

Early Education and Care Voucher Services Agreement



This Agreement is between the local Child Care Resource and Referral Agency (“CCRR”) and your program¹, either a licensed or license-exempt early education and care provider^{2,3} (hereinafter referred to as “Provider”) or a Family Child Care System (hereinafter referred to as a “System”).⁴

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 and who have been issued a child care voucher to the Provider/System’s program. 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 in an EEC license-exempt space in accordance with EEC licensing regulations, EEC Funded Program Compliance Requirements, and any updates thereto.
- All programs must also follow all COVID-19 requirements and guidelines issued by Governor Baker, EEC, the Department of Public Health, your Local Board of Health, and any other state/local entity regarding the operating of your program. See www.mass.gov/eec to access EEC’s licensing regulations and EEC Funded Program Compliance Requirements and policies and <https://www.mass.gov/info-details/eec-covid-19-resources-updates-and-information> for updates related to COVID-19.
- The Provider/System understands that neither EEC nor the CCRR will pay for the care of children in space that is either unlicensed, not a license-exempt space, or not compliant with EEC reopening requirements. The Provider/System understands that any allegations of non-compliance with

¹ Any licensed independent family child care provider who enters into an Early Education and Care Voucher Services Agreement with a CCRR may only accept voucher referrals through the CCRR and may not accept referrals through a Family Child Care System (“System”). Family child care providers affiliated with a System cannot enter into a Voucher Agreement with a CCRR or accept voucher referrals directly from a CCRR. Family child care providers can only affiliate with one System at a time.

² The term “Provider” shall refer to all center-based programs, independent family child care providers, System affiliated providers, license exempt summer camps, 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. 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 CCRR 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 CCRR of any changes to sites where voucher services are or will be provided. The CCRR must approve in advance and in writing any such changes.

³ Where voucher services will be provided at more than one site, the CCRR 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.

⁴ 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.

licensing regulations, the funded programs compliance requirement, or another guidance will be reported by the CCRR to EEC.⁵

- License-exempt providers agree to complete a New Funding Application through EEC's LEAD database. License-exempt providers agree that neither EEC nor the CCRR may provide payment until an application has been received and a Certificate of Eligibility for Funding has been issued by EEC. License-exempt providers may access the instructions at www.mass.gov/doc/holding-a-certificate-of-eligibility-for-funding/download.

2. Applicable Laws, Policies and Agreements

The Provider/System agrees to comply with all applicable, Federal, State, and/or local laws or regulations, policies and agreements impacting the provision of early education and care services, unless otherwise notified by EEC, including but not limited to:

- The Child Care Development Block Grant (CCDBG) Reauthorization at 45 U.S.C. 9858 et seq.; All Providers/Systems shall adhere to and comply with applicable EEC regulations and policies that were implemented to become compliant with the federal mandates under the CCDBG Reauthorization of 2014, including the following:
 - EEC Background Record Check (BRC) regulations and policies at 606 CMR 14.00 et seq. and G.L. c., 15D, §§ 7-8;
 - EEC Enforcement and Licensing regulations and policies at 102 CMR 1.00 et seq. requiring annual unannounced visits;
 - EEC's Funded Program Compliance Requirements and Funded Program policies related to annual visits, annual health and safety trainings, emergency preparedness plans, and professional development requirements;
 - EEC Licensing regulations and policies related to annual health and safety trainings, emergency preparedness plans, and professional development requirements at 606 CMR 7.00 et seq.; and
 - EEC regulations and policies pertaining to the posting of monitoring and investigation reports to EEC's website, as well as the posting to EEC's website the aggregate number of deaths, serious injuries, and instances of substantiated child abuse occurring at funded programs.
- 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;
- All other EEC's statutes, regulations, policies and procedures not specifically identified above, which include, but are not limited to, those outlined in M.G.L. c. 15D, EEC's Financial Assistance Policy Guide, EEC Management Bulletins, EEC Subsidy Communications, 606 CMR 14.00 et seq. (BRC regulations), 606 CMR 10.00 et. seq. (EEC's subsidy regulations), and 606 CMR 7.00 (the licensing regulations); and
- 808 CMR 1.00 et. seq. (applies to Providers/Systems that have a responsibility to file an annual Uniform Financial Report with the Operational Services Divisions (OSD), as described in greater detail below.

3. Rates, Reimbursement, and Parent Fees

The Provider/System agrees to the following:

⁵ See EEC Licensing Policy regarding Complaints (<https://www.mass.gov/lists/licensing-policies-for-group-and-school-age-child-care-programs>)

- Utilize EEC's web-based Child Care Financial Assistance (“CCFA”) system to accurately enter and maintain attendance in a timely manner, ensure attendance is entered accurately in accordance with EEC policies, and submit billing monthly, unless agreed to, in writing, by the CCRR.
- Agrees that EEC will not provide payment for a child on any day that the child attends without an active voucher, which shall include, but not be limited to, instances where the child attends prior to a child care voucher being issued or children who continue to attend following the expiration or termination of the child care authorization or placement.
- Agrees that, in accordance with EEC policy, a child is not considered enrolled in subsidized care until the first day the child actually attends the program, unless otherwise allowed accordance with EEC’s reopening guidance and the Financial Assistance Policy Guide. If the child is on a voucher, he/she may not be enrolled in a program before the beginning date indicated on the voucher. The child may remain eligible for enrollment until the end date of the authorization or until the subsidy is terminated, whichever comes first.
- Collect parent fees in a timely manner and in accordance with EEC policy and regulations, unless temporarily exempted by EEC.

4. 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. For all early education and care providers that began serving voucher children on or after July 1, 2012, 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. EEC will be updating and/or amending the requirements for participation in QRIS over time.

5. 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 Regulations and Funded Program Compliance requirements and any applicable State and/or local laws, regulations, requirements, and/or policies, including but not limited to the Massachusetts Registry of Motor Vehicles and/or the Massachusetts Department of Transportation. If transportation services are paid for by the CCRR, then the Provider/System agrees to enter into a Transportation Addendum with the CCRR and adhere to its terms and conditions. If there is a transportation incident, including but not limited to an accident or an issue requiring the filing of a 51A Report, while children are being transported, then the Provider/System agrees to notify EEC and the CCRR.

6. Notification

The Provider/System agrees to:

- Notify the CCRR 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 CCRR and enrolled families, in writing, at least thirty (30) days in advance of any permanent or temporary non-emergency closure. The Provider/System must work cooperatively with the CCRR to transition such families to alternate providers for the continuation of early education and care services;

- Notify the CCRR immediately after any emergency closure, including closures related to COVID-19. Payment for emergency closures will be dependent on approval from the EEC Regional Office.
- Notify the CCRR upon any incident involving child care children while in care that results in serious injury or death; and
- Notify the CCRR immediately after filing or learning that a 51A Report has been filed alleging abuse or neglect of a child while in the care of the program or during a program related activity.

7. Notification Regarding Substitute Care (for Systems only)

The System agrees to:

- Pay the provider that provided the substitute care if substitute care is offered and accepted by a regularly enrolled family.
- With the exception of any EEC approved closures (up to 17 per year plus any approved emergency closures) or substitutions as permitted by the Family Child Care Collective Bargaining Agreement (“FCC CBA”) and the application of earned sick time under M.G.L. 149, § 148C and 940 CMR 33.00 et seq., FCC Systems cannot bill the CCRR for any days where its affiliated providers are not open or are unavailable to provide care.

8. 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 other entities as directed by EEC, in accordance with applicable laws.

9. 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 CCRR.

Providers/Systems agree to:

- Annually submit to the CCRR for approval a Closure Form. Closures must be in accordance with EEC’s policies and, if applicable, the terms of any direct contract with EEC and the terms of the Family Child Care Collective Bargaining Agreement.

10. Financial Reporting

Providers/Systems receiving \$750,000 or more in voucher funds 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.⁶
- 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.

All Providers/Systems agree:

- To provide electronically to EEC’s Associate Commissioner for Audit and Teacher Qualifications, any audit that contains material weaknesses and/or reportable conditions or disclosures along with a Corrective Action Plan (“CAP”) prepared by the Provider's/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.

11. Earnings/Surplus Revenue Retention Cap (applies to Providers/Systems that have an Income Eligible Contract; and/or Providers/Systems that have a Priority Populations Contract; and/or Providers/Systems that receive \$750,000 or more in voucher funds annually).

Such For-Profit Providers/Systems agree:

- Not to exceed a commercial fee cap percentage determined by EEC. *See* 808 CMR 1.03(6).

Such Not-For-Profit Providers/Systems agree:

- Not to exceed a surplus revenue retention cap of 20%. *See* 808 CMR 1.03(7).

12. Certifications and Indemnification

The Provider/System agrees to the following:

- The Provider/System certifies that neither it, any of its staff, nor any affiliated provider has been debarred from any transaction with a public agency and/or has been convicted of any charge involving misuse of public funds or property, within the past three (3) years.
- The Provider/System shall indemnify and hold harmless the CCRR, 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 of 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 or agent of the CCRR, EEC, and/or the Commonwealth, except as expressly provided in the immediately following sentence. FCC System affiliated providers and FCC Providers shall not be considered employees of the CCRR, EEC and/or the Commonwealth as a result of providing voucher services, except as described in M.G.L. c. 15D, §§ 2 and 17, c. 149, § 148C and c. 175M, § 1 et seq. FCC Providers shall not be considered employees or agents of the CCRR for any purpose.
- As an independent contractor, the Provider/System will be solely responsible for obtaining any required insurance (including, without limitation worker’s compensation insurance) and for the withholding and payment of all federal, state and local income taxes, Social Security and Medicare taxes, and any and all other legally-required payments on sums paid hereunder. The Provider/System understands and certifies herein that neither the Provider/System nor any individual

⁶ 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) for entities exempted from filing a UFR.

claiming through the Provider/System (including any FCC System affiliated provider) will be eligible to (a) participate in any CCRR or CCRR affiliate bonus, incentive or other compensation plan, program or arrangement of any kind or (b) participate in or receive benefits under any of the employee benefit plans, programs and arrangements maintained by the CCRR or any of its affiliates.

- The Provider/System certifies that it has been provided this Agreement and has read, understands and will comply with the terms outlined in the document.
- The Provider/System agrees to maintain a copy of this Agreement in its files for a minimum of seven (7) years.
- The Provider/System certifies that any information provided by the Provider/System to be included in this Agreement is true and accurate.

II. The CCRR agrees to:

1. Eligibility Assessments/Parent Fees

The CCRR agrees to:

- Conduct initial and ongoing eligibility assessments in accordance with EEC's regulations and policies.
- Assess the voucher parent's/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 CCRR 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 CCRR, provided that the programs are in good standing with EEC's regulations, policies and/or other requirements.

3. Reimbursement

The CCRR agrees to:

- Review and approve each fully completed and timely submitted request for reimbursement, utilizing EEC's web-based Child Care Financial Assistance (CCFA) application, then submit CCFA generated invoices to EEC with original, wet signature, in accordance with the timeframes established by the Department.
- Reimburse the Program for authorized and enrolled days of eligible voucher recipients as requested, or inform the Program of the reason for disallowance of payment.
- Reimburse the Program within five (5) working days of receipt of reimbursement from EEC, unless EEC directs that reimbursement must be held because the Program has billing discrepancies due to the Program's failure to comply with EEC's regulations, policies, procedures, or contractual provisions. If a Program's reimbursement is withheld by EEC, then EEC will direct that payment be made when the Program provides sufficient information as determined by EEC to reconcile the billing discrepancies.

III. Both Parties agree to the following:

1. Rates / Payments

Dated: June 2, 2021

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.⁷ EEC shall have the right to increase or decrease a Provider/System's rate based on the amount of available funding or budget appropriation or in accordance with the law. EEC shall provide prior notification to the Provider/System of any changes to the rates.
- All vouchers payments are subject to available funding.

2. Improper Payments

Both parties agree that:

- The CCRR 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 for attendance that was found to not have been accurately entered into CCFA or that violates EEC policies;
 - Payments made on behalf of ineligible families; or
 - Where a Provider/System double bills EEC and/or the CCRR for services.

3. Limiting Vouchers

Both parties agree that:

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

4. Access to Site/Records

Both parties agree that:

- A Provider's/System (Non-Profit, For Profit) which has a Voucher Agreement with one or more CCRRs must keep adequate records to document the services provided, program income, and expenditures as it contributes to the delivery of services to both federal and/or state subsidized programs. Records which fully document the extent of services provided must be maintained for a minimum of seven years from the termination date of the contract/grant. Failure to maintain adequate records shall result in further review by the respective CCRR and possible recoupment.
- The CCRR, EEC, and/or any other authorized state agency, including but not limited to the State Auditor's Office, shall have in-person access to the Provider's/System's site/office, including the location of early education and care related records, at any time, upon reasonable notice for purposes of auditing the Program or otherwise inspecting the facility for compliance with EEC's regulations, policies, and contractual requirements.
- All Voucher Only providers, including Center Based programs and Independent Family Child Care Providers, will be subject to an onsite and/or desk fiscal monitoring review. Voucher Only providers must adhere to all aspects of the monitoring visit process which includes, but is not limited to, submission of an Internal Control Questionnaire, risk assessment process, and response to any findings through a Corrective Action Plan.

5. Termination

⁷ Upon the CCRR or EEC's request, but no less than once per year, Providers/Systems must submit their public or private pay rates that they (or their affiliated providers) charge for early education and care services before they can receive payment.

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, when a Provider/System changes its days/hours of operation and consequently the needs of its enrolled families are no longer met or where a Provider/System bills the CCRR and/or EEC for services not provided.
- This Agreement may be terminated immediately if EEC and/or the CCRR finds that the health or safety of one or more child in care is at risk, there is an incident of a serious injury or death due to a substantiated health or safety violation involving a child care child, if there is insufficient funding available to pay for early education and care related services, and/or a Provider/System has undergone a substantial change, 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 CCRR and the Provider/System and supersedes any prior Voucher Agreement in effect between the CCRR and the Provider/System.
- Any amendments to this Agreement must be made in writing and 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 CCRR 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 CCRR and Title

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

Dated: June 2, 2021

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