

### Child Care Services Provider Agreement Template

License Number:

Child Care Regulation Licensing No:                      EIN/Social Security No:

Name of Facility:

Type of Facility:    Licensed Center    Licensed Home             Registered Home    Military

Partnership Site:    Pre-K (ISD/Charter: \_\_\_\_\_)    Head Start                       Early Head Start

Address of Facility (Street, City, State, ZIP):

Address of Facility (Continued):

Facility Phone Number:    Facility Email:

Mailing/Billing Address (Street, City, State, ZIP):

Contact Person:    Title:

Contact Person Phone Number:    Contact Person Email:

**Texas Rising Star Status:**    Entry Level    Two-Star    Three-Star    Four-Star

**Provider’s Published Rates\* (regular rates charged to private-pay families)**

Ages Served	Full-Day Daily Rate	Part-Day Daily Rate**
0–11 months		
12–17 months		
18–23 months		
2 years		
3 years		
4 years		
5 years		
6 years and older		

\* The Provider’s published rates must include any required fees (including transportation) prorated to a daily rate. Required fees may include, but are not limited to, registration, enrollment, supply, and activity fees.

\*\* Providers that offer before-school, after-school, and school-holiday care must provide part-day rates for applicable age groups.

**Inclusion Assistance:** The provider may receive a child-specific inclusion assistance rate if authorized by the Board. The allowable inclusion rate is up to 190 percent of the Board’s maximum reimbursement rate. Parents of children with documented disabilities must request inclusion assistance from the Board. For more information about inclusive care, contact: Tarrant County CCMS.

**Provider Acknowledgment:** The Provider certifies that:

- the above information about published Provider Rates, including fees and transportation costs, is true and accurate;
- the Provider agrees to accept payment in accordance with TWC Chapter 809 Child Care Services rules;
- the Provider agrees that the changes in Texas Rising Star certification status or participation in Texas School Ready will result in changes to payment rates; and
- for the applicable type of care, age of child, and level of quality, the Provider agrees to be paid **the lower of:**
  - the provider’s published rates; or
  - the Board’s maximum rate.

These rates are effective **12/9/2024** which is the next payment cycle start date.

**Tarrant County Maximum Daily Rates – Effective 12/9/2024**

Provider Type	Provider Rating	Infant FT	Infant PT	Toddler FT	Toddler PT	Preschool FT	Preschool PT	School-age FT	School-age PT	School-age BT
LCCC	Reg	\$48.20	\$44.13	\$44.50	\$40.80	\$42.20	\$35.33	\$40.80	\$33.60	\$34.65
LCCC	TRS2	\$50.62	\$46.35	\$46.73	\$42.85	\$44.32	\$37.11	\$42.85	\$35.29	\$36.40
LCCC	TRS3	\$51.64	\$47.29	\$47.67	\$43.72	\$45.22	\$37.86	\$43.72	\$36.00	\$37.13
LCCC	TRS4	\$53.80	\$48.40	\$48.63	\$44.60	\$46.13	\$38.63	\$44.60	\$36.73	\$37.88
LCCC	TSR	\$50.62	\$46.35	\$46.73	\$42.85	\$44.32	\$37.11	\$42.85	\$35.29	\$36.40
LCCH	Reg	\$48.20	\$38.70	\$43.20	\$38.20	\$40.20	\$35.20	\$38.40	\$34.40	\$34.99
LCCH	TRS2	\$50.62	\$40.64	\$45.37	\$40.12	\$42.22	\$36.97	\$40.33	\$36.13	\$36.74
LCCH	TRS3	\$51.64	\$41.46	\$46.29	\$40.93	\$43.07	\$37.72	\$41.15	\$36.86	\$37.49
LCCH	TRS4	\$52.68	\$43.60	\$47.23	\$41.76	\$43.94	\$38.48	\$41.98	\$37.61	\$38.25
LCCH	TSR	\$50.62	\$40.64	\$45.37	\$40.12	\$42.22	\$36.97	\$40.33	\$36.13	\$36.74
RCCH	Reg	\$48.20	\$36.60	\$43.20	\$35.20	\$38.60	\$32.60	\$36.00	\$31.40	\$32.07
RCCH	TRS2	\$50.62	\$38.44	\$45.37	\$36.97	\$40.54	\$34.24	\$37.81	\$32.98	\$33.69
RCCH	TRS3	\$51.64	\$39.22	\$46.29	\$37.72	\$41.36	\$34.93	\$38.57	\$33.65	\$34.37
RCCH	TRS4	\$52.68	\$41.00	\$47.23	\$38.48	\$42.20	\$35.64	\$39.35	\$34.33	\$35.06
RCCH	TSR	\$50.62	\$38.44	\$45.37	\$36.97	\$40.54	\$34.24	\$37.81	\$32.98	\$33.69
Relative	None	\$15.00	\$11.50	\$14.00	\$11.00	\$14.00	\$8.50	\$13.00	\$8.50	\$9.16
<b>LCCC</b>	Licensed Child Care Center	<b>LCCH</b>	Licensed Child Care Home			<b>RCCH</b>	Registered Child Care Home			
<b>TRS</b>	Texas Rising Star	<b>TSR</b>	Texas School Ready			<b>FT</b>	Full-Time			
<b>PT</b>	Part Time	<b>BT</b>	Blended (Blended rates are paid during the school year for children up to age 12 who are authorized for before- and/or after-school care.)							

**Name of Authorized Provider Representative:**

**Signature of Authorized Provider Representative:**

**Date:**

## ACKNOWLEDGMENTS

The Child Care Services (CCS) contractor for Workforce Solutions for Tarrant County herein referred to as the “Contractor,” and the CCS provider (center/home), herein referred to as the “Provider,” agree to abide by the following terms:

### Provider Eligibility

1. GENERAL ELIGIBILITY. The Provider must meet eligibility requirements, as outlined in the 40 Texas Administrative Code (TAC) Chapter 809 Child Care Services (CCS) §809.91.
2. The Provider must submit required documentation to the Contractor and have an executed CCS Provider Agreement (Agreement) prior to receiving referred children. The Contractor will only pay the Provider for child care services delivered on or after the effective date of the Agreement.
3. TEXAS RISING STAR ENTRY LEVEL. Per 40 TAC §809.131, the Provider must be designated as Entry Level in the Texas Rising Star program and must attain at least a Two-Star Texas Rising Star certification within 24 months of signing this contract unless granted a waiver. The Provider will be reviewed for continued Entry Level compliance every April and October during the 24-month period. The Provider must comply with the Texas Rising Star Guidelines.

### 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. Additionally, the Provider must not:
  - transfer the Agreement to any other entity, facility, or location; or
  - 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 the Provider Rate Addendum, for authorized enrollment days, reduced by the assessed parent fee amount and any previous overpayment(s). The Provider accepts that the rate paid must be Board’s maximum rate for the type of care provided or the Provider’s published rate for that type of care, whichever is lower.
6. Payment will not be rendered for a child if the parent(s) or guardian(s) is (are) the director or assistant director for the facility or has ownership interest in the facility, except as defined in [Child Care Rule §809.91\(f\)](#).
7. PROSPECTIVE PAYMENTS. Beginning with the launch of the Texas Workforce Commission’s (TWC’s) new CCS system (tentatively, Fall 2024), except for a child beginning care, the Contractor must pay the Provider prospectively, in accordance with the child’s authorization for care. CCS payment periods are two weeks long, from Monday to Sunday.

Changes that affect a rate, such as a child aging into another rate group or the Provider’s quality rating increasing or decreasing, will be applied to the next payment cycle. The payment calendar can be accessed here: [CCS Payment Schedule](#).

8. RECOUPMENT OF OVERPAYMENTS. The Contractor must pay the Provider (except for relative care providers) based on an individual child’s authorization for enrollment, regardless of occasional child absences.

The Provider acknowledges that the Contractor may reduce future payments or require repayment from a Provider when a prospective payment results in an overpayment for services that were terminated

during the payment period.

The Contractor may also reduce future payment or require repayment when all or a portion of a payment is determined to be improper.

9. PAID HOLIDAYS/PROFESSIONAL DEVELOPMENT DAYS. The Provider will be paid by the Contractor for each child currently referred to the Provider for up to **nine/9** paid holidays/preplanned closures during each calendar school year. Planned closures that exceed the number allowed by the Board will not be paid.

Holiday	Date	Initial if closed
New Year's Day	Wednesday- January 1, 2025	
Memorial Day	Monday- May 26, 2025	
Independence Day	Friday- July 4, 2025	
Labor Day	Monday- September 1, 2025	
Thanksgiving Day	Thursday- November 27, 2025	
Day after Thanksgiving Day	Friday- November 28, 2025	
Christmas Eve	Tuesday- December 24, 2025	
Christmas Day	Wednesday- December 25, 2025	
New Year's Eve	Wednesday- December 31, 2025	
New Year's Day	Thursday- January 1, 2026	

You may decide to close additional holidays, if not listed above be advised they are unauthorized closures and unpaid. Please list any other closures provider will be closed:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Any changes to paid holidays/planned closures must be made in writing by the Provider to the Contractor prior to the paid holiday/preplanned closure.

10. EMERGENCY- AND DISASTER-RELATED CLOSURES. The Provider will be reimbursed by the Contractor if the facility is closed due to an emergency situation, such as weather, fire, electrical, or gas outages, or other situations approved in advance by the Board, for up to five business days per calendar year. If the Provider is closed due to a federal- or state-declared emergency or disaster, the Contractor may request that TWC approve provider payment for closures beyond five days.

The Provider must notify the Contractor that the facility is closed for payment to be authorized for an emergency closing. The Contractor will recoup overpayments for unauthorized closures.



### Parent Fees

11. PARENT SHARE OF COST (PSoC). The Provider agrees to collect any assessed parent fees in advance of providing services and report any nonpayments to the Contractor within **five/5** business days of the due date. 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 if not reported within **five/5** business days. The Contractor will follow up with the parent on nonpayments.
12. 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 parents elect to pay for on their own.
13. OTHER FEES. The Provider may not charge CCS parents any fees that are not charged to parents who are not receiving CCS.
14. 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

15. ATTENDANCE. In accordance with CCS rule, 40 TAC §809.78, the Provider agrees to:
  - follow attendance reporting and tracking procedures required by TWC and the Contractor;
  - ensure that the owner, director, assistant director, or other employees do not:
    - have access to a parent's login information to access TWC's attendance system; or
    - perform the attendance or absence reporting function on behalf of the parent, except in cases as detailed in WD Letter 08-23, Change 3;
  - report misuse of TWC's automated attendance system to Workforce Solutions for Tarrant County and
  - report discrepancies in a child's authorization for care and TWC's automated attendance system within five days of receiving the authorization.
16. FAILURE TO COMPLY WITH ATTENDANCE REPORTING REQUIREMENTS. The Provider understands that failure to comply with attendance reporting requirements may result in withholding payment to the Provider, corrective or adverse actions, and investigation and prosecution of potential fraud.
17. PARENT FAILURE TO PAY SHARE OF COST. The Provider will report to the Contractor instances in which a parent fails to pay their PSoC within **five/5** business days.
18. REQUIRED REPORTING FOR PROVIDERS CHARGING PARENTS THE DIFFERENCE. Pursuant to §809.92, if the Provider opts to charge parents the difference between the Provider's published rate and the rate applicable in the Provider Rate Agreement, the Provider must report which families were charged the difference and the amount and frequency of these additional charges to the Contractor monthly
19. NOTICE OF PROVIDER CHANGES. The Provider must inform the Contractor in advance of the following changes within **one/1** business days:



- Change in contact information
  - New/change in financial information affecting payments
  - Facility name change
  - Change in ownership
  - Change in location
  - Change in Child Care Regulation (CCR) facility/permit type
  - CCR revocation of permit to operate
  - Any change in the facilities permit, license or registration caused by conditions placed on it by Child Care Regulations (CCR) or any condition affecting the statues of facilities regulated by the Texas Department of Health, United States Military Service, or Faith Base Organization Certificate
  - Change in the contact person or director
20. PROVIDER CHANGES. The Provider understands that the following facility changes will necessitate a new Agreement to be signed:
- Change in ownership
  - Change in location
  - Change in CCR facility/permit type
21. The Provider will not be entitled to payment until requirements to be a Provider are met and a new Agreement is signed.
22. FACILITY OWNERSHIP CHANGES. During the new owner’s CCR application phase after the sale of a facility and before a new permit is issued by CCR, the Provider is not entitled to payment. However, during the application period, if CCR allows continuation of child care services, the Contractor will temporarily waive requirements to allow the Provider to be paid once the new permit is issued and the Provider is in compliance with CCS requirements.
- Texas Rising Star Requirements**
23. ENTRY LEVEL DESIGNATION. At a minimum, any new CCS Provider must meet Texas Rising Star Entry Level requirements and must agree to work toward star-level certification via a Continuous Quality Improvement Plan (CQIP) with or without the support of the assigned mentor, as described in the Texas Rising Star Guidelines.
24. MENTORING AGREEMENT. If the Provider elects to receive mentoring, they must sign a Texas Rising Star Mentoring Agreement and follow its requirements. Texas Rising Star mentoring is available to providers to support program improvement and achievement of Texas Rising Star certification, which qualifies providers for higher CCS payment rates.
25. If the Provider elects **not** to receive mentoring, the Provider may contact Workforce Solutions for Tarrant County to change this election at any time. Mentoring assistance is available to all CCS providers. However, mentor caseloads vary, and Providers are encouraged to reach out without delay if they change their decision and elect to receive mentoring.
26. STAR-LEVEL CERTIFICATION. Once certified as Two-, Three-, or Four-Star, the Provider agrees to continue to comply with the Texas Rising Star Guidelines.
27. 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 Addendum. Texas Rising Star status changes are effective the first day of the month following the star-level certification. Beginning in Fall



2024, with the implementation of TWC's new CCS system, Texas Rising Star status changes will become effective at the time the assessment results are finalized and any change in payment rate will be applied the next two-week payment cycle following the change.

28. **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 to indicate quality status to the community and families they serve. The logo or star-level graphic is available in several formats from the Contractor and may not be altered in any way. Providers that are not currently certified must not use the Texas Rising Star logo and star-level graphics.
29. The Provider agrees that representatives of their facility will not use the Texas Rising Star logo or graphics to promote other business interests outside of the operation of the Provider's facility. Such outside business interests include offering paid training or professional development or fee-based consulting services.

### **Federal Requirements**

30. **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), all amendments to each, and all requirements imposed by the regulations issued pursuant to these statutes. These regulations impart 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.
31. **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.
32. **PROTECTING PERSONAL, SENSITIVE, AND CONFIDENTIAL INFORMATION.** In accordance with TWC WD Letter 02-18, Change 1, and subsequent issuances, the Provider must ensure the security of Sensitive and Personally Identifiable Information (SPII). SPII includes, but is not limited to, Social Security numbers (SSN), home or mobile telephone numbers, ages, birth dates, medical history, banking or credit card numbers, computer passwords, and an individual's receipt of public services, including CCS and CPS. The Provider must implement the following safeguards to protect SPII:
- Ensure that records are placed in safe storage to protect confidentiality and prevent access by unauthorized individuals.
  - Ensure that SPII is not left in plain sight and unattended, and when not being used, that documents containing SPII are kept under lock and key.
  - Establish policies and procedures that ensure staff acknowledge the confidential nature of the information and the safeguards with which they must comply and procedures for reporting SPII breaches.
  - Ensure that SPII is only accessed by legitimate staff and are only accessed for the purposes set forth in this agreement.
  - Ensure that SPII obtained through a request is not disclosed to anyone other than an individual



or entity authorized by law to receive the information.

- Ensure that SPII related to CCS families is kept only for the time required by the Board and/or CCR data retention policy.

### Noncompliance

33. LOSS OF CCR LICENSE. The Contractor will not pay for any services upon effective date of revocation of the Provider's CCR license and will terminate the Agreement.
34. DEBARMENT. The Contractor will not pay for any services upon effective date of debarment and will terminate an Agreement if a Provider is debarred from other state or federal programs until the debarment is removed.
35. FRAUDULENT CONDUCT. The Provider acknowledges that pursuant to [TWC Chapter 809 Child Care Services rules Subchapter F \(40 TAC §§ 809.111-809.117\)](#), the Contractor is required to conduct fact-finding before CCS are terminated or improper payments are recouped due to suspected fraudulent activity and must comply with Fraud Determination and Compliance Monitoring Guidance. If the Contractor determines fraudulent conduct has occurred, the Provider will be found in noncompliance of this Agreement. TWC or the Contractor may take the following actions if it is found that a Provider has committed fraud:
- Closing of Provider intake
  - Nonpayment or temporary withholding of payments to the Provider
  - Recoupment of funds
  - Prohibiting future eligibility to provide TWC-funded child care
  - Any other action consistent with the intent of the governing statutes or to investigate, prevent, or stop suspected fraud pursuant to 40 TAC [§809.113\(a\)](#)
36. FAILURE TO COMPLY: The Provider acknowledges that pursuant to 40 TAC §809.114, failure to comply with any terms of this Agreement or TWC rules may result in corrective or adverse action against the Provider, as detailed in 40 TAC §809.115, such as the following:
- Closing of Provider intake
  - Moving children to another provider selected by the parent
  - Withholding of provider payments or reimbursements of costs incurred
  - Recoupment of funds
  - Board Service Improvement Agreement (SIA) or Board Corrective Action (CA)

### Right to Complaint or Appeal

37. FILING AN APPEAL: Upon determination of an adverse action, the Contractor will furnish the Provider with a written determination detailing the adverse actions and the Provider's appeal rights, including required deadlines.
38. TEXAS RISING STAR: In accordance with TAC §809.135, Texas Rising Star assessments are not subject to appeal. However, the Provider may request reconsideration of a facility assessment for Texas Rising Star certification. For CCS or Texas Rising Star impacts related to CCR licensing deficiencies, the Provider must follow CCR's process for appeal/administrative review.
39. FILING A COMPLAINT: Complaints may include objections or grievances regarding the provision of services that do not allege any violation but rather express dissatisfaction with the treatment by or the behavior of Contractor staff or other issues that are not subject to an appeal. Providers have the right to



file written complaints with the Workforce Solutions for Tarrant County in accordance with TWC rules and Board procedures:

Workforce Solutions for Tarrant County Child Care Program  
1320 S. University Dr., Suite 600  
Fort Worth, TX. 76107

**PROVIDER ACKNOWLEDGMENT:** 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.

**Authorized Provider Representative**

**Authorized Contractor Representative**

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

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

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

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

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

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

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

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

**Office Staff Only**

Agreement Effective Date: