



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 6/10/25

Item Title: Workforce Solutions Cameron X Action  
Child Care Services Provider Information  
Agreement Changes Discussion

## **BACKGROUND:**

Lincoln Park High School Day Care has a contract with Workforce Solutions Cameron that was previously Board Approved on 9/5/2023 to get reimbursement if the funding is available. Reimbursement funds will be subject to the number of students that qualify for services and comply with newly updated program guidelines as reported in the required updated platform. Please find attached the agreements for your review. There are two sets: The first one is effective 1/13/2025 when CCS changed to a new system. The second one is effective 3/28/2025 when the reporting requirements changed. You can find this on page 3 of the agreement. Changes Include, in cases where a child does not attend for 5 consecutive days regardless of reason, providers must submit a discontinue form. If a child never starts care, we must notify CCS by the 5th business day using the Discontinue Form. Failing to report this information may have consequences affecting our future enrollments.

## **FISCAL IMPLICATIONS:**

Local Revenues: Reimbursement up to \$80,000.00

## **RECOMMENDATION:**

Recommend approval to update the existing Workforce Solutions Cameron/Texas Rising Star Provider agreement for Brownsville Independent School District to receive the reimbursement funds of up to \$80,000.00 for Daycare Services at Lincoln Park High School.

Sara M. Garza/Nancy Marroquin  
Submitted by: Principal/Program Director

Rose E. Longoria  
Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas  
Reviewed by: Staff Attorney

Beatriz Hernandez  
Approved by: Chief Officer

Approved for Submission to Board of Education:

Dr. Jesus H. Chavez, Superintendent

## Roxanne Eckstein

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Tuesday, May 20, 2025 4:42 PM  
**To:** Roxanne Eckstein; Lea Ohrstrom  
**Cc:** Miguel Salinas; Minerva Almanza  
**Subject:** Re: MOU Workforce Solutions Cameron Child Care Services Provider Agreement

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Approved as to form.

Sincerely,  
Priscilla

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**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Tuesday, May 20, 2025 3:19 PM  
**To:** Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>  
**Cc:** Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>  
**Subject:** MOU Workforce Solutions Cameron Child Care Services Provider Agreement

Ms. Lozano,

Please see the attached for your review and approval for the June board meeting.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*



AN EARLY COLLEGE DISTRICT  
**BROWNSVILLE**  
INDEPENDENT SCHOOL DISTRICT

**Roxanne Eckstein**

*Paralegal  
Staff Attorney Office*

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Office: (956) 698-6379 • Fax: (956) 714-6400  
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**Roxanne Eckstein | Paralegal to Miguel Salinas & Administrative Support | Staff Attorney |  
Chief Academic Officer | Chief Operations Officer | Phone: 956.698.6379 | Fax: 956.714.6400  
Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

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### Child Care Services Provider Agreement

Child Care Regulation Licensing No:416309		EIN/Social Security No:746000418	
Name of Facility:Lincoln Park School			
Type of Facility:	<input checked="" type="checkbox"/> Licensed Center	<input type="checkbox"/> Licensed Home	<input type="checkbox"/> Registered Home
		<input type="checkbox"/> Military	
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):7 Orange St Brownsville TX 78521			
Address of Facility (continued):			
Facility Phone Number:956-698-0612		Facility Email:nmarroquin@bisd.us	
Mailing/Billing Address (Street, City, State, ZIP):7 Orange St Brownsville TX 78521			
Contact Person:Nancy Marroquin		Title:Director	
Contact Person Phone Number:956-698-0612		Contact Person Email:nmarroquin@bisd.us	

### ACKNOWLEDGMENTS

The Child Care Services (CCS) contractor for Workforce Solutions Cameron , 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 9 paid holidays/preplanned closures during each calendar year. Planned closures that exceed the number allowed by the Board will not be paid.

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 non-payments to the Contractor within by the 5th calendar day of the following 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.
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 Cameron; and
  - report discrepancies in a child's authorization for care and TWC's automated attendance system within five days of receiving the authorization to [ccservices@wfscameron.org](mailto:ccservices@wfscameron.org).
  - In all cases when parent has notified provider that they will no longer be attending care regardless of reason, provider must submit a Discontinue within 5 business days using Formstack.
  - In cases where a child does not attend for 5 consecutive days regardless of reason, providers must submit a discontinue form.
  - If a child never starts care, you **MUST** notify CCS by the 5th business day using the Discontinue form on Formstack. Failing to report this information may have consequences affecting your future enrollments.
  - The Provider agrees to abide by the requirements outlined in the Provider Child Care Automated Attendance System Agreement.

***Note: For all inquiries and questions on reporting requirements, please contact Contract/Compliance Specialist, at 956-546-314 Extension 4279.***

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 by 5th Calendar Day of the following month.
18. **NOTICE OF PROVIDER CHANGES.** The Provider must inform the Contractor in advance of the following changes within 5 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
- Ages of the children served
- Transportation Policies
- Liability Insurance Coverage
- Hours of operation
- Any other changes to child care services provided

19. **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

20. The Provider will not be entitled to payment until requirements to be a Provider are met and a new Agreement is signed.

21. **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**

22. **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.

23. **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.

24. If the Provider elects **not** to receive mentoring, the Provider may contact Workforce Solutions Cameron 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.

25. **STAR-LEVEL CERTIFICATION.** Once certified as Two-, Three-, or Four-Star, the Provider agrees to continue to comply with the Texas Rising Star Guidelines.

26. **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.

27. **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.
28. 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**

29. **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.
30. **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.
31. **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**

32. **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.
33. **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.
34. **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\(a\)](#)
35. **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**

36. **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.
37. **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.
38. **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 Cameron in accordance with TWC rules and Board procedures:
39. **INDEMNITY:** To the extent authorized by the constitution and laws of the state of Texas, The provider shall defend, indemnify, release and hold harmless Contractor from and against any claims, suits, actions, losses, damages, expenses or liabilities, including reasonable legal fees, brought against Contractor for Provider's1)





negligence, gross negligence, or willful misconduct, 2) breach of law, or 3) breach of any obligations under this Agreement.

40. **INSURANCE:** Provider will maintain the following insurance during the term of this Agreement. Provider's insurance shall be written for no less than the following amounts: (1) commercial automobile insurance - \$500,000 per occurrence; (2) commercial general liability (including applicable following form umbrella insurance) - \$1,000,000 per occurrence; and (3) workers compensation insurance at Statutory limits.
41. **ASSIGNMENT:** Provider may not sell, assign, or in any manner transfer this Agreement or any of its rights or duties hereunder without first obtaining the written consent of Contractor. Any attempt to do so shall be null and void ab initio.

**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: Dr. Jesus H Chavez

Name: Gilbert Lopez

Title: Superintendent

Title: Finance Manager

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



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

Date: 1/13/2025

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

**Office Staff Only**

Agreement Effective Date: 1/13/2025-9/30/2025

## Child Care Services Provider Rate Addendum

**Provider Name:** Lincoln Park School

**Licensing #:**416309

**Contact Name:**Nancy Marroquin

**Location:** 7 Orange St Brownsville TX 78521

**Email:** nmarroquin@bisd.us

**Phone #:** 956-698-0612

**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	\$ 44.00	\$ 41.00
12–17 months	\$ 44.00	\$ 41.00
18–23 months	\$ 41.00	\$ 38.00
2 years	\$ 41.00	\$ 38.00
3 years	\$ N/A	\$ N/A
4 years	\$ N/A	\$ N/A
5 years	\$ N/A	\$ N/A
6 years and older	\$ N/A	\$ N/A

\* 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: Workforce Solutions Cameron.

**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 1/13/2025, which is the next payment cycle start date.

**Authorized Provider Signature:**

*Nancy Marroquin*

**Date:**

1/13/2025

# Board Contract Year 2025 Child Care Provider Payment Rates - Effective December 9, 2024

Provider Type	Provider Rating	0 months - 11 months FT	0 months - 11 months PT	12 months - 17 months FT	12 months - 17 months PT	18 months - 23 months FT	18 months - 23 months PT	2 years FT	2 years PT	3 years FT	3 years PT	4 years FT	4 years PT	5 years FT	5 years PT	6 - 13 FT	6-13 PT
LCCC	Reg	\$39.80	\$37.27	\$39.80	\$37.27	\$38.00	\$34.80	\$37.40	\$34.50	\$36.60	\$31.80	\$36.20	\$31.20	\$35.40	\$31.13	\$35.00	\$30.40
LCCC	TRS2	\$41.80	\$39.14	\$41.80	\$39.14	\$39.91	\$36.55	\$39.28	\$36.23	\$38.44	\$33.40	\$38.02	\$32.77	\$37.18	\$32.69	\$36.76	\$31.93
LCCC	TRS3	\$42.65	\$39.93	\$42.65	\$39.93	\$40.72	\$37.29	\$40.07	\$36.96	\$39.22	\$34.08	\$38.79	\$33.43	\$37.93	\$33.35	\$37.50	\$32.58
LCCC	TRS4	\$43.51	\$40.74	\$43.51	\$40.74	\$41.54	\$38.04	\$40.88	\$37.71	\$40.01	\$34.77	\$39.57	\$34.11	\$38.70	\$34.03	\$38.26	\$33.24
LCCC	TSR	\$41.80	\$39.14	\$41.80	\$39.14	\$39.91	\$36.55	\$39.28	\$36.23	\$38.44	\$33.40	\$38.02	\$32.77	\$37.18	\$32.69	\$36.76	\$31.93
LCCH	Reg	\$39.00	\$33.30	\$39.00	\$35.00	\$35.80	\$33.00	\$36.20	\$33.00	\$35.60	\$31.40	\$35.20	\$31.13	\$34.80	\$31.13	\$33.60	\$31.00
LCCH	TRS2	\$40.96	\$34.97	\$40.96	\$36.76	\$37.60	\$34.66	\$38.02	\$34.66	\$37.39	\$32.98	\$36.97	\$32.69	\$36.55	\$32.69	\$35.29	\$32.56
LCCH	TRS3	\$41.79	\$35.68	\$41.79	\$37.50	\$38.36	\$35.36	\$38.79	\$35.36	\$38.15	\$33.65	\$37.72	\$33.35	\$37.29	\$33.35	\$36.00	\$33.22
LCCH	TRS4	\$42.63	\$36.40	\$42.63	\$38.26	\$39.14	\$36.08	\$39.57	\$36.08	\$38.92	\$34.33	\$38.48	\$34.03	\$38.04	\$34.03	\$36.73	\$33.89
LCCH	TSR	\$40.96	\$34.97	\$40.96	\$36.76	\$37.60	\$34.66	\$38.02	\$34.66	\$37.39	\$32.98	\$36.97	\$32.69	\$36.55	\$32.69	\$35.29	\$32.56
RCCH	Reg	\$39.00	\$32.00	\$39.00	\$34.20	\$34.80	\$31.40	\$34.80	\$32.00	\$34.20	\$29.80	\$33.60	\$29.80	\$33.60	\$30.00	\$32.00	\$28.80
RCCH	TRS2	\$40.96	\$33.61	\$40.96	\$35.92	\$36.55	\$32.98	\$36.55	\$33.61	\$35.92	\$31.30	\$35.29	\$31.30	\$35.29	\$31.51	\$33.61	\$30.25
RCCH	TRS3	\$41.79	\$34.29	\$41.79	\$36.65	\$37.29	\$33.65	\$37.29	\$34.29	\$36.65	\$31.93	\$36.00	\$31.93	\$36.00	\$32.15	\$34.29	\$30.86
RCCH	TRS4	\$42.63	\$34.98	\$42.63	\$37.39	\$38.04	\$34.33	\$38.04	\$34.98	\$37.39	\$32.58	\$36.73	\$32.58	\$36.73	\$32.80	\$34.98	\$31.49
RCCH	TSR	\$40.96	\$33.61	\$40.96	\$35.92	\$36.55	\$32.98	\$36.55	\$33.61	\$35.92	\$31.30	\$35.29	\$31.30	\$35.29	\$31.51	\$33.61	\$30.25

LCCC = Licensed child care center  
 LCCH = Licensed child care home  
 RCCH = Registered child care home  
 TRS = Texas Rising Star  
 TSR = Texas School Ready  
 FT = Full time  
 PT = Part time

Authorized Provider Signature: Mary Mayfield Date: 1/13/2025



## PROVIDERS PUBLISHED RATE FORM

DAYCARE NAME: Lincoln Park School  
 LICENSE NO: 416309  
 ADDRESS: 7 Orange St Brownsville TX 78521  
 OWNER/DIRECTOR: Nancy Marroquin  
 PHONE NUMBER: 956-698-0612

TRANSPORTATION RATE: ☐ Y/ ☒ N WEEKLY: \$ 0.00 REGISTRATION FEE: \$ 0.00 SUPPLY FEE: \$ 000

DAYS OF OPERATION: Monday - Friday

HOURS OF OPERATION: 8:00am-4:00pm

CHOOSE 9 HOLIDAYS: 9/2/2024 10/14/2024 11/25/2024 11/26/2024 11/27/2024

11/28/2024 11/29/2024 12/20/2024 12/21/2024

*These dates will be logged in TWIST. If you need to change a pre-set date, please notify (in writing) two weeks prior to set date.*

Ages Served	Full Time Daily Rates	Part Time Daily Rates	Application/Registration Fees	Applicable Supply Fees
0-11 months	\$44.00	\$41.00	\$ -	\$ -
12-17 months	\$44.00	\$41.00	-	-
18-23 months	\$41.00	\$38.00	-	-
2 years	\$41.00	\$38.00	-	-
3 years	\$N/A	\$N/A	-	-
4 years	\$N/A	\$N/A	-	-
5 years	\$N/A	\$N/A	-	-
6 years and older	\$N/A	\$N/A	-	-

### DETERMINING THE PROVIDER'S PUBLISHED DAILY RATE:

Providers must determine their published daily rate by taking the provider's published weekly rate, any application/registration fees, any applicable supply fees and the provider's transportation rate (if separate from the provider's published rate) and prorating them into a daily rate. If the provider's published rates are to be amended, a 30-day notice must be given to WFS-CCM in order to make appropriate changes for payment.

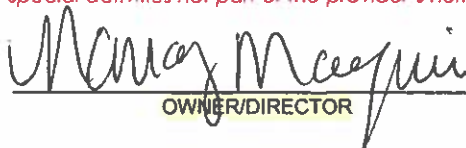
**Per Example: \$90.00 weekly fee for infants with a \$25.00 enrollment fee**

**\$90.00 divided by 5 (# of days open per week) = \$18.00**

**\$25.00 divided by 260 (# of days open per year) = .10**

**Using chart below you would place \$18.10 per day in the line for this age group.**

*Fees for field trips or other special activities not part of the provider's normal activity schedule will not be included in these calculations.*

  
 OWNER/DIRECTOR

1/13/2025

DATE

Equal Opportunity Employer/Program

Auxiliary Aids are available upon request to individuals with disabilities. Relay: 1-800-735-2989 (TYY) / 711 (Voice).

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.

### Child Care Services Provider Agreement

Child Care Regulation Licensing No:416309		EIN/Social Security No:746000418	
Name of Facility:Lincoln Park School			
Type of Facility:	<input checked="" type="checkbox"/> Licensed Center	<input type="checkbox"/> Licensed Home	<input type="checkbox"/> Registered Home <input type="checkbox"/> Military
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):7 Orange St Brownsville TX 78521			
Address of Facility (continued):			
Facility Phone Number:956-698-0612		Facility Email:nmarroquin@bisd.us	
Mailing/Billing Address (Street, City, State, ZIP):7 Orange St Brownsville TX 78521			
Contact Person:Nancy Marroquin		Title:Director	
Contact Person Phone Number:956-698-0612		Contact Person Email:nmarroquin@bisd.us	

### ACKNOWLEDGMENTS

The Child Care Services (CCS) contractor for Workforce Solutions Cameron , 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 9 paid holidays/preplanned closures during each calendar year. Planned closures that exceed the number allowed by the Board will not be paid.

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 non-payments to the Contractor within by the 5th calendar day of the following 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.
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 Cameron; and
  - report discrepancies in a child's authorization for care and TWC's automated attendance system within five days of receiving the authorization to [ccservices@wfscameron.org](mailto:ccservices@wfscameron.org).
  - In all cases when parent has notified provider that they will no longer be attending care regardless of reason, provider must submit a Discontinue within 5 business days using Formstack.
  - In cases where a child does not attend for 5 consecutive days regardless of reason, providers must submit a discontinue form.
  - If a child never starts care, you **MUST** notify CCS by the 5th business day using the Discontinue form on Formstack. Failing to report this information may have consequences affecting your future enrollments.
  - The Provider agrees to abide by the requirements outlined in the Provider Child Care Automated Attendance System Agreement.

***Note: For all inquiries and questions on reporting requirements, please contact Contract/Compliance Specialist, at 956-546-314 Extension 4279.***

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 by 5th Calendar Day of the following month.
18. **NOTICE OF PROVIDER CHANGES.** The Provider must inform the Contractor in advance of the following changes within 5 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
- Ages of the children served
- Transportation Policies
- Liability Insurance Coverage
- Hours of operation
- Any other changes to child care services provided

19. **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

20. The Provider will not be entitled to payment until requirements to be a Provider are met and a new Agreement is signed.

21. **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**

22. **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.

23. **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.

24. If the Provider elects **not** to receive mentoring, the Provider may contact Workforce Solutions Cameron 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.

25. **STAR-LEVEL CERTIFICATION.** Once certified as Two-, Three-, or Four-Star, the Provider agrees to continue to comply with the Texas Rising Star Guidelines.

26. **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.

27. **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.
28. 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**

29. **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.
30. **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.
31. **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**

32. **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.
33. **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.
34. **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\(a\)](#)
35. **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**

36. **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.
37. **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.
38. **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 Cameron in accordance with TWC rules and Board procedures:
39. **INDEMNITY:** To the extent authorized by the constitution and laws of the state of Texas, The provider shall defend, indemnify, release and hold harmless Contractor from and against any claims, suits, actions, losses, damages, expenses or liabilities, including reasonable legal fees, brought against Contractor for Provider's1)



negligence, gross negligence, or willful misconduct, 2) breach of law, or 3) breach of any obligations under this Agreement.

40. **INSURANCE:** Provider will maintain the following insurance during the term of this Agreement. Provider's insurance shall be written for no less than the following amounts: (1) commercial automobile insurance - \$500,000 per occurrence; (2) commercial general liability (including applicable following form umbrella insurance) - \$1,000,000 per occurrence; and (3) workers compensation insurance at Statutory limits.
41. **ASSIGNMENT:** Provider may not sell, assign, or in any manner transfer this Agreement or any of its rights or duties hereunder without first obtaining the written consent of Contractor. Any attempt to do so shall be null and void ab initio.

**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: Dr. Jesus H Chavez

Name: Gilbert Lopez

Title: Superintendent

Title: Finance Manager

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

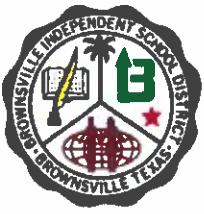


Date: 3/28/2025

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

**Office Staff Only**

Agreement Effective Date: 3/28/2025-9/30/2025



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU

Board of Education Meeting: 10/01/24

Item Title: Amend Contract to include:  
Name of Superintendent, Daycare  
Director & Reimbursed Holidays

X Action  
Information  
Discussion

## **BACKGROUND:**

The Lincoln Park High School is an Alternative Education Program to assist at-risk teenage female students that are mothers or expecting mothers to maintain and complete their high school education. Lincoln Park High School offers Day Care Center that is licensed and monitored by the State. The Day Care Center has a capacity to serve 37 children of ages of 0 to 35 months. Workforce Solutions Cameron provides subsidized child care to our students if they are working, going to school or in job training. Lincoln Park High School Day Care has a contract with Workforce Solutions Cameron to get reimbursement if the funding is available. Reimbursement funds will be subject to the number of students that qualify for services.

## **FISCAL IMPLICATIONS:**

Local Revenues: Reimbursement up to \$80,000.00

## **RECOMMENDATION:**

Recommend approval to amend Workforce Solutions Cameron contract agreement to include the name of Superintendent, Day Care Director and the reimbursement of nine holidays.

C.A.C. Nancy Marroquin  
Cynthia A. Cardenas/Nancy Marroquin

Submitted by: Principal/Program Director

Rose E. Longoria

Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas

Reviewed by: Staff Attorney

Beatriz Hernandez

Approved by: Chief Officer

Approved for Submission to Board of Education:

Jesus H. Chavez  
Dr. Jesus H. Chavez, Superintendent

## Roxanne Eckstein

---

**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Friday, September 13, 2024 7:06 AM  
**To:** Roxanne Eckstein  
**Cc:** Miguel Salinas; Minerva Almanza; Lea Ohrstrom  
**Subject:** [EXTERNAL]Re: MOU Amend Workforce Solutions Contract Agreement

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Approved as to form.

Sincerely,  
Priscilla

---

**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Wednesday, September 11, 2024 8:58 AM  
**To:** Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>  
**Cc:** Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>  
**Subject:** MOU Amend Workforce Solutions Contract Agreement

Ms. Lozano,

Please see the attached for your review and approval for October Board meeting.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxy Eckstein*

**Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400**  
**Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**



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# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 09/05/23

Item Title: Reimbursement from Workforce X Action  
Solutions Cameron & Texas Rising Star Information  
At Lincoln Park Day Care Center Discussion

## **BACKGROUND:**

The Lincoln Park High School, an Alternative Education Program, was established to assist female student parents to maintain their high school education. It provides learning enrichment activities as well as child care for up to 37 children per day ages zero to thirty-five months. The Lincoln Park School Daycare Center is a state licensed facility. Workforce Solutions Cameron will reimburse the Brownsville ISD for costs associated with daycare services provided at Lincoln Park High School. The maximum daily rate for reimbursement for an infant zero to seventeen months is \$40.00, and a toddler is \$37.00 and is based upon funding availability and participation with the Workforce Solutions Cameron and the Texas Rising Star Program. Reimbursement funds will be received subject to the provision of daycare services provided to infants and toddlers at the Lincoln Park High School based on the number of students that qualify for services.

## **FISCAL IMPLICATIONS:**

Local Revenues: Reimbursement up to \$80,000.00

## **RECOMMENDATION:**

Recommend approval for the Workforce Solutions Cameron/Texas Rising Star Provider agreement for Brownsville Independent School District to receive the reimbursement funds of up to \$80,000.00 for Daycare Services at Lincoln Park High School.

Cynthia A. Cardenas *(CAC)*

Submitted by: Principal/Program Director

Dr. Norma Ibarra-Cantu *(N. Ibarra-Cantu)*

Recommended by: Asst. Supt./Executive Director

Miguel Salinas *(M. Salinas)*

Reviewed by: Staff Attorney

Beatriz Hernandez *(B. Hernandez)*

Approved by: Deputy Supt./Chief Academic Officer

Approved for Submission to Board of Education:

Dr. René Gutiérrez *(René Gutiérrez)*  
Dr. René Gutiérrez, Superintendent

When Necessary, Additional Background May Follow This.

## Isela Vieyra

---

**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Friday, August 18, 2023 11:08 AM  
**To:** Isela Vieyra  
**Cc:** Miguel Salinas; Kevin O'Hanlon; Lea Ohrstrom; Minerva Almanza  
**Subject:** Re: Reimbursement from Workforce Solutions Cameron & Texas Rising Star

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Approved as to form.

Sincerely,

Priscilla

---

**From:** Isela Vieyra <jivieyra@bisd.us>  
**Sent:** Friday, August 18, 2023 9:39 AM  
**To:** Priscilla Lozano <plozano@808West.com>  
**Cc:** Miguel Salinas <miguelsalinas@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Minerva Almanza <malmanza1@bisd.us>  
**Subject:** Reimbursement from Workforce Solutions Cameron & Texas Rising Star

Good morning Ms. Lozano.

Please find the above-mentioned agreement for your review and approval.

Thank you.

**Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379**  
**Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521**

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This email and any files transmitted with it are the property of the Brownsville Independent School District, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited.





### Child Care Services Provider Agreement

Child Care Regulation Licensing No: 416309		EIN/Social Security No: 746000418	
Name of Facility: Lincoln Park School			
Type of Facility:	<input checked="" type="checkbox"/> Licensed Center	<input type="checkbox"/> Licensed Home	<input type="checkbox"/> 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): 7 Orange St Brownsville TX 78521			
Address of Facility (continued):			
Facility Phone Number: 956-698-0612		Facility Email: nabete@bisd.us	
Mailing/Billing Address (Street, City, State, ZIP): 7 Orange St Brownsville TX 78521			
Contact Person: Norma Abete		Title: Director	
Contact Person Phone Number: 956-698-0612		Contact Person Email: nabete@bisd.us	

#### ACKNOWLEDGMENTS

The Child Care Services (CCS) Contractor for Workforce Solutions Cameron, 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 Two-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 the CCS Provider Rate Addendum, 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 for whom the parent(s) or guardian(s) is the director or assistant director or has ownership interest.
7. **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/pre-planned closures during each calendar year. Any changes to paid holidays/pre-planned closures must be made in writing by the Provider to the Contractor prior to the paid holiday/pre-planned closure. Closures outside of these identified dates will not be paid.

*Raj* 9-8-23





8. **EMERGENCY CLOSURES.** The Provider will be reimbursed by the Contractor if the facility is closed due to an emergency situation, such as weather, fire, or electrical or gas outages, for up to five 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.
9. In any event, Contractor shall have the right to offset payment to Provider for any amounts Provider owes to Contractor.

#### Parent Fees

10. **PARENT SHARE OF COST.** The Provider agrees to collect any assessed parent fees in advance of providing services. The provider should report any non-payments to the Child Care Contractor by the 5th calendar day of the following month. To report any non-payment, provider must complete a Parent Share of Cost – Non-Payment Form and submit document to the [CCServices@wfscameron.org](mailto:CCServices@wfscameron.org) email. The provider understands that the parent fee will be deducted from the reimbursement amount and that the Child Care Contractor will not reimburse the provider for any unpaid parent fees. The Contractor will follow up with the parent on non-payments.
11. **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 CCS Provider Rate Addendum. 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.
12. **OTHER FEES.** The Provider may not charge CCS parents any fees that are not charged to parents who are not receiving CCS.
13. 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

14. **ATTENDANCE REPORTING.** The Provider understands the attendance standards outlined in §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 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.
  - The absence notification form must be submitted to [awkbilling@wfscameron.org](mailto:awkbilling@wfscameron.org) e-mail address within 3 business days after the child has reach 5 absences not including holidays.
  - In all cases when parent has notified provider that they will no longer be attending care regardless of reason, provider must submit a Discontinue form attachment 2 form within 5 business days to [ccservices@wfscameron.org](mailto:ccservices@wfscameron.org).
  - After TWC's implementation of the new Automated Attendance System (scheduled for February 2023), the Provider agrees to abide by the requirements outlined in the Provider Child Care Automated Attendance System Agreement.
15. **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 by 5<sup>th</sup> Calendar day of the following month.
16. **PROVIDER CHANGES.** The Provider must inform the Contractor in advance of the following changes by the 5th business days:
- |   |                                    |
|---|------------------------------------|
| — The name of the facility;                     | — Ages of the children served;     |
| — Ownership, governing body or corporate status | — Published rates and/or fees;     |
| — The contact person;                           | — Transportation policies;         |
| — The location/address of the facility;         | — Liability insurance coverage; or |

*R.S.*  
9-8-23





- The conditions or status of the license or registration;
- Scheduled holidays;
- Hours of the program;



- Any other changes to child care services provided.
- Provider must use the authorized change forms attached to Handbook

### Texas Rising Star Requirements

17. **PARTICIPATION REQUIREMENTS.** At a minimum, the 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). Upon request by Contractor, Provider must produce evidence of their CQIP.
18. **ENHANCED PAYMENT RATES.** Enhanced payment rates for star-level certification are tiered based on quality level (star level) and are detailed in the CCS Provider Rate Addendum. 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.** If the Provider uses the Texas Rising Star logo, then Provider must use 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), all amendments to each, and all requirements imposed by the regulations issued pursuant to these statutes. In addition, the Provider agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These regulations 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 the following:
  - Suspension, termination, or non-renewal of the Agreement
  - Board Service Improvement Agreement or Board Corrective Action
  - Closing of Provider intake
  - 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

*[Signature]*  
9-8-23





dissatisfaction with the treatment by or the behavior of Contractor staff or concern 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 Workforce Solutions Cameron.

#### Insurance

27. Provider will maintain the following insurance during the term of this Agreement. Provider's insurance shall be written for no less than the following amounts: (1) commercial automobile insurance - \$500,000 per occurrence; (2) commercial general liability (including applicable following form umbrella insurance) - \$1,000,000 per occurrence; and (3) workers compensation insurance at Statutory limits.

#### Assignment

28. Provider may not sell, assign, or in any manner transfer this Agreement or any of its rights or duties hereunder without first obtaining the written consent of Contractor. Any attempt to do so shall be null and void ab initio.

**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

Name: Dr. Rene Gutierrez

Title: Superintendent

Signature: *Rene Gutierrez*

Date: 9-11-23

#### Authorized Contractor Representative

Name: Gilbert Lopez

Title: Financial Manager

Signature: *[Signature]*

Date: 8-15-23

#### Office Staff Only

Agreement Effective Date: 9/1/2023-9/1/2025



## Child Care Services Provider Rate Addendum

<b>Provider Name:</b> Lincoln Park School Day Care Center	<b>Licensing #:</b> 416309
<b>Texas Rising Star Status:</b> <input type="checkbox"/> Entry Level <input type="checkbox"/> Two-Star <input type="checkbox"/> Three-Star <input checked="" type="checkbox"/> Four-Star	

### Provider's Rates

Ages Served	Full-Day*	Part-Day*
0-17 months	40.00	36.00
18-35 months	37.00	34.00
3-5 years	N/A	N/A
6-12 years	N/A	N/A

\*The Provider's Rate is the provider's published rate plus any required fee(s) prorated 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 Acknowledgment (Initial the following):

*RS* In accordance with the Child Care Services Provider Agreement, the provider agrees that the following information about provider rates and transportation is true and accurate.

*RS* The provider agrees to accept payment in accordance with TWC Chapter 809 Child Care Services rules.

*RS* For the applicable type of care, age of child, and level of quality, the provider will be paid **the lower of:**

- the provider's published rate or
- the Board's maximum rate (pages 2-3)

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

*9-8-23*





## Workforce Solutions Cameron Board's Maximum Rates – LCCC

### Providers with Entry Level Designation

Ages Served	Full-Day**	Part-Day**	Blended***
0–17 months	34.80	31.80	
18–35 months	33.40	30.60	
3–5 years	32.00	27.40	
6–12 years	31.00	26.40	27.07

### Texas Rising Star–Certified Two-Star Providers

Ages Served	Full-Day**	Part-Day**	Blended***
0–17 months	36.54	33.39	
18–35 months	35.07	32.13	
3–5 years	33.60	28.77	
6–12 years	32.55	27.72	28.43

### Texas Rising Star–Certified Three-Star Providers

Ages Served	Full-Day**	Part-Day**	Blended***
0–17 months	37.28	34.06	
18–35 months	35.78	32.78	
3–5 years	34.28	29.35	
6–12 years	33.21	28.28	29.00

### Texas Rising Star–Certified Four-Star Providers

Ages Served	Full-Day**	Part-Day**	Blended***
0–17 months	39.20	35.20	
18–35 months	36.50	33.44	
3–5 years	34.97	29.94	
6–12 years	33.88	28.85	29.59

### Texas School Ready Providers (not also Texas Rising Star–certified)

Ages Served	Full-Day**	Part-Day**
0–17 months	36.54	33.39
18–35 months	35.07	32.13
3–5 years	33.60	28.77

\*\*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 up to age 12 who are authorized for before and/or after-school care.

Authorized Provider Signature: \_\_\_\_\_

Date: 9-8-23

Child Care Services Provider Rate Addendum



## PROVIDER HOLIDAYS

Only 9 holidays are reimbursable to the WFSCCM Provider. Any holiday the WFSCCM Provider takes that is not listed below is considered an unapproved holiday (H/U) and will not be paid to the WFSCCM Provider.

Any changes to the holidays listed below must be submitted to Provider Management Services Department in writing with at least two weeks advance notice.

November 20, 2023	November 21, 2023	November 22, 2023
December 27, 2023	December 28, 2023	January 3, 2024
January 4, 2024	January 5, 2024	March 5, 2024

Lincoln Park School Day Care Center License no. 416309

Name of Provider

Rene Gentry  
Authorized Provider Representative

9-8-23  
Date

Equal Opportunity Employer/Program

Auxiliary Aids are available upon request to individuals with disabilities. Relay: 1-800-735-2989 (TTY) / 711 (Voice).  
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.





## Provider Care Options

Provider Name: **Lincoln Park School Day Care Center**

Provider #: **416309**

X I accept part week care  
(Example: 2 days/week [Mon. and Wed], 3 days/week [Mon, Wed, Fri])

       I do not accept part week care.

X I accept part-day care.  
(Example: Less than six (6) hours per day)

X I accept full-day care.  
(Example: More than six (6) hours per day)

Restriction(s):

I accept part -week care IF more than 3 days apply.

*Rene Gentry*  
Authorized Provider Representative

9-8-23  
Date

Equal Opportunity Employer/Program  
Auxiliary Aids are available upon request to individuals with disabilities. Relay: 1-800-735-2989 (TYY) / 711 (Voice).  
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.



### BILLING OPTIONS FOR PROVIDERS

PROVIDER # 416309

PROVIDER # Lincoln Park School Day Care Center

\* All Providers will be paid every 2 weeks \*

Payments are made as direct deposits to your bank account,  
on occasion it is necessary to pay with a check:

When this occurs, choose preference

\_\_\_\_\_ have check mailed        X   pick up check

  
Authorized Provider Representative

9-8-23  
Date

Effective July 3, 2018

Equal Opportunity Employer/Program  
Auxiliary Aids are available upon request to individuals with disabilities. Relay: 1-800-735-2989 (TTY) / 711 (Voice).  
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.



## PROVIDER REIMBURSEMENT TERMS

**DAYCARE NAME:** Lincoln Park School Day Care Center **LICENSE NO:** 416309

**REIMBURSEMENT TERMS FOR CHILD CARE:** WFS Cameron will reimburse the Provider after services have been rendered to eligible families. The Provider's claims are processed based on active referrals. All Providers are paid every two weeks, per payment schedule provided at beginning of each fiscal year, payments are set to pay as direct deposit to a business account.

WFS Cameron will reimburse the provider for absences when the child is scheduled to attend under the following conditions and correct absence codes.

- **"I"** Provider reports absence due to illness
- **"A"** Provider reports any child that accrues five consecutive absences immediately using the absence notification form attachment
- **"1."** Each absence notification form equals one provider notice. Form must be submitted to [swkbilling@wfsccameron.org](mailto:swkbilling@wfsccameron.org)
- **"C"** The child does not attend due to court ordered visitation for up to 2 consecutive weeks with prior approval from WFS Cameron.
- A child is allowed up to eight unexplained provider notices before beginning the child's termination process.

**REIMBURSEMENT RATES:** Providers will be reimbursed for child care services rendered at the provider's daily published rate up to the maximum reimbursement rate established by WFS Cameron Board. Providers will not be reimbursed at a rate higher than their published rate for the age of the child receiving child care services. The CCS system automatically goes to full rate during the summer and reverts to blended rate for school-referred children during the school year. Below are the set maximum daily rates in effect with WFS Cameron Board.

LICENSE CENTER	TRS 4 Star			TRS 3 Star			TRS 2 Star		
Age of Child	FT	PT	Blended	FT	PT	Blended	FT	PT	Blended
Infant 0-17 mo	39.20	35.20		35.28	31.68		34.23	30.45	
Toddler 18-35 mo	34.80	31.00		31.32	27.90		30.66	26.88	
Pre-K 3-5 yrs	31.20	24.40	25.40	28.08	21.96	22.86	27.51	21.00	21.95
School 6-13 yrs	29.60	22.40	23.45	26.64	20.16	21.11	25.83	18.90	19.91

In the event that there is a difference between the subsidized child care rate paid and the child care provider rate, the difference CANNOT be charged to any WFS Cameron client.

**Note:** The Parent's Share of Cost (PSC) will be deducted from the provider's reimbursement. It is the provider's responsibility to collect the parent's share of cost before services are rendered. WFS Cameron will not reimburse providers when parent fails to pay this fee.

Provider must comply with the current applicable local/state licensing and registration requirements and must have a valid license (Provisional, Permanent) or registration with TDFPS or be operated and monitored by the US Military Services.

WFS Cameron cannot provide reimbursement for child care services to a child care provider if the provider or a staff person of the provider has been found to be in serious non-compliance with, seriously deficient by, or debarred from any other State or Federal program (such as the Child Care Food Program).

*I agree to comply with these terms and that I must report any changes to CCS, also; that I must report any adverse or corrective action by TDFPS Licensing Dept. These changes should be reported on a timely basis as to avoid any consequences that may hinder providing services or receiving compensation for such services.*

Rene Gutierrez  
Print Name (Owner or Director)

Rene Gutierrez  
Signature

9-8-23  
Date

Equal Opportunity Employer/Program

Auxiliary Aids are available upon request to individuals with disabilities. Relay: 1-800-735-2989 (TTY) / 711 (Voice).

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.



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Brownsville Independent School District**

2 Business name/disregarded entity name, if different from above  
**Lincoln Park School Day Care Center #416309**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____				

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ▶ **SCHOOL DISTRICT**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**1900 Price Road**

6 City, state, and ZIP code  
**Brownsville, Texas 78521**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
7	4		-	6	0	0	0	4 1 8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ *Kene Gentry* Date ▶ *9-8-23*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Order 12549 requires the Workforce Solutions Cameron to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Workforce Solutions Cameron may pursue available remedies, including suspension and/or debarment.  
(Board Name)
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Workforce Solutions Cameron.  
(Board Name)

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☐ No

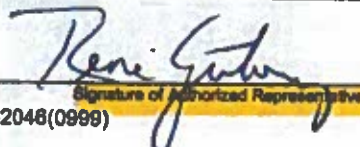
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the Workforce Solutions Cameron may pursue available remedies, including suspension and/or debarment.  
(Board Name)

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor <u>Lincoln Park School Day Care Center</u>	Provider ID No. or Social Security No. <u>416309</u>	Board Contract No. (if applicable)
--	---	------------------------------------

 Signature of Authorized Representative	<u>9-8-23</u> Date	Printed/Typed Name and Title of Authorized Representative <u>Dr. Rene Gutierrez - Superintendent</u>
---	-----------------------	---

## DEFINITIONS

### Covered Contract/Subcontract.

(1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangement grants) and are between Workforce Solutions Cameron or its agents and another entity.  
(Board Name)

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:

- a. Principal investigators
- b. Providers of audit services required by the Workforce Solutions Cameron or federal funding source  
(Board Name)
- c. Researchers

**Debarment.** An action taken by a debaring official in accordance with 45 CFR Part 75 (or comparable federal regulations) to exclude a person from participation in covered contracts. A person so excluded is "debarred."

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulation, the equal employment opportunity acts and executive orders or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or corporate entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators
- (2) Providers of audit services required by the Workforce Solutions Cameron or federal funding source  
(Board Name)
- (3) Researchers

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.



# **CERTIFICATION REGARDING FEDERAL LOBBYING** (Certification for Contracts, Grants, Loans, and Cooperative Agreements)

## **PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**—Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**—To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**—The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**—Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**—The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**—There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**—Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

## **TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☐ No

Name of Contractor/Potential Contractor <b>Lincoln Park School Day Care Center</b>	Vendor ID No. or Social Security No. <b>416309</b>	HHSC Contract No. (if applicable)
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Name of Authorized Representative (type or print) <b>Dr. Rene Gutierrez</b>	Title <b>Superintendent</b>
--	--------------------------------

\_\_\_\_\_  
Signature—Authorized Representative

**9-8-23**  
\_\_\_\_\_  
Date



## Child Care Services Provider Agreement

Child Care Regulation Licensing No: 416309		EIN/Social Security No: 746000418	
Name of Facility: Lincoln Park School			
Type of Facility:	<input checked="" type="checkbox"/> Licensed Center	<input type="checkbox"/> Licensed Home	<input type="checkbox"/> 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): 7 Orange St Brownsville TX 78521			
Address of Facility (continued):			
Facility Phone Number: 956-698-0612		Facility Email: nmarroquin@bisd.us	
Mailing/Billing Address (Street, City, State, ZIP): 7 Orange St Brownsville TX 78521			
Contact Person: Nancy Marroquin		Title: Director	
Contact Person Phone Number: 956-698-0612		Contact Person Email: nmarroquin@bisd.us	

### ACKNOWLEDGMENTS

The Child Care Services (CCS) Contractor for Workforce Solutions Cameron, 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 Two-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 the CCS Provider Rate Addendum, 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 for whom the parent(s) or guardian(s) is the director or assistant director or has ownership interest.
7. **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/pre-planned closures during each calendar year. Any changes to paid holidays/pre-planned closures must be made in writing by the Provider to the Contractor prior to the paid holiday/pre-planned closure. Closures outside of these identified dates will not be paid.



8. **EMERGENCY CLOSURES.** The Provider will be reimbursed by the Contractor if the facility is closed due to an emergency situation, such as weather, fire, or electrical or gas outages, for up to five 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.
9. In any event, Contractor shall have the right to offset payment to Provider for any amounts Provider owes to Contractor.

### **Parent Fees**

10. **PARENT SHARE OF COST.** The Provider agrees to collect any assessed parent fees in advance of providing services. The provider should report any non-payments to the Child Care Contractor by the 5th calendar day of the following month. To report any non-payment, provider must complete a Parent Share of Cost – Non-Payment Form and submit document to the [CCServices@wfscameron.org](mailto:CCServices@wfscameron.org) email. The provider understands that the parent fee will be deducted from the reimbursement amount and that the Child Care Contractor will not reimburse the provider for any unpaid parent fees. The Contractor will follow up with the parent on non-payments.
11. **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 CCS Provider Rate Addendum. 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.
12. **OTHER FEES.** The Provider may not charge CCS parents any fees that are not charged to parents who are not receiving CCS.
13. 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**

14. **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 parents record attendance directly in TX3C or through an approved child care management system (CMS);
  - ensure that the owner, director, assistant director, or other employees of child care providers 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;
  - report misuse of TWC's automated attendance system to Workforce Solutions Cameron; and
  - report discrepancies in a child's authorization for care and TWC's automated attendance system within five days of receiving the authorization to [ccservices@wfscameron.org](mailto:ccservices@wfscameron.org)
  - In all cases when parent has notified provider that they will no longer be attending care regardless of reason, provider must submit a Discontinue within 5 business days using Formstack.
  - In cases where a child does not attend for 10 consecutive days regardless of reason, we recommend providers submit a discontinue form.
  - If a child never starts care, you MUST notify CCS by the 3rd business day using the Discontinue form on Formstack. Failing to report this information may have consequences affecting your future enrollments.
  - The Provider agrees to abide by the requirements outlined in the Provider Child Care Automated Attendance System Agreement.

**Note: For all inquiries and questions on reporting requirements, please contact Contract/Compliance Specialist, at 956-546-314 Extension 4279.**

15. **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 by 5<sup>th</sup> Calendar day of the following month.
16. **NOTICE OF PROVIDER CHANGES.** The Provider must inform the Contractor in advance of the following changes within 5 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
  - Ages of the children served
  - Transportation Policies
  - Liability Insurance Coverage
  - Hours of operation
  - Any other changes to child care services provided
17. **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
  - CCR revocation of the permit to operate
18. The Provider will not be entitled to payment until requirements to be a Provider are met and a new Agreement is signed.
19. The provider may not transfer the provider agreement to any other entity, facility or location.
20. The provider may not move child care contractor referred children to another facility without the prior approval and consent of the child care contractor.

#### **Texas Rising Star Requirements**

21. **PARTICIPATION REQUIREMENTS.** At a minimum, the 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). Upon request by Contractor, Provider must produce evidence of their CQIP.
22. **ENHANCED PAYMENT RATES.** Enhanced payment rates for star-level certification are tiered based on quality level (star level) and are detailed in the CCS Provider Rate Addendum. Texas Rising Star enhanced rates are effective the first day of the month following the star-level certification.
23. **USE OF THE TEXAS RISING STAR LOGO.** If the Provider uses the Texas Rising Star logo, then Provider must use 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**

24. **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. In addition, the Provider agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These regulations 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.

25. **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**

26. 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
27. 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.
28. The Contractor will not reimburse a Provider who is debarred from other state or federal programs unless and until the debarment is removed.
29. **FAILURE TO COMPLY:** Failure to comply with any terms of this Agreement may result in adverse action against the Provider, such as the following:
- Suspension, termination, or non-renewal of the Agreement
  - Board Service Improvement Agreement or Board Corrective Action
  - Closing of Provider intake
  - Nonpayment, when applicable
  - Recoupment of funds, when applicable
30. **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 concern 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 Workforce Solutions Cameron.

### **Indemnity**

31. To the extent authorized by the constitution and laws of the state of Texas, the provider shall defend, indemnify, release and hold harmless Contractor from and against any claims, suits, actions, losses, damages, expenses or liabilities, including reasonable legal fees, brought against Contractor for Provider's 1) negligence, gross negligence, or willful misconduct, 2) breach of law, or 3) breach of any obligations under this Agreement.

### **Insurance**

32. Provider will maintain the following insurance during the term of this Agreement. Provider's insurance shall be written for no less than the following amounts: (1) commercial automobile insurance - \$500,000 per occurrence; (2) commercial general liability (including applicable following form umbrella insurance) - \$1,000,000 per occurrence; and (3) workers compensation insurance at Statutory limits.

### **Assignment**

33. Provider may not sell, assign, or in any manner transfer this Agreement or any of its rights or duties hereunder without first obtaining the written consent of Contractor. Any attempt to do so shall be null and void ab initio.



**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**

Name: Dr. Jesus H Chavez  
Title: Superintendent  
Signature: *Jesus H Chavez*  
Date: 10-2-24

**Authorized Contractor Representative**

Name: Gilbert Lopez  
Title: Financial Manager  
Signature: *[Signature]*  
Date: 8-21-24

**Office Staff Only**

Agreement Effective Date: 8/21/2024-9/1/2025

## WORKFORCE SOLUTIONS CAMERON

Provider Since (date)  
**1/26/2012**Date of Review  
**8/21/2024**Provider Data Worksheet  
Descriptive Information

Provider ID No.

**416309**

1. Facility Type <input type="checkbox"/> Registered Child Care Home <input type="checkbox"/> Licensed Child Care Home <input checked="" type="checkbox"/> Licensed Center <input type="checkbox"/> Licensed Camp		License/Reg. No. <b>416309</b>	License Effective Date <b>02-19-1993</b>
2. Facility Name <b>Lincoln Park School Day Care Center</b>		3. Facility Telephone No. <b>(956) 698-0612</b>	
4. Facility Address (Street, City, ZIP) <b>7 Orange Street; Brownsville, Texas 78521</b>			5. County <b>Cameron</b>
6. Mailing Address (if different) <b>7 Orange Street; Brownsville, Texas 78521</b>			
7. Facility Owner's Name <b>Brownsville ISD</b>		8. EIN/Social Security No. <b>74-6000418</b>	9. Owner's Telephone No. <b>(956) 698-0612</b>
10. Owner's Address (Street, City, ZIP) <b>1900 Price Road; Brownsville, Texas 78521</b>			
11. Contact Person <b>Nancy Marroquin</b>		12. Title <b>Director</b>	13. Contact Person's Telephone No. <b>(956) 698-0612</b>
14. Authorized Provider Representative <b>Dr. Jesus H Chavez</b>		15. Title <b>Superintendent</b>	
16. Licensed Age Range <b>0 Months – 35 Months</b>		17. Ages Served • From (yr./mo.) <b>00/00</b> To (yr./mo.) <b>00/35</b>	
18. Total Lic./Reg. Capacity <b>37</b>	19. Number child care contractor children limited to: <b>Not Limited</b>		

DUE TO MIXED AGE GROUPS, THIS SECTION INCOMPLETE.

## A. Capacity by Room(s), if applicable

Room 1 ..... \*

Room 2 .....

Room 3 .....

Room 4 .....

Room 5 .....

INFANT	TODDLER	PRESCHOOL	SCHOOL-AGE

## B. Group Size

Infant	Toddler	Preschool	School-Age	Total (if single grp.)
<b>20</b>	<b>10</b>	<b>7</b>	<b>0</b>	

## C. Child/Staff Ratio

Infant	Toddler	Preschool	School-Age	Ratio (if single grp.)
<b>20:2</b>	<b>17:1</b>	<b>7:1</b>	<b>0</b>	

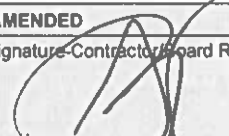
## 20. Period of Operation

A. Days	<input checked="" type="checkbox"/> Monday	<input checked="" type="checkbox"/> Tuesday	<input checked="" type="checkbox"/> Wednesday	<input checked="" type="checkbox"/> Thursday	<input checked="" type="checkbox"/> Friday	<input type="checkbox"/> Saturday	<input type="checkbox"/> Sunday
B. Hours	Monday <b>8:00M-4:00PM</b>	Tuesday <b>8:00AM-4:00PM</b>	Wednesday <b>8:00AM-4:00PM</b>	Thursday <b>8:00AM-4:00PM</b>	Friday <b>8:00AM-4:00PM</b>	Saturday	Sunday
C. Sessions	Day (start/end times)		Evening (start/end times)		Night (start/end times)		Weekend (start/end times)
	Other (explain, start/end times)						
D. Months	<input checked="" type="checkbox"/> Full Year <input type="checkbox"/> Part Year <input type="checkbox"/> If Part Year, list months of operation:						

## 21. Holidays (up to nine are reimbursable)

**September 2, 2024****October 14, 2024****November 25, 2024****November 26, 2024****November 27, 2024****November 28, 2024****November 29, 2024****December 20, 2024****December 21, 2024**

## COMPLETE THE FOLLOWING IF THIS PAGE HAS BEEN AMENDED

Eff. Date of Amendment <b>8/21/2024</b>	Item No(s) <b>21</b>	Contacted by Provider/Contractor Fac. Rep. <input type="checkbox"/> Date	Signature-Contractor/Board Rep.  Date <b>8.21.24</b>
--	-------------------------	--	--





## PROVIDER HOLIDAYS

Only 9 holidays are reimbursable to the WFSCCM Provider. Any holiday the WFSCCM Provider takes that is not listed below is considered an unapproved holiday (H/U) and will not be paid to the WFSCCM Provider.

Any changes to the holidays listed below must be submitted to Provider Management Services Department in writing with at least two weeks advance notice.

September 2, 2024

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October 14, 2024

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November 25, 2024

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November 26, 2024

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November 27, 2024

---

November 28, 2024

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November 29, 2024

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December 20, 2024

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December 21, 2024

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**Lincoln Park School Day Care Center License no. 416309**

**Name of Provider**

---

  
**Authorized Provider Representative**

**10-2-24**

**Date**

Equal Opportunity Employer/Program

Auxiliary Aids are available upon request to individuals with disabilities. Relay: 1-800-735-2989 (TTY) / 711 (Voice).  
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.



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU

Board of Education Meeting: 09/05/23

Item Title: Reimbursement from Workforce  
Solutions Cameron & Texas Rising Star  
At Lincoln Park Day Care Center

X Action  
Information  
Discussion

## **BACKGROUND:**

The Lincoln Park High School, an Alternative Education Program, was established to assist female student parents to maintain their high school education. It provides learning enrichment activities as well as child care for up to 37 children per day ages zero to thirty-five months. The Lincoln Park School Daycare Center is a state licensed facility. Workforce Solutions Cameron will reimburse the Brownsville ISD for costs associated with daycare services provided at Lincoln Park High School. The maximum daily rate for reimbursement for an infant zero to seventeen months is \$40.00, and a toddler is \$37.00 and is based upon funding availability and participation with the Workforce Solutions Cameron and the Texas Rising Star Program. Reimbursement funds will be received subject to the provision of daycare services provided to infants and toddlers at the Lincoln Park High School based on the number of students that qualify for services.

## **FISCAL IMPLICATIONS:**

Local Revenues: Reimbursement up to \$80,000.00

## **RECOMMENDATION:**

Recommend approval for the Workforce Solutions Cameron/Texas Rising Star Provider agreement for Brownsville Independent School District to receive the reimbursement funds of up to \$80,000.00 for Daycare Services at Lincoln Park High School.

Cynthia A. Cardenas *(CAC)*

Submitted by: Principal/Program Director

Dr. Norma Ibarra-Cantu *Norma Ibarra-Cantu*

Recommended by: Asst. Supt./Executive Director

Miguel Salinas *Miguel Salinas*

Reviewed by: Staff Attorney

Beatriz Hernandez *Beatriz Hernandez*

Approved by: Deputy Supt./Chief Academic Officer

Approved for Submission to Board of Education:

*Rene Gutierrez*  
Dr. Rene Gutierrez, Superintendent

## Isela Vieyra

---

**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Friday, August 18, 2023 11:08 AM  
**To:** Isela Vieyra  
**Cc:** Miguel Salinas; Kevin O'Hanlon; Lea Ohrstrom; Minerva Almanza  
**Subject:** Re: Reimbursement from Workforce Solutions Cameron & Texas Rising Star

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Approved as to form.

Sincerely,

Priscilla

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**From:** Isela Vieyra <jivieyra@bisd.us>  
**Sent:** Friday, August 18, 2023 9:39 AM  
**To:** Priscilla Lozano <plozano@808West.com>  
**Cc:** Miguel Salinas <miguelsalinas@bisd.us>; Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Minerva Almanza <malmanza1@bisd.us>  
**Subject:** Reimbursement from Workforce Solutions Cameron & Texas Rising Star

Good morning Ms. Lozano.

Please find the above-mentioned agreement for your review and approval.

Thank you.

**Isela Vieyra Rios | Legal Assistant to Miguel Salinas | Staff Attorney | Phone: 956.698.6379**  
**Brownsville Independent School District | 1900 East Price Road | Brownsville, TX 78521**

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### Child Care Services Provider Agreement

Child Care Regulation Licensing No: 416309		EIN/Social Security No: 746000418	
Name of Facility: Lincoln Park School			
Type of Facility:	<input checked="" type="checkbox"/> Licensed Center	<input type="checkbox"/> Licensed Home	<input type="checkbox"/> 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): 7 Orange St Brownsville TX 78521			
Address of Facility (continued):			
Facility Phone Number: 956-698-0612		Facility Email: nabete@bisd.us	
Mailing/Billing Address (Street, City, State, ZIP): 7 Orange St Brownsville TX 78521			
Contact Person: Norma Abete		Title: Director	
Contact Person Phone Number: 956-698-0612		Contact Person Email: nabete@bisd.us	

#### ACKNOWLEDGMENTS

The Child Care Services (CCS) Contractor for Workforce Solutions Cameron, 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 Two-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 the CCS Provider Rate Addendum, 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 for whom the parent(s) or guardian(s) is the director or assistant director or has ownership interest.
7. **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/pre-planned closures during each calendar year. Any changes to paid holidays/pre-planned closures must be made in writing by the Provider to the Contractor prior to the paid holiday/pre-planned closure. Closures outside of these identified dates will not be paid.

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8. **EMERGENCY CLOSURES.** The Provider will be reimbursed by the Contractor if the facility is closed due to an emergency situation, such as weather, fire, or electrical or gas outages, for up to five 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.
9. In any event, Contractor shall have the right to offset payment to Provider for any amounts Provider owes to Contractor.

#### **Parent Fees**

10. **PARENT SHARE OF COST.** The Provider agrees to collect any assessed parent fees in advance of providing services. The provider should report any non-payments to the Child Care Contractor by the 5th calendar day of the following month. To report any non-payment, provider must complete a Parent Share of Cost – Non-Payment Form and submit document to the [CCServices@wfscameron.org](mailto:CCServices@wfscameron.org) email. The provider understands that the parent fee will be deducted from the reimbursement amount and that the Child Care Contractor will not reimburse the provider for any unpaid parent fees. The Contractor will follow up with the parent on non-payments.
11. **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 CCS Provider Rate Addendum. 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.
12. **OTHER FEES.** The Provider may not charge CCS parents any fees that are not charged to parents who are not receiving CCS.
13. 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**

14. **ATTENDANCE REPORTING.** The Provider understands the attendance standards outlined in §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 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.
  - The absence notification form must be submitted to [awkbilling@wfscameron.org](mailto:awkbilling@wfscameron.org) e-mail address within 3 business days after the child has reach 5 absences not including holidays.
  - In all cases when parent has notified provider that they will no longer be attending care regardless of reason, provider must submit a Discontinue form attachment 2 form within 5 business days to [ccservices@wfscameron.org](mailto:ccservices@wfscameron.org).
  - After TWC's implementation of the new Automated Attendance System (scheduled for February 2023), the Provider agrees to abide by the requirements outlined in the Provider Child Care Automated Attendance System Agreement.
15. **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 by 5<sup>th</sup> Calendar day of the following month.
16. **PROVIDER CHANGES.** The Provider must inform the Contractor in advance of the following changes by the 5th business days:
- |   |                                    |
|---|------------------------------------|
| — The name of the facility;                     | — Ages of the children served;     |
| — Ownership, governing body or corporate status | — Published rates and/or fees;     |
| — The contact person;                           | — Transportation policies;         |
| — The location/address of the facility;         | — Liability insurance coverage; or |

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- The conditions or status of the license or registration;
- Scheduled holidays;
- Hours of the program;



- Any other changes to child care services provided.
- Provider must use the authorized change forms attached to Handbook

### Texas Rising Star Requirements

17. **PARTICIPATION REQUIREMENTS.** At a minimum, the 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). Upon request by Contractor, Provider must produce evidence of their CQIP.
18. **ENHANCED PAYMENT RATES.** Enhanced payment rates for star-level certification are tiered based on quality level (star level) and are detailed in the CCS Provider Rate Addendum. 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.** If the Provider uses the Texas Rising Star logo, then Provider must use 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), all amendments to each, and all requirements imposed by the regulations issued pursuant to these statutes. In addition, the Provider agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These regulations 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 the following:
  - Suspension, termination, or non-renewal of the Agreement
  - Board Service Improvement Agreement or Board Corrective Action
  - Closing of Provider intake
  - 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

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dissatisfaction with the treatment by or the behavior of Contractor staff or concern 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 Workforce Solutions Cameron.

#### Insurance

27. Provider will maintain the following insurance during the term of this Agreement. Provider's insurance shall be written for no less than the following amounts: (1) commercial automobile insurance - \$500,000 per occurrence; (2) commercial general liability (including applicable following form umbrella insurance) - \$1,000,000 per occurrence; and (3) workers compensation insurance at Statutory limits.

#### Assignment

28. Provider may not sell, assign, or in any manner transfer this Agreement or any of its rights or duties hereunder without first obtaining the written consent of Contractor. Any attempt to do so shall be null and void ab initio.

**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

Name: Dr. Rene Gutierrez

Title: Superintendent

Signature: *Rene Gutierrez*

Date: 9-11-23

#### Authorized Contractor Representative

Name: Gilbert Lopez

Title: Financial Manager

Signature: *[Signature]*

Date: 8-15-23

#### Office Staff Only

Agreement Effective Date: 9/1/2023-9/1/2025

## Child Care Services Provider Rate Addendum

<b>Provider Name:</b> Lincoln Park School Day Care Center	<b>Licensing #:</b> 416309
<b>Texas Rising Star Status:</b> <input type="checkbox"/> Entry Level <input type="checkbox"/> Two-Star <input type="checkbox"/> Three-Star <input checked="" type="checkbox"/> Four-Star	

**Provider's Rates**

Ages Served	Full-Day*	Part-Day*
0–17 months	40.00	36.00
18–35 months	37.00	34.00
3–5 years	N/A	N/A
6–12 years	N/A	N/A

\*The Provider's Rate is the provider's published rate plus any required fee(s) prorated 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 Acknowledgment (Initial the following):**

*RL* In accordance with the Child Care Services Provider Agreement, the provider agrees that the following information about provider rates and transportation is true and accurate.

*RL* The provider agrees to accept payment in accordance with TWC Chapter 809 Child Care Services rules.

*RL* For the applicable type of care, age of child, and level of quality, the provider will be paid **the lower of:**

- the provider's published rate or
- the Board's maximum rate (pages 2–3)

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

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## Workforce Solutions Cameron Board's Maximum Rates – LCCC

### Providers with Entry Level Designation

Ages Served	Full-Day**	Part-Day**	Blended***
0–17 months	34.80	31.80	
18–35 months	33.40	30.60	
3–5 years	32.00	27.40	
6–12 years	31.00	26.40	27.07

### Texas Rising Star–Certified Two-Star Providers

Ages Served	Full-Day**	Part-Day**	Blended***
0–17 months	36.54	33.39	
18–35 months	35.07	32.13	
3–5 years	33.60	28.77	
6–12 years	32.55	27.72	28.43

### Texas Rising Star–Certified Three-Star Providers

Ages Served	Full-Day**	Part-Day**	Blended***
0–17 months	37.28	34.06	
18–35 months	35.78	32.78	
3–5 years	34.28	29.35	
6–12 years	33.21	28.28	29.00

### Texas Rising Star–Certified Four-Star Providers

Ages Served	Full-Day**	Part-Day**	Blended***
0–17 months	39.20	35.20	
18–35 months	36.50	33.44	
3–5 years	34.97	29.94	
6–12 years	33.88	28.85	29.59

### Texas School Ready Providers (not also Texas Rising Star–certified)

Ages Served	Full-Day**	Part-Day**
0–17 months	36.54	33.39
18–35 months	35.07	32.13
3–5 years	33.60	28.77

\*\*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 up to age 12 who are authorized for before and/or after-school care.

Authorized Provider Signature: \_\_\_\_\_

Date: 9-8-23





## PROVIDER HOLIDAYS

Only 9 holidays are reimbursable to the WFSCCM Provider. Any holiday the WFSCCM Provider takes that is not listed below is considered an unapproved holiday (H/U) and will not be paid to the WFSCCM Provider.

Any changes to the holidays listed below must be submitted to Provider Management Services Department in writing with at least two weeks advance notice.

November 20, 2023	November 21, 2023	November 22, 2023
December 27, 2023	December 28, 2023	January 3, 2024
January 4, 2024	January 5, 2024	March 5, 2024

**Lincoln Park School Day Care Center License no. 416309**

**Name of Provider**

*Rene Gentry*  
**Authorized Provider Representative**

*9-8-23*  
**Date**

Equal Opportunity Employer/Program

Auxiliary Aids are available upon request to individuals with disabilities. Relay: 1-800-735-2989 (TTY) / 711 (Voice).  
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.



## Provider Care Options

Provider Name: Lincoln Park School Day Care Center

Provider #: 416309

X I accept part week care  
(Example: 2 days/week [Mon. and Wed], 3 days/week [Mon, Wed, Fri])

       I do not accept part week care.

X I accept part-day care.  
(Example: Less than six (6) hours per day)

X I accept full-day care.  
(Example: More than six (6) hours per day)

Restriction(s):

I accept part -week care IF more than 3 days apply.

*Rene Gentry*  
Authorized Provider Representative

9-8-25  
Date

Equal Opportunity Employer/Program

Auxiliary Aids are available upon request to individuals with disabilities. Relay: 1-800-735-2989 (TTY) / 711 (Voice).  
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.



### BILLING OPTIONS FOR PROVIDERS

PROVIDER # 416309

PROVIDER # Lincoln Park School Day Care Center

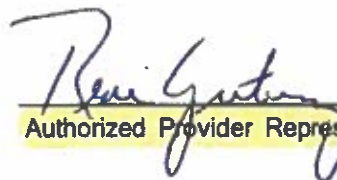
\* All Providers will be paid every 2 weeks \*

Payments are made as direct deposits to your bank account,  
on occasion it is necessary to pay with a check:

When this occurs, choose preference

\_\_\_\_\_ have check mailed

\_\_\_\_\_ X \_\_\_\_\_ pick up check

  
Authorized Provider Representative

9-8-23  
Date

Effective July 3, 2018

Equal Opportunity Employer/Program

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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.





## PROVIDER REIMBURSEMENT TERMS

DAYCARE NAME: Lincoln Park School Day Care Center LICENSE NO: 416309

**REIMBURSEMENT TERMS FOR CHILD CARE:** WFS Cameron will reimburse the Provider after services have been rendered to eligible families. The Provider's claims are processed based on active referrals. All Providers are paid every two weeks, per payment schedule provided at beginning of each fiscal year, payments are set to pay as direct deposit to a business account.

WFS Cameron will reimburse the provider for absences when the child is scheduled to attend under the following conditions and correct absence codes.

- "I" Provider reports absence due to illness
- "A" Provider reports any child that accrues five consecutive absences immediately using the absence notification form attachment  
1. Each absence notification form equals one provider notice. Form must be submitted to [swkbilling@wfsccameron.org](mailto:swkbilling@wfsccameron.org)
- "C" The child does not attend due to court ordered visitation for up to 2 consecutive weeks with prior approval from WFS Cameron.
- A child is allowed up to eight unexplained provider notices before beginning the child's termination process.

**REIMBURSEMENT RATES:** Providers will be reimbursed for child care services rendered at the provider's daily published rate up to the maximum reimbursement rate established by WFS Cameron Board. Providers will not be reimbursed at a rate higher than their published rate for the age of the child receiving child care services. The CCS system automatically goes to full rate during the summer and reverts to blended rate for school-referred children during the school year. Below are the set maximum daily rates in effect with WFS Cameron Board.

LICENSE CENTER	TRS 4 Star			TRS 3 Star			TRS 2 Star		
Age of Child	FT	PT	Blended	FT	PT	Blended	FT	PT	Blended
Infant 0-17 mo	39.20	35.20		35.28	31.68		34.23	30.45	
Toddler 18-35 mo	34.80	31.00		31.32	27.90		30.66	26.88	
Pre-K 3-5 yrs	31.20	24.40	25.40	28.08	21.96	22.86	27.51	21.00	21.95
School 6-13 yrs	29.60	22.40	23.45	26.64	20.16	21.11	25.83	18.90	19.91

In the event that there is a difference between the subsidized child care rate paid and the child care provider rate, the difference CANNOT be charged to any WFS Cameron client.

*Note: The Parent's Share of Cost (PSC) will be deducted from the provider's reimbursement. It is the provider's responsibility to collect the parent's share of cost before services are rendered. WFS Cameron will not reimburse providers when parent fails to pay this fee.*

Provider must comply with the current applicable local/state licensing and registration requirements and must have a valid license (Provisional, Permanent) or registration with TDFPS or be operated and monitored by the US Military Services.

WFS Cameron cannot provide reimbursement for child care services to a child care provider if the provider or a staff person of the provider has been found to be in serious non-compliance with, seriously deficient by, or debarred from any other State or Federal program (such as the Child Care Food Program).

*I agree to comply with these terms and that I must report any changes to CCS, also; that I must report any adverse or corrective action by TDFPS Licensing Dept. These changes should be reported on a timely basis as to avoid any consequences that may hinder providing services or receiving compensation for such services.*

Rene Gutierrez  
Print Name (Owner or Director)

Rene Gutierrez  
Signature

9-8-23  
Date

Equal Opportunity Employer/Program

Auxiliary Aids are available upon request to individuals with disabilities. Relay: 1-800-735-2989 (TTY) / 711 (Voice).  
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.

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Brownsville Independent School District

2 Business name/disregarded entity name, if different from above

Lincoln Park School Day Care Center #416309

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

SCHOOL DISTRICT

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1900 Price Road

6 City, state, and ZIP code

Brownsville, Texas 78521

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

OR

Employer identification number

7 4 - 6 0 0 0 4 1 8

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Kene Gentry*

Date ►

9-8-23

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Order 12549 requires the Workforce Solutions Cameron to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Workforce Solutions Cameron may pursue available remedies, including suspension and/or debarment.  
(Board Name)
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Workforce Solutions Cameron.  
(Board Name)

Do you have or do you anticipate having subcontractors under this proposed contract?

☐ Yes ☐ No

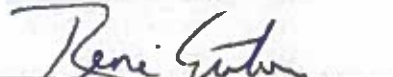
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the Workforce Solutions Cameron may pursue available remedies, including suspension and/or debarment.  
(Board Name)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor Lincoln Park School Day Care Center	Provider ID No. or Social Security No. 416309	Board Contract No. (if applicable)
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 Signature of Authorized Representative	<u>9-8-23</u> Date	Printed/Typed Name and Title of Authorized Representative Dr. Rene Gutierrez - Superintendent
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## DEFINITIONS

### Covered Contract/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangement grants) and are between Workforce Solutions Cameron or its agents and another entity.  
(Board Name)
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
- a. Principal investigators
  - b. Providers of audit services required by the Workforce Solutions Cameron or federal funding source  
(Board Name)
  - c. Researchers

**Debarment.** An action taken by a debaring official in accordance with 45 CFR Part 75 (or comparable federal regulations) to exclude a person from participation in covered contracts. A person so excluded is "debarred."

**Grant.** An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

**Ineligible.** Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implementing regulation, the equal employment opportunity acts and executive orders or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

**Participant.** Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

**Person.** Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or corporate entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Principal.** Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators
- (2) Providers of audit services required by the Workforce Solutions Cameron or federal funding source  
(Board Name)
- (3) Researchers

**Proposal.** A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

**Suspension.** An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended."

**Voluntary exclusion or voluntarily excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**—Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**—To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**—The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration of products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**—Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**—The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**—There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**—Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☐ No

Name of Contractor/Potential Contractor Lincoln Park School Day Care Center	Vendor ID No. or Social Security No. 416309	HHSC Contract No. (if applicable)
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Name of Authorized Representative (type or print) Dr. Rene Gutierrez	Title Superintendent
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Signature—*Rene Gutierrez* Authorize Representative

Date  
9-8-23