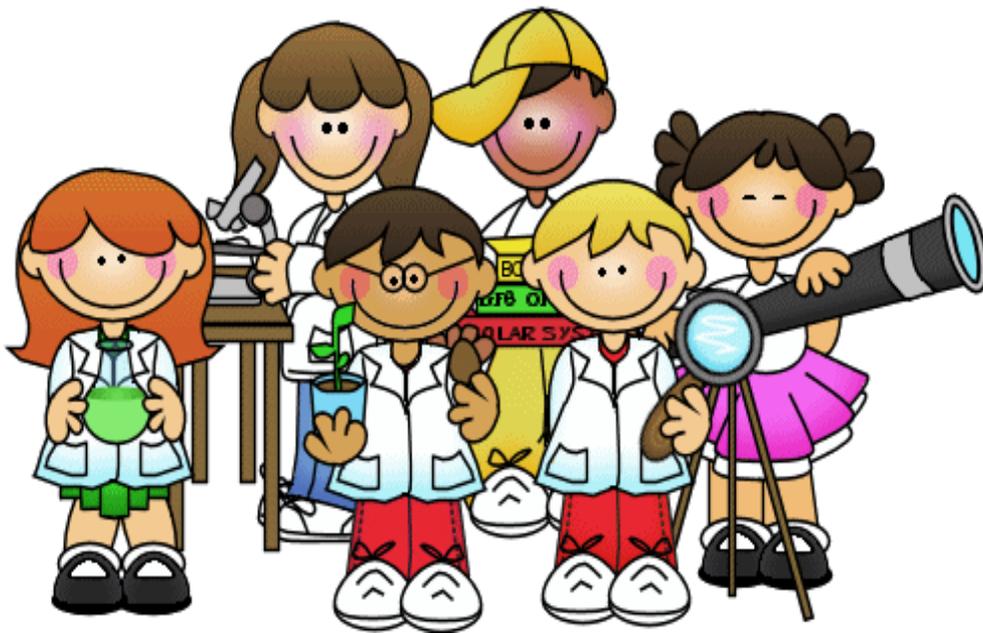




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# Child Care Provider Manual

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# Chapter 1

## Overview of the Child Care System

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### The Texas Workforce Commission

The *Texas Workforce Commission (TWC)* is one of the state agencies that provides support services to low income families working to become and remain self-sufficient. TWC administers programs such as *CHOICES-the Temporary Assistance for Needy Families employment services program*, the *Supplemental Nutrition Assistance Program (SNAP)*, the *Workforce Innovation & Opportunity Act (WIOA)*, and *Child Care Services (CCS)*. The *Workforce Solutions South Plains Board (Board)* in turn contracts with a contractor to deliver these services locally based on local needs.



The *Texas Workforce Commission Child Care Services* program helps eligible families with child care expenses and helps child care providers improve their services. The goals of the *TWC CCS* program are:

- Provide child care subsidy assistance to low-income families
- Improve the quality of care for all children
- Promote children's healthy development and safety
- Provide support for parents who are working or are in training or education

### The Child Care Contractor System

All *Board* programs that assist eligible families with child care are combined into one system called the Child Care Contractor system.

- The *Board* contracts with community-based agencies to manage the delivery of child care services in their area. In this Child Care Contractor Provider Manual, these agencies are referred to as the Child Care Services Contractor.
- Each Child Care Services Contractor is responsible to their respective *Board* for the operation of the *CCS* in their area.

## **Child Care Contractor Staff**

Child Care Services contractor staff that providers will see or talk to most often are:

- Provider Services Specialists, who:
  - ✓ Offer program support, on-site training and resources
  - ✓ Help Providers comply with provider requirements
- Client Service Specialists, who:
  - ✓ Determine eligibility for parents during intake and enrollment
  - ✓ Authorize child care with the provider chosen by the parent
  - ✓ Assist families with referral resources

## **Child Care Services Providers**

Child care facilities that meet certain requirements may become *Child Care Services* providers by signing an agreement with the Child Care Contractor. In this Child Care Services Provider Manual, child care providers who sign this agreement are called Providers. Chapter 2 gives complete information on becoming a provider.

Some advantages of being a provider are:

- Receiving technical assistance from Child Care Contractor staff
- Having access to the Betty Anderson Resource Room
- Access to trainings, materials, resources and mentoring
- Receiving direct payment for child care services provided

## **Provider's Role in the *Child Care System***

The most important role of providers is to provide quality child care for all children in their facility. Providers contribute to CCS in other ways as well. Providers are often asked to give their opinions about CCS through surveys, questionnaires, trainings and meetings.

The roles and responsibilities of providers are detailed throughout this Child Care Services Provider Manual.

## **Rules and Regulations Governing the Child Care Services System**

All policies, and procedures in the Child Care Services Provider Manual are based on federal, and state rules. The *Board* develops local policies and procedures to go along with the federal and state rules and regulations.

At the end of each chapter in this manual is a list of the numbers and titles of *Texas Workforce Commission* rules that apply to information in that chapter. These Child Care rules can be found at [www.twc.state.tx.us](http://www.twc.state.tx.us).

## Funding for Child Care

The federal and Texas state governments provide funding for children referred to providers by CCS. Funding sources administered by *TWC* that help families with their child care include:

- Funds that pay child care expenses for parents who are participating in the *CHOICES* program
- Funds that help pay for transitional child care to support the employment of parents for the first year after *Temporary Assistance for Needy Families* benefits are discontinued
- Funds that pay child care expenses for parents who participate in the *Supplemental Nutrition Assistance Program (SNAP)*
- Funds that pay for child care expenses for parents participating in the *Workforce Innovation and Opportunity Act (WIOA)*
- Funds that help pay for child care to support employment, education or training for low income parents
- Funds that pay child care expenses for children in *Child Protective Services (CPS)* cases

A limited amount of additional funding is available through public and private local match funds. The total amount available is only enough to serve a small percentage of the eligible children.

### **TEXAS WORKFORCE COMMISSION RULES THAT APPLY**

The following Texas Workforce Commission Child Care Services rules apply to information in Chapter 1:

809.43 Priority for Child Care Services

# Chapter 2

## Becoming a Provider

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### Who May Become a Provider?

Any licensed or registered provider of child care in Texas may apply to become a provider. There are two basic requirements that a provider must meet before becoming a provider.

#### Requirement 1: Licensing and Registration

To become a provider, a child care provider must:

- Have a current license from the Texas Department of Family and Protective Services as a child care center, child care home, or registered child care home
- Must not be on corrective or adverse action or an ineligible provider with the Texas Department of Families and Protective Services Licensing Division

#### Requirement 2: Abiding by Terms of the Provider Agreement

To become a provider, a child care provider must:

- Sign a Child Care Services Provider Agreement, which is also signed by a representative of the Child Care Contractor
- Agree to abide by the terms of the Child Care Services Provider Agreement
- Agree to follow all policies and procedures outlined in this Child Care Services Provider Manual

Note: Child Care Services Providers are required to follow the state licensing requirements in regards to liability insurance stipulated in the Texas Department of Family and Regulatory Services Minimum Standards.

### The Provider Agreement

When a child care provider decides to participate in the *Child Care Services* system, the Child Care Contractor will arrange for a Provider Agreement to be completed and signed by the provider and the Child Care Contractor.

Provider Agreements:

- Have information needed by the Child Care Contractor
- Explain to providers what they must do
- Must be signed before the *Board* will pay for CCS referred children
- Are the basis of payment for services provided to CCS referred children
- Include this Child Care Services Provider Manual as part of the agreement

Provider Agreements are legal contracts that are valid for one year, if:

- Providers' license, registration or certification remains current
- Providers comply with terms of the *Child Care Services Provider Agreement*

Having a *Child Care Services Provider Agreement* does not guarantee that a provider will have children referred by the Child Care Contractor. All referrals made by the Child Care Contractor are based on parent choice. However, even if providers do not have Child Care Contractor-referred children in care, they must still comply with the terms of the Provider Agreement to keep the agreement current.

**\*\*Note:** The Child Care Contractor may not start a Provider Agreement with any child care provider if the provider or a staff person of the provider has been found to be in serious non-compliance with, seriously deficient by, or debarred from any other state or federal program (such as the Child Care Food Program). In addition, the Child Care Contractor shall terminate within thirty days the provider agreement of any provider whose facility or staff are found to be in serious noncompliance with, seriously deficient by, or debarred from other state or federal programs.

### **When Child Care Contractors Operate Child Care Facilities**

Some Child Care Contractors may also operate facilities that are CCS providers. In these cases, the Provider must:

- Sign a Provider Agreement with the *Board*
- Have a separate Provider Agreement for each separate facility
- Have Board staff monitor compliance for the contractor child care facilities with the Child Care Services Provider Agreement and procedures in this Child Care Services Provider Manual

The *Board* must use its own Provider Services Specialist staff for technical assistance, on-site training, and resources.

## Annual Renewal of the Provider Agreement

Provider Agreements must be renewed at least once each year. Child Care Contractor staff will notify providers in advance that the renewal date is near. Provider Agreements will be renewed if the provider:

- Continues to meet all the basic requirements
- Has met the terms of the Provider Agreement
- Has maintained satisfactory compliance with the *Texas Department of Family and Protective Service's* minimum licensing standards
- Chooses to renew the Provider Agreement

Provider Agreements might not be renewed under certain conditions. Please refer to Chapter 10 for an explanation of those conditions.

## New or Amended Provider Agreements

Most changes in the way a facility runs will mean that a new Provider Agreement must be signed or that the Provider Agreement must be amended. All changes must be reported to the Child Care Contractor immediately. A new or amended Provider Agreement must be signed at the time any changes occur.

Some changes in the facility will cause the Provider Agreement to be terminated.

### **TEXAS WORKFORCE COMMISSION RULES THAT APPLY**

The following Texas Workforce Commission Child Care Services rules apply to information in Chapter 2:

809.91 Minimum Requirements for Providers

# Remember

## **These changes must be reported to the Child Care Contractor at least two weeks in advance:**

- ✓ A change in the facility name
- ✓ A change in governing body or corporate status
- ✓ A change in facility rates or fees
- ✓ A change in hours of operation
- ✓ A change in holiday schedule
- ✓ A change in the ages of children served
- ✓ A change in the facility owner's address
- ✓ Any change in facility license or registration caused by conditions placed on it by the *Texas Department of Family and Protective Service's Licensing Division*
- ✓ A change in the contact person or director
- ✓ A change in transportation policies

If you are a Texas School Ready provider and your status with that program changes, you must notify CCS immediately.

If you are a Texas Rising Star provider and you receive a licensing violation, you must notify CCS immediately.

## **Changes that cause termination of Child Care Provider Agreement:**

- ✓ A change in facility ownership
- ✓ A move to a different location
- ✓ Loss of *Texas Department of Family and Protective Services* license, registration, or certification status
- ✓ A provider found to be in serious noncompliance with, seriously deficient by, or debarred from another state or federal program

# Chapter 3

## Getting Child Care Services Through the Child Care Contractor

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### Parent Contact with Child Care Services

Parents get help with child care by contacting the Child Care Contractor. Some parents are referred to the Child Care Contractor by *Workforce Solutions South Plains* or *Child Protective Services (CPS)* caseworkers. Child Care Contractors know these parents are eligible for help with their child care if *Workforce* staff or *CPS* caseworkers authorize child care. *CCS* staff will then notify providers.

Some parents who need help are not referred by *Workforce Solutions* employment caseworkers or the *Texas Department of Protective and Regulatory Services*. These “self-referred” parents contact their local Child Care Contractor, who will determine if they are eligible for assistance.

### Parent Choice of Provider

Federal law requires that parents choose where they want their *CCS* referred children to go for child care. The Child Care Contractor cannot tell parents where they are to take their children for care. Parents must choose child care providers who:

- Have agreements with the Child Care Contractor to be providers, or
- Meet requirements to provide self-arranged child care

### Self-Arranged Child Care

Parents may self-arrange child care with providers who are not *CCS* providers. These child care providers must:

- Be licensed child care centers, licensed child care homes, or registered child care homes, or
- Be listed and in compliance with the regulatory or licensing standards of the licensing/regulatory body, and must be the children’s grandparents, great grandparents, aunt, uncle or sibling (not living in the child’s home) over the age of 18

The self-arranged provider and client cannot reside at the same residence (some exclusions apply).

Self-Arranged Child Care providers will be reimbursed directly from the *Board* for child care they provide minus the parent share of cost.

## **Termination of Enrollment**

The Child Care Contractor may terminate child care services for parents for several reasons, including:

- The family has gone over income
- The child no longer lives with the parent
- The parent no longer needs child care
- The child is too old for care (only at initial enrollment or recertification periods)
- The parent did not comply with the provider's policies
- The parent did not return the required paperwork in a timely manner (only at initial enrollment or recertification periods)
- The child has missed more than 65 days within a year (only at initial enrollment or recertification periods)
- The child has missed five consecutive days without the parent contacting the child care provider (The child is still eligible for child care through their eligibility period, but must contact CCS to resume child care)
- The child has 5 red Z's on the CCAA attendance tracking system without a valid reason (Valid reasons are listed in Chapter 7 of this manual)

In most cases the Child Care Contractor will notify the provider in advance that a child's enrollment is to be terminated and will pay the provider through the stated termination date. There are occasions when a child's enrollment is terminated immediately and the Child Care Contractor is unable to let the provider know ahead of time.

**\*\*Note:** Providers may not terminate a child's enrollment without notifying the Child Care Contractor.

## **Wait List**

Sometimes children who are eligible to receive child care must be put on the wait list. The wait list is for children who are eligible for care, but for whom funds are not currently available.

## Waiting Period

There is now a mandatory waiting period of 12 months for clients who reach 65 absences in their prior 12 months of eligibility. These clients will be ineligible to reapply for child care services or to be placed on the waiting list for child care services for 12 months.

### TEXAS WORKFORCE COMMISSION RULES THAT APPLY

The following Texas Workforce Commission Child Care Services rules apply to information in Chapter 3:

809.72 Parent Eligibility Documentation Requirements

809.71 Parents Rights

# Chapter 4

## Enrolling Children

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# Enrollment Process

When a parent is determined to be eligible for child care services, and if funds are available for the child's care, *Child Care Services*:

- Encourages the parent to visit potential providers, and provide information on choosing quality child care
- Tells the parent to turn in their choice of provider form when a decision has been made about where they wish to place their child for care

When the parent turns in their choice of provider form, the Child Care Contractor:

- Authorizes care to start, verbally or by email
- Sends the provider the *Child Care Services Form 2450, Authorization for Child Care Enrollment*

*Child Care Services Form 2450* tells the provider:

- Parent and children for whom care is authorized
- Date child care is to begin
- Amount of the monthly parent share of cost
- Amount of the daily parent share of cost
- Days and units of care authorized
- Date the current eligibility will end

The providers must not accept a child unless the Child Care Contractor has called or emailed the provider to authorize enrollment. Even if *Child Protective Services* or a *Workforce Solutions* caseworker refers the child, the provider still must have Child Care Contractor authorization before accepting the child.

The Child Care Contractor will have parents sign a Parent Acknowledgement of Rights and Responsibility for *Child Care Services* form. This form tells parents that they must comply with federal, state and local *Board* policies, as well as the provider's policies.

### **Accepting Children Referred by the Child Care Contractor**

Providers are encouraged to accept all children referred to them by the Child Care Contractor if:

- Children are within the age range the Provider is licensed to serve
- Children are the ages covered by the *Child Care Services* Provider Agreements
- Accepting the child does not put the provider over its *Texas Department of Family and Protective Services* licensed capacity

The Americans with Disabilities Act of 1990, as amended, requires that all individuals, regardless of their disabilities, be allowed access to child care facilities, including registered family homes. See Chapter 5 for additional information on working with children with disabilities.

### **Provider Policies**

Parents must comply with all policies that a provider has, unless the provider's policy is in direct conflict with *Child Care Services* policies.

Most providers have policies that require parents to pay a late fee if they pick children up after the facility closes. Parents of *Child Care Services*-referred children are expected to comply with provider late-pick up policies.

Providers must not:

- Charge *Child Care Services*-referred children a higher late fee than other children are charged
- Have a different late fee policy for *Child Care Services*-referred children than for other children
- When a child never attends, and doesn't notify the provider, providers can be paid for the first 5 days if the provider notifies CCS

CCS can drop the child from care if, the child does not attend by the 5<sup>th</sup> day, and the parent has not notified the provider. Provider must report this to CCS.

*Child Care Services* staff will talk with the provider about the situation and will let the provider know whether the child will still be enrolled. If the child continues in care, the days missed count toward the child's total absences. (Please refer to absence policies in Chapter 7.)

## Units of Child Care Service

The Child Care Contractor pays for child care based upon the units of service authorized:

- A unit of service may be a full day or a part day
- A full day unit of service is 6 to 12 hours of care within a 24-hour period
- A part day unit of service is less than six hours of care within a 24-hour period

If, within a 24-hour period a parent needs....	...then Child Care Contractor...
...less than six hours of child care...	...enroll the child for one part-time unit.
...at least six hours of child care...	...enroll the child for one full-time unit.
...more that 12 hours but less than 18 hours of child care...	...enroll the child for 1½ units (Part & Full)

\*\*Children may not be enrolled for more than 1½ units of care per day (24 hours)

## Part-Time Care

The Child Care Contractor authorizes care based on the time needed to support parents' employment or training. Many parents are employed part-time or do shift work, so many children need part-time care.

- Part-time care is less than six hours a day; full-time care is 6 to 12 hours a day

- When determining if parents need full-time, or part-time care, the Child Care Contractor includes transportation time. (See Transportation Schedules in this chapter.)
- The Child Care Contractor does not refer parents who need part-time care to providers who do not offer part-time care

Providers must:

- Allow a part-time child to attend up to the full six hours
- Keep track of part-time attendance of the child

Providers must not:

- Charge a late fee to a part-time child unless the child is in attendance for more than six hours, or past the closing time for the facility
- Charge a late fee to a full-time child unless the child is in attendance for more than 12 hours, or past the closing time for the facility

## **Occasional Attendance by a Child**

On occasion, a child who is enrolled for part-time care may attend full-time, or a child enrolled for full-time attends part-time. In the case of a child enrolled part-time attending full-time on this basis, a late fee should not be charged. In these instances, the Child Care Contractor pays providers for the period of time the child is regularly scheduled to attend. Occasional attendance is defined as no more frequently than once a month and is always pre-arranged between the parents and the provider.

## **School-Age Care/School Holiday Only**

School-age care before and after school hours is considered blended care. School-age children are enrolled according to the school year, and may be enrolled for before and after school care only, for summer care only, or for full year care. Providers who provide full year care for school-age children will need to reserve space for children whose parents need to have them enrolled full-time during the summer, and for school holidays throughout the school year.

School-age children are enrolled for the times when school is not in session. When school-age child must attend a full day during a holiday or a teacher training day, the provider will be paid a blended rate, which combines the full-time rate with the part-time rate over the school year. Formula: part-time rate for 175 days + full-time rate for 30 days divided by the total number of days during the school session (205 days). Summer care will not be affected by blended rates. Summer will be paid at the full-time rate (dependent on the parent's authorization).

## Transportation Schedules

The Child Care Contractor will authorize child care to include transportation time:

- Thirty minutes before and after the parent's scheduled activity is the standard time but may be extended to an hour depending on distance
- Up to one hour of transportation for the extra time it takes parents to go to work or training after dropping off children and picking up children

### **TEXAS WORKFORCE COMMISSION RULES THAT APPLY**

The following Texas Workforce Commission rules apply to information in Chapter 4:

- 809.49 Children Receiving or Needing Protective Services
- 809.13 Attendance Tracking
- 809.20 Board Established Provider Reimbursement Rates
- 809.91 Minimum Provider Requirements
- 809.19 Assessing the Parent Share of Cost

# Remember

## These are things Providers do in the enrollment process:

- ✓ Providers accept children referred by the Child Care Contractor unless:
  - ✎ The *Texas Department of Family and Protective Services*-license or registration doesn't include children of that age
  - ✎ Accepting a child would exceed licensed capacity
- ✓ Accept only those children *Child Care Services* has authorized for care by telephone or email followed by a *Workforce Solutions South Plains Board Form 2450, Child Care Contractor Authorization for Child Care Enrollment*
- ✓ Accept only the CCS referred children that your Provider Agreement allows
- ✓ Notify the Child Care Contractor immediately if a child scheduled to start does not attend by the 5<sup>th</sup> day
- ✓ Notify the Child Care Contractor on the 5<sup>th</sup> Red Z in all circumstances
- ✓ Provide parents with provider policies and procedures
- ✓ A child may not be enrolled more than a part and full time unit of care in a 24-hour period.

# Chapter 5

## Enrolling Children with Disabilities

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### Policies for Services to Children with Disabilities

*Child Care Services* policies and procedures for serving children with disabilities are to create supportive environments for children and their families, and to provide support to Providers.

### The American with Disabilities Act and Providers

The Americans with Disabilities Act, as amended, that went into effect in 1990 requires public accommodations, including child care centers, group day homes, and registered family homes, to ensure access for all individuals regardless of disabilities. All child care providers, including Child Care Services Contractor 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 child care facilities.

If providers refuse to provide care to children with disabilities, they must be prepared to justify their enrollment decisions if challenged. Providers must document in writing any efforts to provide for a child's needs and show why they were not successful or readily achievable.

### Placing Children with Disabilities

Parents of children with disabilities have the right to parent choice of their provider. If parents request specialized care, they will be given a list of providers who offer specialized care.

Parents may choose to place children according to location or convenience, even if the providers chosen do not have experience caring for children with disabilities.

In both cases Child Care Contractor staff, will work closely with providers who care for children with disabilities.

### Confidentiality

All information providers have about children with disabilities, as well as all other children should remain confidential. Information about children cannot be given to anyone, either in writing or verbally, without permission from the parent. Provider caregivers working directly with children with disabilities must learn all they can about the children, including the confidential information. Caregivers must not share this confidential information with:

- Caregiver staff who do not work with the children with disabilities

- Other providers
- Other parents, visitors or children

## **Caring for Children with Disabilities**

The Children with Disabilities Specialist at *Child Care Services* will work closely with providers to provide a quality environment for any special needs child placed at their facility. This includes referrals and information on:

- How to work with parents of children with disabilities
- How to get a child settled into the facility
- How the Child Care Contractor will help
- What inclusion plans are and how to write them
- How to get adaptive equipment
- How to decide if more help is needed
- Where to find community resources
- What to do if a parent has a disability
- What to do if providers don't feel they can meet the child's needs

Every child with disabilities must have an Inclusion Plan that is developed with the parents, provider, Provider Services Specialist, and any professionals involved with care of the children.

## **Inclusion Assistance Rates**

Additional reimbursement may be available to providers when the parent initiates that additional resources may be needed for the child. CCS will evaluate the need and determine if any of the following are necessary for the care of the child:

- Additional staff or training
- Additional equipment or minor renovations
- Expected duration of the need

To receive additional assistance, the parent must have a Board approved professional complete a Workforce Solutions South Plains Form 2419, Certification for Inclusion Assistance Rate. The Provider Services Specialist can help the parent with the process. The additional reimbursement rate will not exceed 190% of the provider's reimbursement rate, based on the needs that may be necessary according to a Board-approved professional.

## Resources

Based on the assessment of need by a specialist, the Child Care Contractor will attempt to provide adaptive equipment that may be required for the provider to adequately care for a child with disabilities. The equipment will not be the property of the provider. Adaptive equipment is used by the child with disabilities and will follow the child if there is a change in providers.

Most communities have resources available to parents of children with disabilities, and some of the resources are available to providers. The Child Care Contractor will assist providers in locating local resources, which may include:

- Federal or state agencies
- Federal, state, and local associations for persons with disabilities
- Parent support groups and organizations
- Educational services

### **TEXAS WORKFORCE COMMISSION RULES THAT APPLY**

The following Texas Workforce Commission Child Care Services rules apply to information in Chapter 5:

809.2 (6) Definition: Children with Disabilities

809.20 Maximum Provider Reimbursement Rates

# Remember

**These things must be done when children with disabilities are enrolled:**

- ✓ Develop and follow a child's inclusion plan
- ✓ Contact the Child Care Contractor if a child's disability status changes (For example, when a child no longer attends a special education class)
- ✓ Use inclusion assistance funds as intended
- ✓ Maintain confidentiality about children's conditions
- ✓ Contact the Child Care Contractor if there are problems with placement

# Chapter 6

## Determining Payment Rates to Providers for Services to Child Care Contractor-Referred Children

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### Board Maximum Reimbursement Rates

The *Board* sets the maximum rates that providers can be reimbursed for services to Child Care Services Contractor referred children according to:

- Federal and state laws and regulations
- *Texas Workforce Commission* program state plans
- Local Market Rate Surveys
- Based on affordability while still meeting performance standards

Maximum reimbursement rates are based on the following:

- Type of child care facility- licensed center, licensed child care home, or registered child care home
- Is the provider a Texas Rising Star provider or Texas School Ready provider?
- Age of the children (infant, toddler, preschool, school-age)
- Full-time or part-time care

To determine the maximum rates, the *Board* may conduct a survey of a random sample of child care providers in the area. Providers are asked to report their published rate for care in each category listed above. Actual rates and affordable rates are reviewed and recommendations are presented to the *Board* for approval.

### Provider Payment Rates

Actual payment rates for individual providers are set when the Provider Agreement is signed. The provider receives these amounts for each day of care provided to *Child Care Services*-referred children. Payment rates are based upon the provider's documentation of their rates as reported on Form 2429-B, Child Care Services Contractor Provider Rates.

Provider reimbursement rates are based upon their published rates pro-rated to a daily rate. A copy of the provider's published rates must be provided to Provider Service Specialist staff. The provider determines a single rate for full-time care and a

single rate for part-time care for each of the four age categories, for a total of eight rates (dependent on the ages served). The provider may include fees currently allowed in determining their rates. Child Care Services staff is available to assist providers who have multiple rates within an age category in determining their rate for that category. The provider must choose only one method for determining rates.

Providers will not be paid more than the *Board* maximum reimbursement rate even if their published rates are higher than the *Board* maximum reimbursement rates.

**\*\*Providers cannot require child care contractor-referred parents to make up the difference between provider's published rates and the *Board* maximum rates.**

Child Care Contractor staff may review the provider's records (i.e. supporting documents) to determine if the rates established by the provider reflect rates consistent with rates paid by non-Child Care Contractor referred parents.

Board maximum reimbursement rates are higher for Texas Rising Star Providers and must be at least:

- 5% higher for a 2-Two Star provider
- 7% higher for a 3-Three Star provider
- 9% higher for a 4-Four Star provider

Board maximum reimbursement rates are higher only for the preschool children authorized at Texas School Ready providers.

## **When Providers Change Their Rates**

If providers change their published rates they must send written documentation of the new rates to the Child Care Contractor. A Provider Agreement amendment will be prepared that shows the new rates. Depending on current maximum rates or a rate freeze due to *Board* guidelines, the new rates may, or may not be effective the first month after an amended Provider Agreement has been signed showing the new rate.

## **Provider Reimbursement for Transportation**

When providers provide transportation for children, these transportation fees are included in the calculation of the provider's published rates, the provider is paid that rate, if it does not exceed the Board maximum rate in that category.

### **TEXAS WORKFORCE COMMISSION RULES THAT APPLY**

The following Texas Workforce Commission Child Care Services rules apply to information in Chapter 6:

- 809.20 Maximum Provider Reimbursement Rates
- 809.20(e) Provider Reimbursement for Transportation

# Remember

- ✓ Providers determine a single rate for full-time and a single rate for part-time care per age category
- ✓ Child Care Contractor-referred children may not be charged a higher rate than other children are charged
- ✓ Child Care Contractor parents **cannot** be required to make up any difference between the provider's published rate and the actual reimbursement rate
- ✓ Report any rate changes to the Child Care Contractor immediately

## Chapter 7

### CCAA Attendance Portal

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#### Accessing Your CCAA Portal

To access the CCAA portal, go to the website: [www.workforcesolutionschildcare.com](http://www.workforcesolutionschildcare.com)

The first time you access your portal you will need to:

- Use your *TDFPS* license number as your log-in
- Your zip code will be your first password
- You will be asked to create a new password at that time

#### Why Checking the CCAA Portal Daily Is Important

All attendance for *Child Care Services (CCS)* referred children must be reported through the Child Care Automated Attendance (CCAA) tracking system. Providers must check their CCAA portal **daily** to ensure transactions are accurate. Please note that the CCAA tracking system is the basis for provider payments. To ensure the accuracy of your reimbursement, review your portal and visit with any *CCS* parent not using the system daily.

## **When CCS-Referred Children Are Absent**

Parents of CCS-referred children are required to notify the providers by telephone or in person if their children are absent from care. Parents must also report absences using the CCAA system by calling 866-960-6496 and selecting the “absences” prompt or by swiping the child as absent on the Point of Service (POS) device at the child care facility.

If the Child Care Contractor must end a new child’s enrollment before the child begins care at the facility, the provider will be paid for any days from the time the child was scheduled to begin care to the date enrollment was terminated, as stated on the Workforce Solutions South Plains Board Form 2450, as long as absences are reported in accordance to policy.

## **New Attendance Standards**

Red Z’s are automatically counted as an absence. It is imperative that the swipe card is utilized daily to maintain care. If the failure to record attendance is beyond the control of the parent, the attendance must be documented on the supplemental billing form to help ensure the child’s attendance is corrected. Correctable instances include:

- CCAA card was not available to the parent within the time period allotted for the parent to record attendance
- Provider’s POS or phone (for the IVR) was temporarily unavailable during the time period available for the parent to record attendance
- Extenuating circumstances-these must be explained on the supplemental billing and Board staff will determine if corrections to attendance will be made

Red z’s can be corrected for 6 days past each missed swipe.

## **Other Absences for Contractor-Referred Children**

Children are allowed a total of 65 absences during the most recent 12-month eligibility period. If a child exceeds 65 total absences during their eligibility period, the child is not eligible for care at the next eligibility determination and shall not be eligible for a minimum of 12 months.

\*\*Remember-Not swiping attendance is counted as an absence.

## **Suspension of Enrollment**

Sometimes a child must be absent from care for a week or more. Parents may request a suspension from care at their discretion; no reason is required.

A parent must notify the Child Care Contractor in advance, and in writing when a child will be absent for this length of time. Parents are not required to suspend;

however, all days will be counted as absences for the child and could affect their ability to update at recertification.

The Child Care Contractor will authorize the child's suspension via phone or email and complete a *Child Care Services Form 2450* to be sent to the provider.

The provider is not paid for the period the child is on suspension and may enroll another child in that space. When the enrollment suspension period is over, the child is guaranteed re-enrollment and may be placed with the original provider if space is available or with another provider.

## **Supplemental Billing Form 2455-S**

The Supplemental Billing Form 2455-S is available on the Child Care Contractors website at [www.spcaa.org](http://www.spcaa.org) or on the *Workforce Solutions* website at [www.spworkforce.org](http://www.spworkforce.org). The supplemental billing form should only be used for the following circumstances with a comment and/or valid reason included:

- New clients who have not received a swipe card
- For lost swipe cards reported to CCS
- To correct z's
- System failures
- Other reasons out of the parent's control (must be explained)

The supplemental billing form should be turned in by the 10<sup>th</sup> day of each month.

Use the following code on your Supplemental Billing form 2455-S:

P – Present

A – General absence

I – Illness

H – Holiday

E – Extenuating Circumstances    C – Court Ordered Visitation

### **TEXAS WORKFORCE COMMISSION RULES THAT APPLY**

The following Texas Workforce Commission Child Care Services rule applies to information in Chapter 7:

809.13    Board Policies for Child Care Services

# Remember

- ✓ Check your CCAA portal daily
- ✓ Report 5<sup>th</sup> day consecutive absences with or without contact from parents
- ✓ Red z's can be corrected for 6 days past each missed swipe
- ✓ If a child exceeds 65 total absences during their eligibility period, the child is not eligible for care at the next eligibility determination and shall not be eligible for a minimum of 12 months
- ✓ If a child is going to be absent for an extended period, they may request a suspension in order to not accumulate absences
- ✓ Report absences to CCS via email: [childcareservices@spworkforce.org](mailto:childcareservices@spworkforce.org)

## Chapter 8

### Collecting Parent Share of Cost and Subsidies

#### Why Parent Share of Costs Are Assessed

The federal government, *Texas Workforce Commission* and the *Board* believe that it is important for parents to participate in paying the cost of their child care. In this way, parents can begin preparing to assume full cost of their child care as part of acquiring self-sufficiency.

#### Who Pays a Parent Share of Cost

Most parents must pay part of the cost of their child care, even when they are eligible for child care assistance. The Child Care Contractor figures the parent share of cost (PSOC) according to the family's gross monthly income. The Child Care Contractor lets providers know which parents must pay a PSOC and how much the PSOC will be each month. Exemptions that may apply to assessing and collecting parent share of cost include *CHOICES* participants, *Supplemental Nutritional Assistance Program* participants, children receiving protective services, and children experiencing homelessness. CCS will access all parent's share of cost in accordance to program requirements, and providers will be notified.

## **Collecting Parent Share of Cost**

Providers must collect the parent share of cost in advance. Providers keep the fees they collect and the amount of the assessed parent share of cost is deducted from the *Board's* reimbursement to the provider.

Providers must collect PSOC before child care services are provided. Providers may collect:

- Once a week
- Once a month
- On a schedule that meets the parent's and provider's needs

Parents must pay their parent share of cost even when:

- Children are scheduled to attend but do not attend
- The parent takes vacation days

The Child Care Contractor monitors the collection of PSOC by providers. Deduction of PSOC from provider reimbursement is discussed in Chapter 9.

## **Reduction of Parent Share of Cost**

Parent share of cost may be lowered temporarily when parents have documented proof of a financial hardship. Only the Child Care Contractor can lower the PSOC. Providers may not lower fees.

CCS notifies providers when the PSOC has been reduced and the reimbursement to the provider will be adjusted accordingly. The Child Care Contractor will notify the provider of any adjustments to the amount the parent must pay.

## **When Parents Do Not Pay Their Share of Cost**

CCS cannot terminate child care for not paying PSOC, so it's imperative that you collect the PSOC in advance. Providers will not be reimbursed for the parent share of cost not collected from the parent. Providers can choose to end care for non-payment of fees, or for any reason per the provider's policies.

Providers are required to notify CCS about problems with payments of PSOC on a monthly basis. The Child Care Contractor will document that the parent has not paid their share of cost, and mail the parent a letter about their past due amount.

Parents choosing to transfer to another provider will be required to be paid up in the most recent service month. CCS will only require evidence of one month of PSOC payments made during the most recent service month regardless of what month the provider will apply it to.

## TEXAS WORKFORCE COMMISSION RULES THAT APPLY

The following Texas Workforce Commission Child Care Services rules apply to information in Chapter 8:

- 809.19 Assessing Parent Share of Cost
- 809.19 Reduction and Waiving Parent Share of Cost
- 809.19 Collection of Assessed Parent Share of Cost and Subsidies

# Remember

## Collect parent share of cost (PSOC) as required:

- ✓ PSOC must be collected **before** child care services are provided
- ✓ Amount collected from the parent must be written and kept as a financial record
- ✓ Providers must give parents receipts for payment & keep copies on file
- ✓ Parent receipts must include:
  - ✎ Name of parent and child(ren)
  - ✎ The time covered by the parent share of cost
  - ✎ The amount of money collected
  - ✎ The date the money was collected
- ✓ Providers must notify the Child Care Contractor **monthly** if parents do not pay their parent share of cost on time or pay the wrong amount
- ✓ Repeated failure to collect parent share of cost as required could result in the Child Care Contractor developing a Service Improvement Agreement
- ✓ Providers will not be reimbursed for uncollected parent share of cost
- ✓ Providers have the option to suspend care or drop care for clients who have not paid their parent share of cost
- ✓ Providers must notify the contractor when care is suspended or dropped
- ✓ Remember if you suspend care, you will not be reimbursed for those days.

# Chapter 9

## Records

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### Payment to Providers

All parent share of costs that the provider collects are deducted from the *Board's* reimbursement to the provider.

### Payment for Children's Absences

Providers are paid for days that children do not attend, if:

- The day has been authorized by a *CCS* caseworker
- The day is one of the nine provider holidays listed on the provider agreement
- The provider had to close the facility due to weather, extenuating circumstances, or natural disasters - up to five days within the twelve-month period after the Child Care Contractor Provider Agreement is initially dated

Providers must notify the *CCS* office immediately about extenuating circumstances and they must be documented on your 2455-S Supplemental Billing Form.

Providers are not paid for any holidays or vacations that are not listed in the Provider Agreement.

### Record Keeping Requirements

Providers must keep records while a *Child Care Services* referred child is in their care and after care has ended. After a *Child Care Services* referred child is no longer coming to the facility, providers must keep:

- Financial documents and supporting documents such as attendance records and receipts for parent share of cost
- Any other records having to do with financial claims

Each *Child Care Services* referred child's records and documents must be kept for at least **3 years and 90 days** after the *Child Care Services* referred child's enrollment ends. The *Child Care Contractor* advises providers when there is a need to keep records for a longer period.

## Access to Records

Providers must allow reasonable access to their records and provide copies on request to those authorized to see records and documents. The access is only during regular business hours. People authorized to see provider records are:

- Child Care Contractor staff
- *Workforce Solutions South Plains Board* staff
- *Texas Workforce Commission* staff
- Representatives of federal government offices with responsibility for managing and auditing federal and state child care programs

## Submitting Accurate Claims

Claims are downloaded from the CCAA system weekly and are paid directly from the CCAA system every two weeks. In addition, providers are responsible for submitting any missing attendance on a supplemental claims billing Form 2455-S. The downloaded claims will be processed separately from the supplemental billing form. The provider's check for downloaded claims will be received within 10 days from the download. The provider's supplemental check will be processed after all downloaded claims for all providers are completed. If any of these claims contain errors, the *Board* will adjust the provider's reimbursement. Supplemental Form 2455-S cannot be processed until all supplemental billing claims are correct. Each child's red z's will not be corrected unless they are submitted on the supplemental billing form with a valid reason for correction.

Providers will be required to refund any payments that they are not entitled to, including:

- Over payments
- Duplicate payments
- Payments made in error

### **TEXAS WORKFORCE COMMISSION RULES THAT APPLY**

The following Texas Workforce Commission Child Care Services rules apply to information in Chapter 9:

809.93 Provider Reimbursement

# Remember:

## Follow These Record Keeping Guidelines

- ✓ Attendance not captured on CCAA automated system must be submitted on Workforce Solutions South Plains Form 2455-S, Supplemental Billing Form
- ✓ Form 2455-S must be submitted only for children authorized by the Child Care Contractor and only for the period covered by the child's authorization
- ✓ Form 2455-S must be submitted after services are provided
- ✓ Billing deadlines are as follows:
  - ✎ Form 2455-S must be submitted by the 10<sup>th</sup> day of the month after child care was provided
- ✓ Records and documentation that have anything to do with billing or parent fee payments are kept on file while a child is in care and for 3 years and 90 days after the child leaves care

# Chapter 10

## Corrective or Adverse Actions with Providers

### Complying with the Provider Agreement

Providers must comply with all the terms of the Provider Agreement and follow procedures in the *Child Care Services Provider Manual*. The Child Care Contractor may take corrective or adverse action with providers who do not comply as required.

### Service Improvement Agreement (SIA)

Child Care Contractor staff will negotiate Service Improvement Agreements for providers if providers:

- Do not meet the terms of Provider Agreements
- Do not follow the procedures in the *Child Care Services Provider Manual*

Service Improvement Agreements will:

- State the problem
- Explain to providers what improvements must be made
- List alternative ways for the provider to work on improvements
- Explain what Child Care Contractor staff will do to help providers make the improvements
- Set time limits for making improvements
- List the results of not making the improvements

Child Care Contractor staff will discuss the SIA with providers and will help providers to correct the problems or make improvements. The provider and Child Care Contractor staff must sign the SIA. When renewing a Provider Agreement, the Child Care Contractor will consider the number of SIA's that have been written and the reason for them.

If a serious problem happens with a provider, the Child Care Contractor may take immediate action instead of writing a Service Improvement Agreement. This is done with *Board* approval.

Serious issues in which immediate action may be taken by the Child Care Contractor can be non-compliances with policy or failure to make needed improvements as defined by a SIA by providers. The consequences could include any of the following:

- Temporarily withholding payment
- Permanently withholding payment (only when fraud has been determined)
- Non-renewal of Child Care Provider Agreement
- Discontinuing referral of children to the provider
- Removing CCS-referred children from the provider
- Suspension of the Provider Agreement
- Termination of the Provider Agreement
- Recouping funds from the provider

When a Provider Agreement is ended because of corrective or adverse action, the provider cannot apply again for a period of up to six months. The length of time before reapplication can be made will depend on the reason for the termination.

At the time the Provider Agreement is ended the provider will be told when reapplication can be made.

## **Violation of Licensing Minimum Standards by Providers**

Violation of the Provider Agreement and the resulting actions taken by the Child Care Contractor are separate from violations of the *Texas Department of Family and Protective Services* licensing minimum standards. However, since the Provider Agreement requires providers to be in good standing with the *Texas Department of Family and Protective Services* licensing, the Child Care Contractor will take action with a provider if the *Texas Department of Family and Protective Services* licensing minimum standards are violated.

The Child Care Contractor will take action against providers if:

- *Texas Department of Family and Protective Services* Licensing Division takes corrective or adverse action against a provider
- Provider is in serious or continued noncompliance with licensing standards

If a provider violates licensing minimum standards, actions that can be taken by the Child Care Services Contractor include:

- Writing a Service Improvement Agreement for the provider that is based on the number of noncompliances the provider has with the *Texas Department of Family and Protective Services Child Care Licensing*
- Writing a Service Improvement Agreement for the provider that requires the provider to correct *Texas Department of Family and Protective Services* noncompliance's in the time given by the *Texas Department of Family and Protective Services*
- Stopping referrals of Child Care Contractor children to the provider
- Notifying parents of a serious complaint, noncompliance, or investigation
- Moving Child Care Contractor children out of the provider's care
- Withholding payment for child care services
- Suspending or terminating the Provider Agreement or denying renewal of the Provider Agreement

Child Care Contractor action that is taken depends on the type of the *Texas Department of Family and Protective Services* corrective or adverse action taken against the provider, how serious the continued noncompliance or complaints are, and how often they occur.

Providers who have *Texas Department of Family and Protective Services* adverse or corrective action taken against them must notify the Child Care Contractor within one workday. Providers must also notify the Child Care Contractor when a complaint is made to the *Texas Department of Family and Protective Services* against them

## **How *Texas Department of Family and Protective Services* Violations Affect Provider Agreements**

If the *Texas Department of Family and Protective Services* has either a corrective or adverse action pending against a child care provider at the time initial application to become a provider is made, a Provider Agreement will not be signed until the *Texas Department of Family and Protective Services* action has been cleared.

If the *Texas Department of Family and Protective Services* has any type of action pending against a provider at the time for annual renewal of the Provider Agreement, the decision whether to renew the Provider Agreement will depend on:

- Reason for the action
- Whether CCS-referred children are in care

The Child Care Contractor will consult with *Board/TWC* staff in making the decision about whether to renew an agreement under these circumstances.

## **Attendance Over Licensed Capacity**

Providers must always operate within the limits of their licensed or registered capacity. A provider who is found by the *Texas Department of Family and Protective Services* to be in noncompliance with this requirement must report it to the Child Care Contractor within one workday. If any Contractor or *Board* staff observes the noncompliance, either will document this noncompliance or report it to the *Texas Department of Family and Protective Services*. Providers will not be paid for all Child Care Contractor children on a day that more children are in attendance than the facility is licensed or registered to care for. The Child Care Contractor and *Board* will evaluate documentation of noncompliance before deciding to withhold payment.

## **Suspected Child Abuse or Neglect**

Everyone in Texas is required by law to report suspected child abuse or neglect. If the suspected abuse or neglect happens while the child is in care with a provider, the *Texas Department of Family and Protective Services Child Care Licensing* or a local or state law enforcement agency must be notified. Child Care Contractor staff will notify the *Texas Department of Family and Protective Services* if they receive a viable complaint against a provider.

If a provider suspects that abuse or neglect of a child is happening away from a facility, the individual who suspects the abuse or neglect must immediately report the

suspicion to the *Texas Department of Family and Protective Services Child Protective Services*.

## Reasons Provider Could Be Prosecuted

Providers may be prosecuted under applicable federal or state laws for:

- False claims for payment
- False statements
- False documents

### TEXAS WORKFORCE COMMISSION RULES THAT APPLY

The following Texas Workforce Commission Child Care Services rule applies to information in Chapter 12.

809.112 Suspected Fraud

# Remember

## The Child Care Contractor Must Be Notified Within One Working Day If...

- ✓ The *Texas Department of Family and Protective Services* places the facility on:
  -  Corrective action
  -  Adverse action
  -  Probation
  -  Suspension
  -  Notice to revoke license
  -  Revocation of license
- ✓ The *Texas Department of Family and Protective Services* finds the facility to be in noncompliance with licensing standards, including attendance over licensed capacity
- ✓ A complaint investigation is being conducted by the *Texas Department of Family and Protective Services*
- ✓ A charge of child abuse or neglect is filed against the provider

# Chapter 11

## Helping and Monitoring Child Care Providers

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### How the Child Care Contractor Assists Providers

The Child Care Contractor serves as a resource for providers and will provide assistance that fits the provider's situation and needs. Child Care Contractor staff will help providers understand and comply with requirements of the Provider Agreement and this Child Care Services Provider Manual. Providers who choose to become certified as Texas Rising Star Providers will receive help from a CCS Provider Services Specialist in that process.

Providers may ask for help with any program related problems. Provider Services Specialist staff may offer help to providers when problems are observed, and may also develop Service Improvement Agreements to encourage and help providers to correct problems.

When Child Care Contractors are also providers, the *Board* Program staff is responsible for provider agreements and providing technical assistance, resources, and program support.

### Monitoring Providers

The Child Care Contractor is required to monitor child care services provided by providers. Providers who currently have CCS children enrolled or who have in the past had CCS children enrolled will be monitored annually on:

- Compliance with the terms of the Provider Agreement
- Compliance with procedures outlined in the Child Care Services Provider Manual
- Compliance with inclusion plans and use of inclusion assistance, where applicable
- Compliance with Texas Rising Star Provider Criteria, if applicable

When Child Care Contractors are also providers, *Board* program staff will monitor for compliance with these items.

Providers must allow the *Board* or other state or federal authorities to conduct program and fiscal audits. This will be done during regular business hours.

## Visits to Providers

A Provider Services Specialist will contact providers within a month after the first child is referred. If a visit by a Child Care Contractor staff is necessary one will be scheduled. Otherwise visits will be made:

- At least one time during the year
- Numerous mentoring visits & an annual monitoring visit will occur if the provider is a Texas Rising Star Provider
- As needed to give technical assistance
- To follow up on Service Improvement Agreements
- To attend Parent Advisory Group meetings (Applicable to Texas Rising Star Providers only)

If a provider has a child with disabilities enrolled, a Provider Services Specialist will also visit:

- Every six months to monitor implementation of the child's Inclusion Plan and use of adaptive equipment
- Quarterly if the provider receives inclusion assistance

# Chapter 12

## Involving Parents

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**Parent Advisory Groups - Texas Rising Star Providers are required to have the following:**

- Parent Advisory Group
- Hold Parent Advisory Group meetings at least twice a year

The purposes of the Parent Advisory Group are for:

- Providers to share information with parents about provider programs or policies

- Parents to tell providers how programs and policies are affecting parents and children
- Parents to voice concerns
- Parents to offer suggestions and ideas for promoting quality child care

Providers who are required to have a Parent Advisory Group must:

- Develop written policies that define the membership and what will be done
- Give parents copies of the written Parent Advisory Group policies
- Explain to parents how they can participate in the Parent Advisory Group
- Give a copy of the policies to the Child Care Contractor

### **Parent Advisory Group Meetings**

Providers must:

- Schedule Parent Advisory Group meetings at times when parents can attend
- Notify parents at least 2 weeks before the meeting
- Tell the Child Care Contractor 2 weeks in advance when and where the meeting will be held
- Send the Child Care Contractor a copy of the parent sign-in sheet and minutes of each meeting

### **Parent Access to Provider Facilities**

Per federal law, parents must be allowed to visit the child care facility where their children receive care. Providers must allow parents to visit any time during the hours the facility is operating (Open Door Policy).

# **Chapter 13**

## **Asking Questions and Solving Problems**

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### **Questions About Policies**

When providers have questions about the Provider Agreement or about any of the rules or policies outlined in this Child Care Services Provider Manual, the provider

may contact the Child Care Contractor. The Child Care Contractor staff will contact *Board* staff for additional information if necessary.

## **Waivers**

There may be times that a provider may not be able to comply with a rule or procedure; if the provider can not meet the intent of the rule or procedure, the provider may ask the Child Care Contractor if a waiver is possible. A waiver could allow the provider to:

- Meet the requirement in a different way
- Have the procedure set aside because of extenuating circumstances

Providers should send written requests for waivers to the Child Care Contractor. The Child Care Contractor will forward waiver requests to the *Board* to see whether they can be approved. Child Care Contractor staff will notify providers whether waivers are approved.

## **Complaints by Parents Against Providers**

Providers may receive complaints from parents about provider care or policies. Most complaints can be resolved directly by providers and parents. If providers and parents cannot work out the problems and the complaints cannot be resolved, providers can refer parents to the Child Care Contractor. Parents may want to move children from a facility when they have problems with the provider.

## **Complaints by Parents Against Child Care Contractors, *Workforce Solutions South Plains Board* or *Texas Workforce Commission***

If parents complain to providers about Child Care Contractor staff, the Child Care Contractor system, the *Board*, or *TWC*, providers should refer parents to the Child Care Contractor for more information. Providers should also contact the Child Care Contractor to report the complaints.

## **Complaints by Providers Against Child Care Contractors, *Workforce Solutions South Plains Board* or *Texas Workforce Commission***

When providers have complaints against the Child Care Contractor staff, the Child Care Contractor system, the *Board*, or *TWC*, they should first try to solve the problem by talking directly with Child Care Contractor Division Director. If the problem cannot be solved, providers will be referred to the *Workforce Solutions South Plains Board*.

## **Appeal Process**

Providers have the right to appeal any decision within 15 days of the initial incident. Appeals should be sent to the Equal Opportunity Officer at the *Board*. The Board then has 15 working days to resolve the issue and notify the Provider.

*Workforce Solutions South Plains Board*

ATTN: Equal Opportunity Officer

1301 Broadway, Suite 201

Lubbock, Texas 79401

**TEXAS WORKFORCE COMMISSION RULES THAT APPLY**

The following rules apply to information in Chapter 13:

809.3 Waivers Request.

# Chapter 14

## Improving Quality of Care

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### Child Care Contractor Quality Improvement Projects

Providers have access to projects that help providers improve the quality of their programs. Texas Rising Star Provider Certification, Trainings, Resource Room, Scholarships, and Fun Resources on the Go (FROG) bus are some of the advantages of being a CCS provider. (dependent on available funding)

### Texas Rising Star Provider Program

The Texas Rising Star Provider program offers providers the opportunity to participate in a voluntary plan to improve the quality of child care by meeting program criteria that exceed the Minimum Standards for Child Care Licensing.

Texas Rising Star Provider Program Criteria cover:

- *Texas Department of Family and Protective Services* licensing compliance
- Caregiver staff qualifications
- Director qualifications
- Staff orientation
- Ongoing staff development

- Group size
- Activities
- Caregiver-child interaction
- Physical environment
- Health and safety
- Nutrition and meal time
- Parental involvement

## **How to Apply for Texas Rising Star Provider Assessment**

Providers who are interested in being certified as Texas Rising Star Providers may ask their Provider Services Specialist for the necessary materials and information. Provider Services mentors work closely with providers in the application, self-assessment, and formal assessment processes. Provider Services assessors conduct monitoring for providers who are in the Texas Rising Star Provider process.

The Board will mentor or assess providers that are operated by a Child Care Contractor.

## **Texas Rising Star Provider Levels of Certification**

Providers can work toward three levels of certification.

- Four-Star certification is the highest level of certification awarded. The provider with this certification represents the highest quality in the Texas Rising Star Provider system
- Three-Star certification represents a higher quality program that meets many of the quality standards in the Texas Rising Star Provider program
- Two-Star certification represents a high-quality program that meets some of the quality standards in the Texas Rising Star Provider program

Licensed facilities that are already accredited may become a Texas Rising Star Provider by completing the appropriate paperwork and don't have to go through the complete initial assessment process.

## **Resource Room**

The Child Care Contractor has a Resource Room available to *Child Care Services* providers to assist them in staff development, curriculum, and classroom environments. Providers may check out or utilize the following items:

- Curriculum boxes
- Training DVD's
- Die cut machine with over 500 choices
- Laminating machine
- Butcher paper
- Community resources board
- Various other items

All providers are eligible to receive a monthly allotment of free butcher paper and lamination.

### **Fun Resources on the Go (FROG) Bus**

Child Care Services visits all rural providers who are interested on a monthly basis. Providers are given a schedule for the when their visit will occur as well as the specific resources that will be available during their visit. The available resources on the bus are:

- Die cuts
- Training information & DVD's
- Parent information
- Curriculum boxes
- Ideas for age appropriate activities
- Butcher paper
- Other needs as requested

### **Trainings**

Child Care Services holds various trainings to assist providers in improving the quality of child care by:

Providing training for caregivers

Providing training for directors and supervisors

The Child Care Contractor develops a comprehensive training plan for the service delivery area. The Child Care Contractor shares all training plans with the *Board*.

The Child Care Contractor will:

- Assess training needs of child caregiver staff
- Assess child caregiver training resources
- Develop a training plan based on the needs and resources
- Notify CCS providers about training opportunities
- Collaborate with other agencies who provide trainings

### **Additional Training Requirements**

Providers must participate in an orientation provided by the Child Care Contractor on the procedures that are in this Child Care Services Provider Manual. This orientation does not count toward clock hours that the *Texas Department of Family and Protective Services* licensing minimum standards requires.

## **APPENDIX V**

### **How Revisions are Made to the Child Care Services Provider Manual**

The Child Care Services Provider Agreement requires that *Child Care Services* Providers comply with all applicable federal and state laws, regulations, *Texas Workforce Commission* rules, and procedures, which are subject to change. Providers will be advised when changes are made. For a provider to continue with or renew a Provider Agreement, the provider must agree to accept any changes that are made.

When the *Texas Workforce Commission* makes changes in policies or procedures that directly affect providers, a policy clarification or revision is relayed to all providers through their Child Care Contractor. This will show providers what changes have been made and what must be done to update provider manuals and implement the changes.

The Child Care Provider Manual will be revised regularly to include changes and new materials that have been developed since the last publication. Providers will receive either a new manual or new pages to insert in the existing manual.

# CHILD CARE SERVICES

## PROVIDER AGREEMENT ADDENDUM

- ▶ No provisions of this Provider Agreement, act of a Provider in the performance of this agreement, or act of *Workforce Solutions South Plains Board* in the performance of this agreement, shall be construed as making a Provider the agent, servant, or employee of *Workforce Solutions South Plains Board*.
- ▶ Employees of the child care Provider are not employees of *Workforce Solutions South Plains*:
  - 1) Employees are subject to exclusive control and supervision of the provider
  - 2) Provider is solely responsible for employee payrolls and claims arising there from

*I have read and understand the terms of the Child Care Services Provider Agreement addendum.*

---

**Signature**

---

**Title**

---

**Date**

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Workforce Solutions South Plains is an equal opportunity employer/programs. Auxiliary aids and services are available upon request to individuals with disabilities. Relay Texas: 711 (voice); 800-735-2989 (TDD); or Relay Texas Spanish 800-662-4954.

# ACCEPTANCE FORM

**I received and agree to follow all rules, policies, and procedures in the FY 2017 Child Care Provider Manual.**

\_\_\_\_\_  
**Name of Child Care Provider**

\_\_\_\_\_  
**Provider Address**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name of Authorized Representative**

\_\_\_\_\_  
**Title of Authorized Representative**

\_\_\_\_\_  
**Date Signed**

**Return This Acceptance Form To Your Child Care Contractor**

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## ACCEPTANCE FORM

I received and agree to follow all rules, policies, procedures and revisions ( ) in the FY 2017 Child Care Provider Manual outlined below:

Revisions to Pages: **Add applicable page numbers.**

\_\_\_\_\_  
Name of Child Care Provider

\_\_\_\_\_  
Provider Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date Signed

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