

County Code: _____

Provider I.D. Number: CCMIS _____ --

For Official Use Only

PROVIDER AGREEMENT

Type of Care:

- Regulated:
- () Family Day Care Home (FDCH)
 - () Group Day Care Home (GDCH)
 - () Day Care Center (Center)

Legal Entity Name: _____

Address: _____

Payment Address: _____

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

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

Center, Group, and Family Providers:

Name of contact person: _____

Title of contact person: _____

FEIN Number: _____

Social Security Number (Family Day Care Only): _____

Legal Entities with Multiple Locations:

Legal entities with multiple locations 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 service for those children who are authorized eligible for child care subsidy. This Provider Agreement explains what I must do to participate. By signing this Provider Agreement, I am agreeing to follow the rules of the program, enforced by the Child Care Information Services (CCIS) and the Department of Public Welfare (DPW). I know that information about me may be shared with DPW 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 County Assistance Office (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.

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 who are authorized for enrollment by the CCIS;
- I agree to provide to DPW tax information and a supporting tax verification document upon initial participation and thereafter upon request;
- I continue to meet the terms and conditions of this Agreement;
- I continue to meet the health and safety standards specified in Article II of this Agreement;
- DPW 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 DPW'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 assure 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 DPW.

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 copy of the Certificate of Compliance or Registration issued by DPW to the legal entity for the specific location.
 - (2) At the discretion of the Department, when the location is a Nonprofit child care center or group child care home, a document signed by an appropriate designee of OCDEL 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 the rates for services when requested by the CCIS, at intervals established by DPW. Full-time and part-time rates are defined in Appendix A.
- 2) The CCIS converts the weekly rate to a daily rate by dividing by five, which is called a Converted Payment Rate (CPR).

- 3) Maximum child care allowances (MCCA) are county-specific for the type of child care, age of the child receiving care and the number of hours of care provided each day.
- 4) CCIS's daily payment for Regulated Providers is either the MCCA or the CPR, whichever is less, minus the parent co-payment if applicable. Conditions of payment are found in Appendix A, Sections C and D.

(b) 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, and until all audits, legal actions, claims or other disagreements with DPW are resolved, whichever is later:
 - i) Attendance sheets;
 - ii) Information provided by the parent/caretaker;
 - iii) Financial records;
 - iv) Documents required for this Agreement;
 - v) Documentation of actions taken by DPW against the provider;
 - vi) Information that relates to the settlement of claims arising out of the performance or amount of money paid under this Agreement; and
 - vii) Any other information required for this Agreement.
- 2) The provider must allow representatives of the following agencies access to all required records:
 - i) DPW and its agents, including employees of the CCIS, the CAO and the 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 Internal Revenue Service (IRS).

(c) 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 who receive subsidized child care to those individuals who are responsible for eligibility review, evaluation or audit functions. This includes: U.S. Comptroller General's office and its agents; the U.S. Department of Health and Human Services and its agents; DPW and its agents, including the employees of the CCIS and the CAO, OCDEL, OIM and OIG; and the Internal Revenue Service.

Article IV. ENDING THE PROVIDER AGREEMENT

(a) This Agreement shall end if:

- 1) DPW 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) Advise the DPW Regional Office of a change in the legal entity of a facility or agency, or
 - ii) Advise the DPW Regional Office of a change in the name of the facility or agency, or
 - iii) Advise the DPW Regional Office of a change in the location of the facility or agency, or
 - iv) Advise the DPW Regional Office of a change in the profit or non-profit status of the facility or agency, or
 - v) Apply to DPW to renew a certificate of registration or compliance prior to end date on the current certificate, or
 - vi) Provide DPW full and free access to the facility location, or
 - vii) Provide tax information and a supporting tax verification document to DPW, or
 - viii) Comply with the health and safety standards specified at Article II of this document.
 - 3) DPW 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 DPW 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".
- (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 CCIS Subsidized Child Care Program
APPENDIX B	Provider's Schedule & Closed Days
APPENDIX C-1	CCIS Subsidized Child Care Provider's Reported Rates
APPENDIX C-2	CCIS Subsidized Child Care Provider's Payment Rates
APPENDIX D	Nondiscrimination Clause
APPENDIX E	Multi-Site Providers

Article VI. DISCLAIMERS AND INDEMNIFICATION

- (a) DPW 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 DPW and/or 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 DPW or the CCIS. Because I am **not** an employee of DPW or the CCIS, I am **not** entitled to any employee-related benefits such as Worker's Compensation, health care or Unemployment Compensation through DPW 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.

OBSOLETE

SIGN AND RETURN THIS COPY

PROVIDER AND CCIS AGREEMENT

This Agreement is between the Provider named on page one of this Agreement and the Child Care Information Services (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.

Provider Representative Signature Date

CCIS Employee Signature Date

OBSOLETE