

COUNTY CODE: _____

PELICAN ID: _____

For Official Use Only

REGULATED PROVIDER AGREEMENT

Type of Care (check one):

- Family Child Care Home (FCCH)
 - Group Child Care Home (GCCH)
 - Child Care Center (Center)
-

Legal Entity Name: _____

Physical Address: _____

Payment/Mailing Address: _____

Telephone Number: (_____) _____ Fax Number (if you have one): (_____) _____

E-mail Address (if you have one): _____

Web Site (if you have one): _____

Name of Contact Person: _____

Title of Contact Person: _____

FEIN Number: _____

Social Security Number (Family Child Care only, if no FEIN): _____

Legal Entities with Multiple Locations:

Legal entities with multiple locations must use Appendix E to list all location-specific information.

PURPOSE:

I want to participate in the Pennsylvania Subsidized Child Care Program. I agree to provide subsidized child care services for those children who are eligible for child care subsidy and authorized for payment by the Child Care Information Services (CCIS). This Provider Agreement (Agreement) explains what I must do to participate. By signing this Agreement, I am agreeing to follow the rules of the program, enforced by the CCIS and the Department of Human Services (DHS). I know that information about me may be shared with DHS and its agents, including the employees of the CCIS, the Office of Child Development and Early Learning (OCDEL), the Office of Income Maintenance (OIM), the DHS County Assistance Offices (CAO), the Office of the Inspector General (OIG), the U.S Comptroller General's Office and its agents, the U.S. Department of Health and Human Services and its agents and the Internal Revenue Service (IRS).

TERMS OF THE AGREEMENT:

This Agreement will continue, as long as all of the following criteria are met:

- I agree to care for subsidy-eligible children;
- I understand that if I am an owner, operator or director of a child care facility, I am not eligible for the subsidized child care program if there is space available to enroll my children in my facility;
- If I employ a subsidy parent, I must ensure that the parent/employee is not paid to care for his/her own subsidized child(ren). This means the parent/employee may not be assigned to his/her child's classroom and s/he may not be assigned to supervise his/her child during evening and/or nighttime hours. If this occurs, the daily rate paid for the employee's child while the employee watches his/her child will be considered an overpayment. This may result in a referral to the OIG for fraud investigation.
- I agree to provide to OCDEL tax information and a supporting tax verification document upon initial participation and thereafter upon request;
- I understand that if a child resides at the same address as a family or group child care home, the child may not receive subsidized child care at that facility;
- I continue to meet the terms and conditions of this Agreement at all times;
- I continue to meet the health and safety standards specified in Article II of this Agreement; and
- OCDEL and the CCIS agree to continue this Agreement.

Article I. PARTICIPATION REQUIREMENTS

By signing page six of this Agreement, the provider agrees to participate in OCDEL's Subsidized Child Care Program managed by the CCIS. The provider agrees to follow 55 Pa. Code Chapter 3041, 55 Pa. Code Chapter 168 and the Provider Guidelines established in this Agreement, including all Appendices of this Agreement. The CCIS will ensure that all of the documents listed above are available to the provider. All Addenda and Attachments are considered part of this Agreement and will be enforced by the CCIS and OCDEL.

The CCIS and/or OCDEL will investigate complaints and assess compliance with the requirements of this Agreement. The CCIS will refer all cases of suspected parent/caretaker and/or provider fraud to the OIG. OCDEL may instruct the CCIS to delay or withhold provider payment, in part or in full, pending the outcome of an OIG investigation for suspected fraud.

Article II. HEALTH & SAFETY STANDARDS

- (a) The health and safety standards with which the provider must comply are the standards specified in 55 Pa. Code Chapters 3270, 3280 or 3290 that correspond to type of facility.
- (b) Acceptable proof of compliance with health and safety standards is one of the following:
 - (1) A Certificate of Compliance issued by OCDEL to the legal entity for the specific location.
 - (2) At the discretion of OCDEL, when the location is a nonprofit child care center or group child care home, a document signed by an appropriate designee dated within the previous one year period stating that the location is in full compliance with 55 Pa. Code Chapter 3270 or 3280.

Article III. CONDITIONS OF THE AGREEMENT**(a) Payment Rates**

- 1) The provider is required to report information about his/her private pay rates for services when requested by the CCIS, at intervals established by OCDEL. Full-time and part-time rates are defined in Appendix A.
- 2) The provider cannot charge the subsidized child care program more than the provider charges private pay families.
- 3) The CCIS converts the weekly rate to a daily rate by dividing by five, which is called a Converted Payment Rate (CPR). CCIS agencies only convert private pay rates when OCDEL policy permits.
- 4) The Maximum Child Care Allowance (MCCA) is the maximum amount OCDEL will pay with the exception of tiered reimbursement, which is an add-on to the payment rate for quality. The MCCA are county-specific for the type of child care, age of the child receiving care and the number of hours of care provided daily.
- 5) The CCIS daily payment for Regulated Providers is either the MCCA or the established CPR, whichever is less, minus the parent/caretaker co-payment if applicable. Conditions of payment are found in Appendix A, Sections C and D.

(b) Federal Debarment

- 1) The provider must notify the CCIS if/when the provider is suspended/debarred from receiving federal funds. This will make the provider ineligible for payment during the suspended/debarred period. A provider who fails to report his/her suspended/debarred status to the CCIS will be referred to the OIG.

(c) Expulsion and Suspension

- 1) The provider must have a written expulsion and suspension policy that is shared with parents and includes a protocol to apply when an at-risk child is identified.

(d) Requirements for Keeping Information

- 1) The provider must keep the information listed below for a minimum of six (6) years after the end of the fiscal year that child care was provided, or until audits, legal actions, claims or other disagreements with the CCIS and/or OCDEL are resolved, whichever is later:
 - i) Attendance sheets, which include attendance invoices and daily attendance logs. The daily logs are required either in electronic or a hard copy and must show each child's name, drop-off and pick-up times, and date. Each drop-off and pick-up must be validated by the parent with signatures or an electronic sign in/sign out process;
 - ii) Financial records;
 - iii) Documents required for this Agreement;
 - iv) Documentation of actions taken by OCDEL against the provider;
 - v) Information that relates to the settlement of claims arising out of the performance or amount of money paid under this Agreement; and
 - vi) Any other information required for this Agreement.

- 2) The provider must allow representatives of the following agencies access to all required records (including information about parents/caretakers and their subsidy children):
 - i) DHS and its agents, including employees of the CCIS, CAO, OCDEL, OIM and OIG;
 - ii) The U. S. Comptroller General's office and its agents;
 - iii) The U. S. Department of Health and Human Services and its agents; and
 - iv) The IRS.

(e) Confidentiality

- 1) The provider will not reveal any information about a child or a child's family unless the information is related to the provision of child care, or in order to resolve a concern about the health, safety or welfare of the child.
- 2) Upon verbal or written request, the provider must submit information regarding families (parent/caretakers and their subsidy children) who receive subsidized child care to those individuals who are responsible for eligibility review, evaluation or audit functions. This includes: OCDEL and its agents, including the employees of the CCIS, CAO, OCDEL, OIM and OIG; the U.S. Comptroller General's office and its agents; the U.S. Department of Health and Human Services and its agents; and the IRS.

(f) Right to Know

- 1) In accordance with Section 504 of the Right to Know Law, 65 P.S. §67.101, OCDEL will provide public access when written requests are received for its public records while abiding by exemptions and protections in the law to safeguard certain information, including confidential personal information of clients and providers.
- 2) The provider understands that his/her name and address are considered to be public record.

Article IV. ENDING THE PROVIDER AGREEMENT

(a) This Agreement shall end if:

- 1) OCDEL fails to provide adequate funds to the CCIS to provide payments to child care providers for subsidized child care services.
- 2) A Provider fails to:
 - i) Comply with the conditions specified in this Agreement and its Appendices, or
 - ii) Advise the OCDEL Certification Regional Office of a change in the legal entity of a facility or agency, or
 - iii) Advise the OCDEL Certification Regional Office of a change in the name of the facility or agency, or
 - iv) Advise the OCDEL Certification Regional Office of a change in the location of the facility or agency, or
 - v) Advise the OCDEL Certification Regional Office of a change in the profit or non-profit status of the facility or agency, or
 - vi) Apply to the OCDEL Certification Regional Office to renew a certificate of compliance prior to end date on the current certificate, or
 - vii) Provide OCDEL full and free access to the facility location, or
 - viii) Provide current tax information and a supporting tax verification document to the OCDEL Certification Regional Office and to the CCIS, or
 - ix) Comply with the health and safety standards specified at Article II of this document.

- 3) OCDEL issues an emergency order to remove children from the facility or if the facility is closed by an order of the court. No waiver of subsidy termination is permitted.
- (b) The CCIS may end this Agreement without advance notice and with concurrence from OCDEL for the following reasons:
- 1) Failure to comply with conditions specified in this Agreement;
 - 2) Charging the CCIS more than the payment rate established in this Agreement;
 - 3) Submitting untimely invoices as explained in Appendix A, Section D, "Submitting an Invoice for Payment".
 - 4) If, after investigation, the provider is determined to have committed or colluded to commit fraud.
- (c) Either party may end this Agreement without cause.

Article V. APPENDICES

The provider must follow the requirements of the applicable Appendices listed below, which are attached and made part of this Agreement:

APPENDIX A	Rules for Participation in the Subsidized Child Care Program
APPENDIX B	Provider Closed Days
APPENDIX C-1	CCIS Subsidized Child Care Provider Reported Rates
APPENDIX C-2	CCIS Subsidized Child Care Provider Payment Rates
APPENDIX D	Nondiscrimination Clause
APPENDIX E	Multiple Locations
APPENDIX F	Payment Rate Calculations

Article VI. DISCLAIMERS AND INDEMNIFICATION

- (a) OCDEL and the CCIS do not guarantee the quality of child care services delivered by the provider and are not responsible for the provider's acts or failure to act.
- (b) The provider agrees to indemnify and hold harmless the OCDEL, the CCIS and all of its officers, agents and employees from and against any and all claims and expenses, including attorneys' fees, resulting from any personal injury or property damage, directly or indirectly arising out of, relating to, or resulting from, providing child care services described under this Agreement that are caused by acts or negligence of the provider, its officers and/or employees.

Article VII. NON-EMPLOYEE STATUS

I know that I am **not** an employee of OCDEL or the CCIS. Because I am **not** an employee of OCDEL or the CCIS, I am **not** entitled to any employee-related benefits such as Worker's Compensation, health care or Unemployment Compensation through OCDEL or the CCIS. I know that I am only a participant in the Subsidized Child Care Program. I am a self-employed child care provider and I assume full responsibility for reporting my earnings to Federal, State and Local Tax authorities.

COUNTY CODE: _____

PELICAN ID: _____

SIGN AND RETURN THIS COPY

PROVIDER AGREEMENT

This Agreement is between the provider named on page one of this Agreement and the CCIS of _____

All information given in this Agreement and in the appendices is true, correct and complete to the best of my knowledge and belief. I agree to follow the provisions of this Agreement and the appendices.

I understand I may be referred to the OIG if I am suspected of engaging in fraud.

Provider Representative Signature Date _____

Print Provider Representative Signature

CCIS Employee Signature Date _____

Print CCIS Employee Signature

Request for Interpreter

I do not read or speak English very well, so I requested verbal translation of this Agreement and the Appendices in my primary language. I have been informed in my language of all of the provisions of the Agreement and the Appendices.

Provider Signature Date _____

Print Provider Signature

Verbal interpretation of provisions of the Agreement and the Appendices was provided in the provider's primary language by _____

CCIS Employee Signature Date _____

Print CCIS Employee Signature