement

After termination or non-renewal of the Provider Agreement for documented violations of the provisions contained in the Provider Agreement or this Provider Manual, or placement on adverse action by CCR, you will not be allowed to reapply for reinstatement as a CCS provider for a period of one year from the termination date of the Provider Agreement.

Termination, suspension or non-renewal of the Provider Agreement will be done at the discretion of CCS and/or the Board.

18. SUSPECTED FRAUD

A parent, provider or any other person may be suspected of fraud if the person presents or causes to be presented to the Board or its CCS contractor one or more of the following items:

1. A request for reimbursement in excess of the amount charged by the provider for child care services; or
2. A claim for child care services if evidence indicates that the person may have:
 - known, or should have known, that child care services were not provided as claimed;
 - known, or should have known, that information provided is false or fraudulent;
 - received child care services during a period in which the parent or child was not eligible for services;
 - known, or should have known, that child care subsidies were provided to a person not eligible to be a provider; or
 - otherwise indicated that the person knew or should have known that the actions were in violation of state or federal statute or regulations relating to child care services.

CCS and/or the Board may initiate an investigation and, if appropriate, may refer the investigation to the Texas Workforce Commission or Law Enforcement for criminal prosecution, if you are suspected of conduct as described above.

TWC or the Board may take the following actions if TWC or the Board finds that you have committed fraud:

- A. Temporary withholding of payments to you for child care services delivered;
- B. Nonpayment of child care services delivered;
- C. Recoupment of funds paid to you;
- D. Stop authorizing care at your facility or location;
- E. Prohibit future eligibility to provide TWC-funded child care services;
- F. Any other action consistent with the intent of the governing statutes or regulations to investigate, prevent or stop suspected fraud.

If you suspect program abuse by either a parent or a provider you can contact TWC's Fraud and Program Abuse Hotline at 800-252-3642. Relay: 1-800-735-2989 (TTY) / 711 (Voice).

19. IMPROVING THE QUALITY OF CHILD CARE

As a provider, you may have access to several special projects and resources designed to improve the quality of your program. Availability is based on funding.

A. Texas Rising Star Program

A Texas Rising Star (TRS) Provider is a child care provider that has an agreement with CCS to serve Texas Workforce Commission (TWC)-subsidized children **and** voluntarily meets requirements that exceed the State's Minimum CCR Standards. TRS Certification is available to Licensed Child Care Centers and Licensed and Registered Child Care Home providers who meet the certification criteria.

The TRS Provider certification system offers the following levels of certification: Two-Star, Three-Star and Four-Star. Each level indicates a progressively higher level of quality care being provided based on evidence-based assessments in the following domains:

- Director and staff qualifications and training;
- Caregiver-child interactions;
- Curriculum;
- Nutrition and indoor/outdoor activities;
- Parent involvement and education.

For more information on the Texas Rising Star program, please visit www.texasrisingstar.org.

B. Quality Improvement Activities

TWC requires Boards to use at least 2 percent of the funds allocated to them for initiatives designed to improve the quality of child care in our Board area. Boards have the flexibility to determine what initiatives to offer their providers each year within the parameters set forth by TWC. Some of the initiatives offered may include:

- Mentoring, training, and/or technical assistance in becoming a TRS provider;
- Professional development for directors and caregivers;
- Equipment and materials;
- Scholarships for Child Development Associate (CDA) classes or other higher education classes leading to certifications or degrees in Early Childhood.

TWC requires that Quality Improvement Activities are first offered to providers that are working toward TRS certification or are TRS providers working toward a higher certification level. TRS providers not working toward a higher certification level, and CCS providers not participating in the TRS program, will be served as funding and/or staffing permits.

20. ASKING QUESTIONS AND SOLVING PROBLEMS

As a provider, you need to have all the information you require to provide care for the children you serve.

A. Questions About Policies

If you have questions about the Provider Agreement or about any of the rules or policies outlined in the Provider Manual, contact CCS staff.

B. Complaints by Families Against Providers

You may receive complaints from families about your care or policies. Most complaints can be handled directly between you and the family. If you are unable to resolve the issue, you should refer the family to CCS. Sometimes the family will request to move their children to another facility. If this happens, we will work with you and the family to try to resolve the problem rather than move the child. If, despite everyone's best efforts, the issue cannot be resolved, the family will be allowed to transfer the child to another facility. You cannot require these families to provide notice that they will be choosing other care options.

C. Complaints by Families Against CCS

If families have concerns or complaints regarding their CCS case or CCS caseworker, you should refer parents to the CCS Director.

D. Complaints by Providers Against CCS

Should you have a complaint regarding payment, attendance, or agreement-related issues, you should contact the CCS Director at (325) 795-4200 or (800) 457-5633. Relay: 1-800-735-2989 (TTY) / 711 (Voice).

E. Resolution of Complaints by Providers Against CCS

Should you wish to appeal an adverse action taken against you by the CCS contractor, you may do so. You are first encouraged to attempt an informal resolution of the issue by contacting the CCS Director. If this informal attempt at resolution fails, you may file a written complaint with the Board. A written complaint must include your name, current address, telephone and/or email and a brief statement of the alleged violation identifying the facts on which the complaint is based. Address your complaint to:

**CHILD CARE CONTRACT MANAGER
WORKFORCE SOLUTIONS OF WEST CENTRAL TEXAS
500 CHESTNUT ST., STE. 1200
ABILENE, TX 79602**

After receiving the complaint, and once jurisdiction is determined, you will be contacted to set a date for a hearing. Once the written complaint is received, you will have a hearing and a determination within 60 calendar days. At the time of the decision you will be provided with additional options to appeal the Board's decision if you are not satisfied with the outcome.

Should you have a discrimination complaint related to the CCS program, please refer to the "Equal Opportunity is the Law" notice available at the end of this manual.

21. COMMUNICATING WITH CCS

E-mail address - ccaa@workforcesystem.org

Website - www.wfswct.org

Phone Number – (325) 795-4200 or (800) 457-5633

Relay: 1-800-735-2989 (TTY) / 711 (Voice)

The most efficient way of communicating with us is by e-mail or through our website.

You may be contacted by different CCS staff members depending on the specific reason for the contact. Listed below are the staff job functions that most likely would be contacting you and what they do.

Child Development Specialist (CDS)

- Offer program support and technical assistance;
- Assist providers in complying with program requirements.

Client Services Specialist (CCS)

- Contact providers to start, update or end child care authorization.

Financial Management Specialist (FMS)

- Review reported attendance;
- Authorize reimbursement based on the reported attendance;
- Answer questions regarding reimbursements.

22. RESOURCES AVAILABLE ON OUR WEBSITE

www.wfswct.org

For Providers:

- View the Provider Reimbursement Schedule;
- View our current Maximum Rates;
- Find information on the Inclusion Program;
- Find information on the Texas Rising Star & Texas School Ready! programs;
- Learn about available professional development training classes and other ways to improve the quality of care you provide.

For Parents:

- Information on How to Apply for Services;
- Report changes;
- Access needed forms;

- Consumer Education;
- Updating waitlist application.

Equal Opportunity Is the Law

The Workforce Solutions of West Central Texas Board, as a recipient of federal financial assistance, must provide the following notice that it does not discriminate on any prohibited ground.

EQUAL OPPORTUNITY IS THE LAW

It is against the law for this recipient of federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I—financially assisted program or activity. The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I—financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity. Recipients of federal financial assistance must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

WHAT TO DO IF YOU BELIEVE YOU HAVE EXPERIENCED DISCRIMINATION

If you think that you have been subjected to discrimination under a WIOA Title I—financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

- the recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or

- Director, Civil Rights Center (CRC), US Department of Labor 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210 or electronically as directed on the CRC website at www.dol.gov/crc.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the CRC (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you may file a complaint with CRC before receiving that notice. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

If you wish to file a complaint, please ask for a Workforce Solutions Complaint Taker, or contact:

Kathy Turner, Board EO Officer
500 Chestnut, Suite 1200
Abilene, TX 79602
(325) 795-4200 / Fax: (325) 795-4300

Tommy Higgins, VR EO Liaison
500 Chestnut, Suite 1000
Abilene, TX 79602
(325) 795-4200 / Fax: (325) 795-4339

Boone Fields, TWC EO Officer
101 E. 15th Street, Room 504
Austin, Texas 78778
(512) 463-2400 / Fax: (512) 463-7804

Relay Texas: 711
1-800-735-2989 (TDD)
1-800-735-2988 (Voice)



Equal Opportunity Employer / Program.

Auxiliary aids and services are available upon request to individuals with disabilities.