

Date of Review

**CHILD CARE SERVICES
PROVIDER AGREEMENT**

1. Provider No.	2. Provider Since (date)
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(To be completed by the child care contractor)

3. Facility Type <input type="checkbox"/> Registered Child Care Home <input type="checkbox"/> Licensed Child Care Home <input type="checkbox"/> Licensed Child Care Center <input type="checkbox"/> Licensed Camp				
4. Name of Facility			5. Telephone No. / Fax No.	
6. Address of Facility (Street, City, Zip)			7. County	
8. Facility Owner's Name		9. EIN/Social Security No.	10. Telephone No.	
11. Address of Owner (City, State, Zip)		12. E-Mail Address		
13. Mailing/Billing Address (City, State, Zip)				
14. Contact Person		15. Title	16. Telephone No.	
17. Other Authorized Provider Representative		18. Title	19. Telephone No.	
20. License #	21. Total Licensed Capacity	22. No. CCS Children Limited To	23. Licensed Age Range	24. Ages Served

A. Group Size					B. Child/Staff Ratio				
Infant	Toddler	Preschool	School-Age	Total (if applicable)	Infant	Toddler	Preschool	School-Age	Total (if applicable)

25. Period of Operation

A. Days	<input type="checkbox"/> Monday	<input type="checkbox"/> Tuesday	<input type="checkbox"/> Wednesday	<input type="checkbox"/> Thursday	<input type="checkbox"/> Friday	<input type="checkbox"/> Saturday	<input type="checkbox"/> Sunday
B. Hours	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
C. Months	<input type="checkbox"/> Full Year <input type="checkbox"/> Part Year <input type="checkbox"/> If Part Year, list months of operation:						

HOLIDAYS

26. Holidays - up to nine are reimbursable. Additional days will be counted as Unauthorized Holidays (U/H)
 The provider must inform the child care services regarding any changes to a scheduled holiday (authorized or unauthorized) before the change occurs. Parents must be notified of holiday schedule in advance. Holidays scheduled for each fiscal year will be updated each year on the Holiday Planner form mailed to you by CCS.

MEALS

27. Does the facility offer meals and snacks? Yes No
28. Does the facility participate in the Child Care Food Program? Yes No

COMPLETE THE FOLLOWING IF THIS PAGE HAS BEEN AMENDED			
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REIMBURSEMENT RATES: The provider agrees to be paid the following child care contractor reimbursement rates for providing child care services to child care contractor referred children. None of the contractor reimbursement rates exceed Board maximum rates.

ALL PROVIDER REIMBURSEMENT RATES, INCLUDING TRANSPORTATION AND INCLUSION ASSISTANCE RATES

PROVIDER REIMBURSEMENT RATES:	RATES				Indicate what methodology was used to determine your full time rates. <input type="checkbox"/> Blended Rates* <input type="checkbox"/> 30% Rates <input type="checkbox"/> Budget-Based Rates*
	30. Full		31. Part		
29. AGES SERVED	Provider's Rates*	Contractor's Rates**	Provider's Rates*	Contractor's Rates**	*Provider must keep file documentation showing how the rates were determined using a blended or budget-based methodology. The records of private pay parents will verify the 30% methodology. * The Provider's Rate is the provider's published rate plus any applicable fee(s) pro-rated to a daily rate. ** The Contractor's Rate is the reimbursement rate that the provider will actually be paid, except as noted under Transportation Rates and/or Board Allowable inclusion Assistance Rates.
INFANTS					
TODDLERS					
PRESCHOOL					
SCHOOL-AGE					

Board Allowable Inclusion Assistance Rates: The provider may also receive a child specific inclusion assistance rate if authorized by the child care contractor. The Board allowable inclusion rate is 190% of the child care contractor's reimbursement rate subject to the Board Maximum Rates for Inclusion Assistance.

*Attach Form 2419-A for child specific rate authorization

- 32. Registration Fee? Yes No Amount _____ Frequency _____
- 33. Supply Fee? Yes No Amount _____ Frequency _____
- 34. Transportation Fee? Yes No Amount _____ Frequency _____
- 35. Summer Activity Fee? Yes No Amount _____

TRANSPORTATION

36. Does the provider provide transportation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
37. What ages are transported?	<input type="checkbox"/> Infant <input type="checkbox"/> Toddler <input type="checkbox"/> Preschool <input type="checkbox"/> School-Age
38. List schools facility transports to/from (as of agreement date)	

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		⇒	⇒
			Signature-Contractor/Board Rep
			Date

INSURANCE INFORMATION

39. Name of Transportation Insurance Carrier	40. Expiration Date
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STAFF & FACILITY

41.	Does this facility have experience in caring for children with specific disabilities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, check all that apply: <input type="checkbox"/> Physical <input type="checkbox"/> Vision <input type="checkbox"/> Hearing <input type="checkbox"/> Speech <input type="checkbox"/> Mental Retardation <input type="checkbox"/> Learning <input type="checkbox"/> Emotional <input type="checkbox"/> Other (specify): _____			
42.	Facility Status	<input type="checkbox"/> TWC Texas Rising Star Provider	<input type="checkbox"/> TEEM
<input type="checkbox"/> Accredited (type and by whom): _____		<input type="checkbox"/> Texas School Ready	
43.	Facility Affiliation	<input type="checkbox"/> Religious	<input type="checkbox"/> University
<input type="checkbox"/> Other (specify): _____		<input type="checkbox"/> Elementary/Secondary School	<input type="checkbox"/> Public Agency

44. Part Week/Full Week (check only one)

Yes, I am willing to accept part week enrollees from CCS.
(Provider is paid only for the days enrolled.)

No, I prefer not to accept part week enrollees from CCS.

45. Part Day/Full Day (check only one)

Yes, I am willing to accept part-day enrollees from CCS

No, I prefer not to accept part-day enrollees from CCS

Please make any exceptions here: _____

46. After School Program?

Yes No

47. School Age All Day Summer Program?

Yes No

48. Payment method (check only one)

Number of monthly payments preferred: 1 or 2

49. Billing Method (check only one)

E-Vision (electronic) Hard Copy (paper)

If CCS client is scheduled over 12 hrs. per day, this is considered part time and full time. However, this must be authorized by CCS and included on Form 2450 and the Form 2455 must have a place for both full time and part time.

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		⇒	⇒

MUTUAL AGREEMENTS

The child care contractor* and the provider (center/home), herein referred to as provider**, agree to abide by the following terms of the Provider Agreement, herein referred to as Agreement:

1. The provider agrees to abide by all of the policies and procedures set by the child care contractor. If the provider fails to provide child care services as described in the agreement (and the child care provider manual) the child care contractor may terminate this agreement immediately. The notice of termination must be written. The child care contractor may also refuse to pay claims for reimbursement if required services or procedures are not followed or provided.
2. Either party may end this agreement immediately if the parties are unable or unwilling to make amendments to the 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 TWC 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 four years.

3. This agreement may be canceled by mutual consent. If such mutual consent cannot be attained, the provider or child care 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 and 11.
4. Where appropriate, the provider will comply with state law and Child Care Licensing Standards and provide proof of liability insurance or a waiver, and provide proof of commercial transportation insurance if transporting children.
5. 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 child care contractor to receive additional reimbursement only for individual children that the child care contractor and provider agree need extra adult assistance.

The provider will make no additional charges to child care contractor referred parents for any difference between the published rate and the 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.

6. The provider must comply with applicable local/state licensing and registration requirements.
 - The provider must have a valid license (provisional or permanent) or registration in order to become a provider.
 - The license or registration must be maintained at all times during this agreement.
7. The provider must have a valid agreement prior to receiving child care contractor 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 license.
 - The agreement may not cover **any** period of time where the provider does not have a valid license or registration such as during the application phase that licensing allows.

*For child care contractor owned facilities, substitute Board for child care contractor.

**For child care contractor owned facilities, substitute child care contractor facility for provider.

8. This agreement authorizes the placement of child care contractor referred 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 child care contractor referred children to another facility without the prior approval and consent of the child care contractor.
 - The provider may submit bills only for authorized child care contractor referred children under child care contractor authorized conditions.

MUTUAL AGREEMENTS (continued)

9. The provider must inform the child care 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;
 - any other changes to child care services provided.
- Depending upon the nature of the changes, the child care contractor will determine whether a new or amended agreement is required.
 - **Failure to inform the child care contractor about any of these changes before their occurrence may result in adverse actions against the provider.**
10. Child Care Contractor Adverse actions against the provider include but are not limited to:
- suspension, termination, or non-renewal of the agreement;
 - the closing of intake;
 - removal of the child care contractor referred children;
 - temporary withholding of payments;
 - non-payment for child care services delivered; and
 - recoupment of funds paid to the provider.
 - The child care contractor will terminate this agreement if:
 - the provider loses its license or registration status;
 - the provider is not insured as required or has a waiver from the Texas Department of Family and Protective Services
 - The child care contractor may terminate this agreement if:
 - serious corrective or adverse action(s) are taken by the state licensing agency;
 - there are continued non-compliances with state or local licensing agency;
 - there are continued non-compliances with provider requirements; or
 - an owner or employee of the provider is convicted of fraud.
 - The provider will not receive payment for any child care services provided during any time period not covered by:
 - a current license or registration;
 - a current agreement.
 - The provider also will not receive payment for any child care services provided for any child on any day that the number of children attending exceeds the licensed/registered capacity of the facility.
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 child care contractor shall terminate this Provider Agreement within thirty (30) days.
12. All providers must be treated fairly and equitable 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.
13. The provider 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)
 - Title III of the Americans with Disabilities Act
 - The Human and Safety Code Section 85.113 by adopting and implementing HIV/AIDS workplace guidelines for employees and clients; by developing 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.

MUTUAL AGREEMENTS (continued)

- 45 CFR (Combined Federal Regulations) 98.20, 98.46 and 98.47
- All federal and state child care statutes
- Title 40, Chapter 73, of the Texas Administrative Code (TAC)
- 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 7, 1987, who will perform any labor services under this agreement
- All amendments to each and all requirements imposed by the regulations issued pursuant to these acts

14. The Provider Will Not:

- Discriminate against children with disabilities
- Discriminate against children with HIV/AIDS
- Share any information concerning a client, parent and/or child(ren) with any other agency besides the CVWDB and its CCS contractor without the parent's prior **written permission**

15. These provide, in part, 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

16. The provider must inform all appropriate staff of all relevant requirements in this agreement and the Provider Manual in order to maintain compliance.

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, or as it is amended in the future.

I understand and agree to abide by the rules and procedures described within

..... Yes No

1. Name of Provider
2. Name of Authorized Provider Representative
3. Title of Authorized Provider Representative

4. Name of Child Care Contractor (if applicable)
5. Name of Child Care Contractor/Board Authorized Representative
6. Title of Child Care Contractor/Board Authorized Representative

7. Effective Date of Agreement

8. Termination Date of Agreement

Signature-Authorized Provider Representative

Date

Signature-Child Care Services/Board Authorized Representative

Date