

**IN-HOME CARE PARENT/CARETAKER PROVIDER AGREEMENT**

**This section should be completed by the Parent/Caretaker:**

Name of Parent/Caretaker:		Home Phone Number:
Address of where care will be provided:	Payment Address:	
Parent's/caretaker's Social Security Number:		Work phone number:

**This section should be completed by the Provider:**

Name of person providing care:		Home phone/Cell number:
Home Address:		
Social Security Number:	Date of Birth:	

**List the children for whom care is provided:**

Child's Name	Date of Birth:	Full-time / Part-time	Hours of Care

**DEFINITION:**

In-home child care is defined as child care that is provided in the children's own home by a provider who does not live in the children's home. In-home care may only be used by a parent/caretaker between the hours of 9:00 p.m. and 6:00 a.m. Exceptions for the use of in-home care outside the hours of 9:00 p.m. to 6:00 a.m. are permitted for a specific child when care outside the home is a risk to the child's health. The child's health condition and risk to health must be documented by a licensed physician or psychologist and explain the necessity for in-home care for reasons related to the child's health.

- The Office of Child Development and Early Learning (OCDEL) must give the Child Care Information Services (CCIS) approval for the parent/caretaker to use in-home care outside of the hours of 9:00 p.m and 6:00 a.m.

The parent/caretaker must pay the additional amount necessary to meet minimum wage requirements and is responsible to pay applicable federal and state taxes in all situations. The CCIS will follow up

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with the parent/caretaker within 30 calendar days following completion of the In-home Care Parent/Caretaker Provider Agreement (Agreement) to remind the parent/caretaker of the responsibility to pay the in-home provider minimum wage for child care.

In-home care includes only the children who live in the home where care is provided and does not include other children who do not live in the home. An in-home child care provider is a person who supervises and cares for children in the children's own home.

This Agreement is between, \_\_\_\_\_, who is the in-home care provider hereafter known as the provider, and \_\_\_\_\_, who is the subsidy-eligible parent/caretaker and who has chosen the above-named in-home provider, hereafter known as the parent/caretaker and the CCIS of \_\_\_\_\_, an agent for the Department of Public Welfare (DPW).

### **PURPOSE**

The parent/caretaker and the provider agree to follow the guidelines set forth for receiving in-home child care and the provisions of 55 Pa.Code Chapters 168 and 3011 (relating to child care and subsidized child care eligibility).

### **TERMS**

**This Agreement is subject to periodic review and change at the discretion of the DPW.**

#### Effective Period

This Agreement will become effective on \_\_\_\_\_ and will continue as long as:

- The parent/caretaker pays the provider the weekly co-payment timely;
- The parent/caretaker pays the provider the additional amount necessary to meet minimum wage requirements for the children listed on page one of this Agreement and pays applicable federal and state taxes in all situations;
- The family meets the terms and conditions of this Agreement;
- The family remains eligible for subsidized care; and
- The provider remains eligible to participate in the subsidized child care program.

#### Termination of the Agreement

Any party may end this Agreement without cause. The Agreement may also be terminated as follows:

##### Termination by the Parent/Caretaker

If the parent/caretaker no longer wishes to pay the provider to care for the children listed on page one of this Agreement, the parent/caretaker must notify the CCIS by the close of the following business day. The Agreement will be terminated effective the date of the notification.

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### Termination by the Provider

If the provider wishes to stop caring for the children listed on page one of the Agreement, the provider must inform the parent/caretaker and the CCIS by the close of the following business day. The Agreement will be terminated effective the date of the notification.

### Termination by the CCIS

The CCIS may terminate the Agreement without advance written notice, with concurrence from DPW, if the parent/caretaker or provider does not meet the conditions specified in the Agreement or if the:

- Family no longer meets the in-home requirements (ex: parent/caretaker no longer works between the hours of 9:00 p.m. and 6:00 a.m.); or
- Child's health condition changes and care outside the home no longer poses a health risk to the child; or
- Family is no longer eligible for the subsidized child care program; or
- Parent/Caretaker terminates the employment of the provider; or
- Provider submits an invoice to the CCIS for a child not included on page one of this Agreement; or
- Provider submits more than two invoices to the CCIS following the 20<sup>th</sup> calendar day of the month following the month in which child care is provided and the CCIS has taken steps to work with the provider but was unable to resolve the problem; or
- Parent/Caretaker fails to pay to the provider the weekly co-payment on time; or
- Parent/Caretaker collects the subsidized reimbursement from the CCIS and fails to pay the provider; or
- Parent/Caretaker fails to pay the provider the additional amount necessary to meet minimum wage requirements and/or fails to pay the applicable federal and state taxes; or
- Parent/Caretaker or provider commits any type of fraud in relationship to this Agreement.

The CCIS may terminate the Agreement without advance written notice if DPW is unable to provide adequate funds to the CCIS for subsidized child care.

Additionally, the participation of the parent/caretaker or provider in the subsidized child care program may be terminated as a result of a complaint investigation by DPW which alleges that the parent/caretaker or the provider violates the provisions of this Agreement.

## **CONDITIONS**

### Participation Standards

The parent/caretaker and provider agree to follow the Subsidized Child Care Eligibility Regulations (55 Pa. Code Chapters 168 and 3041) and the Standards and Guidelines for Participation established in Appendix A of this Agreement. Subsidized Child Care Eligibility Regulations (55 Pa. Code Chapters 168 and 3041) are available at the CCIS upon request.

DPW will investigate complaints and assess compliance with the requirements of this Agreement.

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Disclaimer

Neither the CCIS nor DPW guarantees the quality of service delivered by the provider and neither is responsible for any act or failure to act by the provider.

Neither the CCIS nor DPW represents the parent or the provider in any way and neither is responsible for the relationship between the parent and the provider, or the terms and conditions of employment.

Reimbursement

The CCIS will make monthly payments to the parent/caretaker. The CCIS will reimburse the parent/caretaker only for the CCIS-approved hours and days child care was actually provided for each authorized child. Reimbursement will not be made for a child who was out of the home during the approved hours of care. Reimbursement begins on the date noted on the Enrollment Summary as “the date the child is eligible for reimbursement.” Reimbursement is based on the eligibility status of the family and individual children.

Daily Rates

The CCIS will not pay more for the cost of child care than the actual cost of care minus the family’s assessed weekly co-payment. The daily rate for child care may not exceed the established DPW maximum child care allowance (MCCA) for in-home providers, which is based on the county in which the in-home care is provided, the age of the child and hours of care.

The provider’s daily rates for care are listed in Appendix B. The CCIS will pay the rate listed in Appendix B minus the parent’s/caretaker’s weekly co-payment.

Nontraditional Add-on

The CCIS will pay a 25% add-on for nontraditional hours of care at its discretion when the parent’s/caretaker’s verified work or training schedule indicates that the child needs 5 or more hours of full-time care or more than three hours of part-time care between the hours of 6:00 PM and 6:00 AM, Monday through Friday and/or Saturday and/or Sunday.

Calculating Nontraditional Add-on

**EXAMPLE:** The child needs care from 9:00 PM until 6:00 AM, Monday through Friday. A full-time nontraditional rate is paid because more than five hours of care fall between 6:00 PM and 6:00 AM.

**STEP 1**

MCCA	\$20
X	25%
<hr/>	
NONTRADITIONAL ADD-ON	\$ 5

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**STEP 2**

MCCA	\$20
+ NONTRADITIONAL ADD-ON	\$ 5
<b>NONTRADITIONAL RATE</b>	<b>\$25</b>

Invoicing for Payment

The parent must submit an attendance invoice to the CCIS on a monthly basis on a form provided by DPW. The invoice must include the days of attendance for each child as well as the days the provider was present in the home and provided child care. The invoice is due to the CCIS by the fifth calendar day of the month following the month child care is provided. CCIS will not make a payment for an individual child until the signed invoice is received.

The CCIS **will not make payment** on any invoice received more than 5 calendar days following the last day of the calendar month that child care is provided. Invoices for the months of May and June of the current fiscal year must be received by July 31<sup>st</sup>.

Collection of Overcharges

The parent/caretaker must make restitution to the CCIS for any overcharge of the reimbursement of child care in the event the child was not eligible for subsidized child care or the parent/caretaker terminated the in-home child care arrangement without notifying the CCIS. If the overcharge is not paid, a referral will be made to the Commonwealth's collection agent.

Alternate Care

- A. An in-home provider must obtain permission from the CCIS before allowing another person to provide substitute child care.
- B. An in-home provider must notify the parent/caretaker of the identity of a substitute child care provider before the substitute provides care.
- C. Substitute child care must be provided at the site shown in this Agreement.
- D. Substitute child care providers are subject to Federal and State criminal history and child abuse background clearance requirements.

Record Keeping Requirements

A. Requirements for Keeping Information

- 1. The provider must keep the information listed below for a minimum of six (6) years after the fiscal year that child care was provided, and until audits, legal actions, claims or other disagreements with DPW are resolved:

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- a. Attendance sheets;
- b. Information provided by the parent/caretaker;
- c. Financial records;
- d. Documents required for this Agreement;
- e. Documentation of actions taken by DPW against the provider;
- f. Information that relates to the settlement of claims arising out of the performance or amount of money paid under this Agreement; and
- g. Any other information required for this Agreement.

2. The provider must allow representatives of the following agencies access to all required records:

- a. DPW and its agents, including employees of the CCIS, CAO, OCDEL, Office of Income Maintenance (OIM) and Office of the Inspector General (OIG);
- b. The U. S. Comptroller General's office and its agents;
- c. The U. S. Department of Health and Human Services and its agents; and
- d. The Internal Revenue Service (IRS).

### **B. 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: DPW and its agents, including the employees of the CCIS and the 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.

### **PROVIDER'S STATEMENT OF EMPLOYMENT STATUS**

I understand that I am an employee of the parent/caretaker. I am **not** an employee of the CCIS or DPW by participating in this program. Furthermore, I understand that I am **not** entitled to monetary compensation or to any employee-related benefits such as Workmen's Compensation, health care or Unemployment Compensation through the CCIS or DPW.

### **PARENT/CARETAKER'S STATEMENT OF ELIGIBILITY STATUS**

I understand that the CCIS will assist in the reimbursement of my child care cost only after the costs have been incurred, providing I comply with the terms and conditions of this agreement, I remain eligible for the subsidized child care program and I continue to meet the requirements for in-home care.

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**APPENDICES**

As a condition of this Agreement, the parent/caretaker and the provider must abide by the requirements of the following appendices, which are attached and made part of this Agreement:

- Appendix A - Standards and Guidelines For Participation
- Appendix B - Relative/Neighbor Rate Guide

**INDEMNIFICATION AND HOLD HARMLESS**

The parent/caretaker's provider agrees to indemnify and hold harmless the CCIS or DPW and its offices, agents and employees from and against any and all claims and expenses, including attorney's fees, resulting from personal injury or property damages, directly or indirectly, arising out of or relating to or resulting from the furnishing of any services described under this Agreement and caused by acts or negligence of the parent/caretaker or the provider.

Obsolete

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**PROVIDER CERTIFICATION:**

I certify that I am in compliance with the Standards set forth by the DPW, listed in Appendix A of this Agreement, and that all information provided is true, correct and complete. I understand that all appendices and attachments are considered a part of this Agreement and will be enforced by the CCIS. I certify that I am paid by \_\_\_\_\_ for the purpose of providing child care services to the children listed on page one, in their home. I understand if a change occurs or if the parent/caretaker fails to pay the weekly co-payment, I must notify the CCIS by the close of the following business day. I have received a copy of the Standards and Guidelines for Participation and fully understand my responsibilities as an in-home child day care provider.

\_\_\_\_\_  
Signature of In-home Provider

\_\_\_\_\_  
Date

**PARENT/CARETAKER CERTIFICATION:**

I certify that I am in compliance with the Standards set forth by the DPW, listed in Appendix A of this Agreement, and that all information is true, correct and complete. I understand that all appendices and attachments are considered a part of this Agreement and will be enforced by the CCIS. I certify that I am paying \_\_\_\_\_ for the purpose of providing child care services in my home to the children listed on page one and I certify that I am paying at least the minimum wage and all applicable federal and state taxes. I understand that I am subject to 18 Pa. C.S. § 4902 (relating to unsworn falsification to authorities) and I can be penalized by fine, imprisonment, or subsidized child care ineligibility for making any false statements that may affect my eligibility status. I understand that if I receive subsidized child care for which I was not eligible, I will be required to pay back the cost of child care I received in error. I understand if a change occurs I must notify the CCIS by the close of the following business day. I understand that I must pay the provider the weekly co-payment timely. I have received and reviewed a copy of the Standards and Guidelines for Participation.

\_\_\_\_\_  
Signature of Parent/Caretaker

\_\_\_\_\_  
Date

**OFFICIAL USE ONLY:**

\_\_\_\_\_  
Signature of CCIS Representative

\_\_\_\_\_  
Date

Provider ID: \_\_\_\_\_

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**Request for Interpreter**

I do not read or speak English very well, so I requested verbal translation of this Provider 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

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

Verbal interpretation of provisions of the Provider Agreement and the Appendices was provided in the parent's/provider's primary language by \_\_\_\_\_

\_\_\_\_\_  
CCIS Employee Signature

\_\_\_\_\_  
Date