

190 Hampshire Street Lawrence, MA 01840 978-686-4288

Date:

Dear Colleague:

The Child Care Circuit administers the Voucher Child Care Program for the Greater Lawrence, Haverhill, Cape Ann, North Shore, Tri-City and Eastern Middlesex areas. The enclosed brochure explains what voucher childcare is and how it works.

If you would like to participate in the Voucher Childcare Program, please complete the enclosed Provider Agreement Packet. Please fill out and sign all paperwork and forms, and include a copy of your current DEEC license as well as a copy of your private rates and a Parent Handbook if applicable. **Please return all paperwork to my attention at the address shown above.** To be considered an eligible provider, you must be:

- 1.) Currently licensed by the Department of Early Education and Care, or exempt from licensing by DEEC (a copy of the DEEC exemption letter must be submitted)
- 2.) Participate in the State's Quality Rating Improvement System (QRIS) at a Level 1 or higher.
- 3.) You cannot be the subject of a DCF-51A substantiation or of a licensing litigation with DEEC. Child Care Circuit does not evaluate a program or a provider and does not assume <u>any</u> licensing responsibilities.

Upon receipt of <u>all</u> the required paperwork your information will be reviewed to ensure that all forms etc. have been completed and signed by you and a voucher rate will be established (rates as based on your private rates and the capped reimbursement rate set by DEEC). Once your agreement is complete and approved by Child Care Circuit your information will be added to our Voucher Referral database and a copy of the Voucher Agreement packet will be sent to you for your files. The length of time required to process a voucher agreement will depend on the submission of all required information and all appropriate paperwork being completed.

If you have any questions or concerns regarding the Voucher Agreement packet, please feel free to contact me at the number shown above, I can be reached at extension 595.

Sincerely,

Karen Rodriguez

Karen Rodriguez Supervisor of Provider Services <u>KRodriguez@childcarecircuit.org</u> 978-686-4288 ext.595



# What is Voucher Child Care?

# ♦ What is the Voucher Child Care program?

Voucher Child Care is a process by which the Child Care Circuit contracts with the state to make child care accessible to authorized participants of the Dept. of Transitional Assistance and income eligible parents from the state-wide waiting list.

## ♦ Can I become a Voucher Provider?

You are eligible to participate in the Voucher Child Care Program if all of the following are met:

- 1. You are currently licensed or identified as a license exempt program by the Dept. of Early Education & Care.
- 2. You are participating in the State's Quality Rating Improvement System (QRIS) at a Level 1 or higher.
- 3. You (or a current employee) are not the subject of a substantiated report of abuse/neglect or an EEC licensing litigation.
- You understand and agree to all of the conditions in the Voucher Child Care Agreement. This is the contractual arrangement between a provider and Child Care Circuit to follow EEC provider policies for subsidized care.

## ♦ Why should I become a Voucher Provider?

- Voucher enrollment is flexible, as provider can determine the number of children accepted with subsidies.
- Stable source of revenue- guaranteed payment for services
- Marketing support and free publicity through increased referral base.
- Increased enrollment (voucher vs. empty slot)
- Fill a community need for families who require assistance in your area.
- Peer support network
- Meets eligibility requirement by EEC to apply for UPK (Universal Pre-Kindergarten) grant funding.
- Reimbursement rates are more comparable to private rates.

## ♦ How will parents choose a voucher program and contact me?

Once the parent has been determined eligible, if needed, an Information & Referral counselor will provide them with providers in their requested area that accept child care assistance vouchers. As a Voucher Provider, our program would be among these referrals a parent may choose from.

#### For more information on the voucher provider process, please contact:

Karen Rodriguez 978-722-2595 <u>KRodriguez@childcarecircuit.org</u>

190 Hampshire St, Lawrence, MA 01840

877-823-2273

www.childcarecircuit.org

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### 190 Hampshire St. Lawrence, MA 01840 (978) 686-4288 or (877) 823-2273

# New Child Care Voucher Provider Checklist

Please check off the items that you are returning in this packet:

# Required forms that MUST be returned <mark>(please only submit required forms, all other information in this packet is for your records):</mark>

- () Voucher Provider Contact Information
- () FY 2017 Rate Certification Form
- Program Closure schedule (Holiday)
   (Please include a copy of school calendar if an academic year only program)
- () Voucher Reimbursement Form
- () Late Pick-up policy
- () Child Abuse & Neglect policy
- () Completed W-9 Form
- () SharePoint Agreement (email address is required)
- () CCFA Username Request (This is the system attendance must be entered into for you to be paid)
- () Direct Deposit Form (voided check must be attached)
- ( ) Early Education and Care Voucher Services Agreement
   (Must be signed by a person in your agency who has the authority to enter into an agreement)
- () Program information sheet (for referral database)
- () Copy of your EEC license or EEC letter of license exemption
- () QRIS Participation Verification Summary Page (must be at Level 1)

## \*\*Child Care Circuit recommends that you keep copies of all information that you submit to us. <u>ALL ORIGINALS MUST BE</u> <u>RETURNED TO THE ADDRESS ABOVE</u>.\*\*

## Thank-you,

# Karen Rodriguez Supervisor of Provider Services

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#### **VOUCHER PROVIDER CONTACT INFORMATION**

Please complete the following information for each site and sign at the bottom.

Federal Tax ID#:	
Parent Agency Name:	
Program Name: (as it appears on your EEC license)	
Site Location:	
Program Director:	
Programs Phone Number: Program Fax Number:	
Program Director's E-mail:	
Mailing Address:	
Billing Contact:	
Billing Phone Number: Billing E-mail:	
Is Your Agency:For ProfitNot for Profit	
Does Your Parent Agency Hold Basic Contracts with EEC:       Yes      No         If Yes what Region:      1      2      3      4      6	
Does Your Program Provider Transportation:YesNo **If yes, you must return a copy of your program's transportation policy.	
Signature:	
Date:	
Print Name:	
Title:	
**Please note that it is your responsibility to report any changes to Child Care Circuit	:**



Early education and care and out of school time care.

190 Hampshire Street Lawrence, MA 01840

Toll-Free (800) 660-2868 Local (978) 686-4288 Fax (978) 975-3120 www.childcarecircuit.org





## FY2017 RATE NOTIFICATION AND CERTIFICATION

The Department of Early Education and Care ("EEC" or the "Department") cannot pay a provider a rate that is higher than the lowest fee charged to any of its private paying clients for the same type of care, unless an exception can be sufficiently documented.1 In the event that a provider obtains and uses private donations to fund a scholarship (or other discounted rate system), the provider may enter the maximum EEC daily rate in CCFA provided that the program has documentation, in writing from the donor(s), to adequately fund the difference between the lowest rate charged and the EEC max rate.

The current maximum standard daily rates for the provision of early education and care services in the Commonwealth are attached to this notification and certification form. The daily rate for part-time care is 60% of the full-time rate.

In certifying current rates below, be advised that private rates shall include any rates based on sibling discounts and/or any employee benefits. EEC reserves the right to require all providers and family child care systems to submit documentation (as specified by EEC) to substantiate the rates they charge to their privately paying clients for the same type of services and, if applicable, documentation to substantiate any discounting of private rates with restricted charitable contributions, in writing, by the donor.

For Group and School Age, Center-Based Early Education and Care Programs providing services to infants, toddlers, and pre-school age children, please enter the lowest fee charged to private pay families using the following rate chart:

Program Type	Full Day Rate	Part Day Rate
Infant		
Toddler		
Pre-School		

For Group and School Age, Center-Based Early Education and Care providing wrap-around services to Head Start children, please enter the lowest fee charged to private pay families using the following rate chart:

<sup>&</sup>lt;sup>1</sup> The Commonwealth cannot be charged a rate which is higher than the lowest fee charged to the general public for human and social services, including child care, with the following exceptions: (a) where a Provider/Educator has charged and collected a fee calculated based upon EEC's approved sliding fee scale (i.e., parent fees); or (b) where a Provider/Educator has sufficient restricted charitable contributions designated by its donor, in writing, to be used to offset the difference between the child care fee charged and collected to a private paying family and the rate charged to the Commonwealth. *See* 808 CMR 1.03(4).

Program Type	Full Day Rate	Part Day Rate
Head Start - Before School		N/A
Head Start - After School		N/A
Head Start - Before & After		N/A
School		
Head Start - Full Day/Part Day		

For Group and School Age, Center-Based Early Education and Care providing wrap-around services to Kindergarten children, please enter the lowest fee charged to private pay families using the following rate chart:

Program Type	Full Day Rate	Part Day Rate
Kindergarten - Before School		N/A
Kindergarten - After School		N/A
Kindergarten - Before & After		N/A
School		
Kindergarten - Full Day/Part Day		

For Group and School Age, Center-Based Early Education and Care providing wrap-around services to School Age children, please enter the lowest fee charged to private pay families using the following rate chart:

Program Type	Full Day Rate	Part Day Rate
School Age - Before School		N/A
School Age - After School		N/A
School Age - Before & After		N/A
School		
School Age - Full Day/Part Day		

For Family Child Care, please complete the following rate chart:

Program Type	Full Day Rate	Part Day Rate
Family Child Care < 2		
Family Child Care > 2		

In order to be eligible to accept the maximum FY2017 rate, the Provider/Educator certifies to EEC that it will comply with the following requirements:

- 1. The Provider/Educator currently provides subsidized child care services through EEC funded contracts or vouchers or holds an active agreement to service subsidized child care services through contracts or vouchers.
- 2. The Provider/Educator will maintain its rate(s)charged to and collected from the general public so as to equal or exceed the rate(s) at which EEC will reimburse the Provider/Educator for the same service(s).

- 3. If the Provider's/Educator's private rates are lower than EEC's maximum standard daily rates, the Provider/Educator understands that EEC will reimburse the provider at the private rate.
- 4. EEC reserves the right, subject to appropriation and allotment of funding, to increase the rates paid to providers and systems. EEC further reserves the right to alter, amend and/or revise the rate structure and/or method of payment to providers and systems in accordance with M.G.L. c. 15D, Section 2.
- 5. In the event that EEC increases the maximum daily rate, the Department will notify all Providers/Educators of the rate increase and require the submission of an "Updated" Rate Notification and Certification form within two months of the rate increase notice, in order to be eligible for any retroactive rate increases, if applicable.
  - a. If EEC increases the maximum daily rates, the Provider/Educator must use the funds received through any FY2017 rate increase to increase salaries<sup>2</sup>, increase benefits, provide stipends for professional development of child care workers, and/or for programmatic quality improvements, unless otherwise specified, in writing, by EEC.
  - b. The Provider/Educator will maintain documentation to support that funds received through any FY2017 rate increase have been distributed in accordance with the requirements outlined in this certification form and in accordance with its own fair and equitable professional development plan. This documentation must detail:
    - i. the amount each staff person received in salary, benefit or stipend and/or the amount used to implement programmatic quality improvements;
    - ii. the effective date of any salary, benefit, stipend, or programmatic quality improvement increase;
    - iii. the reason for the amount given; and
    - iv. the date the increase, benefit, stipend, or programmatic quality improvement was made.

Furthermore, the Provider/Educator acknowledges the following:

- 1. In addition to all other rights granted to the Commonwealth under law and the Terms and Conditions for Human and Social Services Contracts, EEC Contract and Monitoring Staff may request information and conduct file reviews to determine compliance with all requirements outlined in this certification form.
- 2. Should the Provider/Educator fail to expend the funds received through the FY2017 rate increase in accordance with these requirements, the funds are subject to recoupment by EEC, and the rate increase may be suspended/and or withdrawn.

<sup>&</sup>lt;sup>2</sup> For Provider/Educators electing to increase salaries to pursue the objectives of any FY2017 rate increase, the Provider/Educator may also use any FY2017 rate increase to cover the increased cost of employer payroll tax and fringe benefit obligations directly associated with these salary increases, if necessary, provided that the Provider/Educator is able to maintain documentation of these payroll increases.

3. The Provider/Educator will disburse all funding received through the FY2017 rate increase by June 30, 2017, if applicable.

Legal Name of Provider/Educator:

Region (submit only one form for each region that you hold one or more contracts)

The Provider/Educator agrees to comply with the requirements stated herein above.

Provider/Educator's Authorized Signature

Date

Provider/Educator's Authorized Signatory's Name





#### **MEMORANDUM**

To:	Department of Early Education and Care (EEC) Contracted Programs/Family Child Care Systems, Child Care Resource and Referral Agencies (CCR&Rs), and Head Start Programs
From:	Sandy Fortier-Hollow, Associate Commissioner for Accounting and Contracts
Re:	FY17 Closure Schedule for Family Child Care Providers/Family Child Care Systems
Date:	May 9, 2016

#### Annual Submission of Closure Schedule

Early Education and Care Programs/Systems must annually submit a Closure Schedule to the CCR&R/EEC prior to the start of each state fiscal year (prior to July 1<sup>st</sup>). Any changes to the dates stated on the attached chart must be submitted for approval to the CCR&R/EEC, at least 60 days in advance.

#### Parental Notice

Programs/Systems must annually provide a final Closure Schedule to parents of all subsidized children (i.e., both voucher and contract) participating in the program by July 1, 2016. For any subsidized child that enrolls after July 1, 2016, the Closure Schedule must be provided prior to enrollment so that parents may make an informed choice about their child care options. In addition, Programs/Systems shall provide parents of subsidized children at least 60 days notice prior to making any changes to its Closure Schedule.

#### **Union Negotiations**

Please note that the Collective Bargaining Agreement (CBA) currently in effect for Family Child Care (FCC) Providers receiving subsidized child care payments expires on June 30, 2016. As a result, EEC's negotiations with the FCC Union are ongoing and the negotiations for the CBA running from July 1, 2016 to June 30, 2019 may change the mandatory closure day schedule. It is presently unclear whether there will be changes, so please complete the attached chart in accordance with the directions below. EEC will inform you as quickly as possible if the negotiations between EEC and the FCC Union result in any changes for FY17.

#### **Closure Day Limitations and Requirements**

Programs/Systems will be paid only for the number of closures submitted to the CCR&R/EEC, as long as the closure days selected comply with the limitations and requirements set forth below:

#### 1. Closure Day Requirements for Family Child Care Providers/Family Child Care Systems:

- The program must close for both private and subsidized families.
- The program must charge private paying families the full tuition for closure days.
- The program must charge subsidized families their full assessed parent fees for closure days.

51 Sleeper Street, 4th Floor, Boston, MA 02210 Phone: 617-988-6600 • Fax: 617-988-2451 • commissioners.office@state.ma.us 2. # of Approved Closure Days for Family Child Care Providers: FCC Providers (as defined in M.G.L. c. 15D, §17) who receive subsidized payments from EEC will receive a minimum of 10 holiday closure days as follows:

New Year's Day Martin Luther King's Birthday President's Day Patriot's Day Memorial Day Independence Day Labor Day Columbus Day Thanksgiving Day Christmas Day

- An eligible FCC Provider may substitute religious holidays for any of the identified holidays.
- FCC Systems must make best efforts to schedule trainings on days other than state holidays.

**3.** Closure Day Requirements for Family Child Care Systems: Systems may choose to establish Closure Schedules for all of their affiliated FCC Providers, but must provide FCC Providers with a schedule of closure days as described in this memorandum. FCC Systems may not overlap closure days or make any substitutions other than for a religious holiday as agreed to by the FCC Provider. FCC Providers shall receive 2 professional development closure days and, if eligible, 2 QRIS closure days. FCC Systems who offered their FCC Providers a greater number of closure days in FY14 must continue to do so in this closure schedule for FY17.

- 4. Professional Development Closure Day Requirements: FCC Providers must receive 2 professional development closure days per year.
  - <u>Reimbursement for Professional Development</u>: FCC Systems and FCC Providers receiving subsidized payments from EEC designating closure days for professional development opportunities must ensure that educators and staff, including System staff if applicable, engage in professional development activities on those days. Failure to engage in professional development activities may result in denial of reimbursement requests.
  - <u>FCC Systems and Professional Development</u>: There is no requirement that professional development opportunities must be sponsored or provided by the System on such closure days.
  - Professional development days sponsored by the System shall not require attendance on a religious holiday.

#### 5. QRIS-Related Closure Day Requirements:

- All FCC Providers receiving subsidized payments from EEC who are at or above QRIS level 1 shall receive 2 paid days off per year to be used to advance in QRIS.
- All professional development/training must be documented and filed with required QRIS application materials.
- All professional development/training content must support meeting the QRIS standards. This may include understanding the QRIS system, application process, measurement tools, and required documentation.

## DEPARTMENT OF EARLY EDUCATION AND CARE Early Education and Care Program/System FY 2017 Closure Schedule

(July 1, 2016 to June 30, 2017)

Program/System Legal Name:\_\_\_\_\_\_ Vendor Code: \_\_\_\_\_

Program Site (indicate program name and address if schedules are site specific):

Please list the specific dates (month/day/year), including the day of the week and holiday names (if applicable), for each day your Program/System intends to be closed in Fiscal Year 2017.

#	Month/Day/Year	Day of the Week	Holiday Name, if applicable	State if Open or Closed
1			Independence Day	
2			Labor Day	
3			Columbus Day	
4			Thanksgiving Day	
5			Christmas Day	
6			New Year's Day	
7			Martin Luther King Day	
8			Presidents' Day	
9			Patriots' Day	
10			Memorial Day	
11				
12				
PD1				PD
PD2				PD
QRIS1				QRIS
QRIS2				QRIS

#### PAID CLOSURES

#	Month/Day/Year	Day of the Week	Holiday Name, if applicable	Reason for Closure
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

### **UNPAID CLOSURES (VOUCHER ONLY)**

FY 2017 Calendar Days by Month					
July	21		January	22	
August	23		February	20	
September	22		March	23	
October	21		April	20	
November	22		May	23	
December	22		June	22	
TOTAL: 261 Service Days					

#### TO BE COMPLETED BY EEC/ CCR&R:

Number of FY2017 Open Days: \_\_\_\_\_. Number of FY2017 Program Closures: \_\_\_\_\_. Total Number of FY2017 Reimbursable Service Days: \_\_\_\_.

\_\_\_\_. Note whether any dates submitted by the Program/System were not approved by EEC/CCR&R as paid closures:

\_\_\_\_\_

# **CHILD CARE CIRCUIT**

## **VOUCHER REIMBURSEMENT**

I, the undersigned, understand that my program/agency will not be reimbursed for child care services provided to children who are enrolled without a signed, current voucher authorized from the Child Care Circuit. If I accept a child without a signed, current voucher or without a written authorization from the Child Care Circuit, I waive all rights to payment.

Program*/Agency Name:		
Provider Address:	City/Town	
Provider Signature:	City/Town	
Print Provider Name:		Date
Provider Position:		

\*Please note that the program name must be entered as it appears on your EEC License\*

## LATE PICKUP POLICY LICENSED PROVIDERS

Program Name\*: \_\_\_\_\_\_ (as it appears on your EEC License)

This program will follow the procedures below in the event that a parent/guardian is late in picking up his/her child.

- 1. This program will maintain an updated list of individuals and telephone numbers authorized by the parent/guardian as emergency backup.
- 2. If a parent/guardian is more than \_\_\_\_\_ minutes late from the expected time and has not contacted the program, staff will call the emergency backup names as given by the parent/guardian. This program will ask an emergency contact person to pick up the child and release the child to his/her custody.
- 3. If the parent/guardian does not contact the program and if I am unable to reach the emergency back up individuals during a \_\_\_\_\_ hour time frame, staff will notify the Department of Social Services and/or the Police Department that the child has been abandoned.
- 4. Staff may release the child to the Department of Social Services or the Police Department, at their request. Unless this request is made, a staff member (approved to have direct contact with children) from this program will remain with the child.
- 5. Any parent/guardian who does not pick up his/her child by the designated time will be required to pay a late fee of \_\_\_\_\_\_.

Signature\_\_\_\_\_

Title\_\_\_\_\_

Date\_\_\_\_\_

\*Please note that the program name must be entered as it appears on your EEC License \*

### POLICIES AND PROCEDURES ON INSTITUTIONAL CHILD ABUSE AND NEGLECT FOR CHILD CARE CENTERS, NURSERY SCHOOLS, FAMILY DAY CARE SYSTEMS, CAMPS

The policy detailed below is implemented/followed by:

## Agency Name (as it appears on your EEC License)

### **POLICY**

There shall be no corporal punishment of children. No child shall be subjected to cruel or severe punishment, humiliation or verbal abuse, including, but not limited to the denial of food.

### **DEFINITION**

<u>Child Abuse</u> is the non-accidental commission of any act by a caretaker which causes or creates a substantial risk of harm to a child's physical and emotional well being, including sexual abuse.

<u>Child Neglect</u> is the failure by a caretaker, either deliberately or through negligence, to take those actions necessary to provide a child with minimally adequate food, safety, clothing, shelter, medical care, supervision, or other essential care.

#### **PROCEDURE**

Whoever has a reasonable cause to believe that a staff member or family day care provider may have been abusive or neglectful toward a child(ren) shall immediately notify their supervisor and/or program.

"Reasonable Cause" means that after examining all the facts in a particular situation, most people with similar training and experience would also suspect abuse/neglect.

The suspected or alleged employee or family day care provider shall be immediately removed from working directly with children until a written investigation has been completed.

The Program Director or supervisor must immediately notify the Executive Director or designee. The Executive Director or designee will assess the situation and if warranted, report the suspected or alleged incident to the Department of Social Services and the Child Care Circuit within 24 hours.

The program director will prepare within twenty-four hours, but no later than thirty-six hours, a written report of the situation. That report shall include dates, times, names of all parties (adults and children), places and a description of the incident(s).

The Personnel Practices Manual (if applicable) will be adhered to in handling any employee suspected or substantiated of inflicting abuse or neglect.

SIGNATURE:	
TITLE:	

DATE: \_\_\_\_\_

Form <b>W-9</b>
(Massachusetts Substitute W-9 Form) Rev. April 2009

## Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See	Specific Instruction on page 2)		
Check the appropriate box:	al/Sole proprietor   Corpo	pration	□ Other ►
Legal Address: number, street, and apt. or su			if different from legal address number, street, and apt. or
City, state and ZIP code		City, state and ZIP co	de
Phone # ( )	Fax # ( )	Email ac	ldress:
Part I Taxpayer Identification N Enter your TIN in the appropriate box. For security number (SSN). However, for a re disregarded entity, see the Part I instruc- page 2. For other entities, it is your employ you do not have a number, see How to ge Note: If the account is in more than one re guidelines on whose number to enter.	individuals, this is your socia esident alien, sole proprieto ction on yer identification number (EIN et a TIN on page 2.	<b>r, or</b> I). If	Social security number OR nployer identification number
Dunn and Bradstreet Universal Number	ering System (DUNS)		
Part II Certification			
<ul> <li>Services (IRS) that I am subject to ba I am no longer subject to backup within</li> <li>I am an U.S. person (including an U.S.</li> <li>I am currently a Commonwealth of Ma Commission requirements.</li> <li>Certification instructions: You must crophecause you have failed to report all inter</li> </ul>	ckup withholding as a result o holding, <b>and</b> 3. resident alien). assachusetts's state employed oss out item <b>2</b> above if you ha	f a failure to report all int e: (check one): No` ve been notified by the II	or (b) I have not been notified by the Internal Revenue erest or dividends, or (c) the IRS has notified me that Yes If yes, <u>in compliance with</u> the State Ethic RS that you are currently subject to backup withholdin ransactions, item 2 does not apply. Date ►
Here Authorized Signature ►			Date ►
Purpose of Form A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, t example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made t an IRA	nonemployee pay, and constrained fishing boat operators. R fishing boat operators. R are not subject to backup	ubject to backup est, dividends, broker and ions, rents, royalties, ertain payments from teal estate transactions o withholding.	<ul> <li>5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).</li> <li>Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.</li> </ul>
Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:		ends on your tax return, I not be subject to <b>ments you receive will</b>	Penalties Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your
<ol> <li>Certify the TIN you are giving is correct (or you are waiting for a number to be issued)</li> <li>Certify you are not subject to backup withholding</li> <li>If you are a foreign person, use the</li> </ol>		ur TIN to the rr TIN when required	failure is due to reach such railure unless your failure is due to reach such railure unless your willful neglect. <b>Civil penalty for false information with respect</b> <b>to withholding</b> . If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.
appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations. What is backup withholding? Persons makin	<ol> <li>The IRS tells the requart incorrect TIN, or</li> </ol>		<b>Criminal penalty for falsifying information</b> . Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

backup withholding because you did not

report all your interest and dividends only), or

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

**Misuse of TINs**. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## **Specific Instructions**

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor**. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Caution**: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

#### Part I - Taxpayer Identification Number (TIN)

# Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note**: See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN**. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

#### Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whole TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

## Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at <u>/www.ccr.gov</u>. Any entity that does not have a DUNS number can apply for one on-line at <u>www.DNB.com</u> under the DNB D-U-N Number Tab.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# What Name and Number to Give the Requester

For	this type of account:	Give name and SSN of:
1.	Individual	The individual
2.	Two or more	The actual owner of the
	individuals (joint	account or, if combined
	account)	funds, the first
		individual on the
		account <sup>1</sup>
3.	Custodian account of	The minor <sup>2</sup>
	a minor (Uniform Gift	
	to Minors Act)	
4.	a. The usual	The grantor-trustee <sup>1</sup>
	revocable savings	
	trust (grantor is	
	also trustee)	
	<ul> <li>b. So-called trust</li> </ul>	The actual owner <sup>1</sup>
	account that is not	
	a legal or valid	
	trust under state	
	law	0
5.	Sole proprietorship	The owner <sup>3</sup>
		0: I EINI (
For	this type of account:	Give name and EIN of:
For 6.	Sole proprietorship	The owner <sup>3</sup>
6.	Sole proprietorship	The owner <sup>3</sup>
6.	Sole proprietorship A valid trust, estate, or pension trust Corporate	The owner <sup>3</sup>
6. 7.	Sole proprietorship A valid trust, estate, or pension trust Corporate	The owner <sup>3</sup> Legal entity <sup>4</sup>
6. 7. 8.	Sole proprietorship A valid trust, estate, or pension trust	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation
6. 7. 8.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club,	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation
6. 7. 8.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable,	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation
6. 7. 8.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation
6. 7. 8. 9.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation The organization
6. 7. 8. 9.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation The organization The partnership
6. 7. 8. 9.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation The organization The partnership
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the Department of Agriculture in the name	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the Department of Agriculture in the name of a public entity (such	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the Department of Agriculture in the name	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the Department of Agriculture in the name of a public entity (such	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the Department of Agriculture in the name of a public entity (such as a state or local	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school	The owner <sup>3</sup> Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup>. List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

# *If you have questions on completing this form, please contact the Office of the State Comptroller. (617)* 973-2468.

#### Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.

Page 2

# **Child Care Circuit**

190 Hampshire Street Lawrence, MA 01840

Re: Efficient Method of Transferring Child Care Circuit Documents to You!

Dear Executive Director:

The Child Care Circuit is pleased to offer a system for transferring CONFIDENTIAL DOCUMENTS to child care agencies with voucher agreements. We rolled this out the beginning of May 2010 and have been successfully utilizing this method since its roll out date. We us this system for posting request for reimbursements (RFR's), vouchers and other confidential documents for your agency to our secure SharePoint server. You will be able to securely access, download, and print the documents from any location with internet access.

The internet address of our electronic system is <u>http://providersite.childcarecircuit.org</u>. <u>You will need to identify a SharePoint Administrator for your site/agency</u>. The SharePoint Administrator will be responsible for creating user logins for your staff that need to access these documents.

Please review, complete and sign the enclosed user agreement that also requires the signature of your SharePoint Administrator. Please return this signed document with the additional Initial Voucher Agreement documents.

If you have any questions, please contact me at <u>CDoucette@childcarecircuit.org</u> or 978-722-2547.

Thank you. **Cyndi Doucette** Cyndi Doucette Manager of Provider Services

# **Child Care Circuit**

SharePoint User Agreement

The Child Care Circuit SharePoint Provider Site (https://providersite.childcarecircuit.org) is a web-based store for provider documents. Some of these documents may contain sensitive personal information. As such, good security practices are essential to ensure the privacy of the documents stored on the site. Before accessing the system, all providers are required to read, sign, and return this document to: Child Care Circuit, Ms. Cyndi Doucette, 190 Hampshire Street, Lawrence, MA 01840

#### **Site Access**

The address of the site is <u>https://providersite.childcarecircuit.org</u>. This site is secured with SSL encryption. Access to the web site is restricted through the use of usernames and passwords. Once staff is registered, they will be able to access their center's documents.

#### SharePoint Administrator/Site Registration:

Each center/system/agency must identify a SharePoint Administrator (SPA). The SPA is responsible for creating usernames and password for their staff on the web site. The SPA will have access to restricted pages on the provider site, on which they can register staff. SPA's should create individual IDs for each staff member that needs to access the site, rather than create a single username and password that is shared by multiple staff members.

### Password Recovery/Changes

Registered site users can change their passwords, and reset forgotten passwords through the web site. The Child Care Circuit will not routinely provide this service. **Staff Changes** 

It is the center's/system's /agency's responsibility to notify Child Care Circuit when staff members with access to SharePoint Provider Site have left, or are no longer allowed to access the provider site.

#### **Security of Documents**

Once documents have been downloaded from the provider site, their security is the responsibility of the center/system/agency. Please note that vouchers uploaded to SharePoint do not require a signature and are considered valid and will be honored by Child Care Circuit. All voucher payments are subject to available EEC funding.

The SharePoint Administrator for our site is:

Email Address of SharePoint Administrator:

Center/System /Agency Name/Address:

# I HAVE READ, UNDERSTAND AND ACCEPT MY RESPONSIBILITIES WITH THE SHAREPOINT USER AGREEMENT.

SharePoint Administrator Signature

Date

Executive Director/President/Superintendent/Principal Signature

# Child Care Financial Assistance (CCFA) Application

# **Request for Users**

(This is the new electronic attendance system that you are required to submit attendance electronically through)

Agency Name:	
Agency Administrator:	
Name:	
Email Address:	
Phone Number:	
Attendance Specialist:	
Name:	
Email Address:	
Phone Number:	
Attendance Specialist (Back-up): Name: Email Address: Phone Number:	
Other:	
Name:	
Email Address:	
Phone Number:	
Signature	Date

Printed name & Title

Please return this form to your local CCR&R so that your account can be established once the CCFA system becomes available.

# **Child Care Circuit**

190 Hampshire Street Lawrence, MA 01840

## **DIRECT DEPOSIT AUTHORIZATION**

CHANGE CANCEL

PROGRAM NAME

EMPLOYEE IDENTIFICATION

NUMBER (EIN)

Privacy Act of 1974

Disclosure of your EIN and other personal information is solicited by the authority of Title 10, United States Code, Sections 3012 and 8012. The information is used to identify you in the Child Care Circuit voucher payment system and to correctly transmit your funds to the financial institution indicated.

(FINANCIAL INSTITUTION)

NAME\_\_\_\_\_\_: 00000000 |:

**ROUTING NUMBER** 

CITY\_\_\_\_\_STATE \_\_\_\_

# 

ACCOUNT NUMBER AT YOUR FINANCIAL INSTITUTION

I HEREBY AUTHORIZE CHILD CARE CIRCUIT. ITS AGENTS AND THE FINANCIAL INSTITUTION (S) INDICATED, TO DEPOSIT TO OUR ACCOUNT INDICATED ABOVE, THE T FULL AM OUNT DUE FOR ANY REIMBURSEMENT PERIOD WITH THE SAME EFFECT AS IF A CHECK HAD BEEN DELIVERED TO US FOR SUCH AMOUNT. IF FUNDS TO WHICH WE ARE NOT ENTITLED ARE DEPOSITED TO MY ACCOUNT, I AUTHORIZE CHILD CARE CIRCUIT AND ITS AGENTS, TO DIRECT THE FINANCIAL INSTITUTION (S) TO RETURN SAID FUNDS. THIS AUTHORITY REMAINS IN EFFECT UNTIL I FILE IN WRITING A NEW AUTHORIZATION FOR MY AGENCY/BUSÍNESS OR CANCEL MY PARTICIPATION. TERMINATION OF VOUCHER AGREEMENT ALSO VOIDS THIS AGREEMENT.

### VOUCHER PROVIDER

SIGNATURE DATE

POSITION

## ATTACH VOIDED CHECK OR PERSONALIZED DEPOSIT SLIP FOR EACH FINANCIAL INSTITUTION HERE

# The next 7 pages is your voucher agreement, please read carefully to ensure all requirements are met within the agreement.

Any questions, please contact:

Karen Rodriguez, Supervisor of Provider Services – <u>Krodriguez@childcarecircuit.org</u> – 978-722-2595

Cyndi Doucette, Manager of Provider Services – <u>Cdoucette@childcarecircuit.org</u> – 978-722-2547

# **Early Education and Care Voucher Services Agreement**



MASSACHUSETTS Department of Early Education and Care

This Agreement is between the local Child Care Resource and Referral Agency ("CCR&R") and your program<sup>1</sup>, either a licensed or license-exempt early education and care provider<sup>2</sup>,<sup>3</sup> (hereinafter referred to as "Provider") or a Family Child Care System (hereinafter referred to as a "System").<sup>4</sup>

#### 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. <u>See www.mass.gov/eec</u> to access EEC's licensing regulations. The Provider/System understands that neither EEC nor the CCR&R will pay for the care of children in space that is either unlicensed or not license-exempt space.
- Utilize EEC's web-based Child Care Financial Assistance ("CCFA") system to enter and maintain attendance in a timely manner, ensure attendance is accurate, and submit billing monthly, unless agreed to, in writing, by the CCR&R.

#### 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, including but not limited to:

<sup>&</sup>lt;sup>1</sup> Any licensed independent family child care provider who enters into an Early Education and Care Voucher Services Agreement with a CCR&R may only accept voucher referrals through the CCR&R and may not accept referrals through a family child care System. Family child care providers affiliated with a System cannot enter into a Voucher Agreement with a CCR&R or accept voucher referrals directly from a CCR&R. Family child care providers can only affiliate with one family child care System at a time.

<sup>&</sup>lt;sup>2</sup> 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.

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.

<sup>&</sup>lt;sup>3</sup> Where voucher services will be provided at more than one site, the CCR&R must confirm the licensing status (licensed or licenseexempt) 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.

<sup>&</sup>lt;sup>4</sup> 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.

- 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 statutes, regulations, policies and procedures, which include, but are not limited to, those outlined in M.G.L. c. 15D, EEC's Financial Assistance Policy Guide, EEC's Management Bulletins, 606 CMR 10.00 et. seq. (EEC's subsidy regulations), and 606 CMR 7.00 (the licensing regulations);
- 808 Code of Massachusetts Regulations 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; and
- The Collective Bargaining Agreement between Local 509, Service Employees International Union and the Commonwealth of Massachusetts Department of Early Education and Care entered into on behalf of family child care ("FCC") providers and in-home caregivers who care for children in their own home and receive payments for subsidized child care (hereinafter "FCC CBA").

#### 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. 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 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 Registry of Motor Vehicles and/or the Massachusetts Department of Transportation. If transportation services are paid for by the CCR&R, then the Provider/System agrees to enter into a Transportation Addendum with the CCR&R 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, while children are being transported, then the Provider/System agrees to notify EEC and 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; and
- Notify the CCR&R and enrolled families, in writing, at least thirty (30) days in advance of any permanent or temporary closure. 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.

#### 6. Notification Regarding Substitute Care (for Systems only)

Dated: May 9, 2016

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 14 per year) or substitutions as permitted by the 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 CCR&R for any days where its affiliated providers are not open or are unavailable to provide 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 other entities 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 and, if applicable, the terms of any direct contract with EEC and the terms of the Family Child Care Collective Bargaining Agreement.

#### 9. Financial Reporting

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

- To file a Uniform Financial Report (UFR) electronically with the Operational Services Division (OSD), on or before the 15<sup>th</sup> 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.<sup>5</sup>
- 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 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'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.

<sup>&</sup>lt;sup>5</sup> For information regarding the UFR and OSD's regulations and policies visit OSD's website: <u>www.mass.gov/osd</u>. <u>See also</u> OSD's Audit and Preparation Manual (also available on its website) for entities exempted from filing a UFR.

**10. 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 \$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 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 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. FCC System affiliated providers shall not be considered employees of the CCR&R and/or the Commonwealth as a result of providing voucher services except as described in M.G.L. c. 15D, §§ 2 and 17 and c. 149, § 148C.
- The Provider/System certifies that it has been provided this the 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 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'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 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.

Dated: May 9, 2016

#### 3. Reimbursement

The CCR&R 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.

#### **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.<sup>6</sup> 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 vouchers 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

<sup>&</sup>lt;sup>6</sup> Upon the CCR&R 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. Providers/Systems and System-affiliated providers must not charge/bill the CCR&R and/or EEC a higher rate for families receiving early education and care subsidies than they charge for private paying families for the same type of care, unless the Provider/System has sufficient restricted revenue to offset the difference between the Provider/System's voucher reimbursement rate and the lowest rate charged to any of its privately paying families (multiplied by however many contract/voucher/grant slots the Provider/System holds). Any revenue must have been restricted in writing by the donor specifically for the purpose of offsetting privately paying parents' rates for child care prior to the period in which such funds are being used. The Provider/System must include any information about scholarships/discounts that may be offered to private paying parents, including, but not limited to, discounts for early payments with the submission of private rates. The Provider/System must maintain records to document the off-set available for any years where discounted rates are charged to private paying families or scholarships are offered.

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's/System's site/office, 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, 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 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 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 CCR&R and the Provider/System and supersedes any prior Voucher Agreement in effect between the CCR&R 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

Telephone number

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.

E-mail address

Signature of Authorized Representative of Child Care Resource and Referral Agency Date

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

Dated: May 9, 2016

Date

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	

Dated: May 9, 2016

Provider Name:					
Name of Program (if ap	plicable):				
Address:					Apt #
City:		_ Zip:	Pho	ne:	
Mailing Address: (if dif	ferent than abo	ove)			
City:		_ Zip:			
E-mail Address:			We	bsite:	
License Type: Re	gular FCC	Large F	CC		
Ages Accepted: From	to				
Age Group	License Capacity	Current FT Vacancies	Full Week Rate	Daily Rate	Other Rate
Infants					
Toddlers					
Preschool					
School age – B/S					
School age – A/S					
School age - full day					
Kindergarten					
Any additional rate infor	mation:				
I offer part time care	Yes	No			
Current <u>part time</u> open	ings: #	infants #_	15 mont	hs – 2 years	# over 2 years
	#p	oreschool #_	School A	ge	
Comments on openings:					
Transportation					
Transportation Provi	ded 🗖	Walking Distar	nce to School		Near Public Transportatio
On Public School Bu	is Route	Provides Schoo	ol Age Transpo	ortation	
What Elementary school	(s) do you serv	e?			
Is transportation provided	d to the school'	?Yes	No		
If yes, to / from what sch					
If you offer transportation					
Please list ALL languag					
	1 - 5			0 0-)	

## I offer these schedule options (check all that apply):

E F	Part week		Part day		Full day
2	2nd shift		□ 3rd shift		Sick care
Ē	Evening		Overnight	nt 🗖	Flexible Schedule
	Open school vacation week		Full weel	k 🗖	Weekend
	dules - Days care provided ::SMTWT _	FS Ho	ours: From		То
	ings (if applicable):S				
	night (if applicable):SN				
Does	gram Year: (check only one)         pen all year       □ Open sch         gyour program offer any of         Emergency back-up care         Before school care	these care option Respite care	ons?	Drop in care	hules
	Holiday Care		<u> </u>	totating benet	44105
I cha	arge the following additional	fees			
□ F	Registration Fee	Late Pick U	Jp Fee	Ex	tended Care Fee
	Waitlist Fee	Materials F	ee	Ac	tivities Fee
QRI	S Level Granted	QRIS #			
Prog	gram Environment (Check a	ll that apply)			
	Accepts Cloth Diapers	Adul	t Pool		Air Conditioned
	Approved Assistant	Cat(s	5)		$\square$ Dog(s)
	Fenced Yard	Field	l Trips Taken		□ No Pets
	Other Pets	-	ut Free		Smoke Free
	Uses Public Playground	Whe	elchair Access	sible	
Mea	lls (Check all that you provi	le or that apply	y to your prog	gram)	
	Breakfast	Morning St	nack	Lunc	h
	Afternoon Snack	Dinner		I belo	ong to a Food Program
	Special Meal Request	Parents Pro	vide Food	-	nts Provide Lunch

I u	se the following Program Ph	ilosophy (Check one if approp	riat	e)
	Academic Program	High/Scope Approach		Learning/Play
	Montessori	Parent Cooperative		Piaget
	Reggio Emilia	Religious Orientation		Resources for Infant Educarers
	Waldorf			
Fin	ancial Assistance (Check all	subsidies that you accept)		
	Campership	Contracted Slots		DCF Supportive Slots
	Headstart	Private Scholarship		□ Sibling Discount
	Sliding Fee Scale	Teen Parent Slot		United Way
	Other	Voucher		
I ac	cept Part Time Vouchers	Yes No		
I h	ave the following Program P	olicies (Check all that apply)		
	Written Contract	□ Written Handbook		Provider Sick Allowance
	Provider Vacation Allowance	e Child Absence Allow	vanc	e
Spo for		r Program (check all that apply	y; p	orogram has experience with or allows
	Adaptive Equipment	Onsite Therapy		Onsite Medical Care
	Onsite Nurse			
	ecial Needs (check all of the children with )	following health conditions that	t ya	ou have experience working / caring
	Experience	ADD/ADHD		Asthma/Allergies
	At risk	Autism Spectrum Disorder	•	Behavioral
	Developmental	Emotional/Social		Feeding Tube
	Hearing Impairment	Learning		Medical Condition
	Monitors	Parental Incapacity		Physical
	Sensory Integration	Special Diet		Speech/Language
	Visual Impairment	None		Other
				Other side $\rightarrow$

I have the following Accred	ditation (Check one if any apply)				
□ NAFCC	□ NAEYC	□ NSACA			
ACA	ACA NAEYC in process				
Is your Program affiliated	with any of the following? (check all that	apply)			
Local Family Child Care	e Association				
Coordinated Family & C	Community Engagement Grant Council				
Support Group Leader	Other				
Are you willing to assist w	ith advocacy efforts by:				
□ Phone Tree Leader	Phone Tree Participant	Write Letters			
□ Visit Legislators	On Mailing List				
How often are written Chil	d Assessments completed? (Check one)				
Annually	Twice a Year	Quarterly			
What type of Child Assess	ment does your program use?				
Ages & Stages	Creative Curriculum Developmental Continuum	High Scope Child Observation Record			
Work Sampling System	Our Own Developed Assessment	Teaching Strategies Gold			
Other					
Do you belong to a Family C	Child Care System? Yes No				
If 'Yes' what is the name of I	FCC System:				
I employ a certified assistant	Part time Full time				
I only use an approved	l assistant as needed I do not use an	y assistants			
Please list <u>all</u> pets:					
What type of Family Care Se	tting is your program in?				
House Apartmen	nt Town House Duplex	Multi - FamilyOther			
Is there a dedicated indoor pl	ay area for the children? Yes N	0			
Do you use a car regularly du	aring child care hours? Yes No				

I have the following (I	Please <u>check all</u> t	hat apply):		
High School Dip	oloma/GED	Child De	evelopment Ass	cociate (CDA) Credential
An Associate's I	Degree in			
A Bachelors Deg	gree in			
I am currently p	ursuing my degree	e in		
I have taken som	ne Early Childhoo	d College courses		
Please list any other de	grees/certification	s you or your staff 1	may have (teacl	ner, lead teacher or director
certified, special educat	tion training, etc.			
What is the total number	er of years of expe	erience working in t	he Early Childł	nood Field?
Please tell us how much	h your gross incor	me was in total last	year for your fa	mily child care business:
under \$9,999	\$10-20,000	\$21-30,000	\$31-40,000	over \$40,000
Benefits: Please check	all of the benefit	ts that vou have av	ailable to vou.	
Health Insurance	_	- Dental Insurance	-	Paid Vacation
Unpaid Vacation		Paid Sick Leave		Unpaid Sick Leave
□ Other	-			Onpuld block Leave
Other		Refused		
Census Bureau Statist	tics (optional):			
My Race is: Whi	iteHispar	nicAfrican/An	merican	American Indian
Asian Indian	Native Hawaii	ian Chinese	Japanese	Filipino
Vietnamese	Samoan	Other Asi	anOth	er
My ancestry / ethnic o	origin is:			
Please share with us inf	formation about ye	our child care enviro	onment, philoso	ophy, daily schedule or program
that we can include in y	our record for par	rents to read, or mai	l or email us yo	our brochure. (Use back if needed)
What training opportun	ities would be mo	ost helpful to you?		

Again, thank you for taking the time to join us in our efforts in keeping your program's information current in our data system!!