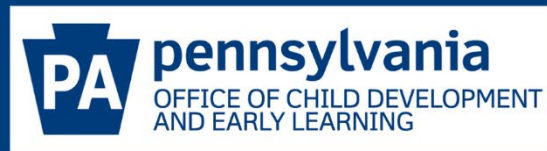


# ANNOUNCEMENT ELRC 24-01



Pennsylvania Office of Child Development and Early Learning  
Bureau of Early Learning Policy and Professional Development

**Issue Date:** May 29, 2024

**Effective Date:** August 1, 2024

**End Date:** TBD

**Subject:** Updated Provider Agreements for Certified Child Care Providers

**To:** All Regulated Child Care Providers; Early Learning Resource Centers (ELRCs); and The Office of Child Development and Early Learning (OCDEL) Early Learning Resource Center Program Representatives

**From:**

A handwritten signature in black ink that reads 'Shante' A. Brown'.

Shante' A. Brown  
Deputy Secretary, Office of Child Development & Early Learning

## PURPOSE

To announce that certified child care providers will have to complete and sign new provider agreements that will be effective August 1, 2024.

## BACKGROUND

The provider agreement establishes the terms of participation and payment between the payer and a certified child care provider who provides care to children that participate in Pennsylvania's subsidized child care program, Child Care Works (CCW). In order to be in compliance with the Child Care Development Block Grant (CCDBG) and 55 Pa. Code Chapter 3042 Subsidized Child Care Eligibility, the Office of Child Development and Early Learning (OCDEL) must update the certified child care provider agreements.

## DISCUSSION

The following changes have been made to the certified child care provider agreement and the appendices.

### Provider Agreement Changes for Terms of the Agreement:

- Has been revised to state that if the provider is the owner of the child care facility, they are not eligible for subsidized child care for their own child if that child will be cared for in the same facility. Previously the language stated that the owner, operator, and/or director of the child care facility is not eligible for the subsidized child care program, if there is space available to enroll their child(ren) in the provider's facility;
- Has been revised to include provider must report if a staff member (parent/caretaker) is in the classroom with their children and/or if they provide care for their own children. Information must be reported within the same month to ensure billing is accurate to ensure an overpayment does not occur.

### Provider Agreement Changes for Article III Conditions of the Agreement:

- **Provider Agreement, Article III Conditions of the Agreement, (a) Payment Rates** has been revised to state that the Maximum Child Care Allowance (MCCA) is based on region instead of county and to clarify that tiered reimbursement and the non-traditional care add-on rate will be added to the Converted Payment Rate (CPR) or MCCA, whichever is less, if the certified child care provider is eligible to receive it.
- **Provider Agreement, Article III Conditions of the Agreement, (a) Payment Rates** has been revised to state if the provider's private pay rate is higher than the subsidy payment, the provider may charge the parent/caretaker the difference. Tiered reimbursement and the non-traditional care add-on rate are considered part of the subsidy payment amount and the provider cannot deduct this amount before determining the difference between the subsidy payment amount and their published rates if charging families the difference.
- **Provider Agreement, Article III Conditions of the Agreement, (a) Payment Rates** has been revised to add the provider will receive a registration fee for each new enrollment, in the amount determined by OCDEL, regardless of whether the provider charges private pay families a registration fee. If a provider does charge private pay families a registration fee, and the fee is greater than the amount OCDEL pays, providers cannot charge CCW families the difference.
- **Provider Agreement, Article III Conditions of the Agreement, (a) Payment Rates** has been revised to add the provider will refund or credit any private pay payments (minus the weekly copayments) families made prior to becoming eligible for CCW funding, retroactive to the CCW eligibility date.
- **Provider Agreement, Article III Conditions of the Agreement, (c) Expulsion and Suspension** has been revised to add a provider must contact the ELRC prior to suspending or expelling a CCW child.

- **Provider Agreement, Article III Conditions of the Agreement, (d) Staff Professional Development** has been added to require **all** staff must take professional development on Child Development annually, unless actively enrolled in an ECE/CD degree program. These types of trainings are available through the Professional Development Registry.
- **Provider Agreement, Article III Conditions of the Agreement, (d) Staff Professional Development** requires **all** Directors/Owners/Operators and staff who have a role in processing CCW payments must take professional development on Program Accountability and Integrity within 90 days hire.
- **Provider Agreement, Article III Conditions of the Agreement, (d) Staff Professional Development** requires Attestation I must be completed and submitted to the ELRC.

Both professional developments will be available through the Professional Development Registry which can be accessed at <https://www.pakeys.org/get-professional-development/professional-development/>

- **Provider Agreement, Article III Conditions of the Agreement, (e) Requirements for Keeping Information** added clarification that if using paper attendance logs, the parent/caretaker must sign in/out using their full first and last name or first initial and full last name (legibly). Relationship titles are not acceptable.

#### Provider Agreement Changes for Article IV Ending the Provider Agreement:

- **Provider Agreement, Article IV Ending the Provider Agreement, (b)** The ELRC may end this Agreement without advance notice and with concurrence from OCDEL if the provider is charging CCW families a registration fee or the difference between what the ELRC pays for a registration fee and the amount they charge their private pay families.
- **Provider Agreement, Article IV Ending the Provider Agreement, (b)** The ELRC may end this Agreement without advance notice and with concurrence from OCDEL if the provider submits invoices that do not align with attendance logs and family schedules.
- **Provider Agreement, Article IV Ending the Provider Agreement, (d)** The provider has the right to appeal the decision to terminate this agreement under 1 Pa. Code Chapter 35 was added.

## Provider Agreement Appendices Changes:

- **Provider Agreement, Article V Appendices** has been updated to include *Appendix I Attestation of Professional Development*
- **Appendix A – Rules for Participating in the Subsidized Child Care Program, C. Payment, 1. Types of Payment Rates** has been updated to include **non-traditional add-on rate**. The add-on is 25% for all certified providers. Non-traditional care is defined as two or more hours of care provided weekdays between the hours of 6:00 PM and 6:00 AM or any amount of care provided on a Saturday and/or Sunday.
- **Appendix A – Rules for Participating in the Subsidized Child Care Program, C. Payment, 2. Additional Fees** has been updated to state providers will receive a registration fee for each new enrollment, in the amount determined by OCDEL, regardless of whether the provider charges private pay families a registration fee. Providers cannot charge CCW families the difference between the amount OCDEL pays for the registration fee and what they charge private pay families.
- **Appendix A – Rules for Participating in the Subsidized Child Care Program, C. Payment, 2. Additional Fees** has been updated to state tiered reimbursement and the non-traditional care add-on rate are considered part of the subsidy payment amount and the provider cannot deduct this amount before determining the difference between the subsidy payment amount and their published rates, if charging families the difference.
- **Appendix A – Rules for Participating in the Subsidized Child Care Program, C. Payment, 3. Co-Payment** has been revised to clarify that if the copayment delinquency is not reported to the ELRC timely, the ELRC cannot hold the parent/caretaker accountable, and the repayment of the delinquent copayment becomes an arrangement between the provider and parent/caretaker.
- **Appendix A – Rules for Participating in the Subsidized Child Care Program, C. Payment, 4. Absences** has been revised to clarify that the ELRC will pay for a maximum of five consecutive days of absence and the provider must report to the ELRC when the child returns to care after suspension.
- **Appendix A – Rules for Participating in the Subsidized Child Care Program, C. Payment, 5. Changes to the CPR** has been revised to state if a provider updates their private-pay rates, the provider must communicate those changes to families and provide verification of the updated child care provider's private-pay rates to the Early Learning Resource Center (ELRC). The updated rate will become effective the first of the month following the date the verification was received by the ELRC.

- **Appendix A – Rules for Participating in the Subsidized Child Care Program, C. Payment, 6. Verifying the Provider’s Reported Rate and its Relationship to the CPR** has been updated to include the provider must refund or credit any private pay payments (minus the weekly copayments) families made prior to becoming eligible for CCW funding, retroactive to the CCW eligibility date.
- **Appendix A – Rules for Participating in the Subsidized Child Care Program, C. Payment, 7. Closed Days** was updated to include PSS users that do not report emergency closures by the 5th day of the current month, will receive non-paid closures. The closures must be reported to the ELRC and will be entered as non-paid. Scheduled closures must also be added prior to the 5th of the current month in order to be paid. If not, they must be reported to the ELRC and will be entered as non-paid.
- **Appendix F – Payment Rate Calculations** has been updated to include information about calculating non-traditional add-on rates.

[Provider Agreement Signature Page:](#)

- Added language to clarify OCDEL requires the use of one signed Agreement to be transferable between ELRCs as needed upon newly enrolled children in other ELRC regions to establish payments. An ELRC should not have an additional Agreement signed by the provider specific to their region.

ELRCs will begin mailing or emailing updated certified child care provider agreements, along with the appendices, to certified child care providers who participate in Child Care Works (CCW) on June 3, 2024. Certified child care providers who participate in CCW **must** read and sign the updated agreement indicating they agree to follow all rules within the certified child care provider agreement and all appendices, including the updates in this Announcement, and return the signed certified provider agreement to the ELRC by July 31, 2024.

Although the ELRC will send ALL appendices for the providers review, as they are a part of the provider agreement, the provider DOES NOT have to complete and return the following:

**Appendix A** – Rules for Participating in the Subsidized Child Care Program (no signature required)

**Appendix B** – Provider’s Closed Days (the previously completed Appendix B is still in effect per the letter sent in April 2024 regarding completing closed days for 2024-2025)

**Appendix C-1** - ELRC Subsidized Child Care Provider Reported Rates (unless there is a change and the provider does not use PSS) **NOTE:** When updating provider rates, verification of published rates must be submitted to the ELRC.

**Appendix D** – Nondiscrimination Clause (does not require a signature)

**Appendix E** – Multiple Locations (unless there is a change)

**Appendix F** – Payment Rate Calculations (no signature required)

**Appendix G** – Provider Service Schedule (unless there is a change and the provider does not use PSS)

**Appendix H** - Capacity Compliance Statement (the previously signed Appendix H is still in effect, unless there is a change)

**Appendix I** – Attestation of Professional Development (the previously signed Appendix I is still in effect)

If the updated certified child care provider agreement is not signed and returned to the ELRC by July 31, 2024, the certified child care provider agreement will be terminated immediately.

NOTE: If the provider returns the agreement after the July 31, 2024 due date, the ELRC will reopen the agreement and enrollments, the date the provider returned the agreement. **Providers will not receive retroactive payments back to August 1, 2024.**

## NEXT STEPS

1. Certified child care providers:
  - a. Look for the updated Provider Agreement and Appendices to be mailed or emailed to you by the ELRC beginning June 3, 2024.
  - b. Read the updated Provider Agreement and Appendices. Sign and return the Provider Agreement indicating you are willing to continue to participate in the CCW program to the ELRC by July 31, 2024. Provider Agreements that are not returned to the ELRC by July 31, 2024 will be terminated.
  - c. Direct any questions to your ELRC.
2. ELRCs
  - a. Review and share this information with appropriate staff.
  - b. Mail or email the updated Provider Agreement and Appendices to all certified child care providers beginning June 3, 2024.
  - c. Terminate Provider Agreements that have not been returned by July 31, 2024.
  - d. Direct any question to your program representative.