

Early Education and Care Voucher Services Agreement – Summer Camp 2025

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

I. THE PROGRAM AGREES

A. Licensing

To 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. To 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. To 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. To 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. That only kindergarten or 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 child care financial assistance system. In accordance with this restriction, the Program agrees to accept voucher referrals only 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 or until the end of the family's authorization, whichever is earlier.

D. Rates, Reimbursement, and Parent Fee Collection

1. To complete attendance and submit billing to the CCRR utilizing EEC's web-based Child Care Financial Assistance (CCFA) application. Failure to complete enrollment and 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.
2. That EEC will not provide payment for a child on any day that the child attends without an active voucher, which shall include, but not be limited to, instances where the child attends prior to a child care voucher being issued or children who continue to attend following the expiration or termination of the child care authorization or placement.
3. That, in accordance with EEC policy, a child is not considered enrolled in child care financial assistance until the first day the child actually attends the program, unless otherwise allowed in accordance with EEC's Financial Assistance Policy. If the child is on a voucher, they may not be enrolled in a program before the beginning date indicated on the voucher. The child may remain eligible for enrollment until the end date of the authorized placement or until the child care financial assistance is terminated, whichever comes first.
4. To collect only the fees as indicated on the Fee Agreement and specified on the Child Care Voucher, on a schedule of payment created in accordance with the requirements of summer camp program. Programs may not collect fees from parents for days that fees are covered by EEC, including scheduled program closures (i.e., holidays, professional development workshops, etc.).
5. To maintain a ledger of all fees collected from voucher recipients. In addition, programs must provide receipts to consumers that pay fees in cash.
6. Not to charge voucher consumers any additional fees for "registration", waiting list, deposit, application, field trip, special activity, food for special events, materials for participation in their program, surcharges for late payments of co-payments, or for any payment not reimbursed by the CCRR

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

for failure to obtain a 2025 Certificate/License.

7. Not to collect fees from parents/caregivers receiving EEC child care financial assistance to supplement their approved EEC reimbursement daily rate.
8. That 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 that 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 may enter into agreements with vendors for services that are made available through the program, and parents will be expected to pay for such optional services.
9. That a program may charge parents for the care of children who remain beyond program hours due to late pick-up by parents/caregivers, and for bank fees resulting from checks deposited against overdrawn accounts (i.e., bounced checks).

E. Notifications and Reporting

1. To 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. To notify the CCRR of any of following **immediately**:
 - a. if a summer camp voucher recipient voluntarily withdraws their 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;
 - e. any complaints related to child care financial assistance 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

- f. any change in a family's household size or composition, service need, income, and/or attendance that may affect a family's eligibility for child care financial services and/or the family's parent fee level.
3. 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. To maintain all source documents used to complete requests for reimbursement, including but not limited to attendance records. Program must keep adequate records to document the services provided, program income, and expenditures as it contributes to the delivery of services to both federal and/or state funded programs. Records which fully document the extent of services provided must be maintained for a minimum of seven years from the termination date of the contract/grant. Failure to maintain adequate records shall result in further review by the respective CCRR and possible recoupment.
2. Allow the CCRR and EEC to have access to any information requested to determine compliance with any state and/or federal law or regulation governing the child care financial assistance program by providing access to all books, records, source documents, etc.
3. 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 funded by EEC shall not distribute or release information about a child or their family to any unauthorized person, or discuss with any unauthorized person information about a child or their family without the written consent of the child's parent/caregiver. The child's parent/caregiver, at reasonable times, must, upon request, have access to everything in their child's record.

G. Site Visit

1. To allow for visits to conduct inspections or fiscal monitoring, at any reasonable time. The CCRR, EEC or its authorized representative, and/or any

other authorized state agency, including but not limited to the State Auditor's Office, shall have in-person access to the Program'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.

2. That all Programs will be subject to an onsite and/or desk fiscal monitoring review. Programs must adhere to all aspects of the monitoring visit process which includes, but is not limited to, submission of an Internal Control Questionnaire, risk assessment process, and response to any findings through a Corrective Action Plan.
3. To encourage family involvement, allow parental access, and enhance consumer knowledge about the child's program activities.

H. Health and Safety

1. To 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 and any subsequent guidance issued.
2. To immediately notify the local Board of Health in the case of an outbreak of any contagious disease (including but not limited to COVID-19, measles, meningitis, H Flu, hepatitis, giardia, salmonella, and/or shigella) and follow the Board of Health's required procedures.
3. To 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. To 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. To 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. To cooperate in all official investigations of abuse and neglect alleged to have occurred at the camp, including identifying parents/caregivers of children currently or previously enrolled in the camp who may have been in contact with the subject of the investigation.
- d. To ensure that an allegedly abusive or neglectful staff person does not work directly with children until the DCF investigation is complete.

J. Transportation

A 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 Fee Chart 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 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 three (3) to five (5) working days of receipt of reimbursement from EEC.

E. Communications

1. Inform the Program (at least 2 weeks prior) of any changes to 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.

B. 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, unless otherwise allowed accordance with EEC's Financial Assistance Policy Guide.
3. Programs are reimbursed only for the time that children are authorized and scheduled to attend, according to the Child Care Voucher.
4. 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.
5. 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.
6. 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.
7. 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-A.
- 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 6, 2025).
- 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.

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