

## **Questions and Answers Regarding the Early Education and Care Voucher Services Agreement and Manual for the Provision of Early Education and Care Voucher Services**

**June 29, 2011**

The guidance provided in this document is expressly incorporated into the Early Education and Care Voucher Services Agreement “Agreement” and accompanying Manual for the Provision of Early Education and Care Voucher Services (“Manual”).

Q1. What is meant by the term “parent company” in footnote 1 of the Agreement; does it mean Family Child Care System?

A1. The term parent company used in footnote 1 of the Agreement refers to an entity that has legal control of the management and operations of one or more subsidiary companies. If a center-based provider has a parent company, the parent company must sign the voucher agreement and must state on the last page of the Agreement all of its subsidiary companies that will be providing voucher services. The term parent company does not mean a Family Child Care System.

Q 2. What is meant by the term “site” used in footnote 2 to the Agreement; does it mean provider and does it include family child care providers affiliated with a System?

A2. The term site used in footnote 2 to the Agreement refers to a distinct location where a center-based provider will provide voucher services. It does not refer to System affiliated family child care providers.

Q3. Will EEC assist providers in the QRIS registration process?

A3. EEC has and will continue to assist providers in completing their QRIS applications. Providers that need assistance should request help through the EEC Help Desk which may be accessed at [eechelpdesk@massmail.state.ma.us](mailto:eechelpdesk@massmail.state.ma.us). If providers do not receive assistance within forty-eight hours, they may contact Pam Roux at (617) 988-7820. Providers have until July 1, 2012 to submit their completed QRIS applications (unless they are already required to do so as part of a contract or grant with EEC that has an earlier deadline, in which case the earlier deadline applies). EEC also expects Systems to assist their affiliated providers with the registration process as much as possible. Educator Provider Grantees in each region are also available to support individual providers in meeting the requirements of QRIS.

Q4. Regarding the Confidentiality clause, may a Provider/System disclose confidential information, including personal/medical/financial information to third parties such as doctors or therapists with the written authorization of the parent or guardian?

A4. Providers/Systems must maintain the confidentiality of personal/medical/financial information regarding voucher recipients as stated in No. 7 of the Agreement. However, Providers/Systems may disclose such confidential information to third parties to the extent they have written authorization to do so by the parent/ guardian.

Q5. Does the term “commercial fee cap” used in Section I(10) of the Agreement mean “profit”?

A5. The term “commercial fee” refers to the amount of earnings that EEC will allow a for-profit voucher provider to retain. The term is defined in 808 Code of Massachusetts Regulations section 1.03(6). The

formula for determining the amount of earnings that may be retained will be provided by EEC upon request.

Q6. What is the intent of the indemnification provision contained in the second bullet of no. 11, does this apply to billing issues?

A6. The indemnification language contained in the Agreement carries the same underlying intent as the original language contained in the Voucher Agreement that was in effect since 2001 and read as follows:

I further agree to hold harmless the CCR&R, and the state and federal governments for any damages to person(s) or property, which may arise out of the delivery of services under this Agreement.

The intent of the language found in Section I (11) of the current Agreement is to hold EEC and the CCR&R's harmless for any damages to persons or property (for example, an injury to a child) that arise out of the actual provision of early education and care services; it does not relate to billing errors caused by the CCR&R or EEC.

Q7. Does the 90 day rule regarding reimbursement found in Section II(3) of the Agreement refer to Request for Reimbursement or invoices from the CCR&R?

A7. The 90 day rule refers to Request for Reimbursements for services provided by a Provider/System. However, please note that under the Timely Billing Section of the Manual, a Provider/System must complete a Request for Reimbursement form each month and submit it no later than the 10<sup>th</sup> of the month (although the Manual states 10<sup>th</sup> working day, it should state 10<sup>th</sup> calendar day) following the month in which services were provided. If a Provider/System submits its billing late three or more months in any six month period, the CCR&R shall have the right to disallow such payments and/or terminate the Provider/System's voucher agreement. Please note that billing for services provided in the month of June must be submitted by July 10<sup>th</sup> or payments may be entirely disallowed. Based on the Billing Adjustments Section of the Manual, a Provider/System must notify the CCR&R within thirty calendar days of any underpayments.

Q8. Under what circumstances may EEC and/or the CCR&R limit the number of vouchers a Provider/System may accept or limit a parent's eligibility for transportation?

A8. Only upon written authorization from EEC may a CCR&R limit the number of referrals given to a Provider/System or the number of vouchers a Provider/System may accept. Such limitation should only occur where the Provider/System has failed to comply with EEC's regulations, policies, and/or the terms or conditions contained in the Voucher Agreement, Voucher Manual, and/or a contract or grant that the Provider/System holds directly with EEC. CCR&Rs must apply consistent eligibility determinations and are prohibited from limiting access to vouchers or to transportation authorizations in an arbitrary or capricious manner.

Q9. Whether the CCR&R's should be required to include an authorization for transportation services for the same day a child starts care even if the transportation has not been arranged yet?

A9. Transportation that has been arranged and will be used immediately by a family should be included in the family's child care voucher. However, if the transportation has not been arranged as of the start date on the voucher or the family does not anticipate using such transportation immediately, transportation should not be authorized. Once transportation is arranged, the CCR&R should issue another voucher authorizing transportation. EEC will continue to work on IT solutions which will make it easier for CCR&Rs to be able to quickly and easily amend vouchers to allow for transportation and other non-substantial changes.

Q10. Each time a family reassesses, can a CCR&R be required to confirm whether a parent owes any parent fees to their provider/System?

A10. In cases where a family is being reassessed and is changing providers/Systems, a CCR&R should confirm with the family's existing provider/System whether they owe any parent fees, and if so, whether they have agreed to repay the debt in writing. EEC is building into its new regulations and its new IT system the ability to block a parent from receiving a future EEC subsidy if the parent has a fee debt owing to a previous provider.

Q11. Can a CCR&R confirm with each parent prior to writing them a voucher that the parent has visited the selected provider and confirm that there is a slot available for their child?

A11. Yes, CCR&R's should confirm with parents prior to writing vouchers that they have visited the selected provider and confirmed the availability of a child care slot.

Q12. Can CCR&Rs provide a copy of a voucher to a Provider/System on the day it is written?

A12. CCR&R's should make best efforts to provide copies of vouchers to Providers/Systems on the same day they are written. Copies may be faxed or scanned electronically. Outposting offices that do not have such capabilities should provide copies of the vouchers either the same day they are written or the next business day. EEC is working on increasing the CCR&Rs' ability to allow for electronic, same day access to issued vouchers through IT development.

Q13. Are Providers/Systems required to obtain signed notes from parents/guardians for each day that a child is billed as an excused absence? It is virtually impossible for providers to get these notes from children who are transported by bus.

A13. Providers/Systems must obtain signed notes from parents/guardians for each day that a child is billed as an excused absence. If signed notes are not easily accessible, such as in the case of children who use transportation services to and from the provider's site, a Provider/System must, at a minimum, contact the parent/ guardian and confirm by phone or e-mail the date of the child's absence and reason for the absence. Providers/System must maintain such documentation (parent note, e-mail, or staff notes for telephone confirmations) confirming the date and reason for the absence in their files.