

Early Education and Care Voucher Services Agreement



This Agreement is between the local Child Care Resource and Referral Agency (CCR&R) and your program, either a licensed or license-exempt early education and care provider^{1, 2} (hereinafter referred to as “Provider”) or a Family Child Care System (hereinafter referred to as a “System”).³

The Provider/System acknowledges that it has received a copy of the Manual for the Provision of Early Education and Care Voucher Services (“Voucher Manual”). The Provider/System agrees to read the Voucher Manual and abide by its terms and conditions, including, but not limited to, those relating to the following topics:

- Licensing Requirements and Licensing Status;
- Provider Quality Standards;
- Suspension of Payments and Recoupment of Improper Payments;
- Notification of Alleged Abuse or Neglect;
- Rates, Billing, Payments, and Record Keeping; and
- Financial Reporting

I. The Provider/System further agrees to the following terms and conditions:

1. Provision of Education and Care Services

The Provider/System agrees to:

- Provide/administer early education and care services for children whose families qualify for publicly funded early education and care services. The Provider/System understands that the child’s parent or guardian will be responsible for deciding to place the child in its care.
- Provide early education and care services in an EEC licensed space or an EEC license-exempt space in accordance with EEC licensing regulations and any updates thereto. See www.mass.gov/eec to access EEC’s licensing regulations. The Provider/System understands that neither EEC nor the CCR&R will pay for care of children in unlicensed space or non license-exempt space.

¹ The term “Provider” shall refer to all center-based programs, independent family child care providers, System affiliated providers, and schools providing voucher early education and care services. In signing this Agreement, a System is agreeing that its affiliated providers are bound to the terms and conditions contained in this document and the accompanying Voucher Manual.

Agencies that have parent companies must have the parent company enter into the Voucher Agreement. The parent company must specify on a separate attachment to the Agreement the names of each agency under it and location of each site that will be providing voucher services. Any terms or conditions agreed upon by the parent company must also be adhered to by any agencies/sites providing voucher early education and care services under the parent company’s control. The parent company must immediately notify the CCR&R whenever an agency under it will discontinue its voucher services and/or a new agency under it would like to provide voucher services. The parent company must also immediately notify the CCR&R of any changes to sites where voucher services are or will be provided. The CCR&R must approve in advance and in writing any such changes.

² Where voucher services will be provided at more than one site, the CCR&R must confirm the licensing status (licensed or license-exempt) for each site. Agencies with multiple sites must also provide annually published rate information and hours of operation that are specific to each site. Rate sheets attached to this Agreement must specify the rates for each site.

³ Systems must hold an Income Eligible Contract or Priority Populations Contract (Supportive, Teen, and/or Homeless) with the Department of Early Education and Care (EEC) in each Region where they administer voucher child care services.

2. Applicable Laws

The Provider/System agrees to comply with all applicable, Federal, State, and/or local laws or regulations, including but not limited to:

- the provisions of the Civil Rights Act of 1964 and the Americans with Disabilities Act, and any amendments thereto, which apply to the provision of early education and care services;
- EEC's regulations, policies and procedures (available at the Department of Early Education and Care's (EEC's) website, www.mass.gov/eec, which include, but are not limited to, those outlined in EEC's Financial Assistance Policy Guide, EEC's Management Bulletins and 606 Code of Massachusetts Regulations 10.00 et. seq. (the subsidy regulations); and
- 808 Code of Massachusetts Regulations 1.00 et. seq. (applies to Providers/Systems that have a responsibility to file a Uniform Financial Report, see page 3, no. 9 of this Agreement)

3. Quality and Improvement Rating System (QRIS)

The Provider/System agrees to:

- Participate in the Massachusetts Quality and Improvement Rating System (QRIS) in accordance with EEC's policies, procedures, timelines, and, if applicable, the terms and conditions of any direct contract with EEC. Participation in QRIS, for the purposes of this Voucher Services Agreement, means that the Provider completed the EEC QRIS Application and submitted it to EEC by July 1, 2012. EEC and the CCR&R reserve the right to update and/or amend the requirements for participation in QRIS over time.

4. Transportation

If transportation is provided to any child receiving any early education and care services subsidized through a voucher, the Provider/System agrees to:

- Provide safe transportation in accordance with EEC's licensing requirements and any applicable State and/or local laws, regulations, requirements, and/or policies, including but not limited to the Massachusetts Department of Motor Vehicles and/or the Massachusetts Department of Transportation. If transportation services are paid for by the CCR&R, the Provider/System agrees to enter into a Transportation Addendum with the CCR&R and adhere to its terms and conditions. Independent family child care providers cannot enter into a Transportation Addendum with the CCR&R.

5. Notification

The Provider/System agrees to:

- Notify the CCR&R in writing regarding any changes to the Provider/System's location, management, ownership, or significant financial situations (i.e., IRS tax lien, bankruptcy filings) at least thirty (30) days before the change or financial situation occurs to avoid disruption in care and avoid subsidy payments from being delayed and/or withheld.
- Notify the CCR&R and enrolled families, in writing, at least thirty (30) days in advance of any permanent or temporary closure by a Provider or System. The Provider/System must work cooperatively with the CCR&R to transition such families to alternate providers for the continuation of early education and care services.
- Notify EEC of any shared agreements with other CCR&R's if the Provider/System's Voucher Agreement is terminated by a CCR&R.

6. Notification Regarding Substitute Care (for Systems only)

The System agrees to:

- Notify the CCR&R in advance, of any substitute care which may result from an affiliated provider being unavailable to provide care to its regularly enrolled children for a period of at least ten business days. If the System fails to provide advance notice, the CCR&R shall have the right to sanction the System by deducting one or more payment the System has billed for related to the regularly enrolled children. If a family whose child is regularly enrolled with such provider refuses substitute care and thus will be absent from care for an extended period, the System must also notify the CCR&R of these anticipated absences. With the exception of any approved closures (up to 14 per year), the System cannot bill the CCR&R for any days where its affiliated providers are not open or are unavailable to provide care, except where substitute care is offered and accepted by a regularly enrolled family. In such cases, the System must pay the provider that provided the substitute care.

7. Confidentiality

The Provider/System agrees to:

- Keep confidential from any third party, except as indicated below, any personal/medical/financial information regarding a voucher recipient, including the parents' and children's names, dates of birth, social security numbers, and the fact that the family receives a subsidy. Such information may be shared with EEC, EEC's agents, agencies of the Commonwealth, and/or as directed by EEC, in accordance with applicable laws.

8. Closures

Providers/Systems that hold direct contracts with EEC agree to:

- Be open and provide services in accordance with the terms and conditions outlined in their contracts with EEC.

Providers that do not hold direct contracts with EEC agree to:

- Provide care year round except for closure periods/days approved by the CCR&R.

Providers/Systems agree to:

- Annually submit to the CCR&R for approval a Closure Form. Closures must be in accordance with EEC's policies, the terms outlined in the Voucher Manual, and, if applicable, the terms of any direct contract with EEC.

9. Financial Reporting

Requirements for Providers/Systems receiving \$500,000 or more in voucher funds:

Such Providers/Systems agree:

- To file a Uniform Financial Report (UFR) electronically with the Operational Services Division (OSD), on or before the 15th day of the fifth month after the end of the Provider/System's fiscal year end, unless expressly exempted by OSD from having to file.⁴
- To adhere to 808 CMR 1.00 et. seq. and Title 48 Code of Federal Regulations Part 31 which apply to any voucher funds they receive.

⁴ For information regarding the UFR and OSD's regulations and policies visit OSD's website: www.mass.gov/osd. See also OSD's Audit and Preparation Manual (also available on its website) at page 25 for entities exempted from filing a UFR.

All Providers/Systems agree:

- To provide electronically to EEC's Director of Audit Resolution, any audit that contains material weaknesses and/or reportable conditions or disclosures along with a Corrective Action Plan (CAP) prepared by the Provider/System's executive officer and approved by its Board of Directors (if applicable) to address the conditions/disclosures within thirty days (30) days of issuance of the audit.

10. Earnings/Surplus Revenue Retention Cap (only applies to (1) Providers/Systems that have an Income Eligible Contract; and/or (2) Providers/Systems that have a Priority Populations Contract; and/or (3) Providers/Systems that receive \$500,000 or more in voucher funds annually)

Such for-profit Providers/Systems agree:

- Not to exceed a commercial fee cap of 5%. *See* 808 CMR 1.03(6).

Such not-for-profit Providers/Systems agree:

- Not to exceed a surplus revenue retention cap of 5%. *See* 808 CMR 1.03(7).

11. Certifications and Indemnification

The Provider/System agrees to the following:

- The Provider/System certifies that neither they, any of their staff, nor any affiliated provider have been debarred from any transaction with a public agency, nor been convicted of any charge involving misuse of public funds or property, within the past three (3) years.
- Provider/System shall indemnify and hold harmless the CCR&R, EEC, and/or the Commonwealth (including their agents and employees) against any and all liability, loss, and/or damages that may occur in connection with the provision of early education and care services, including but not limited to any acts, omissions, negligence or intentional conduct of the Provider/System, its agent(s), officers, employees or subcontractors.
- The Provider/System understands and certifies herein that the Provider/System enters into this Agreement as an independent contractor and shall not be considered an employee of the CCR&R, EEC, and/or the Commonwealth. System affiliated providers shall not be considered employees of the CCR&R and/or the Commonwealth as a result of providing voucher services.
- Provider/System certifies that it has been given a copy of both the Agreement and the Voucher Manual and has read, understands and will comply with the terms outlined in both documents.
- Provider/System agrees to maintain a copy of this Agreement and the Voucher Manual in its files for a minimum of seven (7) years.
- Provider/System certifies that any information provided by the Provider/System to be included in this Agreement is true and accurate.

II. The CCR&R agrees to:

1. Eligibility Assessments / Parent Fees

The CCR&R agrees to:

- Conduct initial and ongoing eligibility assessments in accordance with EEC's regulations and policies.
- Assess the voucher parent/ guardian's fee in accordance with the Commonwealth of Massachusetts' Child Care Sliding Fee Scale and sign a Fee Agreement with each parent/ guardian, as applicable, in accordance with EEC's policies and procedures.

2. Referrals

The CCR&R agrees to:

- Refer eligible parents/ guardians to appropriate subsidized child care programs that have contracts with EEC or with other state and local resources, and/or voucher agreements with the CCR&R, provided that the programs are in good standing with EEC's regulations, policies and/or other requirements.

3. Reimbursement

The CCR&R agrees to:

- Review and approve each properly completed and duly submitted Request for Reimbursement form (submitted by Providers/Systems), and submit invoices to EEC no later than 90 days following the provision of early education and care services. Payment of invoices submitted more than 90 days following the provision of child care services may be disallowed.
- Reimburse Providers/Systems in accordance with EEC's regulations, policies, the Voucher Manual, and/or other requirements, as applicable.

III. Both Parties agree to the following:

1. Rates / Payments

Both parties agree that:

- Subject to appropriation and the availability of funds, the rate(s) specified in the attached rate sheet shall be in effect for the duration of this Agreement, unless otherwise amended. EEC shall have the right to increase or decrease a Provider/System's rate based on the amount of available funding or budget appropriation. EEC shall provide prior notification to the provider/System of any changes to the rates.
- All voucher payments are subject to available funding.

2. Improper Payments

Both parties agree that:

- The CCR&R and/or EEC shall have the right to recoup and/or demand repayment of any improper payments made by the Provider/System, including, but not limited to payments made on behalf of ineligible families, or where a Provider/System double bills EEC and/or the CCR&R for services.

3. Limiting Vouchers

Both parties agree that:

- The CCR&R and/or EEC may limit the number of vouchers a Provider/System may accept.

4. Access to Site/Records

Both parties agree that:

- The CCR&R, EEC, and/or any other authorized state agency, including but not limited to the State Auditor's Office, shall have access to the provider/System's site/offices, including the location of early education and care related records, at any time, upon reasonable notice.

5. Termination

Both parties agree that:

- This Agreement may be terminated by either party with two weeks’ written notice with or without cause. Cause may include, but is not limited to, where a provider changes their days/ hours of operation and consequently the needs of its enrolled families are no longer being met or where a Provider/System bills the CCR&R and/or EEC for services not provided.
- This Agreement may be terminated immediately if EEC and/or the CCR&R finds that the health or safety of one or more child in care is at risk, if there is insufficient funding available to pay for early education and care related services, and/or a Provider/System has undergone a major change (a merger, for example), has had unapproved closures, and/or is experiencing a significant financial situation (e.g., merger, bankruptcy, IRS tax liens, major debt/ lack of operating income, etc.).
- This Agreement may end sooner than two weeks in the event the System’s Contract (Income Eligible or Priority Population) with EEC ends, so that the end date of the Contract and the Voucher Agreement coincide.

6. Effective Dates and Amendments

Both parties agree that:

- This Agreement becomes effective when signed by both the CCR&R and the Provider/System and supersedes any prior Voucher Agreements in effect between the CCR&R and the Provider/System.
- Any amendments to this Agreement must be made in writing and be signed by both parties.
- Amendments to this Agreement will become effective when signed by both parties, or on such later date as the parties may agree.

Name of Child Care Center (parent entity if applicable)/FCC Provider/System/License-Exempt Provider

Fed. ID # / Social Security #

Signature of Authorized Representative for Provider/System

Date

Telephone number

E-mail address

The CCR&R has reviewed the contents of this Agreement with the Provider/System and certifies that the approved rates(s) have been verified according to EEC’s regulations and policies.

Signature of Authorized Representative of Child Care Resource and Referral Agency

Date

Printed Name of Authorized Representative of the CCR&R and Title

Agency Specific Information (where a Parent Entity is signing the Agreement):

Please list the name and address of each agency that is governed by the Parent Entity and will be providing early education and care voucher services.

Site Specific Information:

Please list below the names and locations for each site where your program/agency will be providing early education and care voucher services:

Site #1:

Name of Program

Address of Site

Site #2:

Name of Program

Address of Site

Site #3:

Name of Program

Address of Site

Site #4:

Name of Program

Address of Site

Site #5:

Name of Program

Address of Site

Site #6:

Name of Program

Address of Site