

Provider No.

**CHILD CARE FINANCIAL AGREEMENT**

Type of Facility <input type="checkbox"/> Licensed Child Care Center <input type="checkbox"/> Licensed Child Care Home <input type="checkbox"/> Registered Child Care Home			
Name of Facility			Telephone No.
Address of Facility (Street, City, State, ZIP)		Email Address	
Facility Owner's Name	EIN/Social Security No.	Telephone Number	
Address of Owner (Street, City, State, ZIP)			
Mailing/Billing (Street, City, State, Zip)			
Contact Person (If not owner)	Title	Telephone Number	

**PROVIDER PUBLISHED RATES:**

AGES SERVED	FULL TIME DAILY RATE*	PART TIME DAILY RATE*
0 – 17 MONTHS		
18 – 35 MONTHS		
3 – 5 YEARS		
6 – 13 YEARS		

\*The Provider's Rate is the provider's published rate plus any application/membership fee and/or activity fee(s) pro-rated to a daily rate.

**Blended Rates:** Blends the full-time rate with the part-time rate over the school year. Part-time rate for 175 days + Full-time rate for 30 days divided by the total number of days during the school session (205 days).

Is the provider a Texas Rising Star Center?..... ☐ Yes    ☐ No

\*Certification Level: 2 Star ☐ 3 Star ☐ 4 Star ☐

Is the provider a Texas School Ready Center?..... ☐ Yes    ☐ No

Transportation Rates: Does the provider provide transportation? ..... ☐ Yes    ☐ No

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

If transportation rate is separate please complete the daily rate:

Daily transportation rate

**CHILD CARE REIMBURSEMENT SCHEDULE:** Reimbursements will be paid weekly for the previous child care provided.

## MUTUAL AGREEMENTS

The Tarrant County Child Care Management Services (CCMS) contractor\* and the CCMS provider (center/home), herein referred to as provider\*\*, agree to abide by the following terms of the CCMS Provider Agreement, herein referred to as agreement:

1. The provider agrees to abide by all the policies and procedures in the CCMS Provider Manual. If the provider fails to provide child care services as described in the agreement or the CCMS Provider Manual, the CCMS contractor may terminate this agreement immediately. The notice of termination must be written. The CCMS contractor may also refuse to pay claims for reimbursement if services or procedures required in the CCMS Provider Manual are not followed.

2. Either party may end this agreement immediately if the parties are unable or unwilling to make amendments to agreement which may become necessary to continue the agreement because of:

- A change in state or federal laws;
- A reduction in or exhaustion of available state or federal funds;
- A change in Workforce Solutions Board or other requirements.

Any obligations incurred by either party before the termination date of this agreement must be met. Termination of this agreement does not release the provider from the requirement to keep records and allow access to records for 3 years and 90 days.

3. This agreement may be canceled by mutual consent. If such mutual consent cannot be attained, the provider or CCMS contractor may give thirty (30) days written notice to the other party and this agreement shall be terminated upon the expiration of the thirty (30) day period. This provision does not rule out immediate termination allowed in MUTUAL AGREEMENT numbers 1, 12 and 13.

4. The provider accepts as payment in full the approved rate(s) for care and transportation as described in this agreement, for authorized enrollment days, reduced by the assessed parent fee amount or child care subsidies (where applicable) and any previous overpayment(s).

The provider accepts as payment in full the authorized inclusion assistance rates reduced by the assessed parent fee amount or child care subsidies (where applicable) and any previous overpayment(s) as described in this agreement. The provider is authorized by the CCMS contractor to receive additional reimbursement only for individual children that the CCMS contractor and provider agree need extra adult assistance.

The TRS provider will make no additional charges to CCMS referred parents for any differences between the published rate and the maximum reimbursement rate. This does not include charges to parents for picking children up late or for special activities not included in the published rate that the parents elect to pay for on their own.

5. The provider agrees to report absences to the CCMS Finance staff. The provider must contact CCMS regarding the child's absence no later than the third day of scheduled attendance. The provider must contact your CCMS Financial Specialist by telephone if the enrolled child is absent for 3 days in a row without contact. The provider must contact your CCMS Financial Specialist by telephone if the enrolled child is absent for 5 days in a row with contact.

6. The CCMS will reimburse the child care provider after services are rendered. Providers will be reimbursed at the provider's published rate up to the maximum reimbursement rate established by Workforce Solutions for Tarrant County.

7. The provider must comply with applicable local/state licensing requirements:

- The provider must have a valid permit (provisional or permanent) in order to become a provider.
- A valid permit must be maintained at all times during this agreement.

8. The provider must have a valid agreement prior to receiving CCMS referred children and will only be paid for delivering child care services on or after the effective date and on or before the termination date of the agreement.

- This agreement must be signed and dated prior to or on the effective date of the agreement.
- A new agreement must be completed if the provider receives a new permit.
- The agreement may not cover, **any** period of time where the provider does not have a valid permit such as during the application phase that licensing allows.

9. This agreement authorizes the placement of CCMS children only in the specific facility at the specific location identified on this agreement.

- The provider may not transfer the provider agreement to any other entity, facility or location.
- The provider may not move CCMS referred children to another facility without the prior approval and consent of the CCMS contractor.
- The provider may submit bills only for authorized CCMS referred children under CCMS authorized conditions.
- The provider cannot accept any CCMS children that will place them over their DFPS capacity.

10. The provider must inform the CCMS contractor prior to changes in:
  - the name of the facility;
  - ownership, governing body or corporate status;
  - the contact person;
  - the location/address of the facility;
  - the conditions or status of the license or registration;
  - scheduled holidays;
  - hours of the program;
  - ages of the children served;
  - published rates and/or fees;
  - transportation policies; or
  - any other changes to child care services provided.

- The provider must inform the CCMS contractor immediately of any anticipated changes that will affect the terms of this agreement or the nature of the child care services provided.
- Depending upon the nature of the changes, the CCMS contractor will determine whether a new or amended agreement is required or if only updates to the CCMS Provider Data Worksheet
- **Failure to inform the CCMS contractor about any of these changes before their occurrence may result in adverse actions against the provider.**

11. If a provider or its staff are found to be in serious non-compliance with, seriously deficient by, or debarred from other State or Federal programs, the CCMS contractor shall terminate this Provider Agreement within thirty (30) days.
12. The provider will comply with Title VI of the Civil Rights Act of 1964: The Americans with Disabilities Act of 1990, the Health and Safety Code, (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 beliefs provided by federal and/or state funding, or otherwise be subjected to discrimination.  
  
The provider will not discriminate against children with disabilities. The provider also will not discriminate against children with AIDS. The provider will comply with the Health and Safety Code by adopting and implementing HIV/AIDS workplace guidelines for employees and clients; by providing educational programs for employees and clients; and by developing and implementing guidelines regarding confidentiality of HIV/AIDS related medical information for employees and clients served.
13. All providers must be treated fairly and equitably regardless of race, color, national origin, age, sex, disability, political beliefs, type of facility or religion. Parent choice will be honored in determining child care arrangements to the extent required by the funding source for the parent/child involved.
14. The provider will 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.
15. The provider must inform all appropriate provider staff of all relevant requirements in this agreement and the CCMS Provider Manual in order to maintain compliance.
16. It is the intention of both Provider and CCMS Contractor (Child Care Associates) that Provider shall at all times, be an independent contractor and not an agent or employee of CCA and this Agreement shall be construed in all respects to carry out that intent and purpose. Provider understands that CCA does not have the right or power to control how provider selects its employees, hires or fires or otherwise provides child care services; nor does CCA have the right to direct provider's actions in any way. Provider acknowledges and agrees that none of its agents or employees are entitled to wages or benefits from CCA, and Provider is fully responsible for the payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, Social Security and employment tax laws with respect to the conduct of its business. Provider is responsible for, and shall pay all costs for, conducting its business activities including, but not limited to, office space, equipment, vehicles, licenses, State and local fees.

Current regulated maximum reimbursement rates are as follows:

Age of children served	Licensed Centers/Camp		Licensed Child Care Homes		Registered Family Homes	
	Full-time	Part-time	Full-time	Part-time	Full-time	Part-time
Infant (0-17 months)	45.20	40.20	40.00	36.00	38.20	33.40
Toddler (18-35 months)	40.60	36.00	36.60	32.60	35.00	30.00
Preschool (3-5 years)	36.80	28.40	34.00	28.00	31.20	24.80
<b>TSR-Preschool Only</b>	<b>38.64</b>	<b>29.82</b>	<b>35.70</b>	<b>29.40</b>	<b>32.76</b>	<b>26.04</b>
School (6-13 years)	34.60	26.00	30.40	26.00	27.20	22.20

**BLENDED RATES:** Blends the full-time rate with the part-time rate over the school year. Part-time rate for 175 days + Full-time rate for 30 Days divided by the total number of days during the school session (205 days).

Maximum reimbursement blended rates during the school year are as follows:

Age of children	Licensed Centers/Camp	Licensed Child Care Homes	Registered Family Homes
Preschool (3-5 years)	29.63	28.88	25.74
<b>TSR-Preschool Only</b>	<b>31.11</b>	<b>30.32</b>	<b>27.02</b>
School (6-13 years)	27.26	26.64	22.93

Current TRS maximum reimbursement rates are as follows:

*Effective 10.1.20*

**2- star**

Age of children served	Licensed Centers/Camp		Licensed Child Care Homes		Registered Child Care Homes	
	Full-time	Part-time	Full-time	Part-time	Full-time	Part-time
Infant (0-17 months)	47.46	42.21	42.00	37.80	40.11	35.07
Toddler (18-35 months)	42.63	37.80	38.43	34.23	36.75	31.50
Preschool (3-5 years)	38.64	29.82	35.70	29.40	32.76	26.04
School (6-13 years)	36.33	27.30	31.92	27.30	28.56	23.31
Blended School-Age	28.62		27.98		24.08	

**3 star**

Age of children served	Licensed Centers/Camp		Licensed Child Care Homes		Registered Child Care Homes	
	Full-time	Part-time	Full-time	Part-time	Full-time	Part-time
Infant (0-17 months)	48.42	43.56	43.20	39.24	41.58	36.90
Toddler(18-35 months)	43.45	38.70	39.42	35.46	37.80	32.76
Preschool(3-5 years)	39.38	30.96	36.38	30.42	33.66	27.36
School (6-13 years)	37.08	28.44	32.94	28.44	29.70	24.84
Blended School-Age	29.70		29.10		25.55	

**4 star**

Age of children served	Licensed Centers/Camp		Licensed Child Care Homes		Registered Child Care Homes	
	Full-time	Part-time	Full-time	Part-time	Full-time	Part-time
Infant (0-17 months)	53.80	48.40	48.00	43.60	46.20	41.00
Toddler(18-35 months)	48.00	43.00	43.80	39.40	42.00	36.40
Preschool(3-5 years)	43.40	34.40	40.40	33.80	37.40	30.40
School (6-13 years)	41.20	31.60	36.60	31.60	33.00	27.60
Blended School-Age	33.00		32.33		28.39	

**PROVIDER AGREEMENT: As the authorized representative for this center/home. I certify that all information recorded in this provider agreement is true and correct to the best of my knowledge. I will comply with all of the requirements of this provider agreement, and the Provider Handbook, as such manual reads on this date, or as it is amended in the future.**

I have received, read, and understand the provider handbook and agree to abide by the Provider Manual described

within.....☐ YES

1. Name of Provider	4. Name of CCMS Contractor (if applicable) CHILD CARE ASSOCIATES
2. Name of Authorized Provider Representative	5. Name of CCMS/Workforce Solutions Authorized Representative
3. Title of Authorized Provider Representative	6. Title of CCMS/Workforce Solutions Authorized Representative

CCMS USE ONLY

7. Effective Date of Agreement
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Signature – Authorized Provider Representative	Date	Signature – CCMS/Workforce Solutions Authorized Representative
Date		

**Babel Notice:****Babel Notice in English**

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.

**Babel Notice in Spanish**

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.

**Babel Notice in Vietnamese**

Tài liệu này có thông tin quan trọng về các yêu cầu, quyền hạn, quyết định, và/hoặc trách nhiệm để sử dụng các dịch vụ của hệ thống nhân lực. Các dịch vụ trợ giúp ngôn ngữ, bao gồm thông dịch/chuyển ngữ tài liệu này, có sẵn miễn phí khi quý vị yêu cầu.