



Snohomish County

Human Services

August 21, 2025

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Dave Somers
County Executive

Re: DCYF Contract Number 25-1218

Dear Ms. Baffoe:

Snohomish County is in receipt of grant agreement **Washington State Department of Children, Youth, and Families (DCYF) Contract Number 25-1218** which includes pass-through dollars from the Department of Education. As you may be aware, Snohomish County, along with other local government plaintiffs, has successfully challenged grant terms and conditions that various agencies of the federal government have included in grant agreements and other documents.

Pursuant to a Preliminary Injunction in *King County et al. v. Turner et al.*, 2:25-cv-00814-BJR (W.D. Wash.)(issued August 12, 2025)("Order"), in which Snohomish County is a plaintiff, the Department of Health and Human Services (HHS), the Department of Housing and Urban Development (HUD), and the Department of Transportation (DOT) and their operating divisions and agencies, are enjoined from "imposing or enforcing" certain grant conditions or "any materially similar terms or conditions" at any stage of the grant-making process. See Order at 36-41. A copy of the Preliminary Injunction is enclosed with this letter for your reference, and a list of the grant conditions ("Grant Conditions") can be found on pages 44-50.

Snohomish County has carefully reviewed **DCYF Contract Number 25-1218** and has not found the Grant Conditions or any materially similar terms and conditions within this agreement. Snohomish County's consent to **DCYF Contract Number 25-1218** is contingent upon the absence of the Grant Conditions or materially similar conditions.

Because Snohomish County is not privy to the contents of DCYF agreements with state or federal entities, Snohomish County expressly reserves all rights to refuse any term or condition that is the same or materially similar to the Grant Conditions if DCYF later attempts to impose said conditions on the County.

Sincerely

Mary Jane Brell Vujovic, Director
Snohomish County Human Services

Enclosure

The Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

NO. 2:25-cv-814

MARTIN LUTHER KING, JR. COUNTY, *et al.*

Plaintiffs,

vs.

SCOTT TURNER in his official capacity as
Secretary of the U.S. Department of Housing
and Urban Development, *et al.*,

Defendants.

**ORDER GRANTING PLAINTIFFS'
THIRD MOTION FOR
PRELIMINARY INJUNCTION**

I. INTRODUCTION

Congress, as the branch of government constitutionally entrusted with the power of the purse, has long made critical investments in programs to end homelessness, strengthen communities, and improve local infrastructure. These budget decisions are not mere technical exercises, they reflect difficult judgments (and compromises) about how best to allocate our nation's resources. Every dollar allocated is a deliberate decision on how to serve the public good. And under the constitution, it is Congress—not the President—that has the authority to

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1 make those judgments. Yet that is precisely what the Plaintiffs in this case allege the current
2 administration has attempted to override. They contend that the Trump Administration
3 unlawfully seeks to impose hotly contested political conditions on funds that Congress has
4 already appropriated—substituting the Executive’s preferences for the will of Congress, in clear
5 defiance of constitutional limits.

6 On June 3, 2025, this Court enjoined Defendants U.S. Department of Housing and Urban
7 Development (“HUD”) and U.S. Department of Transportation (“DOT”) from imposing
8 unlawful funding conditions on an estimated \$4 billion in HUD Continuum of Care Program
9 (“CoC”) and DOT grants that had been awarded to the then Plaintiffs—at the time 31 local
10 governments and agencies—to support vital programs across the country, including
11 homelessness prevention and transportation infrastructure. This Court determined that those
12 Plaintiffs are likely to succeed on the merits of their claims that Defendants’ actions violated the
13 Administrative Procedure Act (“APA”), 5 U.S.C. § 551 *et seq.*, as contrary to the constitution
14 and in excess of statutory authority, and arbitrary and capricious.

15 On July 10, 2025, Plaintiffs filed an amended complaint in which they added
16 approximately 30 additional local governments and agencies as plaintiffs and the U.S.
17 Department of Health and Human Services (“HHS”) as a defendant. Currently before the Court is
18 Plaintiffs’ Third Motion for Preliminary Injunction. Dkt. No. 186. Plaintiffs allege that not only is
19 HUD attempting to impose the same unlawful funding conditions that this Court previously
20 enjoined on CoC grants awarded to some of the newly added Plaintiffs, but it is attempting to
21 impose the funding conditions on all HUD grants, regardless of whether they are CoC grants.
22 Plaintiffs further claim that DOT is also attempting to impose the same previously enjoined

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1 funding conditions on grants awarded to some of the newly added Plaintiffs. Lastly, Plaintiffs
2 allege that HHS has begun imposing substantially similar unlawful funding conditions on its
3 grants. Plaintiffs assert that Defendants' actions threaten more than \$12 billion in funding that is
4 needed to support essential and life-sustaining programs in their communities and seek a
5 preliminary injunction extending the relief that this Court previously granted in June 2025 to the
6 newly added Plaintiffs that have CoC and/or DOT grants, barring HHS from applying the
7 unlawful funding conditions on its grants, and barring HUD from doing the same as to all of its
8 grant programs.

9 Having reviewed the briefs and exhibits filed in support of and in opposition to the motion, the
10 record of the case, and the relevant legal authority, the Court will grant the motion. The reasoning for
11 the Court's decision follows.

12 **II. PROCEDURAL HISTORY**

13 This case started on May 2, 2025 when Martin Luther King, Jr. County ("King County"),
14 Pierce County, Snohomish County, City and County of San Francisco ("San Francisco"), Santa
15 Clara County, Boston, Columbus, and New York City (collectively, "the Original Plaintiffs")
16 sued HUD, DOT, and the Federal Transit Administration ("FTA"), as well as the agencies' heads
17 in their official capacities, challenging the imposition of new funding conditions on grants that the
18 Original Plaintiffs had been conditionally awarded for fiscal year 2024.¹ Dkt. 1. Seven of the
19 Original Plaintiffs (excluding Columbus) then moved for a temporary restraining order ("TRO")
20 on May 5, 2025. The Court held a hearing and granted their motion two days later. Dkt. Nos. 5,

21
22 ¹The original Defendants were HUD, DOT, Scott Turner in his official capacity as Secretary of HUD, Sean Duffy in
his official capacity as Secretary of DOT, FTA, and Matthew Welbes as the acting Director of FTA. Dkt. No. 1 at ¶¶
16-21.

51–52. At the conclusion of the TRO hearing, the Original Plaintiffs stated their intent to move for a preliminary injunction on the same issues subject to the TRO, which was set to expire fourteen days later. Dkt. No. 53. The Court ordered briefing and on May 21, 2025, held a hearing on the motion for a preliminary injunction. *Id.*; Dkt. No. 73. At the conclusion of that hearing, the Court determined that good cause existed to extend the TRO by another fourteen days, to June 4, 2025, and stated that it would issue a written decision on the motion for preliminary injunction by that date. Dkt. No. 73.

Later that day the Original Plaintiffs filed an amended complaint adding 23 local governments and agencies as Plaintiffs, as well as the Federal Highway Administration (“FHWA”), the Federal Aviation Administration (“FAA”), the Federal Railroad Administration (“FRA”), and the component heads in their official capacities, as Defendants.² Dkt. No. 71. The 23 newly added Plaintiffs brought the same claims and challenged the same funding conditions as the Original Plaintiffs. Dkt. 71. They also sought a TRO and preliminary injunction, which the Court granted. Dkt. Nos. 72, 152. Defendants appealed the preliminary injunction order to the U.S. Court of Appeals for the Ninth Circuit, where the appeal remains pending.³ Dkt. No. 173.

² The 23 newly added Plaintiffs were the City and County of Denver, Colorado (“Denver”), the Metropolitan government of Nashville and Davidson County, Tennessee (“Nashville”), Pima County, Arizona (“Pima County”), County of Sonoma, California (“Sonoma”), City of Bend, Oregon (“Bend”), City of Cambridge, Massachusetts (“Cambridge”), City of Chicago, Illinois (“Chicago”), City of Culver City, California, (“Culver City”), City of Minneapolis, Minnesota (“Minneapolis”), City of Pittsburgh, Pennsylvania (“Pittsburgh”), City of Portland, Oregon (“Portland”), City of San Jose, California (“San Jose”), City of Santa Monica, California (“Santa Monica”), City of Pasadena, California (“Pasadena”), City of Tucson, Arizona (“Tucson”), City of Wilsonville, Oregon (“Wilsonville”), Central Puget Sound Regional Transit Authority located in King, Pierce, and Snohomish Counties, Washington (“CPSRTA”), Intercity Transit located in Thurston County, Washington (“Intercity Transit”), Port of Seattle, Washington (“Port of Seattle”), King County Regional Homelessness Authority located in King County, Washington (“King County RHA”), Santa Monica Housing Authority, California (“Santa Monica HA”), San Francisco County Transportation Authority, located in the City and County of San Francisco, California (“SFCTA”), and Treasure Island Mobility Management Agency located in Treasure Island and Yerba Buena Island, California (“TIMMA”). Dkt. No. 71 at ¶¶ 8-38. The newly added Defendants were FHWA, Gloria M. Shepard as the acting Director of FHWA, FAA, Chris Rocheleau as acting Administrator of FAA, FRA, and Drew Feeley as acting Administrator of FRA. *Id.* at ¶¶ 39-50.

³ In moving for leave to file the second amended complaint, Plaintiffs asserted that the “claims in the [second amended complaint] challenging new grant conditions are indistinguishable on the facts and law [from] the existing

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On July 10, 2025, Plaintiffs filed a second amended complaint adding another 29 local governments and agencies as plaintiffs.⁴ Dkt. No. 184. Plaintiffs continue to challenge the HUD and DOT funding conditions as before, but now have added HUD grants outside the CoC program, and have brought new claims against HHS and its agencies, including the Administration for Children and Families (“ACF”), Health Resources and Services Administration (“HRSA”), National Institutes of Health (“NIH”), Substance Abuse and Mental Health Services Administration (“SAMHSA”), and the Centers for Disease Control and Prevention (“CDC”). As before, Plaintiffs seek a preliminary injunction enjoining the imposition of the new funding conditions on their federal grants.

The new Plaintiffs challenging the imposition of the new funding conditions on HUD CoC grants are Alameda County, Albuquerque, Baltimore, Columbus, Dane County, Hennepin

claims.” Dkt. No. 181 at 4. Defendants did not oppose the motion. While the Ninth Circuit has not ruled directly on the issue of whether a district court retains jurisdiction to allow amendment of pleadings pending appeal of a preliminary injunction, district courts within this circuit have recognized that pending interlocutory appeal they retain jurisdiction over matters that would not change the issues before the appellate court. *See e.g. Center for Food Safety v. Vilsack*, 2011 WL 672802 at *2 (N.D. Cal. 2011). In light of this, the Court concluded that it retained jurisdiction to allow the requested amendment because a significant portion of the second amended complaint simply adds new Plaintiffs challenging Defendants’ imposition of the previously enjoined unlawful funding conditions on CoC HUD and DOT grants. And while the second amended complaint does also challenge Defendants’ imposition of funding conditions on non-COC HUD and HHS grants, the challenged conditions are either identical or substantially similar to the previously imposed conditions, and the claims implicate identical legal issues. In addition, several of the newly added Plaintiffs face a fast-approaching deadline of August 16, 2025 to submit consolidated/action plans to HUD or forfeit the formula grant funding. Dkt. No. 186 at 1; Dkt. No. 184 at ¶ 623. Nevertheless, if it is determined that this Court lacked jurisdiction because an appeal is pending, then this Court issues this order as an indicative ruling pursuant to Fed. Rule of Civ. P. 62.1(3).

⁴ The 29 newly added Plaintiffs are County of Alameda (“Alameda County”), City of Albuquerque (“Albuquerque”), Mayor and City Council of Baltimore (“Baltimore”), City of Bellevue (“Bellevue”), City of Bellingham (“Bellingham”), City of Bremerton (“Bremerton”), County of Dane (“Dane County”), City of Eugene (“Eugene”), City of Healdsburg (“Healdsburg”), County of Hennepin (“Hennepin County”), Kitsap County, City of Los Angeles (“Los Angeles”), City of Milwaukee (“Milwaukee”), Milwaukee County, Multnomah County, City of Oakland (“Oakland”), City of Pacifica (“Pacifica”), City of Petaluma (“Petaluma”), Ramsey County, City of Rochester (“Rochester”), City of Rohnert Park (“Rohnert Park”), City of San Diego (“San Diego”), County of San Mateo (“San Mateo County”), City of Santa Rosa (“Santa Rosa”), City of Watsonville (“Watsonville”), Culver City Housing Authority (“CCHA”), Puget Sound Regional Council (“PSRC”), Sonoma County Transportation Authority (“SCTA”), and Sonoma County Community Development Commission (SCCDC”). Dkt. No. 184 at ¶¶ 136-253.

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1 County, Milwaukee, Multnomah County, Oakland, Petaluma, Ramsey County, San Mateo
2 County, and Sonoma County (collectively, “the New CoC Plaintiffs”).

3 The new Plaintiffs challenging the imposition of the new funding conditions on DOT
4 grants are Alameda County, Albuquerque, Baltimore, Bellevue, Bellingham, Bremerton,
5 Cambridge, Dane County, Eugene, Healdsburg, Hennepin County, Kitsap County, Los Angeles,
6 Milwaukee, Milwaukee County, Multnomah County, Oakland, Pacifica, Pasadena, Petaluma,
7 PSRC, Ramsey County, Rochester, Rohnert Park, San Diego, San Mateo County, Santa Rosa,
8 SCTA, and Watsonville (collectively, “the New DOT Plaintiffs”).

9 The Plaintiffs challenging the new funding conditions on non-CoC HUD grants are King
10 County, Pierce County, Snohomish County, Boston, Columbus, San Francisco, Santa Clara,
11 NYC, Bend Cambridge, Chicago, Culver City, Minneapolis, Nashville, Pasadena, Pima County,
12 Pittsburgh, Portland, San Jose, Santa Monica, Tucson, King County RHA, Santa Monica HA,
13 Alameda County, Albuquerque, Baltimore, Bellevue, Bellingham, Bremerton, Dane County,
14 Eugene, Hennepin County, Kitsap County, Los Angeles, Milwaukee, Multnomah County,
15 Oakland, Petaluma, Ramsey County, Rochester, San Diego, San Mateo County, Santa Rosa,
16 Sonoma County, Watsonville, CCHA, and SCCDC (collectively, “the Non-CoC HUD
17 Plaintiffs”).

18 Lastly, the Plaintiffs challenging the HHS grants are Alameda County, Baltimore,
19 Boston, Cambridge, Chicago, Columbus, Dane County, Denver, Eugene, Hennepin County,
20 King County, Milwaukee, Minneapolis, Multnomah County, NYC, Oakland, Pacifica, Pierce
21
22

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County, Pima County, Ramsey County, Rochester, San Francisco, Santa Clara, San Mateo County, Snohomish County, and Wilsonville (collectively, “the HHS Plaintiffs”).⁵

III. FACTUAL BACKGROUND⁶

As stated above, initially this lawsuit concerned the allocation of congressionally appropriated federal funds through HUD and DOT grant programs, and several DOT operating administrations. Originally the lawsuit concerned only HUD grants through its CoC program, but with the second amended complaint, while Plaintiffs still challenge the funding conditions on the CoC grants (as well as DOT grants), they now object to funding conditions that HUD seeks to impose on all of its grants. In addition, the lawsuit has expanded to include grants administered by HHS and several of its operating administrations, including ACF, HRSA, NIH, SAMHSA, and the CDC.

A. HUD CoC and DOT Grants

HUD administers the CoC program with funds appropriated by Congress through the McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11301(b)(2)–(3). The CoC program is designed to assist individuals and families experiencing homelessness by providing services to help such individuals move into transitional and permanent housing, with the goal of long-term stability. Congress established DOT in 1966 “to assure the coordinated, effective administration of the transportation programs of the Federal Government” and has established by statute a wide variety of grant programs that provide federal funds to state and local governments for public transit services. *See* Department of Transportation Act, Pub. L. No. 89-670, 80 Stat. 931 (1966).

⁵ Note, several Plaintiffs fall into more than one Plaintiff group.

⁶ This Court assumes familiarity with the detailed fact section set forth in its June 3, 2025 order granting Plaintiffs’ motions for a preliminary injunction. Dkt. No. 169.

1. The Funding Conditions on HUD CoC and DOT Grants

In the first two motions for a preliminary injunction, Plaintiffs charged HUD and DOT with imposing funding conditions that are not authorized by statute on HUD CoC and DOT grants and are therefore unlawful. Plaintiffs argued that the new funding conditions sought to coerce grant recipients dependent on federal funding into implementing the Trump Administration's policy agenda. Specifically, Plaintiffs objected to the following six conditions with respect to the CoC grants:

- A. The recipient "shall not use grant funds to promote 'gender ideology,' as defined in E.O. 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government";
- B. The recipient "agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of [the False Claims Act, 31 U.S.C. § 3729(b)(4)]";
- C. The recipient "certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964";
- D. The recipient "shall not use any Grant Funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment";
- E. "No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or abets policies that seek to shield illegal aliens from deportation"; and
- F. "Subject to the exceptions provided by [the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWORA")], the recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States."

1 Dkt. No. 11 (“McSpadden Decl.”), Ex. A at 3. And Plaintiffs objected to the following three
2 conditions with respect to the DOT grants:

- 3 A. “Pursuant to section (3)(b)(iv)(A), Executive Order 14173, Ending Illegal
4 Discrimination and Restoring Merit-Based Opportunity, the Recipient
5 agrees that its compliance in all respects with all applicable Federal anti-
6 discrimination laws is material to the government’s payment decisions for
7 purposes of [the False Claims Act, 31 U.S.C. § 3729(b)(4)]”;
- 8 B. “Pursuant to section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal
9 Discrimination and Restoring Merit-Based Opportunity, by entering into
10 this Agreement, Recipient certifies that it does not operate any programs
11 promoting diversity, equity, and inclusion (DEI) initiatives that violate any
12 applicable Federal anti-discrimination laws”; and
- 13 C. “[T]he Recipient will cooperate with Federal officials in the enforcement of
14 Federal law, including cooperating with and not impeding U.S. Immigration
15 and Customs Enforcement (ICE) and other Federal offices and components
16 of the Department of Homeland Security in the enforcement of Federal
17 immigration law.”

18 Dkt. No. 71 at ¶¶ 164, 172. In addition, the new funding conditions also required recipients to
19 comply with all executive orders. McSpadden Decl., Ex. A at 1, ¶ 5; Dkt. No. 71 at ¶¶ 168, 170.

20 Plaintiffs challenged Defendants’ imposition of the foregoing conditions on the grants,
21 arguing that the conditions are unconstitutional, violate the APA, and exceed statutory authority.
22 They further argued that they would be irreparably harmed if the conditions were imposed on the
23 grants and sought injunctive relief from this Court.

24 2. This Court Grants Injunctive Relief to Plaintiffs

25 This Court determined that Plaintiffs were entitled to a preliminary injunction because
they satisfied the *Winter* factors. Dkt. No. 169 at 30 (citing *Winter v. Nat. Res. Def. Council, Inc.*,
555 U.S. 7, 22 (2008)). Plaintiffs established that they are likely to succeed on the merits of their
APA claim because Defendants’ actions are contrary to the constitution, in excess of statutory

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1 authority, and arbitrary and capricious. *Id.* at 30-38. Plaintiffs also demonstrated that they were
 2 likely to suffer irreparable harm in the absence of preliminary injunctive relief and that the
 3 balance of equities weighed in favor of Plaintiffs. *Id.* at 39-45. Therefore, among other relief, the
 4 Court enjoined Defendants from:

5 (1) imposing or enforcing the new funding conditions, as defined in Plaintiffs'
 6 motions for preliminary injunction, or any materially similar terms or conditions
 with respect to any HUD CoC or DOT funds awarded to Plaintiffs;

7 (2) with respect to Plaintiffs, rescinding, withholding, cancelling, or otherwise not
 8 processing any HUD CoC and/or DOT Agreements, or pausing, freezing,
 9 impeding, blocking, cancelling, terminating, delaying, withholding, or conditioning
 HUD CoC and/or DOT funds, based on such terms or conditions, including without
 10 limitation failing or refusing to process and otherwise implement grants signed with
 changes or other objection to conditions enjoined by this preliminary injunction;

11 (3) requiring Plaintiffs to make any "certification" or other representation related
 to compliance with such terms or conditions; or

12 (4) refusing to issue, process, or sign HUD CoC and/or DOT Agreements based on
 13 Plaintiffs' participation in this lawsuit.

14 *Id.* at 46-48.

15 3. New HUD CoC and DOT Plaintiffs

16 Plaintiffs allege that despite this Court enjoining Defendants from imposing the unlawful
 17 funding conditions on the Original Plaintiffs' HUD CoC grants, Defendants are attempting to
 18 impose the conditions on CoC grants awarded to Alameda County, Albuquerque, Baltimore,
 19 Dane County, Hennepin County, Milwaukee, Multnomah County, Oakland, Petaluma, Ramsey
 20 County, San Mateo County, and Sonoma County—the New CoC Plaintiffs. Dkt. No. 184 at ¶¶
 21 292-293. According to Plaintiffs, the CoC grants will allow the New CoC Plaintiffs "to continue
 22 homelessness assistance programs, ensuring [their] ability to serve their residents so they [will]
 23 not experience a sudden drop off in the availability of housing services, permanent and

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1 transitional housing, and other assistance.” *Id.* at ¶ 300. Plaintiffs further allege that in reliance
2 on the awards, many of the New CoC Plaintiffs “already notified service providers of
3 forthcoming funding and/or contracted with service providers for homelessness assistance
4 services.” *Id.* at ¶ 301.

5 In addition, Plaintiffs allege that Defendants also continue to impose the funding
6 conditions on DOT grants awarded to Alameda County, Albuquerque, Baltimore, Bellevue,
7 Bellingham, Bremerton, Cambridge, Dane County, Eugene, Healdsburg, Hennepin County,
8 Kitsap County, Los Angeles, Milwaukee, Milwaukee County, Multnomah County, Oakland,
9 Pacifica, Pasadena, Petaluma, PSRC, Ramsey County, Rochester, Rohnert Park, San Diego, San
10 Mateo County, Santa Rosa, SCTA, and Watsonville—the New DOT Plaintiffs. According to
11 Plaintiffs, each of the New DOT Plaintiffs “previously received, currently receive, or are
12 otherwise eligible to receive DOT grants, directly and/or on a pass-through basis. *Id.* at ¶ 391.
13 Plaintiffs further allege that each of the New DOT Plaintiffs rely on the DOT grants to undertake
14 transportation-related projects for the benefit of their communities.

15 Plaintiffs claim that “[t]he grant conditions that Defendants seek to impose leave [the
16 New CoC and DOT] Plaintiffs with the Hobson’s choice of accepting illegal conditions that are
17 without authority, contrary to the Constitution, and accompanied by the poison pill of heightened
18 risk of FCA claims or forgoing the benefit of grant funds—paid for (at least partially) through
19 local federal taxes—that are necessary for crucial local services.” *Id.* at ¶ 623. Finally, Plaintiffs
20 assert that loss of these grant funds would result in loss of billions of dollars in funding for
21 critical services and projects for the New CoC and DOT Plaintiffs, destabilizing their
22

1 communities. *Id.* at ¶¶ 625-627. Plaintiffs request that this Court extend its injunction against
2 Defendants to the New CoC and DOT Plaintiffs' grants.

3 **B. Non-CoC HUD Grants**

4 Plaintiffs allege that in addition to CoC grants, many of them receive or are otherwise
5 eligible to receive non-CoC HUD grants—the Non-CoC HUD Plaintiffs. These grants include
6 congressionally appropriated funding for homelessness assistance, affordable housing,
7 community development programs, and other services that benefit the Non-CoC HUD Plaintiffs'
8 communities, including the Community Development Block Grant (“CDBG”) program, 42
9 U.S.C. §§ 5303–06; the Emergency Solutions Grant (“ESG”) program, which funds emergency
10 shelters and homelessness services, *id.* §§ 11371–78; the Home Investment Partnerships
11 (“HOME”) program, which supports affordable housing, *id.* §§ 12741–56; and the Housing
12 Opportunities for Persons with AIDS (“HOPWA”) program, *id.* §§ 12901–12. Dkt. No. 184 at ¶¶
13 302-358.

14 Plaintiffs allege, and Defendants do not dispute, that HUD seeks to impose on *all* HUD
15 grants substantially similar funding conditions to those that this Court previously enjoined. As
16 evidence of this, Plaintiffs point to the fact that in April 2025, HUD amended its General
17 Administrative, National, and Departmental Policy Requirements and Terms (the “HUD Policy
18 Terms”) that sets forth the “various laws and policies that may apply to recipients of” HUD grant
19 awards. Dkt. No. 184 at ¶ 516. The amended HUD Policy Terms list President Trump’s
20 executive orders among the “laws and policies that may apply” to HUD grants as well as
21 language materially the same as the previously enjoined funding conditions. *Id.* at ¶ 520.

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1 In addition, Plaintiffs note that in May 2025, HUD amended its standard Applicant and
2 Recipient Assurances and Certifications (“the HUD Certifications”) to require applicants to
3 certify that they “[w]ill not use Federal funding to promote diversity, equity, and inclusion (DEI)
4 mandates, policies, programs, or activities that violate any applicable Federal antidiscrimination
5 laws.” Dkt. No. 271, Amaral Decl., Ex. B; Dkt. No. 184 at ¶ 522. Local governments and
6 agencies must submit the HUD Certifications with certain consolidated plans and/or action plans
7 annually as a condition to receiving CDBG, ESG, HOME, and HOPWA formula funding.

8 Lastly, on June 5, 2025, HUD’s Office of Community Planning and Development
9 (“CPD”), which administers the CoC, CDBG, ESG, HOME, and HOPWA programs, issued a
10 letter announcing HUD’s decision to impose on all CPD formula grants funding conditions
11 substantially similar to the previously enjoined funding conditions. Dkt. No. 184 at ¶¶ 524-525.
12 These funding conditions include requiring recipients to certify that they: (1) “shall not use grant
13 funds to promote ‘gender ideology,’” (2) will not “use any grant funds to fund or promote
14 elective abortions,” (3) will “use SAVE, or an equivalent verification system approved by the
15 Federal government, to prevent any Federal public benefit from being provided to an ineligible
16 alien who entered the United States illegally or is otherwise unlawfully present in the United
17 States,” and (4) agree that they will not use funding to “subsidiz[e] or promot[e] ... illegal
18 immigration or [to] seek to shield illegal aliens from deportation.” *Id.* at ¶¶ 527-533.

19 Plaintiffs claim that HUD has already notified at least three Non-CoC HUD Plaintiffs that
20 their consolidated/action plans violate the newly imposed funding conditions. For instance, HUD
21 threatened to disapprove Petaluma’s 2025 Consolidated Action Plan for CDBG funds because it
22 allegedly violated the DEI, gender ideology, and immigration funding conditions by including

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1 references to “equity,” “environmental justice,” “transgender or gender non-conforming,” and
2 “undocumented individuals.” Dkt. No. 244, Cochran Decl., Ex. B. Bellevue and King County
3 received similar notices. Dkt. No. 195, Esparza Decl., Ex. A; Dkt. No. 222, Third Supp. Marshall
4 Decl., Ex. B. HUD gave Petaluma, Bellevue, and King County less than 48 hours to remedy the
5 purported violations by scrubbing their plans of the offending language. *Id.*; Cochran Decl. at ¶
6 12. King County’s plan was subsequently disapproved. Dkt. No. 223, Holcomb Decl., Ex. A.

7 Plaintiffs further allege that the Non-CoC HUD Plaintiffs face immediate and irreparable
8 harm from imposition of the funding conditions. Several Non-CoC HUD Plaintiffs face a
9 deadline of Saturday, August 16, 2025 to submit consolidated/action plans to HUD or forfeit the
10 formula grant funding. Dkt. No. 186 at 1; Dkt. No. 184 at ¶ 623. Plaintiffs assert that loss of this
11 funding would disrupt the lives of the Non-CoC HUD Plaintiffs’ most vulnerable residents,
12 likely leading to evictions and increased homelessness and further straining local resources.
13 According to Plaintiffs, even a temporary loss of funding would set back efforts to create and
14 preserve affordable housing, ameliorate homelessness, and house low-income individuals living
15 with HIV/AIDS. Dkt. No. 184 at ¶ 625. Plaintiffs request that this Court enjoin Defendants from
16 imposing the new funding conditions on the Non-CoC HUD Plaintiffs’ grants.

17 C. HHS Grants

18 HHS administers both competitive grant programs and formula and block grant programs
19 that provide funds to local governments to enhance the health and well-being of their
20 communities. In administering grant programs, HHS often acts through its operating divisions
21 and agencies. For instance, ACF administers discretionary and formula grants to support
22 programs that serve children and families. HRSA awards a variety of competitive and formula

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1 grants including Primary Care/Health Centers, Health Workforce Training, HIV/AIDS, Organ
2 Donation, Maternal and Child Health, Rural Health, the Health Center Program, and the Ryan
3 White HIV/AIDS program. SAMHSA administers both competitive, discretionary grant
4 programs and noncompetitive formula grant programs to fund substance use and mental health
5 services to advance the behavioral health and improve the lives of those living with mental and
6 substance use disorders. The CDC provides funding to support public health systems and
7 activities by local and state governments. It supports programs such as HIV/AIDS, Viral
8 Hepatitis, STI, and TB Prevention; Chronic Disease Prevention and Health Promotion; Public
9 Health Preparedness and Response; and Injury Prevention and Control.

10 Congress annually appropriates funding for these HHS grant programs, setting forth
11 priorities and directives to the Secretary of HHS with respect to the funding. Examples of such
12 appropriation legislation are: Consolidated Appropriations Act, 2021, Pub. L. 116-260, 134 Stat.
13 1523–28, 1567–98; Consolidated Appropriations Act, 2022, Pub. L. 117-103, 136 Stat. 397–
14 402, 441–74; Consolidated Appropriations Act, 2023, Pub. L. 117-328, 136 Stat. 4808–13,
15 4854–87; Consolidated Appropriations Act, 2024, Pub. L. 118-42, 138 Stat. 272–77, 397–419.

16 Plaintiffs allege that the HHS Plaintiffs have received, currently receive, or are otherwise
17 eligible to receive federal grants administered by ACF, HRSA, SAMHSA, and CDC, among
18 others. Collectively, HHS Plaintiffs rely on over \$2 billion in appropriated federal funds from
19 HHS grant programs which support essential health programs and services in the HHS Plaintiffs'
20 communities, such as child welfare assistance, adoption and foster care services, and healthcare
21 for low-income individuals and those living with HIV/AIDS. Dkt. No. 184 at ¶¶ 475.

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1 Plaintiffs claim that like HUD and DOT, HHS has begun attaching unlawful funding
 2 conditions to HHS grants that are substantially similar to those that this Court previously
 3 enjoined, including by updating HHS's Grants Policy Statement in April 2025 ("the 2025 HHS
 4 GPS") to provide:

5 [R]ecipients must comply with all applicable Federal anti-discrimination laws
 6 material to the government's payment decisions for purposes of 31 U.S.C. §
 372(b)(4).

7 (1) Definitions. As used in this clause –

8 (a) DEI means "diversity, equity, and inclusion."

(b) DEIA means "diversity, equity, inclusion, and accessibility."

9 (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of
 10 Executive Order 14190 of January 29, 2025.

11

12 By accepting the grant award, recipients are certifying that . . . [t]hey do not, and
 13 will not during the term of this financial assistance award, operate any programs
 14 that advance or promote DEI, DEIA, or discriminatory equity ideology in violation
 15 of Federal anti-discrimination laws.

16 Dkt. No. 184 at ¶ 606.⁷

17 Plaintiffs further alleged that in addition to these agency-wide changes, several HHS
 18 operating divisions and agencies have issued their own general terms and conditions
 19 incorporating the 2025 HHS GPS. For instance, ACF updated its Standard Terms and Conditions
 20 that apply to both discretionary and non-discretionary awards, to add a certification that states:

21 ⁷ On July 24, 2025, after Plaintiffs filed the instant motion, HHS updated the 2025 HHS GPS, removing express
 22 references to DEI but stating: "By applying for or accepting federal funds from HHS, recipients certify compliance
 23 with all federal antidiscrimination laws and these requirements and that complying with those laws is a material
 24 condition of receiving federal funding streams." 2025 HHS GPS at 18, <https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-july-2025.pdf>. Thus, the foregoing certification is required even to just "apply[]" for federal
 25 funds from HHS. The 2025 HHS GPS also states that "[r]ecipients are responsible for ensuring subrecipients,
 contractors, and partners also comply." *Id.*

1 *For new awards made on or after May 8, 2025, the following is effective*
2 *immediately:*

3 Recipients must comply with all applicable Federal anti-discrimination laws
4 material to the government's payment decisions for purposes of [the FCA].

5 (1) Definitions. As used in this clause –

6 (a) DEI means “diversity, equity, and inclusion.”

7 (b) DEIA means “diversity, equity, inclusion, and
8 accessibility.”

9 (c) Discriminatory equity ideology has the meaning
10 set forth in Section 2(b) of Executive Order 14190 of
11 January 29, 2025.

12 (e) Federal anti-discrimination laws means Federal
13 civil rights law that protect individual Americans
14 from discrimination on the basis of race, color, sex,
15 religion, and national origin.

16 (2) Grant award certification.

17 (a) By accepting the grant award, recipients are
18 certifying that:

19 (i) They do not, and will not during the term of this
20 financial assistance award, operate any programs that
21 advance or promote the following in violation of
22 Federal anti-discrimination laws: DEI, DEIA, or
23 discriminatory equity ideology.

24 *Id.* at ¶ 609.⁸

25 Likewise, HRSA issued updated general terms and conditions applicable to all active
awards. The revised HRSA terms and conditions incorporate the 2025 HHS GPS and also
contain the following new provision:

⁸ On July 29, 2025, ACF updated its Standard Terms and Conditions again to remove express references to DEI.

1 By accepting this award, including the obligation, expenditure, or drawdown of
2 award funds, recipients, whose programs, are covered by Title IX certify as follows:

- 3 • Recipient is compliant with Title IX of the Education Amendments of 1972, as
4 amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in
5 Presidential Executive Order 14168 titled Defending Women From Gender
6 Ideology Extremism and Restoring Biological Truth to the Federal
7 Government, and Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d
8 et seq., and Recipient will remain compliant for the duration of the Agreement.
9 • The above requirements are conditions of payment that go to the essence of the
10 Agreement and are therefore material terms of the Agreement.
11 • Payments under the Agreement are predicated on compliance with the above
12 requirements, and therefore Recipient is not eligible for funding under the
13 Agreement or to retain any funding under the Agreement absent compliance
14 with the above requirements.
15 • Recipient acknowledges that this certification reflects a change in the
16 government's position regarding the materiality of the foregoing requirements
17 and therefore any prior payment of similar claims does not reflect the
18 materiality of the foregoing requirements to this Agreement.
19 • Recipient acknowledges that a knowing false statement relating to Recipient's
20 compliance with the above requirements and/or eligibility for the Agreement
21 may subject Recipient to liability under the False Claims Act, 31 U.S.C. § 3729,
22 and/or criminal liability, including under 18 U.S.C. §§ 287 and 1001.

23 Dkt. No. 184 at ¶ 611. Plaintiffs allege that SAMHSA and the CDC have also updated their
24 terms to contain funding conditions that require recipients not to promote gender ideology. *Id.* at
25 ¶¶ 607-08.

Plaintiffs argue that foregoing funding conditions are unconstitutional, violate the APA,
exceed statutory authority, and are President Trump's attempt to coerce grant recipients that rely
on federal funds into implementing his political agenda. According to Plaintiffs, withholding
"HHS grants from the HHS Plaintiffs would threaten or eliminate critical individual and public
health services for millions of residents. Loss of funding could decimate public health budgets

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1 and cause residents, including those most vulnerable, to lose access to meals, medical care,
2 housing and lifesaving social safety net services. Loss of funding could also devastate local
3 public health and child welfare agencies, who may be forced to conduct significant layoffs and
4 operational reductions.” *Id.* at ¶ 628. Therefore, Plaintiffs request that this Court enjoin HHS
5 and/or its operating agencies from imposing the new funding conditions on the HHS Plaintiffs’
6 grants.

7 IV. DISCUSSION

8 A. Legal Standard

9 A preliminary injunction is a matter of equitable discretion and is “an extraordinary
10 remedy that may only be awarded upon a clear showing that the plaintiff is entitled to such
11 relief.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 22 (2008). “A plaintiff seeking
12 preliminary injunctive relief must establish that [it] is likely to succeed on the merits, that [it] is
13 likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities
14 tips in [its] favor, and that an injunction is in the public interest.” *Id.* at 20. Alternatively, an
15 injunction may issue where “the likelihood of success is such that serious questions going to the
16 merits were raised and the balance of hardships tips sharply in [the plaintiff’s] favor,” provided
17 that the plaintiff can also demonstrate the other two *Winter* factors. *All. for the Wild Rockies v.*
18 *Cottrell*, 632 F.3d 1127, 1131–32 (9th Cir. 2011) (citation and internal quotation marks omitted).
19 Under either standard, Plaintiffs bear the burden of making a clear showing that they are entitled
20 to this extraordinary remedy. *Earth Island Inst. v. Carlton*, 626 F.3d 462, 469 (9th Cir. 2010). The
21 most important *Winter* factor is likelihood of success on the merits. *See Disney Enters., Inc. v.*
22 *VidAngel, Inc.*, 869 F.3d 848, 856 (9th Cir. 2017).

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B. Plaintiffs' Claims Are Reviewable under the APA

As they did when they opposed Plaintiffs' first two motions for a preliminary injunction, Defendants argue that Plaintiffs' claims are not reviewable by this Court because the actions at issue are committed to the agencies' discretion. While "the APA establishes a basic presumption of judicial review for one suffering legal wrong because of agency action, that presumption can be rebutted by a showing that . . . the agency action is committed to agency discretion by law." *Dep't of Homeland Sec. v. Regents of the Univ. of California*, 140 S. Ct. 1891, 1905 (2020) (cleaned up); 5 U.S.C. § 701(a)(2). Where that is the case, courts have no authority to review or set aside the agency's action.

However, as this Court previously concluded, this exception to the "basic presumption of judicial review" does not apply in this case. Agency action is committed to agency discretion only in those "rare instances where statutes are drawn in such broad terms that in a given case there is no law to apply, thereby leaving the court with no meaningful standard against which to judge the agency's exercise of discretion." *ASSE Int'l, Inc. v. Kerry*, 803 F.3d 1059, 1068 (9th Cir. 2015); *Texas v. United States*, 809 F.3d 134, 168 (5th Cir. 2015), as revised (Nov. 25, 2015). Once again, Defendants have failed to demonstrate that the contested conditions fall within "[t]his limited category of unreviewable actions." *Regents*, 140 S. Ct. at 1905 (citing *Weyerhaeuser Co. v. United States Fish and Wildlife Serv.*, 139 S. Ct. 361, 370 (2018)). As before, Defendants rely on *Lincoln v. Vigil*, 508 U.S. 182 (1993) for the principle that an agency's decision to cancel a program is unreviewable because how to allocate funds "'from a lump-sum appropriation' is an 'administrative decision traditionally regarded as committed to agency discretion.'" Dkt. No. 334 at 11 (citing 508 U.S. at 192). This Court previously concluded that the agency action in *Lincoln*

1 differed materially from the actions at issue in this case, namely that the funds at issue in this case
2 are not appropriate in undifferentiated “lump sums” as they were in *Lincoln*. Dkt. No. 169 at 28.
3 Rather, the grants at issue here “abound with specific directives” that provide substantial guidance
4 as to how the agencies’ discretion should be exercised in implementing these programs. *Id.* at 28-
5 29. Defendants ignore entirely this Court’s previous conclusion, and the Court once again
6 concludes that Plaintiffs’ claims do not involve the “narrow category” of agency actions that are
7 unreviewable under the APA.

8 **C. Plaintiffs Are Likely to Succeed on the Merits of Their APA Claims**

9 The Court has already determined that Defendants’ attempt to impose the challenged
10 funding conditions on the CoC and DOT grants violated the APA. *See generally* Dkt. No. 169.
11 Defendants present no argument as to why this conclusion should not apply equally to the New
12 CoC and DOT Plaintiffs; thus, the Court concludes that the New CoC and DOT Plaintiffs are also
13 likely to succeed on the merits of their APA claim and focuses the remainder of its analysis on the
14 Defendants’ actions with respect to the non-CoC HUD and HHS grants.

15 The APA broadly “sets forth the procedures by which federal agencies are accountable to
16 the public and their actions subject to review by the courts.” *Regents*, 140 S. Ct. at 1905 (quoting
17 *Franklin v. Massachusetts*, 505 U.S. 788, 796 (1992)). Under the APA, agencies must “engage in
18 reasoned decisionmaking,” and courts are empowered to “hold unlawful and set aside agency
19 action . . . found to be (A) arbitrary, capricious, an abuse of discretion, or otherwise not in
20 accordance with law; (B) contrary to constitutional right; [or] (C) in excess of statutory
21 jurisdiction, authority, or limitations, or short of statutory right.” 5 U.S.C. § 706(2). As stated
22 above, Plaintiffs challenge Defendants’ actions as “contrary to constitutional right” and “in excess

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of statutory authority,” and as arbitrary and capricious. *See* Dkt. No. 184, Counts 5, 6, and 7, ¶¶ 670-703.

1. Defendants’ Actions Violate the APA as Contrary to the Constitution and in Excess of Statutory Authority (Counts 6 & 7)

(a) Separation of Powers Doctrine

Under the APA, a court may set aside an agency action that is “contrary to constitutional right, power, privilege, or immunity” or “in excess of statutory jurisdiction, authority, or limitations, or short of statutory right.” 5 U.S.C. § 706(2)(B), (C). Plaintiffs challenge Defendants’ conditions as both contrary to the Constitution’s Separation of Powers doctrine and in excess of any authority conferred by Congress. Dkt. No. 184 at ¶¶ 690-703. As with this Court’s prior order enjoining Defendants’ actions, because the Separation of Powers doctrine and the APA’s “in excess of statutory authority” standard both turn on the same essential question—whether the agency acted within the bounds of its authority, either as conferred by the Constitution or delegated by Congress—the Court addresses the claims in a single analysis.

The Separation of Powers doctrine recognizes that the “United States Constitution exclusively grants the power of the purse to Congress, not the President.” *City & Cnty. of San Francisco v. Trump*, 897 F.3d 1225, 1231 (9th Cir. 2018) (citing the Appropriations Clause, U.S. Const. art. I, § 9, cl. 7 (“No Money shall be drawn from the Treasury, but in Consequence of Appropriations made by Law.”)). “The [Appropriations] Clause has a ‘fundamental and comprehensive purpose . . . to assure that public funds will be spent according to the letter of the difficult judgments reached by Congress as to the common good and not according to the individual favor of Government agents.’” *United States v. McIntosh*, 833 F.3d 1163, 1175 (9th Cir. 2016) (quoting *Office of Pers. Mgmt. v. Richmond*, 496 U.S. 414, 427–28, 2473 (1990)).

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1 In contrast, “[t]here is no provision in the Constitution that authorizes the President to
2 enact, to amend, or to repeal statutes.” *Clinton v. City of New York*, 524 U.S. 417, 438 (1998).
3 “Aside from the power of veto, the President is without authority to thwart congressional will by
4 canceling appropriations passed by Congress.” *San Francisco*, 897 F.3d at 1231. Quite the
5 contrary, it is well-established that an executive agency “literally has no power to act . . . unless
6 and until Congress confers power upon it.” *La. Pub. Serv. Comm’n v. FCC*, 476 U.S. 355, 374
7 (1986); *see California v. Trump*, 379 F. Supp. 3d 928, 941 (N.D. Cal. 2019), *aff’d*, 963 F.3d 926
8 (9th Cir. 2020). When an agency is charged with administering a statute, “both [its] power to act
9 and how [it is] to act [are] authoritatively prescribed by Congress.” *City of Arlington v. FCC*, 569
10 U.S. 290, 297 (2013). “Absent congressional authorization, the Administration may not
11 redistribute or withhold properly appropriated funds in order to effectuate its own policy goals.”
12 *San Francisco*, 897 F.3d at 1235.

13 Plaintiffs argue that in attempting to condition disbursement of funds in part on grounds
14 not authorized by Congress, but rather on Executive Branch policy, Defendants are acting in
15 violation of the Separation of Powers principle and “in excess of statutory jurisdiction, authority,
16 or limitations, or short of statutory right.” 5 U.S.C. § 706(2)(B), (C). Plaintiffs argue that the
17 statutes authorizing the grants at issue do not confer on Defendants the kind of authority they are
18 attempting to assert. For the reasons explained below, and in its June 3, 2025 order, the Court
19 agrees.

20 (b) The Non-CoC HUD Funding Conditions

21 Plaintiffs contend that the contested conditions must be set aside because the statute’s
22 underlying the non-CoC HUD grants do not give HUD the authority to impose “conditions that

1 prohibit DEI or promotion of ‘gender ideology’ or ‘elective abortion’ or require participation in
2 federal immigration enforcement, immigration status verification, or adherence to EOs unrelated
3 to the grant’s purpose.” Dkt. No. 186 at 9. Defendants counter that they do have the authority to
4 impose the challenged conditions, citing to HUD regulations that require “federal agencies [to]
5 incorporate ‘statutory, executive order, other Presidential directive, or regulatory requirements’
6 into the terms and conditions” of HUD grants. Dkt. No. 334 at 8 citing 2 C.F.R. §
7 200.211(c)(1)(ii). However, as this Court noted in rejecting this argument the first time
8 Defendants raised it, “an agency *regulation* cannot create *statutory* authority; only Congress can
9 do that.” Dkt. No. 169 at 33 (emphasis in original). Defendants must point to a *statutory* source
10 that confers the authority. Without such a source, the agency action violates the separation of
11 powers principle.

12 Next Defendants argue that the challenged conditions “merely require grant recipients to
13 agree to comply with existing federal laws, like federal antidiscrimination laws” and “Congress
14 has expressly authorized HUD to require that grantees comply with federal laws.” Dkt. No. 334 at
15 8 (citing 42 U.S.C. § 5304(b)(6) (“Any [CDBG] grant ... shall be made only if the grantee
16 certifies to the satisfaction of the Secretary that ... the grantee will comply with the other
17 provisions of this chapter and with other applicable laws.”)). The problem with Defendants’
18 argument is that they fail to acknowledge the evidence in the record that demonstrates that
19 Defendants interpret federal antidiscrimination laws in a manner that is inconsistent with well-
20 established legal precedent. For example, on April 4, 2025, DOT Secretary Duffy issued a letter
21 “To All Recipients of U.S. Department of Transportation Funding” in which he stated that “*any*
22 policy, program, or activity” that is “designed to achieve so called “diversity, equity, and
23

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1 inclusion,' or 'DEI[]' goals[] presumptively violates Federal law" even if the policy, program, or
2 activity is "described in neutral terms." Dkt. No. 6 at 346 (emphasis added). Secretary Duffy's
3 statement can easily be interpreted to mean that a federal grant recipient that has a "policy" to
4 accommodate individuals with disabilities so that those individuals can participate in an "activity"
5 has "presumptively violate[d] Federal law." This, of course, is inconsistent with well-established
6 federal precedent that requires entities that receive federal funds to provide reasonable
7 accommodations for qualified individuals with disabilities so that they can participate in their
8 programs. *See e.g., U.S. Dept. of Transp. v. Paralyzed Veterans of America*, 477 U.S. 597, 604
9 (1986) ("Section 504 prohibits discrimination against any qualified handicapped individual under
10 'any program or activity receiving Federal financial assistance.'"); *Muir v. United States Dept. of*
11 *Homeland Security*, 2025 WL 2088450, *6 (D.C. Cir. July 25, 2025) ("Section 504 of the
12 Rehabilitation Act prohibits discrimination against disabled persons by recipients of federal
13 funds."); *Ward v. McDonald*, 762 F.3d 24, 28 (D.C. Cir. 2014) (It is a basic tenet of the
14 Rehabilitation Act of 1973 "that the government must take reasonable affirmative steps to
15 accommodate the handicapped, except where undue hardship would result").

16 Likewise, on May 19, 2025, U.S. Deputy Attorney General Todd Blanche sent a
17 memorandum to all United States Attorneys, among others, in which he stated that federal fund
18 recipients may run afoul of the False Claims Act if they allow transgender individuals to use
19 bathrooms consistent with their gender identities (*i.e.*, "allow[] men to intrude into women's
20 bathrooms"). Dkt. No. 65 at 5. Deputy Attorney General Blanche's statement contradicts the
21 decisions of multiple appellate courts that have held that federal law forbids discrimination based
22 on transgender status. *See e.g., Grimm v. Gloucester Cnty. Sch. Bd.*, 972 F.3d 586, 616–17 (4th

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1 Cir. 2020) (transgender student’s exclusion from bathroom constituted Title IX discrimination);
2 *A.C. by M.C. v. Metro. Sch. Dist. of Martinsville*, 75 F.4th 760, 769 (7th Cir. 2023)
3 (“[D]iscrimination against transgender persons is sex discrimination for Title IX purposes . . .”).

4 And as recently as July 29, 2025, U.S. Attorney General Pam Bondi issued a
5 memorandum titled “Guidance for Recipients of Federal Funds regarding Unlawful
6 Discrimination” in which she purports to “clarif[y] the application of federal antidiscrimination
7 laws to programs or initiatives that may involve discriminatory practices, including those labeled
8 as Diversity, Equity, and Inclusion (“DEI”) programs.” Dkt. No. 331, Ex. A at 1. Among other
9 “clarifications”, Attorney General Bondi states that the use of “[f]acially neutral criteria (e.g.,
10 ‘cultural competence,’ ‘lived experience,’ geographic targeting) that function as proxies for
11 protected characteristics violate federal law if designed or applied with the intention of
12 advantaging or disadvantaging individuals based on protected characteristics.” *Id.* at 2. This
13 “clarification,” however, is inconsistent with Supreme Court precedent that has “consistently
14 declined to find constitutionally suspect” the adoption of race-neutral criteria “out of a desire . . .
15 to improve racial diversity and inclusion”—even where the decision-maker was “well aware” the
16 race-neutral criteria “correlated with race.” *Coal. for T.J. v. Fairfax Cnty. Sch. Bd.*, 68 F.4th 864,
17 885–86 (4th Cir. 2023) (internal quotation marks and citation omitted) (citing, *inter alia*, *Tex.*
18 *Dep’t of Hous. & Cmty. Affs. v. Inclusive Cmty. Project, Inc.*, 576 U.S. 519, 545 (2015). Nor
19 does Supreme Court precedent prohibit the use of diversity statements for the purpose of
20 advancing racial diversity goals; to the contrary, in *Students for Fair Admissions, Inc. v.*
21 *President & Fellows of Harvard College*, the Court described these goals as “commendable” and
22 “worthy” (though insufficient to justify race-based admissions). 600 U.S. 181, 214–15, 230

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(2023) (“[N]othing in this opinion should be construed as prohibiting universities from considering an applicant’s discussion of how race affected his or her life, be it through discrimination, inspiration, or otherwise.”); *United States v. Skrametti*, 145 S. Ct. 1816, 1854 (2025) (Thomas, J., concurring) (suggesting strict scrutiny does not apply to “a university’s decision to credit ‘an applicant’s discussion of how race affected his or her life’” simply because it is “inextricably bound up with” the applicant’s race) (cleaned up).

The above demonstrates that Plaintiffs are at the mercy of Defendants’ interpretation of federal antidiscrimination laws, regardless of how those laws are interpreted by the courts. Indeed, this has already played out in this case where HUD recently informed King County that it was rejecting King County’s CDBG Consolidated Plan submission for Program Year 2025 because HUD “is questioning the accuracy of King County’s ... certification that the [CDBG] funds described in [the plan] will be administered in conformity with applicable laws, including Executive Orders.” Dkt. No. 223 at 5-6. Among other reasons HUD expressed concern was King County’s use of words such as “equity,” “migrant,” and “immigrant” throughout the plan. *Id.* at 6-8. In order to assuage HUD’s concerns, King County was instructed to replace “all ‘equity’ references” throughout the plan with “activities and actions that do not violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964” and to replace all references to “migrant” and “immigrant” with “legal/documental migrant/immigrant.” *Id.* at 8. However, as Plaintiffs aptly point out, “[n]o case law ... suggests that using words like ‘equity’ or ‘migrant’ violates *any* law.” dkt. no. 335 at 3, thus refuting Defendants’ claim that the challenged funding requirements “merely require grant recipients to

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1 agree to comply with existing federal laws, like federal antidiscrimination laws,” dkt. no. 334 at
 2 8.⁹

3 Moreover, Defendants’ ability to impose the challenged conditions on the non-CoC HUD
 4 grants is further constrained by 42 U.S.C. § 12711, which prohibits HUD from “denying funds
 5 made available under [HUD] programs . . . based on the adoption, continuation, or
 6 discontinuation” of any lawful local policies. Stated differently, “HUD may not . . . *condition*
 7 funding on changes to local policies.” *Cnty. of Westchester v. U.S. Dep’t of Housing and Urban*
 8 *Dev.*, 802 F.3d 413, 433 (2d Cir. 2015) (emphasis in original). Yet that is exactly what
 9 Defendants attempt to do here; they are leveraging the Non-CoC HUD Plaintiffs’ dependence on
 10 federal funding to coerce them into replacing their own local policies with the Trump
 11 Administration’s political agenda.

13 ⁹ Nor are the new funding conditions authorized by PRWORA or the Hyde Amendment as Defendants claim. The
 14 challenged funding conditions purport to require non-CoC HUD Plaintiffs to “use SAVE, or an equivalent
 15 verification system approved by the Federal government, to prevent any Federal public benefit from being provided
 16 to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.”
 17 Dkt. No. 184 at ¶¶ 492, 517. While PRWORA does provide that noncitizens without qualifying immigration status
 18 are ineligible for certain “Federal public benefit[s],” 8 U.S.C. § 1611(a), it does not require grant recipients to verify
 19 eligibility *until* the U.S. Attorney General has promulgated regulations implementing a verification requirement. *See*
 20 *id.* § 1642(a); § 1642(b) (“Not later than 24 months after the date the regulations described in subsection (a) are
 21 adopted, a State that administers a program that provides a Federal public benefit shall have in effect a verification
 22 system that complies with the regulations.”). The Attorney General is yet to promulgate a final regulation
 23 implementing a verification requirement. *See* Interim Guidance on Verification of Citizenship, Qualified Alien
 24 Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of
 25 1996, 62 Fed. Reg. 61344 (Nov. 17, 1997); Verification of Eligibility for Public Benefits, 63 Fed. Reg. 41662 (Aug.
 4, 1998) (proposed rule). By requiring grant recipients to verify eligibility by using SAVE (or an equivalent system)
 without the benefit of implementing regulations and/or the two-year ramp-up period, Defendants are attempting to
 rewrite PRWORA, not implement it.

The Hyde Amendment also does not authorize the challenged funding condition that requires the Non-CoC HUD
 Plaintiffs to certify that no grant funds will be used “to promote elective abortions.” Dkt. No. 1854 at ¶¶ 494, 520.
 The Hyde Amendment bars use of federal funds to pay for or to require a person to facilitate an abortion; it does not
 prohibit federally funded programs from promoting elective abortions, which could be read to include providing
 program participants with information about lawful abortions. Pub. L. 118-42, §§ 202–03, 138 Stat. 153.

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1 Lastly, the challenged funding conditions conflict with statutory provisions authorizing
2 the HUD grant programs. Far from barring diversity-related “inclusion,” Congress *requires*
3 consideration of diversity when allocating HUD funds. For instance, the HUD Secretary is
4 required to set aside CDBG funds for “[s]pecial purpose grants,” including grants to “historically
5 Black colleges.” 42 U.S.C. § 5307(b)(2); *see also id.* § 5307(c) (requiring CDBG funds be
6 allocated to provide “assistance to economically disadvantaged and minority students”). And in
7 authorizing the HOME and HOPWA programs, Congress acted to “improve housing
8 opportunities for all residents of the United States, particularly members of disadvantaged
9 minorities, on a nondiscriminatory basis.” 42 U.S.C. § 12702(3). Congress also requires HOME
10 recipients “to establish and oversee a minority outreach program . . . to ensure the inclusion, to
11 the maximum extent possible, of minorities and women, and entities owned by minorities and
12 women . . . in all contracts[] entered into by the participating jurisdiction.” 42 U.S.C. § 12831(a).

13 Based on the foregoing, the Court concludes that the Non-CoC HUD Plaintiffs are likely
14 to prevail on their claim that in attempting to impose the challenged funding conditions on the
15 recipients of non-CoC funds, Defendants have run afoul of the Separation of Powers doctrine, and
16 are acting in excess of statutory authority, and that under the APA, those conditions must be set
17 aside.

18 (c) The HHS Grants Funding Conditions

19 Defendants’ attempts to identify statutory authority for imposing the contested conditions
20 on the HHS grants suffer from similar deficiencies. As an initial matter, Defendants once again
21 rely on agency regulations for the authority to impose the conditions, but as noted above, agency
22 regulations are not the equivalent of statutory authority, and HHS’ attempt to rely on them also

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1 fails. Nor does Defendants’ reliance on generic statutory provisions authorizing the HHS
2 Secretary to prescribe the “form and manner” for grant applications and the “information” it
3 must “contain” fair any better. Dkt. No. 335 at 6 (citing 42 U.S.C. §§ 254b(k)(1), 300ff-15(a),
4 (b), 290ee-1(b)(1)(B)). These provisions only encompass prescriptions as to form, manner, and
5 information, and Defendants’ claim that such ministerial provision authorize wide-ranging
6 substantive conditions on hotly debated policy choices runs afoul of the well-established
7 principle that “Congress ... does not alter the fundamental details of a regulatory scheme in
8 vague terms or ancillary provisions—it does not, one might say, hide elephants in mouseholes.”
9 *Whitman v. Am. Trucking Ass’ns*, 531 U.S. 457, 468 (2001).

10 Defendants also invoke Title IX of the Education Amendments Act of 1972, which
11 prohibits sex discrimination by federal education funding recipients, as authority for requiring
12 HHS grant recipients to comply with Presidential Executive Order 14168 “Defending Women
13 From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.”
14 This Executive Order mandates that “[f]ederal funds shall not be used to promote gender
15 ideology” and requires grant recipients to “recognize two sexes, male and female” and that
16 “[t]hese sexes are not changeable and are grounded in fundamental and incontrovertible reality.”
17 But nothing in Title IX mandates such understandings. To the contrary, as cited above courts
18 have concluded that failure to recognize an individual’s transgender status constituted
19 discrimination under Title IX. *See e.g., Grimm v. Gloucester Cnty. Sch. Bd.*, 972 F.3d 586, 616–
20 17 (4th Cir. 2020) (transgender student’s exclusion from bathroom constituted Title IX
21 discrimination); *A.C. by M.C. v. Metro. Sch. Dist. of Martinsville*, 75 F.4th 760, 769 (7th Cir.
22 2023) (“[D]iscrimination against transgender persons is sex discrimination for Title IX purposes

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1 . . .”). As such, far from enforcing Title IX, Defendants seek to graft new requirements into the
2 statute.

3 Accordingly, the Court concludes that the HHS Plaintiffs are likely to prevail on their
4 claim that in attempting to impose the conditions in the 2025 HHS GPS and the various operating
5 agencies and divisions’ terms and conditions, Defendants have acted in a manner that violates the
6 Separation of Powers doctrine and exceeds statutory authority, and that under the APA those
7 conditions must be set aside.

8 **2. Defendants’ Actions Were “Arbitrary and Capricious,” 5 U.S.C. §**
9 **702(2)(A) (Count 5)**

10 Plaintiffs also assert that the challenged conditions must be set aside as “arbitrary” and
11 “capricious.” 5 U.S.C. § 706(2)(A); Dkt. No. 184 at ¶¶ 671-688. The APA requires agencies to
12 engage in “reasoned decisionmaking,” and their actions must be “reasonable and reasonably
13 explained.” *Michigan v. EPA*, 576 U.S. 743, 750 (2015); *Ohio v. EPA*, 603 U.S. 279, 292 (2024)
14 (cleaned up). An agency must offer “a satisfactory explanation for its action,” and cannot rely on
15 “factors which Congress has not intended it to consider.” *Motor Vehicle Mfrs. Ass’n of U.S., Inc.*
16 *v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983). Plaintiffs maintain that Defendants
17 have not followed these prescriptions and have failed to provide reasonable explanations for any
18 of the challenged funding conditions.

19 Defendants do not dispute that they have not offered contemporary, reasoned
20 explanations for the imposition of the challenged funding conditions; rather, they argue that they
21 are not required to do so because the conditions are not subject to notice-and-comment
22 rulemaking. Defendants are mistaken. “The APA, by its terms, provides a right to judicial review
23 of all ‘final agency action for which there is no other adequate remedy in a court,’” *Bennett v.*

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1 *Spear*, 520 U.S. 154, 175 (1997) (quoting 5 U.S.C. § 704), whether or not that action is subject to
 2 notice-and-comment rulemaking. *See Cal. Communities Against Toxics v. EPA*, 934 F.3d 627,
 3 635–36 (D.C. Cir. 2019). Defendants do not contest that the challenged funding conditions are
 4 final agency actions. As such, each agency must have “reasonably considered the relevant issues
 5 and reasonably explained its decision” to impose the challenged conditions. *Barton v. Off. of*
 6 *Navajo*, 125 F.4th 978, 982 (9th Cir. 2025) (cleaned up).

7 At most, the Defendants rely on reference to the Trump Administration’s executive
 8 orders to justify the imposition of the challenged funding conditions, but as this Court previously
 9 stated “rote incorporation of executive orders—especially ones involving politically charged
 10 policy matters that are the subject of intense disagreement and bear no substantive relations to
 11 the agency’s underlying action—does not constitute ‘reasoned decisionmaking.’” Dkt. No. 169 at
 12 38. Thus, the Court concludes that Plaintiffs are likely to succeed on the merit of their claim that
 13 Defendants’ imposition of the challenged funding conditions is arbitrary and capricious, which is
 14 an independent ground for setting aside those conditions.¹⁰

15
 16 ¹⁰ Plaintiffs have asserted several other claims both under the APA and under the Constitution. See Dkt. No. 184 at
 17 ¶¶ 630-669, 704-724. The Court does not reach these claims at this stage, in part because “[t]he Court need only find
 18 that Plaintiffs are likely to succeed on one of [their] claims for [the likelihood-of-success] factor to weigh in favor of
 19 a preliminary injunction,” and a ruling on Plaintiffs’ additional claims would not affect the relief afforded. *Aids*
 20 *Vaccine Advoc. Coal. v. United States Dep’t of State*, No. CV 25-00400 (AHA), 2025 WL 752378, at *7 (D.D.C.
 21 Mar. 10, 2025). Furthermore, the Court adheres to the “fundamental and longstanding principle of judicial restraint”
 22 that requires courts to “avoid reaching constitutional questions in advance of the necessity of deciding them.” *Al*
 23 *Otro Lado v. Exec. Off. for Immigr. Rev.*, No. 22-55988, 2024 WL 5692756, at *14 (9th Cir. May 14, 2025)
 24 (vacating district court’s “entry of judgment for Plaintiffs on the constitutional due process claim” where judgment
 25 was granted in Plaintiffs’ favor on APA claim) (citing *Lyng v. Nw. Indian Cemetery Protective Ass’n*, 485 U.S. 439,
 445 (1988)); *see also Washington v. Trump*, 441 F. Supp. 3d 1101, 1125 (W.D. Wash. 2020) (“[A] court should not
 reach a constitutional question if there is some other ground upon which to dispose of the case. Given that this Court
 has already determined that Defendants’ [action] violates the APA and, therefore, can dispose of the case on that
 basis, the Court exercises restraint and declines to reach the constitutional claims raised by Washington.”) (cleaned
 up, citing *Nw. Austin Mun. Util. Dist. No. One v. Holder*, 557 U.S. 193, 205 (2009); *Harmon v. Brucker*, 355 U.S.
 579, 581 (1958)). Because Plaintiffs are likely to prevail on Counts 5, 6 and 7 of their Second Amended
 Complaint—that the challenged actions were arbitrary and capricious, contrary to the constitutional Separation of

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1 **D. Irreparable Injury**

2 A plaintiff seeking a preliminary injunction must establish that it is likely to suffer
3 irreparable harm in the absence of preliminary relief. *Winter*, 555 U.S. at 20. Such harm “is
4 traditionally defined as harm for which there is no adequate legal remedy, such as an award of
5 damages.” *Arizona Dream Act Coal. v. Brewer*, 757 F.3d 1053, 1068 (9th Cir. 2014) (citing
6 *Rent-A-Ctr., Inc. v. Canyon Television & Appliance Rental, Inc.*, 944 F.2d 597, 603 (9th
7 Cir.1991)).

8 The Court addressed this issue when previously granting preliminary relief, stating:

9 Plaintiffs allege several forms of irreparable harm that are either presently
10 occurring, or are likely to occur, in the absence of injunctive relief. They are facing
11 a choice between two untenable options; as this Court has already determined,
12 ‘Defendants have put Plaintiffs in the position of having to choose between
13 accepting conditions that they believe are unconstitutional and risking the loss of
14 hundreds of millions of dollars in federal grant funding, including funding that they
15 have already budgeted and are committed to spending.’ On the one hand, being
16 forced to accept conditions that are contrary either to statute or to the Constitution
17 (or both) is a constitutional injury, and constitutional injuries are ‘unquestionably’
18 irreparable. *Hernandez v. Sessions*, 872 F.3d 976, 994 (9th Cir. 2017).

19 On the other hand, avoiding the constitutional offense by refusing to agree to the
20 new funding conditions may very well result in the loss of access to promised grant
21 funds. And indeed, Defendants have not denied that Plaintiffs would be assuming
22 this risk by not signing the agreements. They merely complain that Plaintiffs have
23 not provided details as to when exactly that loss will occur. But this argument
24 misses the point. It is this looming risk itself that is the injury, and one that Plaintiffs
25 are already suffering. Courts evaluating similar circumstances have recognized that
this injury of acute budgetary uncertainty is irreparable; ‘[w]ithout clarification
regarding the Order’s scope or legality, the Counties will be obligated to take steps
to mitigate the risk of losing millions of dollars in federal funding, which will
include placing funds in reserve and making cuts to services. These mitigating steps
will cause the Counties irreparable harm.’ *Santa Clara v. Trump*, 250 F. Supp. 3d
497, 537 (N.D. Cal. 2017). While a preliminary injunction will not eliminate these
risks entirely, Plaintiffs have demonstrated it will at least mitigate them pending

22 Powers doctrine, and in excess of Defendants’ statutory authority, and must therefore be set aside under the APA—
23 the Court’s inquiry into the likelihood-of-success factor is at an end.

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1 resolution of this case on its merits.

2 Furthermore, Plaintiffs have submitted substantive and detailed evidence
3 illustrating the ways in which a loss of grant funds would be devastating and
4 irreparable if these risks in fact materialize. . . . The administration's attempt to
5 compel Plaintiffs' compliance with unrelated policy objectives by leveraging the
6 needs of our most vulnerable fellow human beings is breathtaking in its callousness.
7 Defendants' argument that these harms are not irreparable is simply wrong.

8 Dkt. No. 169 at 39-42 (some internal citations omitted).

9 Plaintiffs have once again provided comprehensive evidence (in the form of nearly 100
10 declarations from local government and agency administrators, *see* dkt. nos. 187-282)
11 demonstrating that should the loss of the grant funds come to pass, the resulting harm would be
12 severe and irreparable. In addition, Plaintiffs have provided substantial evidence demonstrating
13 that this harm is not, as Defendants suggest, merely monetary in nature. Adequate financial
14 compensation for the destabilization of immediate and future budgets, reductions in workforce,
15 hundreds of shelter-unstable families losing access to housing, loss of access to health care
16 services to vulnerable populations, and the termination of transportation projects simply does not
17 exist. Therefore, the Court concludes that the harms Plaintiffs have alleged are quintessentially
18 irreparable in nature and can be avoided only by entry of the requested injunction.

19 **E. The Balance of Equities and Public Interest Favor Plaintiffs**

20 In deciding whether to grant an injunction, "courts must balance the competing claims of
21 injury and must consider the effect on each party of the granting or withholding of the requested
22 relief." *Disney Enters*, 869 F.3d at 866 (quoting *Winter*, 555 U.S. at 24). Courts "explore the
23 relative harms to applicant and respondent, as well as the interests of the public at large." *Barnes*
24 *v. E-Sys., Inc. Grp. Hosp. Med. & Surgical Ins. Plan*, 501 U.S. 1301, 1305 (1991) (internal
25 quotation marks and citation omitted). Where the government is a party, the balance of equities

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1 and public interest factors merge. *Drakes Bay Oyster Co. v. Jewell*, 747 F.3d 1073, 1092 (9th Cir.
2 2014) (citing *Nken v. Holder*, 556 U.S. 418, 435 (2009)).

3 Defendants once again argue that the balance of equities and the public interest favor
4 Defendants because “[en]suring compliance with federal laws is assuredly in the public interest.”
5 Dkt. No. 334 at 14. But as discussed *supra*, the contested funding conditions are not
6 congressionally authorized, nor do they merely seek compliance with federal law. Defendants do
7 not have a legitimate interest in ensuring that funds are spent pursuant to conditions that were
8 likely imposed in violation of the APA and/or the Constitution. *See Valle del Sol Inc. v. Whiting*,
9 732 F.3d 1006, 1029 (9th Cir. 2013) (there is no legitimate government interest in violating
10 federal law). Defendants also contend that “Plaintiffs could be compensated for any lost money
11 after a ruling on the merits” in this case. Dkt. No. 334 at 14. The Court has already rejected the
12 notion that Plaintiffs could be adequately compensated for the devastation that would result from
13 the loss of the federal funding. Thus, for the reasons outlined above, the irreparable harms
14 Plaintiffs face in the absence of an injunction tip the balance of equities sharply in their favor.

15 **F. The Court Denies Defendants’ Request for a Bond and Request to Stay**

16 Defendants request that if this Court issues an injunction, it be stayed pending any appeal
17 and further requests that this Court require Plaintiffs to post a bond for the value of the specific
18 grants subject to the injunction pursuant to Fed. R. Civ. P. 65(c). The Court denies both requests.
19 Defendants have not met the standard for a stay. *See, e.g., Maryland v. Dep’t of Agriculture*, JKB-
20 25-0748, 2025 WL 800216, at *26 (D. Md. Mar. 13, 2025) (“It is generally logically inconsistent
21 for a court to issue a TRO or preliminary injunction and then stay that order, as the findings on
22 which those decisions are premised are almost perfect opposites.”). Nor have Defendants argued.

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1 let alone demonstrated, that they will suffer any material harm from the injunction the Court
2 issues today. “Despite the seemingly mandatory language, Rule 65(c) invests the district court
3 with discretion as to the amount of security required, if any.” *Johnson v. Couturier*, 572 F.3d
4 1067, 1086 (9th Cir. 2009) (citations and internal quotation marks omitted). “In particular, the
5 district court may dispense with the filing of a bond when it concludes there is no realistic
6 likelihood of harm to the defendant from enjoining his or her conduct.” *Id.* (cleaned up).

7 V. CONCLUSION

8 For the foregoing reasons,

- 9 1. Plaintiffs’ Third Motion for Preliminary Injunction is GRANTED;
- 10 2. HUD and its officers, agents, servants, employees, and attorneys, and any other
11 persons who are in active concert or participation with them (collectively “Enjoined HUD CoC
12 Parties”), are enjoined from (1) imposing or enforcing the CoC Grant Conditions, as defined in
13 the Appendix II to this Order, or any materially similar terms or conditions at any stage of the
14 grantmaking process, including but not limited to in new grant applications, notices of funding
15 availability or opportunity, certifications, grant agreements, or post-award submissions, with
16 respect to any CoC funds awarded to the New CoC Plaintiffs or members of their Continuums;
17 (2) as to the New CoC Plaintiffs or members of their Continuums, rescinding, withholding,
18 cancelling, or otherwise not processing any CoC Agreements, or pausing, freezing, impeding,
19 blocking, cancelling, terminating, delaying, withholding, or conditioning CoC funds, based on
20 such terms or conditions, including without limitation failing or refusing to process and
21 otherwise implement grants signed with changes or other objections to conditions enjoined by
22 this preliminary injunction; (3) requiring the New CoC Plaintiffs or members of their

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Continuums to make any “certification” or other representation related to compliance with such terms or conditions; or (4) refusing to issue, process, or sign CoC Agreements based on New CoC Plaintiffs’ participation in this lawsuit;

3. The Enjoined HUD CoC Parties shall immediately treat any actions taken to implement or enforce the CoC Grant Conditions or any materially similar terms or conditions as to the New CoC Plaintiffs or their Continuums, including but not limited to any delays or withholding of funds based on such conditions, as null, void, and rescinded; while this preliminary injunction is in effect, shall treat as null and void any such conditions included in any grant agreement executed by any New CoC Plaintiff or member of a New CoC Plaintiff’s Continuum; and may not retroactively apply such conditions to grant agreements during the effective period of this preliminary injunction. The Enjoined HUD CoC Parties shall immediately take every step necessary to effectuate this order, including without limitation clearing any administrative, operational, or technical hurdles to implementation;

4. HUD, all of the HUD program offices, and their officers, agents, servants, employees, and attorneys, and any other persons who are in active concert or participation with them (collectively “Enjoined HUD Parties”), are enjoined from (1) imposing or enforcing the Non-CoC HUD Grant Conditions, as defined in the Appendix II to this Order, or any materially similar terms or conditions at any stage of the grant-making process, including but not limited to in new grant applications, notices of funding availability or opportunity, certifications, grant agreements, or post-award submissions, with respect to any non-CoC HUD funds awarded to the Non-CoC HUD Plaintiffs, their consortia, or their subrecipients; (2) as to the Non-CoC HUD Plaintiffs, their consortia, or their subrecipients, rescinding, withholding, cancelling, or otherwise

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1 not processing any non-CoC HUD awards, or pausing, freezing, impeding, blocking, cancelling,
2 terminating, delaying, withholding, or conditioning non-CoC HUD funds, based on such terms or
3 conditions, including without limitation failing or refusing to process and otherwise implement
4 grants signed with changes or other objections to conditions enjoined by this preliminary
5 injunction; (3) requiring the Non-CoC HUD Plaintiffs, their consortia, or their subrecipients to
6 make any “certification” or other representation related to compliance with such terms or
7 conditions; or (4) refusing to issue, process, or sign grant agreements based on the Non-CoC
8 HUD Plaintiffs’ participation in this lawsuit;

9 5. The Enjoined HUD Parties shall immediately treat any actions taken to implement
10 or enforce the Non-CoC HUD Grant Conditions or any materially similar terms or conditions as
11 to the Non-CoC HUD Plaintiffs, their consortia, or their subrecipients, including but not limited
12 to any delays or withholding of funds based on such conditions, as null, void, and rescinded;
13 while this preliminary injunction is in effect, shall treat as null and void any such conditions
14 included in any grant agreement executed by any Non-CoC HUD Plaintiff, a member of its
15 consortium, or its subrecipient; and may not retroactively apply such conditions to grant
16 agreements during the effective period of this preliminary injunction. The Enjoined HUD Parties
17 shall immediately take every step necessary to effectuate this order, including without limitation
18 clearing any administrative, operational, or technical hurdles to implementation;

19 6. DOT, all of the DOT operating agencies, and their officers, agents, servants,
20 employees, and attorneys, and any other persons who are in active concert or participation with
21 them (collectively “Enjoined DOT Parties”), are enjoined from (1) imposing or enforcing the
22 DOT Grant Conditions, as defined in the Appendix II to this Order, or any materially similar

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1 terms or conditions at any stage of the grant-making process, including but not limited to in new
2 grant applications, notices of funding availability or opportunity, certifications, grant agreements,
3 or post-award submissions, as to any DOT funds awarded, directly or indirectly, to the New
4 DOT Plaintiffs or their subrecipients; (2) as to the New DOT Plaintiffs or their subrecipients,
5 rescinding, withholding, cancelling, or otherwise not processing the DOT grant awards, or
6 pausing, freezing, impeding, blocking, canceling, terminating, delaying, withholding, or
7 conditioning DOT funds, based on such terms or conditions, including without limitation failing
8 or refusing to process and otherwise implement grants signed with changes or other objections to
9 conditions enjoined by this preliminary injunction; (3) requiring the New DOT Plaintiffs or their
10 subrecipients to make any “certification” or other representation related to compliance with such
11 terms or conditions; or (4) refusing to issue, process, or sign grant agreements based on New
12 DOT Plaintiffs’ participation in this lawsuit;

13 7. The Enjoined DOT Parties shall immediately treat any actions taken to implement
14 or enforce the DOT Grant Conditions or any materially similar terms or conditions as to DOT
15 funds awarded, directly or indirectly, to the New DOT Plaintiffs or their subrecipients, including
16 but not limited to any delays or withholding of funds based on such conditions, as null, void, and
17 rescinded; while this preliminary injunction is in effect, shall treat as null and void any such
18 conditions included in any grant agreement executed by any New DOT Plaintiff or its
19 subrecipient; and may not retroactively apply such conditions to grant agreements during the
20 effective period of this preliminary injunction. The Enjoined DOT Parties shall immediately take
21 every step necessary to effectuate this order, including without limitation clearing any
22 administrative, operational, or technical hurdles to implementation;

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1 8. HHS, all of the HHS operating divisions and agencies, and their officers, agents,
2 servants, employees, and attorneys, and any other persons who are in active concert or
3 participation with them (collectively “Enjoined HHS Parties”), are enjoined from (1) imposing or
4 enforcing the HHS Grant Conditions, as defined in the Appendix II to this Order, or any
5 materially similar terms or conditions at any stage of the grant-making process, including but not
6 limited to in new grant applications, notices of funding availability or opportunity, certifications,
7 grant agreements, or post-award submissions, as to any HHS funds awarded, directly or
8 indirectly, to the HHS Plaintiffs or their subrecipients; (2) as to the HHS Plaintiffs or their
9 subrecipients, rescinding, withholding, cancelling, or otherwise not processing HHS grant
10 awards, or pausing, freezing, impeding, blocking, canceling, terminating, delaying, withholding,
11 or conditioning HHS funds, based on such terms or conditions, including without limitation
12 failing or refusing to process and otherwise implement grants signed with changes or other
13 objections to conditions enjoined by this preliminary injunction; (3) requiring the HHS Plaintiffs
14 or their subrecipients to make any “certification” or other representation related to compliance
15 with such terms or conditions; or (4) refusing to issue, process, or sign grant agreements based
16 on HHS Plaintiffs’ participation in this lawsuit;

17 9. The Enjoined HHS Parties shall immediately treat any actions taken to implement
18 or enforce the HHS Grant Conditions or any materially similar terms or conditions as to HHS
19 funds awarded, directly or indirectly, to the HHS Plaintiffs or their subrecipients, including but
20 not limited to any delays or withholding of funds based on such conditions, as null, void, and
21 rescinded; while this preliminary injunction is in effect, shall treat as null and void any such
22 conditions included in any grant agreement executed by any HHS Plaintiff or its subrecipient;

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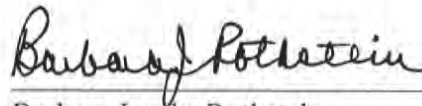
1 and may not retroactively apply such conditions to grant agreements during the effective period
2 of this preliminary injunction. The Enjoined HHS Parties shall immediately take every step
3 necessary to effectuate this order, including without limitation clearing any administrative,
4 operational, or technical hurdles to implementation;

5 10. Defendants' counsel shall provide written notice of this Order to all Defendants
6 and their employees by the end of business on the second day after issuance of this Order;

7 11. By the end of business on the second day after issuance of this Order, the
8 Defendants SHALL FILE on the Court's electronic docket and serve upon Plaintiffs a Status
9 Report documenting the actions that they have taken to comply with this Order, including a copy
10 of the foregoing notice (paragraph 10 above) and an explanation as to whom the notice was sent;

11 12. This order shall remain in effect pending further orders from this Court.

12 Dated this 12th day of August 2025.

13
14 

15 Barbara Jacobs Rothstein
16 U.S. District Court Judge
17
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24

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APPENDIX I

A. Complaint filed May 2, 2025

1. Plaintiffs

a. CoC Plaintiffs¹¹

King County, Pierce County, Snohomish County, City and County of San Francisco, Santa Clara County, Boston, Columbus, and New York City.

b. DOT Plaintiff

King County

2. Defendants

United States Department of Housing and Urban Development (“HUD”), Department of Transportation (“DOT”), and the Federal Transit Administration (“FTA”), as well as the agencies’ heads in their official capacities (Scott Turner in his official capacity as Secretary of HUD, Sean Duffy in his official capacity as Secretary of DOT, and Matthew Welbes in his official capacity as acting Director of the FTA).

B. First Amended Complaint filed May 21, 2025

1. Plaintiffs added:

a. Added CoC Plaintiffs

Metropolitan Government of Nashville & Davidson County (“Nashville”), Pima County, Cambridge, San Jose, Pasadena, Tucson, King County Regional Homelessness Authority located in King County, Washington (“King County RHA”), Santa Monica Housing Authority, California (“Santa Monica HA”)

b. Added DOT Plaintiffs

Denver, Nashville, Pima County, Sonoma County, Bend, Chicago, Culver City, Minneapolis, Pittsburgh, San Jose, Santa Monica, Tucson, Wilsonville, Central Puget Sound Regional Transit Authority located in King, Pierce, and Snohomish Counties, Washington (“CPSRTA”), Intercity Transit located in Thurston County, Washington (“Intercity Transit”), Port

¹¹ A Plaintiff may be included in more than one Plaintiff Group.

of Seattle, San Francisco County Transportation Authority, located in the City and County of San Francisco, California (“SFCTA”), and Treasure Island Mobility Management Agency located in Treasure Island and Yerba Buena Island, California (“TIMMA”)

2. Defendants added

Federal Highway Administration (“FHWA”), the Federal Aviation Administration (“FAA”), the Federal Railroad Administration (“FRA”), and component heads in their official capacities (Tariq Bokhari as the acting Administrator of FTA,¹² Gloria M. Shepard as the acting Director of FHWA, Chris Rocheleau as acting Administrator of FAA, and Drew Feeley as acting Administrator of FRA).

C. Second Amended Complaint filed July 10, 2025

1. Plaintiffs Added¹³

a. CoC Plaintiffs

Alameda County, Albuquerque, Baltimore, Columbus, Dane County, Hennepin County, Milwaukee, Multnomah County, Oakland, Petaluma, Ramsey County, San Mateo County, and Sonoma County.

b. DOT Plaintiffs

Alameda County, Albuquerque, Baltimore, Bellevue, Bellingham, Bremerton, Cambridge, Dane County, Eugene, Healdsburg, Hennepin County, Kitsap County, Los Angeles, Milwaukee, Milwaukee County, Multnomah County, Oakland, Pacifica, Pasadena, Petaluma, PSRC, Ramsey County, Rochester, Rohnert Park, San Diego, San Mateo County, Santa Rosa, SCTA, and Watsonville.

c. Non-CoC HUD Plaintiffs

King County, Pierce County, Snohomish County, Boston, Columbus, San Francisco, Santa Clara, NYC, Bend Cambridge, Chicago, Culver City, Minneapolis, Nashville, Pasadena, Pima County, Pittsburgh, Portland, San Jose, Santa Monica, Tucson, King County RHA, Santa Monica HA, Alameda County, Albuquerque, Baltimore, Bellevue, Bellingham, Bremerton, Dane County, Eugene, Hennepin County, Kitsap County, Los Angeles, Milwaukee, Multnomah County, Oakland,

¹² Replacing Matthew Welbes in his official capacity as acting Director of the FTA.

¹³ Some of these are new Plaintiffs; some are previous Plaintiffs but with new claims.

Petaluma, Ramsey County, Rochester, San Diego, San Mateo County, Santa Rosa, Sonoma County, Watsonville, CCHA, and SCCDC

d. HHS Plaintiffs

Alameda County, Baltimore, Boston, Cambridge, Chicago, Columbus, Dane County, Denver, Eugene, Hennepin County, King County, Milwaukee, Minneapolis, Multnomah County, NYC, Oakland, Pacifica, Pierce County, Pima County, Ramsey County, Rochester, San Francisco, Santa Clara, San Mateo County, Snohomish County, and Wilsonville.

2. Defendants added

HHS and its agencies, including the Administration for Children and Families (“ACF”), Health Resources and Services Administration (“HRSA”), National Institutes of Health (“NIH”), Substance Abuse and Mental Health Services Administration (“SAMHSA”), and the Centers for Disease Control and Prevention (“CDC”), as well as Robert F. Kennedy in his official capacity as the Secretary of HHS.

APPENDIX II

The “CoC Grant Conditions” enjoined by this Order are the following terms and conditions:

- The recipient or applicant shall not use grant funds to promote “gender ideology,” as defined in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
- The recipient or applicant agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
- The recipient or applicant certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
- The recipient or applicant shall not use any Grant Funds to fund or promote elective abortions, as required by Executive Order 14182, Enforcing the Hyde Amendment;

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- 1 – The recipient or applicant must administer its grant in accordance
2 with all applicable immigration restrictions and requirements,
3 including the eligibility and verification requirements that apply
4 under title IV of the Personal Responsibility and Work Opportunity
5 Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646)
6 (“PRWORA”) and any applicable requirements that HUD, the
7 Attorney General, or the U.S. Center for Immigration Services [sic]
8 may establish from time to time to comply with PRWORA,
9 Executive Order 14218, or other Executive Orders or immigration
10 laws;
11 – No state or unit of general local government that receives funding
12 under this grant may use that funding in a manner that by design or
13 effect facilitates the subsidization or promotion of illegal
14 immigration or abets policies that seek to shield illegal aliens from
15 deportation;
16 – Subject to the exceptions provided by PRWORA, the recipient or
17 applicant must use SAVE, or an equivalent verification system
18 approved by the Federal government, to prevent any Federal public
19 benefit from being provided to an ineligible alien who entered the
20 United States illegally or is otherwise unlawfully present in the
21 United States;
22 – The recipient or applicant agrees that use of Grant Funds and its
23 operation of projects assisted with Grant Funds are governed by all
24 Executive Orders.

15 The “Non-CoC HUD Grant Conditions” enjoined by this Order are the following terms
16 and conditions:

- 17 – The recipient or applicant will not use Federal funding to promote
18 diversity, equity, and inclusion (“DEI”) mandates, policies,
19 programs, or activities that violate any applicable Federal
20 antidiscrimination laws;
21 – The recipient or applicant shall not use grant funds to promote
22 “gender ideology,” as defined in Executive Order 14168, Defending
23 Women from Gender Ideology Extremism and Restoring Biological
24 Truth to the Federal Government;
25 – The recipient or applicant agrees that its compliance in all respects
 with all applicable Federal anti-discrimination laws is material to the

1 U.S. Government's payment decisions for purposes of section
2 3729(b)(4) of title 31, United States Code;

- 3 – The recipient or applicant certifies that it does not operate any
4 programs that violate any applicable Federal antidiscrimination
5 laws, including Title VI of the Civil Rights Act of 1964;
- 6 – The recipient or applicant shall not use any grant funds to fund or
7 promote elective abortions, as required by Executive Order 14182,
8 Enforcing the Hyde Amendment;
- 9 – The recipient or applicant must administer its grant in accordance
10 with all applicable immigration restrictions and requirements,
11 including the eligibility and verification requirements that apply
12 under title IV of the Personal Responsibility and Work Opportunity
13 Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646)
14 (“PRWORA”) and any applicable requirements that HUD, the
15 Attorney General, or the U.S. Citizenship and Immigration Services
16 may establish from time to time to comply with PRWORA,
17 Executive Order 14218, or other Executive Orders or immigration
18 laws;
- 19 – If applicable, no state or unit of general local government that
20 receives or applies for funding under this grant may use that funding
21 in a manner that by design or effect facilitates the subsidization or
22 promotion of illegal immigration or abets policies that seek to shield
23 illegal aliens from deportation;
- 24 – Unless excepted by PRWORA, the recipient or applicant must use
25 SAVE, or an equivalent verification system approved by the Federal
government, to prevent any Federal public benefit from being
provided to an ineligible alien who entered the United States
illegally or is otherwise unlawfully present in the United States.
- The recipient or applicant must comply with applicable existing and
future Executive Orders, as advised by the Department, including
but not limited to E.O. 14182, Enforcing the Hyde Amendment;
Executive Order 14173, Ending Illegal Discrimination and
Restoring Merit-Based Opportunity; Executive Order 14168,
Defending Women From Gender Ideology Extremism and
Restoring Biological Truth to the Federal Government; and
Executive Order 14151, Ending Radical and Wasteful Government
DEI Programs and Preferencing.

23 ORDER GRANTING PLAINTIFFS' THIRD
24 MOTION FOR PRELIMINARY INJUNCTION

1 The “**DOT Grant Conditions**” enjoined by this Order are the following terms and
2 conditions:

- 3 – Pursuant to section (3)(b)(iv)(A), Executive Order 14173, *Ending*
4 *Illegal Discrimination and Restoring Merit-Based Opportunity*, the
5 recipient or applicant agrees that its compliance in all respects with
6 all applicable Federal antidiscrimination laws is material to the
7 government’s payment decisions for purposes of section 3729(b)(4)
8 of title 31, United States Code;
- 9 – Pursuant to section (3)(b)(iv)(B), Executive Order 14173, *Ending*
10 *Illegal Discrimination and Restoring Merit-Based Opportunity*, by
11 entering into this Agreement, the recipient or applicant certifies that
12 it does not operate any programs promoting diversity, equity, and
13 inclusion (“DEI”) initiatives that violate any applicable Federal anti-
14 discrimination laws;
- 15 – The recipient or applicant agrees to comply with executive orders,
16 including but not limited to Executive Order 14168 titled Defending
17 Women From Gender Ideology Extremism and Restoring
18 Biological Truth to the Federal Government, as they relate to the
19 application, acceptance, and use of Federal funds for this project or
20 grant;
- 21 – The recipient or applicant will cooperate with Federal officials in
22 the enforcement of Federal law, including cooperating with and not
23 impeding U.S. Immigration and Customs Enforcement (“ICE”) and
24 other Federal offices and components of the Department of
25 Homeland Security in the enforcement of Federal immigration law;
- The recipient or applicant will follow applicable federal laws
pertaining to Subchapter 12, and be subject to the penalties set forth
in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8
U.S.C. § 1327, Aiding or assisting certain aliens to enter.
- The recipient or applicant must comply with other applicable federal
nondiscrimination laws, regulations, and requirements, and follow
federal guidance prohibiting discrimination;
- The recipient or applicant must comply with all applicable executive
orders as they relate to the application, acceptance, and use of
Federal funds for this Project;

- Performance under this agreement or application shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the recipient or applicant and any applicable sub-recipients. The applicable provisions to this agreement or application include, but are not limited to, the following: Bringing in and harboring certain aliens – 8 U.S.C. 1324; Aiding or assisting certain aliens to enter – 8 U.S.C. 1327; Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing; Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government; and Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.

The “**HHS Grant Conditions**” enjoined by this Order are the following terms and conditions:

- The recipient or applicant must comply with all applicable Federal anti-discrimination laws material to the government’s payment decisions for purposes of 31 U.S.C. § 372(b)(4).

(1) Definitions. As used in this clause –

(a) DEI means “diversity, equity, and inclusion.”

(b) DEIA means “diversity, equity, inclusion, and accessibility.”

(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

....

(e) Federal anti-discrimination laws means Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

(i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws;

- 1 – By applying for or accepting federal funds from HHS, recipients
2 certify compliance with all federal antidiscrimination laws and these
3 requirements and that complying with those laws is a material
4 condition of receiving federal funding streams. Recipients are
5 responsible for ensuring subrecipients, contractors, and partners also
6 comply.
- 7 – All activities proposed in your application and budget narrative must
8 be in alignment with the current Executive Orders;
- 9 – Recipients are required to comply with all applicable Executive Orders;
- 10 – Funds cannot be used to support or provide services, either directly
11 or indirectly, to removable or illegal aliens;
- 12 – By accepting this award, including the obligation, expenditure, or
13 drawdown of award funds, recipients or applicants, whose
14 programs, are covered by Title IX certify as follows:

15 The recipient or applicant is compliant with Title IX of the
16 Education Amendments of 1972, as amended, 20 U.S.C. §§
17 1681 et seq., including the requirements set forth in Presidential
18 Executive Order 14168 titled Defending Women From Gender
19 Ideology Extremism and Restoring Biological Truth to the
20 Federal Government, and Title VI of the Civil Rights Act of
21 1964, 42 U.S.C. §§ 2000d et seq., and Recipient will remain
22 compliant for the duration of the Agreement.

23 The above requirements are conditions of payment that go the
24 essence of the Agreement and are therefore material terms of the
25 Agreement.

 Payments under the Agreement are predicated on compliance
with the above requirements, and therefore the recipient or
applicant is not eligible for funding under the Agreement or to
retain any funding under the Agreement absent compliance with
the above requirements.

 The recipient or applicant acknowledges that this certification
reflects a change in the government's position regarding the
materiality of the foregoing requirements and therefore any prior
payment of similar claims does not reflect the materiality of the
foregoing requirements to this Agreement.

1 The recipient or applicant acknowledges that a knowing false
2 statement relating to recipient's or applicant's compliance with
3 the above requirements and/or eligibility for the Agreement may
4 subject the recipient or applicant to liability under the False
5 Claims Act, 31 U.S.C. § 3729, and/or criminal liability,
6 including under 18 U.S.C. §§ 287 and 1001.
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23 ORDER GRANTING PLAINTIFFS' THIRD
24 MOTION FOR PRELIMINARY INJUNCTION



INTERLOCAL AGREEMENT
County Lead Agency (CLA) - Early Support Services

THIS CONTRACT is made and entered into by and between the State of Washington, acting by and through the Department of Children, Youth, and Families, a department of Washington State government (hereinafter referred to as "DCYF") and Snohomish County, a County, (hereinafter referred to as "Contractor"), located at Human Services Dept., 3000 Rockefeller, MS 305, Everett WA 98201-3527.

CONTRACTOR BUSINESS ADDRESS

Snohomish County
Human Services Dept.
3000 Rockefeller, MS 305
Everett WA 98201-3527
TIN: 91-6001368
UBI: 313-014-461

CONTRACTOR CONTRACT MANAGER

Trisa Harris
Snohomish County ESIT Supervisor
Trisa.Harris@snoco.org
Phone: (425) 388-7332

DCYF ADDRESS

Department of Children, Youth, and Families
PO Box 40970
Olympia WA 98504-0970

DCYF PROGRAM CONTRACT MANAGER

Jessica Baffoe
Quality Improvement Specialist (QIS)
jessica.baffoe@dcyf.wa.gov
Phone: (360) 522-2776

THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:

- Health - Child Development.
- Resilience - Parents/caregivers are supported to meet the needs of their children/youth.
- Support all early learning professionals with research-based professional development and resources.

THE PURPOSE OF THIS CONTRACT is to ensure a local system for the provision of Part C of IDEA, Early Intervention Services, for infants and toddlers, birth through two, with disabilities and/or developmental delays, and their families.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. CONTRACT MANAGEMENT

a. Contract Managers

- (1) The Contract Manager as shown on page 1 for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.
- (2) Each party shall provide the other party with written notice of any changes of the name and contact information regarding either party's designated Contract Manager. The written notice shall not be effective until fourteen business days from the date of mailing. The requirements contained in the Section titled Contractor Staff of exhibit D shall apply to this Section (Section 1.a).

b. Notices

- (1) Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing, properly addressed, and either emailed, delivered in person or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the addresses listed in Section 1.a.

- (2) Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four calendar days after mailing or emailing. The notice address as provided herein may be changed by written notice given as provided on page 1.

2. EXHIBITS AND ATTACHMENTS

Attached hereto and incorporated herein as though set forth in full are the following exhibits and attachments:

- Exhibit A - Statement of Work
- Exhibit B - Budget Report
- Exhibit C - Deliverables Report
- Exhibit D - General Terms and Conditions
- Exhibit E - Budget Workbook Definitions and Instructions
- Exhibit F - Training and Credential Requirements
- Exhibit G - Regional-County-Local Early Childhood Interagency Coordinating Council
- Exhibit H - Local ESS Collaboration Plan
- Exhibit I - Service Area Agreement Guidance
- Exhibit J - ESIT Provider Agency-ESIT Service Provider Subcontract Requirements
- Exhibit K - Personnel Qualification Guidelines
- Exhibit L - Developmental Screening - Appropriate Use
- Exhibit M - ESIT PBC Logic Model
- Attachment 1 - Confidentiality and Non-Disclosure Agreement
- Attachment 2 - Certification of Data Disposition
- Attachment 3 - Federal Certifications and Assurances

The parties agree that the exhibits and attachments listed in this paragraph shall be enforceable against the parties and are a part of this Contract.

3. STATEMENT OF WORK

The Contractor shall perform the activities and obligations as set forth and described in Exhibit A. The Contractor shall also furnish the necessary personnel, equipment material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work as set forth and described in Exhibit A. The Contractor shall provide the services, goods, products and activities at the costs set forth in this Contract.

4. PERIOD OF PERFORMANCE

The effective date of this contract, shall commence on July 1, 2025 and must be completed on or before July 31, 2026. Performance on this Contract shall not begin before the effective date.

The funding period of this Contract is from July 1, 2025 through June 30, 2026 and all services must be provided by June 30, 2026; however, the end date of this contract is extended to July 31, 2026, to allow time for data to be received and final reports to be completed.

5. COMPENSATION

The cost of accomplishing the work described in this Contract shall not exceed \$20,795,750.16. Any additional authorized expenditures, for which reimbursement is sought, must be submitted as written documentation to the DCYF Contract Manager for pre-approval by the DCYF Secretary or the Secretary's delegate as described in this Contract, and established by a written Contract Amendment. Exhibit B is an actual budget of the costs associated with this Contract. If the Contractor reduces its prices for any of its services during the term of this Contract, DCYF shall receive the immediate benefit of such lower prices for services following the price reduction. Compensation for services will be paid upon the timely completion of services as described in Exhibit A and is contingent upon acceptance of relevant work products and approval of vouchers by DCYF as described in this Contract.

6. BILLING PROCEDURE

- a. The Contractor shall submit, not more than semi-monthly, properly completed A-19 vouchers (the "voucher") to one of the following:

The Department of Children, Youth, and Families
Attn: Jessica Baffoe
PO Box 40970
Olympia WA 98504-0970

Or, email a scan of an original, signed A-19 voucher directly to the DCYF Contract Manager at esit.reports@dcyf.wa.gov

- b. Payment to the Contractor for approved and completed work shall be made by warrant or Electronic Funds Transfer by DCYF and considered timely if made within 30 days of receipt of a properly completed voucher. Payment shall be sent to the address designated by the Contractor and set forth in this Contract.
- c. Each voucher must clearly reference the DCYF Contract Number and the Contractor's Statewide Payee Registration number assigned by the Office of Financial Management (OFM).
- d. Properly completed vouchers and attachments completed by the Contractor must contain the information described in Exhibit A under the Section titled "Compensation and Voucher Payment".
- e. For Statewide Payee Registration: OFM maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct deposit. The Contractor must be registered in the Statewide Payee Registration system, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>, prior to submitting a request for payment under this Contract. No payment shall be made until the Statewide Payee Registration is complete.
- f. Upon the expiration of this Contract, any claim for payment or voucher not already made shall be submitted to DCYF no later than forty-five (45) days following the expiration date of this Contract. In the event the Contractor does not provide to DCYF a claim for payment or voucher within forty-five (45) days following the expiration date of the Contract, DCYF shall have no obligation to pay such claim for payment or voucher even if the service or product has been delivered and/or accepted. The final voucher shall certify that the Contractor has completed all requirements of this Contract.

7. SIGNATURES

THIS CONTRACT, including the exhibits and attachments described in Section 2, is executed by the persons signing below who warrant they have read and understand this Contract, including the exhibits and attachments. The persons signing below further represent they have the authority to execute this Contract.

Snohomish County

Harper, Lacey

Digitally signed by Harper,
Lacey
Date: 2025.08.22
09:20:29 -07'00'

Signature

Lacey Harper

Name

Executive Director

Title

August 22, 2025

Date

DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES

Robin Atwood

Signature

Robin Atwood

Name

Contract Specialist

Title

8/26/2025

Date



Exhibit A - Statement of Work

Table of Contents

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1. DEFINITIONS

- a. **"Administrative Indirect"** per WAC 110-400-0030 means indirect costs such as general management compensation, joint facility costs, contract administration, fiscal services, and general office supplies that are not allocated to direct services for infants, toddlers, and their families.
- (1) Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Such indirect expenses could include administrative, facilities, general office supplies, or other costs.
 - (2) After direct costs have been determined and assigned to the contract, indirect costs are those remaining to be allocated benefiting Early Support Services. Typical examples of indirect cost for many organizations may include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, general administration, and general expenses (i.e., salaries and expenses of executive officers, personnel administration, and accounting).
 - (3) The purpose of assigning indirect costs is to "facilitate equitable distribution of indirect expenses to the cost objective service (i.e., Early Support Services contract), when there are other departments within an agency also receiving benefits."

(a) For Example:

Direct Administrative Costs	Indirect Administrative Costs
% of administrator time directly focused on Early Support Services activities	Office supplies shared by multiple programs/cost centers
Program supplies (materials for the provision of Early Support Services)	% of program directors' time spent on agency-wide administrative functions such as board meetings, finance, etc.
Facilities – service provider space or playgroup space (if it is not shared with any other program)	Facilities – shared spaces such as conference rooms
Direct service providers completing documentation for billing	Staff time for personnel responsible for billing for multiple programs that cannot be tracked by program
Part C of IDEA required transition activities Staff time to complete billing for multiple programs that can	

be tracked by program	
Determining if staff time is a direct or indirect/admin cost: If staff are able to track the % of their time designated to Early Support Services allowable activities this is an allowable direct administrative cost.	

- b. **“CFR”** means Code of Federal Regulations.
- c. **“Clinical Supervision”** means a formal and discipline specific working alliance in which the supervisee's clinical (direct service) work is reviewed and reflected upon, by a senior level practitioner to support the supervisee with their work and professional development.
- d. **“Conflict of Interest”** means a situation in which a person or organization is involved in multiple interests, financial or otherwise, and serving one interest could involve working against another. Typically, this relates to situations in which the personal interest of an individual or organization might adversely affect a duty owed to make decisions for the benefit of a third party. For example: Part C of IDEA Contractors cannot make a unilateral decision to serve children ages 0-3 in private therapy without documenting that a parent has met with a qualified ESIT Service Provider staff and made an informed decision about declining Early Support Services, including receiving their Parent Rights.
- e. **“Contractor”** means one not employed by the DCYF that is the individual or entity performing services pursuant to this contract and includes the contractor's owners, members, officers, directors, partners, employees, and agents, unless otherwise stated in this contract. For purposes of any permitted subcontract, “Contractor” includes any Subcontractor and its owners, members, officers, director, partners, employees, and/or agents.
- f. **“Cost Principles”** are federal regulations that help determine eligible costs for specific activities identified in contracts and outline financial management requirements. They include a number of general factors that affect the allowability of all expenditures, including the necessity, reasonableness, and allocability of the expenditure as a direct charge to the IDEA Part C program. Necessary means expenditures that are driven by the purpose of the ESIT's mission and vision, and ultimately the needs of infants and toddlers with disabilities and their families. Reasonable means expenditures for goods and services do not cost more than a typical person, with ordinary prudence, would pay under the same circumstances. Allocable means that in instances where there is shared benefit, the programs involved will need to establish a methodology for determining what portion of the costs should be ascribed to each of the programs. The proportionate share of the costs that should be attributed to the Part C of the Individuals with Disabilities Education Act (IDEA) program should correspond to the amount of benefit that the program is receiving and, if other programs are receiving benefit that they also contribute to the costs.
- g. **“County Lead Agency or “CLA”** means the four (4) designated county organizations, under contract with DCYF, to ensure through subcontracts with ESIT Provider Agencies and ESIT Service Providers, that Early Support Services are provided countywide (King, Pierce, Snohomish, and Spokane), in accordance with the CLA's contract with DCYF, Part C of IDEA, and Washington's Federally Approved State Plan. A CLA may be authorized by DCYF to provide low incidence services based on identified need.
- h. **“DCYF” or the “Department of Children Youth and Families”**, of the State of Washington; means any division, section, office, unit, or other entity of DCYF; or any of the officers or other officials lawfully representing DCYF. DCYF is the State Lead Agency designated by the Governor to administer Part C of IDEA in Washington State.
- i. **“Decision Tree”** means a tool the IFSP team uses to help select a Child Outcome Summary (COS) descriptor statement in three areas: a) positive social relationships, b) acquiring and using new skills, and c) taking action to meet their needs.
- j. **“DMS” or “Data Management System”** means the ESIT data management system and the database used by ESIT Provider Agencies, ESIT Service Providers, and Subcontractors to enter required State and Federal data.
- k. **“ESIT” or “Early Support for Infants and Toddlers”** means the Part C of IDEA Statewide program.

- l. **“ESIT Credential”** means that all Initial training requirements have been met and the ESIT service provider is fully qualified to provide Part C services in their discipline. The Credential is valid for 3 years.
- m. **“ESIT Provider Agency”** means any DCYF approved organization including but not limited to a public, private, tribal, or non-profit entity including a School District, that provides all Early Support Services including Family Resources Coordination in accordance with the CLA or ESIT Provider Agency contract with the DCYF, Part C of IDEA, and Washington’s Federally Approved State Plan regardless of whether or not the entity receives federal funds under Part C of IDEA. (Listed as EISPA in WAC 110-140).
- n. **“Early Support Services” or “ESIT Services” or “Services”** means direct “early
- o. **“Intervention services”**, as defined in Part C of IDEA, and the Washington State Policies and Procedures, Policy 2 Definitions. (Sec. 303.13 Early intervention services - Individuals with Disabilities Education Act)
- p. **“ESIT Service Provider”** means an individual, that is either an employee or Subcontractor, who provides Early Support Services in accordance with the CLA or ESIT Provider Agency contract with the DCYF, Part C of IDEA, and Washington’s Federally Approved State Plan regardless of whether or not the entity or individual receives federal funds under Part C of IDEA.
- q. **“FRC” or the “Family Resources Coordinator”** is the individual who assists an eligible child and his/her family in gaining access to the Early Support Services and other resources, as identified in the IFSP, and in receiving their rights and procedural safeguards of the ESIT program, and as further defined in the DCYF State Plan Part II, Policy 2 Definitions and under Service Coordination (case management) in 34 CFR §303.34.
- r. **“FERPA”** means the “Family Education Rights and Privacy Act” of 1974, as amended, codified as 20. U.S.C. 1232g; 34 CFR part 99 and is the federal law that protects the privacy of student [child] records.
- s. **“IFSP” or the “Individualized Family Service Plan”** means the written plan required for providing Early Support Services to an eligible child and the child’s family, per Washington’s Federally Approved State Plan.
- t. **“Interagency Agreement”** is the means by which two governmental entities contract with each other per RCW 39.34.
- u. **“Local Early Support Services Collaboration Plan”** means a local plan that is facilitated and monitored by the CLA or developed and implemented by ESIT Provider Agencies in the CLA service area, with advice and assistance from the Early Childhood Interagency Coordinating Council. Participant’s signatures document their contribution to the plan. This Plan ensures collaboration and coordination of Early Support Services in the designated service area.
- v. **“MOA” or “Memorandum of Agreement” and “MOU” or “Memorandum of Understanding”** means a written document between parties to support cooperative work on an agreed upon project or meet an agreed upon objective by clarifying the relationship between organizations and clearly outlining which services in the community each party is responsible for.
- w. **“Part C of IDEA”** means the Infants and Toddlers with Disabilities program under the federal Individuals with Disabilities Education Improvement Act of 2004, as amended, codified as 20 USC §§1400.631 – 1400.644 and regulated under 34 CFR §303.
- x. **“Referral”** means any infant and toddler, under the age of three years, potentially eligible for Early Support Services under Part C of IDEA that has been identified and referred for evaluation to an ESIT Provider Agency or ESIT Service Provider.
- y. **“Regional/County/Local Early Childhood Interagency Coordinating Council” or “CICC”** means a geographic entity comprised of membership from various early childhood programs/initiatives, parents and other service providers to coordinate and enhance existing Early Support Services and assist each community to meet the needs of infants and toddlers with

disabilities and their families as outlined in RCW 43.216.574. The SICC shall identify and work with Regional/County/Local Early Childhood Interagency Coordinating Councils.

- z. **“Resident School District Catchment Area”** means the geographic boundaries delineating residency of students of students as defined by the Office of Superintendent of Public Instruction.
- aa. **“State Plan” or “Washington’s Federally Approved State Plan”** means the application for a state administered grant that meets the requirements in 34 CFR §7.1 and 34 CFR §303 Sub-parts B and C.
- bb. **“State Performance Plan/Annual Performance Report” (SPP/APR)** means a state performance plan/annual performance report that evaluates the state’s efforts to implement the requirements and purposes of Part C of IDEA and describes how the state will improve its implementation. The SPP/APR includes indicators that measure child and family outcomes and other indicators that measure compliance with the requirements of Part C of IDEA
- cc. **“Statement of Work”** – The detailed description of services to be performed by the Contractor and set forth in the contract.
- dd. **“Subcontractor”** means a person, partnership, company, or other entity that is not in the employment of or owned by Contractor and that is performing services under this contract under a separate contract with or on behalf of the Contractor. The terms “Subcontractor” and “Subcontractors” mean Subcontractor(s) in any tier.
- ee. **“Three Prong Approach”** means a protocol for addressing vision and hearing at initial IFSP and annual reviews which identify risk factors and follow up plan to address if needed. The three components include parent interview and review of medical records, a developmental checklist, and observation of eyes, ears, and behaviors.
- ff. **“Under Public Supervision”** means services provided through a program funded by federal, State, or local public monies, and services provided through a private provider, but whose services are supervised or paid for by a public agency.
- gg. **“WAC” or “Washington Administrative Code”** means rules that codify the regulations of the executive branch agencies and are issued by authority of statutes.

2. **AUTHORITIES AND STANDARDS FOR EARLY SUPPORT SERVICES UNDER THIS CONTRACT**

- a. The full text for each of the authorities and standards that must be followed for implementation of the ESIT program, under this Contract, as listed below.
- b. Individuals with Disabilities Education Act (IDEA), Part C (20 USC Code Subchapter III): <https://sites.ed.gov/idea/statute-chapter-33/subchapter-III>
- c. Individuals with Disabilities Education Act (IDEA) Part C Regulations (Part 303)—Early Intervention Program for Infants and Toddlers with Disabilities: <https://sites.ed.gov/idea/regs/c>
- d. Family Educational Rights and Privacy Act (FERPA) Regulations (34 CFR Part 99): <https://www.ecfr.gov/current/title-34/part-99>
- e. OMB Uniform Guidance Subpart E (2 CFR § 200):**Error! Hyperlink reference not valid.** <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- f. Revised Code of Washington (RCW), Chapter 43.216 RCW Department of Children, Youth and Families – Early Childhood Education and Assistance. <https://app.leg.wa.gov/RCW/default.aspx?cite=43.216>
- g. Washington Administrative Code (WAC) (Chapter 110-400 WAC): <https://apps.leg.wa.gov/wac/default.aspx?cite=110-400>
- h. Washington’s Federally Approved State Plan, including:
 - (1) Part I Washington State’s IDEA, Part C Grant Application for current Federal Fiscal Year <https://www.dcyf.wa.gov/sites/default/files/pdf/reports/ESIT-StatePlan2018.pdf>

- (2) Part II Washington's State Policies, Procedures, Methods, Descriptions, and Assurances:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/policies-procedures>.

3. SCOPE OF WORK

- a. The Contractor must implement all County Lead Agency (CLA) Administrative and Oversight provisions in this scope of work and implement and/or Subcontract the ESIT Service Provisions in the Exhibit titled *ESIT Provider Agency-ESIT Service Provider Subcontract Requirements*.
- b. The Contractor must ensure the provision of staff and Early Support Services, in accordance with Sec. 303.13 Early Intervention Services - Individuals with Disabilities Education Act, within the constraints of the approved Budget, FTE(s), and as defined in the Exhibit titled *Fiscal Workbook Definitions and Instructions*; and otherwise all things reasonably necessary for, or incidental to, the performance of the work, as set forth in this Contract.
- c. County Lead Agency (CLA) Administrative Functions and Oversight: The Contractor must provide oversight and support to ESIT Provider Agencies in King, Snohomish County as well as carry out all administrative functions associated with operating the CLA including but not limited to the following:
 - (1) Internal Agency Policies and Procedures: The Contractor must:
 - (a) Establish and implement written internal agency policies and procedures that comply with Federal and State requirements, including WACs and the DCYF policies and procedures. These internal policies and procedures must include but not be limited to the administration and fiscal management of the CLA, subcontracting and providing oversight of ESIT Provider Agencies, carrying out monitoring and quality assurance activities and providing training and technical assistance to ESIT Provider Agencies.
 - (2) Administration and Management: The Contractor must:
 - (a) Ensure there are sufficient administrative personnel with necessary expertise to manage and operate the CLA and provide oversight of any Subcontractors to ensure compliance with State and federal requirements.
 - (b) Meet regularly with ESIT Provider Agencies to assess program's strengths and needs and ensure there is sufficient capacity to manage and operate the ESIT Provider Agencies.
- d. Early Support Service Area: The Contractor must:
 - (1) Provide administrative support to ESIT Provider Agencies to ensure they have the capacity to serve all children referred and found eligible for Early Support Services within their designated service area boundaries as outlined in the service area agreement.
 - (2) The Contractor must ensure a response to all Referrals and provide all Early Support Services for those children found eligible within the following Resident School District Catchment Area (s), by OSPI Assigned County:

Snohomish	Arlington School District
Snohomish	Darrington School District
Snohomish	Edmonds School District
Snohomish	Everett School District
Snohomish	Granite Falls School District
Snohomish	Index School District
Snohomish	Lake Stevens School District
Snohomish	Lakewood School District
Snohomish	Marysville School District
Snohomish	Monroe School District
Snohomish	Mukilteo School District
Snohomish	Snohomish School District
Snohomish	Stanwood-Camano School District (Snohomish Co)
Snohomish	Sultan School District
King	Northshore School District (Snohomish Co)
 - (3) Ensure that for each Resident School District Catchment Area located within two

counties, a Service Area Agreement, MOU, or MOA that defines service area boundaries when more than one CLA ESIT Provider Agency is serving a Resident School District Catchment Area is developed, reviewed annually, approved, and submitted to DCYF by December 31st of the contract period, if applicable.

e. Child Find and Public Awareness: The Contractor must:

- (1) Ensure ESIT Provider Agencies document completed child find/public awareness activities with a focus on unserved and underserved populations for King, Snohomish County and submit to the DCYF upon request to ESIT.Reports@dcyf.wa.gov.
- (2) Facilitate the annual review of ESIT Provider Agency, County and Statewide child find data and public awareness activities and make amendments to the Local Early Support Services Collaboration Plan Child Find/Public Awareness activities as appropriate to ensure targeted identification of underserved populations.
- (3) Facilitate development of local public awareness materials, submit materials to ESIT.reports@dcyf.wa.gov, for approval by the DCYF at least 30-days prior to use or as soon as possible for urgent/emergent activities.

f. Referral: The Contractor must:

- (1) Coordinate the Referral process within the designated county of the CLA and establish and implement protocols to ensure all Referrals are responded to by ESIT Provider Agencies with whom the CLA subcontracts. These protocols may include a central CLA service area Referral entity, an agreement among ESIT Provider Agencies on how Referrals will be managed, reviewing data on Referrals from ESIT Provider Agencies, etc.
- (2) Ensure that all Referrals are entered into the DMS within three (3) business days of receipt. The referral date is the date the referral was received by the ESIT Provider Agency or Central Intake for the service area, whichever is earlier.
- (3) Ensure that a designated qualified ESIT Provider Agency staff (FRC or Intake Coordinator) contacts the family within three (3) business days of receiving the Referral and documents the family's informed consent to accept or decline Part C of IDEA for all Referrals.
- (4) Ensure ESIT Provider Agency assigns an FRC to the family within five (5) business days of family's consent to participate in Early Support Services.
- (5) Ensure ESIT Provider Agency assigns an FRC in the DMS at least one (1) day prior to the FRCs first visit.
- (6) Submit upon request, to the DCYF, documentation that a qualified ESIT Provider Agency Service Provider (FRC or Intake Coordinator):
 - (a) Provided and reviewed Parent Rights with the parent(s)/guardian(s), and
 - (b) Obtained written documentation of the family's informed decision to accept or decline participation in Part C of IDEA for all Referrals.

g. Teaming: The Contractor must:

- (1) Facilitate ESIT Provider Agency's use of multidisciplinary teaming practices as outlined in written guidance regarding conducting evaluations and assessments, completing child outcome measurement ratings, developing IFSPs and conducting IFSP reviews, and in providing coordinated IFSP services in accordance with the DCYF recommended practices.

h. Screening, Evaluation, and Assessment: The Contractor must:

- (1) Support ESIT Provider Agencies in establishing internal processes to ensure screenings, evaluations, and assessments are carried out and conducted in accordance with the following:
 - (a) 34 CFR 303.321 Part C of IDEA
 - (b) DCYF Policies and Procedures

<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/policies-procedures>

(c) DCYF Practice Guides:

<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>

(d) Exhibit titled Qualified Personnel Guidelines:

https://www.dcyf.wa.gov/sites/default/files/pdf/esit/Qualified_Personnel_Guidelines.pdf

(e) Exhibit Titles Developmental Screening-Appropriate Use:

<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/contract-materials>

- (2) Ensure ESIT Provider Agencies use the Three Prong Approach protocol to document vision and hearing screenings for every child's initial evaluation and annual assessment.
- (3) Ensure ESIT Provider Agencies enter eligibility information into the DMS within ten (10) business days of the event.
- (4) Ensure ESIT Provider Agencies enter COS information into the DMS within ten (10) business days

i. Timely IFSP Meetings and Service Provision in Accordance with the IFSP:

The Contractor must:

- (1) Support ESIT Provider Agencies in establishing internal processes to ensure the following IFSP meetings are held in accordance with Part C of IDEA timelines and that IFSP services are provided in a timely manner:
 - (a) An initial IFSP meeting to develop an initial IFSP for children who are determined eligible for Part C of IDEA, within forty-five (45) calendar days of Referral.
 - (b) An IFSP review at least every six (6) months or more frequently if warranted.
 - (c) An annual IFSP meeting to evaluate the IFSP within 365 calendar days of the initial IFSP.
 - (d) An IFSP meeting to develop a transition plan for every child. This meeting can be combined with any IFSP meeting A transition conference for children potentially eligible for Part B, unless declined by the family, at least ninety (90) days prior to the child's third (3rd) birthday.
- (5) Review and verify data to account for the reasons for delays, including exceptional family circumstances, impacting the timeliness of IFSP meetings as outlined in the ESIT program policies and procedures and the Late Services – Provision and Documentation Practice Guide:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
- (6) Ensure ESIT Provider Agencies engage all families in the Entry and Exit COS process utilizing the Decision Tree as described in the DCYF Child Outcome Summary Process: Engaging Families in a Meaningful Way Practice Guidance:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>

j. Family Resources Coordination: The Contractor must:

- (1) Ensure ESIT provider agencies hire sufficient personnel to respond to Referrals and provide FRC services within a maximum caseload ranging from forty-five (45) to fifty-five (55) active IFSPs per 1.0 full-time equivalent (FTE) performing core service coordination activities and functions in accordance with ESIT Policy and Procedures. Caseload must be adjusted proportionately when assigned other duties. In no case, can an FRC caseload exceed fifty-five (55) for more than sixty (60) days without an exception to policy

waiver submitted to the DCYF for approval. Ensure ESIT Provider Agencies assign an FRC in the DMS at least one (1) business day prior to the FRCs first scheduled visit.

- (2) Ensure all FRCs hold a current ESIT Credential in accordance with the following document located on the DCYF website titled FRC Credential Guidance:
<https://www.dcyf.wa.gov/services/early-learning-providers/qualifications/esit/training>
- (3) Ensure ESIT Provider agencies support the FRC as an integral team member and facilitator of the IFSP process, in the provision of Early Support Services along with other ESIT service providers.
- (4) Ensure that ESIT Provider Agencies have a plan in place to assure there is no break in FRC services.
- (5) Ensure ESIT Provider agencies carry out all FRC activities as outlined in the ESIT program policies and procedures, and 34 CFR 303.34, including but not limited to providing parent rights and procedural safeguards, facilitating IFSP meetings, coordinating Early Support Services, assisting families in accessing community resources, etc.

k. Early Support Service Provision: The Contractor must:

- (1) Ensure ESIT Provider Agencies provide timely services in accordance with the IFSP and Part C of IDEA.
- (2) Ensure a monthly service (which includes family resource coordination) was provided in order to access funding for Early Support Services.
- (3) Ensure Early Support Services are initiated within thirty (30) days of the parent's signature or on or before the planned start date on the IFSP.
- (4) Ensure the documentation of late other and exceptional family circumstances, impacting the timeliness of initiating IFSP services are in accordance with the DCYF program policies and procedures and the Late Services – Provision and Documentation Practice Guidance:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
Ensure

l. Natural Environments: The Contractor must:

- (1) Ensure ESIT Provider Agencies provide all services in the child's natural learning environment(s) unless:
 - (a) A justification is provided as to why the child's outcome(s) cannot be met in a natural environment, and
 - (b) A plan addressing a limited time period for providing Early Support Services in a setting other than a natural learning environment is included as outlined in the DCYF policies and procedures and Natural Environments Practice Guide:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>

m. Evidence-based/Promising Practices: The Contractor must:

- (1) Ensure ESIT Provider Agencies use evidence-based and/or promising practices from practitioner's professions that meet the needs of children and families and promote and strengthen the capacity of parents and other caregivers to provide everyday learning opportunities for their child and increase child participation in daily activities and family routines.
- (2) Ensure ESIT Provider Agencies use Family Centered, Coaching and Teaming practices to meet the needs of children and families and promote and strengthen the capacity of parents and other caregivers to provide everyday learning opportunities for their child and increase child participation in daily activities and family routines as described in the ESIT Guiding Concepts:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>

n. Transition: The Contractor must:

- (1) Support ESIT Provider Agencies in establishing internal processes, in accordance with Part C of IDEA and DCYF policies and procedures, to ensure the identification, notification, and transition process occurs.
- (2) Ensure a transition plan is developed for every child with an active IFSP at least ninety (90) days, and at the discretion of all parties, not more than nine (9) months, prior to the child's third (3rd) birthday.
- (3) Ensure a transition conference is held for every child determined to be potentially eligible for Part B services, unless declined by the child's family:
 - (a) No later than ninety (90) days prior to the child's third (3rd) birthday, and at the discretion of all parties, not more than 9 months before the child's third birthday.
 - (b) If timely notification is provided and Part B does not respond or fails to attend the transition conference, the ESIT provider agency must still hold the transition conference and use the conference meeting to develop or revise the transition plan in the child's IFSP.
 - (c) For those children determined not potentially eligible or those who have opted-out of the notification to Part B, reasonable efforts must be made to convene a transition conference among the ESIT Provider Agency, the family, and providers of other appropriate services for the child.
- (4) Ensure the identification of children who are potentially eligible for Part B services or who have opted-out of the Part B notification are entered into the DMS.
- (5) Ensure no information has been sent to the resident school district when a family has opted-out of the Part B notification.
- (6) Ensure late referrals are processed in accordance with the "Late Services – Provision and Documentation – Practice Guide" <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
- o. Procedural Safeguards: The Contractor must:
 - (1) Ensure ESIT Provider Agencies Implement all procedural safeguards requirements in accordance with the DCYF policies and procedures.
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/policies-procedures>
- p. Confidentiality: The Contractor must
 - (1) Ensure ESIT Provider Agencies protect the confidentiality of any personally identifiable data, information and records collected, maintained, or used in accordance with Part C of IDEA, HIPPA standards, and DCYF requirements and maintain a written record of parties obtaining access to records collected, obtained, or used under Part C of IDEA
- q. Dispute Resolution: The Contractor must:
 - (1) Support ESIT Provider Agencies in resolving any disputes at the lowest possible level.
 - (2) Facilitate the resolution of local interagency disputes in accordance with dispute process outlined in the Local Early Support Services Collaboration Plan.
 - (3) Ensure the CLA and ESIT Provider Agencies maintain records of information related to both informal and formal disputes and complaints, how they were resolved, and submit to DCYF upon request.
- r. Staffing: The Contractor must:
 - (1) Support recruitment and retention efforts of ESIT Provider Agencies to ensure sufficient personnel to respond to Referrals.
 - (2) Facilitate efforts to access personnel across counties or regions to ensure that ESIT Provider Agencies in the designated county of the CLA have adequate staffing to ensure timelines are met and to ensure that no child and family goes unserved and planning for future personnel needs based on Referral trend data.
 - (3) Ensure Early Support Services are provided Under Public Supervision.

- (4) Ensure that all ESIT Service Providers are properly licensed and/or certified, including the ESIT Credential, when made available by the DCYF, within the State of Washington per the Exhibit titled *Qualified Personnel Guidelines*, unless an exemption has been approved by the DCYF, as related to their employing agency's requirements, and such documentation of the assurance method used is on file.

<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/training>

s. Personnel Development/Training and Technical Assistance: The Contractor must:

- (1) Ensure any new CLA Coordinator requests and completes orientation, from the DCYF before the end of the Contract period.
- (2) Ensure ESIT Provider Agencies have a comprehensive plan for recruitment and retention of ESIT Service Providers.
- (3) Ensure all ESIT Service Providers create an account within the DCYF training portal:
<https://dcyftraining.com>
- (4) Ensure ESIT Provider Agency staff, ESIT Service Providers, and subcontractors complete required training through the DCYF training portal as outlined in Exhibit titled "Training and Credential Requirements":
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/training>.
- (5) Ensure all ESIT Provider Agency staff, ESIT Service Providers, and subcontractors create an account within the DCYF Learning Management System to complete required training.
- (6) Ensure ESIT Provider Agencies maintain at least one training contact with an account in the DCYF Learning Management System to track training completion for staff.
 - (a) Complete the following form to request access for a new training contact:
<https://app.smartsheet.com/b/form/fc026826ba22476cb03a1e5e259196f>
- (7) Disseminate information about ongoing professional development opportunities offered by the DCYF as advertised on the DCYF website, ESIT Weekly, Training Tidbit Tuesday Newsletter, and other communications.
- (8) Assist ESIT Provider Agencies in accessing and providing training and TA support using the DCYF developed resources (e.g. practice guides, clarification memos) and the DCYF developed training materials to support understanding and implementation of Part C of IDEA requirements and the use of evidence-based and/or promising practices as appropriate.
- (9) Assist ESIT Provider Agencies in accessing and providing training and TA support from external resources to support understanding and implementation of Part C of IDEA requirements and the use of evidence-based and/or promising practices including but not limited to Promoting First Relationships (PFR), Home Visiting Rating Scale (HOVRS), and Parent Coaching methodologies.
- (10) Ensure ESIT Provider Agencies provide employee orientation training on current DCYF policies, procedures, and other guidance documents.
- (11) Ensure ESIT Provider Agencies disseminate the DCYF resource materials to ESIT Service Providers and Subcontractors and invite participation in other training and technical assistance opportunities.
- (12) Ensure ESIT Provider Agencies and Subcontractors seek DCYF approval prior to adapting any DCYF provided forms/publications.
- (13) Ensure ESIT Provider Agencies and Subcontractors submit new and revised training and guidance materials developed using sources outside of the DCYF provided materials to <mailto:ESIT.Reports@dcyf.wa.gov> for DCYF review and final approval at least 30-days prior to use, or as soon as possible for urgent or emergent events
- (14) Upon request, participate in the development and review of statewide guidance materials.

t. Conflict of Interest: The Contractor must

- (1) Monitor ESIT Provider Agencies status related to Conflict of Interest in collaboration with the DCYF.
 - (2) Ensure that ESIT Provider Agencies avoid a Conflict of Interest or the appearance of a Conflict of Interest, including but not limited to the abstention from soliciting families enrolled in Early Support Services for private business or personal economic gain. For Example:
 - (a) Part C of IDEA Contractors cannot make a unilateral decision to serve children ages 0-3 in private therapy without documenting that a parent has met with a qualified ESIT Provider Agency staff (FRC or Intake Coordinator) and made an informed decision about declining participation in Early Support Services, including receiving their Parent Rights.
 - (b) ESIT Provider Agencies and Subcontractors cannot make a unilateral decision to serve children ages 0-3 residing outside of their service area without first referring the child to the ESIT Provider Agency serving the child's Resident School District Catchment Area. If a parent chooses to enroll with an ESIT Provider Agency outside their service area, documentation must be provided, upon request, that:
 - i. The parent met with a qualified ESIT Provider Agency staff from the child's Resident School District Catchment Area (FRC or Intake Coordinator), and
 - ii. Made an informed decision about declining participation in Early Support Services, including receiving their Parent Rights, and/or
 - iii. Obtain approval from DCYF of an exception based on a family's unique needs or circumstances or the Child's Resident School District ESIT Provider Agency capacity. This exception allows the ESIT Provider Agency in the out of service area to bill for applicable DCYF funding.
- u. Background Checks: The Contractor must
- (1) Monitor that background checks are completed once every three years for all employees and in accordance with the following State legal requirements for background checks:
 - (a) RCW 43.43.830 <https://app.leg.wa.gov/RCW/default.aspx?cite=43.43>,
 - (b) Chapter 110-06 WAC <https://app.leg.wa.gov/wac/default.aspx?cite=110-06&full=true> and
- v. Local Early Support Services Collaboration Plan: The Contractor must
- (1) Facilitate or review and approve the development of Local Early Support Services Collaboration Plan(s) or Local Strategic Plan(s), as outlined in the Exhibit titled "Local Early Support Services Collaboration Plan, with all ESIT Provider Agencies in the designated county of the CLA, to ensure high quality, equitable Early Support Services that addresses:
 - (a) Early Support Services Accountability
 - (b) Child Find, Outreach, and Referral Activities
 - (c) Evaluation and Assessment
 - (d) Family Resources Coordination
 - (e) Transition responsibilities with school districts and other early childhood partners (e.g. Head Start, ECEAP, etc.),
 - (f) Dispute resolution procedures for grievances and formal complaints among local agencies.
 - (g) Signatures of participants
 - (2) The plan(s) must include Service Area Agreements, as necessary to ensure that no child and family goes unserved or to delineate service area coverage when there is more than one ESIT Provider Agency serving an identified Resident School District Catchment Area as outlined in Exhibit titled Service Area Agreement Guidance.

- (3) The plan(s) must be reviewed annually, and changes submitted to DCYF in accordance with the Exhibit titled *Local Early Support Services Collaboration Plan*.
 - (a) Signatures for reviews are not required
 - (b) Maintain documentation that collaborators were involved in the review and provide to the DCYF upon request.
- w. Regional/County/Local Early Childhood Interagency Coordinating Council: The Contractor must:
 - (1) Participate in and support a Regional/County/Local Early Childhood Interagency Coordinating Council (CICC) or Early Learning Coalition (ELC), within the geographic Early Support Services area, to advise and assist the Contractor in the implementation of local Early Support Services in accordance with RCW 43.216.574 and in collaboration with other applicable advisory committees and early learning coalitions.
 - (2) Actively support recruitment, as applicable, of parents of children with disabilities and developmental delays and other community partners as members in accordance with the Exhibit titled *Regional-County-Local Early Childhood Interagency Coordinating Council*: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/contract-materials>
 - (3) Participate in meetings as outlined in the Exhibit titled *Regional-County-Local Early Childhood Interagency Coordinating Council*.
 - (4) Maintain documentation (e.g., minutes, sign-in sheet) of participation in CICC/ELC meetings.
- x. Agency Administration and Management: The Contractor must ensure ESIT Provider Agencies have sufficient administrative personnel with necessary expertise to manage and operate the agency and provide oversight of any Subcontractors to ensure compliance with state and federal requirements.
- y. Contract Monitoring and Quality Assurance: The Contractor must:
 - (1) Use contract management oversight procedures and carry out monitoring and quality assurance activities to ensure contract compliance of ESIT Provider Agencies under contract with the CLA.
 - (2) Assist the DCYF with ensuring data collected for Washington State's State Performance Plan/Annual Performance Report is accurate and conduct verification of correction of findings as issued by DCYF for SPP/APR compliance indicators for ESIT Provider Agencies under contract with the CLA.
 - (3) Support ESIT Provider Agencies under contract with the CLA to meet performance indicator targets that are part of the Washington State's State Performance Plan/Annual Performance Report and included in a Local System Improvement Plan.
 - (4) Consistent with WAC 110-400, State Policies and Procedures, and written Guidance Memos issued by the DCYF and published on the DCYF website, ensure ESIT Provider Agencies under contract with the CLA are supported in making overall program improvement.
 - (5) Verify accuracy of the Single Monthly Count (SMC) report for each ESIT Provider Agency under contract with the CLA and submit an aggregated SMC report to the DCYF.
 - (6) Provide training and TA to support ESIT Provider Agencies in implementing the DCYF Determination Levels Actions and Supports Rubric, approved improvement plans and corrective action, correcting non-compliance found in contract compliance monitoring, and/or to address known performance concerns.
 - (7) In collaboration with the DCYF, participate in the development and implementation of the ESIT Statewide Integrated Monitoring System framework, including monitoring ESIT Provider Agencies, under contract with the CLA, according to the State's monitoring cycle, using E-SIMS tools, identifying non-compliance and performance issues on quality indicators, issuing findings, and verifying correction of non-compliance. E-SIMS components include:
 - (a) Evidence-based Practices
 - (b) Data

- (c) Fiscal Accountability
 - (d) Dispute Resolution
 - (e) Child and Family Record Reviews
- (8) Consult with the designated Accountability and Quality Improvement Specialist to verify identified non-compliance prior to issuing findings of non-compliance as part of the Part C of IDEA final monitoring report.
- (9) Participate in planned Inter-Rater Reliability activities annually to ensure valid and reliable implementation of required monitoring instrument(s).
- (10) Courtesy copies the Accountability and Quality Improvement Manager on all formal Part C of IDEA monitoring report communications, associated with the ESIT Statewide Integrated Monitoring System for all ESIT Provider Agencies and ESIT Service Providers under contract with the CLA.
- (11) Submit to ESIT.Reports@dcyf.wa.gov documentation, bi-annually, for the tracking, timely correction, and reporting of all identified Part C of IDEA findings of non-compliance for inclusion in the federal State Performance Plan/Annual Performance Report under Indicator C12.
- (12) Develop, implement, and monitor a Local System Improvement Plan with all ESIT Provider Agencies in the CLA service area that address the following:
 - (a) Performance Based Contracting Quality and Outcome Measures
 - (b) Determinations
 - (c) ESIT Provider Agency identified training and technical assistance needs.
 - (d) Non-compliance
 - i. Use data to assist ESIT Provider Agencies progress toward improvement and/or compliance.
 - ii. Provide a right of access to its facilities to DCYF, personnel authorized by DCYF, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract. DCYF will work with Contractor to determine a mutually acceptable date
 - iii. If DCYF (a) encounters non-compliance with the terms outlined in this Contract on the part of the Contractor, or (b) is not satisfied with the quality of the Contractor's work, DCYF will make a reasonable attempt to assist Contractor with technical assistance to resolve issues that impede quality and compliance. In the event that compliance and/or quality issues are not resolved through standard technical assistance, Contractor will be engaged in corrective action.
- z. Technical Assistance and Training for Continuous Quality Improvement and Compliance: In collaboration with the DCYF, the Contractor must identify and monitor technical assistance and training needs of ESIT Provider Agencies and access to these supports to enhance program improvement and ensure compliance. This should occur following both internal quality assurance activities as well as participation in the DCYF and CLA monitoring and continuous quality assurance activities.
- aa. **Data, Documentation and Records**
 - (1) Data Management System: The Contractor must:
 - (a) Verify the accuracy, validity, and reliability of data entry.
 - (b) Use data for monitoring compliance and quality indicators.
 - (c) Use data for program improvement.
 - (d) Support provider agencies in adding new users.

- (e) Ensure eligibility and IFSP events, including the COS, are entered in the DMS within ten (10) business days of the completed activity and no later than the tenth (10th) of the following month.
 - (2) Ensure ESIT Service Providers initiate Early Support Services within thirty (30) days of the parent's signature, or on or before the planned start date including documenting programmatic reasons and exceptional family circumstances resulting in reasons for delay.
 - (3) Enter ESIT Provider Agencies enter data in the DMS to maintain a current list of all ESIT Service Providers and subcontractors providing Early Support Services
 - (4) Ensure all ESIT service providers and subcontractors using the DMS receive the required training before assuming these duties and that they are subscribed to the DMS GovDelivery.
 - (5) Ensure that all early support service(s) provided to each child monthly are entered into the DMS or an Electronic Medical Record with direct connection to the DMS no later than the tenth (10th) of the following month, when made available by DCYF, in accordance with Chapter 43.216 RCW (HB 1661).
- bb. Use of Data: The Contractor must ensure ESIT Provider Agencies use DMS data reports and functions for:
- (1) Monitoring timelines and compliance.
 - (2) Internal quality assurance purposes including program improvement.
 - (3) Managing caseloads and staffing.
 - (4) Informing financial planning and fiscal management.
- cc. Other Documentation and Reporting:
- (1) Annually submit to the DCYF Statewide Directory information for all ESIT Provider Agencies operating within the CLA service area
 - (2) Ensure ESIT Provider Agencies and ESIT Service Providers exit children from the DMS according to the following and submit to the CLA or DCYF, upon request:
 - (a) For children who are referred but do not yet have an IFSP, a child's record can be closed after three (3) failed attempts using at least two (2) different means of communication over a period of at least ten (10) business days.
 - (b) Exit all children who have a current IFSP and are lost to Early Support Services after a maximum of ninety (90) days from the DMS after three (3) failed attempts on multiple days using at least two (2) different means of communication made over at least ten (10) business days.
- dd. Service Provision: The Contractor must ensure all Subcontractors:
- (1) Register for and participate in scheduled DMS training and technical assistance sessions to learn how to document the provision of Early Support Services provided as indicated on an active IFSP monthly for or on behalf of a child/family. Training and technical assistance sessions will require inputting a representative sampling of child/family service delivery information to practice and demonstrate efficiency with the new service delivery tracking and reporting features.
 - (2) Maintain documentation of the provision of Early Support Services provided as indicated on an active IFSP monthly for or on behalf of a child/family within its existing child/family recordkeeping system. Documentation of the Early Support Services provided as indicated on an active IFSP in an existing child/family recordkeeping system must be made available upon request to DCYF.
- ee. System of Payment and Fees (SOPAF): The Contractor must:
- (1) Ensure ESIT Provider Agencies under contract with the CLA maintain documentation supporting the implementation of the SOPAF policy and procedures for each child receiving Early Support Services related to but not limited to:
 - (a) Receipt of Procedural Safeguards, including parent rights

- (b) Permission or declination to bill public and/or private insurance
- (c) Determination of Ability and Inability to Pay
- (d) Billing families' co-pays, co-insurance, deductibles, and monthly participation fees
- (e) Approval of hardship exemptions
- (f) Updating the SOPAF form annually or as required to document changes in:
 - i. Insurance Coverage
 - ii. Income
 - iii. Expenditures
 - iv. Increased Frequency/Intensity/Duration of Services

ff. Record Retention: The Contractor must ensure all Subcontractors:

- (1) Retain child records, electronic, digital, and/or paper, for six (6) years from when it was last in effect or the termination of the DCYF contract, whichever is later. Records must meet Secretary of State Standards.
<https://www.sos.wa.gov/archives/recordsmanagement/managing-state-agency-records.aspx>
- (2) Records, electronic, digital, and/or paper, must be destroyed at the request of the parent. Destruction means to "physically destroy the record or ensure that personal identifiers are removed from a record so that the record is no longer personally identifiable.
- (3) A permanent record, electronic and/or paper, of a child's name, date of birth, parent contact information (including address and phone number), names of FRC and ESIT Service Provider(s), and exit data (including year and age upon exit, and any programs entered into upon exiting) may be maintained without time limitation.
- (4) Submit to ESIT.Reports@dcyf.wa.gov, the Certification of Data Disposition form, two (2) weeks prior to the destruction of electronic or paper records:

gg. Inventory: The Contractor must:

- (1) Submit a written request for pre-approval to ESIT.Reports@dcyf.wa.gov for the purchase of all assets with a unit cost (including ancillary costs) of at least \$5,000 or greater.
- (2) Maintain a list of all inventory purchased in whole or in part with the DCYF funds with unit costs of at least \$500 or greater, including;
 - (a) Computer systems, software, laptop and notebook computers, and other approved office equipment.
 - (b) Communications and audio-visual equipment.
 - (c) Cameras and photographic projection equipment.
 - (d) Therapy appliances.
 - (e) Other assets identified by the Contractor as vulnerable to loss.
- (3) Include the following in the inventory list and supporting records, if applicable:
 - (a) Description of the asset;
 - (b) Manufacturer or trade name;
 - (c) Quantity;
 - (d) Serial number;
 - (e) Inventory control number;
 - (f) Contractor's acquisition date;
 - (g) Order number from purchasing document;
 - (h) Total cost or value at time of acquisition;
 - (i) Ownership status, for example if shared by multiple funding sources;

- (j) Depreciation for capital assets;
- (k) Location of item;
- (l) Useful life, in years; and
- (m) Disposal date, method, and salvage value.

hh. Treatment of Assets

- (1) The Contractor holds title to equipment purchased in whole or in part with the DCYF funds.
- (2) The Contractor must request approval from the DCYF prior to selling or disposing of equipment from the Contractor's Inventory List, and the DCYF must have the option of recapturing the equipment.
 - (a) If the DCYF gives approval for the Contractor to sell the DCYF equipment, the Contractor shall use the income for Early Support Services.
 - (b) If a Contractor ceases provision of Early Support Services, the Contractor must transfer title and return to the DCYF any equipment purchased all or in part with the DCYF funds or the proceeds from current market-value sale of such equipment, at the DCYF 's discretion.
 - (c) If a Contractor ceases provision of Early Support Services at a site or Subcontractor, the Contractor must transfer equipment purchased all or in part with the DCYF funds, or the proceeds from current market value sale of such equipment to another the DCYF site or return it to DCYF.
- (3) Any property funded by the DCFY, Part C of IDEA funds must, unless otherwise provided herein or approved by DCYF, be used only for the performance of this Contract.

ii. Other Requirements

- (1) Contractor Communication with the DCYF: The Contractor must:
 - (a) Participate in the DCYF web-based meetings, as requested.
 - (b) Attend mandatory Statewide and Regional Provider Meetings, as designated by the DCYF.
 - (c) Participate in CLA-ESIT Partnership Session meetings with the DCYF, as requested.
 - (d) Participate in technical assistance and quality improvement activities with the DCYF Staff, as requested.
 - (e) Inform the Accountability and Quality Improvement Manager immediately of:
 - i. Any serious issue that impacts Early Support Services for the DCYF.
 - ii. Any serious issue that has potential for media coverage.
 - iii. A charge or conviction against an ESIT Provider Agency staff, ESIT Service Provider, and Subcontractor for a disqualifying crime under WAC 110-06-0070 <https://apps.leg.wa.gov/wac/default.aspx?cite=110-06-0070>.

jj. Outcome measure activities: The Contractor must participate in outcome measure activities, as requested by the DCYF to help achieve the following long-term child and family outcomes, with a focus on building partnerships, using data to learn and improve, and advancing racial equity and social justice.

- (1) Expected child outcomes of the DCYF are:
 - (a) Positive social-emotional skills (including positive social relationships),
 - (b) Acquisition and use of knowledge and skills (including early language/communication), and
 - (c) Use of appropriate behaviors to meet their needs
- (2) Expected Family outcomes are:
 - (a) Know their rights,

- (b) Effectively Communicate their child's needs, and
- (c) Help their child develop and learn

kk. Performance-Based Contracting (PBC): The Contractor must ensure all Subcontractors do the following:

- (1) Certify monthly that Early Support Services were provided to all children with an active IFSP, as submitted for billing.
- (2) Participate in universal training as well as targeted and tailored technical assistance as may be needed, when provided by the DCYF
- (3) Ensure that all ESIT service(s) provided to each child monthly are entered into the DMS or an Electronic Medical Record with direct connection to the DMS no later than the tenth (10th) of the following month, when made available by DCYF, in accordance with Chapter 43.216 RCW (HB 1661).
- (4) Develop a Local System Improvement Plan to address any unmet statewide targets for the performance Indicators as identified in the State Performance Plan/Annual Performance Report and reported on the annual Provider Agency Data Profile.
- (5) Ensure ESIT Provider Agencies under contract with the CLA comply with the Exhibit titled ESIT PBC Logic Model.

ll. In-person Services: The Contractor must ensure Subcontractors:

- (1) Offer and provide in-person early support services in accordance with the following:
 - (a) ESIT Multi-Stage Framework for Reentry to In-person Services outlined on the [DCYF COVID ESIT webpage](#).
 - (b) Local health jurisdictions, Washington State Department of Health (DOH) and Centers for Disease Control and Prevention (CDC) guidance.

mm. Mandatory Reporters: The Contractor, ESIT Provider Agencies, ESIT Service Providers and Subcontractors are mandatory reporters of abuse and neglect involving children and vulnerable adults, , in accordance with Chapter 26.44 RCW, and vulnerable adults, in accordance with Chapter 74.34 RCW, and [Mandatory Reporting of Child Abuse and Neglect | Washington State Department of Children Youth and Families](#) and participate in training, as needed.

nn. Subcontracting: The Contractor must:

- (1) Subcontract with ESIT Provider Agencies and, upon approval by the DCYF, ESIT Service Providers to ensure comprehensive Early Support Services are available to all eligible infants and toddlers and their families in the CLA designated area.
- (2) Ensure Subcontractor adheres to requirements outlined in the Exhibit titled *ESIT Provider Agency-ESIT Service Provider Subcontract Requirements*.
- (3) Ensure Subcontractors providing more than one (1) type of direct Early Support Service, complete an Annual Fiscal Workbook - Budget Projection and ESIT Revenue and Expenditure Year-End Report, approved by the CLA, and submitted to DCYF by September 30.
- (4) Ensure Subcontractors have a written payor of last resort policy and consistent protocols and procedures to address the collection of delinquent payments that are implemented equitably for all families.
- (5) Notify the DCYF of any subcontract changes.
- (6) Ensure Subcontractor services are delivered according to Part C of IDEA and this Statement of Work.
- (7) Ensure audit and monitoring results are submitted to ESIT.Reports@dcyf.wa.gov.
- (8) Demonstrate Subcontractors are meeting all requirements as outlined in this Statement of Work.
- (9) Ensure Subcontracts include:
 - (a) All language from the Exhibit titled *ESIT Provider Agency-ESIT Service Provider Subcontract Requirements*.

- (b) A detailed division of responsibilities between the Subcontractor and Contractor.
- (c) A list of deliverables the Subcontractor must submit to the Contractor, with due dates.
- (d) A plan to remedy noncompliance with the terms and conditions of the Subcontract, found during a monitoring process.

pp. Fiscal

- (1) Part C of IDEA Funds: The Contractor must maintain a financial management system that ensures federal Part C of IDEA funds are used in accordance with Part C of IDEA requirements including but not limited to:
 - (a) Prohibition Against Supplanting:
 - i. The Contractor must not commingle Federal Part C of IDEA funds with other funds.
 - ii. The Contractor must use Federal Part C of IDEA funds to supplement the level of State and local funds expended for eligible infants and toddlers with disabilities and their families, and in no case to supplant those State and local funds.
 - (b) Payor of Last Resort:
 - i. Use Federal Part C of IDEA funds as Payor of Last Resort for direct Early Support Services.
 - ii. Funds must not be used to satisfy a financial commitment for Early Support Services that otherwise would have been paid for in-full or in-part from another public or private funding.
 - iii. Federal funds may be used to cover the remainder of a partially covered cost.
 - iv. Federal funds may be used for county infrastructure costs necessary for the provision of pass-through for direct Early Support Services, such as family/parent advocate positions or positions that do not provide direct ESIT Services.
- (2) Use of Funds:
 - (a) Ensure that all expenditures meet the federal cost principles as a direct charge, per [2 CFR 200.400 – 200.475](#).
 - (b) Ensure compliance with use of funds guidance and requirements as set forth in state and federal law, and in accordance with [WAC 110-400-0140](#), including the limit to Administrative Indirect costs.
 - (c) Use fiscal and programmatic data to develop, manage and maintain a final contract operating budget, delineated by fund source(s), to provide Early Support Services to eligible infants and toddlers and their families.
 - (d) Must identify funds for direct ESIT Services, subcontracting, and indirect costs.
 - (e) Must track all public fund sources separately.
 - (f) Submit to ESIT.Reports@dcyf.wa.gov an Annual Budget Projection on the document titled Fiscal Workbook for approval 30-days from contract execution.
- (3) Fiscal Workbook:
 - (a) Submit for prior approval a Fiscal Workbook - Budget Projection Revision request to the ESIT.Reports@dcyf.wa.gov when:
 - i. Adding a subcontract.
 - ii. Terminating a subcontract.
 - iii. Redistributing 10% or more of the total allocation between Fiscal Workbook – Budget Projection categories.

- iv. There is more than a 10% variance of total allocation as a result of a contract amendment.
 - (b) Any changes must be according to the Exhibit titled *Fiscal Workbook Definitions and Instructions*.
 - (c) Written requests must be received at least one (1) month prior to the effective date for any revision.
 - (d) Final Fiscal Workbook - Budget Projection Revision requests must be received by the DCYF no later than May 1 of the Contract period.
- (4) Request for Additional Part C of IDEA Funds:
- (a) The Contractor must notify the DCYF in writing when funding will be expended before the end of the Contract funding period and any final request for additional funds must be received by DCYF **no later than April 1** of the Contract period.
 - (b) Requests to increase the Contract Budget must be received at least two (2) months prior to the date the funds are needed.
 - (c) Any additional funds must be budgeted according to the Exhibit titled *Fiscal Workbook Definitions and Instructions*.
- (5) Fiscal Management: The Contractor must:
- (a) Disburse, make payments and/or reimburse funds for allowable expenses.
 - (b) Certify information on the CLA invoice, sign and submit to ESIT.Reports@dcyf.wa.gov for payment.
 - (c) Ensure ESIT Provider Agencies refer Developmental Disabilities Administration (DDA) eligible children to DDA, or document family's informed decision to decline.
 - (d) Ensure ESIT Provider Agencies bill and collect third party sources (e.g. Medicaid, Tri-Care, and other public and private insurance) and parent fees (including co-pays, co-insurance, deductibles, or a monthly participation fee) in accordance with ESIT System of Payments and Fees Policy and Procedures.
 - (e) Use funds efficiently and effectively to contain costs and provide high quality Early Support Services that meet the needs of children and families and complies with Part C of IDEA requirements.
 - (f) Monitor internal use of funds and resources on an ongoing basis, including participating in the DCYF audits and fiscal integrity reviews as well as monitoring funding of subcontracts to ensure compliance with all federal, state, and local mandates.
 - (g) In accordance with WAC 110-400-0140, limit Administrative Indirect costs to:
 - i. No more than ten (10) percent of the total public moneys received when providing Part C of IDEA required components or direct Early Support Services, or
 - ii. No more than five (5) percent of the total public moneys received when acting as a pass through for state birth to three special education, ELTA, or federal Part C of IDEA funding.
 - (h) Pass through ninety-five percent (95%) of the state birth to three special education fund allocation to ESIT Provider Agencies.

4. **COMPENSATION AND VOUCHER PAYMENT**

- a. Compensation for services will be paid upon the timely completion of services and is contingent upon acceptance of relevant work products and approval of vouchers by DCYF as described in this contract.
- b. Ensure ESIT Provider Agencies and ESIT Service Providers facilitate the coordination of payment for Early Support Services from Federal, State, Local and Private Sources (including public, TRICARE, and private insurance coverage).

c. DCYF will reimburse the CLA for Early Support Services as follows:

- (1) State Birth to Three Special Education Funding
 - (a) The State Special Ed 0-3 Funds is a Per-Child Allocation Methodology. Per-Child Allocation Methodology is a fee for services payment method. Contractors are reimbursed the County EIS Rate, assigned to each Resident School District Catchment Area, for each child counted on the Contractor's single monthly count report each month. County EIS rates will be adjusted to reflect the updated BEA rates made available by OSPI in October, January, and April of each contract year. County EIS Rates not to exceed OFM's annual allocation to DCYF.
 - (b) State Birth to Three Special Education funds may be used to support Medicaid Administrative Claiming activities. These funds are not from a federal source, and DCYF is not currently using them as required match for other federal funds.
- (2) Education Legacy Trust Account (ELTA)
 - (a) The Contractor's annual allocations are based on the ELTA's per child rate multiplied by the DCYF annual average/actual enrollment caseload
 - (b) Compensation is based on actual cost reimbursement not to exceed the maximum CLA's ELTA Annual Allocation, as shown in Exhibit B, Budget.
 - (c) Funds must be used for the provision of direct Early Support Services and may include administrative costs directly associated with the delivery of services.
 - (d) Any ELTA funding that has not been utilized by the end of the contract period will revert to DCYF and will not roll forward to the next fiscal year.
- (3) Part C of IDEA
 - (a) The Contractor's annual allocations are based on the Part C of IDEAs per child rate multiplied by the DCYF annual average/actual enrollment caseload
 - (b) Compensation is based on actual cost reimbursement not to exceed the maximum CLA Part C of IDEA Annual Allocation, as shown in Exhibit B, Budget.
 - (c) Part C of IDEA funds used for direct Early Support Services are payer of last resort. In accordance with the requirements of 34 CFR, all other federal, state, local and/or third-party funding must be accessed and applied first.
 - (d) Part C of IDEA will supplement, not replace, existing resources including program income.
 - (e) Any Part C of IDEA funding that has not been utilized by the end of the contract period will revert to DCYF and will not roll forward to the next fiscal year.
 - (f) All expenditures must meet the federal cost principles including a number of general factors that affect the allowability of all expenditures, linking the necessity, reasonableness, and allocability of the expenditures as a direct charge to the contract.
 - (g) Equity in Access Federal Part C Funds will be used by contractor to remove barriers to equitable access to services which may impede participation, access to services and outcomes, in accordance with the Department of Education's General Education Provisions Act (GEPA), section 427(b), and as required by Washington State Policy 1.B.1(a) – (d). Each contractor must submit an Equity in Access Plan for approval that outlines how the funds will address barriers and support equitable access to ESIT services. Compensation is based on actual cost reimbursement and not to exceed the maximum ESIT Provider Agency's Part C of IDEA Annual Allocation, as shown in Exhibit B, Budget.
- (4) Travel
 - (a) The Contractor must comply with the Washington State Office of Financial Management travel policy for travel expenses directly related to services under this contract. <http://www.ofm.wa.gov/policy/10.htm>.
 - (b) For reimbursement of Contractor and contractor staff travel expenses for ELTA, and Part C of IDEA funding, attach itemized receipts to the A-19-1A invoice voucher. The optional Non-Employee Travel Reimbursement form provided by

DCYF may be used and attached.

(c) Upon DCYF request, provide receipts and other supporting fiscal documentation.

(d) All payment documentation must be submitted to: ESIT.Reports@dcyf.wa.gov.

(5) Voucher Verification

(a) Prior to payment under this contract, the DCYF must review and approve all data regarding Early Support Services rendered; receipt of Deliverables, due according to Exhibit C, Deliverables; completion of activities, as detailed in this contract; and receipt of a properly completed Form A-19-1A Invoice Voucher as described below:

i. Submit a properly completed State Form A-19-1A Invoice Voucher, provided by the DCYF, with payment point.

A. Completed Form A-19-1A Invoice Voucher must include:

1) The actual number of children being billed for State Birth to Three SpEd funding, who:

a) Are enrolled in an EIST Provider Agency and

b) Are between the ages of birth through 2 years of age and not yet three on the day(s) of service delivery and

c) Have an active IFSP:

i) based on eligibility criteria established in ESIT State Policies and

ii) which meets federal and state procedural requirements and

d) Are eligible for and receiving early intervention services.

i) Per RCW 43.216.580 - <https://app.leg.wa.gov/RCW/default.aspx?cite=43.216.580> (SHB 1916): "For the purposes of this subsection (2) a child is receiving early intervention services if the child has received services within the same month as the monthly count day, which is the last business day of the month."

- 2) The actual expenditures incurred for the month being billed for Part C of IDEA, ELTA, and ARPA.
 - 3) All properly completed invoices will be processed for payment within 30 days of receipt.
 - 4) In addition, included must be an expenditure detail report, showing detailed information that supports monthly expenditures for Part C of IDEA, and ELTA funding. This could include:
 - a) Monthly or Quarterly Expense Summary as produced by an accounting system and clearly detailing expenses incurred for each Payment Point in that period's A-19-1A Voucher;
 - b) Monthly or Quarterly Payroll Summary for each staff person paid under the contract for that period; and/or
 - c) Invoice documentation supporting payment for contracted services, as appropriate.
- (b) If the DCYF is not satisfied with the performance of work, the DCYF reserves the right to refuse to pay full compensation to the Contractor. Whenever possible, the DCYF must identify any deficiencies in Deliverables and recommend changes within thirty (30) days of receiving Deliverables. The Contractor must respond in writing within ten (10) days to indicate what steps are being taken to address identified deficiencies. Upon correction of the deficiencies to the satisfaction of the DCYF, the Contractor must receive payment.

5. DELIVERABLES

- a. Reporting Requirements: The Contractor must submit Deliverables, as described in *Exhibit C, Deliverables*.
 - (1) Unless otherwise instructed, return deliverable forms in their original format, as sent to Contractors by the DCYF to: ESIT.Reports@dcyf.wa.gov.
- b. Required Deliverables as outlined in the *Exhibit C, Deliverables*, the Deliverables for this Contract are:
 - (1) ESIT Statewide Directory - Contract Contact Form - annually, 30 days from contract execution and as changes occur for the CLA and ESIT Provider Agencies under contract with the CLA.
 - (2) FY24-25 Annual Fiscal Workbook - Budget Projection- Contractor - annually, 30 days from contract execution and as changes occur.
 - (3) FY24-25 Annual Fiscal Workbook - Budget Projection – Subcontractors, by September 30th and as changes occur.
 - (4) FY24-25 Fiscal Workbook – ESIT Revenue and Expenditure Report Year End for FY23-24 for the CLA and ESIT Provider Agencies under contract with the CLA - annually, by September 30th after the end of the contract year.
 - (5) Local Interagency Agreements/MOAs/MOUs, if needed, annually, by December 31st and as agreements expire or changes occur for the CLA and ESIT Provider Agencies under contract with the CLA.
 - (6) Subcontracts, if needed, prior approval from DCYF required, for the CLA and ESIT Provider Agencies under contract with the CLA - annually, by December 31st and immediately upon development or expiration thereafter.
 - (7) Local Early Support Services Collaboration Plan, including Service Area Agreements, for the CLA and/or ESIT Provider Agencies under contract with the CLA - annually, if needed, by December 31st

- (8) FY24-25 Federal Certification and Assurance annually, for the CLA and ESIT Provider Agencies under contract with the CLA - annually, by July 10, after the end of the contract year.
 - (9) FY24-25 Financial Disclosure Certification, for the CLA and ESIT Provider Agencies under contract with the CLA - annually, by July 10, after the end of the contract year
 - (10) Audits or Other Monitoring Reports for the CLA and ESIT Provider Agencies under contract with the CLA - within two-weeks of receipt
- c. Other Reporting Requirements
- (1) Single Monthly Count Reports, monthly, on or before the 20th of the month
 - (2) A-19-1A Invoices, all invoices must be received by July 31st.
 - (3) Certificate of Insurance two-weeks after renewal for the CLA
 - (4) Certification of Data Disposition, two weeks prior to the destruction of information for the CLA and ESIT Provider Agencies under contract with the CLA.
 - (5) Confidentiality and Non-Disclosure Agreement initially and ongoing as staff changes occur for the CLA and ESIT Provider Agencies under contract with the CLA.
 - (6) DCYF Intake Form initially, annually, and ongoing as staff changes occur for the CLA



Exhibit B - Budget Report

Any variances to the Payment Points allocated within this Budget must be pre-approved by the DCYF Contract Manager in writing. Failure to obtain pre-approval may result in non-payment of the unapproved expense.

State Fiscal Year 2026 (July 1 2025 - June 30 2026):

Payment Point	Qty Unit	Unit Cost	Budget Limit	Note
1. State Special Education 0-3 Funding	1 Sum	\$19,693,515.24	\$19,693,515.24	
1.1. July-Sept 25 County EIS Rate - Snohomish	Each	\$1,081.01	\$0.00	
1.11. July-Sept 25 County EIS Rate - King	Each	\$1,079.69	\$0.00	
1.2. Oct-Dec 25 County EIS Rate - Snohomish	Each		\$0.00	
1.21. Oct-Dec 25 County EIS Rate - King	Each		\$0.00	
1.3. Jan-Mar 26 County EIS Rate - Snohomish	Each		\$0.00	
1.31. Jan-Mar 26 County EIS Rate - King	Each		\$0.00	
1.4. Apr-June 26 County EIS Rate - Snohomish	Each		\$0.00	
1.41. Apr-June 26 County EIS Rate - King	Each		\$0.00	
2. ELTA Annual Allocation	1 Cost	\$236,824.43	\$236,824.43	
3. Part C of IDEA Annual Allocation	1 Cost	\$742,069.17	\$742,069.17	
3.1. Equity in Access	1 Cost	\$59,213.70	\$59,213.70	
4. E-SIMS Planning & Implementation	1 Cost	\$30,000.00	\$30,000.00	
4.1. Enhanced Training and Support	1 Cost	\$34,127.62	\$34,127.62	

Total: \$20,795,750.16

Contract Maximum: \$20,795,750.16

Contract Funding Source(s)

Federal Funds \$801,282.87
State Funds \$19,994,467.29

FEDERAL FUNDING

A portion or all of the funds for this project are provided through the federal funding source(s) listed below. For the purposes of this Contract, DCYF is the pass through entity and Contractor is the Subrecipient. These federal funds are considered sub-awards.

Contractor SAM Unique Entity Identify (UEI) #: 079247979
DCYF federal award contact: dcyf.costallocandgrantsmgmt@dcyf.wa.gov
Federal Funding Source(s):

Federal Agency: Department of Education
Assistance Listing Number (ALN) #: 84.181
Federal Award Identification Number: H181A240128
Federal Award Date: 07/01/2024
Federal Award Project Description: Infants and Toddlers (Part C)
Amount passed through to contract 25-1218: \$801,282.87
Contractor Indirect Cost Rate: 5.00% of de minimus base: MTDC, as defined by 2 CFR 200.414 (f)
This funding is not for Research and Development

FEDERAL FUNDING REQUIREMENTS

1. This Contract is funded, in whole or in part, with federal funds, the Contractor makes the assurances and Certifications, and agrees to the terms and conditions contained in Federal Certifications and Assurances.
2. **Covenant Against Contingent Fees.** This Contract is funded, in whole or in part, with federal funds, the Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business. DCYF shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
3. **Single Audit Requirements.** The Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) 2 code of Federal Regulations C.F.R. 200, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Assistance Listing Number (ALN) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DCYF, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 C.F.R. 200 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB 2 C.F.R. 200 and any successor or replacement Circular or regulation.
4. If the Contractor expends \$1,000,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program-specific audit for that year. The contractor must provide a copy of the final audit report to the Federal Audit Clearinghouse within nine months of the end of the contractor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section. The Contractor must permit DCYF and auditors access to Contractor's records and financial statements as necessary for DCYF to meet federal requirements.
5. DCYF may suspend all reimbursements if the contractor fails to timely provide a single federal audit; further DCYF reserves the right to suspend any DCYF agreements with the contractor if such noncompliance is not promptly cured.
6. Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. Each cost allocation plan or indirect (F&A) cost rate proposal must comply with the following:
 - a. A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the non-Federal entity, must be certified by the non-Federal entity using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX. The certificate must be

signed on behalf of the non-Federal entity by an individual at a level no lower than vice president or chief financial officer of the non-Federal entity that submits the proposal.

- b. Unless the non-Federal entity has elected the option under OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the non-Federal entity fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the non-Federal entity failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.
- 7. Certifications by non-profit organizations as appropriate that they did not meet the definition of a major nonprofit organization as defined in OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (a).
 - 8. See also OMB 2 C.F.R. §200.450 Lobbying for another required certification.



Exhibit C - Deliverables Report

State Fiscal Year 2026 (July 1 2025 - June 30 2026):

#	Deliverable Title, Due Note, Description	Due Date
1.00	ESIT Statewide Directory Contract Contact Information <i>Due 30-days from contract execution and immediately when changes occur</i> <i>On the form provided by the DCYF, electronically submit to ESIT.reports@dcyf.wa.gov</i>	No Date
2.00	FY25-26 Fiscal Workbook - Budget Projection - Contractor" <i>Due 30-days from contract execution and immediately upon approved Budget amendments.</i> <i>In the Fiscal Workbook provided by the DCYF, electronically submit to ESIT.Reports@dcyf.wa.gov, an Estimated Budget based on projected contract annual allocation.</i>	No Date
3.00	FY25-26 Fiscal Workbook - Budget Projection - Subcontractors <i>Due 90-days from contract execution and immediately upon approved Budget amendments</i> <i>In the Fiscal Workbook provided by the DCYF, electronically submit to ESIT.Reports@dcyf.wa.gov, an Estimated Budget based on projected funding sources for each ESIT Provider Agency in the CLA geographic area.</i>	No Date
4.00	FY25-26 Fiscal Workbook - ESIT Revenue and Expenditure Report Year-End FY24-25 - Contractor <i>Due annually by September 30th</i> <i>In the Fiscal Workbook provided by the DCYF, electronically submit to ESIT.Reports@dcyf.wa.gov, public and private revenue received and actual expenditure data for all funding sources for ESS, during the period of July 1, 2024 through June 30, 2025. Sources must include funds received from ESIT, Medicaid, Private Insurance, County DDA, DOH/CSHCN, County Millage, etc.</i>	Sep 30, 2025
5.00	FY25-26 Fiscal Workbook - ESIT Revenue and Expenditure Report Year-End for FY24-25 - Subcontractors <i>Due annually by September 30th</i> <i>In the Fiscal Workbook provided by the DCYF, electronically submit to ESIT.Reports@dcyf.wa.gov, public and private revenue received and actual expenditure data for all funding sources for ESS, during the period of July 1, 2024 through June 30, 2025 for ESIT Provider Agencies under subcontract with the CLA. Sources must include funds received from ESIT, Medicaid, Private Insurance, County DDA, DOH/CSHCN, County Millage, etc.</i>	Sep 30, 2025
6.00	Local Interagency Agreements/MOAs/MOUs, if needed <i>Due immediately upon development and as changes occur.</i> <i>Electronically submit to ESIT.reports@dcyf.wa.gov. For all Contractors, the Interagency Agreements must include the components in the Statement of Work, Section 3, Scope of Work.</i>	No Date

7.00	Subcontracts <i>Due annually by September 30th</i> <i>Immediately upon development and as changes occur thereafter. Must include the components in the Statement of Work, Section 3, Scope of Work.</i>	No Date
8.00	Local ESS Collaboration Plan(2), including Service Area Agreements (if needed) <i>Due immediately upon development and as changes occur.</i> <i>Must be reviewed annually and changes submitted electronically to ESIT.Reports@dcyf.wa.gov.</i>	No Date
9.00	DCYF Intake Form <i>Annually, and ongoing as staff changes occur</i> <i>On the form provided by the DCYF, electronically submit to ESIT.reports@dcyf.wa.gov</i>	No Date
10.00	Audits or Other Monitoring Reports, if required <i>If required, within two weeks of receipt</i> <i>The Contractor must submit copies of any federal, state, county, local, and independent monitoring or audit reports, regarding the part C of IDEA EIS, regardless of funding source; and any audits or monitoring reports pertaining to the requirements in the Exhibit D, General Terms and Conditions, including Federal Funding Requirements and Records Maintenance.</i>	No Date
11.00	Single Monthly Count Reports (for enrollment and billing) <i>Due on the 20th of each month - final report due by 7/20/26</i> <i>Review, correct if needed following instructions, sign, and return by the 20th of the month</i>	Jul 20, 2026



Exhibit D - General Terms and Conditions

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1. DEFINITIONS

The following terms as used throughout this Contract shall have the meanings as set forth below.

- a. “CFR” means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation

- b. **"Confidential Information"** means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal laws. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.
- c. **"Contract"** or **"Agreement"** means the entire written agreement between DCYF and the Contractor, including any Exhibit, attachments, documents, program agreement, materials incorporated by reference, and all amendments hereto. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this Contract shall be the same as delivery of an original.
- d. **"Contractor"** means one not employed by the department that is the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, director, partners, employees, and/or agents.
- e. **"Converted Data"** means the data which has been successfully converted by the Contractor for processing by DCYF's computer system.
- f. **"Data"** means DCYF's records, files, forms, data, information and other documents in electronic or hard copy form, including but not limited to Converted Data.
- g. **"Debarment"** means an action taken by a State or Federal agency to exclude a person or business entity from participating in transactions involving certain federal or state funds.
- h. **"DCYF"** or **"Department"** means the Washington State Department of Children, Youth, and Families, including any division, section, office, unit or other entity thereof, or any of the officers or other officials lawfully representing DCYF.
- i. **"In-home Caregiver"** means an in-home child care provider that (1) provides regularly scheduled care for a child; (2) receives child care subsidies; and (3) is either licensed by the state or is exempt from licensing.
- j. **"Materials"** means all items in any format and includes, but is not limited to, Data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- k. **"Overpayment"** means any payment or benefit to a recipient or to a vendor in excess of that to which is entitled by law, rule, or contract, including the amounts in dispute.
- l. **"Personal Information"** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, email addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.
- m. **"RCW"** means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://apps.leg.wa.gov/rcw/>.
- n. **"Regulation"** means any federal, state, or local rule, rule, or ordinance.
- o. **"Sensitive Personal Information"** means personally identifying information of In-home Caregivers including, but not limited to: names, addresses, GPS [global positioning system] coordinates, telephone numbers, email addresses, social security numbers, driver's license numbers, or other personally identifying information.

- p. **"Staff"** means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff" also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.
- q. **"Subcontract"** means a contract or contractual action entered into by the Contractor or Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under this Contract. The terms "subcontract" and "subcontracts" means subcontract(s) in any tier.
- r. **"Subcontractor"** means a person, partnership, company, or other entity that is not in the employment of or owned by Contractor and that is performing services under this Contract under a separate contract with or on behalf of the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- s. **"WAC"** means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.
- t. **"USC"** means the United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance or in anticipation of goods or services to be provided under this Contract shall be made by DCYF.

3. AMENDMENT

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

- a. **Assignment by Contractor.** With the prior written consent of DCYF's Contract Administrator, which consent shall not be unreasonably withheld, the Contractor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve the Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to DCYF that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.
- b. **Assignment by DCYF.** DCYF may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve DCYF of any of its duties and obligations hereunder.

5. ATTORNEY FEES

In the event of litigation or other action brought to enforce this Contract, each party agrees to bear its own attorney fees and costs.

6. CHOICE OF LAW AND VENUE

- a. This Contract shall be governed by the laws of the State of Washington without regard to the conflict of law rules of any jurisdiction. Every dispute concerning the interpretation or effect of this Contract and/or the use of the goods or services described in this Contract must be resolved in the federal or state courts located in Washington. The Contractor agrees to the exclusive personal jurisdiction, and subject matter jurisdiction of these courts. Thurston County shall be the venue of any litigation arising out of this Contract.

- b. The Contractor agrees that the United States Bankruptcy Court, Western District of Washington in Seattle, shall be the venue of any and all bankruptcy proceedings that may involve the Contractor.

7. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

- a. **Assurances.** The Contractor agrees that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules, and regulations, including but not limited to the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522) and the Records Retention Act (chapter 40.14 RCW).
- b. **Child Health, Safety, And Well Being And Child Abuse Or Neglect.** In the delivery of services under this Contract, children's health, safety, and well-being shall always be the primary concern of the Contractor. Contractors shall fully comply with the mandatory reporting requirements of RCW 26.44.030 pertaining to child abuse or neglect. In addition, pursuant this Contract, when the Contractor has reasonable cause to believe that a child has suffered abuse or neglect at the hands of any person, the Contractor shall immediately report such incident to Child Protective Services (CPS) Intake at 1-866-ENDHARM.
- c. **Civil Rights Laws**
 - (1) During the performance of this Contract the parties shall comply with all federal and state nondiscrimination laws including, but not limited to chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. § 12101 et seq., the Americans with Disabilities Act (ADA).
 - (2) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - (3) **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
 - (4) **Default.** Notwithstanding any provision to the contrary, DCYF may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DCYF receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DCYF may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
 - (5) **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DCYF shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DCYF for default under this provision.
- d. **Conflict of Interest**

- (1) Notwithstanding any determination by the Executive Ethics Board or other tribunal, DCYF may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by DCYF there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.
 - (2) In the event this Contract is terminated as provided above, DCYF shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of DCYF provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which DCYF makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.
- e. **Licensing, Accreditation and Registration.** The Contractor and its Subcontractors shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this Contract.
 - f. **Noncompliance with Laws, Regulations, or Policies.** The Contractor shall be responsible for and shall pay any fines, penalties, or disallowances imposed on the State or Contractor arising from any noncompliance with the laws, regulations, policies, guidelines and Collective Bargaining Agreements that affect the Services, goods, or Deliverables that are to be provided or that have been provided by Contractor, its Subcontractors or agents.
 - g. **Registration with Department of Revenue and Payment of Taxes**

The Contractor must pay all taxes including, but not limited to, sales and use taxes, Business and Occupation taxes, other taxes based on the Contractor's income or gross receipts, or personal property taxes levied or assessed on the Contractor's personal property. The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

8. CONTRACTOR STAFF

- a. **Contractor staff list and job description.** Prior to the effective date of this Contract, the Contractor shall have provided to DCYF a list of Contractor Staff that will be performing services pursuant to this Contract. The list shall also include Staff member's job title and his or her job description.
- b. All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced. The Contractor shall provide DCYF with written notice of any Staff changes that the Contractor proposes. The written notice shall not be effective until fourteen (14) business days from the date of the mailing.

9. CONTINUED PERFORMANCE

If DCYF, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, DCYF may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at DCYF's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

10. COPYRIGHT

- a. Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DCYF. DCYF shall be considered the author of such Materials. In the event the Materials are not considered "works for hire," under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to DCYF effective from the moment of creation of such Materials.

- b. For Materials that are delivered under the Contract, but that incorporate preexisting materials not produced under the Contract, Contractor hereby grants to DCYF a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to DCYF.
- c. The Contractor shall exert all reasonable effort to advise DCYF, at the time of delivery of Data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. DCYF shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Data delivered under this Contract. DCYF shall have the right to modify or remove any restrictive markings placed upon the Data by the Contractor.

11. DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION

- a. **Scope of Protection.** This Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) applies to Data, information, or Materials related to the subject matter of this Contract which is received, created, developed, revised, modified, or amended by DCYF, the Contractor, or Subcontractors. Such Data, information, and Materials shall include but is not limited to all Confidential Information and Sensitive Personal Information of In-home Caregivers.
- b. **Use of Confidential Information and Sensitive Personal Information**
 - (1) For Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information that is collected, used, or acquired in connection with this Contract the parties shall comply with the following:
 - (a) All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Sensitive Personal Information of In-home Caregivers, data, and Confidential Information; and
 - (b) All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Sensitive Personal Information of In-home Caregivers, data, and Confidential Information.
 - (2) DCYF does not warrant or guarantee the accuracy of the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information provided pursuant to this Contract. The Contractor understands all the risks and liabilities of the use and misuse of the information provided pursuant to this Contract.
- c. **Protection of Sensitive Personal Information**
 - (1) The Contractor agrees to protect the confidentiality of Sensitive Personal Information of In-home Caregivers.
 - (2) The Contractor further understands and agrees that Sensitive Personal Information of In-home Caregivers may only be released or disclosed if required by this Contract, or a lawfully issued court order. The Contractor further understands and agrees that before the Contractor can release the Sensitive Personal Information of In-home Caregivers pursuant to a third party request, or for any other reason, the Contractor must comply with all the requirements, including notice requirements, contained in this Section (Protection of Sensitive Personal Information).
 - (3) **Notice of Third Party Request and Intended Disclosure**
 - (a) **Written Notice Required.** If a third party requestor seeks from the Contractor the Sensitive Personal Information of an In-home Caregiver, or the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for any other reason not related to a third party request, the Contractor shall give notice to DCYF of such request and/or the Contractor's intent to release or disclose such information.

- (b) **Notice Deadline: Third Party Request.** The notice required under this Section (Notice of Third Party Request and Intended Disclosure) shall be provided to DCYF's program contact within five (5) calendar days from the date of the request, to allow DCYF to seek a protective order from the proper tribunal.
 - (c) **Notice Deadline: Disclosure for any Other Reason.** If the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for a reason that is unrelated to a particular third party request, the Contractor shall provide written notice to DCYF no less than twenty-one (21) calendar days prior to the intended release date.
 - (d) **Basis for Disclosure.** The Contractor understands and agrees that it will not release the Sensitive Personal Information of an In-home Caregiver without the express written consent from DCYF, or a lawfully issued court order in which DCYF has been given an opportunity to oppose prior to entry of the order.
- (4) If the Contractor is required by this Contract to release or disclose the Sensitive Personal Information of an In-home Caregiver(s), prior to such release or disclosure the Contractor must obtain from the recipient of such Sensitive Personal Information a signed Statement of Confidentiality and Non-Disclosure Agreement consistent with Attachment 1 to this Contract.
 - (5) The Contractor understands and agrees that before the Contractor releases or discloses, pursuant to the terms of this Contract, the Sensitive Personal Information of In-home Caregivers to a subcontractor, the Contractor must obtain prior written approval from DCYF agreeing to such disclosure.

d. Information Technology Security Standards

- (1) The Contractor and its Staff and the Subcontractors and their Staff shall comply with the following:
 - (a) All security standards, practices, and procedures which are equal to or exceed those of the DCYF (which security standards, practices, and procedures of DCYF shall have been provided to Contractor in writing); and
 - (b) The Washington State Office of the Chief Information Officer IT Standards.
- (2) The parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent the unauthorized access, use, or disclosure of Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information. The Contractor shall make the Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information available to amend as directed by DCYF and incorporate any amendments into all the copies maintained by the Contractor or their Subcontractors.

e. Confidentiality Protection

To safeguard the confidentiality of all Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information, and in addition to the requirements contained in this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) the Contractor must:

- (1) Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' Staff use Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information solely for the purposes of accomplishing the services set forth in this Contract. The term "Staff" shall have the same meaning as set forth in Section (DEFINITIONS).
- (2) Limit access to Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information to the Contractor's Staff and Subcontractors' Staff requiring access for performance of their assigned duties.

- (3) Require that the Contractor's Staff and Subcontractors' Staff having access to Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information sign a Statement of Confidentiality and Non-Disclosure Agreement consistent with Attachment 1. Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:
 - (a) DCYF approves the Contractor's Staff person, or Subcontractor's Staff person, to work on this Contract; and
 - (b) DCYF must receive the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person, from the Contractor or Subcontractor.
- (4) Notify its Staff person(s) and ensure its Subcontractors notify the Subcontractors' Staff person(s) of the requirements of Section (COMPLIANCE WITH LAWS, RULES AND REGULATIONS), and this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION).
- (5) Ensure that Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information is not released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.
- (6) Ensure that Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information is protected from loss and from unauthorized physical or electronic access.
- (7) Ensure that the input of user identifications and passwords are necessary and required before the Contractor, the Contractor's Staff, or Subcontractor's Staff can access electronically stored Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information.
- (8) Destroy all Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information so that it cannot be accessed by unauthorized individuals and cannot be recovered when the information is no longer required or used for providing services under this Contract, and retention is no longer required by the Records Retention Act (chapter 40.14 RCW) or Section (RECORD MAINTENANCE), whichever is longer. Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information, the information required to be destroyed under this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) must be destroyed as follows:
 - (a) For paper documents containing Data, but not Sensitive Personal Information of In-home Caregivers or Confidential Information, a contract with a paper shredding firm is acceptable, provided the contract ensures that the confidentiality of the Data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
 - (b) For paper documents containing Sensitive Personal Information of In-home Caregivers, or Confidential Information, requiring special handling (e.g. Protected Client Information) the documents must be destroyed by on-site shredding, pulping, or incineration.
 - (c) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
 - (d) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on magnetic tape(s), the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by degaussing, incinerating or crosscut shredding.

- (e) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on server or workstation data hard drives or similar media, the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information, cannot be reconstructed, or physically destroying disk(s).
- (f) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the recipient shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information cannot be reconstructed, or physically destroying disk(s).
- (9) Ensure that within fifteen (15) calendar days after the completion of the requirements contained in Section (Confidentiality Protection) the Contractor shall complete and deliver to DCYF a signed Certification of Data Disposition (Attachment 2).
- (10) Ensure that paper records are protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- (11) Shall immediately notify DCYF after becoming aware of any potential, suspected, attempted or actual breaches of security including, but not limited to, unauthorized access, use or disclosure, and compromised Data, or compromised login IDs or passwords. The Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their officers, directors, employees, Subcontractors or agents. Immediately after becoming aware of a suspected, attempted, or actual breach the Contractor must contact the DCYF. Shall immediately notify DCYF after becoming aware of any potential, suspected, attempted or actual breaches of security including, but not limited to, unauthorized access, use or disclosure, and compromised Data, or compromised login IDs or passwords. The Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their officers, directors, employees, Subcontractors or agents. Immediately after becoming aware of a suspected, attempted, or actual breach the Contractor must contact the DCYF Contract Manager, DCYF's Help Desk at (360) 407-1960 or dcyf.servicedesk@dcyf.wa.gov and DCYF Privacy Officer at privacyofficer@dcyf.wa.gov.

f. Confidentiality Breach

- (1) In the event of a breach by the Contractor of this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) and in addition to all other rights and remedies available to DCYF, DCYF may elect to do any of the following:
 - (a) Terminate the Contract;
 - (b) Require that the Contractor return all Sensitive Personal Information of In-home Caregivers and Confidential Information to DCYF that was previously provided to the Contractor by DCYF;
 - (c) Require that the Contractor destroy all Sensitive Personal Information of In-home Caregivers and Confidential Information so it cannot be accessed by unauthorized individuals and cannot be recovered; or

(d) Suspend the Contractor's on-line access to accounts and other information.

g. Method of Transfer

- (1) All Data transfers to or from the Contractor shall be made by using an approved solution that meets agency and state IT security standards.
- (2) Approved options include:
 - (a) MFT service provide Washington Technology Solutions (WaTech)
- (3) Any information containing sensitive data elements must be encrypted and password protected using a tool such as WinZip, 7zip, or something similar.
- (4) An account is required to access either of the above solutions, you will need to make a request by contacting the contract contact listed on the cover page of this Agreement.
- (5) Any other solutions must be approved by the DCYF Information Security Office. To obtain approval, contact the contract contact listed on the first page of this Agreement. Request must include the name of the solution, as well as, any information to help in the approval process.

h. Public Disclosure

- (1) Either party to this Contract may designate certain Confidential Information as "Confidential Information/Notice Requested." This designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. The party who owns the Data is responsible for informing the other party what it considers Confidential Information.
- (2) If a third party requestor seeks information that has been marked "Confidential Information/Notice Requested," notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five (5) business days prior to the date of the disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

i. Access to Data

- (1) In compliance with RCW 39.26.180, the Contractor shall provide access to Data generated under this Contract to DCYF, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes, but is not limited to, access to all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and methodology for those models.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by the Contractor or that of its Subcontractors.

13. DISPUTES

- a. Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a Dispute Resolution Board ("DRB").
- b. A request for a DRB must:
 - (1) Be in writing;
 - (2) State the disputed issues;
 - (3) State the relative positions of the parties;

- (4) State the Contractor's name, address, and contact telephone number; and
 - (5) Be mailed to the other party's (respondent's) Contract Manager after the parties agree that they cannot resolve the dispute.
- c. The respondent shall mail a written answer to the requester's Contract Manager within ten (10) business days of the receipt of the request for a DRB.
- d. Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member. The DRB shall evaluate the facts, Contract terms and applicable statutes and rules and make a determination by majority vote. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. The parties agree that the DRB shall precede any action in a judicial or quasi-judicial tribunal.

14. DUPLICATE PAYMENT

DCYF shall not pay the Contractor if the Contractor has charged or will charge the State of Washington, or any other party under any other contract or agreement, for the same services or expenses.

15. ENTIRE CONTRACT

This Contract, including all referenced exhibits and attachments, contains all the terms and conditions agreed upon by the parties. No other understanding, written, oral, or otherwise regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

16. EXPENSES

All expenses not provided for specifically in this Contract shall be the responsibility of the Contractor unless otherwise mutually agreed upon by the parties.

17. FEDERAL FUNDING REQUIREMENTS

If this Contract is funded, in whole or in part, with federal funds, the Contractor makes the assurances and certifications and agrees to the terms and conditions contained in Attachment 3.

18. FUNDING CONTINGENCY

- a. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to completion of the work in this Contract, DCYF may:
 - (1) Terminate this Contract with ten (10) days advance notice. If this Contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination;
 - (2) Renegotiate the terms of the Contract under the new funding limitations and conditions;
 - (3) After a review of project expenditures and deliverable status, extend the end date of this Contract and postpone deliverables or portions of deliverables; or
 - (4) Pursue such other alternatives as the parties mutually agree to in writing.
- b. Any termination under this Section (FUNDING CONTINGENCY) shall be considered a Termination for Convenience.

19. INDEMNIFICATION

- a. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any Subcontractor or its employees.
- b. Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform under the Contract. Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.
- c. Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

20. HEADINGS

The headings throughout this Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.

21. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW (Industrial Insurance). If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DCYF may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DCYF may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DCYF under this Contract, and DCYF may also transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's right to collect from the Contractor.

22. LIMITATION OF AUTHORITY

Only the Contractor's agent or agent's delegate by writing (delegation to be made prior to action) and DCYF's agent or agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the agents for both parties.

23. INSURANCE

The Contractor, a local government of the State of Washington, warrants that it is self-insured. The intent of the required insurance is to protect DCYF should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or Subcontractors, or agents of either, while performing under the terms of this Contract.

24. MONITORING

- a. DCYF has the right to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide a right of access to its facilities to DCYF, personnel authorized by DCYF, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
- b. Monitoring activities may include, but not be limited to:
 - (1) Review of the deliverables and other requirements listed in Exhibit A.

- (2) Site visits to review records, observe implementation of services or follow up on compliance issues. These visits may be unannounced.
- (3) Intensive program reviews, including intensive on-site program reviews. The off-site and on-site program reviews may include, but not be limited to, review of the following:
 - (a) Contractor's compliance with Section (COMPLIANCE WITH LAWS, RULES AND REGULATIONS);
 - (b) Contractor's compliance with Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION);
- (4) On-site program reviews and site visit records reviews must be scheduled in advance with the Contractor.

25. NEUTRAL AUTHORSHIP

Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Contract in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract.

26. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Contract, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable State of Washington statutes, regulations, and policies
- b. The Contract terms and conditions (pages 1 thru 4)
- c. Exhibit D (General Terms and Conditions)
- d. Exhibit A (Statement of Work)
- e. Exhibit C (Deliverables)
- f. Exhibit B (Budget)
- g. Attachment 1 (Statement of Confidentiality and Non-Disclosure Agreement)
- h. Attachment 2 (Certification of Data Disposition)
- i. Attachment 3 (Federal Certifications and Assurances)

27. OVERPAYMENT

- a. Contractor shall promptly, but in all cases within thirty (30) Days, pay to DCYF the full amount of any erroneous payment or overpayment (a) upon Notice of an erroneous payment or overpayment to which Contractor is not entitled with supporting documentation to substantiate such erroneous payment or overpayment and the grounds for DCYF's determination of such erroneous payment or overpayment or (b) when any such erroneous payment or overpayment is otherwise discovered by Contractor.
- b. In addition to the requirements contained in this Section (OVERPAYMENT), the Contractor agrees that DCYF may also recover overpayments made to the Contractor by deducting amounts owed to the Contractor. DCYF must provide written notice to the Contractor if it elects to recover overpayments by deducting amounts owed to the Contractor.

28. PUBLICITY

- a. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by DCYF and shall not be so construed by Contractor in any advertising or publicity materials.
- b. The Contractor agrees to submit to DCYF all advertising and publicity matters relating to this Contract in which the State of Washington or DCYF's name, state seal or logo is mentioned or used or language is used from which a connection with the State of Washington or DCYF may, in DCYF's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of DCYF.
- c. All publications funded, in whole or in part, under this Contract will use DCYF logo and will acknowledge credit as either providing "funding in partnership with" or "funded by" DCYF. The full-color or black-and-white DCYF logo, provided by DCYF Contract Manager, shall appear in its entirety, without modification.

29. RECAPTURE

- a. In the event that the Contractor fails to expend funds under this contract in accordance with state laws and/or the provisions of this Contract, DCYF reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.
- b. Such right of recapture shall exist for a period not to exceed six (6) years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within thirty (30) days of demand. In the event that DCYF is required to institute legal proceedings to enforce the recapture provision, DCYF shall be entitled to its costs thereof.

30. RECORDS MAINTENANCE

- a. The Contractor shall maintain all books, records, documents, Data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including Materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by DCYF, personnel duly authorized by DCYF, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

31. REMEDIES

Except for remedies designated specifically as exclusive, no remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

32. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

33. SITE SECURITY

While on DCYF's premises, the Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

34. SUBCONTRACTING

- a. **Subcontractor Approval by DCYF.** Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from DCYF.
- b. **Subcontract Terms and Conditions.** The Contractor must ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. The Contractor shall forward to DCYF upon request, copies of all subcontracts and other materials pertaining to any and all subcontracts.
- c. **Performance.** Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to DCYF for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts shall be made in writing. Any failure of the Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations under this Contract.
- d. **Direct Agreements.** Upon expiration or termination of this Contract for any reason, DCYF and/or the State will have the right to enter into direct contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct contracts with DCYF.

35. TERMINATION FOR CAUSE

- a. In the event DCYF determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, DCYF has the right to suspend or terminate this Contract. DCYF shall notify the Contractor in writing of the need to take corrective action. If appropriate corrective action is not taken within thirty (30) days, the Contract may be terminated.
- b. DCYF reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by DCYF to terminate the Contract.
- c. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and Staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that: (1) the Contractor was not in default; or (2) failure to perform was outside of Contractor's control, fault or negligence. The rights and remedies of DCYF provided in this Section (TERMINATION FOR CAUSE) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- d. A filing for bankruptcy by Contractor will be deemed a material breach and may result in immediate termination of this Contract.
- e. Section titled TERMINATION FOR CAUSE, sub-section a. shall not apply to conduct in the performance of this Contract by the Contractor or sub-contractor(s) that involves child abuse or neglect. In the event DCYF has reason to believe that in the performance of this Contract the Contractor or its sub-contractors cause a child to be abused or neglected as defined in chapter 26.44 RCW, DCYF may immediately suspend or terminate this Contract. DCYF may elect to notify the Contractor in writing of the need to take corrective action before the Contract is suspended or terminated by DCYF.

36. TERMINATION FOR CONVENIENCE

DCYF may terminate this Contract in whole or in part when it is in the best interest of DCYF by giving the Contractor at least thirty (30) calendar days' written notice. If this Contract is so terminated, DCYF shall be liable only for payment required under the terms of this Contract for services received and accepted, or goods delivered and accepted, prior to the effective date of termination.

37. TERMINATION PROCEDURE

- a. Upon termination of this Contract the DCYF, in addition to any other rights provided in this Contract, may require the Contractor to deliver to DCYF any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of Section (TREATMENT OF ASSETS) shall apply in such property transfer.
- b. DCYF shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) accepted by DCYF, and the amount agreed upon by the Contractor and DCYF for (i) completed work and service(s) for which no separate price is stated, (ii) partially completed work and service(s), (iii) other property or services which are accepted by DCYF, and (iv) the protection and preservation of property, unless the termination is for default, in which case DCYF and Contractor may agree to the extent of the liability of DCYF. Failure to agree to the extent of the liability shall be a dispute within the meaning of Section (DISPUTES) of this Contract. DCYF may withhold from any amounts due the Contractor such sum as DCYF determines to be necessary to protect DCYF against potential loss or liability.
- c. The rights and remedies of DCYF provided in this Section (TERMINATION PROCEDURE) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- d. After receipt of a notice of termination, and except as otherwise directed by DCYF, the Contractor shall:
 - (1) Stop work under the contract on the date, and to the extent specified, in the notice;
 - (2) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - (3) Assign to DCYF, in the manner, at the times, and to the extent directed by DCYF, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case DCYF has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (4) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DCYF to the extent DCYF may require, which approval or ratification shall be final for all the purposes of this clause;
 - (5) Transfer title to DCYF and deliver in the manner, at the times, and to the extent directed by this Contract or by DCYF any property which, if the contract had been completed, would have been required to be furnished to DCYF;
 - (6) Complete performance of such part of the work as shall not have been terminated by DCYF; and
 - (7) Take such action as may be necessary, or as DCYF may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which DCYF has or may acquire an interest.

38. TREATMENT OF ASSETS

- a. Title to all property furnished by DCYF shall remain in DCYF. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in DCYF upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in DCYF upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by DCYF in whole or in part, whichever first occurs.
- b. Any property of DCYF furnished to the Contractor shall, unless otherwise provided herein or approved by DCYF, be used only for the performance of this Contract.
- c. The Contractor shall be responsible for any loss or damage to property of DCYF which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- d. If any property of DCYF is lost, destroyed or damaged, the Contractor shall immediately notify DCYF and shall take all reasonable steps to protect the property from further damage.
- e. The Contractor shall surrender to DCYF all property of DCYF prior to settlement upon completion, termination or cancellation of this contract.
- f. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

39. WAIVER

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Contract. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by personnel authorized to bind each of the parties.

40. CONTRACTOR REPRESENTATIONS AND WARRANTIES

Contractor makes each of the following representations and warranties as of the effective date of this Contract:

- a. **Qualified to do Business.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- b. **Suspension & Debarment.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- c. **Quality of Goods or Services.** Contractor represents and warrants that any goods and/or services sold pursuant to this Contract shall be merchantable, shall conform to this Contract, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to DCYF) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in DCYF's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

- d. **Wage Violations.** Contractor represents and warrants that, during the term of this Contract and the three (3) year period immediately preceding the effective date of this Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52. For purposes of this Subsection (Wage Violations) and pursuant to RCW 49.48.082, "willful" shall mean a knowing and intentional action that is neither accidental nor the result of a bona fide dispute, as evaluated under the standards applicable to wage payment violations under RCW 49.52.050(2).
- e. **Pay Equality.** Contractor represents and warrants that, as required by Washington state law (Laws of 2019, Chap. 415, §225(4)(f)), during the term of this Contract the Contractor agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals.
- (1) For purposes of this Subsection (Pay Equality), employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
 - (2) For purposes of this Subsection (Pay Equality), the Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (a) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (b) A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.
 - (3) Notwithstanding any provision to the contrary, upon breach of this pay equality warranty (Subsection Pay Equality) and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, DCYF may suspend or terminate this Contract.
- f. **Procurement Ethics & Prohibition on Gifts.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- g. **Sensitive Personal Information of In-home Caregivers.** Contractor represents and warrants that, as required by state law (RCW 42.56.640, RCW 42.56.645, and RCW 43.17.410), it agrees to fully comply with all applicable non-disclosure requirements that pertain to the Sensitive Personal Information of In-home Caregivers.

41. WITHHOLDING PAYMENTS

DCYF may withhold payment to the Contractor for any services/deliverables not performed as required hereunder until such time as the Contractor modifies or delivers services/deliverables to the satisfaction of DCYF.



Exhibit E - Budget Workbook Definitions and Instructions

1. **Fiscal Workbook - Budget Projection Purpose**

- a. The purpose of the Budget Projection is to demonstrate the planned use of all ESIT funds disseminated by DCYF for the provision of early support services and verify alignment of expenditures (A-19 invoices) to budget.

2. **Fiscal Workbook - Budget Projection Instructions**

- a. Detail anticipated ESIT Program Revenue & Budget for July 1 - June 30 utilizing the Estimated Revenue & Budget Projection tabs. Contractor Annual Budget Projection is due by July 31, 2025. If a subcontractor provides more than one (1) type of direct ES service, they must also complete an Annual Budget Projection (approved by Contractor) and submitted to DCYF by Sept 30, 2025.

3. **ESIT Funds**

- a. State and federal funds for the ESIT program may only be expended for ESIT required activities as described in state and federal law.
- b. In accordance with the requirements of WAC 110-400-0140(6), EIS provider agencies must bill all applicable funding sources including public and private insurance and families, prior to using state and federal funds for early intervention services. This can be documented at a systems level.
- c. All fund sources should be tracked separately.
- d. Request for additional Part C funds: Contractor must notify the DCYF in writing when funding will be expended before the end of the Contract funding period and any final request for additional funds must be received between **February 1- April 1** of the Contract period. (see contract: Section 3.hh.(3)(a))

State Special Ed 0-3	The State Special Ed 0-3 Funds is a Per-Child Allocation Methodology. Per-Child Allocation Methodology is a fee for services payment method. Contractors are reimbursed the County EIS Rate, assigned to each Resident School District Catchment Area, for each child counted on the Contractor's single monthly count report each month. County EIS rates will be adjusted to reflect the updated BEA rates made available by OSPI in October, January and April of each contract year.
State ELTA (Education Legacy Trust Account)	Funds must be used for the provision of direct early support services and may include administrative costs directly associated with the delivery of services. Any ELTA funding that has not been utilized by the end of contract period will revert to DCYF and will not roll forward to the next fiscal year. ELTA compensation is based on actual cost reimbursement and cannot exceed the maximum allocation outlined in the Contract Budget (<i>Exhibit B</i>).
Federal IDEA Part C	Funds used for the provision of direct ESIT Services in state Statute Subchapter III (Part C) - 1432.4.E., are payor of last resort. Funds must not commingle with other funds and used to supplement the level of State and local funds expended for eligible infants and toddlers with disabilities and their families, and in no case to supplant those State and local funds. Any Part C of IDEA funding that has not been utilized by end of the contract period will revert to DCYF and will not roll forward to the next fiscal year. Part C compensation is based on actual cost reimbursement and cannot exceed the maximum allocation outlined in Contract Budget, <i>Exhibit B</i> . If, at the end of the contract year, there is a positive balance of State funds, Part C Funds used for direct services must be paid back to DCYF.

4. **WAC110-400-0140**

a. **Use of Funds:**

- (1) Early Intervention Services (EIS) provider agencies must comply with the use of funds guidance and requirements as set forth in state and federal law.

- (2) State and federal funds for the ESIT program may only be expended for ESIT required activities as described in state and federal law.
- (3) Administrative indirect expenses must be limited to no more than ten percent of the total public moneys received by an EIS provider agency providing Part C required components or direct services.
- (4) Administrative indirect expenses must be limited to no more than five percent of the total public moneys received by an EIS provider agency acting as a pass through for state or federal funding.
- (5) Under the department's authority, local ESIT budgets will be monitored and subject to audit for allowable expenditures.
- (6) EIS provider agencies must bill all applicable funding sources including public and private insurance and families, prior to using state and federal funds for early intervention services.
- (7) Public funds for the ESIT program may not be used for transition activities required under Part B of the Individuals with Disabilities Education Act.
- (8) Under Part C, allowable transition activities may be paid for with early intervention funds. EIS provider agency participation in allowable transition activities may include the following:
 - (a) The determination of potential eligibility for Part B prior to referral to Part B.
 - (b) Transition planning and activities in the IFSP, including:
 - i. Discussions with parents and training, as appropriate, regarding future placements and other matters related to the child's transition; and
 - ii. Procedures to prepare the child for changes in service delivery, including steps to help the child adjust to, and function in, a new setting.
 - (c) Facilitation and participation in the transition conference.
 - (d) Sharing of information, with parental consent.
 - (e) Attending the eligibility and IEP meeting, upon parental request.

5. WAC 110-400-0030

a. Early Intervention Services:

- 1) Assistive technology devices and services;
- 2) Audiology services;
- 3) Family training, counseling, and home visits;
- 4) Health services; (necessary to enable the infant or toddler to benefit from the other early intervention services)
- 5) Medical services; (only for diagnostic or evaluation purposes)
- 6) Nursing services;
- 7) Nutrition services;
- 8) Occupational therapy;
- 9) Physical therapy;
- 10) Psychological services;
- 11) Service coordination services;
- 12) Sign language and cued language services;
- 13) Social work services;
- 14) Special instruction;
- 15) Speech-language pathology;
- 16) Transportation and related costs (that are necessary to enable an infant or toddler and the infant's or toddler's family to receive another service described in this paragraph); and
- 17) Vision services.

6. Budget Categories:

- a. Personnel:** Employee salaries and wages (Regular, Sick, Holiday Salaries, Overtime) AND Benefits (Federal Withholdings (SSI, Medicaid, etc.), State Withholdings (L&I, ESD, etc.), Employee Health Insurance, Employee Pension/401K Contributions, Other Employee Benefits) under the direct supervision and control of the Contractor. If staff have dual position titles, separate them by position title. An employee who works 40 hours a week is considered full-time. At 52 weeks a year, one full-time employee puts in 2,080 work hours a year. One way to calculate FTE is to add total hours for position types then divide by 2,080. Suppose you have 17 occupational therapists working a total of 20,800 hours in a year. That translates into 10 FTEs.]

Employee Fringe/Benefits which includes federal (SSI, Medicaid, etc.) and state (L&I, etc.) withholdings, employee health insurance, employee pension/401K contributions, etc. If using any federal Part C funding, specify if they provide direct ES services.

- b. **Goods & Services:** Services or activities provided in support of early support service delivery including professional development and training, developmental materials and supplies, program equipment, postage, printing, and direct rent/facilities/utilities. This category includes Child/Family specific costs aligned with individual needs described in the Individualized Family Service Plans (IFSPs) and subcontractors who provide non-direct ES services. Sign language or cued language costs should go in Personnel or Subcontracts. Facilities costs related to the provision of direct services – based on % of benefit. Equipment exceeding \$10,000 – need prior approval from ESIT (see Prior-Approval guidelines below).
- c. **Travel:** Travel costs associated with regional and/or state level meetings, service delivery travel related to program service provision (e.g. home visits, coordination), and staff training/professional development. (Mileage, Motor Pool, Rental Car, Parking, Flight, Lodging).
- d. **Subcontractors:** Subcontractors who are providing direct ES services as defined by WAC 110-400-0030. DCYF must collect detailed budget information from all ES Provider Agencies in order to distinguish between costs associated with the provision of direct ES services vs. infrastructure costs. If a subcontractor provides more than one type of direct ES service, they must also complete an annual budget projection and revenue and expenditure year-end report, approved by Contractor, and submitted to DCYF.
- e. **Indirect Administrative Costs:** Shared costs of an organization necessary to the operation and the performance of its programs. This requires the use of a cost allocation formula that confirms shared benefit commiserate with shared costs. WAC 110-400-0300 limits indirect expenses to no more than 10% of the funds received by a contractor providing direct services and no more than 5% of the funds received for contractors acting as a pass through for state and federal funds. If you are able to associate a percentage of the cost designated in support of early support services, this is a direct administrative cost and should be reflected in the appropriate budget categories.

7. **Pre-Approval & Budget Revision Requirements:**

- a. Budget Changes (Moving more than 10% of total allocation between budget categories OR when DCYF adjusts total allocation exceeding 10%).
- b. Equipment with a per unit cost of \$10,000 or more (tangible personal property, including information technology systems, that have a useful life of more than 1 year & a per-unit cost = > the lesser of the capitalization level established by non-federal entity for financial purposes, or \$10,000) 2 CFR 200.407.

[IDEA Pre-Approval Guidance 2 CFR 200.407](#)

8. **Fiscal Workbook - ESIT Revenue & Expenditure Year-End Report Purpose:**

- a. The purpose of the Revenue & Expenditure Year-End Report is to ensure DCYF can accurately report and meet the Part C obligation to coordinate ALL Early Support funds available across WA state (34 CFR 303.120(b)). It is a snapshot of a full, comprehensive, Financial Profile for each Provider Agency. It can also be used in support of equity-based requests for funding distribution.

9. **Fiscal Workbook - ESIT Revenue & Expenditure Year-End Report Instructions:**

- a. The Report is due September 30th of the current contract year and must include revenue & expenditure data from the PREVIOUS contract period (7/1 - 6/30). Use the tab labeled 'RevExp Year End Report' to enter all fiscal data. If you subcontract with an agency that provides more than one type of direct ESIT service, you will need to collect a RevExp Year End Report from each subcontractor. You can use the tab labeled 'OptionalRevExp Report Combined' to combine your agency's Year-End Report figures and any subcontractor(s) Year-End Report figures.

10. **Report Timeframe:**

- a. All work completed during the contract period of July 1st - June 30th should be included. Although it is a reimbursement-based cost structure - the report should reflect the actual revenue and costs incurred during the contract period, even though revenue/income is received after the fact.

11. **Revenue & Expenditure Categories:**

- a. The expense categories of the report align with the projected budget submitted at the beginning of the contract. Indicate the EXACT amount expensed in each of the 5 categories (Personnel,

Goods & Services, Travel, Subcontractors & Indirect) for all revenue/income sources. If you subcontract with an agency that provides more than one type of direct ESIT service, they will also need to complete a separate Year-End report. You can use the 'Optional RevExp Report Combined' tab to combine your agency Year-End Report figures and any subcontractor(s) Year-End Report figures.

12. DCYF Disseminated Funds:

- a. Part C of IDEA & ELTA funds are all cost reimbursement based. Therefore, your expenditure amounts should match the total of all A19 invoices submitted during the contract period and Revenue amounts should be the figures shown in *Exhibit B* of your contract.
- b. State Special Ed 0-3 revenue should match the total of all A19 invoices submitted during the contract period and expenditures are based on your internal accounting of contract period expenses. If you have any carryover of State Special Ed 0-3 funds from a previous year(s) - please indicate if you used those funds during this contract period for ESIT-related expenses. Any amount expensed over the total revenue received should be shown in another expenditure category.
- c. Concrete Goods - Nongovernmental, non-profit ESIT provider agencies were eligible to receive state funds towards concrete goods. Funds are cost reimbursement based, therefore your A19 expenditure amounts should match the total of all A19 invoices submitted during the contract period and Revenue amounts should be the figures shown in *Exhibit B* of your contract.

13. Other Revenue/Income Sources:

- a. Medicaid/Apple Health - All ESIT providers must bill public insurance per SOPAF Policy & Procedures.
- b. Private Insurance - All ESIT providers must bill private insurance per SOPAF Policy & Procedures.
- c. Tri-Care - Government-managed Health care program for uniformed service members, retirees, and their families.
- d. Co-pays & Deductibles - All ESIT providers must charge co-pays & deductibles in accordance with the SOPAF Policy & Procedures.
- e. Family Fees - All ESIT providers must bill families in accordance with SOPAF Policy & Procedures.
- f. County Tax Levy's - This could include County Millage funds and any funds received from county tax levy (short-term, local property tax passed by voters of a school district that generates revenue for the district to fund programs and services that the state does not fully fund).
- g. DDA (Developmental Disabilities Administration) - Discretionary funding administered by local county government.
- h. NDC (Neuro-Developmental Centers of Excellence) from DOH - Neurodevelopmental Centers of Excellence in WA receive funding from Department of Health in support of the ESIT program.
- i. Private Contributions, Fundraising, In-Kind Donations, etc. - Collection of private donations, fundraising, or receiving in-kind donations in support of the ESIT program.
- j. United Way/Easter Seals - Receipt of funds from United Way/Easter Seals.
- k. Reserve Funds - If your organization's ESIT program utilized funds held in reserve that were needed during the contract period to support the ESIT program, indicate the amount expensed from these funds.
- l. Other State or Local Funds (Rename) - If your organization receives funding from another state or local fund source not listed above - rename this field and indicate the amount of revenue received & costs expensed. Examples: MAC - Medicaid Administrative Claiming, Children & Youth with Special Healthcare Needs, TANF - Temporary Assistance for Needy Families, Local County Funds, School District/ESD Funds, Grant Funds, etc. If your organization has taken out a small business loan OR if your organization's ESIT program ran at a net loss during this period, indicate the amounts & provide details in the Notes/Comment box. This includes Indirect costs in excess of the 5% or 10% allowable max per WAC 110-400.
- m. Notes/Comment box (Optional Use) - provide any information or context needed for DCYF's report review.

14. For Questions contact:

Kali Wraspir, Interim Resource Allocations Manager
kali.wraspir@dcyf.wa.gov
(360) 688-4663



Exhibit F - Training and Credential Requirements

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DCYF does not discriminate and provides equal access to its programs and services for all persons without regard to race, color, gender, religion, creed, marital status, national origin, sexual orientation, age, veteran's status, or presence of any physical, sensory, or mental disability.

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1. Initial Training Requirements and Checklists

Purpose

The purpose of this document is to provide information about the Initial Training Requirement component of the ESIT in-service training framework. The framework is designed to provide all ESIT Professionals, including service providers, supervisors, intake and referral coordinators, and program administrators, with a common understanding of the fundamentals of ESIT services. This document details how to fulfill the Initial Training Requirements of the ESIT In-Service Training Framework.

Timelines

The Initial Training Requirements are a series of foundational trainings comprised of **two steps** which must be taken sequentially. Some trainings may be particular to the role and responsibilities of the ESIT professional. Use the [Individual Provider Checklist](#) section of this document to track particular requirements for each category of ESIT Professional.

The Initial Training Requirements courses are accessed through the [DCYF Training Portal](#). The requirements are met when both steps 1 and 2 are completed sequentially and successfully within the first 6 months of hire.

FRC Credential

Family Resources Coordinators (FRC) in Washingtons State will receive an ESIT Credential once they complete the Initial Training Requirements and [credential application](#).

To be considered fully trained and maintain their ESIT Credential, FRCs are required to complete 36 hours of continuing education over their three-year credential period. These hours can be tracked using the [FRC Training Documentation Form](#) and maintained in the FRCs personnel records. Documentation of continuing education must be submitted with the credential renewal application. Additional information is included in the [Initial ESIT FRC Credential Guidance](#).

Required for Whom?

The Initial Training Requirements apply to any newly hired or contracted ESIT Professional.

Newly hired or contracted ESIT Professionals are those who:

- work for or contract with an ESIT Provider Agency (PA), including those directly contracted to DCYF ESIT or through a County Lead Agency (CLA); and
- were hired or began their contract on July 1, 2021, or later; or
- worked as an ESIT Professional, left the field, then returned after July 1, 2021.

All ESIT Professionals are required to create an account in the [DCYF Training Portal](#).

ESIT Professionals are:

- those who are employed or contracted by an ESIT PA to provide direct or consultative ESIT Services
- defined by CFR 303.13(b), and include Family Resources Coordinators (FRCs), educators, social workers, and therapists, such as occupational therapists, physical therapists, speech and language pathologists, etc.
- intake Coordinators and those processing referrals
- ESIT PA and CLA administrators

ESIT Professionals hired or contracted prior to July 1, 2021, are highly encouraged to complete the Initial Training Requirements.

Consult the ESIT Qualified Personnel Guidelines for specific information about ESIT Part C services and qualifications of each ESIT Professional and Provider type. [ESIT Qualified Provider Guidelines](#)

When Would an ESIT Professional be Required to Repeat Initial Training Requirements?

There are two scenarios when an ESIT Professional would need to repeat Steps 1 and 2 of the Initial Training Requirements.

1. If there was a lapse in service delivery for one year or more. This does not apply to FRCs who hold a current credential.
2. FRCs who did not maintain their ESIT Credential by completing 36 hours of annual continuing education over their 3-year credential period, and let their credential lapse, will be considered un-credentialed. They will not be able to provide service coordination until they repeat Steps 1 and 2 of the training requirements and re-establish their ESIT FRC Credential.

All previously completed training will follow individual ESIT Professionals, regardless of role, who choose to become employed by a different ESIT Provider Agency (PA). If an ESIT Professional has a new role within their current agency or at a new ESIT PA, additional training may be required.

Any ESIT Professional who becomes employed by another ESIT PA must update their organization in their DCYF Learning Portal account.

There may be other specific requirements, depending on individual circumstances. Contact dcyf.esittraining@dcyf.wa.gov to obtain requirements.

Step 1: Self-Paced Recorded Modules (Asynchronous)

The asynchronous portion is a series of self-paced recorded modules available within the DCYF Training Portal and total approximately 14 to 17 hours, depending on the individual ESIT Professional's requirements.

- All new ESIT Professionals must complete Step 1 within 30 days of hire.
- FRCs must complete Step 1 **prior** to the assignment of a caseload.
- Step 1 must be completed prior to Step 2 of the Initial Training Requirement.

The recorded modules include:

1. ESIT Introductory Training Modules (5.5 hours)

These modules introduce all ESIT Professionals to Part C of the Individuals with Disabilities Education Act (IDEA). The six modules detail how ESIT services are provided in Washington State and must be viewed in order. All six modules are required.

2. Child Outcome Summary (COS) Introductory Training Modules (2.75-5.25 hours)

These modules provide an overview of the COS process, including why and how COS data are collected, the Summary of Functional Performance, and how to analyze COS data for program improvement. A passing quiz score tracks the completion of each of the six modules. There are six modules in total, however not all ESIT Professionals are required to view modules 5 and 6. See below for more information.

COS Modules 1-4 (2.75 hours)

Modules 1-4 are required for the following types of ESIT Professionals:

- Service Providers: FRCs
- Service Providers: Other (developmental specialists, therapists, social workers, etc.)
- Intake and Referral Staff (including data entry and intake coordination)
- Administrators (ESIT PA and CLA Program Directors, Executive Directors, other Administrators).

COS Modules 5-6 (2.5 hours)

Modules 5-6 are required for:

- Administrators with both ESIT PAs and CLAs
- Program Directors, Executive Directors
- Lead FRCs

3. ACORN Modules (~2 hours)

These modules covers topics including an overview of the ACORN system, navigating the referral and intake tabs, assigning providers, and entering information into the IFSP. The videos and accompanying materials are designed to be used by new FRCs, program administrators, intake coordinators and anyone else needing training prior to using ACORN.

4. Three-Pronged Approach (TPA) Protocol for Screening Vision and Hearing Modules (2.5 hours)

These modules provide training on how to conduct the TPA. All ESIT Professionals are required to take the TPA modules to (1) build awareness of risk factors associated with vision and hearing concerns and (2) prepare to fully participate in the development of plans to address any vision and/or hearing concerns identified.

Introductory Module: Background, Why's and When's (27min)

Participants will learn the background of the Three-Pronged Approach (TPA), why and when we focus on a child's hearing and vision, and how the TPA Module is organized.

Module 1: Risk Factors for Hearing and Vision and Prong I- Parent Interview (55min)

Participants will learn to identify risk factors associated with hearing and vision; identify parent interview responses that point to potential concerns regarding vision and hearing; and how to transfer results from Prong I to the TPA Summary Form.

Module 2: Prong II- Developmental Skills Checklist (36min)

Participants will understand why certain developmental skills were selected for Prong II, and how to assess their agency's evaluation/ assessment tools to see if TPA developmental skills are aligned with

theirs. They also will learn to identify red flags associated with hearing and vision, and how to transfer results of Prong II to the TPA Summary Form.

Module 3: Prong II- Developmental Skills Checklist and Summary Form (36min)

Participants will learn to observe and identify signs and behaviors that might signal a vision or hearing concern. They will learn to complete Prong III and transfer results to the TPA Summary Form. Finally, they will learn to document hearing and vision screening results and create a Follow-Up Plan to ensure that appropriate next steps take place.

Step 2: Live Seminars (Synchronous)

The synchronous portion includes **three live virtual sessions** and offers an opportunity for all ESIT Professionals to explore the implementation of ESIT services. Registration is completed through the DCYF Training Portal. The descriptions and learning objectives for the Live Seminars are as follows:

Live Seminar 1 of 3: Concepts and Practice that Guide ESIT Services (3 hours)

Learners will leave this three-hour session with an understanding of how the ESIT Guiding Principles guide services, the difference between domain based and functional child development, and how global child outcomes support the development of functional child and family outcomes.

Learning objectives:

- Explain how the seven ESIT Principles guide services
- Understand how the COS Process guides service delivery

Live Seminar 2 of 3: Culturally Responsive Assessment Practices (3 hours)

Learners will leave this three-hour session able to summarize four considerations for culturally responsive assessment, with an understanding of the difference between the Summary of Functional Development and the Present Levels of Development (PLOD), and how a family's culture is taken into consideration when selecting the Child Outcome Summary (COS) descriptor statement.

Learning objectives:

- Summarize four considerations for culturally responsive assessment
- Explain the difference between the Summary of Functional Performance (SFP) and the Present Level of Development (PLOD).
- Explain ways to consider culture when selecting descriptor statements for COS

Live Seminar 3 of 3: Writing Functional IFSP Outcomes to Support Family-Centered Practice (3 hours)

During this three-hour session, learners will have the opportunity to review and develop high quality IFSP outcomes using the 7 quality components and gain an understanding of how coaching strategies support families in meeting outcomes.

Learning objectives:

- Create high quality IFSP outcomes using seven quality components
- Explain how quality outcomes support the ability to effectively coach families

Prior to the registration for the first Live Seminar, all required self-paced modules in Step 1 for the ESIT Professional's role must be completed.

Each live session is offered once per month. All three virtual sessions must be taken in sequential order, but not necessarily within the same month. ESIT Professionals can complete the live seminars in a variety of ways. For example, all three can be completed within one month by taking one session per week for three weeks, or within three months by taking one session per month.

Consult the [Live Seminar Training Calendar](#) for the annual schedule.

Find detailed instructions for [registering for Live Seminars](#) in the DCYF Training Portal at the end of this document.

2. Initial Training Checklists by Type of ESIT Professional

The following checklists can be used to track the Initial Training Requirements for each of these categories of ESIT Professionals:

- FRCs and Lead FRCs includes anyone designated as an FRC, even if you have additional roles.
- Direct or Consultative ESIT Service Providers, and Team Lead/Supervisor, are, but not limited to, the following professionals,
 - o Developmental Specialist (including Developmental Specialist Associate or Special Educator who provides Special Instruction)

- o Physical Therapist (including Physical Therapist Assistant)
- o Occupational Therapist (including Occupational Therapist Assistant)
- o Speech Language Pathologist (including Speech and Language Pathology Assistant)
- o Social Worker
- o Family Counselor
- o other ESIT Providers outlined in the ESIT "Qualified Provider Guidelines"
- Intake or Referral Coordinator whose primary role is to process referrals and conduct or coordinate intake visits.
- ESIT Program Administrator including program directors, executive directors, or other administrators with an ESIT Provider Agency or County Lead Agency Provider Agency.

Family Resources Coordinator (FRC)

Select the following role in the training portal: ESIT Service Provider - FRC

Step 1: Asynchronous (Self-Paced Recorded Modules)

- o ESIT Introductory Training Modules 1- 6
- o Child Outcome Summary (COS) Introductory Training Modules 1-4
- o ACORN Training Modules *Required for system users only*
- o Three-Pronged Approach (TPA) *Required if hired after July 1, 2023*

After completion of Step 1, you may receive your assigned caseload.

Step 2: Synchronous (Live Seminars)

- o Live Seminar - #1 of 3
- o Live Seminar - #2 of 3
- o Live Seminar - #3 of 3

Congratulations! You have completed your ESIT Initial Training Requirements. You are ready to [apply for the FRC ESIT Credential!](#)

Step 3: Continuing Professional Development

To maintain their ESIT Credential and be considered fully trained, FRCs must complete 36 hours of continuing education over their 3-year credential period and re-apply for the ESIT Credential before expiration.

Lead FRC or FRC Supervisor

Select the following role in the training portal: ESIT Service Provider - FRC

Step 1: Asynchronous (Self-Paced Recorded Modules)

- o ESIT Introductory Training Modules 1-6
- o Child Outcome Summary (COS) Introductory Training Modules 1-6
- o ACORN Training Modules *Required for system users only*
- o Three-Pronged Approach (TPA) *Required if hired after July 1, 2023*

After completion of Step 1, you may receive your assigned caseload.

Step 2: Synchronous (Live Seminars)

- o Live Seminar - #1 of 3
- o Live Seminar - #2 of 3
- o Live Seminar - #3 of 3

Congratulations! You have completed your ESIT Initial Training Requirements. You are ready to [apply for the FRC ESIT Credential!](#)

Step 3: Continuing Professional Development

To maintain their ESIT Credential and be considered fully trained, FRCs must complete 36 hours of continuing education over their 3-year credential period and re-apply for the ESIT Credential before expiration.

Direct or Consult ESIT Service Provider (Not an FRC)

Select the following role in the training portal: ESIT Provider – Other

Step 1: Asynchronous (Self-Paced Recorded Modules)

- o ESIT Introductory Training Modules 1-6

- o Child Outcome Summary Introductory Training Modules 1-4
- o ACORN Training Modules *Required for system users only*
- o Three-Pronged Approach (TPA) *Required if hired after July 1, 2023*

Step 2: Synchronous (Live Seminars)

- o Live Seminar - #1 of 3
- o Live Seminar - #2 of 3
- o Live Seminar - #3 of 3

Congratulations! You have completed your ESIT Initial Training Requirements.

Step 3: Continuing Professional Development

Ongoing continuing education requirements are determined by the ESIT Qualified Provider Guidelines and/or your professional license.

ESIT Team Lead or Supervisor

Select the following role in the training portal: ESIT Provider - Other

Step 1: Asynchronous (Self-Paced Recorded Modules)

- o ESIT Introductory Training Modules 1-6
- o Child Outcome Summary Introductory Training Modules 1-6
- o ACORN Training Modules *Required for system users only*
- o Three-Pronged Approach (TPA) *Required if hired after July 1, 2023*

Step 2: Synchronous (Live Seminars)

- o Live Seminar - #1 of 3
- o Live Seminar - #2 of 3
- o Live Seminar - #3 of 3

Congratulations! You have completed your ESIT Initial Training Requirements.

Step 3: Continuing Professional Development

Ongoing continuing education requirements are determined by the ESIT Qualified Provider Guidelines and/or your professional license.

Referral and Intake Coordinator

Select the following role in the training portal: ESIT Intake and Referral

Step 1: Asynchronous (Self-Paced Recorded Modules)

- o ESIT Introductory Training Modules 1-6
- o Child Outcome Summary Introductory Training Modules 1-4
- o ACORN Training Modules *Required for system users only*
- o Three-Pronged Approach (TPA) *Required if hired after July 1, 2023*

Step 2: Synchronous (Live Seminars)

- o Live Seminar - #1 of 3
- o Live Seminar - #2 of 3
- o Live Seminar - #3 of 3

Congratulations! You have completed your ESIT Initial Training Requirements.

Step 3: Ongoing Professional Development

Ongoing continuing education requirement are determined by the ESIT Qualified Provider Guidelines and/or your professional license.

Agency or Program Administrator

Select the following role in the training portal: ESIT Agency Admin

Step 1: Asynchronous (Self-Paced Recorded Modules)

- o ESIT Introductory Training Modules 1-6
- o Child Outcome Summary Introductory Training Modules 1-6
- o ACORN Training Modules *Required for system users only*

- o Three-Pronged Approach (TPA) *Required if hired after July 1, 2023*

Step 2: Synchronous (Live Seminars)

- o Live Seminar - #1 of 3
- o Live Seminar - #2 of 3
- o Live Seminar - #3 of 3

Congratulations! You have completed your ESIT Initial Training Requirements.

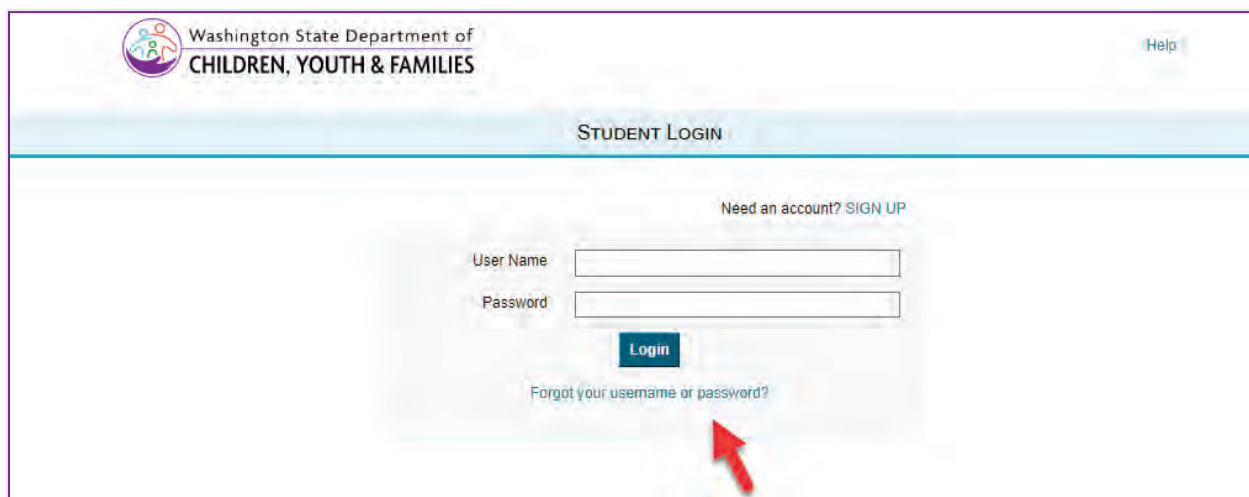
Step 3: Ongoing Professional Development

Ongoing continuing education requirement are determined by the ESIT Qualified Provider Guidelines and/or your professional license.

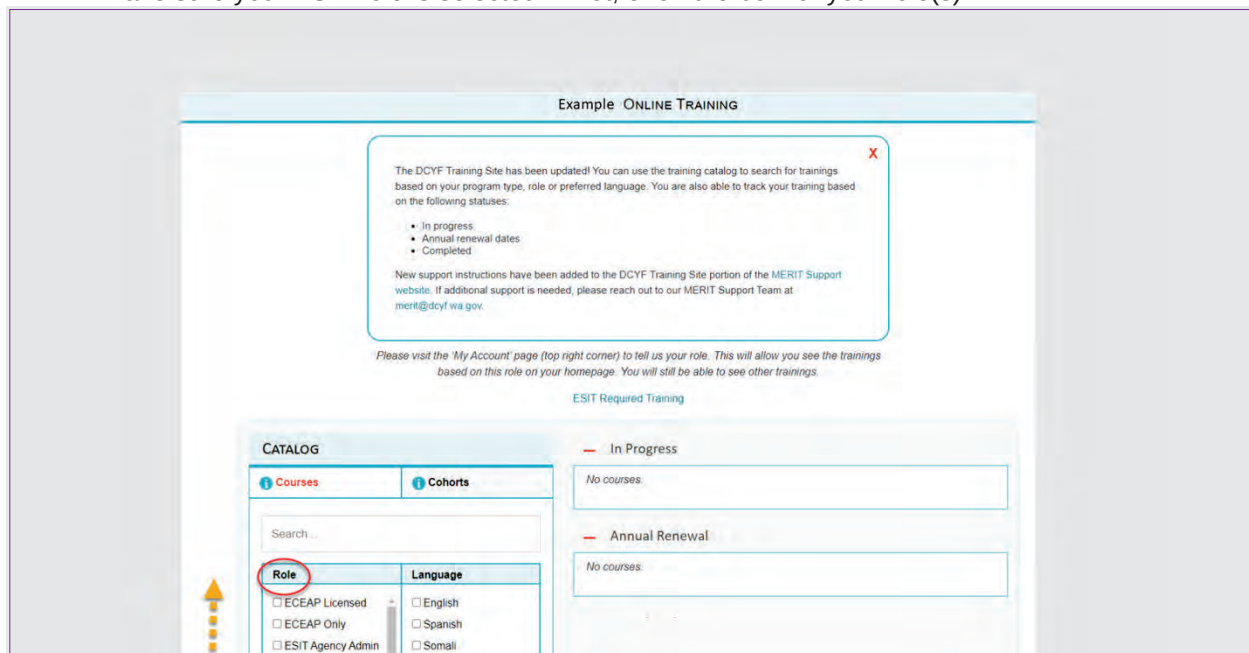
3. How to Register for an ESIT Live Seminar

1. Login to your DCYF Training Site account at www.dcyftraining.com.

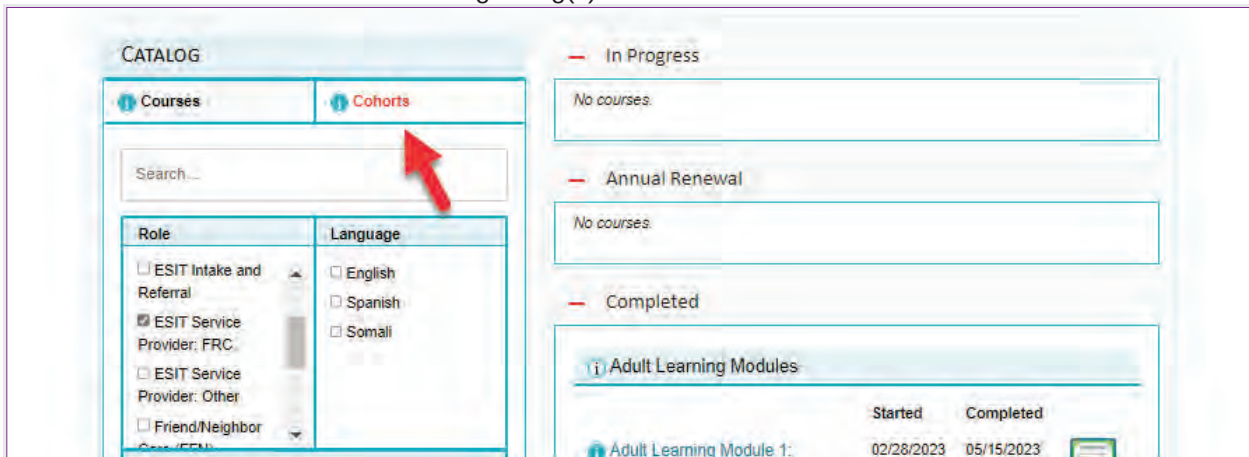
Note: Instructions for creating an account can be found on the [DCYF ESIT webpage](#), under the heading “How to Complete Online Training”.



2. Make sure your ESIT role is selected. If not, **click** the box for your role(s).



3. Click **Cohorts** to see the catalog listing(s) for ESIT Live Seminars.

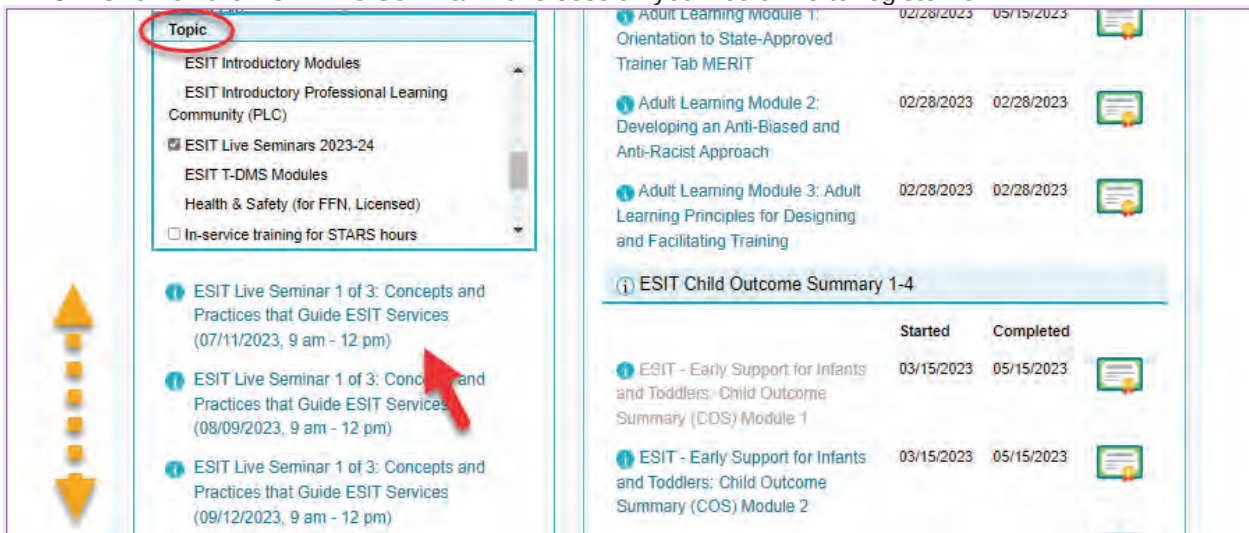


4. Scroll to the **Topic** area of the catalog and select **ESIT Live Seminars 2023-24**.



Available options for all three sessions in the series should now appear under the **Topic** box.

5. Click on the ESIT Live Seminar 1 of 3 session you would like to register for.



6. Session details will appear. Your status will show you are not in this cohort yet. Click **Register** to enroll. If this isn't the session you want, click Return to your courses to go back without registering. Do not register for more than one of the same session.

Note: You will need to register for each of the three sessions in the ESIT Live Seminars series separately. Sessions must be completed in order, but not necessarily in the same month. Prior to attending, please complete all required self-paced new provider training modules.

[Return to your courses](#)

Name	ESIT Live Seminar 1 of 3: Concepts and Practices that Guide ESIT Services (07/11/2023, 9 am - 12 pm)
Description	ESIT Live Seminars are a series of three (3) "live" seminars held over Zoom. Each session is three (3) hours, from 9 am - 12 pm. ESIT Live Seminars must be completed sequentially, not necessarily within the same calendar month. Please complete all required self-paced new ESIT provider training modules, based on your role, prior to attending the first ESIT Live Seminar. In this first of three seminars, Concepts and Practices that Guide ESIT Services, learners will leave this three-hour session with an understanding of how the ESIT Guiding Principles guide services, the difference between domain based and functional child development, and how global child outcomes support the development of functional child and family outcomes. Seminar registrants will receive an email with the Zoom registration link approximately one (1) week prior to the seminar start date.
Starts	7/6/2023
Ends	7/11/2023
Seats Available	10
Requires Approval	No
Your Status	You are not in this cohort yet.

[Register](#)

7. Once you register, you will see confirmation. Your status now shows you in the cohort. **Click Return to your courses** to go back. **Note:** Approximately one week prior, you will receive an email with the Zoom registration link for the session you registered for.

[Return to your courses](#)

Registration was successful. You may now return to your courses.

Name	ESIT Live Seminar 1 of 3: Concepts and Practices that Guide ESIT Services (07/11/2023, 9 am - 12 pm)
Description	ESIT Live Seminars are a series of three (3) "live" seminars held over Zoom. Each session is three (3) hours, from 9 am - 12 pm. ESIT Live Seminars must be completed sequentially, not necessarily within the same calendar month. Please complete all required self-paced new ESIT provider training modules, based on your role, prior to attending the first ESIT Live Seminar. In this first of three seminars, Concepts and Practices that Guide ESIT Services, learners will leave this three-hour session with an understanding of how the ESIT Guiding Principles guide services, the difference between domain based and functional child development, and how global child outcomes support the development of functional child and family outcomes. Seminar registrants will receive an email with the Zoom registration link approximately one (1) week prior to the seminar start date.
Starts	7/6/2023
Ends	7/11/2023
Seats Available	10
Requires Approval	No
Your Status	You are already in this cohort.

The session will now show under the **In Progress** section of your DCYF Training Site account.

Example ONLINE TRAINING

X

The DCYF Training Site has been updated! You can use the training catalog to search for trainings based on your program type, role or preferred language. You are also able to track your training based on the following statuses:

- In progress
- Annual renewal dates
- Completed

New support instructions have been added to the DCYF Training Site portion of the [MERIT Support website](#). If additional support is needed, please reach out to our MERIT Support Team at merit@dcyf.wa.gov.

Please visit the 'My Account' page (top right corner) to tell us your role. This will allow you see the trainings based on this role on your homepage. You will still be able to see other trainings.

ESIT Required Training

CATALOG

Courses

Cohorts

Role	Language
☐ ECEAP Licensed	☐ English
☐ ECEAP Only	☐ Spanish
☐ ESIT Agency Admin	☐ Somali

In Progress

i ESIT Live Seminars 2023-24 - ESIT Live Seminar 1 of 3: Concepts and Practices that Guide ESIT Services (07/11/2023)

i ESIT Live Seminar 1 of 3: Concepts and Practices that Guide ESIT Services

8. Register for the remaining sessions in the three-part ESIT Live Seminar series from your DCYF Training Site account. Make sure your ESIT role is selected. If not, **click** the box for your role(s).

9. Click **Cohorts** to see the catalog listing(s) for ESIT Live Seminars 2 of 3.

CATALOG

Courses

Cohorts

Role	Language
☐ ECEAP Licensed	☐ English
☐ ECEAP Only	☐ Spanish
☐ ESIT Agency Admin	☐ Somali

In Progress

i ESIT Live Seminars 2023-24 - ESIT Live Seminar 1 of 3: Concepts and Practices that Guide ESIT Services (07/11/2023)

i ESIT Live Seminar 1 of 3: Concepts and Practices that Guide ESIT Services

10. Available session options should now appear under the **Topic** box. **Click** on the next ESIT Live Seminar session you would like to register for.

ESIT Live Seminar 2 of 3: Culturally Responsive Assessment Practices
(07/18/2023, 9 am - 12 pm)

ESIT Live Seminar 2 of 3: Culturally Responsive Assessment Practices
(08/16/2023, Each session is three (3) hours, from 9 am - 12 pm)

ESIT Live Seminar 2 of 3: Culturally Responsive Assessment Practices
(09/19/2023, 9 am - 12 pm)

ESIT Live Seminar 2 of 3: Culturally Responsive Assessment Practices
(10/18/2023, 9 am - 12 pm)

ESIT Live Seminar 2 of 3: Culturally Responsive Assessment Practices
(11/14/2023, 9 am - 12 pm)

ESIT Live Seminar 3 of 3: Functional IFSP

ESIT Child Outcome Summary 5-6

	Started	Completed
ESIT - Early Support for Infants and Toddlers: Child Outcome Summary (COS) Module 5	03/15/2023	05/15/2023
ESIT - Early Support for Infants and Toddlers: Child Outcome Summary (COS) Module 6, part 1 and 2	03/15/2023	05/15/2023

ESIT Introductory Modules

	Started	Completed
ESIT Introductory Training Module 1: Part C of IDEA	03/29/2023	05/15/2023

Your Status: You are not in this cohort yet.

11. Details about the session will appear. Your status will show you are not in this cohort yet. **Click Register** to enroll. If this isn't the session you want, click Return to your courses to go back without registering.
Note: Do not register for more than one session.

COHORT DETAILS AND REGISTRATION

[Return to your courses](#)

Name: ESIT Live Seminar 2 of 3: Culturally Responsive Assessment Practices (08/16/2023, Each session is three (3) hours, from 9 am - 12 pm)

Description: ESIT Live Seminars are a series of three (3) "live" seminars held over Zoom. Each session is three (3) hours, from 9 am - 12 pm. ESIT Live Seminars must be completed sequentially, not necessarily within the same calendar month. Please complete all required self-paced new ESIT provider training modules, based on your role, prior to attending the first ESIT Live Seminar. In this second of three seminars, Concepts and Practices that Guide ESIT Services, learners will leave this three-hour session with an understanding of how the ESIT Guiding Principles guide services, the difference between domain based and functional child development, and how global child outcomes support the development of functional child and family outcomes. Seminar registrants will receive an email with the Zoom registration link approximately one (1) week prior to the seminar start date.

Starts: 8/11/2023

Ends: 8/16/2023

Seats Available: 21

Requires Approval: No

Your Status: You are not in this cohort yet.

Register

12. After you register, you will see confirmation. Your status now shows you are in the cohort. **Click on Return to your courses** to go back. **Note:** Approximately one week prior, you will receive an email with the Zoom registration link for the session you registered for.

COHORT DETAILS AND REGISTRATION

[Return to your courses](#)

Registration was successful. You may now return to your courses.

Name	ESIT Live Seminar 2 of 3: Culturally Responsive Assessment Practices (08/16/2023, Each session is three (3) hours, from 9 am - 12 pm)
Description	ESIT Live Seminars are a series of three (3) "live" seminars held over Zoom. Each session is three (3) hours, from 9 am - 12 pm. ESIT Live Seminars must be completed sequentially, not necessarily within the same calendar month. Please complete all required self-paced new ESIT provider training modules, based on your role, prior to attending the first ESIT Live Seminar. In this second of three seminars, Concepts and Practices that Guide ESIT Services, learners will leave this three-hour session with an understanding of how the ESIT Guiding Principles guide services, the difference between domain based and functional child development, and how global child outcomes support the development of functional child and family outcomes. Seminar registrants will receive an email with the Zoom registration link approximately one (1) week prior to the seminar start date.
Starts	8/11/2023
Ends	8/16/2023
Seats Available	21
Requires Approval	No
Your Status	You are already in this cohort.

The session will now show under the **In Progress** section of your DCYF Training Site account.

Note: The heading for ESIT Live Seminar 2 of 3 is greyed out. This indicates that ESIT Live Seminar 1 of 3 must be completed first.

CATALOG

— **In Progress**

Courses
Cohorts

Search...

Role	Language
☐ ECEAP Licensed	☐ English
☐ ECEAP Only	☐ Spanish
☐ ESIT Agency Admin	☐ Somali
☐ ESIT Intake and Referral	

i

ESIT Live Seminars 2023-24 - ESIT Live Seminar 1 of 3: Concepts and Practices that Guide ESIT Services (07/11/2023)

i

ESIT Live Seminar 1 of 3: Concepts and Practices that Guide ESIT Services

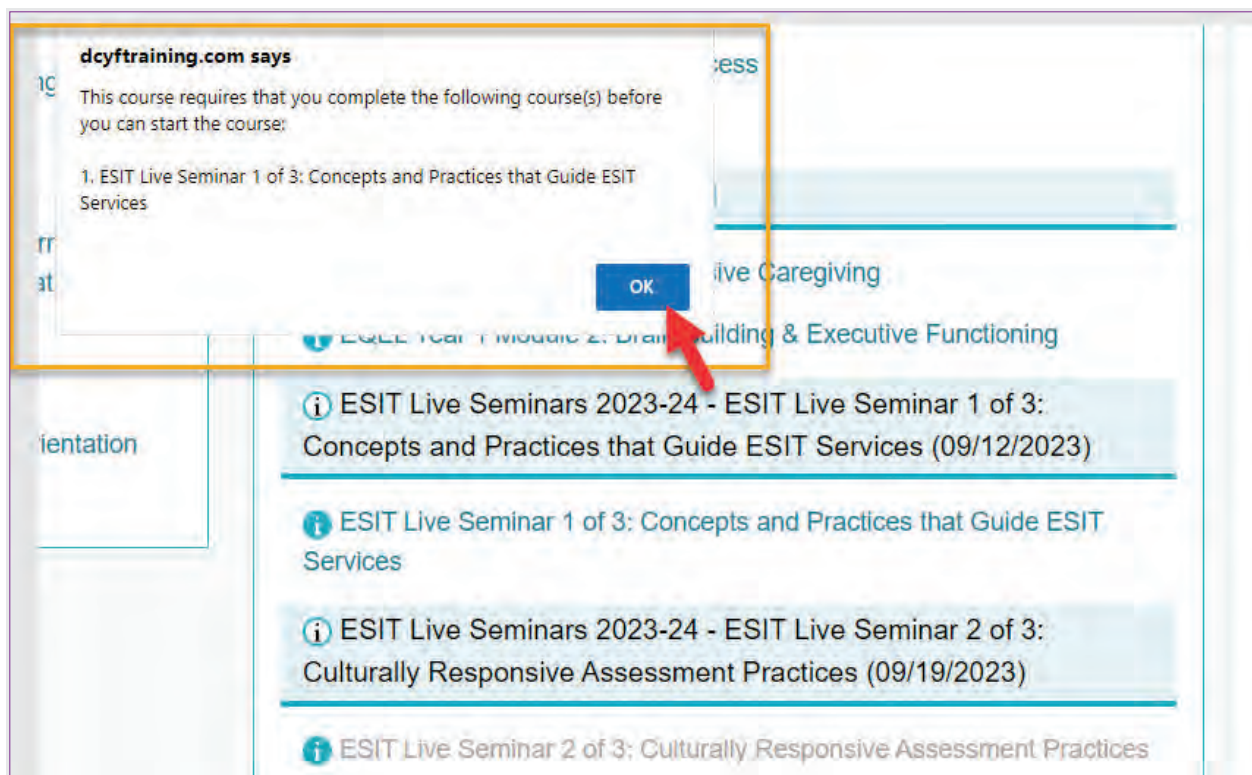
i

ESIT Live Seminars 2023-24 - ESIT Live Seminar 2 of 3: Culturally Responsive Assessment Practices (08/16/2023)

i

ESIT Live Seminar 2 of 3: Culturally Responsive Assessment Practices

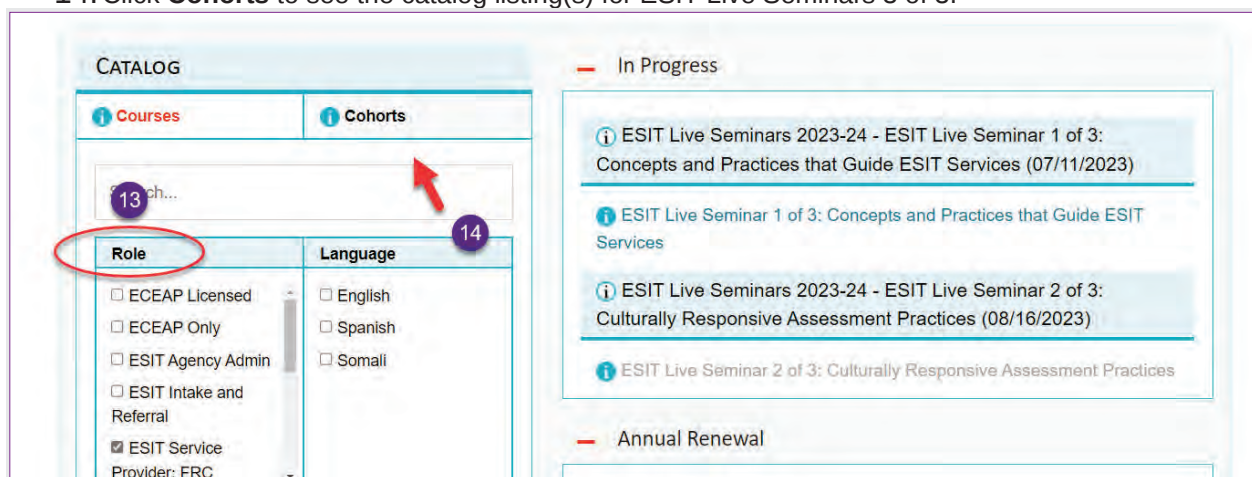
Note: If you click on a session before the one prior has been completed, a notification will appear, reminding you that ESIT Live Seminars must be completed in order.



Note: You will need to register for each of the ESIT Live Seminars in the 3-part series separately.

13. Register for the remaining ESIT Live Seminar session from your DCYF Training Site account. Make sure your ESIT role is selected. If not, **click** the box for your role(s).

14. Click **Cohorts** to see the catalog listing(s) for ESIT Live Seminars 3 of 3.



Available session options should now appear under the **Topic** box.

15. **Click** on the ESIT Live Seminar 3 of 3 session you would like to register for.

↑	ESIT Live Seminar 3 of 3: Functional IFSP Outcomes and Strategies that Support Family Centered Practices (08/23/2023, 9 am - 12 pm)	
↑	ESIT Live Seminar 3 of 3: Functional IFSP Outcomes and Strategies that Support Family Centered Practices (09/26/2023, 9 am - 12 pm)	
↑	ESIT Live Seminar 3 of 3: Functional IFSP Outcomes and Strategies that Support Family Centered Practices (10/25/2023, 9 am - 12 pm)	
↑	ESIT Live Seminar 3 of 3: Functional IFSP Outcomes and Strategies that Support Family Centered Practices (11/21/2023, 9 am - 12 pm)	

16. Details about the session will appear. Your status will show you are not in this cohort yet. **Click Register** to enroll. If this isn't the session you want, click Return to your courses to go back without registering. Do not register for more than one session.

COHORT DETAILS AND REGISTRATION	
Return to your courses	
Name	ESIT Live Seminar 3 of 3: Functional IFSP Outcomes and Strategies that Support Family Centered Practices (10/25/2023, 9 am - 12 pm)
Description	ESIT Live Seminars are a series of three (3) "live" seminars held over Zoom. Each session is three (3) hours, from 9 am - 12 pm. ESIT Live Seminars must be completed sequentially, not necessarily within the same calendar month. Please complete all required self-paced new ESIT provider training modules, based on your role, prior to attending the first ESIT Live Seminar. In this third of three seminars, Concepts and Practices that Guide ESIT Services, learners will leave this three-hour session with an understanding of how the ESIT Guiding Principles guide services, the difference between domain based and functional child development, and how global child outcomes support the development of functional child and family outcomes. Seminar registrants will receive an email with the Zoom registration link approximately one (1) week prior to the seminar start date.
Starts	10/20/2023
Ends	10/25/2023
Seats Available	28
Requires Approval	No
Your Status	You are not in this cohort yet.
Register	

17. You will see a confirmation. Your status now shows you are in the cohort. **Click on Return to your courses** to go back. **Note:** Approximately one week prior, you will receive an email with the Zoom registration link for the session you registered for.

COHORT DETAILS AND REGISTRATION

[Return to your courses](#)

Registration was successful. You may now return to your courses.

Name ESIT Live Seminar 3 of 3: Functional IFSP Outcomes and Strategies that Support Family Centered Practices (10/25/2023, 9 am - 12 pm)

Description ESIT Live Seminars are a series of three (3) "live" seminars held over Zoom. Each session is three (3) hours, from 9 am - 12 pm. ESIT Live Seminars must be completed sequentially, not necessarily within the same calendar month. Please complete all required self-paced new ESIT provider training modules, based on your role, prior to attending the first ESIT Live Seminar. In this third of three seminars, Concepts and Practices that Guide ESIT Services, learners will leave this three-hour session with an understanding of how the ESIT Guiding Principles guide services, the difference between domain based and functional child development, and how global child outcomes support the development of functional child and family outcomes. Seminar registrants will receive an email with the Zoom registration link approximately one (1) week prior to the seminar start date.

Starts 10/20/2023

Ends 10/25/2023

Seats Available 28

Requires Approval No

Your Status You are already in this cohort.

The session will now show under the **In Progress** section of your DCYF Training Site account.

CATALOG

Courses

Cohorts

Search...

Role	Language
☐ ECEAP Licensed	☐ English
☐ ECEAP Only	☐ Spanish
☐ ESIT Agency Admin	☐ Somali
☐ ESIT Intake and Referral	
☒ ESIT Service Provider: FRC	
Topic	
☒ Administrative (for FFRN, Licensed, ECEAP)	

— In Progress

ESIT Live Seminars 2023-24 - ESIT Live Seminar 1 of 3: Concepts and Practices that Guide ESIT Services (07/11/2023)

ESIT Live Seminar 1 of 3: Concepts and Practices that Guide ESIT Services

ESIT Live Seminars 2023-24 - ESIT Live Seminar 2 of 3: Culturally Responsive Assessment Practices (08/16/2023)

ESIT Live Seminar 2 of 3: Culturally Responsive Assessment Practices

ESIT Live Seminars 2023-24 - ESIT Live Seminar 3 of 3: Functional IFSP Outcomes and Strategies (10/25/2023)

ESIT Live Seminar 3 of 3: Functional IFSP Outcomes and Strategies

Note: The headings for ESIT Live Seminars 2 of 3 and 3 of 3 are greyed out. This is because ESIT Live Seminars 1 of 2 and 2 of 3 must be completed before ESIT Live Seminar 3 of 3 can be taken.

Need Help with Registration?

If you need help registering or making a change to an existing registration, please contact training@dcyf.wa.gov.

4. Frequently Asked Questions

Q: What if it takes me longer than the required time to complete the required trainings?

A: Newly hired or contracted ESIT Professionals must complete the Initial Training Requirements (Steps 1 and 2) within six months of hire. It is the responsibility of the ESIT PA administrator and/or supervisor to prioritize the completion of the required training within the given timeframe. DCYF ESIT Technical Assistance Specialists can support agencies in developing a plan to meet this contract requirement if compliance is a concern.

Q: I previously completed my ESIT Training Requirements but left my agency. I was working at a non-ESIT employer for over a year but am now working for another ESIT PA. What do I need to do?

A: When there is a lapse in service delivery for one year or more, Steps 1 and 2 of the Initial Training Requirements need to be completed again. This does not apply to FRCs, see guidance regarding the ESIT FRC Credential for more information.

Q: I supervise an ESIT service provider who began working in 2017. They were on leave from August 2020 to August 2021. Do they need to complete the Initial Training Requirements if they are not really a newly hired provider?

A: Yes, any provider in this situation would need to complete their Initial Training Requirements if they became employed (or re-employed) after July 1, 2021, when these new requirements were implemented.

Q: I have been working as an FRC for 3 years and completed my Initial Training Requirements within my first six months of hire. I have not completed and kept a record of 12 hours of continuing education. What do I need to do to be considered fully trained?

A: To be considered fully trained, FRCs must maintain a record of 36 hours of ongoing training during their ESIT Credential three-year period. When this does not happen, the FRC must complete Steps 1 and 2 of the Initial Training Requirements and re-apply for the ESIT Credential.

There may be other specific requirements, depending on individual circumstances. Contact dcyf.esittraining@dcyf.wa.gov to obtain requirements.

Q: Can the Live Seminars be recorded and accessed by those who are unable to attend them live?

A: No. The Live Seminars are interactive and include break out activities, therefore they are not designed to be watched later. An integral component of the live sessions is the ability to interact with and learn from other professionals. This includes professionals from the same discipline as well as those from other disciplines, backgrounds, and areas of experience and expertise. DCYF ESIT believes this type of active participation enhances the learning journey and cannot be duplicated with passive learning participation through a recorded session.

Q: Will there be a limit to the number of participants for each training offered?

A: Registration is limited to 50 participants per Live Seminar. However, ESIT will re-evaluate as the year progresses based on need.

Q: Will there be any additional financial support to Provider Agencies for the hours needed for contracted providers to take the trainings?

A: No. Per the ESIT contract, ESIT Provider Agencies are responsible for ensuring all employed and contracted ESIT providers complete the required training. DCYF ESIT recommends the cost of the initial required training be included in any subcontract agreements.

Accommodations

If you would like to request accommodations for a training, please email dcyf.esittraining@dcyf.wa.gov.

Questions?

For training related questions, please email dcyf.esittraining@dcyf.wa.gov.



Exhibit G - Regional-County-Local Early Childhood Interagency Coordinating Council

1. The state birth-to-three interagency coordinating council (SICC) must identify and work with Regional/County/Local Early Childhood Interagency Coordinating Councils (Referred to as CICC) to coordinate and enhance existing Early Support Services and assist each community to meet the needs of infants and toddlers with disabilities and their families. *RCW 43.216.574*
2. The ESIT Provider Agency must maintain a CICC, within the geographic service area, to advise and assist the ESIT Provider Agency in the implementation of local Early Support Services or participate and collaborate with an Early Learning Coalition (ELC) within the geographic service area to enhance existing Early Support Services and assist each community to meet the needs of infants and toddlers with disabilities and their families. *RCW 43.216.574.*
 - a. The ESIT Provider Agency must present a report at each CICC/ELC meeting on current activities. The Contractor report may include, but is not limited to the following topics:
 - (1) Local ESS Collaboration Plan activities
 - b. The ESIT Provider Agency must request advice and assistance from the CICC/ELC and other stakeholder groups, regarding the following topics:
 - (1) Improvement activities needed to meet compliance and performance targets;
 - (2) Identification of sources of fiscal and other support for Early Support Services;
 - (3) Updating and implementing the Local ESS Collaboration Plan;
 - (4) Identification of issues and processes that impede timely Early Support Services delivery and the proposed strategies and solutions to improve Early Support Services delivery; and
 - (5) Proposing or recommending changes to the FRC and/or Early Support Services delivery system that require modifying the Local ESS Collaboration Plan and/or local Interagency Agreements/MOUs/MOAs.
 - c. The ESIT Provider Agency must make all reasonable efforts to assure the CICC actively recruits parents of children with disabilities and developmental delays to become members of the CICC, to ensure parents are involved at all levels of the Early Support Services system. Preferred Parent recruitment criteria:
 - (1) Parents of a child, aged twelve (12) or younger, with disabilities or developmental delays; and
 - (2) Parents of a child, with disabilities or developmental delays, who are members of diverse cultural ethnic groups; underserved groups, including low income or homeless; and individuals who represent infants and toddlers who are wards of the state.
 - d. The ESIT Provider Agency must make all reasonable efforts to ensure the CICC actively recruits membership to achieve a balance that reflects the geographic gender, ethnic, and cultural diversity, including representatives of local stakeholders. Examples of such representatives include:
 - (1) Child care agencies;
 - (2) DSHS Community Services Offices;
 - (3) DCYF Division of Children and Family Services responsible for foster care placement;
 - (4) Early Head Start programs;
 - (5) Early learning child care agencies;
 - (6) Educational Service Districts;
 - (7) Head Start programs;
 - (8) Local agencies and providers who provide Early Support Services;

- (9) Local agencies and providers who provide services to infants and toddlers without disabilities and their families;
 - (10) Medical providers/hospitals/private health care;
 - (11) Military, if appropriate;
 - (12) School Districts;
 - (13) School District McKinney-Vento Coordinators;
 - (14) Tribal governments/programs;
 - (15) Washington State Migrant Council; and
 - (16) Washington Work First
- e. The ESIT Provider Agency must support and participate in CICC meetings at least once between the first of July and the last day of December and at least once between the first of January and the last day of June of this Contract's period of performance or attend quarterly ELC meetings during this Contract's period of performance.
 - f. The ESIT Provider Agency must ensure CICC meetings are open public meetings and are locally publicized.
 - g. Keep on file and upon request, provide to the DCYF, CICC/ELC minutes that include:
 - (1) Names and affiliations of people attending the meetings;
 - (2) Evidence the ESIT Provider Agency made a report at each CICC/ELC meeting;
 - (3) Evidence of sharing information from the State Interagency Coordinating Council (SICC), as found on the ESIT program's section of the DCYF website; and
 - (4) Evidence of local improvement strategies and activities.



Exhibit H - Local ESS Collaboration Plan

Title Department of Children, Youth, and Families
Early Support for Infants and Toddlers (ESIT) Program
Local Early Support Services Collaboration Plan

[Insert Name of EIPA] Local ESS Collaboration Plan. The EIPA is responsible under contract with the Department of Children, Youth, and Families for the development and implementation of the Local EIS Collaboration Plan

1.0. Effective Date

This Local ESS Collaboration Plan will go into effect on the date this plan is signed by all participants involved in its development.

2.0. Duration

The plan must be reviewed on or before the annual anniversary of the effective date and be reviewed annually for renewal thereafter. Amendments can be made, at any time, if needed, with mutual agreement of the signing parties.

3.0. Participants/Liaisons Involved

This plan has been developed by and between:

[Insert EIPA names and all other partners (e.g. DDA, ECEAP, EHS, School Districts, etc.).]

4.0. Authority Cited

Federal (CFR 34 Part 303) and State (WAC 110-400 and RCW 43.215) regulations require cooperation between agencies responsible for the provision of early intervention services under Part C of the Individuals with Disabilities Education Act (IDEA).

5.0. Objectives

Primary objectives include:

- a. Development, implementation, and sustainability of a community based, comprehensive, coordinated, multi-disciplinary system that provides early support services for infants and toddlers with disabilities and their families,
- b. Coordination of payment for early support services from state, local, private, and federal sources,
- c. Enhancing local capacity to provide high quality, equitable early support services and expand and/or improve existing early support service delivery systems,
- d. Enhancing local capacity to identify, evaluate, and meet the needs of all eligible children, including historically under-represented populations, particularly black, indigenous, and people of color, low-income, urban and rural children, and infants and toddlers involved with the child welfare and early learning systems, and
- e. Expanding opportunities for children under three years of age who would be at risk of having substantial developmental delay if they did not receive early support services.

6.0. Joint Responsibilities and Cooperative Relationships

All participants have joint responsibility for conducting and/or reviewing existing, current (less than five years old) needs assessment(s) to identify any gaps related to early support services including development of implementation strategies for addressing the gaps (i.e. Washington Preschool Development Assessment, DDA Strategic Plan, etc.).

a. Needs Assessment: Provide a high-level description of the needs assessment(s) including date(s), populations addressed, gaps identified, and key strategies for resolution.

All participants share responsibilities for establishing, implementing, and maintaining a communication plan for creating a shared understanding of how this plan will be communicated and shared across local ESS systems.

b. Communication Plan

Communication Plan				
Responsible Entity	Purpose (What)	Medium (How)	How Often (When)	Audience (Who)
<i>Ex. Early Head Start</i>	<i>Share Local EIS Plan</i>	<i>All Staff Meeting</i>	<i>Annually</i>	<i>Early Head Start staff</i>

Early support services need to be delivered consistent with the performance indicators in the Washington State Performance Plan (SPP) and Annual Performance Report (APR) submitted annually to the federal Office of Special Education Programs (OSEP). The eleven performance indicators include both compliance and results indicators. All participants must collaborate to ensure early support services result in increased (1) child outcomes in all functional areas of child development including positive social relationships, learning and developing new skills, and the child's ability to meet their own needs and (2) parent confidence in their ability to support their child in all areas of child development.

c. Early Support Accountability: Describe how early support services are delivered consistent with the SPP/APR performance indicators.

Comprehensive Child Find, Outreach, and referral activities must be coordinated across and between all participants. Together, local partners need to prepare and/or disseminate information on the availability of early support services to all primary referral sources to be shared with parents of infants and toddlers. Development and implementation of a comprehensive child find system that includes a process for making referrals, timelines, rigorous standards for appropriately identifying infants and toddlers for early support services, and provides for participation by primary referral sources (CFR 43 Part 303.301-310).

- d. Child Find, Outreach and Referral Plan:** Describe how child find, outreach and referral activities will be implemented and coordinated within the designated local service area(s). How will coordination efforts with other local agencies and programs, including early care and education programs be established? Include a description of how referrals to the primary referral contact will occur.

It is the responsibility of all participants in the development of this plan to plan, coordinate, and implement a multi-disciplinary system for evaluation and assessment, consistent with WAC 110-400 and ESIT Policies and Procedures, must be established.

- e. Evaluation and Assessment Protocols:** Describe how evaluations and assessments needed to establish eligibility for early support services are provided in accordance with ESIT's System of Payments and Fees (SOPAF) Policy. Include an explanation of existing or new fiscal procedures within the local service area.

7.0. Family Resource Coordination (FRC)

Family Resource Coordination is a core service of the early support service delivery system. These core services provided by a designated FRC include responsibility for coordinating all services across agency lines and serving as the single point of contact for carrying out all activities identified by the Individualized Family

Service Plan team. Service coordination is an active ongoing process that involves assisting families in gaining access to, and coordinating the provision of, early support services. (CFR 34 – Part 303.34)

Family Resource Coordination Plan
Coordination of Early Support Services: Describe how FRCs work with all ESIT Service Providers to coordinate services and maximize available resources within a family-centered approach.
Informing Parents: Briefly describe how parents are informed of the family resource coordination options available within in their local service area.
Resource Allocation: Describe how family resource coordination is provided at an adequate FRC to family ratio in support of service coordination, as well as data collection and entry duties.
Teaming & Collaborative Practices: <u>Describe how FRCs are actively engaged in teaming and collaboration practices</u> , so adult partnerships, relationship building, and ongoing interactions occur. Explain how teaming occurs among FRCs, practitioners, and families for initial planning and implementation of interventions, <u>including the frequency of FRC and practitioner interactions.</u>
Exchange of Information: Describe the process for the intentional exchange of information for the purpose of jointly planning, implementing services, and assessing child and family progress.

8.0. Early Childhood Transition

Throughout an infant or toddler's enrollment in early support services , the family and the child's IFSP Team discuss the transition steps to be taken to ensure a smooth transition for the toddler when early support services end, by the toddler's third birthday. The provision of a free appropriate public education (FAPE) through an Individualized Education Plan (IEP) is required no later than the eligible toddler's third birthday. The toddler is no longer enrolled in and eligible for early support services after the toddler's third birthday. For those toddlers who are not potentially eligible for Part B special education, the EIPA must identify other possible and appropriate resources in the community to assist the toddler and family in transitioning out of early support services.

Timely and Effective Early Childhood Transitions: Describe the roles each participant in planning and implementing a system for providing effective family-centered, coordinated, equitable, and culturally and
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linguistically responsive transitions from early support services to early childhood special education services and/or the Early Childhood Education and Assistance Program (ECEAP), Head Start, and other high-quality early childhood settings.

9.0. Dispute Resolution

Participants are encouraged to resolve formal disputes at the lowest possible level. Any formal dispute that cannot be resolved at the lowest possible level must be directed, in writing, to the ESIT Program Administrator at DCYF.

Dispute Resolution Mechanisms: Describe in detail the roles and responsibilities of the participants involved in the development of this plan and others involved in the early support service delivery system for the timely resolution of any disputes that may arise.

10. Signatures

The following signatures signify the commitment of each of the participants/liaisons to implement all of the required elements described herein with due diligence and in the spirit of collaboration as mutually defined. The signing participant/liaison will be responsible for ensuring the activities outlined in the Local EIS Collaboration Plan are met, including continuous communication, coordinating areas of shared responsibility,

and updating each participant on emerging developments pertinent to the successful implementation of the plan.

[illegible]



Exhibit I - Service Area Agreement Guidance

The Department of Children, Youth and Families (DCYF) requires ESIT Provider Agency Contractors to develop and submit Service Area Agreements, as necessary. The purpose of these agreements are to establish clear service area boundaries for recruitment and enrollment of eligible infants and toddlers and their families to ensure that no child and family goes unserved or to delineate service area coverage when there is more than one provider in an identified school district catchment area. Agreements must support policies and procedures for working collaboratively, reducing duplication of services, leveraging funding through efficient use of state, federal and local public and private resources and ensuring responsiveness to family need.

1. The agreement must include:

- a. Specific areas for recruitment and enrollment of eligible infants and toddlers and their families for each party.
- b. Process for referral of families between parties.
- c. Plans for collaborating with service area providers to ensure efficient use of state and community resources for:
 - (1) Ongoing communication.
 - (2) Child Find, Outreach, and Referral Activities Developing community assessments.
 - (3) Evaluation and Assessment
 - (4) Family Resources Coordination
 - (5) Transition responsibilities with school districts and other early childhood partners (e.g. Head Start, ECEAP, etc.),
 - (6) Dispute resolution procedures for grievances and formal complaints among local agencies.
 - (7) Collaboration with community providers, including CICC/ELC Councils.
 - (8) Planning joint staff and parent training opportunities.

2. Guidance for the development of the plan:

- a. Meet with your new provider partners and learn about the services they provide and their program's philosophy. Use this opportunity to begin building a relationship and collaborating on creating a purpose and scope statement. This statement describes how providers will work collaboratively with common goals of serving eligible infants and toddlers and their families within a shared service area. This could include a description of related services each program provides (such as FRC/ST/OT/PT/Special Instruction).
 - (1) Describe how providers will collaborate on evaluating and assessing the needs and strengths of eligible infants and toddlers and their families within the service area(s) such as coordinating community assessment efforts.
 - (2) Define enrollment and service area boundaries. This could include how many families a provider will enroll within defined geographical areas such as:
 - (a) County lines: When both providers serve families in one county, they may divide the county geographically or by school districts.
 - (b) School District Catchment Areas: Defining boundaries by school district catchment areas may be appropriate when providers are physically located in different catchment areas.
 - (c) City Limits: When providers share a geographical area, but one is physically located within a city and the other physically located outside the city limits.
 - (3) Discuss child find, outreach and referral. Some providers may coordinate services in one geographical area through a joint outreach and recruitment process to serve as many eligible infants and toddlers and their families possible between providers and to reduce duplication efforts. These efforts can include:
 - (a) Shared outreach and recruitment materials.
 - (b) One common application for multiple programs.
 - (c) Joint coordination with community partners.
 - (d) Collaboration in response to possible gaps in services.

- (4) Develop a process for referring families between providers. Describe how providers will communicate and prioritize enrollment for families moving between service areas. Considerations include:
- (e) Family choice.
 - (f) Transportation services.
 - (g) Days and hours of operation.
 - (h) Serving special populations (i.e. children who qualify under the McKinney/Vento Homeless Assistance Act, children who are receiving Child Protective Services or Family Assessment Response (FAR) services, etc.).
 - (i) Services a family is already receiving from another provider.
- (5) Actively seek opportunities to work together with other community providers to reduce the impact on the providers' time and to best use provider staff resources. This could include:
- (j) Participate in or conduct a joint CICC/ELC that provides information and guidance for all providers to collaborate on strengthening alignment efforts.
- (6) Actively seek opportunities to conduct joint trainings to support staffing development, including:
- (k) Planning events together.
 - (l) Inviting providers to in-house trainings.
 - (m) Sharing facility or costs.
 - (n) Sharing costs of hiring trainers.
- (7) Plan for ongoing communication and problem resolution that promotes good communication, giving providers an opportunity to assess how collaboration is working. Discussion topics could include:
- (o) Sharing professional development opportunities.
 - (p) Sharing information about recruitment practices and current enrollment data.
 - (q) Sharing community assessment data.
 - (r) Addressing concerns in a timely manner as issues arise.
 - (s) Making mutually agreed upon changes.



Exhibit J - ESIT Provider Agency-ESIT Service Provider Subcontract Requirements

1. EARLY SUPPORT SERVICES PROVISION

a. Scope of Work:

- (1) The Subcontractor must provide the Early Support Services, in accordance with [Sec. 303.13 Early Intervention Services - Individuals with Disabilities Education Act](#), and qualified personnel; and otherwise all things reasonably necessary for, or incidental to, the performance of the work, as set forth. The Subcontractor's responsibilities include, but are not limited to:

b. Internal Policies and Procedures:

- (1) The Subcontractor must establish and implement written internal policies and procedures, within ninety (90) calendar days of contract execution, that comply with Federal and State requirements, including WACs and DCYF program policies and procedures. These internal policies and procedures must be on hand and available upon request and must include but not be limited to the following:
 - (a) Enrollment process (e.g. child find and public awareness, referral, screening, evaluation and assessment, and Family Resource Coordination).
 - (b) ESIT service provision (e.g. timely service provision, natural environments, evidence-based and/or promising practices, twelve (12) month services, transition).
 - (c) Procedural safeguards (parent rights, prior written notice, consent, confidentiality) and dispute resolution requirements.
 - (d) Personnel (e.g. maintaining adequate staffing, providing Clinical Supervision, ensuring compliance with personnel standards, personnel development [training and technical assistance], Conflict of Interest, and background checks).
 - (e) Data Management
 - (f) Administrative and fiscal management of the agency including effective internal controls and accountability over funds and property. The internal written procedures must ensure all expenditures conform to the terms and conditions of the contract as well as generally accepted accounting principles.

2. ENROLLMENT PROCESS

a. Child Find and Public Awareness: The Subcontractor must:

- (1) Participate in child find and public awareness activities, including disseminating the DCYF approved public awareness materials and participating in child find events, as outlined in the Local Early Support Services Collaboration Plan with a focus on unserved and underserved areas.
- (2) Document completed child find/public awareness activities and submit to the Contractor and DCYF upon request.
- (3) Participate in the annual review of the Contractor's County and Statewide child find data and public awareness activities and contribute to the Local Early Support Services Collaboration Plan Child Find/Public Awareness activities as appropriate to ensure targeted identification of unserved and underserved populations.

- (4) Participate in the development of local public awareness materials
- b. Referral: The Subcontractor must:
 - (1) Respond to all referrals
 - (2) Within three (3) business days of receipt of the referral, a designated qualified ESIT Service Provider (FRC or Intake Coordinator) must contact the family.
 - (3) Within three (3) business days, enter all referrals received into the DMS, including the status of the Referral indicating the family's informed decision to accept or decline. The referral date is the date the referral was received by the ESIT Provider Agency or Central Intake for the service area, whichever is earlier.
 - (4) Within five (5) business days of the family's consent to participate in Early Support Services, assign an FRC to the family.
 - (5) At least one (1) day prior to the FRC's first visit, assign an FRC in the DMS
 - (6) Submit upon request to the Contractor, documentation that a qualified ESIT service provider (FRC or Intake Coordinator):
 - (a) Provided and reviewed Parent Rights with the parent(s)/guardian(s), and
 - (b) Obtained written documentation of the family's informed decision to accept or decline participation in Part C of IDEA for all Referrals.
- c. Teaming: The Subcontractor must:
 - (1) Use multidisciplinary teaming practices regarding conducting evaluations and assessments, completing child outcome measurement ratings, developing IFSPs and conducting IFSP reviews, and in providing coordinated IFSP services in accordance with the DCYF ESIT program recommended practices.
 - (2) Include specialists, such as but not limited to, Deaf/Hard of Hearing, Blind/Low Vision, and or Deaf Blind, in all IFSP development and reviews, when appropriate, regardless if provider is employed or contracted by EIPA.
- d. Screening, Evaluation, and Assessment: The Subcontractor must:
 - (1) Conduct screenings, and evaluations and assessments in accordance with:
 - (a) 34 CFR 303.321 Part C of IDEA
 - (b) DCYF ESIT Program Policies and Procedures
 - i. <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/policies-procedures>
 - ii. Developmental Screening-Appropriate Use:
 - iii. <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/contract-materials>
 - iv. ESIT Practice Guidance:
 - v. <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
 - vi. Qualified Personnel Guidelines:
 - vii. https://www.dcyf.wa.gov/sites/default/files/pdf/esit/Qualified_Personnel_Guidelines.pdf
 - (2) Conduct an initial family directed assessment, with concurrence of the family, to identify the family's strengths, resources, priorities, and concerns, and supports necessary to enhance the family's capacity to meet the developmental needs of the child and update annually.
 - (3) Conduct an initial evaluation to determine eligibility and initial assessment of the child's unique strengths and needs to identify appropriate Early Support Services to meet the developmental needs of the child.
 - (a) Evaluation and assessment must be:
 - i. Multidisciplinary, defined as completed by qualified professionals representing at least two (2) disciplines, using two (2) tools/procedures.

- ii. Comprehensive, covers all developmental domains, and includes the use of the Three Prong Approach protocol for vision and hearing for initial evaluation and ongoing annual assessments.
 - iii. Entered into the DMS within ten (10) days of the event.
 - iv. If a child is determined not eligible, the following must be entered before closing the record:
 - i. Evaluations and assessments for all developmental domains, including the use of the Three Prong Approach protocol for vision and hearing.
- (4) Conduct ongoing assessments to identify progress/change in child and family's needs and to inform periodic IFSP reviews and annual IFSP meetings.
- (5) Conduct a re-evaluation to determine ongoing eligibility if at any point during the provision of Early Support Services, the IFSP team determines that the child may no longer be eligible for Part C of IDEA services, the IFSP team must decide whether additional evaluations are warranted to establish continued eligibility for the Part C of IDEA program.
- (6) Use current evaluation and assessment data to develop the child outcome summary of functional performance and select child outcome summary descriptor statements for the three (3) global outcome areas at entry and exit. Families must be included in this process using the Decision Tree.
- (7) Within ten (10) business days of the event, enter eligibility information into the DMS including children referred and found not eligible.
- (8) Within ten (10) business days, enter COS information into the DMS.

e. Timely IFSP Meetings and Service Provision: The Subcontractor must:

- (1) Invite IFSP team members, as outlined in Part C of IDEA and the DCYF ESIT program policies and procedures, to participate in the following IFSP meetings and conduct these meetings:
 - (a) An initial IFSP meeting to develop an initial IFSP for children who are determined eligible for Part C of IDEA, within forty-five (45) calendar days of Referral.
 - (b) An IFSP review at least every six (6) months or more frequently if warranted.
 - (c) An annual IFSP meeting to evaluate the IFSP within 365 calendar days of the initial IFSP.
 - (d) An IFSP meeting to develop a transition plan for every child. This meeting can be combined with any IFSP meeting
 - (e) A transition conference for children potentially eligible for Part B, unless declined by the family, at least ninety (90) days prior to the child's third (3rd) birthday. This meeting can be combined with any IFSP meeting.
- (2) For late referrals, refer to the "Late Referrals: Timelines and Transition Requirements" – Practice Guide":
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
- (3) Engage all families in the Entry and Exit COS process utilizing the Decision Tree as described in the Engaging Families in a Meaningful Way Practice Guide:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
- (4) Collect data to account for the reasons for delays, including exceptional family circumstances, impacting the timeliness of IFSP meetings as outlined in the ESIT program policies and procedures and the Late Services – Provision and Documentation Practice Guide.
- (5) Develop the initial and annual IFSP and revise the IFSP as needed based on decisions made at IFSP meetings, in accordance with ESIT program policies and procedures and all required components of the IFSP as outlined in the IFSP Reviews Practice Guide:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>

f. Family Resources Coordination (FRC): The Subcontractor must:

- (1) Hire sufficient personnel to respond to Referrals and provide FRC services within a maximum caseload ranging from forty-five (45) to fifty-five (55) active IFSPs per 1.0 full-time equivalent (FTE) performing core service coordination activities and functions in accordance with ESIT Policy and Procedures. Caseload must be adjusted proportionately when FRC is assigned other duties. In no case, can an FRC caseload exceed fifty-five (55) for more than sixty (60) days without an exception to policy waiver submitted to the DCYF for approval.

Ensure all FRCs hold a current ESIT Credential in accordance with the following document titled Qualified Personnel Guidelines:

https://www.dcyf.wa.gov/sites/default/files/pdf/esit/Qualified_Personnel_Guidelines.pdf .

- (2) Ensure service coordination is listed on every child's IFSP
- (3) Ensure service coordination activities are documented in the child's file or DMS.
- (4) Support the FRC as an integral team member in the provision of Early Support Services along with other ESIT service providers.
- (5) Carry out all FRC activities as outlined in the DCYF ESIT policies and procedures, and 34 CFR 303.34 including but not limited to providing parent rights and procedural safeguards, facilitating IFSP meetings, coordinating Early Support Services, assisting families in accessing community resources, etc.

g. Early Support Service Provision:

- (1) Timely Service Provision in Accordance with the IFSP: The Subcontractor must:

- (a) Provide all Early Support Services as outlined on each child's IFSP (e.g. frequency, intensity, length, and duration) and use effective teaming practices to meet the developmental needs of the child and the needs of the family related to enhancing their child's development.
- (b) Ensure each child's IFSP is complete and provide a monthly service (which includes family resources coordination) for funding to be available to cover the cost of Early Support Services.
- (c) Initiate Early Support Services within thirty (30) calendar days of the parent's signature or on or before the planned start date on the IFSP.
- (d) Document late other and exceptional family circumstances, impacting the timeliness of initiating IFSP services as outlined in the DCYF program policies and procedures and the Late Services – Provision and Documentation Practice Guide:

<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>

- (2) Natural Environments: The Subcontractor must:

- (a) Provide all Early Support Services in natural environments as documented on the IFSP unless a justification is provided as to why the child's outcome cannot be met in a natural environment, including a plan to return Early Support Services to a natural environment. The plan must address a limited time period for providing Early Support Services in a setting other than a natural environment as outlined in the DCYF policies and procedures and Natural Environments Practice Guide:

<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>

- (3) Evidence-based Practices: The Subcontractor must

- (a) Use evidence-based and/or promising practices from practitioner's professions that meet the needs of children and families and promote and strengthen the capacity of parents and other caregivers to provide everyday learning opportunities for their child and increase child participation in daily activities and family routines.

- (b) Use Family Centered, Coaching and Teaming practices to meet the needs of children and families and promote and strengthen the capacity of parents and other caregivers to provide everyday learning opportunities for their child and increase child participation in daily activities and family routines as described in the ESIT Guiding Concepts:

<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>

(4) Transition: The Subcontractor must:

- (a) Hold an IFSP meeting to establish a transition plan not fewer than 90 days, and, at the discretion of all parties, not more than nine (9) months before a child's third birthday for every child with an IFSP.
- (b) Hold a transition conference for every child determined to be potentially eligible for Part B services, unless declined by the child's family:
 - i. No later than ninety (90) days prior to the child's third (3rd) birthday and, at the discretion of all parties, not more than 9 months before the child's third birthday.
 - ii. If timely notification is provided and Part B does not respond or fails to attend the transition conference, the provider agency must still hold the transition conference and develop or revise the transition plan.
 - iii. For those children determined not to be potentially eligible or those who opt-out of the notification to Part B, reasonable efforts must be made to convene a transition conference among the ESIT Provider Agency, family, and providers of other appropriate services for the child and use the conference meeting to develop or revise the transition plan in the child's IFSP..
 - iv. The IFSP meeting to develop a transition plan or convene the transition conference can be held together or in conjunction with an initial, review, or annual IFSP meeting.
- (c) Identify children who are potentially eligible for Part B services or who have opted-out of the Part B notification in the DMS.
- (d) Provide written notification to the Resident School District of potentially eligible children at 33 months of age unless the family opts out. Notification must include:
 - i. Child's First, Last, and Middle Initial
 - ii. Date of Birth
 - iii. Resident School District
 - iv. Parent Contact Information
 - v. FRC Contact Information
- (e) Provide written notification to the Resident School District when a potentially eligible child's family declines the transition conference, after the notification has been sent, for Part B services.
- (f) Comply with the Early Childhood Transition: Parental Opt-Out policy
- (g) Ensure that when a family opts out of the notification to Part B, no information is sent to the resident school district.
- (h) Ensure late referrals are processed in accordance with the "Late Referrals: Timelines and Transition Requirements" – Practice Guide <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>

3. PROCEDURAL SAFEGUARDS AND DISPUTE RESOLUTION

- a. Procedural Safeguards: The Subcontractor must implement all procedural safeguards requirements in accordance with the DCYF ESIT policies and procedures:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/policies-procedures>
- b. Parent Rights: The Subcontractor must share and explain the Part C of IDEA Procedural Safeguards: Parent Rights with parents of each child referred to Early Support Services at all required junctures in the enrollment and service delivery process. Parent Rights must be provided in the parent's native language or mode of communication, unless clearly not feasible to do so.
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/forms-publications>
- c. Prior Written Notice: The Subcontractor must provide Prior Written Notice (PWN) no less than seven (7) business days in advance, unless it is documented that a different timeframe best meets the family's needs, prior to proposing or refusing to initiate or change the identification, evaluation, service setting, or the provision of appropriate Early Support Services. The PWN must be in the parent's native language or mode of communication, unless clearly not feasible to do so.
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/forms-publications>
- d. Parent Consent:
 - (1) The Subcontractor must obtain written parental consent prior to:
 - (a) Conducting screening.
 - (b) Conducting evaluation and assessment.
 - (c) Providing Early Support Services.
 - (d) Releasing personally identifiable information.
 - (e) Using TRICARE, or private insurance to pay for Early Support Services, including initially and each time there is an increase in frequency, intensity, length, or duration.
 - e. Confidentiality:
 - (1) The Subcontractor must:
 - (a) Protect the confidentiality of any personally identifiable data, information and records collected, maintained, or used in accordance with IDEA requirements and HIPAA standards.
 - (b) Maintain a written record of parties obtaining access to records collected, obtained, or used under Part C of IDEA (except access by parents and authorized employees of the Contractor or provider), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the child's record.
 - (c) Ensure Telehealth services meet HIPAA compliance standards.
- f. Dispute Resolution:
 - (1) The Subcontractor must:
 - (a) Attempt to resolve a dispute with any party at the lowest possible level and if the dispute is unable to be resolved support the grieved party in understanding and requesting a formal dispute resolution option.
 - (b) Maintain records of all information received related to both informal and formal disputes and complaints, how they were resolved and submit to DCYF upon request.

4. PERSONNEL

- a. Adequate Staffing: The Subcontractor must:
 - (1) Ensure adequate levels of qualified ESIT Service Providers and Subcontractors from various disciplines as outlined in the DCYF Qualified Personnel Guidelines

to be available as part of a multi-disciplinary team to evaluate and assess all children referred and provide all IFSP services for each eligible child.

- (2) Ensure that a plan is in place to assure there is no break in FRC services.
 - (3) Provide supervision of practitioners through the following functions: direct observations of service delivery; review of child/family records; performance appraisals of practitioners; and training/technical assistance of practitioners and other applicable ESIT Service Providers and Subcontractors.
- b. Personnel Standards: The subcontractor must maintain current copies of each ESIT Service Provider and subcontractor's license or certification and ESIT Credential, to ensure that those individuals conducting evaluation and assessment and/or providing Early Support Services to eligible children and families meet all applicable state licensure and certification standards and requirements in accordance with the *Qualified Personnel Guidelines*, unless an exemption has been approved by the DCYF.

5. <https://www.dcyf.wa.gov/services/early-learning-providers/qualifications/esit/qualified-personnel-guidelines>

- a. Personnel Recruitment and Retention: The Subcontractor must:

- (1) Have a comprehensive plan for recruitment and retention of ESIT Service Providers.
- (2) Make positive efforts to employ and advance employment of qualified individuals with disabilities.
- (3) Inform DCYF of any personnel shortages or staffing changes.
- (4) Jointly develop recruitment and retention strategies with DCYF, when needed.
- (5) Implement innovative strategies and activities for the recruitment and retention of ESIT Service Providers;
- (6) Promote and financially support the preparation of ESIT Service Providers who are fully and appropriately qualified to provide Early Support Services.

- b. Personnel Development/Training and Technical Assistance: The Subcontractor must:

- (1) Ensure new ESIT program Administrators request and complete orientation, from the DCYF ESIT program before the end of the Contract period or within 120 days from date of hire, whichever is later.
- (2) Ensure ESIT Service Providers have a training plan that includes required trainings and ongoing mentorship of direct service staff who are fully and appropriately qualified to provide Early Support Services.
- (3) Ensure all ESIT Service Providers create an account within the DCYF Training Portal: <https://dcyftraining.com>
- (4) Ensure ESIT Provider Agency staff, ESIT Service Providers and Subcontractors complete required training through the DCYF training portal in accordance with Training and Credential Requirements:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/training>.
- (5) Maintain at least one training contact with an account in the DCYF Learning Management System to track training completion for staff.
 - (a) Complete the following form to request access for a new training contact: <https://app.smartsheet.com/b/form/fc026826ba22476cb03a1e5e259196f5>
 - (b) Disseminate information about ongoing professional development opportunities offered by the DCYF ESIT as advertised on the DCYF website, ESIT Weekly, Training Tidbit Newsletter, and other communications.
- (6) Access and provide training and TA support using:

- (a) DCYF developed resources (e.g. practice guides, clarification memos) and the DCYF developed training materials to support understanding and implementation of Part C of IDEA requirements and the use of evidence-based and/or promising practices as appropriate.
- (b) External resources to support understanding and implementation of Part C of IDEA requirements and the use of evidence-based and/or promising practices including but not limited to Promoting First Relationships (PFR), Home Visiting Rating Scale (HOVRS), and Parent Coaching methodologies.
- (7) Provide employee orientation training on current DCYF ESIT policies, procedures, and other guidance documents.
- (8) Disseminate the DCYF resource materials to ESIT Service Providers and Subcontractors and invite participation in other training and technical assistance opportunities.
- (9) Seek DCYF approval prior to adapting any DCYF provided forms/publications. Submit new and revised training and guidance materials developed using sources outside of the DCYF provided materials to the Contractor [mailto:](#).
- (10) ESIT Provider Agencies and County Lead Agencies are strongly encouraged to use the materials ESIT has provided when developing materials regarding state policy and guidance. Upon request, participate in the development and review of statewide guidance materials.

c. Conflict of Interest: The Subcontractor must

- (1) Monitor ESIT Service Provider's and Subcontractor's status related to Conflict of Interest in collaboration with the DCYF.
- (2) Ensure that ESIT Service Providers and Subcontractors avoid a Conflict of Interest or the appearance of a Conflict of Interest, including but not limited to the abstention from soliciting families enrolled in Early Support Services for private business or personal economic gain. For example:
 - (a) ESIT Provider Agencies, Service Providers, and Subcontractors cannot make a unilateral decision to serve children ages 0-3 in private therapy without documenting that a parent has met with a qualified ESIT Service Provider (FRC or Intake Coordinator) and made an informed decision about declining participation in Early Support Services, including receiving their Parent Rights.
 - (b) ESIT Provider Agencies and Subcontractors cannot make a unilateral decision to serve children ages 0-3, without first referring the child to the ESIT Provider Agency serving the child's Resident School District Catchment Area. If a parent chooses to enroll with an ESIT Provider Agency outside their service area, documentation must be provided, upon request, that:
 - i. The parent met with a qualified ESIT Provider Agency staff from the child's Resident School District Catchment Area (FRC or Intake Coordinator), and
 - ii. Made an informed decision about declining participation in Early Support Services, including receiving their Parent Rights, and/or
 - iii. Obtained approval from DCYF of an exception based on a family's unique needs or circumstances or the Child's Resident School District ESIT Provider Agency capacity. This exception allows the ESIT Provider Agency in the out of service area to bill for applicable DCYF funding.

d. Background Checks:

- (1) The Subcontractor must conduct and keep on file an FBI background criminal history clearance at least once every three years for all employees, Subcontractors and/or volunteers who may have unsupervised access to children

in accordance with state legal requirements for background checks, as defined in:

- (a) RCW 43.43.830 through 43.43.840
<https://app.leg.wa.gov/RCW/default.aspx?cite=43.43>
- (b) Chapter 110-06 WAC: <https://app.leg.wa.gov/wac/default.aspx?cite=110-06&full=true>

e. Local Early Support Services Collaboration Plan:

- (1) The Subcontractor must facilitate or participate in the develop and annual review of a Local Early Support Services Collaboration Plan or Local Strategic Plan to ensure high quality, equitable Early Support Services that addresses:
 - (a) Early Support Services Accountability
 - (b) Child Find, Outreach, and Referral Activities
 - (c) Evaluation and Assessment
 - (d) Family Resources Coordination
 - (e) Transition responsibilities with Resident School Districts and other early childhood partners (e.g. Head Start, ECEAP, etc.),
 - (f) Dispute resolution procedures for grievances and formal complaints among local agencies.
 - (g) Signatures of participants
 - (h) The plan must;
 - i. Include Service Area Agreements, as necessary to ensure that no child and family goes unserved or to delineate service area coverage when there is more than one ESIT Provider Agency serving an identified Resident School District Catchment Area as outlined in the document titled *Service Area Agreement Guidance*. Be reviewed annually, and changes submitted to the Contractor in accordance with the document titled *Local Early Support Services Collaboration Plan*.
 - A. Signatures for reviews are not required
 - B. Maintain documentation that collaborators were involved in the review and provide to the Contractor and DCYF upon request.
 - C. Submit revised plans to Contractor.

f. Regional/County/Local Early Childhood Interagency Coordinating Council: The Subcontractor must:

- (1) Participate in or support a Regional/County/Local Early Childhood Interagency Coordinating Council (CICC), or Early Learning Coalition (ELC) within the county/geographic Early Support Services area, to advise and assist the Contractor in the implementation of local Early Support Services in accordance with RCW 43.216.574 and in collaboration with other applicable advisory committees and early learning coalitions.
- (2) Participate in meetings as outlined in the document titled *Regional-County-Local Early Childhood Interagency Coordinating Council*:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/contract-materials>
- (3) Maintain documentation (e.g. minutes, sign-in sheet) of participation in CICC/ELC meetings.

g. Agency Administration and Management: The subcontractor must:

- (1) Ensure there are sufficient administrative personnel with necessary expertise to manage and operate the agency and provide oversight of any Subcontractors to ensure compliance with state and federal requirements.
- h. Contract Monitoring and Quality Assurance: The subcontractor must:
- (1) Participate in the Contractor's and DCYF's quality assurance activities to be proactive with program improvement and compliance. This includes review of DMS data, internal record reviews, and other strategies as deemed appropriate to identify and to initiate steps to mitigate any potential performance and/or compliance issues.
 - (2) Comply with results of state level monitoring activities as part of the general supervisory authority of the DCYF
 - (a) Participate in data collection, compliance, fiscal, and quality reviews to ensure compliance with Part C of IDEA and Washington State's State Performance Plan/Annual Performance Report compliance and performance indicators, provision of quality Early Support Services, use of evidence-based and/or promising practices as appropriate and to support overall program improvement.
 - (b) Participate in training and TA identified in the DCYF Determination Levels Actions and Supports Rubric, approved improvement plan, and corrective action plan related to the DCYF monitoring that address root causes impacting compliance and/or performance.
 - (c) Participate in the ESIT Statewide Integrated Monitoring System (E-SIMS) and quality assurance activities conducted by the DCYF that include but are not limited to:
 - i. Systems Analysis Program Reviews
 - A. Fiscal Integrity Reviews
 - B. Dispute Resolution
 - C. Child and Family Record Reviews
 - (d) In collaboration with the Contractor and DCYF, develop and implement a Local System Improvement Plan that address the following:
 - i. Performance Based Contracting Quality and Outcome Measures
 - ii. Determinations
 - iii. ESIT Provider Agency identified training and technical assistance activities.
 - iv. Non-compliance
 - (e) In Collaboration with the Contractor and DCYF, use data to progress toward improvement and/or compliance.
 - (f) Participate in monitoring activities that include but are not limited to:
 - i. Fiscal Indicator Verification
 - ii. Single Monthly Count Verification
 - iii. A-19-1A Invoice Verification
 - iv. Payor of Last Resort Verification
 - v. System of Payments and Fees Verification
 - vi. Contract Deliverables Verification
 - vii. Services Delivered Verification,
 - viii. Correction of non-compliance
 - (g) Provide a right of access to its facilities to DCYF, personnel authorized by DCYF, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to

monitor and evaluate performance, compliance, and/or quality assurance under this Contract. DCYF will work with Contractor to determine a mutually acceptable date.

- (h) If DCYF (a) encounters non-compliance with the terms outlined in this Contract on the part of the Contractor, or (b) is not satisfied with the quality of the Contractor's work, DCYF will make a reasonable attempt to assist Contractor with technical assistance to resolve issues that impede quality and compliance. In the event that compliance and/or quality issues are not resolved through standard technical assistance, Contractor will be engaged in corrective action through the development of a Local System Improvement Plan.

- i. Technical Assistance and Training for Continuous Quality Improvement and Compliance: The Subcontractor must identify technical assistance and training needs and access these supports to enhance program improvement and ensure compliance. This should occur following both internal quality assurance activities as well as participation in DCYF monitoring and continuous quality assurance activities.

6. DATA/DOCUMENTS/RECORDS

- a. DMS: The Subcontractor must:

- (1) Enter accurate, valid, and reliable data in the DMS no later than ten (10) business days following an event and in no case later than the tenth (10th) of the following month.
- (2) Enter the following required data in the DMS to maintain each child's Part C of IDEA electronic record:
 - (a) All Referrals;
 - (b) All evaluations/assessments;
 - (c) All eligibility criteria;
 - (d) IFSPs, including documenting late other and exceptional family circumstances, if required, in accordance with the "Late Referrals – Timelines and Transition Requirements" Practice Guide" resulting in delay in holding:
 - i. Timely IFSP meetings (e.g. Initial IFSP meeting within forty-five (45) calendar days from Referral;
 - ii. IFSP review at least once every six (6) months or more frequently as needed;
 - iii. Annual IFSP within 365 calendar days of initial IFSP),
 - iv. IFSP amendment when adding or changing Early Support Services, including frequency, intensity, or duration;
 - v. An IFSP meeting to develop a transition plan, for every child with an ISFP, at least ninety (90) days prior to the child's third (3rd) birthday;
 - vi. A transition conference for every child determined potentially eligible for Part B services, unless declined by the family, at least ninety (90) days prior to the child's third (3rd) birthday;
 - (e) Initiation of Early Support Services within thirty (30) calendar days of the parent's signature, or on or before the planned start date, including documenting programmatic reasons and exceptional family circumstances resulting in reasons for delay; and
 - (f) Child Outcome Summary (COS) entry and exit data reporting.
 - (g) Transition activities:
 - i. Transition steps and services in the IFSP transition plan for all children receiving early support services;

- ii. Potential eligibility for Part B services in the DMS, unless the parent opts out.
 - A. Parents' informed decision to Opt-out of the transition notification to the State Education Agency and Resident School District.
 - B. Date transition conference was held or declined, for all children determined potentially eligible for Part B Special Education Preschool and/or Related Services.
- (3) Enter ESIT Service Provider data into the DMS to maintain a current list of all ESIT Service Providers and Subcontractors and submit Service Provider Verification lists quarterly to the Contractor via SmartSheet link provided by the DCYF.
- (4) Ensure all ESIT Service Providers and Subcontractors using the DMS receive the required training before assuming these duties and that they are subscribed to the DMS GovDelivery.
- (5) Enter all early support service(s) provided to each child monthly into the DMS or an Electronic Medical Record with direct connection to the DMS no later than the tenth (10th) of the following month, when made available by DCYF, in accordance with Chapter 43.216 RCW.
- b. Use of Data: The Subcontractor must use DMS data reports and functions for:
 - (1) Monitoring timelines and compliance.
 - (2) Internal quality assurance purposes including program improvement.
 - (3) Managing caseloads and staffing.
 - (4) Informing financial planning and fiscal management.
- c. Other Documentation and Reporting: The Subcontractor must:
 - (1) Annually submit to the Contractor [mailto:](#)Statewide Directory- Contract Contact information
 - (2) Exit children from the DMS by documenting and submitting to the DCYF, upon request, the following:
 - (a) For children who are referred but do not yet have an IFSP, a child's record can be closed after three (3) failed attempts using at least two (2) different means of communication over a period of at least ten (10) business days and provide prior written notice including parent rights.
 - (b) Exit all children who have a current IFSP and are lost to Early Support Services after a maximum of ninety (90) days from the DMS after three (3) failed attempts on multiple days using at least two (2) different means of communication made over at least ten (10) business days and provide prior written notice including parent rights.
- d. Service Provision: The Subcontractor must:
 - (1) Register for and participate in scheduled DMS training and technical assistance sessions to learn how to document the provision of Early Support Services provided as indicated on an active IFSP monthly for or on behalf of a child/family. Training and technical assistance sessions will require inputting a representative sampling of child/family service delivery information to practice and demonstrate efficiency with the new service delivery tracking and reporting features.
 - (2) Maintain documentation of the provision of Early Support Services provided as indicated on an active IFSP monthly for or on behalf of a child/family within its existing child/family recordkeeping system. Documentation of the Early Support Services provided as indicated on an active IFSP in an existing child/family recordkeeping system must be made available upon request to DCYF.
- e. System of Payment and Fees (SOPAF): The Subcontractor must:

- (1) Maintain documentation supporting the implementation of the SOPAF policy and procedures for each child receiving Early Support Services related to but not limited to:
 - (a) Receipt of Procedural Safeguards, including parent rights
 - (b) Permission to bill public and/or private insurance
 - (c) Determination of Ability and Inability to Pay
 - (d) Billing families' co-pays, co-insurance, deductibles, and monthly participation fees
 - (e) Approval of hardship exemptions
 - (f) Updating the SOPAF form annually or as required to document changes in:
 - i. Insurance Coverage
 - ii. Income
 - iii. Expenditures
 - iv. Increase in Frequency/Intensity/Duration of Services
- f. Record Retention: The Subcontractor must:
 - (1) Retain child records, electronic, digital, and/or paper, for six (6) years from when it was last in effect or the termination of the DCYF contract, whichever is later. Records must meet Secretary of State Standards
<https://www.sos.wa.gov/archives/recordsmanagement/managing-state-agency-records.aspx>
 - (a) Records, electronic, digital, and/or paper, must be destroyed at the request of the parent. Destruction means to "physically destroy the record or ensure that personal identifiers are removed from a record so that the record is no longer personally identifiable, and
 - (b) A permanent record, electronic, digital, and/or paper, of a child's name, date of birth, parent contact information (including address and phone number), names of service coordinator(s) and ESIT service provider(s) and exit data (including year and age upon exit, and any programs entered into upon exiting) may be maintained without time limitation in accordance with 34 CFR 303.416.
 - (c) Submit to ESIT.Reports@dcyf.wa.gov, the Certification of Data Disposition form, within fifteen (15) calendar days of the destruction of records e.g. electronic, digital, or paper.
- g. Inventory: The Subcontractor must:
 - (1) Submit a written request for pre-approval to the Contractor [mailto:](#)for the purchase, in whole or in part with ESIT funds, of all assets with a unit cost (including ancillary costs) of at least \$5,000 or greater.
 - (2) Maintain a list of all inventory purchased in whole or in part with the DCYF funds with unit costs of at least \$500 or greater, including;
 - (a) Computer systems, software, laptop and notebook computers, and other approved office equipment.
 - (b) Communications and audio-visual equipment.
 - (c) Cameras and photographic projection equipment.
 - (d) Therapy appliances.
 - (e) Other assets identified by the Contractor as vulnerable to loss.
 - (f) Include the following in the inventory list and supporting records, if applicable:
 - i. Description of the asset; Manufacturer or trade name;

- ii. Quantity;
- iii. Serial number;
- iv. Inventory control number;
- v. Contractor's acquisition date;
- vi. Order number from purchasing document;
- vii. Total cost or value at time of acquisition;
- viii. Ownership status, for example if shared by multiple funding sources;
- ix. Depreciation for capital assets;
- x. Location of item;
- xi. Useful life, in years; and
- xii. Disposal date, method, and salvage value.

h. Treatment of Assets

- (1) The Subcontractor holds title to equipment purchased in whole or in part with the DCYF funds.
- (2) The Subcontractor must request approval from the DCYF prior to selling or disposing of equipment from the Subcontractor's Inventory List, and the DCYF must have the option of recapturing the equipment.
- (3) If the DCYF gives approval for the Subcontractor to sell the DCYF equipment, the Subcontractor shall use the income for Early Support Services.
- (4) If a Subcontractor ceases provision of Early Support Services, the Subcontractor must transfer title and return to the DCYF any equipment purchased all or in part with the DCYF funds or the proceeds from current market-value sale of such equipment, at the DCYF's discretion.
- (5) If a Subcontractor ceases provision of Early Support Services at a site or Subcontractor, the Contractor must transfer equipment purchased all or in part with the DCYF funds, or the proceeds from current market value sale of such equipment to another the DCYF site or return it to DCYF.
- (6) Any property funded by the DCYF, Part C of IDEA funds must, unless otherwise provided herein or approved by the DCYF, be used only for the performance of this Contract.

7. OTHER REQUIREMENTS

a. Subcontractor Communication with the DCYF: The Subcontractor must:

- (1) Participate in the DCYF web-based meetings, as requested.
- (2) Attend mandatory Statewide and Regional Provider meetings, as designated by the DCYF.
- (3) Participate in technical assistance and continuous quality improvement activities with the DCYF Program Staff, as requested.
- (4) Sign up to receive ESIT communications e.g. ESIT Weekly, Training Tidbit Newsletter, etc.
- (5) Inform the Contractor immediately of:
 - (a) Any serious issue that impacts Early Support Services for the DCYF.
 - (b) Any serious issue that has potential for media coverage.
 - (c) A charge or conviction against an ESIT Service Provider and subcontractor for a disqualifying crime under WAC 110-06-0070:

<https://apps.leg.wa.gov/WAC/default.aspx?cite=110-06-0070>

b. Outcome measure activities: The Subcontractor must participate in outcome measure activities, as requested by the DCYF to help achieve the following long-term child and

family outcomes, with a focus on building partnerships, using data to learn and improve, and advancing racial and social justice equity:

- (1) Expected child outcomes of the DCYF are:
 - (a) Positive social-emotional skills (including positive social relationships),
 - (b) Acquisition and use of knowledge and skills (including early language/communication), and
 - (c) Use of appropriate behaviors to meet their needs
- (2) Expected Family outcomes are:
 - (a) Know their rights,
 - (b) Effectively Communicate their child's needs, and
 - (c) Help their child develop and learn

c. Performance-Based Contracting (PBC): The Subcontractor must do the following:

- (1) Certify monthly that Early Support Services were provided to all children with an active IFSP, as submitted for billing.
- (2) Participate in universal training as well as targeted and tailored technical assistance as may be needed, when provided by the DCYF
- (3) Ensure that all ESIT service(s) provided to each child monthly are entered into the DMS or an Electronic Medical Record with direct connection to the DMS no later than the tenth (10th) of the following month, when made available by DCYF, in accordance with Chapter 43.216 RCW.
- (4) Participate in the develop a Local System Improvement Plan to address any unmet statewide targets for the performance Indicators as identified in the State Performance Plan/Annual Performance Report and reported on the annual Provider Agency Data Profile.
- (5) Adhere to the document titled *ESIT PBC Logic Model*.

d. In-person Services: The Subcontractor must offer and provide in-person early support services in accordance with the following:

- (1) ESIT Multi-Stage Framework for Reentry to In-person Services outlined on the DCYF COVID ESIT webpage.
- (2) Local health jurisdictions, Washington State Department of Health (DOH) and Centers for Disease Control and Prevention (CDC) guidance.

e. Mandatory Reporters: The Subcontractor must ensure that ESIT Service Providers and Subcontractors understand they are mandatory reporters of abuse and neglect involving children and vulnerable adults, in accordance with Chapter 26.44 RCW, and vulnerable adults, in accordance with Chapter 74.34 RCW and participate in training, as needed.

[Mandatory Reporting of Child Abuse and Neglect | Washington State Department of Children, Youth, and Families](#)

f. Subcontracting

- (1) Upon approval by the Contractor and DCYF, the Subcontractor may subcontract with ESIT Service Providers to ensure comprehensive Early Support Services are available.
- (2) The Subcontractor must adhere to requirements outlined in this contract when subcontracting and must notify the Contractor of any subcontract changes.
- (3) In addition, the Subcontractor must:
 - (a) Submit drafts of all subcontracts and agreements regarding the provision of Early Support Services regardless of source of funds to the Contractor for approval by DCYF prior to implementing the subcontract.

- (b) Ensure Subcontractor services are delivered according to Part C of IDEA and this Statement of Work.
- (c) Ensure subcontractors providing more than one (1) type of direct Early Support Service, completes an Annual Fiscal Workbook - Budget Projection and an ESIT Revenue and Expenditure Year-End Report, approved by the Contractor and submitted to DCYF by September 30.
- (d) Ensure audit and monitoring results are available upon request.
- (e) Demonstrate ESIT Service Providers are meeting all requirements as outlined in this Statement of Work.
- (f) Subcontracts must include all language from this Contract including:
 - i. A detailed division of responsibilities between the Subcontractor and Contractor.
 - ii. A list of deliverables the Subcontractor must submit to the Contractor, with due dates.
 - iii. Language that the Subcontractor must implement a plan to remedy noncompliance with the terms and conditions of the Subcontract, found during a monitoring process.

8. FISCAL

- a. Part C of IDEA Fiscal Requirements: The Subcontractor must maintain a financial management system that ensures federal Part C of IDEA funds are used in accordance with IDEA requirements including but not limited to:
- b. Prohibition Against Supplanting, also known as Maintenance of Effort:
 - (1) The Subcontractor must not commingle Federal Part C of IDEA funds with other funds.
 - (2) The Subcontractor must use Federal Part C of IDEA funds to supplement the level of state and local funds expended for eligible infants and toddlers with disabilities and their families, and in no case to supplant those state and local funds.
 - (3) While accountability for maintenance of effort resides fully with the DCYF, and the obligation for meeting maintenance of effort requirements is calculated at the state level, all ESIT Provider Agency Subcontractors are directly responsible for tracking and reporting valid, reliable, accurate, and timely revenue and expenditure data on an annual basis. The ESIT Provider Agency Subcontractor must notify the Contractor in writing if they anticipate more than a 10% change, increase or decrease, in a single source or amount of revenue of local county funds used in support of Early Support Services.
- c. Payor of Last Resort:
 - (1) The Subcontractor must use Federal Part C of IDEA funds as Payor of Last Resort. These funds must not be used to satisfy a financial commitment for Early Support Services that otherwise would have been paid for in full or in-part from another public or private funding source.
 - (2) The Subcontractor may use federal funds to cover the remainder of a partially covered cost.
 - (3) The Subcontractor may use Federal Part C of IDEA funds for infrastructure costs necessary for the provision of direct Early Support Services, such as family/parent advocate positions or positions that do not provide direct ESIT Services.
 - (4) The Subcontractor must have a written payor of last resort policy and consistent protocols and procedures to address the collection of delinquent payments that are implemented equitably for all families.
- d. Use of Funds: The Subcontractor must:

- (1) Ensure that all expenditures meet the federal cost principles as a direct charge, per 34 CFR 303.501.
 - (2) Ensure compliance with use of funds guidance and requirements as set forth in state and federal law, and in accordance with WAC 110-400-0140, including the limit to Administrative Indirect costs.
 - (3) Use fiscal and programmatic data to develop, manage, and maintain a final contract operating budget, delineated by fund source(s), to provide Early Support Services to eligible infants and toddlers and their families.
 - (4) Identify funds for the provision of direct ESIT Services, subcontracting, and indirect costs.
 - (5) Track all fund sources separately.
 - (6) Submit to the Contractor <mailto:>an Annual Fiscal Workbook - Budget Projection, in the document titled *Fiscal Workbook* for approval 30-days from contract execution.
- e. Fiscal Workbook Revision: The Subcontractor must
- (1) Submit for prior approval a Fiscal Workbook – Budget Projection Revision request to the Contractor <mailto:>when:
 - (a) Adding a subcontractor.
 - (b) Terminating a subcontractor.
 - (c) Redistributing 10% or more of the total allocation between Fiscal Workbook – Budget Projection categories.
 - (d) There is more than a 10% variance of total allocation as a result of a contract amendment
 - (2) Make any changes according to the document titled *Fiscal Workbook Definitions and Instructions*.
 - (3) Written requests must be received at least one (1) month prior to the effective date for any revision.
 - (4) Final Fiscal Workbook - Budget Projection Revision requests must be received by the DCYF **no later than May 1**.
- f. Request for Additional Part C of IDEA Funds: The Subcontractor must:
- (1) Notify the Contractor in writing when current funding will be expended before the end of the Contract funding period and any final request for additional funds must be received by the DCYF between February 1 - **April 1**.
 - (2) One-time additional funds requests are contingent upon the availability of unspent Part C funds from a previous state fiscal year
 - (3) Eligibility Criteria for request:
 - (a) Request is for a one-time expense, not a typical or ongoing cost of the ESIT program
 - (b) Budget shortfall is due to unforeseen circumstances
 - (c) All other available fund sources are being utilized to their maximum potential
- g. Fiscal Management: The Subcontractor must:
- (1) Disburse, make payments and/or reimburse funds for allowable expenses.
 - (2) Refer Developmental Disabilities Administration (DDA) eligible children to DDA or document the family's informed decision to decline.
 - (3) Bill and collect third party sources (e.g. Medicaid, TRICARE, and other public and private insurance) and parent fees (including co-pays, co-insurance, deductibles, or a monthly participation fee) in accordance with the ESIT System of Payments and Fees Policy and Procedures.

- (4) Use funds efficiently and effectively to contain costs and provide high quality, equitable Early Support Services that meet the needs of children and families and complies with Part C of IDEA requirements.
- (5) Monitor internal use of funds and resources on an ongoing basis, including participating in audits and fiscal monitoring as well as monitoring funding of subcontracts to ensure compliance with all federal, state, and local mandates.
- (6) In accordance with WAC 110-400-0140 limit Administrative Indirect costs to:
 - (a) No more than ten (10) percent of the total public moneys received when providing Part C of IDEA required components or direct Early Support Services, or
 - (b) No more than five (5) percent of the total public moneys received when acting as a pass through for state birth to three special education, ELTA, or federal Part C of IDEA funding.

9. COMPENSATION

- a. ESIT Service Providers and Provider Agencies are expected to facilitate the coordination of payment for Early Support Services from Federal, State, Local and Private sources (including public, TRICARE, and private insurance coverage).
- b. Travel:
 - (1) The Subcontractor must comply with the Washington State Office of Financial Management travel policy for travel expenses directly related to services under this Contract. <http://www.ofm.wa.gov/policy/10.htm>.
 - a) For reimbursement of Subcontractor staff travel expenses, attach itemized receipts.
 - b) Upon request, provide receipts and other supporting fiscal documentation.

10. DELIVERABLES

- a. Reporting Requirements: The Subcontractor must submit Deliverables, as described:
 - (1) Unless otherwise instructed, return deliverable forms in their original format, to the Contractor.
- b. Required Deliverables for this Subcontract are:
 - (1) ESIT Statewide Directory - Contract Contact Form annually, 30-days from contract execution and as changes occur thereafter.
 - (2) FY25-26 Fiscal Workbook - Budget Projection – Subcontractors,
 - (3) FY25-26 Fiscal Workbook ESIT Revenue and Expenditure Report – Year-End for FY24-25, annually.
 - (4) Service Provider Verification – submit via SmartSheet link provided by the DCYF quarterly on July 31st, October 31st, January 31st, and April 30th.
 - (5) Local Interagency Agreements/MOAs/MOUs, if needed, immediately upon development and as changes occur thereafter.
 - (6) Subcontracts, if needed, prior approval from Contractor and DCYF required, immediately upon development and as changes occur thereafter.
 - (7) Local Early Support Services Collaboration Plan, including Service Area Agreements, if needed, immediately upon development and as changes occur thereafter.
 - (8) FY25-26 Federal Certification and Assurance - annually.
 - (9) FY25-26 Financial Disclosure Certification, annually.
 - (10) Audits or Other Monitoring Reports, within two-weeks of receipt
- c. Other Reporting Requirements:

- (1) Certificate of Insurance two-weeks after renewal
- (2) Certification of Data Disposition, within fifteen (15) calendar days of the destruction of records e.g. electronic or paper.
- (3) Confidentiality and Non-Disclosure Agreement initially and ongoing as staff changes occur



Exhibit K - Personnel Qualification Guidelines

ESIT Practice Guide

Topic: Personnel Qualification Standards

Early Support for Infants and Toddlers (ESIT) services, according to Part C of IDEA, are developmental services provided under public supervision and provided by qualified personnel (CFR303.13). Qualified personnel mean personnel who have met State requirements in the areas in which they are conducting evaluations, assessments or are providing services (CFR303.31). The services and personnel listed in this guidance are not exhaustive. Providers and employers should consult with their County Lead Agency (CLA) or their ESIT Workforce Development Team with questions about including other types of services or personnel in the Individualized Family Service Plan (IFSP).

Personnel Requirements in Washington State for ESIT Service Providers

The chart below summarizes a review of all Washington statutes and the rules of all Washington agencies applicable to serving children eligible under Part C of IDEA and their families and was current as of the date of this guidance. Employers and applicants should consult the websites of the Washington State Department of Health (DOH) and Office of the Superintendent for Public Instruction (OSPI) for the most current requirements. These sites also address appropriate credentials and procedures for applicants from out of state.

ESIT Service (CFR303.13(b))	Discipline (CFR303.13(c))	Education	Credential
Assistive Technology Assists in the selection, acquisition, or use of an assistive technology device used to increase, maintain, or improve functional capabilities of child	Teacher, OT, PT, SLP, Audiologist, etc.	Specialized knowledge of technologies in their field	DOH license in their field or ESA Certificate/OSPI
Audiology Identifies auditory impairments, provides auditory training, assists in selecting/fitting devices, etc.	Audiologist	Master's or Doctorate in Audiology	DOH license RCW 18.35 WAC 246-828 https://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/Audiologist/LicenseRequirements
	School Audiologist	Master's in Audiology	ESA Certificate/OSPI

Family Training Counseling, and Home Visits Assists the family in understanding the child's special needs and enhancing the child's development	Social workers, psychologists, and other : qualified personnel when training caregivers in their field of practice	All qualified personnel listed here except for FRCs	Related DOH license or ESA Certificate/OSPI
Health Services Provides services necessary for child to benefit from EI such as consultation physicians on special health care needs, etc.	See Medical and Nursing Services		
Medical Services Assists in determining developmental status and need for Part C services	Physician (e.g. Family Practitioner, Pediatrician, Ophthalmologist)	Doctor of Medicine Graduation from an accredited or approved medical school	DOH license RCW 18.71 WAC 246-918 https://wmc.wa.gov/licensing/licensing-requirements
Nursing Services Improves or restores functioning, promotes health and development, etc.	Registered Nurse (RN)	Graduation from approved nursing program	DOH license RCW 18.79 WAC 246-840 https://www.doh.wa.gov/LicensesPermitsandCertificates/NursingCommission/NurseLicensing/RegisteredNurse/LicenseRequirements
	Licensed Practical Nurse under supervision of RN	Completion of approved nursing program	DOH license https://www.doh.wa.gov/LicensesPermitsandCertificates/NursingCommission/NurseLicensing/LicensedPracticalNurse
	School Nurse	Bachelor's in nursing from an accredited program	DOH License or ESA Certificate/OSPI http://www.k12.wa.us/Certification/ESA/SchoolNursel.aspx
Nutrition Services Provides nutrition and feeding assessments, addresses nutritional needs, provides referrals to carry out nutrition goals	Nutritionist	Bachelor's in nutrition, dietetics or related field	DOH license RCW 18.138 WAC 246-822 https://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/DietitianandNutritionist/LicenseRequirements
	Dietician	Bachelor's in nutrition, dietetics or related field	DOH license RCW 18.138 WAC 246-822

			https://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/DietitianandNutritionist/LicenseRequirements
Occupational Therapy Addresses functional needs related to adaptive development, behavior, play, sensory, motor and postural development	Occupational Therapist	Graduation from a nationally accredited, board-approved school	DOH license RCW 18.59 WAC 246-847 https://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/OccupationalTherapist
	Occupational Therapist Assistant under supervision of an OT	Graduation from a nationally accredited, board-approved school	DOH license RCW 18.59 WAC 246-847 https://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/OccupationalTherapist
	School Occupational Therapist	Bachelor's from an American OT Association approved institution	ESA Certificate/OSPI http://www.k12.wa.us/Certification/ESA/OccupationalTherapistl.aspx
Physical Therapy Addresses sensorimotor function through enhancement of musculoskeletal status, neurobehavioral organization, perceptual and motor development, cardiopulmonary status, and effective environmental adaptation	Physical Therapist	Graduation from an accredited school	DOH license
	Physical Therapist Assistant under supervision of a PT	Graduation from an accredited school	DOH license RCW 18.74 WAC 246-915 https://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/PhysicalTherapist/LicenseRequirements
	School Physical Therapist	Bachelor's from an American PT Association approved Institution	ESA Certificate/OSPI http://www.k12.wa.us/Certification/ESA/PhysicalTherapistl.aspx
Psychological Services Administers assessments; interprets information about child behavior and conditions related to learning, mental health, and development; and provides psychological counseling for children, parents, and families; consults on child	Psychologist	Doctorate from a regionally accredited institution	DOH license RCW 18.83 WAC 246-924 https://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/Psychologist/LicenseRequirements
	School Psychologist	Master's in School Psychology	ESA Certificate/OSPI http://www.k12.wa.us/Certification/ESA/SchoolPsychologistl.aspx

development, parent training, and education			
Service Coordination (Family Resources Coordination) Assists and enables a child and family to receive services and understand rights, including procedural safeguards, required under part C of IDEA	Family Resources Coordinator	Complete basic training provided by the DCYF BA in EI field or equivalent suggested	Registration with the DCYF
Sign Language or Cued Language Teaches sign language, cued language, and auditory/oral language; provides oral transliteration services (such as amplification); provides interpretation	Speech-language Pathologist personnel	See Speech-language Pathology	See Speech-language Pathology
	Teacher of the Deaf	See Special Educator	See Special Educator
Social Work Services Addresses patterns of parent-child interaction; provides social or emotional developmental assessment, individual and family counseling, social skill building, and coordination with community resources	Licensed Independent Clinical Social Worker (LICSW) or Licensed Advanced Social Worker (LASW) or Associate-Advanced and Independent Clinical Social Worker (AACSW)	Master's from accredited program	DOH license RCW 18.225 WAC 246-809 https://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/SocialWorker
	School Social Worker	Master's in social work or approved program	ESA Certificate/OSPI http://www.k12.wa.us/Certification/ESA/SchoolSocialWorker!.aspx
	Registered Social Worker	Master's from accredited program	DOH License RCW 18.19 WAC 246.810 https://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/AgencyAffiliatedCounselor/LicenseRequirements
Special Instruction Promotes acquisition of skills in a variety of areas, including cognitive and social interaction; addresses learning environments; provides families with information, skills, and support to enhance skill development of the	Special Education Teacher	Graduation from an approved program	Special Education or Early Childhood Special Education endorsement (preferred)/OSPI www.k12.wa.us/certification/TeacherMain (Exception: Endorsement is not required if a person applied for their certificate prior to July 1, 1987.)

child; plans curriculum to achieve IFSP outcomes	Teacher of the Deaf	Graduation from an approved program	Deaf Education endorsement/OSPI
	Teacher of the Visually Impaired	Graduation from an approved program	Teacher of the Visually Impaired endorsement/OSPI
	Para-educator under supervision	See OSPI Guidelines	OSPI Certificate in development, currently not required (7/2018) http://www.k12.wa.us/certification/Paraeducator.aspx
Speech-language Pathology Identifies children with communication or language disorders and delays; provides habilitation, rehabilitation, or prevention of communication or language disorders and delays; provides referrals	Speech-Language Pathologist	Master's degree in speech-pathology or communication disorders	DOH license RCW 18.35 WAC 246-828 https://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/SpeechLanguagePathologist/LicenseRequirements
	Speech-Language Pathology Assistant under supervision of a SLP	Board-approved associate degree certificate of proficiency, or bachelor's degree from a speech, language, and hearing program	DOH license RCW 18.35 WAC 246-828 https://www.doh.wa.gov/LicensesPermitsandCertificates/ProfessionsNewReneworUpdate/SpeechLanguagePathologyAssistant/LicenseRequirements
	School Speech-Language Pathologist	Master's degree in speech-pathology or communication disorders	ESA Certificate/OSPI http://www.k12.wa.us/Certification/ESA/SpeechLanguagePathologistI.aspx
Vision Services Assesses visual functioning, including diagnosis and appraisal of visual disorders, delays, and abilities that affect development; refers for medical and other services necessary for habilitation or rehabilitation of visual functioning disorders; provides communication skills training, orientation and mobility training, and visual training to activate visual motor abilities	Teacher of the Visually Impaired Orientation and Mobility Specialist (for the blind and visually impaired)	Graduation from an approved program Bachelor's and meets course requirements for certification with the Association for the Education and Rehabilitation of the Blind and Visually Impaired (AER)	Teacher of the Visually Impaired endorsement/OSPI

Use of Paraprofessionals and Assistants

Paraprofessionals and assistants who are trained and supervised according to State law may be employed to assist in service provision. (CRF303.119(c)). In general, paraprofessionals, assistants, emergency and temporary hires may carry out planned activities on the IFSP created by their supervisor. Supervision guidelines must be in place...Insurance billing requirements may differ for paraprofessionals and assistants or they may not be billable.

Temporary Employment

When qualified professionals, paraprofessionals or assistants cannot be found after documented good faith efforts, the State may allow the most qualified individuals, who are making documented progress toward the requirements to work under supervision. (303.119(d)). DOH and OSPI generally allow the individual up to a year to complete necessary requirements to work unsupervised.

Supervision Guidelines

Employers should refer to professional standards (i.e. OT, PT, ASHA links) governing particular disciplines as their guidance varies as to the nature, frequency and length of supervision. In general, paraprofessionals, assistants and emergency and temporary hires must have contact with the supervising therapist as often as needed for the provision of quality services. This means at least face to face contact at the beginning of services and at least once per month.

Documentation of supervisory activities should be recorded and available upon request of the DCYF or the CLA. Supervisors may also need to sign off on records for billing purposes.

Emergency and Chronic Personnel Shortages

When there is no qualified professional, assistant, nor anyone working toward requirements available, activities needed to meet outcomes must still be listed on the IFSP and must still be delivered. Teams may discuss alternative professionals to implement activities if appropriate, may connect with surrounding communities to cooperatively plan, may use tele-practice, if appropriate or consult with the DCYF.

Links

OSPI ESA Certification www.k12.wa.us/certification/ESAMain

OSPI Teacher Certification www.k12.wa.us/certification/TeacherMain

DOH www.doh.wa.gov/LicensesPermitsCertificates



Exhibit L - Developmental Screening - Appropriate Use

Date: Dec. 6, 2021

To: To County Lead Agency (CLA) and Direct DCYF-Contracted ESIT Provider Representatives

From: Laurie Thomas, ESIT Program Administrator

Re: Clarification Memo #2021-03 Regarding Appropriate Use of Developmental Screening

***CLAs, please share with your contractors. ***

1. Purpose

To provide clarification regarding the purpose and appropriate use of developmental screening and how those differ from the purpose and appropriate use of developmental evaluation.

2. Definitions

Request for Screening: A request for a developmental screening, where there is no accompanying developmental concern.

Referral: A request for eligibility determination and access to early support services. ESIT provider response to a referral must include a review of [procedural safeguards](#) and an offer of a full developmental evaluation.

3. Screening

Developmental screening is the use of a standardized tool by qualified personnel to support parents, healthcare providers, and others in tracking a child's developmental milestones, where there are no identified concerns. Screening services are considered optional under Part C of the Individuals with Disabilities Education Act (IDEA).

Screening is meant to:

- Identify children who may have developmental delays and are appropriate to receive a full eligibility evaluation.

Screening is not meant to:

- Rule out the need for an eligibility evaluation, where there are developmental concerns.
 - Establish eligibility for early support services.
 - Create IFSP outcomes.
-

4. Screening vs. Evaluation

A child referred for early support services due to an identified concern must be offered a full evaluation, regardless of any prior screening results. The lists below provide examples of when a screening or a full evaluation is appropriate.

Screening is appropriate when:

- A parent/caregiver is curious about their child's development but has no specific concerns and has not requested a full evaluation.
- An ESIT Provider Agency conducts a free community child find event.

Evaluation is required when:

- A parent/caregiver expresses concern about their child's development in any area.
 - A parent/caregiver requests an evaluation, regardless of prior screening results. [F.R. § 303.320\(a\)\(3\)](#)
 - A child receives developmental screening services at a community child find event and concerns are identified.
 - A physician refers a child due to any concern or diagnosed condition. (Note that [some diagnoses](#) lead to automatic eligibility and do not require an evaluation for eligibility.)
-

Resources

More information about developmental screening may be found in the [ESIT Policies and Procedures](#).

For additional support in establishing appropriate screening, assessment, or evaluation processes, contact your regional Technical Assistance Specialist.



Exhibit M - ESIT PBC Logic Model

Contract Group: ESIT

Date: 3.2024

Service Population: Infants & toddlers up to 3 with a developmental delay or diagnosed condition, and their families

Logic Model Statement: ESIT helps infants and toddlers up to 3 years old with a developmental delay or diagnosed condition, and their families by providing information and skills including but not limited to: specialized instruction, speech therapy, occupation therapy, and physical therapy and assessing quality via the ESIT Family Survey and Child Outcome Summary in order to achieve increased family involvement and improved early childhood outcomes and Kindergarten Readiness in support of the following DCYF goals:

Help 80 percent of Washington children to be ready for kindergarten.

Have high quality early learning available and affordable to all in Washington.

The PBC process is to select causal quality, proximal, and distal outcome metrics as a “metric line” to be monitored by DCYF. **Quality measures and proximal outcomes will have individual targets, but a single performance management tool (PMT)** will be applied based on provider performance on both metrics to promote accountability and support continuous improvement.

SERVICES (Activities and Outputs)	QUALITY (Process Measures)	PROXIMAL OUTCOME (Immediate Results)	PERFORMAN CE MANAGEMEN T TOOL (PMT)	DISTAL OUTCOME (Overall Results)	DCYF Strategic Priorities supported by contracted services
Services delivered: Verified services were provided on a monthly basis* (5) Child Find (Birth to One): % of infants and toddlers birth to 1 with IFSPs compared to national data (6) Child Find (Birth to Three): % of infants and toddlers birth to 3 with IFSPs compared to national data	Capacity of EIS Provider to increase the parent's confidence in their ability to support their child's development in all areas: measured by a revised ESIT Family Survey (2) Services in natural environment: % of infants and toddlers with IFSPs who primarily receive early intervention services in the home or community based settings	(4) Family Involvement: % of families reporting that early intervention services have helped their family A. Know their rights; B. Effectively communicate their children's needs; and C. Help their children develop and learn	Local System Improvement Plan	Kindergarten Readiness: Average number of domains ready in WA kids	☒ Help 80 percent of Washington children to be ready for kindergarten. ☒ Have high quality early learning available and affordable to all in Washington.

# Served - Eligible - Enrolled - Completed	Capacity of EIS Provider to complete the Child Outcome Summary (COS) Report: COS ratings are determined using the Decision Tree Tool 1) Timely provision of services: % of infants and toddlers with IFSPs who received early intervention services in a timely manner (7) 45-day timeline: % of eligible infants and toddlers with IFSPs for whom an initial evaluation, assessment, and IFSP meeting were conducted within 45 days (8) Early childhood transition: % of toddlers with disabilities exiting Part C with timely transition planning (90 days prior to 3rd birthday)	(3) Early childhood outcomes: % of infants and toddlers demonstrating improved : A. Positive social-emotional skills (including social A. relationships); B. Acquisition and use of knowledge and skills (including early language/ communication) ; and C. Use of appropriate behaviors to meet their needs.	Local System Improvement Plan	<i>Kindergarten readiness:</i> Percentage Kindergarten ready in Social-Emotional domain in WA Kids
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Working Assumptions:

The SSIP, OSEP reporting, and PBC framework are all in pursuit of the same outcomes for children and families, and that PBC is not a separate initiative requiring completely new reporting. The SSIP Logic Model may be a useful companion piece to any conversations about how all of these efforts align.

**Services verified on a monthly basis will commence once Phase 2 of ESIT's new DMS, ACORN, is launched.*



Attachment 1 - Confidentiality and Non-Disclosure Agreement

STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

The Department of Children, Youth, and Families

And

Snohomish County

I. Recitals

- 1.1 Pursuant to Department of Children, Youth, and Families (the "DCYF") Contract Number 25-1218, attached hereto Snohomish County (the "Contractor") has agreed to ensure a local system for the provision of Part C of IDEA, Early Intervention Services, for infants and toddlers, birth through two, with disabilities and/or developmental delays, and their families..
- 1.2 During the course of providing such services the Contractor and its employees, agents, and subcontractors will have access to confidential or personal information owned by the DCYF relating to DCYF Contract Number 25-1218 which may be protected from disclosure under the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522), or other state or federal statutes.

II. Definition of Confidential or Personal Information

- 2.1 "Confidential Information" or "Data" means information that may be exempt from disclosure under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, personal information, agency source code or object code, and agency security data.
- 2.2 "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.

III. Terms of Agreement

- 3.1 As an employee, agent, or subcontractor of the Contractor I have access to information or data described and contained DCYF Contract Number 25-1218. This information may be confidential information or data, and I understand that I am responsible for maintaining this confidentiality. I understand that the information may only be used for the purposes of the work described in DCYF Contract Number 25-1218.
- 3.2 I understand that before I am allowed access to information and data that is described and/or contained in DCYF Contract Number 25-1218, I must sign and agree to the following:
 - (A) I have been informed and understand that information provided under DCYF Contract Number 25-1218 may be confidential information or data and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information described or contained in DCYF Contract Number 25-1218.
 - (B) I also understand that I am not to access or use the information that is provided under DCYF Contract Number 25-1218 for my own personal information, but only to the extent necessary and for the purpose of performing my assigned duties as an employee of the Contractor under this Agreement. I understand that a breach of this confidentiality will be grounds for disciplinary action which may also include termination of my employment and other legal action.

(C) I agree to abide by all Federal and state laws and regulations regarding confidentiality and disclosure of the information in DCYF Contract Number 25-1218.

By signing this Agreement, the undersigned agree to this Agreement being effective as of the last signing date noted below.

Contractor Name:

Signature:_____

Print Full Name:_____

Job Title:_____

Date:_____

Signature:_____

Print Full Name:_____

Job Title:_____

Date:_____

Signature:_____

Print Full Name:_____

Job Title:_____

Date:_____

Signature:_____

Print Full Name:_____

Job Title:_____

Date:_____

Employee/Sub-Contractor/Agent Name:

Signature:_____

Print Full Name:_____

Job Title:_____

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(The number of signature lines can be deleted and copied to meet your needs).



Attachment 2 - Certification of Data Disposition

Date of Data Disposition _____

I. Data Disposition Requirements

Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of data or confidential information, data or confidential information required to be destroyed under DCYF Contract No. 25-1218 must be destroyed as follows:

- (A) For data or confidential information that is contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- (B) For data or confidential information that is contained on magnetic tape(s), the Contractor shall destroy the data or confidential information by degaussing, incinerating, or crosscut shredding.
- (C) For data or confidential information that is contained on a server or workstation data hard drive or similar media, the data or confidential information shall be destroyed by either
 - (1) Physically destroying the disk(s); or
 - (2) Using a "wipe" utility which will overwrite the data or confidential information at least three times using either random or single character data, degaussing sufficiently to ensure that the data, or confidential information cannot be reconstructed.
- (D) For data or confidential information that is contained on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data or confidential information shall be destroyed by either:
 - (1) Physically destroying the disk(s); or
 - (2) Using a "wipe" utility which will overwrite the data or confidential information at least three times using either random or single character data, degaussing sufficiently to ensure that the data, or confidential information cannot be reconstructed.

II. Certification

- ___ All copies of any data sets related to DCYF Contract No. 25-1218 have been wiped from data storage systems.
- ___ All materials and non-wiped computer media containing any data sets related to DCYF Contract No. 25-1218 have been destroyed.
- ___ All paper copies of the information related to DCYF Contract No. 25-1218 have been destroyed on-site by cross cut shredding.
- ___ All copies of any data sets related to DCYF Contract No. 25-1218 that have not been disposed of in a manner described above, have been returned to the DCYF's Contract Manager listed in this Contract.

The Contractor hereby certifies by the signature below that the data disposition requirements as described in this Certification of Data Disposition and DCYF Contract No. 25-1218, have been complied with as indicated above.

Signature of Contract Manager: _____ Date: _____

Print Name: _____

Return original to DCYF Public Records at dcyf.publicrecords@dcyf.wa.gov



Attachment 3 - Federal Certifications and Assurances

THE FOLLOWING CERTIFICATIONS AND ASSURANCES ARE MADE AND VERIFIED BY THE SIGNATURE OF THE OFFICIAL SIGNING FOR THE CONTRACTOR ON THE SIGNATURE PAGE OF THIS CONTRACT.

THE CONTRACTOR AGREES TO REQUIRE THAT THE LANGUAGE OF THESE CERTIFICATIONS AND ASSURANCES BE INCLUDED IN ALL LOWER TIER COVERED TRANSACTIONS AND IN ALL SOLICITATIONS FOR LOWER TIER COVERED TRANSACTIONS.

1. Acknowledgement of Federal Funding Pursuant to Public Law 117-328, Division H, Title V, Section 505.

If the Contractor is a grantee receiving Federal Funds, or recipient of Federal research grants, the Contractor certifies that it will provide the following notice when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

2. Assurance of Compliance with Federal Nondiscrimination Laws

The Contractor provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance. The Contractor hereby certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.; 34 C.F.R. Part 100) which prohibits discrimination on the basis of race, color, or national origin;
- b. Executive Order 13166 requires recipients of Federal financial assistance to take steps to insure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for accurate and effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the U.S. Department of Education website at: [Persons with Limited English Proficiency | U.S. Department of Education](https://www.ed.gov/notices/english-la) (<https://www.ed.gov/notices/english-la>).
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.; 34 C.F.R. Part 106), which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794; 34 C.F.R. Part 104), which prohibits discrimination on the basis of handicaps;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.; 34 C.F.R. Part 110), which prohibits discrimination on the basis of age;
- f. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made.

3. Audit Certification Requirements for Department of Education

a. Payment Request Certification.

To ensure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved budgets, the vouchers requesting payment under this Contract must include a signed certification by the Contractor that says the following:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

b. Cost Allocation Plan or Indirect Cost Rate Certification and Compliance

Each cost allocation plan or indirect cost rate proposal must comply with the following:

- (1) A proposal by the Contractor to establish a cost allocation plan or an indirect Facilities and Administration (F & A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the Department of Children, Youth, and Families (DCYF), must be certified by the Contractor using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in the Appendices III through VII, and Appendix IX of 2 C.F.R. Part 200. The certificate must be signed on behalf of the Contractor by an individual at a level no lower than the Contractor's vice president or chief financial officer.
- (2) Unless the Contractor has elected the option under 2 C.F.R. § 200.414(f), the Federal Government or Department of Children, Youth, and Families (DCYF) may either disallow all indirect F & A costs or unilaterally establish such a plan or rate when the Contractor fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the Contractor failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

c. Non-profit Organization Certification

If the Contractor is a non-profit organization, but does not qualify as a Major Non-profit Organization, the Contractor must provide a certification that it does not meet the definition of a Major Non-profit Organization as defined in 2 C.F.R. § 200.414(a).

d. Lobbying Certification

The Contractor must submit as a part of its annual indirect F & A cost rate proposal a certification that the Contractor is in compliance with the requirements and standards contained in 2 C.F.R. § 200.450 (Lobbying).

e. Definitions

As used throughout this Contract, the following terms shall have the meanings set forth below:

- (1) "Central service cost allocation plan" means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a state, local government, or Indian tribe on a centralized basis to its departments and agencies. The costs of these services may be allocated or billed to users.
- (2) "Cost allocation plan" means central service cost allocation plan or public assistance cost allocation plan.
- (3) "Indirect (facilities & administrative (F & A)) costs" means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F & A) costs. Indirect (F & A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.
- (4) "Major Non-profit Organization" means a non-profit organization that receives more than \$10 million dollars in direct federal funding.

4. Award Term for Trafficking in Persons

If all or part of the funding for this Contract is in the form of a Federal grant or cooperative agreement, the Contractor agrees to the award terms and conditions as described below:

Trafficking in persons.a. Provisions applicable to a recipient that is a private entity.

- (1)** You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i.** Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii.** Procure a commercial sex act during the period of time that the award is in effect; or
 - iii.** Use forced labor in the performance of the award or subawards under the award.
- (2)** The Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i.** Is determined to have violated a prohibition in paragraph a.(1) of this award term; or
 - ii.** Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.(1) of this award term through conduct that is either—
 - A.** Associated with performance under this award; or
 - B.** Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the Department of Education at 2 CFR part 3485.

b. Provision applicable to a recipient other than a private entity.

The Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- (1)** Is determined to have violated an applicable prohibition in paragraph a.(1) of this award term; or
- (2)** Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.(1) of this award term through conduct that is either—
 - i.** Associated with performance under this award; or
 - ii.** Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the Department of Education at 2 CFR part 3485.

c. Provisions applicable to any recipient.

- (1)** You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.(1) of this award term.
- (2)** Our right to terminate unilaterally that is described in paragraph a.(2) or (b) of this section:
 - i.** Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii.** Is in addition to all other remedies for noncompliance that are available to us under this award.
- (3)** You must include the requirements of paragraph a.(1) of this award term in any subaward you make to a private entity.

d. Definitions.

For purposes of this award term:

- (1)** “Employee” means either:
 - i.** An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii.** Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (2)** “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- (3) "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - B. A for-profit organization.
- (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

For the full text of the award term, go to: (<http://www.ecfr.gov>). The use of Federal funds from this award constitutes the Contractor's acceptance of these terms and conditions.

5. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352; 34 C.F.R. § 82.110)

a. The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," (<http://www.gsa.gov/portal/forms/download/116430>) in accordance with its instructions.
- (3) The Contractor understands and agrees that this certification is a material representation of fact upon which reliance by the Department of Children, Youth, and Families (DCYF) was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

b. Statement for Loan Guarantees and Loan Insurance. The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

- (1) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," (<http://www.gsa.gov/portal/forms/download/116430>) in accordance with its instructions.
- (2) The Contractor understands and agrees that this certification is a material representation of fact upon which reliance by the Department of Children, Youth, and Families (DCYF) was placed when this transaction was made or entered into. Submission of this statement is a prerequisite for making or entering into this transaction imposed by [section 1352, title 31, U.S. Code](#). Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Certification Regarding Debarment, Suspension, and Ineligibility

- a. If federal funds are the basis for this Contract the Contractor, by signature to this Contract, certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from

participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a nonprocurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to subrecipients for any amount. The Contractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.

- b. The Contractor shall immediately notify the Department of Children, Youth, and Families (DCYF) if during the term of this Contract, the Contractor or the Contractor's sub-contractor(s) becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions. DCYF may immediately terminate this Contract by providing Contractor Notice if the Contractor, or the Contractor's Subcontractor(s), becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions during the Period of Performance.

7. Certification Regarding Drug-Free Workplace Requirements

- a. Definitions. As used in this section (7. Certification Regarding Drug-Free Workplace Requirements) –
 - (1) Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 C.F.R. 1308.11 – 1308.15.
 - (2) Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 - (3) Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
 - (4) Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
 - (5) Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
 - (6) Individual means an offeror/contractor that has no more than one employee including the offeror/contractor.
- b. The Contractor, if other than an individual, shall – within thirty (30) days after award (unless a longer period is agreed to in writing for contracts of thirty (30) days or more performance duration); or as soon as possible for contracts of less than thirty (30) days performance duration—
 - (1) The Contractor certifies that it will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (2) The Contractor certifies that it will establish an ongoing drug-free awareness program to inform employees about --
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) The Contractor certifies that it will make it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by **sub-section 7.b.(1)** of this section.

- (4) The Contractor certifies that it will notify the employee described in the statement required by **subsection 7.b.(1)** of this section that, as a condition of employment under the grant, the employee will --
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) The Contractor certifies that within ten (10) days after the Contractor receives the notice required under **Subsection 7.b.(4)ii.** of this Section, the Contractor will provide notice of the conviction to the Department of Children, Youth, and Families. The notice shall include the position title of the employee and the identification number(s) of each affected grant.
- (6) The Contractor certifies that within thirty (30) calendar days of receiving notice under **Subsection 7.b.(4)ii.** of this Section, the Contractor will take one of the following actions with respect to any employee who is convicted of a drug abuse violation that occurred in the workplace:
 - i. Take appropriate personnel action against such employee, up to and including termination; or
 - ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) The Contractor certifies that it will make a good faith effort to maintain a drug-free workplace through implementation of **subsections 7.b.(1) through 7.b.(6)** of this section.
- c. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- d. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

8. Covenant Against Contingent Fees

- a. The Contractor represents and warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Department of Children, Youth, and Families (DCYF) shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- b. Bona fide agency, as used in this clause (*paragraph 8. Covenant Against Contingent Fees*), means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- c. Bona fide employee, as used in this clause (*paragraph 8. Covenant Against Contingent Fees*), means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- d. Contingent fee, as used in this clause (*paragraph 8. Covenant Against Contingent Fees*), means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- e. Improper influence, as used in this clause (*paragraph 8. Covenant Against Contingent Fees*), means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

9. Pro-Children Act (January 2006) Certification Regarding Environmental Tobacco Smoke

- a. The Pro-Children Act, 20 U.S.C. § 7973, imposes restrictions on smoking in facilities where certain Federally funded children's services are provided. The Pro-Children Act prohibits smoking within any indoor facility (or portion thereof), whether owned, leased, or contracted for, that is used for the routine or regular provision of (i) kindergarten, elementary, or secondary education or library services or (ii) health, day care services, or early childhood education programs. The statutory prohibition also applies to indoor facilities that are constructed, operated, or maintained with Federal funds.
- b. By acceptance of this contract or order, the Contractor agrees to comply with the requirements of the Pro-Children Act. The Pro-Children Act also applies to all subcontracts awarded under this contract for the specified children's services. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understand, and comply with the provisions of the Pro-Children Act. Failure to comply with the Pro-Children Act may result in the imposition of a civil monetary penalty in an amount not to exceed \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. Each day a violation continues constitutes a separate violation.

10. Single Audit Requirements

- a. **Subrecipient of Federal Award.** If the Contractor is a subrecipient of federal awards as defined by 2 Code of Federal Regulations (C.F.R.) § 200.1, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DCYF, and the Washington State Auditor's Office. The Contractor shall incorporate the audit requirements described in 2 C.F.R. Subpart F (2 C.F.R. §§ 200.500 through 200.521) into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to 2 C.F.R. Part 200 and any successor or replacement Circular or regulation.
- b. **Expends \$1,000,000 or More in Federal Awards.** A Contractor (non-Federal entity) that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 C.F.R. § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph d. of this section. The Contractor shall be required to procure and pay for the single or program specific audit for that fiscal year. Upon completion of each audit, the Contractor shall submit to DCYF's Contract Manager the data collection form and reporting package specified in 2 C.F.R. Part 200 and 2 C.F.R. Appendix X to Part 200, and any reports required by the program-specific audit guide (if applicable).
- c. **Exemption when Federal awards expended are less than \$1,000,000.** A non- Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, DCYF, and Government Accountability Office (GAO).
- d. **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding Research & Development), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with 2 C.F.R. § 200.507. A program-specific audit may not be elected for Research & Development unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- e. **Audit Report Submission**
 - (1) **Single Audit Deadline.** Pursuant to 2 C.F.R. § 200.512 the single-audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

(2) Program Specific Audit Deadline. Pursuant to 2 C.F.R. § 200.507 the program-specific audit must be completed and the reporting submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by Federal law or regulation, the auditee must make report copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

11. Whistleblower Protections for Contractor Employees

- a.** This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the Contractor employee whistleblower protections established at 41 U.S.C. § 4712.
- b.** The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 48 C.F.R. § 3.908 of the Federal Acquisition Regulation (FAR).
- c.** The Contractor shall insert the substance of this section, including this subsection (c), in all subcontracts over the simplified acquisition threshold, as defined in 48 C.F.R. § 2.101 (FAR 2.101) on the date of subcontract award.
- d.** Consistent with the requirements of this section, the Contractor certifies that it will provide the following notice to its employees in the employees' predominant native language.
 - (1)** An employee of a contractor, subcontractor, grantee, subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to any of the entities listed in subsection 13.d.(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.
 - (2) Entities to Whom Disclosure May be Made.** The information described in subsection 13.d.(1) may be disclosed to the persons or entities described in this subsection by an employee of the Contractor, subcontractor or grantee.
 - i.** A Member of Congress or a representative of a committee of Congress.
 - ii.** An Inspector General.
 - iii.** The Government Accountability Office.
 - iv.** A Federal employee responsible for contract or grant oversight or management at the relevant agency.
 - v.** An authorized official of the Department of Justice or other law enforcement agency.
 - vi.** A court or grand jury.
 - vii.** A management official or other employee of the contractor, subcontractor, grantee, subgrantee, or personal services contractor who has the responsibility to investigate, discover, or address misconduct.