

Child Care Services Provider Agreement

Child Care Regulation Licensing No:		EIN/Social Security No:	
Name of Facility:			
Type of Facility:	Licensed Center	Licensed Home	Registered Home
Partnership site: <input type="checkbox"/> Pre-K (ISD/Charter:) <input type="checkbox"/> Head Start <input type="checkbox"/> Early Head Start			
Address of Facility (Street, City, State, Zip):			
Facility Phone Number:		Facility Email:	
Mailing/Billing Address (Street, City, State, Zip):			
Contact Person:		Title:	
Contact Person Phone Number:		Contact Person Email:	

ACKNOWLEDGEMENTS

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

- 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 in Tarrant County.

CCMS will reimburse the child care provider (**except for Relative Listed homes**) for each child currently enrolled with the provider during the following recognized holidays if the providers are closed. Please initial if closed.

Holiday	Date	Initial if closed
New Year's Day	Monday, January 2, 2023	
Memorial Day	Monday, May 29, 2023	
Independence Day	Tuesday, July 4, 2023	
Labor Day	Monday, September 4, 2023	
Thanksgiving Day	Thursday, November 23, 2023	
Day after Thanksgiving	Friday, November 24, 2023	
Christmas Eve	Friday, December 22, 2023	
Christmas Day	Monday, December 25, 2023	
New Year's Eve	Friday, December 29, 2023	
New Year's Day	Monday, January 1, 2024	

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

- EMERGENCY CLOSURES. The Provider will be reimbursed by the Contractor when the facility is closed due to emergency situations, 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.

Parent Fees

- 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 5 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.
- 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.
- OTHER FEES. The Provider may not charge CCS parents any fees that are not charged to parents who are not receiving CCS.
- 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.
 - After TWC’s implementation of the new Automated 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 5 business days.
- PROVIDER CHANGES. The Provider must inform the Contractor in advance of the following changes within 1 business day:

Immediately	A change in the facility name.
Immediately	A change in governing body or corporate statutes,
30 days prior to effective day	A change in facility rates or fees in writing.
Immediately	A change in hours of operation.
2 weeks prior to effective day	A change in holiday schedule in writing.
Immediately	A change in the ages of children served.
2 weeks prior to effective day	A change in the facility’s address.
Immediately	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 statuses of facilities regulated by the Texas Department of Health, United States Military Service, or Faith Base Organization Certificate.
Immediately	A change in the contact person or director
Immediately	Change in transportation policies.

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.

18. 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.
19. 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 to 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

20. 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.
21. 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

22. 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
23. 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 in compliance.
24. The Contractor will not reimburse a Provider who is debarred from other state or federal programs unless and until the debarment is removed.
25. 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
26. 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 following in writing:

Workforce Solutions for Tarrant County

Child Care Program

1320 S. University Dr., Suite 600

Fort Worth, TX. 76107

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.

Authorized Provider Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Authorized Contractor Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Provider Name:	Licensing #:
Texas Rising Star Status: <input type="checkbox"/> Entry Level <input type="checkbox"/> Two-Star <input type="checkbox"/> Three-Star <input type="checkbox"/> Four-Star	

Provider's Rates:

Ages Served	Part-Day*	Full-Day*
0 - 17 months		
18 - 35 months		
3 - 5 years		
6 - 12 years		

**The Provider's Rate is the provider's published rate plus any required fee(s) pro-rated to a daily rate.*

Transportation Rates: If the provider charges a separate fee for transportation, the Board will add the applicable transportation rate(s) to the provider's published rate(s) listed above only for the individual children authorized to receive transportation.

Is transportation provided? Yes No

If yes, is the transportation rate included in the provider's published rate or is it separate? Included Separate

Daily transportation rate (if separate):

Inclusion Assistance: The provider may receive a child-specific inclusion assistance rate instead of the regular reimbursement rate if authorized by the Board. The allowable inclusion rate is up to 190% of the Board maximum reimbursement rate. Parents of children with documented disabilities may request inclusion assistance from the Board.

Provider Acknowledgement (initial the following):

_____ In accordance with the Child Care Services Provider Agreement, the provider agrees that the following Provider Rates and transportation information is true and accurate.

_____ The Provider agrees to accept payment in accordance with TWC's Child Care Services rules.

_____ The Provider will be paid ***the lower of:***

- the provider's published rate OR
- the Board's Maximum Rate (pages 2-3)

for the applicable type of care, age of child, and level of quality.

_____ The Provider acknowledges that changes in Texas Rising Star certification status or participation in Texas School Ready will result in changes to reimbursement rates.

Authorized Provider Signature:

Date:

**Workforce Solutions for Tarrant County Board’s Maximum Rates –
Relative Care**

Ages Served	Part-Day**	Full-Day**	Blended***
0 – 17 months	11.50	15.00	N/A
18 – 35 months	11.00	14.00	N/A
3 – 5 years	8.50	14.00	9.30
6 – 12 years	8.50	13.00	9.16

***The Board Rate is the Board reimbursement rate that the provider will be paid, except as noted under Transportation Rates and/or TWC Allowable Inclusion Assistance Rates.*

****The Blended rate is paid during the school year for children ages 5-12 years who are authorized for before and/or after school care.*

Authorized

Date:

Office Staff Only
Agreement Effective Date: