

# REGULATED VENDOR AGREEMENT AND RATE SCHEDULE

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| --- | --- | --- |
| License / Registration No. | **Effective Date:** | **Termination Date:** |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Type of Facility  Licensed Child Care Center / Camp Licensed Child Care Home  Registered Child Care Family Home | | | | | | | | |
| Enhanced Rate Type  TRS 4 Star  TRS 3 Star  TRS 2 Star  Texas School Ready  Not Applicable | | | | | | | | |
| Name of Facility | | | | | | | EIN/Social Security No. | |
| Address of Facility (Street, City, State, Zip) | | | | | | |  | |
| Mailing/Billing Address (Street, City, State, Zip) | | | | | | |  | |
| Facility Owner’s Name | | | Owner’s Address (Not business) | | | | Telephone No. | |
| Authorized Representative 1 | | | Authorized Rep’s E-mail Address | | | | Telephone No. | |
| Authorized Representative 2 | | | Authorized Rep’s E-mail Address | | | | Telephone No. | |
|  | Workforce Solutions Rate\* | | | | Vendor’s Published Rate\*\* | | | |
| Ages Served | Full-Time (6-12 hours) | Part-Time (0-6 hours) | | **Blended** | Full-Time (6-12 hours) | Part-Time (0-6 hours) | | Blended |
| Infant  (0 – 17 months) | $ | $ | |  | $ | $ | |  |
| Toddler  (18 – 35 months) | $ | $ | | $ | $ | |
| Preschooler  (3 – 5 years) | $ | $ | | $ | $ | $ | | $ |
| School-ager  (6 – 12 years) | $ | $ | | $ | $ | $ | | $ |

\*Workforce Solutions Rate is the rate the vendor will be paid, except as noted under Transportation and/or Inclusion Assistance Rate.

\*\*The Vendor's Published Rate is the vendor's published rate plus any application/membership fee(s), transportation and/or activity fee(s) pro-rated to a daily rate. The vendor will be paid the lower of this rate or Workforce Solutions’ maximum rate.

**\*\*\*** **All rate increases will take effect the following month after a signed contract is received by** **Workforce Solutions.**

Transportation Rates: Does the vendor provide transportation?  Yes  No

If yes, is the transportation rate included in the vendor’s published rate?  Yes  No, it's a separate rate.

|  |
| --- |
| Daily Transportation Rate: |

**REIMBURSEMENT TERMS**

**A. REPORTING ATTENDANCE**: Regulated child care vendors are not required to report attendance; however, vendors are required to:

* Report a child as absent using Vendor Connection when the child has five (5) consecutive days of absences.

Example: A child is absent Thursday and Friday of one week and then Monday, Tuesday, and Wednesday of the next week. This means this child has five consecutive days of absences. The provider must report the five absences no later than the next workday.

* Report to Workforce Solutions if a child(ren) doesn’t start attending your facility by the fifth (5th) day after authorization.
* Each vendor report will count towards a child’s 40 absences limit in a 12-month eligibility period. Child care terminations will occur when a child has eight vendor reports.
* five consecutive day absences = one vendor report
* eight vendor reports = 40 absence limit

**Vendor policies must address attendance requirements and reporting procedures for parents receiving child care.**

**B. REIMBURSEMENT**: Workforce Solutions will pay regulated child care vendors according to the executed vendor rate schedule within the dates a parent is eligible for financial aid, and according to the following requirements:

1. **Workforce Solutions will pay** a vendor for each day the child is present.
2. **Workforce Solutions will also pay** a vendor for days the child is counted as absent, which is subject to an annual limit of 40. The vendor must report five (5) consecutive absences to the Financial Aid Payment Office.
3. **Workforce Solutions will pay** a vendor up to nine holidays per calendar year. To keep parents from being penalized against their annual limit, vendors must record all holidays (paid and unpaid) and any changes to the holidays in advance. Annual holidays for the upcoming year must be recorded no later than November 30th of the current year.

**Workforce Solutions is obligated to divert a vendor’s reimbursement funds in the event that it receives an appropriate request to do so by a court of competent jurisdiction, the Internal Revenue Service (IRS), the Texas Workforce Commission (TWC), or a lender that has complied with the requirements of the Uniform Commercial Code. If any reimbursement funds are so diverted, Workforce Solutions will notify the vendor by mail.**

**C. VENDOR RESPONSIBILITIES:** Vendors are responsible for ensuring amounts charged to Workforce Solutions for child care are:

* not more than the amount charged by the vendor to private pay customers;
* based on child care services that were authorized and provided;
* not based on information that is false or fraudulent;
* not based on child care services provided when the parent or child was not eligible for services.

**Vendors must receive a completed Form 2450 prior to allowing children to start care at their facility.**

**If a parent withdraws the child from care at the facility, the vendor must notify us immediately.**

**Vendors are responsible for adhering to all rules, policies, and procedures in this agreement and in the Vendor Handbook.**

**D. PERSONAL IDENTIFIABLE INFORMATION:** Vendors have a responsibility to ensure customer’s personal identifiable information (PII) is kept confidential. PII is information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information, that is linked or linkable to a specific individual. Examples of PII include but are not limited to: SSN, address, home phone numbers, birthdates, medical information, financial information, and computer passwords. Measures should be taken to ensure PII is kept confidential and unauthorized individuals cannot access or view PII in print or electronic form. Vendors are also prohibited from using customer’s PII information to transact business without prior approval from customers. Vendors cannot falsely present themselves as the customers to obtain information, get or extend a service, or for any type of financial gain. Failure to abide by PII standards could result in corrective action or contract termination.

**E. CORRECTIVE ACTION:** Workforce Solutions will take the following corrective actions when a vendor does not accurately report attendance or does not meet its vendor responsibilities. The steps described below are a guide. Depending on the severity of the violation, Workforce Solutions may immediately terminate this vendor agreement.

**First Offense:**

Workforce Solutions will inform the vendor of the violation and initiate a Service Improvement Agreement. If the vendor’s action is determined to be fraud, Workforce Solutions may cancel the vendor’s agreement.

**Second Offense:**

Workforce Solutions may stop new referrals to the vendor for a minimum of 90 days. If the vendor’s action is determined to be fraud, Workforce Solutions may cancel the vendor’s agreement.

**Third Offense:**

Workforce Solutions will terminate the vendor’s agreement.

Announced and unannounced site visits may be conducted to ensure vendors comply with policies and procedures in this agreement and the Vendor Handbook.

**F. REIMBURSEMENT RATES:**  All vendors will be reimbursed for services rendered at the vendor’s published rate up to the maximum reimbursement rate established by Workforce Solutions. Vendors will not be reimbursed at a rate higher than their published rate for the age of the child receiving child care financial aid. Vendors will be reimbursed a blended rate for school-age children during the normal school year including school holidays and teacher in-service days. Vendors will be reimbursed for school-age children according to the referral during the summer months. The vendor may also receive a child specific inclusion assistance rate if authorized by Workforce Solutions. The allowable inclusion rate is 190% of Workforce Solutions reimbursement rate subject to the established maximum rates.

Beginning October 1, 2020 Workforce Solutions’ maximum reimbursement rates for **Regulated Vendors** are as follows:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Age of children served | Licensed Centers | | | Licensed Child Care Homes | | | Registered Child Care Homes | | |
| Full-time | Part-time | Blended | Full-time | Part-time | Blended | Full-time | Part-time | Blended |
| Infant (0-17 months) | $33.57 | $27.62 |  | $27.16 | $23.59 |  | $26.28 | $22.22 |  |
| Toddler (18-35 months) | $28.91 | $25.06 | $25.41 | $22.07 | $24.65 | $21.61 |
| Preschooler (3-5 years) | $26.37 | $18.97 | $20.05 | $23.48 | $19.10 | $19.74 | $22.50 | $16.87 | $17.69 |
| School-ager (6-12 years) | $24.60 | $16.90 | $18.03 | $21.26 | $16.39 | $17.10 | $19.17 | $13.67 | $15.03 |

Beginning October 1, 2020 Workforce Solutions’ maximum reimbursement rates for **Texas School Ready (only)** **Vendors** are as follows:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Age of children served | Licensed Centers | | | Licensed Child Care Homes | | | Registered Child Care Homes | | |
| Full-time | Part-time | Blended | Full-time | Part-time | Blended | Full-time | Part-time | Blended |
| Infant (0-17 months) | $33.57 | $27.62 |  | $27.16 | $23.59 |  | $26.28 | $22.22 |  |
| Toddler (18-35 months) | $28.91 | $25.06 | $25.41 | $22.07 | $24.65 | $21.61 |
| Preschooler (3-5 years) | $27.69 | $19.92 | $21.06 | $24.66 | $20.06 | $20.73 | $23.63 | $17.72 | $18.58 |
| School-ager (6-12 years) | $24.60 | $16.90 | $18.03 | $21.26 | $16.39 | $17.10 | $19.17 | $14.32 | $15.03 |

Beginning October 1, 2020 Workforce Solutions’ maximum reimbursement rates for **Texas Rising Star Vendors (2-Star)** are as follows:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Age of children served | Licensed Centers | | | Licensed Child Care Homes | | | Registered Child Care Homes | | |
| Full-time | Part-time | Blended | Full-time | Part-time | Blended | Full-time | Part-time | Blended |
| Infant (0-17 months) | $35.32 | $31.36 |  | $30.93 | $27.47 |  | $29.78 | $26.14 |  |
| Toddler (18-35 months) | $32.60 | $28.90 | $28.75 | $26.01 | $28.21 | $24.66 |
| Preschooler (3-5 years) | $30.17 | $22.95 | $24.01 | $27.38 | $23.08 | $23.71 | $26.42 | $20.86 | $21.67 |
| School-ager (6-12 years) | $28.46 | $20.89 | $22.00 | $25.20 | $20.38 | $21.09 | $23.15 | $18.29 | $19.00 |

Beginning October 1, 2020 Workforce Solutions’ maximum reimbursement rates for **Texas Rising Star Vendors (3-Star)** are as follows:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Age of children served | Licensed Centers | | | Licensed Child Care Homes | | | Registered Child Care Homes | | |
| Full-time | Part-time | Blended | Full-time | Part-time | Blended | Full-time | Part-time | Blended |
| Infant (0-17 months) | $39.24 | $34.84 |  | $34.36 | $30.52 |  | $33.08 | $29.04 |  |
| Toddler (18-35 months) | $36.22 | $32.11 | $31.94 | $28.89 | $31.34 | $27.39 |
| Preschooler (3-5 years) | $33.52 | $25.49 | $26.67 | $30.42 | $25.64 | $26.34 | $29.35 | $23.17 | $24.07 |
| School-ager (6-12 years) | $31.62 | $23.21 | $24.44 | $28.00 | $22.64 | $23.42 | $25.72 | $20.32 | $21.11 |

Beginning October 1, 2020 Workforce Solutions’ maximum reimbursement rates for **Texas Rising Star Vendors (4-Star)** are as follows:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Age of children served | Licensed Centers | | | Licensed Child Care Homes | | | Registered Child Care Homes | | |
| Full-time | Part-time | Blended | Full-time | Part-time | Blended | Full-time | Part-time | Blended |
| Infant (0-17 months) | $43.60 | $38.71 |  | $38.17 | $33.91 |  | $36.75 | $32.26 |  |
| Toddler (18-35 months) | $40.24 | $35.67 | $35.48 | $32.09 | $34.82 | $30.43 |
| Preschooler (3-5 years) | $37.24 | $28.32 | $29.63 | $33.79 | $28.48 | $29.26 | $32.61 | $25.74 | $26.75 |
| School-ager (6-12 years) | $35.13 | $25.78 | $27.15 | $31.11 | $25.15 | $26.02 | $28.57 | $22.57 | $23.45 |

**G. PARENT SHARE OF COST:** The Parent Share of Cost will be deducted from the vendor’s reimbursement. It is the vendor’s responsibility to collect the Parent Share of Cost before rendering services and informing Workforce Solutions of any non-payments.The vendor must report to Workforce Solutions the parent failed to pay the Parent Share of Cost by the last working day of the month the Parent Share of Cost was due. Workforce Solutions will not take any action regarding the nonpayment of the Parent Share of Cost if the vendor does not report the nonpayment timely.

Vendor’s policies must address Parent Share of Cost requirements.

**H. RECEIVING REIMBURSEMENT:** Requests for reimbursement are processed in accordance with the schedule published by Workforce Solutions. The vendor is paid through the Workforce Solutions Electronic Payment System using a Workforce Solutions Debit Card or direct deposit according to policies published by Workforce Solutions. To receive reimbursement, the vendor must keep Workforce Solutions informed of updated contact and depository information including a valid e-mail address.

1. **CONTACT INFORMATION:** Vendor questions may be answered by consulting the Workforce Solutions Vendor Handbook at [www.wrksolutions.com](http://www.wrksolutions.com), by calling 1-888-469-JOBS (5627) and selecting the child care option (Option 2), or by submitting a question through the [Vendor Connection](https://ccvendorportal.wrksolutions.com/ccvendorportal/vendor/default.aspx) portal.

**J. WORKFORCE SOLUTIONS RIGHTS: Workforce Solutions reserves the right to:**

* deny renewal or terminate an existing vendor rate schedule,
* refuse to initiate a new vendor rate schedule,
* discontinue referring Workforce Solutions customers to a vendor who is found to have committed repeated violations of Workforce Solutions policies including but not limited to:

1. misrepresenting information or presenting information that is untrue to Workforce Solutions staff or customers,
2. failing to report changes regarding vendor status, or
3. submitting false, misleading, or inaccurate claims for payment,

* refuse payment for subsidies for a child at licensed child care centers, including before- or after-school programs and school-age programs, in which the parent or his or her spouse, including child’s parent or stepparent, is the director or assistant director, or has an ownership interest; or licensed, registered home where the parent also works during the hours his or her child is in care (with the exception of children placed under protective services by DFPS),
* withhold and/or deny payment if a vendor fails to report to Workforce Solutions within three (3) days of receiving the authorization any discrepancies between the authorization and the referral and/or.
* recover funds from a vendor through withholding future payments or requiring a vendor to return funds to Workforce Solutions directly.

**Attestation**

I, the undersigned child care vendor, attest that the information provided above is true and accurate; and by signing this form acknowledge:

1. The information above is not misrepresented or untrue and that vendor will inform Workforce Solutions if any of the information changes, and that failure to report these changes may be grounds for non-payment and the removal of all children receiving Workforce Solutions funding.
2. The vendor rate listed above is not higher than the rate charged to your private pay customers.
3. If vendor or vendor’s facility is placed on Corrective or Adverse Action by Child Care Licensing or is found to be in non-compliance with, seriously deficient by, or debarred from other State or Federal programs, Workforce Solutions will notify existing customers of their option to transfer to another vendor, and may further:
4. halt new enrollments of Workforce Solutions funded children at vendor,
5. immediately remove all children funded by Workforce Solutions from vendor’s facility, and/or
6. refuse payment for services delivered.

**4)** Vendor or vendor’s employees or agents submit false claims for payment, Workforce Solutions reserves the right to recover funds from vendor through withholding future payments or requiring vendor to return funds to Workforce Solutions directly.

**5)** Vendor is not an employee or independent contractor of Workforce Solutions or any of its corporate affiliates or contractors.

**6)** Nothing herein constitutes an endorsement by Workforce Solutions and vendor may not use “Workforce Solutions” or the name of any of its corporate affiliates or contractors on signs, posters, or other promotional materials.

1. To be reimbursed, vendor must abide by the reimbursement terms on this form.
2. Vendor cannot charge fees to a parent receiving child care subsidies that are not charged to parents who are not receiving subsidies.
3. Vendor is prohibited from charging Workforce Solutions’ customers the difference between the vendor’s published rates and the negotiated Workforce Solutions Rate which is reflected on the Vendor Rate Schedule.
4. Vendor cannot deny a child care 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.
5. Vendor 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), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. Vendor 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 benefit provided by federal and/or state funding, or otherwise be subjected to discrimination. Vendor will not discriminate against children with disabilities or AIDS.
6. Vendor agrees to comply with applicable local and state licensing and registration requirements, the policies and procedures of Workforce Solutions as well as the requirements of the Texas Rising Star or Texas School Ready programs when acceptable.
7. Vendor agrees to comply with all Workforce Solutions policies as listed in this agreement and the Vendor Handbook.

**Workforce Solutions will take appropriate action against anyone who knowingly and intentionally obtains funds through misrepresentation or fraud, including filing criminal charges with the appropriate authorities.**

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Name: Vendor Owner / Authorized Representative Name: Workforce Solutions Authorized Representative

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Signature: Vendor Owner/Representative Date Signature: Workforce Solutions Representative DatWorkforce Solutionse