

Early Education and Care Voucher Services Agreement – Summer Camps 2018



This Agreement is between _____, the Child Care Resource and Referral Agency (CCRR), and _____ (Program) for purposes of providing summer camp early education and care services.

I. THE PROGRAM AGREES TO:

A. Licensing

Maintain a current license issued by the local Board of Health and provide services that shall comply at all times with Massachusetts Department of Public Health's (DPH) Standards for Recreational Camps for Children, State Sanitary Code, Chapter IV, 105 CMR 430.000.

B. Operations

1. Maintain a written plan which outlines procedures for dealing with emergencies, and distribute this plan to all voucher recipients (attach copy if not included in camp brochure).
2. Maintain and distribute to voucher recipients, written policies defining procedures to be followed when children are not picked up on time (attach copy if not included in camp brochure).

C. Referrals

1. Accept voucher referrals from the CCRR and provide services to children and their families without discrimination on the basis of race, religion, cultural heritage, political belief, national origin, marital status, sexual orientation, or disability.
2. Only school aged children, as defined by the Department of Early Education and Care (EEC), shall be eligible for enrollment in summer camps through the EEC subsidy system. In accordance with this restriction, the Program agrees to only accept voucher referrals for children who satisfy the following criteria:
 - a. Minimum age: kindergarten child, or a child who is attending a public or approved private elementary school. EEC licensing regulations define a "kindergarten child" as a child who is five years old or who will attend first grade the following year in a public or

private school;¹

- b. Maximum age: children up to age 13, or up to age 16, if they have a documented special need. In the event a child turns 13 (or 16 with a documented special need), while attending a summer camp program, the child may continue to remain in care with the camp voucher until the summer camp program ends.

D. Fee Collection

1. Collect only the fees as indicated on the Fee Agreement and specified on the Child Care Voucher, one week prior to the week for which payments apply. Programs may collect fees for scheduled program closures (i.e., holidays, professional development workshops, etc.) up to a maximum of three (3) days **only if** private consumers are charged for these days.
2. Maintain a ledger of all fees collected from voucher recipients. In addition, programs must provide receipts to consumers that pay fees in cash.

E. Notifications and Reporting

1. Notify the CCRR of any of the following at least two (2) weeks prior to the change:
 - a. any address changes to locations where child care is provided (in advance of any such changes); and/or
 - b. any change in program policies or rates relevant to the provision of voucher services (such changes must be submitted in writing to the CCRR).
2. Notify the CCRR of any of following **immediately**:
 - a. if a summer camp voucher recipient voluntarily withdraws his/her child from the Program before the authorized end date on the voucher;
 - b. if the Program terminates a child prior to the authorized end date on the voucher;
 - c. any circumstances resulting in the non-payment of fees;
 - d. if a child is absent for more than three (3) consecutive days without explanation;

¹ See 606 CMR 7.02 (defining school aged and kindergarten aged children).

- e. if a child is absent (with or without explanation) in excess of the allowable absences² as set forth in EEC's regulations and policies;
 - f. any complaints related to subsidized early education and care policies, procedures and/or regulations (e.g., fees, billing, or termination of care) (note: complaints about violations of EEC's licensing regulations should be directed to the EEC regional licensing staff); or
 - g. any change in a family's household size or composition, service need, income, and/or attendance that may affect a family's eligibility for subsidized services and/or the family's parent fee level.
3. Complete attendance and submit billing to the CCRR utilizing EEC's web-based Child Care Financial Assistance (CCFA) application. Failure to complete attendance accurately and/or submit a request for reimbursement utilizing CCFA within the timeline established by the CCRR may result in delays and/or loss of reimbursement.
 4. Notification Upon Breach of Personal Information: "Personal information" is comprised of the combination of **one or more** of the following: (1) social security number; (2) driver's license or state-issued identification number; or (3) financial account number, credit or debit card number, personal identification number or passcode, or any information permitting access to an individual's financial account. Any breach of personal information must be reported to the Office of Consumer Affairs and Business Regulation and the Attorney General's Office within a reasonable time after the discovery of a breach or knowledge that personal information has been disclosed. Any such breach must be reported to EEC within twenty-four hours so the Department can make efforts to mitigate damage from release of personal information as quickly as possible.

F. Recordkeeping

1. Utilize EEC's web-based Child Care Financial Assistance (CCFA) application to enter and maintain attendance in a timely manner, ensure attendance is accurate, and submit billing monthly, unless agreed to in writing by the CCRR.
2. Maintain all source documents used to complete requests for reimbursement.
3. Allow the CCRR and EEC to have access to any information requested to determine compliance with any state and/or federal law or regulation

² See EEC Management Bulletin 2015-05 "Update to Child care Financial Assistance Attendance Policy" (<http://www.mass.gov/edu/docs/eec/management-bulletins/emb-2015-05-updates-attendance-policy-tracking-excessive-absences.pdf>) and EEC Subsidy Communication 2016-14 "Attendance Policy Clarification, FAQ, and Revised Notification Agreement" (<http://www.mass.gov/edu/birth-grade-12/early-education-and-care/financial-assistance/financial-assistance-for-families/managing-financial-assistance/fy-2016-subsidy-communications.html>)
Be advised that the Program will not be paid for any absences deemed excessive.

governing the child care subsidy program by providing access to all books, records, source documents, etc.

4. Maintain the confidentiality of all records and information in accordance with state and federal law and EEC regulations and policies. Programs providing services to children subsidized by EEC shall not distribute or release information about a child or his/her family to any unauthorized person, or discuss with any unauthorized person information about a child or his/her family without the written consent of the child's parent/guardian. The child's parent/guardian, at reasonable times, must, upon request, have access to everything in his/her child's record.

G. Site Visit

1. Allow for visits by the CCRR and EEC staff to conduct inspections, at any reasonable time.
2. Encourage family involvement, allow parental access, and enhance consumer knowledge about the child's program activities.

H. Health and Safety

1. Maintain all Health and Safety requirements as outlined in the DPH regulations at 105 CMR 430.000 Minimum Standards for Recreational Camps for Children, State Sanitary Code, Chapter IV.
2. Immediately notify the local Board of Health in the case of an outbreak of any contagious disease (including but not limited to measles, meningitis, H Flu, hepatitis, giardia, salmonella, and/or shingella) and follow the Board of Health's required procedures.
3. Maintain logs regarding incidents such as injuries, health concerns, and safety issues that occur during the course of the day. These logs shall be used to share pertinent information between shifts and to monitor and improve health and safety conditions within the program on a routine basis.

I. Institutional Child Abuse and Neglect

1. Adhere to all applicable governmental, state, and/or federal requirements pertaining to completing background record checks of employees, volunteers, interns, and those with the potential for unsupervised contact with children.
2. Comply with the health and safety standards for recreational camps related to the prevention of abuse and neglect, as codified at 105 CMR 430.093. At a minimum, summer camp programs shall satisfy the following requirements:

- a. Establish and maintain procedures to protect children from abuse and neglect while in the camp's care and custody.
- b. Develop and follow written procedures for reporting any suspected incident of child abuse and neglect in accordance with procedures described in M.G.L. c. 119, § 51A, including:
 1. Staff shall immediately report any suspected child abuse or neglect to the Department of Children and Families (DCF) or to the camp director.
 2. The camp director shall immediately report suspected abuse or neglect to DCF.
 3. The camp director shall notify the Board of Health if a 51A report alleging abuse or neglect of a child while in the care of the camp or during a program-related activity is filed. The 51A report itself shall not be forwarded to the Board of Health.
- c. Cooperate in all official investigations of abuse and neglect alleged to have occurred at the camp, including identifying parents/guardians of children currently or previously enrolled in the camp who may have been in contact with the subject of the investigation.
- d. Ensure that an allegedly abusive or neglectful staff person does not work directly with children until the DCF investigation is complete.

J. Transportation

Any Program seeking to provide transportation services to and from camp as part of this Agreement shall complete the Transportation Addendum. Programs must ensure that transportation services, including subcontracted transportation services, adhere to all applicable Registry of Motor Vehicles laws and regulations as well as all EEC regulations and policies regarding transportation oversight. Additionally, all programs receiving reimbursement for transportation must ensure that all drivers and monitors complete EEC's background record check process pursuant to 606 CMR 14.00 et seq. prior to starting work.

II. THE CCRR AGREES TO:

A. Referrals

1. Maintain a Voucher Provider Resource File which will be available to all eligible consumers and contains pertinent up-to-date information, including the Provider Fact Sheet, published brochures, rate information, and program policies.
2. Refer eligible consumers only to those Programs who hold a Voucher Services Agreement with the CCRR.

B. Training/Technical Assistance

Provide on-going technical assistance to Programs at a minimum in the areas of billing procedures, fee collection, recordkeeping, voucher child care policies and procedures, and in other areas as the CCRR and the Program deem appropriate or as EEC may require.

C. Fee Assessment

Assess the voucher recipient's fee in accordance with the current Parent Co-Payment Table and sign a Fee Agreement with each consumer, when applicable.

D. Reimbursement

1. Review and approve each fully completed and timely submitted request for reimbursement, utilizing EEC's web-based CCFA application, then submit CCFA generated invoices to EEC with original, wet signature, in accordance with the timeframes established by the Department.
2. 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.
3. Reimburse the Program within five (5) working days of receipt of reimbursement from EEC.

E. Communications

1. Inform the Program of any changes or termination of a Child Care Voucher.
2. Assist and attempt to resolve consumer complaints regarding a specific Program, or Program complaints regarding an enrolled consumer.
3. Make available to the Program any or all information contained in the Program's resource file.

III. ALL PARTIES TO THE AGREEMENT AGREE THAT:

A. Rates

1. The agreed upon rate(s) in effect for the duration of this Agreement is the school age child care rate as approved by the Board of Early Education and Care.
2. The voucher rate(s) are not higher than the rate(s) charged to private consumers for the same program type, unless the Program can document that it has sufficient off-setting revenue (restricted in writing by the donor(s))

specifically for the purpose of off-setting private paying consumers' rates).

3. The Program may not charge a voucher recipient more than the parent co-payment listed on the voucher.
4. For purposes of enrollment and billing, six or more hours is considered a full day. Less than 6 hours is considered a part time day and should be billed at a part time rate (60% of full day rate).

B. Additional Fees

1. Programs shall not charge voucher consumers any additional "registration," waiting list fee, deposit, application, field trip, special activity, food for special events, materials fees for participation in their program, or surcharges for late payments of co-payments.
2. Programs may not collect fees from parents/guardians receiving EEC financial assistance to supplement their approved EEC reimbursement daily rate.
3. Additional fees may be charged for services not offered to every child as part of the regular early education or out-of-school time program, such as transportation. Only Programs who have signed a transportation addendum as part of their provider agreement or who hold a transportation contract with EEC are allowed to provide transportation with EEC funding. At their discretion, parents/guardians may enter into agreements with vendors for services that are made available through the program, and parents/guardians will be expected to pay for such optional services.
4. Programs may charge parents for the care of children who remain beyond program hours due to late pick-up by parents/guardians, and for bank fees resulting from checks deposited against overdrawn accounts (i.e., bounced checks).

C. Reimbursement Policy

1. Child care services are considered properly authorized when a voucher has been issued and remains current. The Program will not be paid for services offered beyond the end date of the voucher or before the start date of the voucher.
2. Children are considered enrolled, and services reimbursable, on the first day of actual program attendance, as verified by the CCRR.
3. Programs are reimbursed only for the time that children are authorized and scheduled to attend, according to the Child Care Voucher.
4. Programs shall not be paid for excessive absences, as defined by EEC regulation and policy.

5. The Program may bill for up to ten (10) authorized service days in a fourteen (14) calendar day period if a voucher recipient terminates services (before the authorized end date of the voucher) without providing fourteen (14) calendar days' notice, as long as the slot remains unfilled.
6. The number of days' notice received will determine the additional days for which the Program may bill. Example: A Program that receives eight (8) calendar days' notice may bill for all scheduled /authorized service days within the following six (6) calendar days as long as the slot remains unfilled.
7. The CCRR will reimburse the Program the full daily rate if a portion of the parent fee is not collected due to inadequate termination notice (less than 14 calendar days). The CCRR will reimburse the Program for the portion of the parent fee remaining uncollected, less the initial fee as indicated on the Fee Agreement. This payment will be made only if the slot remains unfilled. The CCRR will not be responsible for reimbursing the Program for any uncollected parent fees other than as described.
8. No billing in accordance with the 10 authorized service days provision shall be allowed in the instance of a Program-initiated termination (i.e., expulsion or suspension), or beyond the authorized end date of the voucher.
9. Services rendered prior to the effective date or after the termination date of this Agreement will not be reimbursed.

IV. EFFECTIVE DATES OF THE VOUCHER SERVICES AGREEMENT

- A. Program rates are not effective until the rate(s) are approved by the CCRR, or EEC when applicable, as indicated in Section III-C.
- B. This Agreement is not effective until signed by both parties in Section V.
- C. This Agreement shall become effective on _____, and shall be terminated on _____ (but no later than September 7, 2018).
- D. This Agreement or any portion of this Agreement may be terminated by either party upon two (2) weeks' written notice, or suspended immediately in the case of notification by the local Board of Health or DPH or in the event that a child's health or safety is at risk.

V. CERTIFICATIONS

A. Program Certification

I understand that I am entering into this Agreement as an authorized representative for my program and that the program will be considered an independent contractor and may, in no way, be considered an employee of the state, EEC, or the CCRR. I understand that my program may receive voucher referrals only from the CCRR. I further agree that my

program will hold harmless the CCRR and the Commonwealth for any damages to person(s) or property which may arise out of the delivery of services under this Agreement.

I understand the policies contained in this Agreement and I agree that my program will comply fully with them. Further, I certify that my program rate(s) listed are in accordance with voucher child care policy. I understand that upon a further review of rate information by the CCRR, justification must be provided to support the rate(s), or the rate(s) will be adjusted accordingly.

Signature of Authorized Representative for Program

Date

Name and Title of Authorized Representative (print or type)

Summer Camp Name (if different)

Address

Telephone

Federal Identification Number

B. CCRR Certification

I understand the policies contained in this Agreement and on behalf of the Child Care Resource & Referral Agency agree to comply fully with them. I have reviewed the contents of this Agreement with the child care Program and certify that the approved rate(s) have been verified according to voucher child care policy.

Signature of Authorized Representative for the CCRR

Date

Name and Title of Authorized Representative (print or type)

Name of Child Care Resource & Referral Agency

Summer Camp Site Detail

Please list the name and address of each site that is governed by the Program, which will be providing early education and care services through this Agreement. If the Program operates summer camps at more than 6 locations, please attach an additional form.

Site #1:

Name of Site

Address of Site

Site #2:

Name of Site

Address of Site

Site #3:

Name of Site

Address of Site

Site #4:

Name of Site

Address of Site

Site #5:

Name of Site

Address of Site

Site #6:

Name of Site

Address of Site