



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 any licensing responsibilities.

Upon receipt of all 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,

Massiel Tremols

Massiel Tremols
Supervisor of Provider Services
MTremols@childcarecircuit.org
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.
4. 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:

Massiel Tremols
978-722-2595

MTremols@childcarecircuit.org



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 *(please only submit required forms, all other information in this packet is for your records):*

- Voucher Provider Contact Information
- Rate Increase 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)
- Transportation Information Form
- Copy of your transportation policies meeting the EEC guidelines
- Copy of your contract with a transportation company (if applicable)
- Transportation Agreement (enclosed in packet)
(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. ALL ORIGINALS MUST BE RETURNED TO THE ADDRESS ABOVE.****

**Thank-you,
Massiel Tremols
Supervisor of Provider Services**

**CHILD CARE AWARE OF MASSACHUSETTS
VOUCHER PROVIDER CONTACT INFORMATION**

Please complete the following information:

Federal Tax ID# _____

Program Name (*as it appears on your EEC License*) & **Mailing, Billing & Payment Address:**

Program Telephone# _____ **Fax#** _____

Name of Person Responsible for **Voucher Enrollment:** _____

Telephone _____ E-Mail _____

Name of Person Responsible for **Billing:** _____

Telephone _____ E-Mail _____

Program Location, Name & Address:

Name of Program Director: _____

Telephone _____ E-Mail _____

Name & Address of Parent Agency: _____

Name & Address of Executive Director: _____

Telephone of Executive Director: _____

E-mail of Executive Director: _____

Is your organization (*circle one*) For Profit Not For Profit

Does your parent company have a **Basic Contract with EEC?** Yes No
If YES, in which **Region(s)**? () 1 () 2 () 3 () 4 () 5 () 6

Does your program provide transportation? (circle one) Yes No
If yes, you must return a copy of your programs transportation policy.

Does your program offer any discounted rates and if so please describe: sibling discount/employee discount.
Please note that these discounts are also applied to voucher rates. _____

Signature: _____ **Title:** _____ **Date:** _____

Please note that it is your responsibility to report any changes to Resource & Referral Agency



PROVIDER RATE STATEMENT

Provider Name _____

- Please list the daily amounts you charge your private paying families whose children attend any of the following programs
- Please also enclose a copy of your program's flyer/brochure that you give to parents that shows a schedule of your rates
- Department of Early Education and Care Contracted providers, please attach a copy of your income eligible rate sheet

Program	Full Day Cost (6 or more hours)	Part Day Cost (less than 6 hours)
Infants		
Toddlers		
Preschool		
Kindergarten		
Before School		
After School		
Before and After School		
School Age Full Day		

Discounts offered: Yes () No ()

If yes enter the amount and type _____

I certify the rates listed above to be correct. Per the terms and conditions for the Voucher Day Care Provider Agreement, I certify that the voucher rates contained in section III.C of this Agreement are not higher than my rate charged to private consumers.

I recognize that to charge voucher consumers a rate higher than the rate charged to private consumers would constitute a violation of the terms and conditions of my Voucher Day Care Provider Agreement and may result in immediate termination of that Agreement.

Signature: _____ Date: _____

Printed Name: _____



*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





MEMORANDUM

To: Department of Early Education and Care (EEC) Contracted Programs, Child Care Resource and Referral Agencies (CCRR), and Head Start Programs

From: Sandy Fortier-Hollow, Associate Commissioner for Accounting and Contracts

Re: FY18 Closure Schedule (Center Based Programs)

Date: May 2017

Annual Submission of Closure Schedule

Early Education and Care Programs must annually submit a Closure Schedule to the CCRR/EEC prior to the start of each state fiscal year (or prior to July 1st). Any changes to the dates you state on the attached chart must be submitted for approval to the CCRR/EEC at least 60 days in advance.

Parental Notice

Center Based Programs must annually provide to EEC by July 1, 2017 a final Closure Schedule to parents of all subsidized children (i.e., both voucher and contract) participating in the program. For any subsidized child that enrolls after July 1, 2017, the Closure Schedule must be provided prior to enrollment so that parents may make an informed choice about their child care options. In addition, Center Based Programs shall provide parents of subsidized children at least 60 days' notice prior to making any changes to its Closure Schedule.

Closure Day Limitations and Requirements

Center Based Programs will be paid only for the number of closures submitted to the CCRR and/or EEC, provided that the closure days selected comply with the limitations and requirements set forth below:

1. Closure Day Requirements for All Center Based Programs:

- The program must select closure days that are responsive to the needs of the families served.
- 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.

2. # of Approved Closure Days for Full Year Programs: Up to 14 closure dates may be selected unless eligible for additional closure days in accordance with item #5 below.

3. # of Approved Closure Days for Part-Year Programs: Academic year programs may select up to 9 closure days unless eligible for an additional closure day in accordance with item #5 below. Summer only programs may select up to three 3 closure days.

4. Professional Development Closure Day Requirements: Center Based Programs must designate 2 closure days for professional development, regardless of the number of closure days selected. Voucher-Only Programs (i.e. programs that do not hold direct contracts with EEC) have the ability to use some or all of their closure days for professional development. However, if a voucher-only program elects to be closed for 14 days, at least two of the closures must be dedicated to professional development.

- Reimbursement for Professional Development: Center Based Programs designating closure days for professional development opportunities must ensure that educators and staff engage in professional development activities on those days. Failure to engage in professional development activities may result in denial of reimbursement requests.

5. QRIS-Related Closure Days – Additional Professional Development Closures for Center Based Programs: In FY2018, EEC will allow QRIS Programs the opportunity to select up to 2 additional program closure days to further the Program’s advancement to the next level in QRIS, as detailed below:

- All Full-Year Programs that have been self-assessed at Level 1 or higher in the Massachusetts QRIS by July 1, 2017 will be allowed an additional two closure days. These closure days must be used for professional development directly related to the program’s advancement to the next level in QRIS.
- All Academic Year Programs that have been self-assessed at Level 1 or higher in the Massachusetts QRIS by July 1, 2017 will be allowed one additional closure day. This closure day must be used for professional development directly related to the program’s advancement to the next level 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.
- Summer only programs are not eligible for additional QRIS-related closures.

Unpaid Closures

As noted above, EEC pays for a prescribed number of closure days. There are providers that know in advance that they will be closed for more days than the EEC-prescribed paid closure days. We request that providers complete the attached chart (“Unpaid Closures”) if a provider knows **now** days in FY18 that will be unpaid closures. (Note: This chart is not intended to include emergency days which, of course, are not known in advance.) Contract Providers must be entered these days into CCFA as “unpaid closures”.

DEPARTMENT OF EARLY EDUCATION AND CARE
Early Education and Care Program/Center Based FY 2018 Closure Schedule
 (July 1, 2017 to June 30, 2018)

Center Based Program 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 Center Based Program intends to be closed in fiscal year 2018.

PAID CLOSURES

#	Month/Day/Year	Day of the Week	Holiday Name, if applicable	Reason for Closure (i.e., General, PD or QRIS)
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

UNPAID 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				

FY 2018 Calendar Days by Month			
July	21	January	23
August	23	February	20
September	21	March	22
October	22	April	21
November	22	May	23
December	21	June	21
TOTAL: 260 Service Days			

TO BE COMPLETED BY CCRR:

Number of FY2018 Open Days: _____.

Number of FY2018 Program Closures: _____.

Total Number of FY2018 Reimbursable Service Days: _____.

Note whether any dates submitted by the Program/System were not approved by EEC/CCRR 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: _____
Date

Print Provider Name: _____

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

Child Abuse 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.

Child Neglect 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: _____

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intentionally

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
				-					-				
or													
Employer identification number													
				-									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
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).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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 failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use 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 apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

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

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

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 individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the 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.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Child Care Circuit

SharePoint/Provider Site 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 <https://providersite.childcarecircuit.org>. 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. Each user must have a unique email address.)

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.

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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. The Provider/System understands that the child’s parent or guardian will be responsible for deciding to place the child in its care.
- Provide early education and care services in an EEC licensed space or an EEC license-exempt space in accordance with EEC licensing regulations and any updates thereto. See www.mass.gov/eec to access EEC’s licensing regulations. The Provider/System understands that neither EEC nor the CCRR 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 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.

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:

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, 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.

- 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, EEC Subsidy Communications, 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. 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 CCRR 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 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, while children are being transported, then the Provider/System agrees to notify EEC and the CCRR.

5. 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; and
- Notify the CCRR 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 CCRR to transition such families to alternate providers for the continuation of early education and care services.

6. 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 14 per year) 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.

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 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.

9. 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.⁵
- 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.

⁵ 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.

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 \$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).

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 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 of the CCRR, EEC, and/or the Commonwealth. FCC System affiliated providers shall not be considered employees of the CCRR 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 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

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.⁶ 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 on behalf of ineligible families, or where a Provider/System double bills EEC and/or the CCRR for services.

⁶ 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. Providers/Systems and System-affiliated providers must not charge/bill the CCRR 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.

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:

- 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.

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 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, 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):

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



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

If you provide transportation:

Please read, complete, sign and return to the
address shown above.

Child Care Circuit Transportation Information

Dear Voucher Provider:

In preparation for the next fiscal year, we are requesting the following transportation information from all center-based programs and Family Day Care Systems.

Program Name: _____

Transportation Contact Person: _____

1) Is transportation provided directly by your program? Yes _____ No _____

Please circle age groups for which your program provides transportation: INF TO PS SA

2) Do you contract with a transportation company or companies? Yes ____ No ____

3) Please list the name, address and telephone number of each transportation company contracted by you: _____

4) Please check all transportation services you provide:

Children's home to center/system _____ Center/System to children's home _____

School to center/system _____ Center/system to school _____

5) Would you like to be reimbursed for transportation? Yes _____ No _____

6) What do you charge private pay parents for transportation? \$ _____ one-way \$ _____ round-trip

I recognize that to charge voucher consumers a rate higher than the rate charged to private consumers would constitute a violation of the terms and conditions of my Voucher Day Care Provider Agreement and may result in immediate termination of that Agreement.

7) **If you hold a basic contract** with EEC, are you reimbursed **separately** for transportation costs or is the cost **blended** into your rate? _____ (please detail specifically)

Official signature of person completing this form _____

****Program's Transportation policy must be returned with this form!**

Massiel Tremols
Supervisor of Provider Services
(978) 722-2595
E-Mail to MTremolschildcarecircuit.org

Child Care Circuit

190 Hampshire St.
Lawrence, MA 01840

Name of Program: _____

Date Sent: _____

According to EEC (OCCS) Policy-21, if you provide or coordinate transportation, you must develop written transportation policies detailing at least the following information (YOUR WRITTEN POLICIES MUST INCLUDE THE ITEMS BELOW):

Policy Statement	Required Information	Action to Take
Identify a specific staff person responsible for transportation services.	This person shall be responsible for coordinating transportation services; hearing and addressing consumer complaints, concerns and suggestions. Parents must be given name and contact information of this person.	Please submit the name of your transportation coordinator and provide all his/her contact information.
Procedures to follow when child is not ready for pick-up and parent not available at drop-off.	Detailed policy.	Please submit.
Minimum amount of time drivers will wait for unprepared child or the arrival of an absent parent.	Detailed policy.	Please submit.
Amount of time professional staff will search for absent parent or emergency contacts before they take additional steps, such as filing a 51A.	Detailed policy identifying who will do what.	Please submit.
Process for addressing misbehavior of children during transport.	Detailed policy, which can include behavior training for transportation staff.	Please submit.
Documentation and reporting of accidents.	Detailed policy identifying who does what.	Please submit.
Possible consequences for a family's misuse of transportation.	Detailed policy outlining any warning process.	Please submit.

Please contact the Massiel Tremols at MTremols@childcarecircuit.org or 978-722-2595 immediately if any of this information changes.

CHILD CARE CIRCUIT

FACT SHEET

TRANSPORTATION

How can a parent have transportation on their voucher?

A parent can request transportation be included on their voucher at the time of their appointment with Child Care Circuit, or they may call at a later date to add transportation if needed.

Are all parents eligible for transportation?

A parent who does not have a vehicle and lives half a mile away from the provider and have no access to public transportation would be eligible for transportation if the program offers transportation, and the program has a transportation addendum as part of their agreement.

ALSO

A parent who does have a vehicle would be eligible for transportation if:

- Work/school schedule conflicts with drop-off/pick-up of child(ren) from a program.

Can the provider request transportation for the parent?

No. To add/change/delete anything from or to a voucher the parent must make the request by contacting Child Care Circuit.

Can transportation be added at any time?

A parent can request transportation be added to their voucher at any time and transportation will become effective when the parent signs the voucher indicating transportation has been added.

Does this mean that the parent must come for "another" appointment?

No. A parent will be required to sign the voucher when adding transportation - parents can choose the location most convenient to them including evening hours in Beverly. Parents who come to sign paperwork must present a picture ID - this is verification that the authorized person is the person signing.