



**Partner Up!**  
**Terms & Conditions for Participation**  
**Renewed Businesses and Providers**  
**Revised November 2023**

## **Definition of Terms**

*Business:* The Business that is contracting for slots with the Provider and contributing a minimum of 35% to the true cost of care for slots reserved.

*Business Child Care Advocate (BCCA):* Staff at Child Care Resource and Referral Agencies statewide who conduct outreach to Businesses for Project Growth, connect Businesses and regulated child care providers, and provide technical assistance to Businesses and Providers participating in Partner Up!

*Provider or child care provider:* The regulated child care program providing care and supervision to the children identified in this contract.

*True cost of care:* The amount of the cost of care per child, based on full-time or part-time, determined by DCF after a statewide analysis.

**By accepting Partner Up! funds, Businesses and Providers agree to all requirements, understandings, and conditions included in these Terms and Conditions.**

## **Eligibility**

*For Businesses:*

All Businesses except government entities are eligible for Partner Up! provided they have at least two (2) employees.

Businesses must be qualified employer and meet the following requirements:

- The employer must have a Worker's Compensation insurance policy for its employees unless legally exempt.
- The employer must comply with Wisconsin minimum wage law for all employees.
- The employer must file a Wisconsin New Hire report on the employee within 30 days of the hiring date.
- The employer must report employee wages to Unemployment Insurance unless exempt.

*For Providers:*

Child care providers must be regulated and in good standing as defined by DCF:

- In compliance with child care background check requirements.
  - In compliance with administrative rules for child care providers as outlined by the DCF Bureau of Early Care Regulation (BECR) and are not currently subject to a revocation, suspension, or denial of a license or certification.
  - Currently repaying any overpayment and/or in compliance with any Repayment Agreement, if any Wisconsin Shares or Child Care Counts overpayments are owed.
  - Not have been terminated from Wisconsin Shares.
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### *For Employees/Families:*

Businesses will identify their employees eligible to participate in the program based on low to middle income levels and need for child care. Families may not also receive funding from Wisconsin Shares child care subsidy or the Inclusive Birth to 3 Pilot while contracted under Partner Up! Businesses will work with their Business Child Care Advocate (BCCA) to access the appropriate intake forms for eligible families to complete to enter the program.

Partner Up! is only able to provide contracts for Providers with confirmed or guaranteed enrollment for a slot. For families seeking referral support from Partner Up!, no contract will be completed for that slot until a Provider with vacancy is found. For families with a child not yet born, the parents will need to have guaranteed enrollment with a Provider for a contract to be completed. The latest start date for any Partner Up! Cohort 3 contract will be September 1, 2023.

In determining employee eligibility or agreeing to provide care, Businesses and Providers must not discriminate based on sex, race, color, religion, creed, age, national origin, ancestry, pregnancy, marital status, sexual orientation, or disability. Businesses and Providers must take steps to avoid any conflicts of interest in selecting eligible employees and/or agreeing to contract. Providers may not unenroll children at their facility to fill slots using Partner Up! funding.

### **Contracts**

Businesses and Providers are required to sign a contract reserving their requested number of child care slots and committing to their contribution amount for the contract term. Contracts may be for 12-month periods with existing regulated child care providers. The child care slots under this program belong to the Business until the contract is terminated.

Businesses will work with BCCAs to make informed decisions around high-quality care. Families may elect to remain with their current Provider, if that Provider is regulated and in good standing as identified above, or may choose to move to another regulated Provider.

Businesses and Providers may only vacate a contract for the reasons outlined in these terms and conditions under "Termination or Cancellation."

Businesses and Providers are required to notify DCF in writing within two (2) business days after slots are vacated for any reason. Notification must be made via the [Partner Up! Change Request](#) web form. Failure to notify DCF of any changes is a violation of these Terms and Conditions and may result in contract termination.

### **Business Contribution and Match Amounts**

Businesses are required to contribute a minimum of 35% of the true cost of care per slot as determined by DCF and identified in Appendix A. As a match, DCF will contribute up to 65% of the true cost of care per slot. Providers will receive 100% of the true cost of care amount per slot.

DCF will invoice Businesses on or around the 1<sup>st</sup> of each contracted month for their total contribution amount and Businesses are responsible for paying the full contracted amount directly to the Provider within 30 days

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after the invoice date, unless written exceptions are granted for other payment terms as permitted by DCF. Businesses with unpaid invoices aging 60 days or more may be subject to contract termination.

## **Parent Contribution**

Parents are responsible for paying the cost of any cost of regular tuition above the true cost of care, and any additional costs of care not included in the regular tuition, such as field trips, special projects, etc. Parents will pay these costs directly to the Provider.

## **Provider Payments**

Beginning November 2023, DCF is responsible for making monthly payments for the child care slots to the Provider, which may be disbursed by ACH payment or check, as requested by the Provider. This monthly payment will include only the DCF portions of the monthly true cost of care for the child care slots, contingent upon available funds. Payments will be processed at the end of the contract month for which care occurred.

Beginning November 2023, Businesses will pay their portion of the true cost of care directly to the child care provider. Providers will be responsible for collecting Business contributions. Providers should notify DCF if a Business fails to pay the Provider by the 5<sup>th</sup> of every month for the previous month of care.

Providers will be responsible for collecting from parents any cost of regular tuition above the true cost of care, and any additional costs of care not included in the regular tuition, such as field trips, special projects, etc. DCF is not responsible for any Parent contribution amounts in the Partner Up! program.

## **Change in Child Age**

If the age of a child in care under a Partner Up! contract changes during the contract term, and that change results in a change to the monthly true cost of care amount, invoice and payment amounts will be adjusted accordingly and automatically for the month following the change in age.

DCF will notify Businesses and Providers when the contribution amount will change and the new required payments. DCF will provide Businesses and Providers with a detailed statement and invoice reflecting the change in the true cost of care contributions.

## **Vacated Slots**

### *Business or Employment Change*

When a child care slot contract for by a Business is vacated by an employee before the contract term ends, each Business receives a two-week period during which they may fill a vacated slot with another employee's child. The two-week period begins the day after the child's last date of attendance.

The child care slot under this contract belongs to the Business. The Business may use the slot for the newly selected employee at the current Provider if the Provider has availability or if the new family already attends that Provider. Or the Business may select an employee who does not use that current Provider and the slot will follow the family to the new child care Provider.

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If the new family selected receives care from a different child care Provider, their contract term will begin at the end of the two-week period. If the family selected receives care from the same child care Provider, their contract term may begin immediately after the first child vacates the slot.

If the Business is unable to fill the slot, DCF will invoice the Business for two weeks of their contribution of the slot. Partner Up! will pay the DCF match amount for that same two-week period. At the end of the two-week period, the Business relinquishes the slot, and the contract will be terminated. No further invoices or payments will be issued for that slot.

Businesses and Providers will record the last day of attendance on the [Partner Up! Change Request](#). If, upon mutual agreement based on need and situation, both Business and Provider agree to terminate the contract immediately, DCF will terminate the contract.

DCF staff and the BCCA will assist the Business and Provider as needed to make any changes to the contract.

As detailed in the Termination and Cancellation section below, Businesses must notify DCF of a change in the contract within two (2) days after the change. If a Business fails to notify DCF of the change, it is a violation of the contract terms and conditions, and the contract may be terminated.

#### *Change In Providers*

If a family needs to change Providers during the contract, this may be allowable. DCF will negotiate contract termination with the former Provider and initiate an amendment and new agreement for the Business and new Provider. The month will be prorated for each Provider depending on length of time the child was in care. For example, if a change occurs on the 15<sup>th</sup> of the month, the former Provider will be paid for the first 15 days of the month, and the new Provider would be paid for the remainder of the month. Payment will include DCF's Partner Up! portion and the business contribution.

The former Provider would immediately be free to fill the slot from their waitlist.

#### *Provider Terminates Care*

If a family contracted under Partner Up! is asked to leave care by the Provider, that Provider's contract will be terminated as of the date the child left care. The Provider's pay will be prorated for the portion of the month the child was in care. SFTA will work with the family and Business to locate another Provider for the remainder of the contract term. The new Provider's contract will begin as of the date of beginning of care, and payment will be made on a prorated basis if it is a partial month.

### **Termination or Cancellation**

The Business and Provider must notify DCF whenever they are unable to meet the agreements outlined in their contract, within two (2) days business days after any change. Upon such notification, SFTA will determine whether such inability will require the contract to be revised or terminated.

If DCF finds it necessary to terminate the contract due to non-compliance, DCF will communicate that decision in writing to the Business and Provider.

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DCF may cancel the contract after providing the Business and Provider with thirty (30) calendar days' written notice of either the Business or the Provider's failure to perform under the terms of the contract, unless there are grounds for immediate termination, as noted elsewhere in these terms and conditions.

The Business and Provider may terminate the contract after providing written notice within two business days after the change, due to one or more of the following reasons:

- Business or child care program closure
- Provider needs to terminate care based on their program policies, including a Parent's failure to pay any expenses not covered by the Partner Up! grant
- Business is unable to fill a vacated slot within two weeks after a slot has been vacated
- Other extenuating services, as reviewed and determined on a case-by-case basis, by DCF

If a Provider's license or certification is revoked, suspended, or denied by DCF, the contract will be terminated immediately upon notice of the above-mentioned enforcement action, and the Provider will receive no additional payments.

### **Recordkeeping and Reporting Requirements**

*Note: Personal information you provide may be used for secondary purposes [Privacy Law, §.15.04(1)(m), Wisconsin Statutes].*

Businesses and child care providers contracting as Businesses will be required to complete an intake form upon selection for Partner Up! While participating in the program, all parties will be required to complete quarterly program reviews, and a final program review upon completion of the grant program. All information provided must be true and accurate.

The Business and Provider must maintain such records (in either written or electronic form) as required by Wisconsin and federal laws for regulated child care providers, and as required by the Partner Up! program Terms and Conditions. The Business and Provider must maintain those records in a secure environment for no less than the retention period required by applicable law. Records for periods that are under audit or subject to an anticipated dispute or litigation shall be retained until the audit/dispute/litigation have ended (including any associated appeal periods).

The Business and Provider must comply with any additional DCF requests for records for the purposes of a program audit.

### **Repayment**

The Provider understands that DCF may require repayment of funds disbursed to the Provider if the terms and conditions are not met, and the Provider agrees to repay the funds as required.

### **Special Requirements for Child Care Providers Contracting as Businesses**

Regulated Providers may apply for funds to support their employees' tuition expenses at their program. However, the owner/licensee cannot contract for a slot in Partner Up! for their own child(ren) at their child care program.

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The Provider cannot unenroll children at their facility to fill slots using Partner Up! funding. Additionally, the Provider must adhere to the following reporting requirements above and beyond the standard reporting for Businesses:

- Maintain attendance records in compliance with child care regulation requirements
- Provide detailed payroll/accounting records showing that as a Business, the Provider paid a minimum of 25% for each slot it secures on whatever the normal billing cycle is, to ensure the Provider is complying with the contract
- Comply with DCF monitoring and review of application and use of program funds
- Comply with DCF auditing requirements and submit the required attendance records

The number of DCF-funded children enrolled at a program must adhere to state statute ([Wisconsin State Statutes, Public Assistance and Children and Family Services, 49.155\(3m\)\(e\)](#)). A child care Business may contract for slots for its employees' children. Slots reserved for the child care Business's employees cannot exceed 40% of the slots being used at the child care business. A ratio higher than 40% of slots being used by employees would indicate that the number of employees being supported is beyond the number needed to operate the Business.

#### *Understandings for Acceptance of Partner Up! Funds*

- The Provider understands that DCF may monitor and review attendance records of children included in the contract and use of program funds at any time.
- The Provider understands that DCF or the Wisconsin Legislative Audit Bureau (LAB) may conduct audits to ensure accuracy of the contract.
- The Provider understands that DCF may require repayment of funds disbursed to the Provider if the terms and conditions are not met, and the Provider agrees to repay the funds as required.

#### **Use of Funds for Providers**

Partner Up! provides funds to Businesses to support the child care needs of employees. Participating child care providers must use these funds to cover reasonable costs associated with the provision of high-quality child care services, and to comply with all child care regulations. Providers shall report all costs by category as outlined in the program materials.

*Restrictions on the use of funds.* Funds cannot be used in the following ways:

- Purchase or improvement of land, or for the purchase, construction, or permanent improvement of any building of facility, except for minor remodeling
  - Child care costs of school-age children during normal school hours
  - Services for which students receive academic credit toward graduation
  - Any instructional services that replace or duplicate the academic program of any public or private school
  - Legal services, bad debts, penalties/fines, capital assets, personal or business loans, or any other purpose unrelated to providing quality, professional child care services
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## Appendix A: True Cost of Care

The true cost of care is the cost to provide high-quality, developmentally appropriate, safe, and reliable child care staffed by a professionally compensated workforce. This amount is typically higher than going market rates and much higher than most families can afford.

Businesses who are renewing a previous contract are required to contribute a minimum of 35% of the true cost of care. Businesses may not contribute less for Cohort 3 than on their previous contract.

Providers contracted under Partner Up! receive the full true cost of care monthly for contracted slots.

<b>Full-Time Care (21+ hours/week)</b>					
<b>Age Group</b>	<b>Monthly True Cost of Care</b>	<b>Amount paid by Business per slot at contribution of...</b>			
		<b>35%</b>	<b>40%</b>	<b>45%</b>	<b>50%</b>
<b>0 &amp; 1 years</b>	<b>\$1,800</b>	<b>\$630</b>	<b>\$720</b>	<b>\$810</b>	<b>\$900</b>
<b>2 years</b>	<b>\$1,400</b>	<b>\$490</b>	<b>\$560</b>	<b>\$630</b>	<b>\$700</b>
<b>3 years</b>	<b>\$1,100</b>	<b>30%</b>	<b>\$440</b>	<b>\$495</b>	<b>\$550</b>
<b>4 &amp; 5 years</b>	<b>\$1,000</b>	<b>\$350</b>	<b>\$400</b>	<b>\$450</b>	<b>\$500</b>
<b>6+ years</b>	<b>\$900</b>	<b>\$315</b>	<b>\$360</b>	<b>\$405</b>	<b>\$450</b>

## Part-Time Care (1-20 hours/week)

Age Group	Monthly True Cost of Care	Amount paid by Business per slot at contribution of...			
		35%	40%	45%	50%
0 & 1 years	\$1,200	\$420	\$480	\$540	\$600
2 years	\$925	\$323.75	\$370	\$416.25	\$462.50
3 years	\$725	\$253.75	\$290	\$326.25	\$362.50
4 & 5 years	\$675	\$236.25	\$270	\$303.75	\$337.50
6+ years	\$600	\$210	\$240	\$270	\$300