



**INTERLOCAL AGREEMENT
County Lead Agency (CLA) - Early Intervention 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

CONTRACTOR CONTRACT MANAGER

Angie Ahn-Lee
EI Program Manager/Part C Coordinator
angie.ahn-lee@snoco.org
Phone: (425) 388-7114

DCYF ADDRESS

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

DCYF PROGRAM CONTRACT MANAGER

Tammy McCauley
ESIT Program Consultant
Tammy.McCauley@dcyf.wa.gov
Phone: (509) 789-3726

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 - Required Training Programs
- Exhibit G - Regional-County-Local Early Childhood Interagency Coordinating Council
- Exhibit H - CLA Local ESIT Services Collaboration Plan
- Exhibit I - Personnel Qualification Guidelines
- Exhibit J - Service Area Agreement Guidance
- Exhibit K - ESIT Provider Agency-ESIT Service Provider Subcontract Requirements
- 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, 2021 and must be completed on or before July 31, 2022. Performance on this Contract shall not begin before the effective date.

The funding period of this Contract is from July 1, 2021 through June 30, 2022 and all services must be provided by June 30, 2022; however, the end date of this contract is extended to July 31, 2022, 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 \$13,316,080.75. 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: Tammy McCauley
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

**DEPARTMENT OF CHILDREN,
YOUTH, AND FAMILIES**



Signature

Signature

~~Name~~ Jane Brell Vujovic
Director

Kris Gorgas

Name

Title

Contract Specialist

Title

8/18/2021

8/27/2021

Date

Date



Exhibit A - Statement of Work

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1. DEFINITIONS SPECIFIC TO THE STATEMENT OF WORK

- a. **"ACORN"** or **"Access to Child Online Record Network"** means the ESIT Data Management System and the database used by ESIT Contractors to enter required State and federal data.
- b. **"Administrative indirect"** per WAC 170-400-0140 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 intervention 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 intervention 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 intervention activities	Office supplies shared by multiple programs/cost centers
Program supplies (materials for the provision of 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 ESIT Services allowable activities this is an allowable direct administrative cost.	

- c. **“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.
- d. **“CFR”** means Code of Federal Regulations.
- e. **“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.
- f. **“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 intervention services, including receiving their Parent Rights.
- g. **“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.
- h. **“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 ESIT 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.
- i. **“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.
- j. **“ESIT” or “Early Support for Infants and Toddlers”** means the Part C of IDEA Statewide program.
- k. **“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 ESIT 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).
- l. **“ESIT Services”** means “Early Intervention Services”, as defined in Part C of IDEA, and the Washington State Policies and Procedures, Policy 2 Definitions.
- m. **“ESIT Service Provider”** means an individual, that is either an employee or Subcontractor, who provides ESIT 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.
- n. **“FRC” or the “Family Resources Coordinator”** is the individual who assists an eligible child and his/her family in gaining access to the ESIT Services and other resources, as identified in the IFSP, and in receiving their rights and procedural safeguards of the early intervention 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.

- o. **"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.
- p. **"IFSP" or the "Individualized Family Service Plan"** means the written plan required for providing ESIT Services to an eligible child and the child's family, per Washington's Federally Approved State Plan.
- q. **"Interagency Agreement"** is the means by which two governmental entities contract with each other per RCW 39.34.
- r. **"Local ESIT 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 ESIT Services in the designated service area.
- s. **"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.
- t. **"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.
- u. **"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.
- v. **"Reasonable"** means expenditures for goods and services do not cost more than a typical person, with ordinary prudence, would pay under the same circumstances.
- w. **"Referral"** means any infant and toddler, under the age of three years, potentially eligible for ESIT Services under Part C of IDEA that has been identified and referred for evaluation to an ESIT Provider Agency or ESIT Service Provider.
- x. **"Regional/County Early Childhood Interagency Coordinating Council"** means a geographic entity comprised of membership from various early childhood programs/initiatives, parents and other service providers to coordinate and enhance existing ESIT 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 Early Childhood Interagency Coordinating Councils.
- y. **"Resident School District Catchment Area"** means the geographic boundaries delineating residency of students as defined by the Office of Superintendent of Public Instruction.
- z. **"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.
- aa. **"Statement of Work"** – The detailed description of services to be performed by the Contractor and set forth in the contract.
- bb. **"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.
- cc. **"Technical Assistance Specialist" or "TA Specialist"** means the designated contact at DCYF who provides training and technical assistance in support of the provision of early intervention services.
- dd. **"Tele-practice"** means the application of telecommunications technology to the delivery of professional services at a distance by linking practitioner to family members for assessment, intervention, and/or consultation.
- ee. **"T-DMS" or "Transitional 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.
- 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 INTERVENTION SERVICES UNDER THIS CONTRACT

- a. The full text for each of the authorities and standards that must be followed for implementation of the early intervention 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. Early Intervention Program for Infants and Toddlers with Disabilities: Final Regulations - Federal Register, Vol. 76, No. 188, September 28, 2011 (effective October 28, 2011) (34 CFR Part 303): <https://www.gpo.gov/fdsys/pkg/FR-2011-09-28/pdf/2011-22783.pdf>
- d. Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99): <https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=34:1.1.1.1.33>
- e. OMB Uniform Guidance Subpart E (2 CFR § 200): https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- f. Revised Code of Washington (43.216 RCW), Department of Children, Youth and Families – Early Intervention Services. <https://apps.leg.wa.gov/rcw/default.aspx>
- 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>.

2. 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 Exhibit titled *ESIT Provider Agency-ESIT Service Provider Subcontract Requirements*.
- b. The Contractor must ensure the provision of staff and ESIT Services, within the constraints of the approved Budget, FTE(s), and as defined in the Exhibit titled *Budget 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 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. **ESIT 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 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 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)

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

- (1) Collect information quarterly on completed child find/public awareness activities for 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 ESIT 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 and request timeline for approval by the DCYF prior to use.

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 T-DMS/ACORN within three (3) business days of receipt
- (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 ESIT Services.
- (5) Ensure ESIT Provider Agency assigns an FRC in the T-DMS/ACORN 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. **Timely IFSP Meetings and Timely Service Provision in Accordance with the IFSP:** The Contractor must:
 - (1) Support ESIT Provider Agencies in establishing internal processes to ensure IFSP meetings are held in accordance with required timelines and that IFSP services are provided in a timely manner.
- i. **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 ESIT Services Collaboration Plan.
 - (3) Maintain records of all information received by the CLA related to formal disputes and the resolution of those disputes.
- j. **Staffing:** The Contractor must:
 - (1) Support recruitment and retention efforts of ESIT Provider Agencies to ensure sufficient personnel to respond to Referrals.
 - (2) Ensure ESIT Provider Agencies provide FRC services within a maximum caseload ranging from fifty-five (55) to sixty-five (65) active IFSPs per 1.0 full-time equivalent (FTE). In no case, can an FRC caseload exceed sixty-five (65) for more than sixty (60) days without an exception to policy waiver submitted to ESIT.Reports@dcyf.wa.gov for approval.
 - (3) Ensure ESIT Provider Agencies conduct evaluations and assessments and IFSP meetings according to required timelines, and provide all IFSP services in accordance with Part C of IDEA and the DCYF Policy.
 - (4) 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.
 - (5) Ensure ESIT Services are provided Under Public Supervision.
 - (6) Ensure that all ESIT Service Providers are properly licensed and/or certified, within the State of Washington per Exhibit titled *Personnel Qualifications Guidelines*, as related to their employing agency's requirements, and such documentation of the assurance method used is on file.
- k. **Personnel Development/Training and Technical Assistance:** The Contractor must:
 - (1) Ensure any new CLA Coordinator requests and completes orientation, from the DCYF Technical Assistance and Accountability and Quality Improvement Managers 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 ESIT Provider Agencies have a staff training plan that includes required trainings and ongoing mentorship of ESIT Service Providers who are fully and appropriately qualified to provide ESIT Services.
 - (4) Ensure ESIT Provider Agencies new ESIT Service Providers complete required training through the DCYF Training Portal as outlined in "Required Training Programs" located on

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

- (5) Ensure each ESIT Provider Agency maintain an Administrative User for the DCYF Training Portal to track training completion for staff as outlined in Exhibit titled Required Training Program.
- (6) Ensure ESIT Provider Agency staff who deliver or supervise ESIT Services continue to attend HOVRS training and Community of Practice groups offered by the DCYF.
- (7) Submit new and revised training and guidance materials to <mailto:ESIT.Reports@dcyf.wa.gov> for the DCYF review and final approval with requested timeline.
- (8) Upon request, participate in the development and review of statewide guidance materials.
- (9) 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 scientific, research, evidence-based and/or promising practices as appropriate.
- (10) 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 scientific, research, evidence-based and/or promising practices including but not limited to Promoting First Relationships, HOVRS, and Parent Coaching methodologies.

i. 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 ESIT 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 ESIT Services, including receiving their Parent Rights.

m. 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:
<https://app.leg.wa.gov/RCW/default.aspx?cite=43.43.830>, WAC 110-06
<https://app.leg.wa.gov/wac/default.aspx?cite=110-06&full=true> and DCYF policy:
<https://www.dcyf.wa.gov/6000-operations/6800-background-checks>

n. Local ESIT Services Collaboration Plan: The Contractor must

- (1) Facilitate or review and approve the development of a Local ESIT Services Collaboration Plan(s), as outlined in the Exhibit titled "Local ESIT Services Collaboration Plan, with all ESIT Provider Agencies in the designated county of the CLA, to ensure high quality, equitable services that addresses:
 - (a) Early Intervention 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) Submit to ESIT.Reports@dcyf.wa.gov for review and approval by the DCYF within Ninety (90) days of the date of contract execution.

o. **Service Area Agreements:**

- (1) Develop or review and submit to ESIT.Reports@dcyf.wa.gov , Service Area Agreements per exhibit titled *Service Area Agreement Guidance*, as necessary, 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 Resident School District Catchment Area.
- (2) **Regional/County/Local Early Childhood Interagency Coordinating Council:** The Contractor must:
 - (a) Participate in and support a Regional/County/Local Early Childhood Interagency Coordinating Council (CICC) or Early Learning Coalition (ELC), within the geographic ESIT Services area, to advise and assist the Contractor in the implementation of local ESIT Services in accordance with RCW 43.216.574 and in collaboration with other applicable advisory committees and early learning coalitions.
 - (b) 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>
 - (c) Participate in CICC/ELC meetings two times within the contract period and more often as needs arise.
 - (d) Maintain documentation (e.g. minutes, sign-in sheet) of participation in CICC/ELC meetings.
- (3) **Contract Monitoring and Quality Assurance:** The Contractor must:
 - (a) Use contract management oversight procedures and carry out activities to ensure contract compliance of ESIT Provider Agencies under contract with the CLA.
 - (b) In collaboration with the DCYF, assist with data collection and conduct compliance, fiscal, and quality reviews with ESIT Provider Agencies under contract with the CLA to ensure compliance with Part C of IDEA and Washington State's Annual Performance Report (APR) compliance and performance indicators, provision of quality services, use of scientific, research, evidence-based and/or promising practices as appropriate and to support overall program improvement.
 - (c) In collaboration with the DCYF provide training and TA to support ESIT Provider Agencies in developing and implementing the DCYF approved improvement plans and corrective action plans related to the DCYF monitoring that address root causes impacting compliance and/or performance.
 - (d) In collaboration with the DCYF, participate in monitoring and quality assurance activities conducted by the DCYF for ESIT Provider Agencies under contract with the CLA. Monitoring activities may include but are not limited to fiscal, dispute resolution, data management, procedural safeguards and systems for training and technical assistance.
 - (e) Use data to assist ESIT Provider Agencies progress toward improvement and/or compliance.
- (4) **Data, Documentation and Records**
 - (a) **Data Management System:** The Contractor must:
 - i. Verify the accuracy and reliability of data entry.
 - ii. Use data for monitoring purposes on compliance and quality indicators.
 - iii. Use data for program improvement.

- iv. Support provider agencies in adding new users.
 - v. Ensure eligibility and IFSP events, including the COS, are entered in the T-DMS/ACORN within ten (10) business days of the completed activity and no later than the tenth (10th) of the following month.
- (b) Ensure that all service(s) provided to each child monthly are entered into ACORN or an Electronic Medical Record with direct connection to ACORN no later than the tenth (10th) of the following month, when made available by DCYF, in accordance with HB 1661.

(c) **Other Documentation and Reporting:**

- i. Annually submit to the DCYF directory information for all ESIT Provider Agencies operating within the CLA service area
- ii. Ensure ESIT Provider Agencies and ESIT Service Providers document and submit to the CLA, upon request:
 - A. Attempts made to connect with the family on multiple days over a period of at least seven (7) business days, including failed attempts.
 - B. For children who are referred but not yet found eligible, 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 seven (7) business days.
 - C. Exit all children who have a current IFSP and are lost to services after a maximum of ninety (90) days from the T-DMS/ACORN after three (3) failed attempts on multiple days using at least two (2) different means of communication made over at least seven (7) business days.
- iii. **Ensure all Subcontractors:**
 - A. Register for and participate in scheduled T-DMS/ACORN training and technical assistance sessions to learn how to document the provision of 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.
 - B. Maintain documentation of the provision of 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 services provided as indicated on an active IFSP in an existing child/family recordkeeping system must be made available upon request to DCYF and/or during a scheduled on-site monitoring visit.
- iv. **Ensure all Subcontractors:**
 - A. Retain child records 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>
 - B. Records 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.
 - C. A permanent record 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.

(5) **Inventory:** The Contractor must:

- (a) Submit a written request for the purchase of all assets with a unit cost (including ancillary costs) of \$5,000 or greater.
- (b) Maintain a list of all inventory purchased in whole or in part with the DCYF funds with unit costs of \$500 or greater, including:
 - i. Computer systems, software, laptop and notebook computers, and other approved office equipment.
 - ii. Communications and audio-visual equipment.
 - iii. Cameras and photographic projection equipment.
 - iv. Therapy appliances.
 - v. Other assets identified by the Contractor as vulnerable to loss.
- (c) Include the following in the inventory list and supporting records, if applicable:
 - i. Description of the asset;
 - ii. Manufacturer or trade name;
 - iii. Quantity;
 - iv. Serial number;
 - v. Inventory control number;
 - vi. Contractor's acquisition date;
 - vii. Order number from purchasing document;
 - viii. Total cost or value at time of acquisition;
 - ix. Ownership status, for example if shared by multiple funding sources;
 - x. Depreciation for capital assets;
 - xi. Location of item;
 - xii. Useful life, in years; and
 - xiii. Disposal date, method, and salvage value.

(6) **Treatment of Assets**

- (a) The Contractor holds title to equipment purchased in whole or in part with the DCYF funds.
- (b) 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.
 - i. If the DCYF gives approval for the Contractor to sell the DCYF equipment, the Contractor shall use the income for ESIT Services.
 - ii. If a Contractor ceases provision of ESIT 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.
 - iii. If a Contractor ceases provision of ESIT 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.
- (c) 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.

(7) **Other Requirements**

- (a) **Contractor Communication with the DCYF:** The Contractor must:
- i. Participate in the DCYF web-based meetings, as requested.
 - ii. Attend two (2) mandatory Regional Provider Meetings, as designated by the DCYF.
 - iii. Participate in CLA-ESIT Partnership Session meetings with the DCYF, as requested.
 - iv. Participate in technical assistance and quality improvement activities with the DCYF Staff, as requested.
 - v. Inform the Accountability and Quality Improvement Manager immediately of:
 - A. Any serious issue that impacts services for the DCYF.
 - B. Any serious issue that has potential for media coverage.
 - C. 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>.
- (b) **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.
- i. 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
 - ii. 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) in Effect September 1, 2021:** The Contractor must ensure all Subcontractors do the following:
- i. Certify monthly that services were provided to all children with an active IFSP, as submitted for billing beginning July 1, 2021.
 - ii. Participate in universal training as well as targeted and tailored technical assistance as may be needed, when provided by the DCYF
 - iii. Ensure that all service(s) provided to each child monthly are entered into ACORN or an Electronic Medical Record with direct connection to ACORN no later than the tenth (10th) of the following month, when made available by DCYF, in accordance with HB 1661.
 - iv. Quality and Outcome Measures:

Quality Measure	Capacity of ESIT Service Provider to complete the Child Outcome Summary (COS), which measures the child's progress
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	in all functional areas of development including positive social relationships, learning and developing new skills, and ability to meet their needs
Metric	COS Ratings are determined using the Decision Tree Tool (State Performance Plan: Indicator C-3)
Target	70% of FRCs/Teams will use the decision tree with 80-100% of families.
Reporting Requirement	Indicate use of the Decision Tree in the T-DMS/ACORN for all required Entry & Exit COS
Performance Management Tool	Local System Improvement Plan
Outcome Measures	Capacity of ESIT Service Provider to increase the parent's confidence in their ability to support their child's development in all areas
Metric	ESIT Family Survey (State Performance Plan: Indicator C-4)
Target	A. Know their rights – 83.5% B. Effectively communicate their child's needs – 91.5% C. Help their child develop and learn – 87.5%
Reporting Requirement	Administered annually by an expert contractor working with the DCYF, who will report results to the DCYF.
Performance Management Tool	Local System Improvement Plan

- (d) **In-person services:** The Contractor must ensure Subcontractors:
- i. Resume in-person services in accordance with the following ESIT specific guidance:
 - A. **ESIT Stage One – Limited in-person services**
 - 1) A Plan must be approved by the agency governing body, developed in consultation with the local health jurisdiction, and submitted to the DCYF at ESIT.Reports@dcyf.wa.gov
 - 2) The IFSP team must determine that a child's needs cannot be met without in person contact and requires urgent time limited, pre-approved in-person services which are essential to the child's progress.
 - B. **ESIT Stage Two – Transition to home-based in-person services**
 - 1) A Plan must be approved by the agency governing body, developed in consultation with the local health jurisdiction, and submitted to the DCYF at ESIT.Reports@dcyf.wa.gov
- (e) **Subcontracting:** The Contractor must:
- i. Upon approval by the DCYF, the Contractor may subcontract with ESIT Service Providers to ensure comprehensive ESIT Services are available to all eligible infants and toddlers and their families in each CLA designated area.

- ii. The Contractor must adhere to requirements outlined in Exhibit titled *ESIT Provider Agency-ESIT Service Provider Subcontract Requirements*.
- iii. Notify the DCYF of any subcontract changes.
- iv. In addition, the Contractor must:
 - 1) Ensure Subcontractor services are delivered according to Part C of IDEA and this Statement of Work.
 - 2) Ensure audit and monitoring results are available upon request.
 - 3) Demonstrate Subcontractors are meeting all requirements as outlined in this Statement of Work.

(f) **ESIT Provider Agency/ESIT Service Provider Subcontracts must include:**

- i. All language from the Exhibit titled *ESIT Provider Agency-ESIT Service Provider Subcontract Requirements*.
- ii. A detailed division of responsibilities between the Subcontractor and Contractor.
- iii. A list of deliverables the Subcontractor must submit to the Contractor, with due dates.
- iv. A plan to remedy noncompliance with the terms and conditions of the Subcontract, found during a monitoring process.

(8) **Fiscal**

(b) **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:

i. **Prohibition Against Supplanting:**

- A. The Contractor must not commingle Federal Part C of IDEA funds with other funds.
- B. 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.

ii. **Payor of Last Resort:**

- A. Use Federal Part C of IDEA funds as Payor of Last Resort for direct ESIT Services.
- B. Funds must not be used to satisfy a financial commitment for ESIT Services that otherwise would have been paid for in-full or in-part from another public or private funding.
- C. Federal funds may be used to cover the remainder of a partially covered cost.
- D. Federal funds may be used for county infrastructure costs necessary for the provision of pass-through for direct services.

(c) **Budget Workbook:**

- i. Ensure that all expenditures meet the criteria for Necessary, Reasonable, and Allocable as a direct charge.
- ii. Use fiscal and programmatic data to develop, manage and maintain a final contract operating budget, delineated by fund source(s), to provide ESIT Services to eligible infants and toddlers and their families.
- iii. Budget must identify funds for direct services, subcontracting, and indirect costs.
- iv. Budget must be submitted to ESIT.Reports@dcyf.wa.gov on the budget form provided, for approval.
- v. Administrative Indirect costs cannot exceed 10% of public monies received.
- vi. Submit an initial contract budget within thirty (30) days of contract execution.

(d) **Budget Workbook Amendment:**

- i. Submit for prior approval a budget workbook amendment request to the ESIT.Reports@dcyf.wa.gov when:
 - A. Adding a subcontract.
 - B. Terminating a subcontract.
 - C. Redistributing 10% or more of the total allocation.
 - ii. Any changes must be according to the Exhibit titled *Budget Workbook Definitions and Instructions*.
 - iii. Written requests must be received at least one month prior to the effective date for any amendment.
 - iv. Final Budget Workbook Amendment requests must be received by the DCYF **no later than the first day of May**, within the Contract period.
- (e) **Request for Additional Funds:**
- i. 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 The DCYF **no later than May 1** of the Contract period.
 - ii. Requests to increase the Contract Budget must be received at least one month prior to the date the funds are needed.
 - iii. Any additional funds must be budgeted according to the Exhibit titled *Budget Workbook Definitions and Instructions*.
- (f) **Fiscal Management:** The Contractor must:
- i. Disburse, make payments and/or reimburse funds for allowable expenses.
 - ii. Certify information on the CLA invoice, sign and submit to ESIT.Reports@dcyf.wa.gov for payment.
 - iii. Ensure ESIT Provider Agencies refer Developmental Disabilities Administration (DDA) eligible children to DDA, or document family's informed decision to decline.
 - iv. Ensure ESIT Provider Agencies bill and collect third party sources (e.g. Medicaid, Tri-Care, and other public and private insurance) and parent fees in accordance with ESIT System of Payments and Fees Policy and Procedures.
 - v. Use funds efficiently and effectively to contain costs and provide high quality services that meet the needs of children and families and complies with Part C of IDEA requirements.
 - vi. 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.
 - vii. 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 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 or federal Part C of IDEA funding.
 - viii. Pass through ninety-five percent (95%) of the state birth to three special education fund allocation to ESIT Provider Agencies.
 - viii. Withhold no more than five percent (5%) of the total state birth to three special education funds received for in-direct costs.
 - ix. Participate in a DCYF Fiscal Integrity Review annually

3. 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. ESIT Services are funded through both state and federal funding.
- c. ESIT Provider Agencies are expected to facilitate the coordination of payment for ESIT Services from Federal, State, Local and Private Sources (including public and private insurance coverage).

- d. ESIT Provider Agencies are expected to comply with the Use of Funds requirement to expend state and federal funds for ESIT required activities in accordance with WAC 110-400-0140
- e. DCYF will reimburse ESIT Services as follows:
 - (1) State Birth to Three Special Education Funding – Fee for Service County EIS Rate not to exceed OFM’s annual allocation to DCYF.
 - (a) The Fee for Service County EIS Rate is derived from the Basic Education Allocation (BEA) rate times 1.15, for each Resident School District Catchment Area and weighted by enrollment. The County EIS Rates are based on the DCYF annual average enrollment caseload data from September 2020 – June 2021 and will periodically be adjusted in October, January, and April.
 - (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) Annual Allocation
 - (a) The Contractor’s annual allocations are based on the ELTA’s per child rate multiplied by the DCYF annual average enrollment caseload from September 2021 through June 2021.
 - (b) Compensation is based on actual cost reimbursement not to exceed the maximum CLA’s ELTA Annual Allocation, as shown in Exhibit B, Budget.
 - (3) Part C of IDEA
 - (a) The Contractor’s annual allocations are based on the Part C of IDEA’s per child rate multiplied by the DCYF annual average enrollment caseload from September 2020 through June 2021.
 - (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 ESIT 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. Any Part C of IDEA funding that has not been utilized by June 30, 2022 will be reallocated by the DCYF.
 - (e) 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.
 - (4) Unspent Part C of IDEA Unrealized Enrollment – COVID Relief Funding
 - (a) Unspent Funds used for direct ESIT Services must be payor of last resort.
 - (b) All Unrealized Enrollment – COVID Relief Funding must be spent by June 30, 2022.
 - (c) Contractor must track expenditures unique to this allocation separately.
 - (5) Travel

- (a) The Contractor must comply with 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 employee's 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 the ESIT.Reports@dcyf.wa.gov.
- (6) Voucher Verification
- (a) Prior to payment under this contract, the DCYF must review and approve all data regarding ESIT 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 first business day of the month **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 SHB 2787 "For the purposes of this subsection (2) a child is receiving early intervention services if the child has received services within a month prior to the monthly count day."

- 2) The actual expenditures incurred for the month being billed for Part C of IDEA, ELTA, and Unrealized Enrollment.
 - 3) In addition, included must be an expenditure detail report, showing detailed information that supports monthly expenditures for Part C of IDEA, ELTA, and Unrealized Enrollment funding.
- (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 the 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 to the deficiencies to the satisfaction of the DCYF, the Contractor must receive payment.

4. 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) A-19 Invoices
 - (2) Audits or Other Monitoring Reports
 - (3) ESIT Service Provider/School District Contact Verification Form
 - (4) ESIT Statewide Directory Information – ESIT Contract Contact Form
 - (5) Federal Certification and Assurance
 - (6) Financial Disclosure Certification
 - (7) FY20 State & Local Revenue and Expenditure Report
 - (8) FY21 State & Local Revenue and Expenditures Report – Mid-Year
 - (9) FY21 State & Local Revenue and Expenditures Report – Year-End
 - (10) Interagency Agreements/MOAs/MOUs, if needed
 - (11) In-person Services Plan
 - (12) Local ESIT Services Collaboration Plan(s), including Service Area Agreements, if needed
 - (13) Single Monthly Count Reports
 - (14) Subcontracts, if needed
- c. Other Requirements
 - (1) Certification of Data Disposition
 - (2) Certificate of Insurance
 - (3) Confidentiality and Non-Disclosure Agreement
 - (4) DCYF Intake Form



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 2022 (July 1 2021 - June 30 2022):

Payment Point	Qty Unit	Unit Cost	Budget Limit	Note
1. State Special Education Funding	1 Sum	\$12,060,747.36	\$12,060,747.36	
1.1. Jul-Sep 21 Snohomish County EIS Rate -	Each	\$937.62	\$0.00	
1.11. Jul-Sep 21 King County EIS Rate -	Each	\$930.20	\$0.00	
1.2. Oct-Dec 21 Snohomish County EIS Rate -	Each		\$0.00	
1.21. Oct-Dec 21 King County EIS Rate -	Each		\$0.00	
1.3. Jan-Mar 22 Snohomish County EIS Rate -	Each		\$0.00	
1.31. Jan-Mar 22 King County EIS Rate -	Each		\$0.00	
1.4. Apr-June 22 Snohomish County EIS Rate -	Each		\$0.00	
1.41. Apr-June 22 King County EIS Rate -	Each		\$0.00	
2. ELTA Annual Allocation	1 Cost	\$284,190.41	\$284,190.41	
3. Part C of IDEA Annual Allocation	1 Cost	\$751,715.98	\$751,715.98	
3.1. Unrealized Enrollment	1 Cost	\$219,427.00	\$219,427.00	
Total:			\$13,316,080.75	

Contract Maximum: \$13,316,080.75

Contract Funding Source(s)

Federal Funds \$971,142.98
State Funds \$12,344,937.77

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 Data Universal Number System (DUNS) #: 079247979
DCYF federal award contact: hannah.mendieta@dcyf.wa.gov
Federal Funding Source(s):

Federal Agency: Department of Education
Catalog of Federal Domestic Assistance (CFDA) #: 84.181
Federal Award Identification Number: H181A190128
Federal Award Date: 07/01/2019
Federal Award Project Description: Infants and Toddlers (Part C)
Amount passed through to contract 22-1189: \$219,427.00
Contractor Indirect Cost Rate:
This funding is not for Research and Development

Federal Agency: Department of Education
Catalog of Federal Domestic Assistance (CFDA) #: 84.181
Federal Award Identification Number: H181A210128
Federal Award Date: 07/01/2021
Federal Award Project Description: Infants and Toddlers (Part C)
Amount passed through to contract 22-1189: \$751,715.98
Contractor Indirect Cost Rate:
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 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 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 \$750,000 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 2022 (July 1 2021 - June 30 2022):

#	Deliverable Title, Due Note, Description	Due Date
1.00	Single Monthly Count Report <i>By the 25th of every month</i>	No Date
2.00	A-19 Invoice <i>By the 10th of the following month</i>	No Date
3.00	ESIT Statewide Directory Information <i>Review and submit changes to the Directory information</i>	Aug 31, 2021
4.00	FY21-22 Budget <i>On the ESIT Contract Contact Form provided by DCYF, electronically submit to esit.reports@dcyf.wa.gov</i>	Aug 31, 2021
5.00	State and Local Revenue and Expenditure Report - FY20 <i>On the budget form provided by the DCYF, electronically submit other public and private revenue and expenditure data for all anticipated funding sources for EIS, during the periods of: July 1, 2020 through June 30, 2021. Sources must include funds received from Medicaid, Private Insurance, County DDA, DOH/CSHCN, County Millage, etc.</i>	Sep 30, 2021
6.00	Local Interagency Agreements <i>By October 31, 2021 and as Interagency Agreements expire or changes occur. For all Contractors, the Interagency Agreements must include the components in the Statement of Work, Section 3, Scope of Work.9i</i>	Oct 31, 2021
7.00	Subcontracts <i>By December 31, 2021 and immediately upon development thereafter. Review and complete the populated form. If there are no changes, check the box to indicate no changes. Electronically submit updated form highlighting changes.</i>	Dec 31, 2021
8.00	Local ESIT Services Collaboration Plan, including Service Area Agreements (if needed)	Dec 31, 2021
9.00	State and Local Revenue and Expenditure Report - FY21 - Mid-Year <i>On the budget form provided by the DCYF, electronically submit a Budget showing actual expenditures for the periods July 1, 2021 through December 31, 2021.</i>	Jan 31, 2022
10.00	ESIT Service Provider/School District Contact Verification Report <i>July - December 2021</i>	Jan 31, 2022
10.10	ESIT Service Provider/School District Contact Verification Report <i>January - June 2022</i>	Jul 30, 2022
11.00	Financial Disclosure Certification <i>On the budget form provided by the DCYF, electronically submit a Budget showing actual expenditures for the periods July 1, 2021 through June 30, 2022.</i>	Jul 10, 2022
12.00	Federal Certification and Assurance 2021-2022 Report <i>On the form provided by the DCYF, electronically submit to esit.reports@dcyf.wa.gov.</i>	Jul 10, 2022
13.00	State and Local Revenue and Expenditure Report - FY21 - Year-End	No Date

Due by September 30, 2022

On the budget form provided by the DCYF, electronically submit a Budget showing actual expenditures for the periods July 1, 2021 through June 30, 2022.

14.00 Audits or Other Monitoring Reports No Date

Within two weeks of receipt

On the form provided by the DCYF, electronically submit to esit.reports@dcyf.wa.gov.

15.00 In-person Service Plan No Date

Within two-weeks of moving between stages.



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) In the event of the Contractor's or its Subcontractors' noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with DCYF. The Contractor shall, however, be given a reasonable time in which to remedy this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
- 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 Contract Manager and DCYF's Help Desk at (360) 407-1960 or dcyf.servicedesk@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

All Data transfers to or from the Contractor shall only be made by using the secure data.wa.gov portal provided by the State Of Washington with login and hardened password security.

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

The purpose of this budget template is to reflect the true costs of providing ESIT services to children and families outside of contracted funding from DCYF. The range of revenue and spending categories will help DCYF accurately report to both federal and state funding sources in support of requests for increases in grants and/or Early Intervention Service rates.

General Instructions

1. Enter amounts in green shaded cells below the line item totals (totals will calculate automatically).
2. Report only the portion of staff salaries, goods, and services directly supporting ESIT services.
3. Report services or activities provided by non-employees under Contracted Services in the appropriate subcategory.
4. Enter Subcontractor amounts under line item 4.0. Please include your subcontractor amounts across each of the applicable revenue categories.

Costs Definitions	
Administrative Costs	<p>"Administrative costs" means costs of an organization necessary to the operation and the performance of one or more programs. This may include planning and coordination, fiscal, payroll, accounting and auditing, information technology, human resources and other costs associated with operating and maintaining staff and work space. Total Administrative costs must not exceed 15 percent of the amount of this Contract.</p> <p>"Indirect administrative costs" means the 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 110-400-0140 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.</p> <p>"Direct administrative costs" means costs that are not shared across programs within the organization rather direct costs incurred wholly by and 100% allocable to the local ESIT program.</p>
Program Costs	Costs for direct ESIT services to children and families including early intervention services provided under public supervision outlined in Policy 2.A.11. This includes salaries and benefits for direct service personnel, goods and services, equipment, training, travel, and other costs related to direct ESIT services.
Revenue Categories	
State Special Education Funds	Contracted state special education funds currently flowing through OSPi and managed by public school districts.
ELTA Funds (State)	State Education Legacy Trust Account (ELTA) funds.
IDEA Part C Funds	Federal funds used as Payor of last resort in support of direct services.
Total Budget (This amount is auto)	State and Federal fund sources administered by DCYF.

calculated)	
Spending Categories	
1.0 Personnel	Employee salaries and wages. [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, etcetera.
2.0 Goods and Services	Services or activities provided in support of early intervention service delivery including professional development and training, developmental materials and supplies, program equipment, postage, printing, and rent. This category includes Child/Family-specific costs aligned with individual needs described in the respective Individualized Family Service Plans (IFSPs).
3.0 Other Travel	This includes ESIT-required travel for regional and/or state level meetings, service delivery travel related to program operations (e.g. home visits, coordination) and staff training.
4.0 Subcontracts	Total subcontract amounts to include both ESIT direct services and administrative expenditures.
5.0 Administrative/Indirect	Shared costs of an organization necessary to the operation and the performance of its programs. This may include fiscal, payroll, information technology, human resources and other costs associated with operating and maintaining staff and work space.

Send completed operating budget to ESIT.Reports@dcyf.wa.gov and courtesy copy the assigned QI Specialist/Contract Manager.



Exhibit F - Required Training Programs

Early Support for Infants and Toddlers (ESIT)

1. Background

Screen reader users should tab through tables in this document.

The Early Support for Infants and Toddlers (ESIT) program at the Washington State Department of Children, Youth, and Families (DCYF) offers a series of required training programs for ESIT professionals. These programs are accessible through the [DCYF Training Portal](#) and support professional development and an efficient method to track training completion. The following information outlines each training program and requirements based on an individual's professional role.

These requirements apply to **all new** ESIT Provider Agency (EPA) and County Lead Agency (CLA) staff, including:

- Direct service providers, including Family Resources Coordinators (FRCs), educators, and therapists
- Intake Coordinators and those processing referrals
- EPA and CLA administrators

Current staff are not required to complete the training outlined in this document. However, they are encouraged to take advantage of the self-paced modules in the Training Portal.

For questions, contact the Admin User at your agency or dcyf.merit@dcyf.wa.gov.

2. Required Training Programs

DCYF offers training in two formats: self-paced modules and live sessions attended remotely. There are two sets of self-paced, online modules accessed independently through the Training Portal. Live training is completed with a cohort, or group of learners, using a virtual meeting platform. The overarching learning objective for these programs is to *uphold the unique value and dignity of each child and family through trusting relationships as we provide strengths-based, family-centered, culturally, and linguistically responsive services using self-reflection and cultural humility.*

ESIT Introductory Training Modules (Self-Paced)

This program introduces new staff to Part C of the Individuals with Disabilities Education Act (IDEA). The six modules detail how early intervention is provided in Washington State.

FRC Specific Additional Requirements:

Transitional Data Management System (T-DMS): Complete 13 training modules regarding the T-DMS.

ESIT Child Outcome Summary (COS) Introductory Training Modules (Self-Paced)

This program provides an overview of the COS process, including why and how COS data are collected, the Summary of Functional Performance, and analyzing COS data for program improvement. A passing quiz score tracks the completion of each of the six modules.

Introductory Professional Learning Community (Live)

This program includes five opportunities for direct service providers and program administrators to explore the implementation of ESIT services. New staff will complete these sessions as a cohort, determined by the date of hire.

3. Required Training Programs Based on Professional Role

Each new staff member holding one or more of the roles below must complete all training required for that

role. Complete step 1 before beginning step 2.

Note: If you have multiple roles and one is FRC, select *ESIT Service Provider: FRC* in the Training Portal.

ESIT Service Provider: FRC (Any Professional Designated as an FRC)

Step 1	Introductory Training Modules (5.5 hours)
	T-DMS Training Modules (2 hours)
	COS Training Modules 1 through 4 (2.75 hours)
	FRC Supervisors and/or Lead FRCs Only: COS Training Modules 1 through 6 (5.5 hours)
Upon completion of step 1 an FRC is considered certified by DCYF	
Step 2	Introductory Professional Learning Community <i>Within first 6 months of hire. See schedule below.</i>
Step 3	FRC Continuing Education (12 hours). <i>Year 2 and beyond.</i>

ESIT Service Provider: Other (Includes Therapists, Educators, Social Workers, Etc.)

Step 1	Introductory Training Modules (5.5 hours)
	COS Training Modules 1 through 4 (2.75 hours)
	Supervisors and/or Lead Staff Only: COS Training Modules 1 through 6 (5.5 hours)
Step 2	Introductory Professional Learning Community <i>Within first 6 months of hire. See schedule below.</i>

ESIT Intake and Referral (Any Professional Whose Primary Role is to Process Referrals and Conduct or Coordinate Intake Visits)

Step 1	Introductory Training Modules (5.5 hours)
	T-DMS Training Modules (2 hours)
	COS Training Modules 1 through 4 (2.75 hours)
Step 2	Introductory Professional Learning Community <i>Within first 6 months of hire. See schedule below.</i>

ESIT Agency Admin (Program Directors, Executive Directors, or Other Administrators with an EPA or CLA)

Step 1	Introductory Training Modules (5.5 hours)
	COS Training Modules 1 through 6 (5.5 hours)
Step 2	Introductory Professional Learning Community <i>Within first 6 months of hire. See schedule below.</i>



1. Schedule for Step 2: Introductory Professional Learning Community (PLC) for the 2021-22 Contract Year

Depending on the professional role, each new staff member will join a cohort to complete a series of five sessions. Register through the Training Portal.

Cohort 1 (July-October)

July 13, 2021 PLC 1	Aug. 10 & 17, 2021 PLC 2 (two sessions)	Sept. 14, 2021 PLC 3	Oct. 12, 2021 PLC 4
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Cohort 2 (November-February)

Nov. 9, 2021 PLC 1	Dec. 7 & 14, 2021 PLC 2 (two sessions)	Jan. 11, 2022 PLC 3	Feb. 8, 2022 PLC 4
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Cohort 3 (March-June)

March 8, 2022 PLC 1	April 12 & 19, 2022 PLC 2 (two sessions)	May 10, 2022 PLC 3	June 14, 2022 PLC 4
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2. Example Training Schedules Based on Month of Hire

Use this information as a guide to develop a training schedule for new staff. They will join a cohort based on their month of hire. Completion of all training in the scheduled order is essential to benefit from participating in a cohort of peers and acquiring knowledge and skill necessary for each role. Communicate with DCYF ESIT regarding any challenges in completing all required training within six months of hire.

July: Cohort 1					
Month 1 (July) Complete modules and PLC 1	Month 2 (August) PLC 2 (2 sessions)	Month 3 (September) PLC 3	Month 4 (October) PLC 4	Month 5 (November)	Month 6 (December)

May: Cohort 1					
Month 1 (May) Complete modules	Month 2 (June) Complete modules	Month 3 (July) PLC 1	Month 4 (August) PLC 2 (2 sessions)	Month 5 (September) PLC 3	Month 6 (October) PLC 4

Sep: Cohort 2					
Month 1 (September) Complete modules	Month 2 (October) Complete modules	Month 3 (November) PLC 1	Month 4 (December) PLC 2 (2 sessions)	Month 5 (January) PLC 3	Month 6 (February) PLC 4



Aug: Cohort 2						
Month 1(August)	Month 2(September)	Month 3 (October)	Month 4 (November)	Month 5 (December)	Month 6 (January)	Month 7 (February)
Complete modules	Complete modules	Complete modules	PLC 1	PLC 2 (2 sessions)	PLC 3	PLC 4 (exception made to the 6 month requirement)

Jan: Cohort 3					
Month 1 (January)	Month 2 (February)	Month 3 (March)	Month 4 (April)	Month 5 (May)	Month 6 (June)
Complete modules	Complete modules	PLC 1	PLC 2 (2 sessions)	PLC 3	PLC 4

1. Additional Requirements

Continuing Education for FRCs

To retain certification, FRCs are required to complete 12 hours of continued education each year, starting in the second year of their career. Submitting documentation of hours through the Trainng Portal is not yet available. Please wait to submit until futher notice.

Lapse in Training and Service Delivery for FRCs

Completion of all training in the scheduled order is essential to benefit from participating in a cohort of peers and acquiring knowledge and skill necessary for each role. Communicate with DCYF ESIT regarding any challenges in completing all required training within six months of hire. If a certified FRC cannot attend all required PLC sessions within one contract year, the FRC will no longer be considered certified. An FRC whose name is removed from the certified FRC list must contact DCYF to obtain reinstatement requirements. If an FRC has been inactive for more than a year, the FRC must complete steps 1 and 2 again.

Employed By a New ESIT Provider Agency

Any individual, regardless of role, who becomes employed by another EPA or CLA must update their organization in their DCYF Training Portal account. All previously completed training will carry over to the new EPA or CLA. If you have a new role at the new agency, you may need to complete additional training.

2. Instructions for Creating a DCYF Training Portal Account

Find instructions for creating an account and completing online training on the DCYF ESIT website.



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 ESIT 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 ESIT services or participate and collaborate with an Early Learning Coalition (ELC) within the geographic service area to enhance existing ESIT 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 ESIT Services 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 ESIT services;
 - (3) Updating and implementing the Local ESIT Services Collaboration Plan;
 - (4) Identification of issues and processes that impede timely ESIT services delivery and the proposed strategies and solutions to improve ESIT service delivery; and
 - (5) Proposing or recommending changes to the FRC and/or ESIT service delivery system that require modifying the Local ESIT Services 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 intervention 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 ESIT 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 - CLA Local ESIT Services Collaboration Plan

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

Title: [Insert Name of CLA]¹ Local ESIT Services Collaboration Plan

1.0. Effective Date

This Local ESIT Services 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 CLA 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 ESIT 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 ESIT services for infants and toddlers with disabilities and their families,
- (b) Coordination of payment for ESIT services from state, local, private, and federal sources,
- (c) Enhancing local capacity to provide high quality, equitable ESIT services and expand and/or improve existing ESIT 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 ESIT 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 ESIT services including development of implementation strategies for addressing the gaps (i.e. Washington Preschool Development Assessment, DDA Strategic Plan, etc.).

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

¹ The CLA is responsible under contract with the Department of Children, Youth, and Families for the development and implementation of the Local ESIT Services Collaboration Plan.

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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 ESIT service delivery systems.

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

ESIT 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 ESIT 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.

<p>6.3 Accountability: Describe how ESIT services are delivered consistent with the SPP/APR performance indicators.</p>
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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 ESIT 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 ESIT services, and provides for participation by primary referral sources (CFR 43 Part 303.301-310).

<p>6.4 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.</p>

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.

6.5 Evaluation and Assessment Protocols: Describe how evaluations and assessments needed to establish eligibility for ESIT 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 ESIT 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, ESIT services. (CFR 34 – Part 303.34)

Family Resource Coordination Plan
Coordination of ESIT 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 ESIT 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 ESIT 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 ESIT services after the toddler's third birthday. For those toddlers who are not potentially eligible for Part B special education, the CLA must identify other possible and appropriate resources in the community to assist the toddler and family in transitioning out of ESIT 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 linguistically responsive transitions from ESIT 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 ESIT service delivery system for the timely resolution of any disputes that may arise.

10.0 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 ESIT Services 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.

Name(s) and Affiliation of Participant/Liaison	Signature(s)	Date



Exhibit I - 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

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

			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/LicensesPermitsandCertifications/ProfessionsNewReneworUpdate/SocialWorker
	School Social Worker	Master's in social work or approved program	ESA Certificate/OSPI http://www.k12.wa.us/Certification/ESA/SchoolSocialWorker1.aspx
	Registered Social Worker	Master's from accredited program	DOH License RCW 18.19 WAC 246.810 https://www.doh.wa.gov/LicensesPermitsandCertifications/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 J - Service Area Agreement Guidance

The Department of Children, Youth and Families (DCYF) requires ESIT 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 K - ESIT Provider Agency-ESIT Service Provider Subcontract Requirements

1. ESIT SERVICES PROVISION:

a. PERIOD OF PERFORMANCE

The funding period of this Contract is from July 1, 2021 through June 30, 2022 and all services must be provided by June 30, 2022; however, the end date of this contract is extended to July 31, 2022, to allow time for data to be received and final reports to be completed.

b. SCOPE OF WORK

The Subcontractor must ensure that the ESIT services and qualified personnel; and otherwise all things reasonably necessary for, or incidental to, the performance of the work, as set forth in this Contract. The Subcontractor's responsibilities include, but are not limited to:

c. ESIT Services: The Contractor must ensure subcontractors:

Incorporate the following responsibilities and provisions in providing services to infants and toddlers with disabilities and their families when subcontracting with ESIT Provider Agencies and ESIT Service Providers that are located in the geographic boundaries of the CLA.

d. ESIT Service Area: The Contractor must ensure subcontractors:

- (1) Respond to all referrals and provide all services for those children found eligible within the following School District Catchment Areas: _____.
- (2) For each School District Catchment Area located within more than one county, a Service Area Agreement that defines service area boundaries when more than one ESIT Provider Agency is serving a school district must be developed and reviewed annually.
- (3) The Service Area Agreement among the various ESIT Provider Agencies must ensure that the entire district has service area coverage, so no child goes unserved.
- (4) The service area agreement must be submitted to the CLA for review and approval within thirty (30) calendar days of the date of contract execution.

e. Internal ESIT Provider Agency Policies and Procedures: The Contractor must ensure subcontractors:

- (1) Establish and implement written internal policies and procedures, within ninety (90) days of contract execution, that comply with Federal and State requirements, including WACs and the DCYF 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, scientific, research, 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 Contractor must ensure subcontractors:

- (1) Participate in effective 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 ESIT Services Collaboration Plan.
 - (2) Document completed child find/public awareness activities and submit to CLA upon request.
 - (3) Participate in the review of, ESIT Provider Agency, county, region, and statewide data annually and adjust the child find and public awareness activities as needed to target underserved populations.
- b. **Referral:** The Contractor must ensure subcontractors:
- (1) Respond to all referrals of children who reside in each School District Catchment Area(s) being served by the ESIT Provider Agency or in accordance with the designated service area established in the Service Area Agreement in the Local ESIT Services Collaboration Plan.
 - (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) Enter all referrals received into the T-DMS/ACORN, including the status of the referral indicating the family's informed decision to accept or decline, within three (3) business days.
 - (4) Ensure ESIT Provider Agency assigns an FRC to the family within five (5) business days of family's consent to participate in ESIT services.
 - (5) Ensure ESIT Provider Agency assigns an FRC in the T-DMS/ACORN at least one (1) day prior to the FRCs first visit.
 - (6) Submit upon request, to the CLA or the DCYF, 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 Contractor must ensure subcontractors:
- (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.
- d. **Screening, Evaluation, and Assessment:** The Contractor must ensure subcontractors:
- (1) Carry out the following in accordance with the DCYF policies and procedures:
 - (a) Practice Guide: Screening: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/practice-guides>
 - (b) Practice Guides: Evaluation and Assessment, Informed Clinical Opinion, Ongoing Eligibility and IFSP Reviews: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/practice-guides>
 - (c) Qualified Personnel Guidelines: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/policies-procedures>
 - (2) Conduct developmental screenings in accordance with the DCYF Practice Guide as referenced above, to determine if evaluation and assessment is necessary.
 - (3) Conduct a family assessment, with concurrence of the family using qualified personnel, to identify the family's strengths, resources, priorities, and concerns, and the supports and services necessary to enhance the family's capacity to meet the developmental needs of the child.
 - (4) Conduct an initial evaluation to determine eligibility and an initial assessment of the child's unique strengths and needs to identify appropriate services to meet the needs of referred children in accordance with Part C of IDEA and the DCYF policies and procedures. Evaluation and assessment must be:
 - (a) Multidisciplinary, defined as completed by qualified professionals representing at least two (2) disciplines, using two (2) tools/procedures.
 - (b) Comprehensive and cover all developmental domains.
 - (5) Conduct ongoing assessments to identify progress/change in child and family's needs and to inform periodic IFSP reviews and annual IFSP meetings.
 - (6) Conduct a re-evaluation, in accordance with the DCYF State guidance, to determine ongoing eligibility if at any point during the provision of 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.
 - (7) Use current evaluation and assessment data to develop child outcome measurement ratings for the three (3) child outcomes at entry and exit. Include families in the rating process.
 - (8) Enter eligibility information into the T-DMS/ACORN within ten (10) business days.

(9) Enter COS information into the T-DMS/ACORN within ten (10) business days

e. IFSP Meetings and IFSP Development/Review:

- (1) The Contractor must ensure subcontractors:
 - (a) Invite IFSP team members, as outlined in the DCYF policies and procedures, to participate in the following IFSP meetings and conduct these meetings:
 - i. An initial IFSP meeting to develop an initial IFSP for children who are determined eligible for Part C of IDEA, within forty-five (45) days of referral.
 - ii. An IFSP review at least every six (6) months or more frequently if warranted.
 - iii. An annual IFSP meeting to evaluate the IFSP within three-hundred-sixty-five (365) days of the initial IFSP.
 - (2) Enter IFSP activities, including the COS, into the T-DMS within ten (10) business days of the event.
 - (3) Collect data to account for the reasons for delays, including exceptional family circumstances, impacting the timeliness of IFSP meetings as outlined in the DCYF policies and procedures and the Late Services – Provision and Documentation Practice Guide:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/practice-guides>
 - (4) Develop the initial and annual IFSP and revise the IFSP as needed based on decisions made at IFSP meetings, in accordance with the DCYF policies and procedures and all required components of the WA IFSP as outlined in the IFSP Reviews Practice Guide: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/practice-guides>

f. Family Resources Coordination (FRC): The Contractor must ensure subcontractors:

- (1) Hire sufficient personnel to respond to referrals and provide FRC services within a maximum caseload ranging from fifty-five (55) to sixty-five (65) active IFSPs per 1.0 full-time equivalent (FTE). In no case, can an FRC caseload exceed sixty-five (65) for more than sixty (60) days without an exception to policy waiver submitted to the CLA for review and approval recommendation for the DCYF to consider.
- (2) Assign an FRC in the T-DMS/ACORN at least one (1) business day prior to the FRCs first scheduled visit.
- (3) Support the FRC as an integral team member in the provision of ESIT services along with other ESIT Service Providers.
- (4) Carry out all FRC activities as outlined in the DCYF policies and procedures, including but not limited to providing parent rights and procedural safeguards, facilitating IFSP meetings, coordinating ESIT services, assisting families in accessing community resources, etc.

g. ESIT Service Provision

- (1) **Timely Service Provision in Accordance with the IFSP:** The Contractor must ensure subcontractors:
 - (a) Provide all ESIT 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 services.
 - (c) Initiate services within thirty (30) calendar days of the parent's signature on the IFSP.
 - (d) Collect data to account for the reasons for delays, including exceptional family circumstances, impacting the timeliness of initiating IFSP services as outlined in the DCYF policies and procedures and the Late Services – Provision and Documentation Practice Guide:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/policies-procedures>
 - (e) 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 Guide: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/practice-guides>
- (2) **Natural Environments:** The Contractor must ensure subcontractors:
 - (a) Provide all ESIT 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 services to a natural environment. The plan must address a limited time period for providing 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/policies-procedures>
- (3) **Evidence-based/Promising Practices:** The Contractor must ensure subcontractors:

- (a) Use scientific, research, 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.

(4) **Transition:** The Contractor must ensure subcontractors:

- (a) Begin the development of the formal transition plan for each child receiving ESIT services six (6) months to nine (9) months prior to the child's third (3rd) birthday.
- (b) Hold a transition conference no later than ninety (90) days prior to the child's third (3rd) birthday in accordance with State and Federal IDEA requirements which includes all applicable program representatives (e.g. ECEAP, Head Start, Private Preschool, and other early childhood programs) based on the family's transition priorities.
- (c) Identify children who are potentially eligible for Part B services for data entry in the T-DMS/ACORN by:
 - (a) The first (1st) and the fifteenth (15th) of every month for children between twenty-four (24) and thirty-two (32) months of age.
 - (b) The first (1st) of the previous month if the child turns thirty-two (32) months old after the fifteenth (15th) of the month.
- (d) Notify the resident school district of potentially eligible children at thirty-two (32) months of age. The notification must include:
 - (a) Child's First, Last, and Middle Initial
 - (b) Date of Birth
 - (c) Resident School District
 - (d) Parent Contact Information
 - (e) FRC Contact Information
- (e) Notify the resident school district when a potentially eligible child's family declines transition planning for Part B services.

3. PROCEDURAL SAFEGUARDS and DISPUTE RESOLUTION

a. **Procedural Safeguards:** The Contractor must ensure subcontractors:

- (1) Implement all procedural safeguards requirements in accordance with the DCYF policies and procedures and as outlined in the Part C of IDEA Procedural Safeguards Technical Assistance and Training Guide: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/forms-publications>

b. **Parent Rights:** The Contractor must ensure subcontractors:

- (1) Share and explain the Part C of IDEA Procedural Safeguards: Parent Rights with parents of each child referred to ESIT 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 Contractor must ensure subcontractors:

- (1) Provide Prior Written Notice (PWN) no less than seven (7) 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 ESIT 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:** The Contractor must ensure subcontractors:

- (1) Obtain written parental consent prior to:
 - (a) Conducting screening.
 - (b) Conducting evaluation and assessment.
 - (c) Providing IFSP services.
 - (d) Releasing personally identifiable information.

(e) Using public benefits or insurance or private insurance to pay for services, including initially and each time there is an increase in IFSP services (frequency, intensity, length, or duration).

e. **Confidentiality:** The Contractor must ensure subcontractors:

- (1) Protect the confidentiality of any personally identifiable data, information and records collected, maintained or used in accordance with IDEA requirements.
- (2) 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.
- (3) Ensure Telepractice services meet HIPAA compliance standards.

f. **Dispute Resolution:** The Contractor must ensure subcontractors:

- (1) 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.
- (2) Maintain records of all information received related to formal dispute resolution requests and how the dispute was resolved.

4. PERSONNEL

a. **Adequate Staffing:** The Contractor must ensure subcontractors:

- (1) Ensure adequate levels of qualified staff, including ESIT Provider Agency staff, ESIT Service Providers, and subcontractors from various disciplines as outlined in the DCYF Qualification Personnel Guidelines <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/practice-guides> 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) 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 Provider Agency staff, ESIT Service Providers and subcontractors.

b. **Personnel Standards:** The Contractor must ensure subcontractors:

- (1) Maintain current copies of each ESIT Provider Agency staff, ESIT Service Providers and subcontractor's license or certification to ensure that those individuals conducting evaluation and assessment and/or providing ESIT services to eligible children and families meet all applicable State licensure and certification standards and requirements in accordance with Exhibit titled, *Qualification Personnel Guidelines*: <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guides>

c. **Personnel Recruitment and Retention:** The Contractor must ensure subcontractors:

- (1) Make positive efforts to employ and advance employment of qualified individuals with disabilities and individuals who represent the diverse make-up of local communities being served.
- (2) Inform CLA of any personnel shortages or staffing changes.
- (3) Jointly develop recruitment and retention strategies with CLA, and the DCYF when needed.
- (4) Implement innovative strategies and activities for the recruitment and retention of ESIT service providers;
- (5) Promote and financially support the preparation of ESIT service providers who are fully and appropriately qualified to provide ESIT services.

d. **Personnel Development and Training:** The Contractor must ensure subcontractors:

- (1) Ensure that all ESIT Provider Agency staff, ESIT Service Providers, and subcontractors complete required training through the DCYF Training Portal as outlined in "Required Training Programs" located on the DCYF website here: <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/training>
- (2) Ensure all new ESIT Provider Agency staff, ESIT Service Providers, and subcontractors create an account within the DCYF Learning Management System (LMS) to complete required training.
- (3) Provide employee orientation training on current DCYF policies, procedures and other guidance documents.

- (4) Encourage ESIT Provider Agency staff, ESIT Service Providers, and subcontractors to access the DCYF Part C Interactive Modules: <http://ectacenter.org/wamodules/wamodules.asp>.
- (5) Disseminate the DCYF resource materials to ESIT Provider Agencies, ESIT Service Providers, and subcontractors and invite participation in other training and technical assistance opportunities.
- (6) Require all ESIT Service Providers complete the DCYF Required Child Outcome Summary (COS) Training Modules 1 through 4 and complete the quiz within the first three (3) months of providing services found at: <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/training>.
- (7) Require ESIT Provider Agency administrators, directors, and/or executive management staff to complete the DCYF Required Child Outcome Summary (COS) Training Modules 1 through 6 and complete the quiz for Modules 1 through 4 within three (3) months of contract execution found at: <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/training>.
- (8) Require all Family Resource Coordinators to complete the FRC training as outlined in "Required Training Programs" located on the DCYF website here: <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/training>.
- (9) Require that all individuals who process referrals complete FRC Year One Introductory Modules prior to providing an overview of the Part C of Individuals with Disabilities Education Act (IDEA) process and/or procedural safeguards information to families as outlined in "Required Training Programs" located on the DCYF website here: <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/training>.
- (10) Require appropriate ESIT Provider Agency staff, ESIT Service Providers, and subcontractors who deliver or supervise ESIT services attend HOVRS training and Community of Practice groups offered by the DCYF.
- (11) Maintain a list of individuals that participate in required trainings and make available to the DCYF upon request.

e. Conflict of Interest: The Contractor must ensure subcontractors:

- (1) Monitor ESIT Provider Agency, ESIT Service Providers, and subcontractor's status related to conflict of interest in collaboration with the DCYF.
- (2) Ensure that ESIT Provider Agencies, 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 ESIT services for private business or personal economic gain, for example:
 - (a) IDEA Part C 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 (FRC or Intake Coordinator) and has made an informed decision about declining ESIT services, including receiving their Parent Rights.

f. Background Checks: The Contractor must ensure subcontractors conduct and keep on file 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:

- (1) RCW 43.43.830 through 43.43.840 <https://app.leg.wa.gov/RCW/default.aspx?cite=43.43.830>
- (2) DCYF Policy: <https://www.dcyf.wa.gov/6000-operations/6800-background-checks>, and
- (3) WAC 110-06: <https://app.leg.wa.gov/wac/default.aspx?cite=110-06&full=true>

g. Local ESIT Services Collaboration Plan:

- (1) The Contractor must ensure subcontractors develop or participate in the development and annual review of a Local ESIT Services Collaboration Plan to ensure high quality, equitable services that addresses:
 - (b) Early Intervention Accountability
 - (c) Child Find, Outreach, and Referral Activities
 - (d) Evaluation and Assessment
 - (e) Family Resources Coordination

- (f) Transition responsibilities with school districts and other early childhood partners (e.g. Head Start, ECEAP, etc.),
- (g) Dispute resolution procedures for grievances and formal complaints among local agencies.
- (h) Signatures of participants
- (1) The plan 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 school district catchment area as outlined in Exhibit J, *Service Area Agreement Guidance*.
- (2) This plan must be reviewed annually, and submitted to DCYF within ninety (90) calendar days of contract execution in accordance with the Exhibit H, *Local ESIT Services Collaboration Plan*.
- h. Regional/County/Local Early Childhood Interagency Coordinating Council:** The Contractor must ensure the subcontractor:
 - (1) Participates in a Regional/County/Local Early Childhood Interagency Coordinating Council (CICC) or Early Learning Coalition (ELC), within the geographic ESIT services area, to advise and assist the Contractor in the implementation of local ESIT services in accordance with RCW 43.216.574
 - (2) Participate in meetings as outlined in Exhibit titled, Regional/County/Local Early Childhood Interagency Coordinating Council.
 - (3) Maintain documentation (e.g. minutes, sign-in sheet) of participation in CICC/ELC meetings.
- i. Agency Administration and Management:** The Contractor must ensure subcontractors:
 - (1) 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.
- j. Contract Monitoring and Quality Assurance:** The Contractor must ensure subcontractors:
 - (1) Participate in CLA regularly scheduled program wide quality assurance activities to be proactive with program improvement and compliance. This must include review of T-DMS/ACORN 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
- k. Technical Assistance and Training for Continuous Quality Improvement and Compliance:** The Contractor must ensure subcontractors 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 CLA and/or DCYF monitoring and continuous quality assurance activities.

5. DATA/DOCUMENTATION/RECORDS

- a. T-DMS/ACORN:** The Contractor must ensure subcontractors:
 - (1) Enter accurate, valid and reliable data in the T-DMS/ACORN 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 T-DMS/ACORN to maintain each child's Part C of IDEA electronic record:
 - (a) All referrals;
 - (b) All evaluation/assessments;
 - (c) All Eligibility criteria;
 - (d) Identification of FRC in the T-DMS/ACORN at least one (1) business day prior to the FRC's first meeting with the family;
 - (e) IFSPs, including documenting programmatic reasons and exceptional family circumstances resulting in delay in holding:
 - Timely IFSP meetings (e.g. Initial IFSP meeting within forty-five (45) days from referral;
 - IFSP review at least once every six (6) months or more frequently as needed;
 - Annual IFSP within 365 days of initial IFSP), and
 - IFSP amendment when adding or changing services, including frequency, intensity, or duration;
 - (f) Initiation of services within thirty (30) days of the parent's signature, including documenting programmatic reasons and exceptional family circumstances resulting in reasons for delay;
 - (g) Child Outcome Summary (COS) entry and exit data reporting;

- (h) Transition activities:
 - i. Transition steps and services in the IFSP Transition plan;
 - ii. Date transition conference was held or declined;
 - iii. Potential eligibility for Part B services in the child's transition tab in the T-DMS/ACORN by:
 - 1. The first (1st) and fifteenth (15th) of every month for children between twenty-four (24) and thirty-two (32) months of age, and
 - 2. The first (1st) of the following month if the child turns 32 months old after the fifteenth (15th) of the month
 - (a) Verify quarterly, and update as needed, the name of the local school district(s) contact person who needs to receive the school district(s) notification.
 - (b) Enter data in the T-DMS/ACORN to maintain a current list of all ESIT service providers and subcontractors providing ESIT services including which discipline they represent, if they have current licensure/certification, and their FTE, and submit quarterly to the CLA on the form provided by the DCYF.
 - (c) Ensure all ESIT service providers and subcontractors using the T-DMS/ACORN receive the required training before assuming these duties and that they are subscribed to the T-DMS/ACORN GovDelivery.
 - (d) Enter all service(s) provided to each child monthly are entered into ACORN or an Electronic Medical Record with direct connection to ACORN no later than the tenth (10th) of the following month, when made available by DCYF, in accordance with HB 1661.
- b. **Use of Data:** The Contractor must ensure subcontractors use the T-DMS/ACORN data reports and functions for:
- (1) Monitoring timelines and compliance with Part C of IDEA and ESIT State Policy and Procedures.
 - (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 Contractor must ensure subcontractors:
- i. Annually submit to the CLA directory information for the ESIT Provider Agencies operating within the CLA service area
 - ii. Ensure ESIT Provider Agencies, ESIT Service Providers, and subcontractor document and submit to the CLA, upon request:
 - A. Attempts made to connect with the family on multiple days over a period of at least seven (7) business days, including failed attempts.
 - B. For children who are referred but not yet found eligible, 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 seven (7) business days.
 - C. Exit all children who have a current IFSP and are lost to services after a maximum of 90-days from the T-DMS/ACORN after three (3) failed attempts on multiple days using at least two (2) different means of communication made over at least seven (7) business days.
- (1) **Service Provision:** The Contractor must ensure subcontractors:
- (a) Register for and participate in scheduled T-DMS/ACORN training and technical assistance sessions to learn how to document the provision of 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.
 - (b) Maintain documentation of the provision of 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 must be made available upon request to the CLA and/or the DCYF and/or during a scheduled on-site monitoring visit.
- d. **Record Retention:** The Contractor must ensure subcontractors:

- (1) Retain child records for six (6) years from when it was last in effect or the termination of the DCYF contract, whichever is later.
 - (2) Records must meet Secretary of State Standards.
 - (a) Exception: Records 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, HOWEVER,
 - (b) A permanent record 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.
- e. **Inventory:** The Contractor must ensure subcontractors:
- (1) Submit a written request to the CLA for the purchase of all assets with a unit cost (including ancillary costs) of \$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 \$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.
- f. **Treatment of Assets:** The Contractor must ensure subcontractors:
- (1) Holds title to equipment purchased in whole or in part with the DCYF funds.
 - (2) 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.
 - (1) If the DCYF gives approval for the Contractor to sell the equipment, the Contractor shall use the income for ESIT services.
 - (2) If a Contractor ceases provision of ESIT 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.
 - (3) If a Contractor ceases provision of ESIT 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 ESIT Provider Agency or ESIT Service Provider or return it to DCYF.
 - (4) Any property funded by the DCYF, Part C of IDEA funds must, unless otherwise provided herein or approved by DCYF, be used only for the performance of this Contract.

6. OTHER REQUIREMENTS

- a. **Communication with the DCYF:** The Contractor must ensure subcontractors:
- (1) Participate in the DCYF web-based meetings, as requested.

- (2) Attend two (2) mandatory Regional Provider Meetings, as designated by the DCYF.
- (3) Participate in technical assistance and continuous quality improvement activities with the CLA and/or DCYF Staff, as requested.
- (4) Inform the CLA and the DCYF Accountability and Quality Improvement Manager immediately of:
 - (a) Any serious issue that impacts ESIT services for the DCYF.
 - (b) Any serious issue that has potential for media coverage.
 - (c) A charge or conviction against an ESIT Provider Agency, 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 contractor must ensure subcontractors:

- (1) 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.
- (2) 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
- (3) 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) in Effect September 1, 2021:** The Contractor must ensure subcontractors do the following:

- i. Certify monthly that services were provided to all children with an active IFSP, as submitted for billing beginning July 1, 2021.
- ii. Participate in universal training as well as targeted and tailored technical assistance as may be needed, when provided by the DCYF
- iii. Ensure that all service(s) provided to each child monthly are entered into ACORN or an Electronic Medical Record with direct connection to ACORN no later than the tenth (10th) of the following month, when made available by DCYF, in accordance with HB 1661.
- iv. Quality and Outcome Measures:

Quality Measure	Capacity of ESIT Service Provider to complete the Child Outcome Summary (COS), which measures the child's progress in all functional areas of development including positive social relationships, learning and developing new skills, and ability to meet their needs
Metric	COS Ratings are determined using the Decision Tree Tool (State Performance Plan: Indicator C-3)
Target	70% of FRCs/Teams will use the decision tree with 80-100% of families.
Reporting Requirement	Indicate use of the Decision Tree in the T-DMS/ACORN for all required Entry & Exit COS
Performance Management Tool	Local System Improvement Plan
Outcome Measures	Capacity of ESIT Service Provider to increase the parent's confidence in their ability to support their child's development in all areas
Metric	ESIT Family Survey (State Performance Plan: Indicator C-4)

Target	A. Know their rights – 83.5% B. Effectively communicate their child's needs – 91.5% C. Help their child develop and learn – 87.5%
Reporting Requirement	Administered annually by an expert contractor working with the DCYF, who will report results to the DCYF.
Performance Management Tool	Local System Improvement Plan

c. **In-person Services:** The Contractor must ensure subcontractors:

I. Resume in-person services in accordance with the following ESIT specific guidance:

A. **ESIT Stage One – Limited in-person services**

- 1) A Plan must be approved by the agency governing body, developed in consultation with the local health jurisdiction, and submitted to the DCYF at ESIT.Reports@dcyf.wa.gov
- 2) The IFSP team must determine that a child's needs cannot be met without in person contact and requires urgent time limited, pre-approved in-person services which are essential to the child's progress.

B. **ESIT Stage Two – Transition to home-based in-person services**

- 1) A Plan must be approved by the agency governing body, developed in consultation with the local health jurisdiction, and submitted to the DCYF at ESIT.Reports@dcyf.wa.gov

d. **Mandatory Reporters:**

- (1) ESIT Service Providers and subcontractors are deemed mandatory reporters of abuse and neglect involving children and vulnerable adults, in accordance with RCW 26.44.030. <https://apps.leg.wa.gov/rcw/default.aspx?cite=26.44.030>

e. **Subcontracting:**

- (1) Upon approval by the CLA, ESIT Provider Agencies may subcontract with ESIT Service Providers to ensure comprehensive ESIT services are available to all eligible infants and toddlers and their families in each geographic area.
- (2) Subcontractors must adhere to requirements outlined in this contract when subcontracting and must notify the CLA of any subcontract changes.
- (3) Submit drafts of all subcontracts and agreements regarding the provision of ESIT services regardless of source of funds to CLA for approval prior to implementing the subcontract.
- (4) Ensure Subcontractor services are delivered according to Part C of IDEA and this Statement of Work.
- (5) Ensure audit and monitoring results are available upon request.
- (6) Demonstrate subcontractors are meeting all requirements as outlined in this Statement of Work.
- (7) ESIT service provider and subcontractor contracts must include all language from the Exhibit titled, *CLA ESIT Provider Agency/ESIT Service Provider Subcontractor Requirement*, and include the following:
 - (a) A detailed division of roles and responsibilities between the Subcontractor and Contractor.
 - (b) A list of deliverables the Subcontractor must submit to the Contractor, along with due dates.
 - (c) Language that the Subcontractor must submit and implement a written plan to remedy noncompliance with the terms and conditions of the Subcontract, as identified by the CLA or DCYF during monitoring.

7. FISCAL

a. **IDEA Fiscal Requirements:** The Contractor must ensure subcontractors:

- (1) 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:

b. Prohibition Against Supplanting:

- (1) Must not commingle Federal Part C of IDEA funds with other funds.
- (2) 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.

c. Payor of Last Resort: The Contractor ensures the subcontractor:

- (1) Uses Federal IDEA Part C funds as Payor of Last Resort.
- (2) Does not use Federal IDEA Part C funds to satisfy a financial commitment for ESIT services that otherwise would have been paid for in-full or in-part from another public or private funding.
- (3) May use Federal Idea Part C funds to cover the remainder of a partially covered cost.
- (4) May use Federal IDEA Part C funds for infrastructure costs necessary for the provision of direct services.
- (5) Must have a written payor of last resort and hardship policy and procedure.
- (6) Notifies the CLA by (insert date), when all Part C of IDEA funds, awarded by this Contract, are, or will be, expended prior to the end of the Contract year, to document that payor of last resort has been utilized.

d. Budget: The Contractor must ensure subcontractors:

- (1) Ensure that all expenditures meet the criteria for necessary, reasonable, and allocable as a direct charge.
- (2) Use fiscal and programmatic data to develop, manage and maintain a final contract operating budget, delineated by fund source(s), to provide ESIT services to eligible infants and toddlers and their families.
- (3) In accordance with WAC 110-400-0140, Administrative Indirect Costs cannot exceed 10% of total allocation.

e. Fiscal Management: The Contractor must ensure subcontractors:

- (1) Disburse, make payments and/or reimburse funds for allowable expenses.
- (2) Refer Developmental Disabilities Administration (DDA) eligible children to DDA.
- (3) Bill and collect third party sources (e.g. Medicaid and other public and private insurance) and parent fees in accordance with the DCYF System of Payments and Fees Policies.
- (4) Use funds efficiently and effectively to contain costs and provide high quality services that meet the needs of children and families and complies with IDEA requirements.
- (5) Monitor internal use of funds and resources on an ongoing basis, including participating in audits and fiscal integrity reviews as well as monitoring funding of subcontracts to ensure compliance with all federal, State and local mandates.

8. COMPENSATION/VOUCHER PAYMENT

a. The Contractor must ensure subcontractors:

- (1) Compensation for services will be paid upon the timely completion of services and is contingent upon acceptance of relevant work products and approval by the CLA as described in this Contract.
- (2) Certify billing information provided by the CLA, sign and submit it to the CLA for payment.
- (3) Facilitate the coordination of payment for ESIT services from Federal, State, Local and Private sources (including public and private insurance coverage).
- (4) Payments for Part C of IDEA, ELTA, and Unrealized Enrollment Funds are made on reimbursement of actual costs.

(5) CLA will reimburse ESIT services as follows:

- (1) State Birth to Three Special Education Funding – Fee for Service County EIS Rate not to exceed OFM's annual allocation to the CLA.

- (a) The Fee for Service County EIS Rate is derived from the Basic Education Allocation (BEA) rate times 1.15, for each School District Catchment Area and weighted by enrollment. The County EIS Rates are based on the DCYF annual average enrollment caseload data from September 2020 – June 2021 and will periodically be adjusted in October, January, and April.

- (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) Annual Allocation
 - (a) The Contractor's annual allocations are based on the ELTA's per child rate multiplied by the DCYF annual average enrollment caseload from September 2021 through June 2021.
 - (b) Compensation is based on actual cost reimbursement not to exceed the maximum CLA's ELTA Annual Allocation, as shown in Exhibit B, Budget.
- (3) Part C of IDEA
 - (a) The Contractor's annual allocations are based on the Part C of IDEA's per child rate multiplied by the DCYF annual average enrollment caseload from September 2020 through June 2021.
 - (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 ESIT 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. Any Part C of IDEA funding that has not been utilized by June 30, 2022 will be reallocated by the DCYF.
 - (e) 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.
- (4) Unspent Part C of IDEA Unrealized Enrollment – COVID Relief Funding
 - (a) Unspent Funds used for direct ESIT services must be payor of last resort.
 - (b) All Unrealized Enrollment – COVID Relief Funding must be spent by June 30, 2022.
 - (c) Contractor must track expenditures unique to this allocation separately.
- (a) Travel

- i. The Contractor must comply with 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>.
- ii. For reimbursement of Contractor and employee's travel expenses for ELTA, Part C of IDEA, and Unrealized Enrollment 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.
- iii. Upon DCYF request, provide receipts and other supporting fiscal documentation.
- iv. All payment documentation must be submitted to the ESIT.Reports@dcyf.wa.gov.

(b) Voucher Verification

- i. Prior to payment under this Contract, the CLA must review and approve all data regarding ESIT 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.
 - 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 ESIT Provider Agency **and**
 - b) Are between the ages of birth through 2 years of age and not yet three on the first business day of the month **and**
 - c) Have an active IFSP:
 - a. based on eligibility criteria established in ESIT State Policies **and**
 - b. which meets federal and state procedural requirements **and**
 - d) Are eligible for and receiving early intervention services⁽¹⁾.

⁽¹⁾ SHB 2787 states "For the purposes of this subsection (2), a child is receiving early intervention services if the child has received services within a month prior to the monthly count day."

- 2) The actual expenditures incurred for the month being billed for Part C of IDEA, ELTA, and Unrealized Enrollment.
 - 3) In addition, included must be an expenditure detail report, showing detailed information that supports monthly expenditures for Part C of IDEA, ELTA, and Unrealized Enrollment funding.
- (c) If the CLA or the DCYF is not satisfied with the performance of work, the CLA or the DCYF reserves the right to refuse to pay full compensation to the Contractor. Whenever possible, the DCYF must identify any deficiencies in the 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 to the deficiencies to the satisfaction of the CLA or the DCYF, the Contractor must receive payment.

9. DELIVERABLES

a. **Reporting Requirements:**

- (1) Submit Deliverables, as described in the *Exhibit C, Deliverables*.
- (2) Unless otherwise instructed, return deliverable forms in their original format, as sent to Contractors by the CLA.
- (3) Submit Deliverables to the CLA and, when requested, to the DCYF at ESIT.Reports@dcyf.wa.gov.
 - o Required Deliverables as outlined in the *Exhibit C, Deliverables*, the Deliverables for this Contract are:
 - Audits or Other Monitoring Reports
 - ESIT Statewide Directory Information
 - Federal Certification and Assurance
 - Financial Disclosure Certification
 - FY20 State & Local Revenue and Expenditures Report
 - FY21 State & Local Revenue and Expenditures Report – Mid-Year
 - FY251 State & Local Revenue and Expenditures Report – Year-End
 - Interagency Agreements/MOAs/MOUs, if needed
 - Local ESIT Services Collaboration Plan, including Service Area Agreements, if needed
 - ESIT Service Provider/School District Contact Verification Form
 - In-person Services Plan
 - Single Monthly Count Reports
 - Subcontracts, if needed
 - o Other Requirements
 - Certification of Data Disposition
 - Certificate of Insurance
 - Confidentiality and Non-Disclosure Agreement



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 22-1189, 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 Contact Number 22-1189 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 22-1189. 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 22-1189.
- 3.2 I understand that before I am allowed access to information and data that is described and/or contained in DCYF Contract Number 22-1189, I must sign and agree to the following:
 - (A) I have been informed and understand that information provided under DCYF Contract Number 22-1189 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 22-1189.
 - (B) I also understand that I am not to access or use the information that is provided under DCYF Contract Number 22-1189 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 22-1189.

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

Contractor Name:

Employee/Sub-Contractor/Agent Name:

Signature:_____

Signature:_____

Print Full Name:_____

Print Full Name:_____

Job Title:_____

Job Title:_____

Date:_____

Date:_____

Signature:_____

Signature:_____

Print Full Name:_____

Print Full Name:_____

Job Title:_____

Job Title:_____

Date:_____

Date:_____

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Job Title: _____

Date: _____

Signature: _____

Print Full Name: _____

Job Title: _____

Date: _____

Signature: _____

Print Full Name: _____

Job Title: _____

Date: _____

Signature: _____

Print Full Name: _____

Job Title: _____

Date: _____

(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. 22-1189 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. 22-1189 have been wiped from data storage systems.
- ___ All materials and non-wiped computer media containing any data sets related to DCYF Contract No. 22-1189 have been destroyed.
- ___ All copies of any data sets related to DCYF Contract No. 22-1189 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. 22-1189, 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 115-31

- a. 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:—
- b. The percentage of the total costs of the program or project which will be financed with Federal money;
- c. The dollar amount of Federal funds for the project or program; and
- d. 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

- a. 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 agrees that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- b. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color or national origin;
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, 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 Health and Human Services

a. Payment Request Certification.

- (1) 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:

- (a) 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.

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

- (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 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 to 45 C.F.R. Part 75: Appendices III through VII, and Appendix IX. 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 45 C.F.R. § 75.414(f), the Federal Government 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

- (1) 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.

d. Lobbying Certification

- (1) 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 45 C.F.R. § 75.450.

e. Definitions

- (1) As used throughout this Contract, the following terms shall have the meanings set forth below:
- (2) "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.
- (3) "Cost allocation plan" means central service cost allocation plan or public assistance cost allocation plan
- (4) "Indirect Administration Cost Rate" means general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).
- (5) "Indirect Facilities Cost Rate" means depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.
- (6) "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

- a. This award is subject to the requirements of 2 C.F.R. § 175.15 (CHAPTER I—OFFICE OF MANAGEMENT AND BUDGET GOVERNMENTWIDE GUIDANCE FOR GRANTS AND AGREEMENTS). 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:
 - "I. Trafficking in persons.
- b. 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—
 - (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (b) Procure a commercial sex act during the period of time that the award is in effect; or

- (c) Use forced labor in the performance of the award or subawards under the award.
 - i. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
- (d) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- (e) 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—
 - i. Associated with performance under this award; or
 - ii. 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 Health and Human Services] at 2 CFR part [376]
- (2) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - (a) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - (b) 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 Health and Human Services] at 2 CFR part [376].
- (3) Provisions applicable to any recipient.
 - (a) 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.
 - (b) 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.
 - (c) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- c. Definitions. For purposes of this award term:
 - (1) "Employee" means either:
 - (a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (b) 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":
 - (a) 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.
 - (b) Includes:
 - i. 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).
 - ii. 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; 45 C.F.R. Part 93)

- 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 Contractor, to any person for influencing or attempting to influence an officer or employee of a federal 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 Contractor 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 Anti-Lobbying 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 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 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 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 (Section 4, page 3).

7. Certification Regarding Drug-Free Workplace Requirements

- a. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or

use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- b. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations;
- c. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by Paragraph 7.a;
- d. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by notifying the employee in the statement required by Paragraph 7.a that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. **Written Agency Notification within Ten Calendar Days after Receiving Notice under Paragraph 7.d.(2) from an Employee, or Otherwise Receiving Actual Notice of such Conviction.**
 - (1) After the Contractor receives the notice required under Section 7.d.(2), the Contractor certifies that it will, or will continue, to provide a drug-free workplace by providing notice of the conviction, including position title, to the Department of Children, Youth, and Families, unless the United States Department of Health and Human Services has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by taking one of the following actions, within 30 calendar days of receiving notice under Paragraph 7.d.(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily 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.
- g. The Contractor certifies that it will, or will continue, to provide a drug-free workplace by making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 7.a, 7.b, 7.c, 7.d, 7.e and 7.f..

8. Covenant Against Contingent Fees

- a. The Contractor represents and warrants that no person, agency, or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a Contingent fee, excepting bona fide employees or a bona fide agency maintained by the Contractor for securing business. For breach or violation of this warranty, 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 such Contingent fee.
- b. Bona fide agency, as used in this clause, 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, 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, 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, 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. Crime Control Act – Reporting of Child Abuse

- a. Public Law 101-647 (42 U.S.C. 20341), also known as the Crime Control Act of 1990 (Crime Control Act), imposes responsibilities on certain individuals who, while engaged in a professional capacity or activity, as defined in the Crime Control Act, on Federal land or in a federally-operated (or contracted) facility, learn of facts that give the individual reason to suspect that a child has suffered an incident of child abuse.
- b. The Crime Control Act designates “covered professionals” as those persons engaged in professions and activities in eight different categories including, but not limited to, teachers, social workers, physicians, dentists, medical residents or interns, hospital personnel and administrators, nurses, health care practitioners, chiropractors, osteopaths, pharmacists, optometrists, podiatrists, emergency medical technicians, ambulance drivers, alcohol or drug treatment personnel, psychologists, psychiatrists, mental health professionals, child care workers and administrators, and commercial film and photo processors. The Crime Control Act defines the term “child abuse” as the physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child.
- c. Accordingly, any person engaged in a covered profession or activity under an HHS contract or subcontract, regardless of the purpose of the contract or subcontract, shall immediately report a suspected child abuse incident in accordance with the provisions of the Crime Control Act. If a child is suspected of being harmed, the appropriate State Child Abuse Hotline, local child protective services (CPS), or law enforcement agency shall be contacted. For more information about where and how to file a report, the Childhelp USA, National Child Abuse Hotline (1-800-4-A-CHILD) shall be called. Any covered professional failing to make a timely report of such incident shall be guilty of a Class B misdemeanor.
- d. By acceptance of this Contract or order, the Contractor agrees to comply with the requirements of the Crime Control Act. The Crime Control Act also applies to all applicable subcontracts awarded under this Contract. Accordingly, the Contractor shall ensure that each of its employees, and any subcontractor staff, is made aware of, understands, and complies with the provisions of the Crime Control Act.

10. Limited English Proficiency (Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons) (Executive Order 13166, August 11, 2000)

- a. 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 OCR website at: E
- b. <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html>.

11. 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.

12. Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business

- a. Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On reducing Text Messaging While Driving," October 1, 2009.

13. Purchase of American-Made Equipment and Products

- a. In accordance with Public Law 103-333 the "Departments of Labor, Health and Human services, and Education, and Related Agencies Appropriations Act of 1995," the following provision is applicable to this grant award:
 - (1) Section 507: "Purchase of American-Made Equipment and Products – It is the sense of the congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made." See Public Law 103-333 § 507.

14. Single Audit Requirements

- a. **Subrecipient of Federal Award.** If 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 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, DCYD, 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.
- b. **Expends \$750,000 or More in Federal Awards.** If the Contractor expends \$750,000 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. Upon completion of each audit, the Contractor shall submit to DCYF's Contract Manager the data collection form and reporting package specified in OMB 2 C.F.R. § 200, and any reports required by the program-specific audit guide (if applicable).
- c. **Exemption when Federal awards expended are less than \$750,000.** A non- Federal entity that expends less than \$750,000 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.

15. Audit Report Submission

- a. **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.
- b. **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.

16. Whistleblower Protections for Contractor Employees (48 C.F.R. 3.908)

- a. The Contractor is hereby given notice that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239, Div. A, Title VIII, § 828) and FAR 3.908 (48 C.F.R. § 3.908).
- 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.
- c. 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, or 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 Paragraph 15.c.(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 Paragraph 15.c.(1) may be disclosed to the entities described in this paragraph by an employee of the Contractor, subcontractor or grantee.
 - (a) A Member of Congress or a representative of a committee of Congress.
 - (b) An Inspector General.
 - (c) The Government Accountability Office.
 - (d) A Federal employee responsible for contract or grant oversight or management at the relevant agency.
 - (e) An authorized official of the Department of Justice or other law enforcement agency.
 - (f) A court or grand jury.
- (g) A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.