

**WORKFORCE SOLUTIONS  
EAST TEXAS  
CHILD CARE SERVICES  
LICENSED AND REGISTERED  
PROVIDER HANDBOOK  
October 2, 2023**

# WORKFORCE SOLUTIONS EAST TEXAS (WSET) CHILD CARE SERVICES (CCS) LICENSED AND REGISTERED PROVIDER HANDBOOK

Providers are responsible for understanding the enclosed information and will be held accountable for following the policies and procedures of the Handbook.

Please review the CCS Provider Handbook before signing and call your Provider Services Specialist at 903-526-1105 or 1-800-676-8283 with any questions. Or use the TTY/TDD via RELAY Texas service at 711 or (TDD) 1-800-735-2989/1-800-735-2988 (voice).

Complete your identifying and notification information below, then sign and date at the bottom.

<b>Provider Name</b> (as listed on your license)	
<b>License #</b>	
<b>Owner</b>	
<b>Director</b>	
<b>Email Address</b> (must match the email on file with CCR)	
<b>Fax #</b>	<b>Phone #</b>

PLEASE NOTE: A '♦' symbol immediately preceding the sentence number in the enclosed CCS Provider Handbook indicates a mandatory policy, procedure, or CONTRACT requirement by the Texas Workforce Commission, WSET, and the local CCS program.

Sentences without a '♦' symbol are HANDBOOK information and suggestions, which should be followed, but are not mandatory policies or procedures.

SEND only this completed page with the original signature back to CCS by:

- Mail
  - Child Care Services, P.O. Box 131869, Tyler, TX 75713
- By Emailing: [easttexas.ccs.customers@gmail.com](mailto:easttexas.ccs.customers@gmail.com)  
or
- Hand Deliver to Workforce Solutions Child Care Services
  - 4100 Troup Hwy. Tyler, TX 75703

KEEP a copy of this page and the enclosed CCS Provider Handbook for future reference.

Texas Workforce Commission (TWC) and CCS policies will supersede all Provider policies.

Your signature indicates that you understand, agree to, and will abide by all the terms in the enclosed CCS Provider Handbook.

X \_\_\_\_\_  
Signature of the Facility Owner

X \_\_\_\_\_  
Date

## **Welcome to Child Care Services (CCS)**

We are pleased you decided to serve the community by providing childcare for children whose parents qualified for CCS.

CCS assists low-income parents working or attending a job training or educational program by paying all, or part, of their child care expenses.

CCS determines eligibility for parents and administers and shall monitor this subsidy for eligible children.

CCS ensures attendance, and payments to, Providers of childcare for CCS-referred children.

The Provider Handbook explains the CCS program and the policies and procedures for child care Providers.

Please read the entire Provider Handbook carefully and contact your CCS Provider Services Specialist with any questions.

CCS holds an annual training on the Provider Handbook for all CCS Providers.

Current CCS Providers are required to attend training if it is determined it would be beneficial for them to review the CCS policies and procedures.

PLEASE NOTE: A ' ' symbol immediately preceding the sentence number in the enclosed CCS Provider Handbook indicates a mandatory policy or procedure CONTRACT requirement by the Texas Workforce Commission, WSET, and the local CCS program.

Sentences without a ' ' symbol are HANDBOOK information and suggestions, which should be followed, but are not mandatory policies or procedures.

**Thank You!**

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## SUMMARY OF THE CCS PROVIDER HANDBOOK

- Parent choice is honored in determining childcare to the extent required by the funding source.
- Parents should know and understand all your policies prior to enrollment.
- CCS only pays for children who have an authorized CCS referral.
- Do not accept a DFPS placement directly from a CPS worker.
- Full-day care is 6-12 hours per day, and part-day care is less than 6 hours per day.
- Providers may limit the number of CCS children by the total number, percentage, or age category.
- Providers must notify CCS if the parent/child voluntarily drops.
- Absences due to documented chronic illness, disability, or court-ordered visits are paid to Providers and do not count as absences to the child.
- Your facility must be available for CCS monitoring during your hours of operation.
- Report any changes regarding your facility to CCS immediately.
- CCS Providers are required to participate in the Texas Rising Star (TRS) program.
- Providers must collect the Parent Share of Cost (PSOC) prior to childcare being delivered.
- Your published rate is the amount you charge the general public, and you may not collect any registration, supply, or activity fees from CCS parents.
- Blended rates are paid for school-referred children during the school year.
- CCS pays absent days to licensed and regulated Providers but cannot pay them to relative Providers.
- Report Emergency Day closings to CCS by the close of business on the day of closure.
- Claims are processed weekly.
- Direct deposits are usually made weekly.
- Review CCS Payment Proofs for accuracy.
- Contact your Provider Account Representative with notifications or questions regarding payments.
- Providers are considered self-employed and must pay their federal and employee taxes.
- Providers and WSET must follow statutory regulations regarding civil rights, disabilities, discrimination, health and safety, etc.

## **I. GENERAL CCS INFORMATION**

*This section is a review of the authorization of CCS care for eligible children, and the rights and responsibilities of the child care Providers.*

### **A. What CCS Does**

1. CCS assists parents who are low income and working or attending a job training or educational program by paying all, or part, of their child care expenses.
2. CCS also takes referrals from Choices, SNAP, WIOA and DFPS (CPS) caseworkers.
3. CCS authorizes child care for eligible children at your facility.
- ◆ 4. Parent-choice is honored in determining childcare arrangements to the extent the funding source requires for the parent/child involved.

### **B. Your Provider Policies**

- ◆ 1. Providers must inform CCS parents of their policies and provide a copy to them if requested.
- ◆ 2. Provider policies should include information on the amount of different fees charged and when they are due.
3. CCS suggests all Providers have policies regarding excessive absences, non-payment of the CCS Parent Share of Cost, and non-payment of other fees allowed by CCS.

### **C. CCS Authorized Placements**

- ◆ 1. CCS will only pay Providers for children who have been placed by a CCS Intake Eligibility Specialist.
- ◆ 2. The Intake Eligibility Specialist will call to inform Providers of the date the care will start, the type of care, the days authorized, the amount of Parent Share of Cost, and an authorization code.
- ◆ 3. The Intake Eligibility Specialist will also provide a Form 2450 verifying the same information.
4. Review this form carefully and contact the Intake Eligibility Specialist if any of the information is not consistent with the information you were told during the placement conversation.
5. We suggest you keep a CCS Contact Log with information from CCS (see example on the last page).
6. A parent's statement that they have been approved for CCS is NOT a CCS placement.
7. Except for foster parents authorized by DFPS pursuant to 809.49, CCS is not allowed to pay for a child who attends a licensed center if the parent, the parent's spouse, or the child's stepparent, is the owner (or has ownership interest), director, or assistant director of that center.
- ◆ 8. Child Care subsidies will not be paid to a licensed, registered, or listed child care home where the parent also works during the hours his or her child is in care.
- ◆ 9. CCS will not pay Providers for moving children from one facility to another without CCS authorization and within policy compliance, even if you own the other facility.

### **D. DFPS (CPS) Placements**

1. DFPS will notify CCS of any placements for DFPS (CPS) child care. The Intake Eligibility Specialist will email the Provider Form 2054.
- ◆ 2. Do not accept a DFPS placement directly from a CPS worker

### **E. Hours of Care Per Day**

- ◆ 1. Types of care CCS may authorize, per TWC, include:
  - Full Day = from 6 hours up to 12 hours per day;
  - Part Day = less than 6 hours per day; or,

- Blended (School-Aged) = less than 6 hours on school days, and 6-12 hours when school is closed.
- ◆ 2. The CCS parent should be informed of the Provider's hours of operation when they choose your facility.
- ◆ 3. A parent authorized full day care may leave their child with Providers for up to 12 hours a day on as many days as authorized by CCS, during regular operating hours.
- 4. Providers are not required to provide care for a CCS child past their regular hours of operation.

#### **F. Limiting The Number of CCS Children**

- ◆ 1. Providers may limit the number of CCS children they serve either by the total number of CCS children, a percentage of their total capacity, or by the age groups they serve.
- ◆ 2. Providers may not deny a child care referral based on the parent's income status, receipt of public assistance, or the child's protective service status.
- ◆ 3. Providers may not limit CCS referrals only to those with a CCS-assigned Parent Share of Cost.

#### **G. Children's Absences**

- ◆ 1. If a child exceeds **40** unexplained absence days during their current 12-month eligibility period, care will be terminated.
- ◆ 2. Absent days are counted toward the 40-day limit including:
  - General absence days (staying home with a parent, vacation, etc.); and
  - Sick days (occasional)
- ◆ 3. Absences due to documented chronic illness, disability, or court-ordered visitation do not count toward the 40-day limit.
- ◆ 4. It is not necessary to report occasional absences to CCS.
- ◆ 5a. If a CCS parent informs you, they wish to drop voluntarily, Providers must notify CCS immediately.
  - b. You may notify your Provider Account Representative via email, CCS Portal, or facsimile; however, we prefer you to use the Child Care Services Provider Portal/Website.

#### **H. Court-Ordered Visits**

- ◆ 1. CCS must have the parent's court order on file so these days will not be counted as absences.

#### **I. Monitoring Visits**

- ◆ 1. Provider facilities must be accessible for CCS site visits during the time childcare is provided.
- ◆ 2. If your facility is not available, you will violate the CCS Provider Contract (Agreement) and may not continue to receive CCS funding.
- ◆ 3. Providers may be monitored for compliance with the terms of the CCS Provider Agreement / Handbook and may be required to sign a Service Improvement Agreement (SIA). If the terms of the Contract are not met, one or more of the following could occur:
  - Suspension, termination, or non-renewal of the CCS Provider Agreement;
  - Board Service Improvement Agreement or Board Corrective Action ;
  - Provider intake is closed;• Nonpayment, when applicable;
  - Recoupment of funds, when applicable; and
  - Investigation of fraud.
- ◆ 4. Providers must keep any CCS-related paperwork for 3 years and 90 days for review by CCS representatives, if necessary.

#### **J. Changes to Your Facility**

- ◆ 1. Notify your Provider Services Specialist if any of your facility information changes, such as: physical location, license number, facility name, owner, director, mailing address, telephone number, operating days and hours, age ranges and capacities, bank account, Provider holidays, and email address.

## **K. Quality Child Care Providers**

1. In 2021, the Texas legislature enacted legislation requiring all Providers in the Child Care Services program to participate in Texas Rising Star.

A Texas Rising Star (TRS) Provider is a child care provider that meets requirements exceeding the State's Minimum Licensing Standards for child care facilities.

Texas Rising Star is a quality rating improvement system aimed at increasing the quality of childcare across the state of Texas. There are three levels of quality certification (Two-Star, Three-Star and Four-Star). The Certification levels are linked to possible enhanced reimbursement rates for children receiving Child Care Services subsidies.

To begin the process, you will submit an interest form here: [texasrisingstar@etcog.org](mailto:texasrisingstar@etcog.org). After submitting the interest form, an assigned Mentor will make contact. The Mentor will assess your center and will provide the necessary training and guidance on the process of becoming a Texas Rising Star center.

More information about the TRS program is available by contacting the Child Development Specialist at (903) 218-6400.

## **L. Child Care Regulation (CCR) Compliance Requirements for Licensed and Registered Providers**

1. TWC Child Care Rule §809.91(c)(1)(2) states the following: (c) Except as provided by the criteria for Texas Rising Star Provider Certification or designation, a Board or the Board's child care contractor shall not place requirements on regulated Providers that: (1) Exceed Entry Level designation requirements or the state licensing requirements stipulated in Texas Human Resources Code, Chapter 42; or (2) Have the effect of monitoring the Provider for compliance with state licensing requirements stipulated in Texas Human Resources Code, Chapter 42.

2. The Child Care Contractor cannot monitor CCS Licensed or Registered Providers for compliance with Child Care Regulation (i.e., group size, child staff ratios, capacity, health and safety issues, etc.), and will not conduct orientation visits. This is the sole responsibility of the Texas Department of Family and Protective Services Licensing Department. However, when a Board or the Child Care Contractor staff, in the course of fulfilling their responsibilities, observes a violation or gains knowledge of any possible violation regarding licensing or other regulatory standards, the Board or Child Care Contractor must report the information to the appropriate regulatory agency immediately.

§809.94. Providers Placed on Corrective or Adverse Action by Child Care Regulation.

- (a) For a Provider placed on evaluation corrective action (probation status) by Child Care Regulation (CCR), Boards shall ensure:
  - (1) parents with children enrolled in Commission-funded child care are notified in writing of the Provider's probationary status no later than five business days after receiving notification from the Agency of Child Care Regulation's decision to place the Provider on probationary status; and
  - (2) no new referrals are made to the Provider while on probationary status.
- (b) A parent receiving notification of a Provider's probationary status with Child Care Regulation pursuant to subsections (a) of this section may transfer the child to another eligible Provider without being subject to the Board transfer policies described in §809.71 if the parent requests the transfer within 14 calendar days of receiving such notification.
- (c) For a Provider placed on probationary status by Child Care Regulation, Boards shall ensure the Provider is not reimbursed at the Boards' enhanced reimbursement rates described in §809.20 while on probationary status.
- (d) For a Provider against whom Child Care Regulation is taking adverse action, Boards shall ensure:
  - 1. parents with children enrolled in Commission-funded child care are notified no later than two business days after receiving notification from the Agency that CCR intends to take adverse action against the Provider;



2. children enrolled in Commission-funded child care with the Provider are transferred to another eligible Provider no later than five business days after receiving notification from the Agency that Child Care Regulation intends to take adverse action against the Provider; and,
3. no new referrals for Commission-funded child care are made to the Provider while Child Care Regulation is taking adverse action.

#### **M. Eligible Regulated Licensed or Registered Child Care Providers**

1. A child care Provider must meet the following criteria to be eligible to receive Child Care Services (CCS) funds for providing child care services:

- Have a current license from Child Care Regulations as a Licensed Child Care Center (LCCC), Licensed Child Care Home (LCCH) or a Registered Child Care Home (RCCH); or
- Be licensed as a youth camp by the Department of State Health Services (DSHS); or
- Be operated and monitored by the United States military services; and,
- Cannot be reimbursed for child care services if the Provider or a Provider staff member is debarred from any other State or Federal program (i.e., the Child Care Food Program).

#### **N. Child Care Services Provider Agreement**

**ETCOG is the administrative agent for Workforce Solutions East Texas. Your Child Care Services Provider Agreement is with ETCOG. As part of the Child Care Services Provider Agreement, you (the Provider) are required to follow the rules and guidelines concerning child care programs, including those of Workforce Solutions East Texas and the Texas Workforce Commission.**

1. The Child Care Services Provider Agreement, WDA Form No. 0207, is the agreement document completed and signed by all licensed/registered Providers interested in providing low-income subsidized child care for Child Care Services. The Child Care Services Provider Agreement does not address compliance with Texas Child Care Regulation (CCR) standards. Compliance with the requirements is not under the purview of the local Board or CCS. The form is simply a declaration of services the center or home provides, the CCS reimbursement terms and conditions, and Provider Certifications regarding attendance.

2. The Child Care Services Provider Agreement requests basic information regarding the Provider, i.e., name, mailing address, physical address, license number, telephone number, hours and days of operation, published rates, age groups accepted, director's name, etc. The Provider must submit a copy of their published rates and additional fees with the Statement. Additionally, the Provider receives this Provider Handbook, WDA Form No. 0207, explaining the Provider's rights and responsibilities, reimbursement information, attendance and absences procedures, appeals, fraud, etc. The Provider is required to sign and date the Child Care Services Provider Agreement. The Child Care Services Provider Agreement is considered valid after the licensed/registered Provider signs the document. The Child Care Services Provider Agreement must be revised if a change occurs in the Provider's circumstances (i.e., change in published rates, new Director or contact person, etc.) or the day-to-day operations of the center/home, or a change implemented by Texas Workforce Commission or Workforce Solutions East Texas Board (WSETB). The change(s) may require a new Child Care Services Provider Agreement to be completed and signed by the Provider.

Most changes in the way a facility operates may require a new Child Care Services Provider Agreement to be signed. The following changes must be reported to CCS immediately:

- Loss of CCR license, registration, or certification status;
- A change in the facility name, ownership, governing body, or corporate status;
- A change in the contact person or director;
- A change in address or temporary location;
- A change in facility rates or fees;
- A change in hours of operation and holiday schedule;
- A change in the ages of children served;

- A change in transportation policies;
- Any change in facility license or registration caused by conditions placed on it by the CCR Division, or any condition affecting the status of facilities regulated by the Texas Department of Health (TDH), the United States Military Service, or an “alternatively accrediting” entity;
- A new finding of a Provider debarred from another State or Federal Program;
- Changes in policies and guidelines by TWC, WSETB, and CCS; and/or
- Other changes in the day-to-day operations of the center/home.

#### **O. Provider Enrollment Documents**

1. Licensed or Registered Child Care Centers and Homes must submit the following documents/verification when completing enrollment for reimbursement by the Child Care Contractor:

- Signed Child Care Services Provider Agreement, including - Certifications, WDA Form No. 0207; Copy of Texas Department of Family and Protective Services (DFPS) Child License; or License from Texas Department of State Health Services (as a youth day camp); or License from US Military Services (operated and monitored by US Military Services);
- Copy of Provider’s Published Rates and Additional Fees;
- Copy of signed Social Security card; or Proof of EIN and name recognized by the Internal Revenue Service (IRS);
- Verification form from the Social Security Administration;
- Completed and signed W-9, Request for Taxpayer Identification Number and Certification (please refer to Forms Section); and,
- Authorization Agreement for Direct Deposits (ACH Credits) (refer to Forms Section) with a copy of a canceled check; or savings account deposit slip.

Providers cannot be reimbursed for child care until all documents are completed, signed and returned to the Child Care Contractor.

#### **P. Complaints to Child Care Services**

- ◆ 1. Providers have the right to file a complaint with CCS without fear of retaliation.
- ◆ 2. The complaint shall:
  - Be in writing and filed within 180 days of the alleged violation,
  - Include the party’s name and current mailing address, and
  - Include a brief statement of the alleged violation identifying the facts on which the complaint is based.

#### **Q. Termination of the CCS Provider Contract**

- ◆ 1. The Child Care Services Provider Agreement may be terminated by either party by giving 30 days written notice to the other party.
- ◆ 2. CCS may terminate this contract when it has been determined a Provider has substantially violated a specific provision of law or regulation related to child care or the contract, appropriate corrective action has not been taken on your part in a timely manner, or you fail to perform your obligations under this contract.
- ◆ 3. A Provider will cease to incur costs upon the termination of the contract and CCS or the WSET Board will not be liable to the Provider for costs incurred after the termination of the contract.
- ◆ 4. If Providers have participated in quality programs with WSET, all quality equipment and materials must be returned to WSET prior to the last effective day of the terminated contract, unless WSET decides the equipment and materials may remain with your facility.

## **II. CHILD CARE ATTENDANCE**

### **A. How To Report Attendance**

◆ 1. Parents will use the designated TWC Automated Attendance System, AKA KinderSign, KinderSmart to report attendance. The Provider must review the information in the TWC Automated Attendance System, AKA KinderConnect at least every five days. This does not include absences due to court-ordered visitation or a Provider's emergency closure.

Below are the Provider's security requirements for the TWC Automated Attendance System:

- Neither the Provider nor its owner, nor its employees will possess, accept, have on-premises, or otherwise have access to a parent's or parent's designee's credential, login information, or PIN, or perform the attendance or absence reporting function on behalf of a parent or designee;
- The Provider owner, director, or assistant director shall not be designated as the parent's designee with a child enrolled at the facility; and,
- The Provider will report misuse of attendance information and/or PINs to Workforce Solutions East Texas immediately.

### **B. Provider Fraud**

◆ 1. It is considered fraud if you know child care services were not provided as claimed or if the information provided is false or fraudulent.

◆ 2. It is considered fraud if you fail to inform CCS a child has permanently stopped attending your facility.

◆ 3. Workforce Solutions East Texas/CCS may take the following corrective and/or adverse actions pursuant to Commission policy if the Texas Workforce Commission (please see Chapter 809.111) finds a Provider has committed fraud:

- Temporary withholding of payments to the Provider for child care services delivered,
- Non-payment of child care services delivered,
- Recoupment of funds from the Provider,
- Not authorizing referrals to the Provider's facility or location,
- Moving children to another Provider selected by the parent,
- Prohibiting future eligibility to provide Commission-funded child care services, or
- Any other action, consistent with the intent of the governing statutes or regulations, to investigate, prevent, or stop suspected fraud.

### **III. CCS PAYMENT INFORMATION**

*This section explains the financial side of CCS, how claims are processed, and when to expect your CCS payment.*

#### **A. Parent Share of Cost**

- ◆ 1. Many CCS parents are assigned a Parent Share of Cost (PSOC), which is based on the parent's monthly gross income and family size.
- ◆ 2. Providers are told this monthly amount when CCS children are placed, and it is listed on the ET Form 2450, sent to you by the CCS Intake Eligibility Specialist.
- ◆ 3. The CCS parent is responsible for paying their PSOC directly to Providers because the PSOC is deducted from CCS Provider payments.
- ◆ 4. The PSOC must be collected on a regular schedule **before** child care services are provided.
- ◆ 5. CCS cannot reimburse Providers for PSOC amounts not paid by the parent, so it is recommended Providers have PSOC collection policies in place and enforce these policies.
- ◆ 6. CCS will end eligibility for a CCS parent who fails to pay their PSOC.
- ◆ 7. Providers must also collect any other child care subsidy received by the parent, and this amount will also be deducted from your CCS payment (these are rare, and CCS will inform you if there is one).
- ◆ 8. Providers are to notify CCS by the 4<sup>th</sup> business day of the month, of any parent who has failed to pay the PSOC.

#### **B. Providers Published Rates and Registration, Supply, and Activity Fees**

- ◆ 1. Providers must submit published rates (rates you would charge the general public) to CCS when you are a new CCS Provider if CCS requests them, or when Providers change rates.
- ◆ 2. Along with published rates, Providers also must submit any registration, supply, and activity fees they would charge the general public.
- ◆ 3. These will be pro-rated on the Child Care Services Provider Agreement (WDA Form 0207), which you will be sent so you will know what we have published your daily rate to be.
- ◆ 4. Providers must not charge any registration, supply, or activity fees that were listed with Provider published rates to any CCS parent.
- ◆ 5. Providers may charge other fees such as late fees and optional field trip fees to CCS parents, which are solely the responsibility of the parent if the fees are charged to non-CCS parents.
- ◆ 6. Providers may not charge fees to a CCS-referred parent not charged to a private-pay parent.
- ◆ 7. Providers may not require the parent, CCS, or any other party to pay fees for failing to give notice when they are involuntarily terminated from the CCS program by DFPS, Choices, or WIOA.
- ◆ 8. CCS is not subject to any penalty or fee imposed on parents who voluntarily move or withdraw their child from your facility without notice, as this is solely the responsibility of the parent.

#### **C. CCS Maximum Daily Rates**

- ◆ 1. WSET Maximum Daily Rates: CCS will reimburse WSET-CCS Maximum Daily Rate or your CCS Published Daily Rate, whichever is less (see WSET-CCS Maximum Daily Rates chart on page 5 of this document).
- ◆ 2. WSET Texas Rising Star Rates: If a Provider meets Texas Rising Star program criteria, CCS will reimburse an enhancement rate of 5%, 7%, or 9% (depending on star level) above the WSET-CCS Maximum Daily Rate, or will pay your CCS Published Daily Rate, whichever is less.

- ◆ 3. WSET Texas School Ready Rates: If a Provider meets Texas School Ready program criteria, CCS will reimburse an enhancement rate of 5% above the WSET-CCS Maximum Daily Rate, or your CCS Published Daily Rate, whichever is less, for Preschool age only.
- ◆ 4. WSET Inclusion Assistance Rates: If the Provider is authorized by CCS to receive the Inclusion Assistance Rate to care for a special needs child, CCS will reimburse up to 190% of the WSET-CCS Maximum Rate or the CCS Published Daily Rate, whichever is less. The Inclusion Assistance Rate is an additional reimbursement for individual children with disabilities for which CCS authorizes special assistance and must be requested by the parent of the child (contact CCS at 903-526-1105).

The Americans with Disabilities Act (ADA) of 1990, as amended, requires public accommodations, including child care centers, group child care homes, and registered child care homes, to ensure access for all individuals regardless of disabilities. All child care Providers must comply with this law by accepting children with disabilities in their facility, and by making it possible for parents with children with disabilities to access child care facilities. "Inclusive Child Care" ensures children under the age of 19 with disabilities have access to child care in settings that include typically developing siblings and peers. Inclusive practices encompass programs, materials, curriculum, equipment, schedules, environments, family involvement, and program evaluation that ensure each child's capabilities and needs are met. An inclusive child care program helps children understand and accept differences among individuals. It encourages respect for all people while fostering a caring and understanding society. Inclusive child care prepares children to live in an integrated, supportive community.

## **DEFINITION OF CHILDREN WITH DISABILITIES**

A child who has a physical or mental impairment substantially limits one or more major life activities has a record of such an impairment or is regarded as having such an impairment. Major life activities include, but are not limited to, caring for oneself, performing manual tasks, walking, hearing, seeing, speaking, or breathing, learning, and working.

- ◆ 5. WSET Blended Rates: If a child attends school and needs part-day care for school days and full-day care on school holidays, CCS will reimburse the Provider a blended rate that combines the part-day and full-day rates of either the WSET-CCS Maximum Daily Rate or your CCS Published Daily Rate, whichever is less (see Blended Rate section for calculation).
- ◆ 6. CCS pays the CCS Maximum Daily Rate or the CCS Published Daily Rate, whichever is less.
- ◆ 7. Providers may not refuse a CCS referral because the parent does not have a Parent Share of Cost.
- ◆ 8. Refer to your Published Daily Rate form and the CCS Maximum Daily Rate Chart.
- ◆ 9. Providers may not charge a CCS-referred parent a higher rate than you charge private-pay parents.
- ◆ 10. TRS Providers have higher rates than regular child care Providers (see WSET-CCS Maximum Daily Rates chart on page 5 of this document).

## **D. Blended Rates**

- ◆ 1. Children who attend school usually have a Blended referral, which means they attend your facility for less than 6 hours (part day) when school is in session and between 6 and 12 hours (full day) when school is closed, and you are paid a Blended Rate for this type of referral.
- ◆ 2. This Blended Rate is published by adding the part-day rate for 175 days and the full-day rate for 30 days, and then dividing by the 205 days in a normal school year (see #3 for an example).
- ◆ 3. Blended Rate Calculation Example using current CCS Maximum Daily Rates for a school-aged child:  

$$(\$14.74 \times 175 = \$2,579.50) + (\$20.19 \times 30 = \$605.70) = \$3185.20 / 205 = \$15.54 \text{ Blended Daily Rate}$$

## **E. Absent Day Payments**

- ◆ 1. CCS pays Licensed and Regulated Providers for absent days falling on a child's authorized days of care.
- ◆ 2. CCS is not allowed to pay Relative Providers for days children are absent from care.

## **F. Provider Holidays**

◆ 1. PAID HOLIDAYS and PROFESSIONAL DEVELOPMENT DAYS. The Provider will be paid by the Contractor for each child currently referred to the Provider for up to \_9\_ holidays or pre-planned closures during each calendar year. Any changes to paid holidays or pre-planned closures must be made in writing by the Provider to the Contractor before the holiday is paid. If a scheduled holiday falls on Saturday, the Provider will be paid for Friday; if the scheduled holiday falls on Sunday, the Provider will be paid for Monday. To keep parents from being penalized against their annual limit as described below, Providers must report all unpaid holidays and unscheduled closures. Closures outside of these identified dates will not be paid.

CCS will pay the Provider for 9 holidays, each calendar year. The holidays are:

New Year's Day	Fourth of July	Day after Thanksgiving
MLK Birthday	Labor Day	Christmas Eve
Memorial Day	Thanksgiving Day	Christmas Day

## **G. Emergency Days**

◆ 1. The Provider will be reimbursed by the Contractor when the facility is closed due to emergencies, such as weather, fire, electrical, or gas outage for up to five (5) business days per calendar year. The Provider must notify the Contractor according to the terms in the CCS Provider Agreement when the facility is closed before payment can be authorized for an emergency closing.

CCS will pay for the first day of closure due to inclement weather or an extreme emergency. CCS reimburses the child care Provider for each CCS child currently enrolled in the center when the center or home is closed due to inclement weather (i.e., ice, snow, etc.) and the local independent school district is also closed for the same day; or, in cases of extreme emergencies (i.e., fire, electrical or gas outage, water damage, etc.), for the first day of closure only. The Contractor (CCS) must be notified (by phone, text, fax, or e-mail) when the facility is closed by the end of the same day, or the payment cannot be authorized.

## **H. Claim Processing and Payment**

◆ 1. CCS pays Providers every week. Child Care Services (CCS) reimburses the child care Provider after services are rendered. The Provider must complete and have on file with CCS a signed Child Care Services Provider Agreement including Provider Certifications (WDA Form 0207), a current copy of the Provider's Texas Child Care Regulation license or registration, a W-9 Request for Taxpayer Identification Number, and Certification, a signed Authorization Agreement for Direct Deposits (ACH Credits) with a voided check (reimbursements must be deposited in the Provider's checking or savings account), and a signed copy of his/her Social Security card, or proof of EIN and name recognized by the Internal Revenue Service (IRS) or verification form from the Social Security Administration to be reimbursed for child care. All persons allowed to sign billing or other documents must be listed on the Child Care Services Provider Agreement (WDA Form 0207). Each Provider is responsible for keeping all required information up to date by submitting all changes in writing to CCS.

◆ 2. Improper payments--Any payment of CCDF grant funds that should not have been made or was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements governing the administration of CCDF grant funds. This includes payments: to an ineligible recipient; for an ineligible service; for any duplicate payment; and services not received. If CCS accidentally overpays you, we will seek to recover the amount of the overpayment and you are required to pay back the funds.

◆ 3. CCS is not allowed to pay Providers for CCS children if found to be debarred from any other state or federal program.

◆ 4. Providers will not be paid for any day that the following circumstances occur:

- Instances involving fraud,
- Instances when you were paid for childcare from another source,
- Instances when Providers exceeded the licensed or registered capacity, or
- Instances when referred children were moved from one facility to another without authorization from CCS since authorization is for the facility listed on the contract and does not entitle Providers to move a child to another location even if you own the other location.

Texas Workforce Commission (TWC) requires Local Workforce Solutions Boards to reimburse Providers (both licensed or registered and relative Providers) by utilizing an Electronic Funds Transfer (EFT) payment system. Providers must complete the Authorization Agreement for Direct Deposit (ACH Credits) and attach a copy of a canceled check or savings account deposit slip. After the Provider submits his/her billing, payment is deposited directly into the Provider's bank checking (or savings) account.

### **I. Payment Proof**

- ◆ 1. A copy of your payment proof is available at <http://payportal.easttexasworkforce-childcare.org> and is typically available by Thursday of each week.
- 2. Any corrections or adjustments to payments should be sent to your Provider Account Representative or submitted via the CCS Provider Portal/Website.
- 3. Contact your **Provider Account Representative** if you notice an error in units, rates, parent fee, or a child's age category on your CCS Payment Proof.
- 4. Please review your payment proof immediately.

### **J. Contact Your Provider Account Representative**

- ◆ 1. Contact your Provider Account Representative if you need:
  - assistance with understanding financial policies and procedures,
  - to report non-payment of the PSOC, or
  - to report a parent is leaving your care permanently.
- ◆ 2. Be sure you have someone who can take your place and notify CCS, if necessary when you are not at the facility.

### **K. Income and Employee Taxes**

- ◆ 1. The IRS-Internal Revenue Service and TWC-Texas Workforce Commission consider you to be self-employed, so no taxes will be deducted from your payments.
- ◆ 2. Providers are not employees of TWC-Texas Workforce Commission, WSET-Workforce Solutions of East Texas, or CCS-Child Care Services.
- ◆ 3. Providers must complete Form W-9 when new to CCS and submit a new one if they make a change to their IRS filing status.
- ◆ 4. Form 1099 will be mailed to you on or before January 31<sup>st</sup> of each year.
- ◆ 5. The IRS and TWC occasionally send Freezes and/or Levies to CCS and we must comply with their requests.
- ◆ 6. CCS may be required to send your entire payment to them if Providers do not properly pay the employee and/or unemployment taxes.

### **Public Health Emergency Concern Absences and Parent Share of Cost**

Children may be absent from child care due to Public Health Concerns declared by the Public Health Emergency of International Concern by the World Health Organization or Texas Health and Human Services Commission (HHSC) Child Care Regulation (CCR).

Current TWC and Board policy requires parents to ensure children meet attendance standards for child care services based on the child's authorization for enrollment. During a public or locally declared Public Health Emergency, Providers must follow guidance specifically provided as a result of the declared illness or related public health measures (e.g., Coronavirus, etc.).

### **L. Statutory Requirements**

- ◆ 1. You agree, as a child care provider for CCS, that you will comply with:
  - Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
  - Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112),

- The Americans with Disabilities Act of 1990 (Public Law 101-336),
- The Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV),
- The Pro-Children Act (Dec 2015) Title X, Part C of Public Law 103-227 also known as the “Pro-Children Act of 1994,” (20 U.S.C. § 7183), states smoking may not be permitted within any indoor facility (or portion of a such facility) owned or regularly used for the provision of health, day care, education or library services to children under the age of 18 if the services are funded by Federal programs whether directly or through State or local governments or child care or early childhood development services to children. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day, administrative compliance, or both.
- Immigration Reform and Control Act of 1986, and
- All amendments to each, all requirements imposed by the regulations issued pursuant to these acts, the Texas Administrative Code, and local policies and procedures.

♦ 2. We assure you, as Workforce Solutions East Texas and its contracted agencies, we will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA):

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.

- Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination based on age; and
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination based on sex in educational programs; and,
- All other regulations implementing the laws listed above.

## **SUSPECTED CHILD ABUSE AND NEGLECT**

Everyone in Texas is required by law to report suspected child abuse and/or neglect. If a Provider suspects abuse or neglect of a child is occurring away from the facility, the individual who suspects the abuse or neglect must immediately report the suspicion to the Texas Department of Family and Protective Services (DFPS) Child Protective Services (CPS).

The Texas Abuse Hotline Number is 1-800-252-5400. A report can also be made online at [www.txabusehotline.org](http://www.txabusehotline.org).



## Reference Information

### ADDRESSES, PHONE NUMBERS, AND RESOURCES

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#### Child Care Services (CCS)

Mailing Address

P.O. Box 131869

Tyler, TX 75713

Physical Address

4100 Troup Highway

Tyler, TX 75703

Office Number: (903) 526-1105 or 1-800-676-8283

TTY/TDD via RELAY Texas service at 711 or (TDD) 1-800-735-2989/1-800-735-2988 (voice)

Fax Number: 888-977-1693

Email: [easttexas.ccs.customers@gmail.com](mailto:easttexas.ccs.customers@gmail.com)

Website: [www.easttexasworkforce.org](http://www.easttexasworkforce.org)

Provider Payment Portal: <http://payportal.easttexasworkforce-childcare.org>

Customer CCS Web Portal: <http://childcare.easttexasworkforce.org>

### CHILD CARE SERVICES PROVIDER FORMS

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- Form E- 2450 Authorization for Child Care Enrollment
- CCS Contact Log
- WDA Form No. 0207, Child Care Services Provider Agreement
- CCS Provider Reporting Form
- CCS Notification of Non-Payment of Parent Share of Cost
- CCS Notification of Payment of Parent Share of Cost – Request to Reinstate Care to Provider
- CCS Reimbursement Payment Calendar
- CCS Parent Fee and Non-Payment Form Calendar

# Forms



## Authorization for Child Care Enrollment

☐ Provide
 ☐ Discontinue
 ☐ Update

☐ Licensed
 ☐ Registered/Licensed Home

Childcare, according to the terms of our agreement, to the children listed below:

Family Name:			TWIST ID:				Telephone No:			
Address:										
Child's Full Name	Date of Birth	Days of the Week	Care Authorized Referral Type*				Transportation Authorized		Referral	
			Variable	Full	Part	Blended	Yes	No	Start Date	End Date

\***Referral Type:** Full Day – Six to twelve hours of care authorized; Part Day – Less than six hours of care authorized; Blended – Before and after school care, holidays and summer care authorized.

Parent Share of Cost:

Month:

Amount \$:

Notes:

**ATTENTION PROVIDER:** Please note CCS will not be responsible for the cost of child care after the end date listed above. The provider will be contacted and issued a new 2450 if care ends before or continues beyond the end date above.

*This document contains vital information about requirements, rights, determinations, and/or responsibilities for accessing workforce system services. Language services, including the interpretation/translation of this document, are available free of charge upon request.*

*Este documento contiene información importante sobre los requisitos, los derechos, las determinaciones y las responsabilidades del acceso a los servicios del sistema de la fuerza laboral. Hay disponibles servicios de idioma, incluida la interpretación y la traducción de documentos, sin ningún costo y a solicitud.*

## CCS CONTACT LOG

**Use this form when CCS Eligibility calls to place or end care for a child OR when you contact CCS because a child has stopped attending.**

[illegible]

*This document contains vital information about requirements, rights, determinations, and/or responsibilities for accessing workforce system services. Language services, including the interpretation/translation of this document, are available free of charge upon request.*

*Este documento contiene información importante sobre los requisitos, los derechos, las determinaciones y las responsabilidades del acceso a los servicios del sistema de la fuerza laboral. Hay disponibles servicios de idioma, incluida la interpretación y la traducción de documentos, sin ningún costo y a solicitud.*

## Child Care Services Provider Agreement

☐ Texas Rising Star Lvl ☐ ☐ Texas School Ready ☐ Inclusion

Child Care Regulation Licensing No:				EIN/Social Security No:		
Name of Facility:						
Type of Facility:	<input type="checkbox"/> Licensed Center / Camp		<input type="checkbox"/> Licensed Home		<input type="checkbox"/> Registered Home	
Address of Facility (Street, City, State, Zip):						
Facility Phone Number:				Facility Email:		
Mailing/Billing Address (Street, City, State, Zip):						
Director's Name:				Director's Email:		
Director's Phone Number:						
Facility Owner's Name:				Facility Owner's Email:		
Facility Owner's Phone Number:						
Workforce Solutions East Texas Child Care Contractor Rate*				Provider's Published Rate**		
Ages Served	Full-Day (6-12 hours)	Part-Day (0-6 hours)	Blended	Full-Day (6-12 hours)	Part-Day (0-6 hours)	Blended
Infant (0 – 17 months)						
Toddler (18 – 35 months)						
Preschooler (3 – 5 years)						
School-ager (6 – 12 years)						

### ACKNOWLEDGEMENTS

This Agreement is between the Owner/Facility listed above (referred to as "Provider" herein) and the East Texas Council of Governments ("ETCOG"). Any reference to "Workforce Solutions East Texas" ("WSET") herein refers to ETCOG in its capacity as the administrative entity for WSET. All information provided by the provider must be verifiable using the Texas Department of Family & Protective Services (DFPS) website. \*Workforce Solutions East Texas Child Contractor Rate is the rate the Provider will be paid, except as noted below under Transportation Rates and/or Inclusion Assistance Rates. \*\*The Provider's Published Rate is the provider's published rate plus any application/membership fee(s) and/or activity fee(s) pro-rated to a daily rate. The provider will be paid the lower of this rate or Workforce Solutions' Child Care Contractor maximum rate.

What days of the week are you open? Mon ☐ Tue ☐ Wed ☐ Thur ☐ Fri ☐ Sat ☐ Sun ☐

What are your operating hours? \_\_\_\_\_ For-Profit Provider ☐ Non-Profit Provider ☐

The Child Care Services (CCS) Contractor for Workforce Solutions East Texas, herein referred to as the Contractor, and the CCS Provider (center/home), herein referred to as Provider, agree to abide by the following terms:

#### Provider Eligibility

1. GENERAL ELIGIBILITY. The Provider must meet eligibility requirements, as outlined in Texas Administrative Code (TAC) Chapter 809 Child Care Services rule §809.91.
2. The Provider must submit required documentation to the Contractor and have an executed Child Care Services Provider Agreement (Agreement) prior to receiving referred children. The Contractor will only pay the Provider for

WDA Form No. 0207 CCS Provider Agreement (Rev. 09/26/2022)

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child care services delivered on or after the Agreement's effective date.

3. **TEXAS RISING STAR ENTRY LEVEL.** If the Provider is designated as entry-level in the Texas Rising Star program, they must attain at least a 2-star Texas Rising Star certification within 24 months of signing this contract unless granted a waiver pursuant to §809.131.

#### Payments

4. This Agreement authorizes the placement of and payment for referred CCS children only in the facility at the location identified in this Agreement.
  - The Provider may not transfer the Agreement to any other entity, facility, or location.
  - The Provider may not move referred CCS children to another facility without authorization from the Contractor.
5. The Provider accepts as payment in full the approved rate(s) for care and transportation as listed in Provider Rate Agreement, for authorized enrollment days, reduced by the assessed parent fee amount and any previous overpayment(s).
6. Payment will not be rendered for a child, in which the parent(s) or guardian(s) is the director, assistant director, or has ownership interest.
7. **PAID HOLIDAYS/PROFESSIONAL DEVELOPMENT DAYS.** The Provider will be paid by the Contractor for each child currently referred with the Provider for up to 9 holidays/pre-planned closures during each calendar year. Any changes to paid holidays/pre-planned closures must be made in writing by the Provider to the Contractor prior to the holiday to be paid. If a scheduled holiday falls on Saturday, the provider will be paid for Friday; if the scheduled holiday falls on Sunday, the provider will be paid for Monday. The exception would be Christmas Eve, if Christmas Eve is on Sunday, the ETCOG will determine an alternative day for the Provider to be paid for Christmas Eve. To keep parents from being penalized against their annual limit, providers must report all unpaid holidays and any unscheduled closures. Closures outside of these identified dates will not be paid.

New Year's Day  
MLK Birthday  
Memorial Day

Fourth of July  
Labor Day  
Thanksgiving Day

Day after Thanksgiving  
Christmas Eve  
Christmas Day

8. **EMERGENCY CLOSURES.** The Provider will be reimbursed by the Contractor when the facility is closed due to emergencies, such as weather, fire, electrical, or gas outage for up to five (5) business days per calendar year. The Provider must notify the Contractor that the facility is closed before payment can be authorized for an emergency closing.

CCS will pay for the first day of closure due to inclement weather or extreme emergency. Workforce Solutions East Texas reimburses the child care provider for each CCS child currently enrolled in the center when the center/home is closed due to inclement weather (i.e. ice/snow, etc.) and the local independent school district is also closed for that day; or, in cases of extreme emergency (i.e. fire, electrical or gas outage, water damage, etc.) for the first day of closure only. CCS must be notified (by phone, fax, or e-mail) when the facility is closed by the end of the same day, or the payment cannot be authorized.

#### REIMBURSEMENT FOR CHILD CARE

9. Workforce Solutions East Texas Child Care Contractor will pay the provider according to the executed provider rate schedule, within the dates a parent is eligible to receive assistance, and according to the following requirements:
  - The Workforce Solutions East Texas Child Care Contractor will pay a provider for attendance reported, except in cases where fraud has been determined.
  - The Workforce Solutions East Texas Child Care Contractor will pay the first day of closure due to inclement weather or extreme emergency. Workforce Solutions East Texas reimburses the child care provider for each CCS child currently enrolled when the center/home is closed due to inclement weather (i.e., ice/snow, etc.) and the local independent school district is also closed for that day; or in cases of extreme emergency (i.e., fire, electrical or gas outage, water damage, etc.) for the first day of closure only. CCS must be notified (by child care portal, phone, fax, e-mail, etc.) the facility is closed by the end of the day or payment cannot be authorized.
10. Workforce Solutions East Texas Child Care Contractor will terminate services to a parent whose child:
  - Exceeds the allowed 40-day annual limit for absences and non-reported presence during the 12-month eligibility period.



- Workforce Solutions East Texas Child Care Contractor will terminate services to a parent: who does not pay their Parent Share of Cost. It is the responsibility of the provider to report non-payment of Parent Share of Cost by the 4th business day of the month.

### REIMBURSEMENT RATES

11. All providers will be reimbursed for services rendered at the provider's published rate up to the maximum reimbursement rate established by Workforce Solutions East Texas. Providers will not be reimbursed at a rate higher than their published rate for the age of the child receiving child care services. The provider will be reimbursed a blended rate for school-age children during the normal school year including school holidays and teacher in-service days. The provider will be reimbursed for school-age children according to the referral during the summer months. The provider may also receive a child-specific inclusion assistance rate if authorized by Workforce Solutions East Texas Child Care Contractor (see Provider Handbook). A provider may also receive inclusion assistance rates up to 190% of the regular reimbursement rate for a child with disabilities if requested by the parent, assessment/evaluation is completed, and the rate is approved and authorized by CCS and is subject to the established maximum rates. The parent's share of cost (referred to as a "Parent Fee") will be deducted from the provider's reimbursement. It is the provider's responsibility to collect the parent's share of cost.

Age of children served	Licensed Centers			Licensed Child Care Homes			Registered Child Care Homes		
	Full Day	Part-Day	Blended	Full Day	Part-Day	Blended	Full Day	Part-Day	Blended
Infant (0-17 months)	\$ 28.60	\$ 26.00		\$ 26.00	\$ 24.60		\$ 25.00	\$ 23.60	
TRS 2 Star - Enhanced Rate 5%	\$ 30.03	\$ 27.30		\$ 27.30	\$ 25.83		\$ 26.25	\$ 24.78	
TRS 3 Star - Enhanced Rate 7%	\$ 30.61	\$ 27.82		\$ 27.82	\$ 26.35		\$ 26.78	\$ 25.28	
TRS 4 Star - Enhanced Rate 9%	\$ 33.40	\$ 30.40		\$ 30.20	\$ 27.80		\$ 29.20	\$ 26.20	
Toddler (18-35 months)	\$ 27.00	\$ 24.80		\$ 25.20	\$ 24.00		\$ 24.00	\$ 22.60	
TRS 2 Star - Enhanced Rate 5%	\$ 28.35	\$ 26.04		\$ 26.46	\$ 25.20		\$ 25.20	\$ 23.73	
TRS 3 Star - Enhanced Rate 7%	\$ 28.89	\$ 26.54		\$ 26.97	\$ 25.68		\$ 25.71	\$ 24.21	
TRS 4 Star - Enhanced Rate 9%	\$ 30.20	\$ 27.40		\$ 27.80	\$ 26.16		\$ 26.80	\$ 24.70	
Preschooler (3-5 years)	\$ 26.00	\$ 22.40	\$ 22.93	\$ 24.60	\$ 22.60	\$ 22.89	\$ 23.00	\$ 20.40	\$ 20.78
TSR Enhanced Rate 5%	\$ 27.30	\$ 23.52	\$ 24.07	\$ 25.83	\$ 23.73	\$ 24.04	\$ 24.15	\$ 21.42	\$ 21.82
TRS 2 Star - Enhanced Rate 5%	\$ 27.30	\$ 23.52	\$ 24.07	\$ 25.83	\$ 23.73	\$ 24.04	\$ 24.15	\$ 21.42	\$ 21.82
TRS 3 Star - Enhanced Rate 7%	\$ 27.82	\$ 23.97	\$ 24.53	\$ 26.35	\$ 24.21	\$ 24.52	\$ 24.64	\$ 21.85	\$ 22.26
TRS 4 Star - Enhanced Rate 9%	\$ 28.31	\$ 24.42	\$ 24.99	\$ 26.88	\$ 24.70	\$ 25.02	\$ 25.14	\$ 22.29	\$ 22.71
School-age (6-12 years)	\$ 25.20	\$ 21.60	\$ 22.13	\$ 24.00	\$ 21.80	\$ 22.12	\$ 20.80	\$ 20.20	\$ 20.29
TRS 2 Star - Enhanced Rate 5%	\$ 26.46	\$ 22.68	\$ 23.23	\$ 25.20	\$ 22.89	\$ 23.23	\$ 21.84	\$ 21.21	\$ 21.30
TRS 3 Star - Enhanced Rate 7%	\$ 26.97	\$ 23.12	\$ 23.68	\$ 25.71	\$ 23.35	\$ 23.70	\$ 22.28	\$ 21.64	\$ 21.73
TRS 4 Star - Enhanced Rate 9%	\$ 27.45	\$ 23.56	\$ 24.13	\$ 26.23	\$ 23.82	\$ 24.17	\$ 22.73	\$ 22.08	\$ 22.18

### Parent Fees

12. **PARENT SHARE OF COST.** The Provider agrees to collect any assessed parent fees in advance of providing services and report any non-payments to the Contractor within 4 business days of the first of the month. The Provider understands that the parent fee will be deducted from the reimbursement amount and that the Contractor will not reimburse the Provider for any unpaid parent fees. The Contractor will follow up with the parent on non-payments.
13. **CHARGING THE DIFFERENCE.** The Provider will not charge CCS parents for any differences between the Provider's published rate and the applicable rate in the Provider Rate Agreement. This does not include charges to parents for picking children up late or for special or optional activities not included in the published rate that the parents elect to pay for on their own.
14. **OTHER FEES.** The Provider may not charge CCS parents any fees that are not charged to parents who are not receiving CCS.
15. The Provider may choose to limit the number of CCS children they accept; however, the Provider is prohibited from denying a CCS referral based on:

- The parent's income status;
- Receipt of public assistance; or
- The child's Texas Department of Family and Protective Services Child Protective Services (CPS) status.

### Reporting Requirements

- ATTENDANCE REPORTING.** The Provider understands the attendance standards outlined in TAC §809.78. Failure to comply with attendance reporting requirements may result in corrective or adverse actions, such as investigation and prosecution of fraud.
  - Until a new Automated Attendance system is implemented by TWC, the Provider agrees to report children's absences to the Contractor when a child accumulates five (5) consecutive absences. This does not include absences due to court-ordered visitation or a Provider's emergency closure. Failure to report a child's five consecutive absences may result in corrective or adverse actions, such as investigation and prosecution of fraud. Workforce Solutions East Texas will take appropriate action against anyone who fails to report five consecutive absences as required, which may include, but is not limited to, closing intake, moving children to another provider selected by the parent, withholding provider payments for reimbursement of costs incurred, termination of childcare services, and recoupment of funds.
  - After TWC implements the Attendance System (planned for February 2023), the Provider agrees to abide by the requirements outlined in the Provider Child Care Automated Attendance System Agreement.
- PARENT FAILURE TO PAY SHARE OF COST.** The Provider will report to the Contractor instances in which a parent fails to pay their Parent Share of Cost within 4 business days.
- PROVIDER CHANGES.** The Provider must inform the Contractor of the following changes immediately:
  - Loss of CCL license, registration, or certification status;
  - A change in the facility name, ownership, governing body, or corporate status;
  - A change in the contact person or director;
  - A change in address or temporary location;
  - A change in facility rates or fees;
  - A change in hours of operation and holiday schedule;
  - A change in the ages of children served;
  - A change in transportation policies;
  - Any change in facility license or registration caused by conditions placed on it by CCL Division, or any condition affecting the status of facilities regulated by the Texas Department of Health (TDH), the United States Military Service, or an "alternatively accrediting" entity;
  - A new finding of a Provider debarred from another State or Federal Program;
  - Changes in policies and guidelines by TWC, WSETB, and CCS; and/or
  - Other changes in the day-to-day operations of the center/home.

### Texas Rising Star Requirements

- PARTICIPATION REQUIREMENTS.** At a minimum, the Provider must meet Texas Rising Star Entry Level requirements and must agree to work towards star-level certification via a Continuous Quality Improvement Plan (CQIP) with the support of the Contractor assigned mentor. The Provider must sign a Mentoring Memorandum of Understanding (MOU) and abide by those terms outlined within the MOU.
- STAR-LEVEL CERTIFICATION.** Once certified as Two-, Three-, or Four-Star, the Provider will comply with the Texas Rising Star Guidelines. Failure to comply with Texas Rising Star Guidelines may result in loss of certification. Non-compliance may include submitting fraudulent documentation, misrepresentation of staffing and/or classroom enrollment composition, or refusal of Texas Rising Star visits.
- ENHANCED PAYMENT RATES.** Enhanced payment rates for star-level certification are tiered based on quality level (star-level) and are detailed in the Provider Rate Agreement. Texas Rising Star enhanced rates are effective the first day of the month following the star-level certification.
- USE OF THE TEXAS RISING STAR LOGO.** The Provider may use the Texas Rising Star logo and star-level graphics that correspond to their current certification level and indicate quality status to the community and families they serve. The logo or star-level graphic may not be altered in any way.

### Federal Requirements

- NONDISCRIMINATION.** The Provider must comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of



1990 (Public Law 101-336), the Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Provider agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

24. **EMPLOYMENT VERIFICATION.** The Provider must comply with the requirement of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1987, who will perform any labor or services under this agreement.

#### Termination of Agreement

25. The Provider understands that the following facility changes will result in automatic termination of this Agreement:

- Change in ownership
- Change in location
- Change in facility type with Health and Human Services Commission (HHSC) Child Care Regulation (CCR)
- Revocation of the permit to operate

26. The Provider will not be entitled to payment until requirements to be a Provider are met and a new Agreement is signed. This includes the application phase after the sale of a facility and before a new permit is issued by CCR. However, during an interim period where services are still being rendered, the Contractor will institute a waiver of requirements to allow a Provider to be paid once the Provider is complying.

27. The Contractor will not reimburse a Provider who is debarred from other state or federal programs unless and until the debarment is removed.

28. **FAILURE TO COMPLY:** Failure to comply with any terms of this Agreement may result in Adverse Action against the Provider, such as:

- Suspension, termination, or non-renewal of the Agreement
- Board Service Improvement Agreement or Board Corrective Action
- Provider intake closed
- Nonpayment, when applicable
- Recoupment of funds, when applicable

29. **FILING A COMPLAINT/ APPEAL:** The Provider can file complaints and/or appeals. Complaints may include objections/grievances regarding the provision of services that do not allege any violation, but rather concern dissatisfaction with the treatment by or the behavior of Contractor staff, or other issues which are not subject to an appeal. With appeals, Providers are given a written determination of any adverse actions against the Provider. Providers have the right to appeal adverse actions to the Workforce Solutions East Texas Board Hearing Officer, 3800 Stone Road, Kilgore, TX 75662.



**PROVIDER ACKNOWLEDGEMENT:** As the authorized representative for this child care facility, I certify that all information recorded in this document and the attached Addendum is true and correct to the best of my knowledge. I will comply with all the requirements of this Child Care Services Provider Agreement. I have received a CCS Licensed and Registered Provider Handbook or a link to the handbook and understand and agree to abide by the rules and procedures described within.

This Agreement may be terminated at will by either party on thirty (30) days written notice.

Effective Date	Termination Date

**Facility Owner**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorized Contractor Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## PROVIDER CERTIFICATIONS

I AGREE to comply with all attendance reporting and tracking procedures as required by the Texas Workforce Commission (TWC), Workforce Solutions East Texas Board (WSETB), and Child Care Services (CCS).

I AGREE to contact the designated Workforce Solutions East Texas staff member when a child has not attended for five (5) consecutive days.

I UNDERSTAND Workforce Solutions East Texas Child Care Contractor parents have 40 absences within a 12-month period. I understand I cannot collect the cost of care from the parent for the attendances and/or absences the parent did not report because Workforce Solutions East Texas reimburses my center/home for these absences.

I AGREE to comply with the current attendance policies and understand failure to comply may require corrective or adverse actions, such as investigation and prosecution of fraud, and actions described in the TWC Child Care Rules which include, but are not limited to the following:

- closing intake;
- moving children to another provider selected by the parent;
- withholding provider payments or reimbursement of costs incurred;
- termination of the Statement of Reimbursement Agreement in my center or home, and/or,
- recoupment of funds.

I AGREE to provide the CCR required attendance records when requested by the Child Care Contractor, ETCOG staff, or TWC staff.

I AGREE the owner, director, assistant director, or other employees of child care providers shall not possess, have on the premises, or otherwise have access to a parent's information to access the Agency's attendance system; or perform the attendance or absence reporting function on behalf of the parent.

I AGREE to complete a new Statement of Services any time there is a change. I understand that failure to do so may result in withholding my reimbursement.

I AGREE in accordance with the Pro-Children Act (Dec 2015), Title X, Part C of Public Law 103-227, also known as the "Pro-Children Act of 1994," (20 U.S.C. § 7183), smoking may not be permitted within any indoor facility (or portion of a such facility) owned or regularly used for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments or child care or early childhood development services to children. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day, administrative compliance, or both.

\_\_\_\_\_  
Signature – Facility Owner

\_\_\_\_\_  
Date





The following are the Reinstatement Procedures for CCS Providers

**Reinstatement Procedures:**

1. During TWC's transition between attendance methodologies, violators of Child Care Services Provider Agreements will not be readmitted until TWC's new Child Attendance methodology has been established.
2. Upon submission of its application, the provider agrees to accept staff visitations and evaluations, designed to evaluate the degree to which the provider has mitigated the circumstances leading to the initial termination of the *Child Care Services Provider Agreement* and installed measures to prevent a reoccurrence.
3. The provider also accepts the introduction of the Texas Rising Star (TRS) program, including no-notice visitations.
4. Refusal to allow full access for visitations and assessments is grounds for rejecting the provider's application or termination of an existing Statement of Services Agreement.
5. Once TRS and Child Care Services staff have compiled a comprehensive report detailing changes made, the application will be submitted to the Workforce Solutions East Texas Committees and Board, its Administrative Agent, the East Texas Council of Governments (ETCOG) Board, and the Chief Elected Officials (CEO) Board for approval as required.
6. Any application for reinstatement in the programs will require a limited duration, probationary Child Care Services Provider Agreement, not to exceed 12 months. Should a limited Child Care Services Provider Agreement be successfully executed without implementation of a Service Improvement Agreement (SIA), the Workforce Executive Director may renew or extend the limited Child Care Services Provider Agreement until the Board's actions are achieved.
  - Removal of a limited Child Care Services Provider Agreement, resulting in full readmittance to CCS and TRS programs, will only occur with the approval of the WSET, ETCOG, and CEO Boards.

**Workforce Solutions East Texas Board - Child Care Services is an equal opportunity employer/program.  
Auxiliary aids and services are available upon request to individuals with disabilities.  
TDD/TTY 1-(800) 735-2989 or (903) 526-1105**

*This document contains vital information about requirements, rights, determinations, and/or responsibilities for accessing workforce system services. Language services, including the interpretation/translation of this document, are available free of charge upon request.*

*Este documento contiene información importante sobre los requisitos, los derechos, las determinaciones y las responsabilidades del acceso a los servicios del sistema de la fuerza laboral. Hay disponibles servicios de idioma, incluida la interpretación y la traducción de documentos, sin ningún costo y a solicitud.*



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## CHILD CARE SERVICES

### Provider Child Care Reporting Form

Date the Report is Submitted: \_\_\_\_\_ CCS Portal (Confirmation #): \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Provider Name and License #: \_\_\_\_\_

Parent's Name: \_\_\_\_\_ Twist ID #: \_\_\_\_\_

Child(ren) Name: \_\_\_\_\_ CPS Case: Yes: \_\_\_\_\_ No: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Child(ren) Has Not Attended WITHOUT Parent Contact for 5 Consecutive Days

Dates of Absence (i.e. October 1st -5th): \_\_\_\_\_

CCS will Outreach Parent

☐ Parent Requested to Voluntary Drop from Center

(MUST Notify CCS on First Day Of Drop Regardless if Parent Notified CCS or Not)

Last Date Child(ren) Attended: \_\_\_\_\_

☐ Child Dismissed from Center Due to: \_\_\_\_\_ Behavior \_\_\_\_\_ Center Policy Violation \_\_\_\_\_ Other

Date Child(ren) Dismissed: \_\_\_\_\_

☐ Attendance Not Recorded Due to Provider Issue/Error

\_\_\_\_\_ Emergency Closure Due to: \_\_\_\_\_ Weather \_\_\_\_\_ Family Death \_\_\_\_\_ Fire \_\_\_\_\_ No Utilities \_\_\_\_\_ Injury/Accident

\_\_\_\_\_ Other (Explain in Comments)

Comments (Be specific): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This is an equal opportunity program. Auxiliary aids and services are available upon request. TX Relay 1.800.735.2989. East Texas Workforce Centers Child Care Services are operated by BakerRipley under the authority of the East Texas Workforce Development Board.



**CHILD CARE SERVICES (CCS)**  
**NOTIFICATION OF NON-PAYMENT OF PARENT SHARE OF COST**  
(PLEASE PRINT WHEN COMPLETING FORM)

Facility Name: \_\_\_\_\_ Facility License #: \_\_\_\_\_

Parents Name & TWIST ID: \_\_\_\_\_

Child(ren) Name: \_\_\_\_\_

Parent Share of Cost Outstanding: \$ \_\_\_\_\_

Has the child(ren) been dismissed and asked not to return? YES ☐ NO ☐

Dismissal Date: \_\_\_\_\_

**Texas Workforce Commission (TWC) Chapter 809 Child Care Rules, Section 809.92 Provider Responsibilities and Reporting Requirements, Subsection (b)(1) states, "Providers shall be responsible for collecting the parent share of cost as assessed under §809.19 before child care services are delivered". Subsection (b)(3) states, "Providers shall report to the Board or the Board's child care contractor instances in which the parent fails to pay the parent share of cost".**

In accordance with the TWC Chapter 809 Child Care Rules, the Workforce Solutions East Texas Provider Handbook, and your Statement of Services and Reimbursement Agreement; you are required to collect the parent share of cost (PSoC) **before** services are delivered, ideally the 1<sup>st</sup> business day of each month. In addition, you are required to notify CCS if a CCS referred parent has failed to pay their PSoC.

- I understand if I do not collect the PSoC I am taking a risk I will never collect the amount.
- I also understand neither CCS, ETCOG nor the Workforce Solutions East Texas Board can assist me with the collection or reimbursement.

**CCS must receive notification no later than the 4<sup>th</sup> business day of the month.**

- Failure to report non-payment of parent share of cost will result in provider corrective action.

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*This document contains vital information about requirements, rights, determinations, and/or responsibilities for accessing workforce system services. Language services, including the interpretation/translation of this document, are available free of charge upon request.*

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FAX 888-977-1693

CCS Form 008-Revised 7.26.2018



**CHILD CARE SERVICES (CCS)  
NOTIFICATION OF PAYMENT OF PARENT SHARE OF COST  
(PLEASE PRINT WHEN COMPLETING FORM)**

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

Facility License #: \_\_\_\_\_

Parents Name & TWIST ID: \_\_\_\_\_

Child(ren) Name: \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_

Date Paid: \_\_\_\_\_

Will child(ren) been allowed to return to your facility? YES ☐ NO ☐

Date of Return: \_\_\_\_\_

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**Texas Workforce Commission (TWC) Chapter 809 Child Care Rules, Section 809.92 Provider Responsibilities and Reporting Requirements, Subsection (b)(1) states, "Providers shall be responsible for collecting the parent share of cost as assessed under §809.19 before child care services are delivered". Subsection (b)(3) states, "Providers shall report to the Board or the Board's child care contractor instances in which the parent fails to pay the parent share of cost".**

Please be advised you must collect the full balance owed. Partial payment and/or payment arrangements are not acceptable. Provider reimbursement payment will be reinstated based upon the date of return above.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*This document contains vital information about requirements, rights, determinations, and/or responsibilities for accessing workforce system services. Language services, including the interpretation/translation of this document, are available free of charge upon request.*

*Este documento contiene información importante sobre los requisitos, los derechos, las determinaciones y las responsabilidades del acceso a los servicios del sistema de la fuerza laboral. Hay disponibles servicios de idioma, incluida la interpretación y la traducción de documentos, sin ningún costo y a solicitud.*

FAX 888-977-1693  
CCS Form -Revised 7.26.18



## CCS Parent Fee Due Dates

Attention CCS Parents! Your parent fee is due in full on the 1st business day of the month. Failure to pay your fee by the due date may result in a late fee. If your fee is not paid in full by the 4th business day of the month your balance will be reported to CCS for non-payment and your services are at risk to be terminated.

### JANUARY

**Parent Fee Due 1/2/2024 - Non Payment Form Due 1/5/2024**

### FEBRUARY

**Parent Fee Due 2/1/2024 - Non Payment Form Due 2/6/2024**

### MARCH

**Parent Fee Due 3/1/2024 - Non Payment Form Due 3/6/2024**

### APRIL

**Parent Fee Due 4/1/2024 - Non Payment Form Due 4/4/2024**

### MAY

**Parent Fee Due 5/1/2024 - Non Payment Form Due 5/6/2024**

### JUNE

**Parent Fee Due 6/3/2024 - Non Payment Form Due 6/6/2024**

### JULY

**Parent Fee Due 7/1/2024 - Non Payment Form Due 7/5/2024**

### AUGUST

**Parent Fee Due 8/1/2024 - Non Payment Form Due 8/6/2024**

### SEPTEMBER

**Parent Fee Due 9/3/2024 - Non Payment Form Due 9/6/2024**

### OCTOBER

**Parent Fee Due 10/1/2024 - Non Payment Form Due 10/4/2024**

### NOVEMBER

**Parent Fee Due 11/1/2024 - Non Payment Form Due 11/6/2024**

### DECEMBER

**Parent Fee Due 12/2/2024 - Non Payment Form Due 12/5/2024**