

THE PENNSYLVANIA STATE UNIVERSITY CHILD CARE PROVIDER AGREEMENT

I. PURPOSE

This Agreement establishes the terms of **The Pennsylvania State University Child Care Subsidy Program**. The goal of this program is to ensure the delivery of quality child care service to our participating student parent families. The University must require that all funds are appropriately spent and monitored.

II. TERM OF AGREEMENT

This Agreement shall be in effect during the enrollment period of the qualifying Penn State student parent(s) unless otherwise terminated with a 30-day written notice to the contracting party and the student parent family.

III. CENTER REQUIREMENTS

The child care facility (either center, family home, or group home), known from this point as the “Center”, must meet the following regulations:

- The Center must be licensed by the Pennsylvania Department of Human Services and provide the University with proof of licensure. The Center will remain in good standing with all health and safety regulations pertaining to licensure. If the Center does not uphold licensure status, this contract will be terminated.
- The Center must be accredited and provide a copy of the accreditation certificate to the University. Approved accreditation entities include, but are not limited to, the National Association for the Education of Young Children (NAEYC), the National Association for Family Child Care (NAFCC) and the National AfterSchool Association (NAA).
- If the Center is not accredited at the commencement of this Agreement, then the Center must be at least a Keystone STAR Level 2 in order to participate and must begin the accreditation process or earn a Keystone STAR 4 within three (3) years. If the Center does not make a timely, good faith effort to progress, then the Center will no longer be eligible to participate in the program.
- The Center will give the University the authority to review financial, health and safety records, state licenses, certifications, and registrations if the University is required to do so by the U.S. Department of Education. The Center shall allow reasonable and timely site visits if required by the U.S. Department of Education.
- The Center must keep on file copies of all inspections from the Department of Human Services, Keystone Stars and/or their accreditation entity. The University has the right to ask for these inspection reports at any time.

- If necessary, the Center will provide financial reports pertaining to the student parent showing proportional costs from the Center.
- The Center will bill the University on a monthly basis for services provided and payment will be made directly to the center from the University.
- The Center has the right to withdraw participation in the program after providing a 30-day notice to the University and student parent family with the knowledge that no further subsidy payment will be made to the Center.
- The Center is acting as an independent contractor in the performance of this Agreement and nothing contained herein shall be construed to create an agency relationship, a partnership, joint venture, or any other type of association.
- The Center shall indemnify and hold harmless the University, its trustees, officers, employees, and agents against any claim, loss, liability, injury or damage (including attorneys' fees and other costs or expenses of litigation) caused by or arising out of any act or omission of the Center or Center's officers, employees, agents, or staff under its control and direction. The Center shall give the University prompt notice of and the opportunity to participate in the defense of any suit or claim alleging injury or damage to person or property and arising out of the operation of the Center under this Agreement. The Center shall defend any suit against University alleging injuries or damages arising out of the operation of the Center.

IV. UNIVERISTY RESPONSIBILITY

- Penn State University shall be responsible for implementing the child care provider agreement between the Center and the University. The University will implement all rules and regulations set forth by the U.S. Department of Education.
- The University will be responsible for coordinating and provide monthly payments to the provider after an invoice has been received by the University.
- The University will be responsible for indentifying qualified student families and notifying the Center of the student's eligibility for subsidy funds. The amount of the subsidy payment will be made to the Center in writing and may not cover the full cost of child care services. Payment start and end dates will be clearly communicated.
- The University will be responsible for advertising this program at the child care centers and all campus locations. The PSU Coordinator will work with the Center to coordinate the best way to communicate information to student parents who may be eligible to participate.
- The University does not assume any responsibility or liability for the quality of child care services being provided by the Center.

V. PARENT RESPONSIBILITY

Parents are required to research and choose a child care center that is best suited for the well being of their child(ren) and family needs. Qualifying parents are responsible for following the rules and regulations set forth by the University and the Center to participate in this program;

