

**Memorandum of Agreement**  
**PFC Child Care Subsidy**  
**Fiscal Year 2020/2021**

This Agreement is entered into by and between the Partnership for Children of Cumberland County, Inc. (hereinafter referred to as "PFC") and \_\_\_\_\_ (the Early Care & Education Facility, hereinafter referred to as "ECEF"). The term of this agreement shall be for the fiscal year beginning on July 1, 2020 and terminating on June 30, 2021 and shall become effective immediately upon execution.

**I. General Terms and Conditions**

1. The rates specified in this Agreement reflect the rate being used at the time of execution of this Agreement, are for the duration of the term of the Agreement, apply to all parents enrolled with the ECEF and shall not be higher than the rate or fee assessed to self-pay clients. The rate may include a registration fee. The ECEF may request an increase in the rate specified in this Agreement, provided that the ECEF increases the rate charged to self-pay clients, that the rate change is effective on the first calendar day of the month effective, **and** that the ECEF notifies PFC in writing at least 30 days in advance of the effective date of the increase. ***Only one rate change per year will be processed.***
2. PFC may approve some children as eligible to receive transportation services. In the event that transportation services are approved, reimbursement shall be at a rate of **\$42.00** per month per approved child.
3. In the event that the ECEF increases their self-pay client rates as a result of an increase in their star rated licensure, the rates specified in this Agreement may be increased, provided that the ECEF provides documentation to support the increase to PFC along with the new rates.
4. All records and forms related to this Agreement, including enrollment and attendance records for children receiving child care under this agreement, self-pay client rates and rate forms/attachments, program and fiscal reports, forms and receipts, and summaries of payments received under this Agreement must be kept on file, on site, for a period of at least five (5) years, and must be available for review by PFC, the North Carolina Partnership for Children (NCPC), Division of Child Development and Early Education (DCDEE), Department of Health and Human Services (DHHS) and the North Carolina Office of State Auditor (OSA).
5. PFC Child Care Subsidy funds only full-day child care services, except where approval has been documented and approved by PFC's President.
6. ECEF must comply with the provisions of the Civil Rights Act of 1964 and its subsequent amendments and with the provisions of the Americans with Disabilities Act, which apply to their type of business.
7. Any information about the children served or their families must be kept confidential and should only be released to any party with the express written permission of the parent or legal guardian.
8. PFC reserves the right to terminate this Agreement in the event that funding is no longer available.
9. If the ECEF is found to have accepted funds for which they were not eligible, ECEF must repay those funds to PFC within 30 days of identification of the discrepancy.
10. All child care subsidy reimbursements made under this Agreement shall terminate 30 days after issuance of an administrative action revoking, summarily suspending, or denying a license to operate a child care facility. An appeal of an administrative action revoking, summarily suspending, or denying a license does not stay the termination of approval to participate in PFC Child Care Subsidy Program. If under appeal, the maximum time period during which payments from the PFC Child Care Subsidy Program may be made is 30 days from the date of the notice of the administrative action. A child care facility subject to administrative action as described in this Paragraph shall not be paid with subsidized child care funds for

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any new children enrolled after the date on the notice of the administrative action and the facility is ineligible to participate in the PFC Child Care Subsidy Program.

**II. Early Care & Education Facility Responsibilities**

1. ECEF must maintain a current 4- or 5-star rated license issued by the DCDEE and must comply with all statutes therein.
2. ECEF agrees to immediately notify PFC in the event that DCDEE takes any action related to the licensure of the ECEF.
3. ECEF must accept referrals from PFC without discrimination on the basis of race, color, national origin, sex, religion or handicap.
4. ECEF will assist PFC in the collection of Job Search Forms.
5. ECEF will collect only the fee(s) indicated in this Agreement. ECEF must honor the contract end date as indicated on the parent enrollment form as notice for services ending. As a result, ECEF cannot assess additional fees to parents for failure to provide notice of intent to terminate services unless parent has indicated in writing to both ECEF and PFC that they intend to continue child care services past the contract end date.
6. ECEF will maintain sole responsibility for the collection of parent fees, if applicable, as listed on the Subsidy Notification letter, from the parents of children referred by PFC. Parent fee amounts will be determined by PFC and based on current policies regarding eligibility.
7. ECEF must notify PFC within 24 hours in the event that another subsidy provider (including but not limited to: DSS, Head Start, Early Head Start, NC Pre-Kindergarten, FTCC Parents for Higher Education) begins providing subsidy assistance for a child(ren) enrolled in the PFC Child Care Subsidy program. Failure to notify PFC will result in immediate termination from the PFC Child Care Subsidy program for a period of at least six (6) months and longer as determined by the PFC President. The ECEF will be responsible for repayment of funds paid on behalf of any child dually enrolled during the time of dual enrollment.
8. ECEF must notify PFC of any changes in information provided by the ECEF and listed in the PFC computer database.
9. ECEF must immediately notify PFC if a child has three (3) or more absences within one month (absences do not have to be consecutive days).
10. In order for the ECEF to receive reimbursement for a full month of service for a child enrolled in the PFC Child Care Subsidy Program, the child must be present for a minimum of 15 days. If a child's absences result in fewer than 15 days in attendance, reimbursement will be pro-rated and the ECEF will only be reimbursed for actual days of attendance (plus approved holidays) at the daily rate listed on the Subsidy Assistance Attendance Sheet. There is a standard exception for the service month of June, any child served under contract for the month of June must attend one (1) day in order for the ECEF to receive full reimbursement for that child. **EXCEPTION:** In the event that a child being served through the PFC Child Care Subsidy program is accepted into the subsidized child care program with another subsidy provider (including but not limited to: DSS, Head Start, NC Pre-Kindergarten, FTCC Parents for Higher Education), the ECEF will only be reimbursed for actual days of attendance (plus approved holidays) at the daily rate listed on the Subsidy Assistance Attendance Sheet, even if the actual days of attendance exceeds 15 days.
11. ECEF must immediately notify PFC prior to the suspension and/or expulsion of a child(ren). ECEF must provide PFC with a copy of a suspension and expulsion policy incorporated by their program. ECEF

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agrees to make arrangements with the PFC Child Care Subsidy Program to obtain the necessary resources and supports to maintain the enrollment of child(ren).

12. ECEF must notify PFC within 24 hours if a parent terminates child care services before the end date specified in the notification letter from PFC. Failure to notify PFC may result in immediate termination from the PFC Child Care Subsidy program for a period of at least six (6) months or longer as determined by the PFC President.
13. ECEF will submit to PFC the Subsidy Assistance Attendance Form (record of child's monthly attendance) as invoice for payment on the 1<sup>st</sup> business day of the following month (for service months July through May). Attendance sheets must be completed in blue or black ink and must be submitted in their original form. Photocopies will not be accepted. Attendance sheets with "white out" or other error correction fluids/tapes will not be accepted. If errors are made on an attendance sheet, the error should be stricken with one line, corrected and initialed by the person authorized to sign attendance sheets. **EXCEPTION:** PFC may provide authorization, via email or in writing, to ECEFs that permit electronic submission of attendance sheets. In this case, digital/scanned signatures will be accepted but errors must be corrected as noted above and deadlines for submission still apply.
14. ECEF will have until the last business day of each month to submit Subsidy Assistance Attendance Forms for services rendered in the prior month (July through April) or the ECEF will forfeit reimbursement for those services rendered.
15. The only exception to due dates are the Subsidy Assistance Attendance Forms for June, which must be submitted no later than **the second Friday of June, 2021**. Any forms submitted after this date will not be processed and the ECEF will forfeit reimbursement for those services rendered, unless reimbursement is approved by the President of PFC.
16. ECEF must have, and keep in effect for the full term of this Agreement, general liability insurance.
17. ECEF must immediately notify PFC of a change in location, ownership, etc., in addition to notifying the Regulatory Services Section of DCDEE to prevent delay in processing of payments under this Agreement.

**III. Partnership for Children of Cumberland County Responsibilities**

1. PFC will maintain a computer database that includes the facility referral file, made available to all parents and containing pertinent information regarding ECEFs.
2. PFC will only refer parents to those ECEFs who are registered with PFC, and who are currently licensed with DCDEE.
3. PFC will notify ECEF of any change in status of this Agreement, to include termination.

**IV. Early Care & Education Facility Information**

**Facility Name:** \_\_\_\_\_ **State License #:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Federal Tax ID:** \_\_\_\_\_

**Classification:**     Home    Center    Center in a Home    **Stars:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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**V. Facility Rates and Registration Fee**

The rates listed reflect the ECEF current full-time, full-day rates and must be good through the expiration date of this Agreement:

Age of Child	Weekly Rate	Monthly Rate (Weekly Rate x 4.33)
<b>Birth to One</b>		
<b>One to Two</b>		
<b>Twos</b>		
<b>Threes</b>		
<b>Fours</b>		
<b>Fives (not yet in Kindergarten)</b>		

**REGISTRATION FEE:** \_\_\_\_\_

**VI. Signature Warranty**

By signing below, the undersigned represent and warrant that they are authorized to bind their principals to the terms of this MOA.

**For the ECEF:**

**For the PFC:**

Signature	Date	Signature	Date
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