



**INTERLOCAL AGREEMENT  
ECEAP**

**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**

Beth Mizell  
beth.mizell@snoco.org  
Phone: (425) 388-7252

**DCYF ADDRESS**

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

**DCYF PROGRAM CONTRACT MANAGER**

Carolyn House-Higgins  
ECEAP Operations Specialist  
carolyn.house-higgins@dcyf.wa.gov  
Phone: (360) 407-3694

**THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:**

- Education - Kindergarten Readiness.
- Health - Child Development.
- Resilience - Parents/caregivers are supported to meet the needs of their children/youth.

**THE PURPOSE OF THIS CONTRACT** is to provide comprehensive Early Childhood Education and Assistance Program (ECEAP) services.

**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 - 2021-22 ECEAP Performance Standards
- Attachment 1 - Confidentiality and Non-Disclosure Agreement
- Attachment 2 - Certification of Data Disposition

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 June 30, 2022. Performance on this Contract shall not begin before the effective date.

## **5. COMPENSATION**

The cost of accomplishing the work described in this Contract shall not exceed \$15,507,714.66. 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: Carolyn House-Higgins  
PO Box 40972  
Olympia WA 98504-0972

Or, email a scan of an original, signed A-19 voucher directly to the DCYF Contract Manager at [eceap@dcyf.wa.gov](mailto:eceap@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. 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.
- e. 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**

Lacey Harper

Digitally signed by Lacey Harper  
Date: 2021.07.29 15:50:18  
+07'00'

\_\_\_\_\_  
Signature

*Kris Gorgas*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Kris Gorgas

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Contract specialist

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

8/6/2021

\_\_\_\_\_  
Date



## Exhibit A - Statement of Work

### Table of Contents

1. INTRODUCTION.....	1
2. DEFINITIONS .....	2
3. PERFORMANCE BASED CONTRACTING MEASURES .....	3
4. ECEAP OUTCOMES .....	5
5. CONTRACTOR COMMUNICATION WITH DCYF.....	6
6. PRIOR APPROVALS .....	6
7. INTERPRETATION AND TRANSLATION .....	6
8. DATA ENTRY REQUIREMENTS .....	7
9. ECEAP ELIGIBILITY AND ENROLLMENT .....	7
10. PORTABLE BACKGROUND CHECKS .....	7
11. EARLY ACHIEVERS PARTICIPATION .....	8
12. CHILD SAFETY .....	8
13. SUBCONTRACT REQUIREMENTS.....	9
14. SERVICE AREA AGREEMENTS .....	9
15. OBTAINING CONTACT INFORMATION TO RECRUIT FAMILIES .....	9
16. DCYF PART DAY, SCHOOL DAY AND WORKING DAY MODEL COMPENSATION .....	10
17. DCYF PART DAY, SCHOOL DAY AND WORKING DAY MODEL LICENSING REQUIREMENTS .....	11
18. USE OF FUNDS .....	11
19. PURCHASE APPROVALS .....	12
20. INVENTORY .....	12

### 1. INTRODUCTION

- a. The Early Childhood Education and Assistance Program (ECEAP) is Washington’s pre-kindergarten program that prepares 3- and 4-year-old children furthest from opportunity for success in school and life. Since 1985, ECEAP has focused on the well-being of the whole child by providing comprehensive nutrition, health, education and family support services. ECEAP reaches the children most in need of these foundations for learning.
- b. The Department of Children, Youth, and Families (DCYF) operates ECEAP through Contractors who design programs to fit their community needs, in compliance with all contract exhibits and attachments.
- c. Tribal Sovereign Nations may develop and operate ECEAP services in a manner that is culturally relevant and appropriate, and that is specifically suited to members of the Tribal Sovereign Nation, or other tribes, in accordance with corresponding tribal laws and policy, while performing work pursuant to this Contract or Subcontracts.
- d. In the event of an inconsistency in the requirements of current, applicable ECEAP Performance Standards and any applicable statute or rule, the inconsistency shall be resolved by giving precedence to the applicable section(s) of [Chapter 43.216 RCW](#) or [Chapter 110-425 WAC](#).
- e. ECEAP contracts are renewable for Contractors in good standing, based on available funding.
- f. Starting in 2019-20, DCYF instituted quality and outcome performance measures in contracts that provide services to children and families. The purpose is to help achieve DCYF’s long-term child outcome goals, with a focus on building partnerships, advancing racial equity and using data to learn and improve.
- g. ECEAP services contribute to the following DCYF Child Outcome Goals:
  - (1) Parents and caregivers are supported to meet the needs of children and youth.
  - (2) Kindergarten readiness.
  - (3) Child and youth development.

## 2. DEFINITIONS

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

- h. "Ancillary costs" means all costs and expenses associated with or arising from a purchase such as, but not limited to shipping, handling, taxes or installation.
- i. "Contractor" means an organization that is a public or private organization, including, but not limited to school districts, educational service districts, community and technical colleges, private businesses, Tribal Sovereign Nations, local governments, or nonprofit organizations (per [RCW 43.216.515](#)) providing ECEAP services under a signed contract with DCYF.
- j. "DCYF" means the Department of Children, Youth, and Families of Washington State; any division, section, office, unit or other entity of DCYF; or any of the officers or other officials lawfully representing DCYF.
- k. "Early Achievers" means Washington's quality rating and improvement system (QRIS), to help early care and education programs offer high-quality care that supports each child's learning and development.
- l. "ECEAP services" means administration, enrollment and eligibility, human resources, health coordination, education, and family support and engagement services as defined by this Contract and in Exhibit E, ECEAP Performance Standards.
- m. "ELMS" means the Early Learning Management System, the database where Contractors enter program and child information.
- n. "GOLD® by Teaching Strategies" means the proprietary child assessment system developed by Teaching Strategies, LLC, and used to assess multiple developmental domains for all ECEAP children.
- o. "Indirect costs" means the 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.
- p. "Licensed provider" means an individual or entity that provides child care and early learning services for a group of children, birth through twelve years of age that is licensed by the DCYF, pursuant to [RCW 43.216.295](#), unless exempt under [RCW 43.216.010\(2\)](#) and [WAC 110-300-0025](#).
- q. "Licensed exempt provider" means an individual or entity that provides child care and early learning services for a group of children, birth through twelve years of age, that is exempt from licensing requirements by the DCYF, pursuant to [RCW 43.216.295](#), based upon [RCW 43.216.010\(2\)](#) and [WAC 110-300-0025](#).
- r. "Limited English Proficiency" means a person's primary language is other than English and there is a limited ability to communicate in English.
- s. "MERIT" means the Managed Education and Registry Information Tool, Washington's online database for early care and education and school-age professionals to find training, information on career pathways, track their career progress, and request portable background checks. ECEAP lead teachers, assistant teachers, and family support staff enter their staff qualifications in MERIT
- t. "Non-classroom staff" means staff members who do not work in the ECEAP classroom and would have unsupervised access to ECEAP children, such as bus drivers, kitchen and custodial staff.
- u. "Non-traditional Remote Service" (NTRS) means service delivery other than in-person due to an emergency situation.
- v. "Slots" means the number of available spaces for enrolled ECEAP children at any one time. More than one child may occupy a slot in the course of a school year, as children leave the program and new children are enrolled. Standard Part Day and School Day slots are generally funded at an administrative rate during July, August and June and at a comprehensive services rate from September to May. If approved herein Summer Comprehensive ECEAP services for Part Day and School Day slots are funded in July and August at the comprehensive services slot rate. If approved herein, Summer Family Support Plus services are funded in July and August at a weekly per slot rate determined by DCYF.
  - (1) "Part Day" slot means a minimum of three (3) hours per class session, 360 hours per year and 30 weeks per year.
  - (2) "School Day" slot means an average of six hours per day (5.5-6.5), a minimum of 1,000 hours per year, over at least 30 calendar weeks. Classes may be four or five days per week throughout the school year.
  - (3) "Working Day" slot means a minimum of 2,370 hours a year, ten (10) or more hours per day, five (5) days per week and year round. Closures are allowed up to 23 days per year.

- w. "Tribal Sovereign Nation" (termed as *Indian Tribe* in Exhibit D General Terms and Conditions) means the federally recognized Tribe that has executed this Contract and its designated subdivisions and agencies performing services pursuant to this Contract and includes the Tribal Sovereign Nation's officers, employees, and/or agents. For purposes of any permitted Subcontract, *Tribal Sovereign Nation* includes any Subcontractor of the Tribal Sovereign Nation and the Subcontractor's owners, members, officers, directors, partners, employees, and/or agents.
- x. "WA Compass" means the Washington State centralized database for child care licensing, Early Achievers and ECEAP. It includes a contractor page to view monitoring information entered by DCYF staff. WA Compass replaces the web-based Early Learning Systems (WELS), but does not replace MERIT or ELMS.

**3. PERFORMANCE BASED CONTRACTING MEASURES**

The Contractor must participate in ongoing monitoring and discussion with DCYF for the following quality and outcome measures. DCYF recognizes COVID-19's significant, widespread and elongated effects on the Contractor's and local community's capacity to meet the measures' targets.

If the Contractor does not have the resources and/or capacity to meet the quality and/or outcome measure targets, the Contractor provides documentation indicating how all reasonable efforts were made to meet the targets. The documentation includes both data currently collected in ELMS and narratives describing these efforts to meet the targets. DCYF ECEAP also documents efforts to partner with and support the Contractor's success in meeting the targets. DCYF ECEAP continues to use a supportive, non-punitive performance improvement approach and partner with Contractors to increase outcomes.

Data collection and communication with ECEAP Contractors and ECEAP families statewide during the 2021-22 contract year will be used by ECEAP to develop plans for measures and targets in 2022-23 contracts.

**a. Quality Measure**

**(1) Teaching Strategies GOLD® Interrater Reliability (IRR) Certification**

<b>Goal</b>	Consistent and accurate assessment of child development in order to provide individualized instruction that supports unique child outcome goals. This performance measure supports DCYF's goal of kindergarten readiness and child development.
<b>Measure</b>	<b>Rate of active GOLD® IRR Certification for ECEAP Lead Teachers.</b>
<b>Target</b>	<b>95% percent of ECEAP Lead Teachers who have been employed six or more months shall maintain active GOLD® IRR Certification.</b>  <i>Note:</i>  <i>Performance Standard PDTR-10 remains in effect. Lead teachers must:</i> <ul style="list-style-type: none"> <li>• <i>Complete in-person or online training to use Teaching Strategies GOLD® within six months of hire.</i></li> <li>• <i>Complete the inter-rater reliability certification titled "Preschool, including dual language learners and children with disabilities" in Teaching Strategies GOLD® within six months of hire and every three years thereafter.</i></li> </ul>
<b>Reporting Requirement</b>	Continue current reporting requirements.
<b>Performance Management</b>	<b>Modified monitoring frequency:</b>  CQI Specialist monitors and discusses the measure and target with the Contractor quarterly.  If the target is not met, monitoring increases from quarterly to monthly (as warranted) in order for DCYF and the Contractor to more frequently discuss and better

	understand factors impacting certification.
<b>Continuous Improvement</b>	DCYF ECEAP will support continuous improvement by: <ul style="list-style-type: none"> <li>1) Creating a performance feedback loop with Contractors to learn from monitoring this data point, and</li> <li>2) Highlighting timely certification practices for collective learning.</li> </ul>

b. **Outcome Measures**

(1) **Vision and Hearing Screenings**

<b>Goal</b>	Prioritize child vision and hearing screenings and subsequent referrals for assistance and treatment. This performance measure supports DCYF's goal to increase child health and development.
<b>Measure</b>	Children up-to-date on vision and hearing screenings conducted by Contractor staff or by staff in local partner agencies in coordination with the Contractor in either separate screening or as part of an annual wellness check
<b>Target</b>	<p><b>% of children up-to-date on vision and hearing screenings within 120 days of enrollment:</b></p> <ul style="list-style-type: none"> <li>• <b>80% of children are up-to-date by January 1, 2022.</b></li> <li>• <b>90% of children are up-to-date by June 30, 2022.</b></li> </ul> <p><i>Note:</i>  <i>Performance Standard PAO-16 remains in effect: Children who have not had a health screening within the last twelve months must be screened within 90 calendar days, counting children's first day attending class each school year as day one.</i></p>
<b>Reporting Requirement</b>	Continue current reporting requirements.
<b>Performance Management</b>	<p><b>Modified monitoring frequency:</b></p> <p>CQI Specialist monitors and discusses the measure and target with the Contractor quarterly.</p> <p>If the target is not met in January, monitoring increases from quarterly to monthly (as warranted) in order for DCYF and the Contractor to more frequently discuss and better understand factors impacting screenings.</p> <p>If target is met and maintained, the monitoring remains quarterly.</p>
<b>Continuous Improvement</b>	DCYF ECEAP will support continuous improvement by: <ul style="list-style-type: none"> <li>1) Creating a performance feedback loop to learn from monitoring this data point, and</li> <li>2) Highlighting screening practices for collective learning.</li> </ul>

(2) **Mobility Mentoring® Family Pre-Assessment**

<b>Goal</b>	Families experience ECEAP services as inclusive, collaborative, culturally relevant, strength based, and meaningful; resulting in motivation to engage with and participate in ECEAP family support activities. This performance measure supports DCYF's goal of parents and caregivers being supported to meet the needs of children and youth. <i>(See Parent Engagement and Partnership Section in Exhibit E Performance Standards for related information.)</i>
<b>Measure</b>	<b>Family completion of Mobility Mentoring® Family Pre-Assessment</b> with ECEAP staff through meaningful conversations and connections, resulting in family-identified strengths, needs and priorities.
<b>Target</b>	<b>80% of families complete the Mobility Mentoring® Family Pre-Assessment</b>  <i>Note:</i> <i>Performance Standard FEP-5 remains in effect: Contractors must use the Mobility Mentoring® approach in partnership with families. Staff must document in ELMS Mobility Mentoring® per the DCYF checkpoint date for pre-assessment.</i>
<b>Reporting Requirement</b>	Continue current reporting requirements.
<b>Performance Management</b>	<b>Modified monitoring frequency:</b>  CQI Specialist monitors and discusses the measure and target with the Contractor quarterly.  If the target is not met, monitoring increases from quarterly to monthly (as warranted) in order for DCYF and the Contractor to more frequently discuss and better understand factors impacting family completion of pre-assessment.  If target is met and maintained, the monitoring remains quarterly.
<b>Continuous Improvement</b>	DCYF ECEAP will support continuous improvement by:  1) Creating a performance feedback loop to learn from monitoring this data point, and  2) Highlighting assessment practices for collective learning.

#### 4. ECEAP OUTCOMES

a. The expected outcomes of ECEAP are:

- (1) Child development and learning as demonstrated by increases in GOLD® scale scores from fall to spring in social-emotional, physical, language, cognitive development, early math and literacy skills to support kindergarten readiness.
- (2) Family resiliency enhancement documented by average increases in Mobility Mentoring® fall to spring ratings in family stability, well-being, and supported access to resources and opportunities involving financial management, education and training, employment and career progression.
- (3) Child health services coordination documented as establishment of a medical and dental home; up-to-date status on well-child exams, dental screenings and immunizations; completion of vision and hearing screenings; mental health referrals when indicated; and completion of any needed treatment or follow-up.
- (4) Children's and families' experiences are positive as a result of cultural responsiveness, inclusion and approaches that advance equity; individualization that focuses on strengths; and collaboration as demonstrated by family feedback shared directly with ECEAP staff or through other methods such as the ECEAP Family Feedback Survey.



## 5. CONTRACTOR COMMUNICATION WITH DCYF

- a. The Contractor must participate in:
  - (1) Regularly scheduled calls with DCYF to support continuous quality improvement.
  - (2) ECEAP quarterly Directors Meetings by sending a representative to each DCYF ECEAP Directors' Meeting, including annual in-person and quarterly web-based meetings.
  - (3) Quarterly scheduled meetings with DCYF if subcontracting with Tribal Sovereign Nations.
- b. The Contractor must communicate with DCYF Contract Manager (CQI Specialist) on regular scheduled calls, and as changes develop, about:
  - (1) Non-traditional Remote Services.
  - (2) Completion of ongoing documentation of services, as determined by DCYF.
- c. The Contractor must inform the DCYF Contract Manager (CQI Specialist) immediately of:
  - (1) Any serious issue that impacts services for ECEAP children or families.
  - (2) Any serious issue that has potential for media coverage.
  - (3) Any Child Protective Services (CPS) issue related to ECEAP staff facilities or transportation.
  - (4) A charge or conviction against the director or a staff person for a disqualifying crime under WAC 110-06-0120.
  - (5) Change of address or phone number.
  - (6) Change of ownership, chief executive or director.
  - (7) Changes to modified or full services.

## 6. PRIOR APPROVALS

The Contractor must obtain prior written approval from DCYF ECEAP before:

- a. Offering enrollment to families with income above 110 percent of federal poverty level (FPL) after the Contractor's over-income limit has been reached.
- b. Changing class start dates.
- c. Changing class end dates.
- d. Adding a new site.
- e. Beginning a major remodeling of the site, including planned use of space not previously approved by the fire marshal's office or DCYF.
- f. Adding or moving a class.
- g. Changing the number of slots assigned to a site.
- h. Changing a service area boundary.
- i. Adding a Subcontractor who provides ECEAP services. Refer to Exhibit A, Statement of Work, *Subcontract Requirements* section.
- j. Purchasing equipment with unit costs or total cost of \$5,000 or greater including ancillary costs, or procuring playground or facility improvements with a total cost of \$5,000 or greater including ancillary costs, paid fully or in part with ECEAP funds. Refer to Exhibit A, Statement of Work, *Purchase Approval* section.
- k. Purchasing gift cards to support program activities and that do not allow for the purchase of alcohol, tobacco or firearms.
- l. Selling or disposing of equipment purchased with ECEAP funds from the Contractor's Inventory List.
- m. Changing Contractor's legal status, ECEAP Director, or organizational structure related to ECEAP.
- n. Implementing variances or waivers to Exhibit E, ECEAP Performance Standards.

## 7. INTERPRETATION AND TRANSLATION

- a. The Contractor must provide Limited English Proficient (LEP) clients with certified or otherwise qualified interpreters and translated documents.
- b. The Contractor must provide deaf, deaf-blind, or hard of hearing clients with the services of a certified sign language interpreter.
- c. Interpreter and translation services shall be provided at no cost to the client. All interpreter and translation costs shall be the financial responsibility of the Contractor.
- d. The Contractor must comply with all federal, e.g. Title VI of the US Civil Rights Act of 1964, Chapter 49.60 RCW, and contractual requirements pertaining to the provision of LEP language services.

## 8. DATA ENTRY REQUIREMENTS

- a. The Contractor must enter and maintain accurate data in ELMS and MERIT. This includes ensuring all data is entered in ELMS and MERIT according to Exhibit C, Deliverables; contract reference document, *Deliverables and Required Activities Calendar*; and the ELMS ECEAP Data Entry-Minimum Requirements document, which is linked from the DCYF webpage. A Modified Data Entry Requirements document for COVID-19 is linked from the DCYF webpage.
- b. The Contractor must assign coaches to each site in WELS and/or WA Compass when available, and ensure that coaches enter supports and technical assistance provided to staff and enter coaches professional development activities into WELS and/or WA Compass, when available.
- c. The Contractor must complete and enter all Teaching Strategies GOLD® checkpoints as outlined in Exhibit C, Deliverables and the contract reference document *Deliverables and Required Activities Calendar*.
- d. The Contractor must complete and enter all Mobility Mentoring® assessments and check-in's as outlined in Exhibit C, Deliverables and the contract reference document *Deliverables and Required Activities Calendar*.
- e. The Contractor must complete the ECEAP Directors Customer Satisfaction Survey as outlined in Exhibit C, Deliverables and the contract reference document *Deliverables and Required Activities Calendar*.
- f. The Contractor must obtain signed permission from a parent or guardian before requesting that DCYF transfer ELMS records from another Contractor. A copy of the documentation must be kept and the permission must be documented in ELMS.
- g. DCYF provides extracts of certain data from GOLD® by Teaching Strategies and ELMS to the P20W data warehouse managed by the Washington State Education Research and Data Center for the purpose of longitudinal analysis. This data includes fall and spring Teaching Strategies GOLD® Online check points, child names and birthdates, duration of ECEAP services and demographic information including federal poverty level. It does not include family risk factors, parent-teacher conference notes or family support notes. This data is matched with K-12 and workforce data and de-identified so researchers will not be able to identify individual children.

## 9. ECEAP ELIGIBILITY AND ENROLLMENT

The Contractor must:

- a. Immediately inform DCYF of any suspicion that an employee improperly recorded a family's eligibility criteria or a family provided false information in order to enroll in ECEAP. Fraudulent eligibility practices may lead to suspension or termination of the ECEAP contract, requiring the Contractor to discontinue subcontracts or terminate the involved employee(s), or referring cases for criminal prosecution.
- b. Make every effort to maintain enrollment in line with ECEAP Enrollment Policy. DCYF reserves the right to reclaim slots and funds, or reallocate slots to other Contractors, if the Contractor cannot maintain full enrollment.
- c. Ensure that prior to enrolling children, staff who verify ECEAP eligibility criteria complete training as stated in Exhibit C, Deliverables and the contract reference document *Deliverables and Required Activities Calendar*.

## 10. PORTABLE BACKGROUND CHECKS

- a. ECEAP staff are required to enter the Portable Background Check into MERIT. Staff will receive a conditional status until fingerprinting can be completed.
- b. The Contractor must ensure that DCYF portable background checks are completed for all persons who have or may have unsupervised access to children during ECEAP programming (this includes transportation and other services during ECEAP hours). Contractors must disqualify persons from unsupervised access to children in accordance with [WAC 110-06-0070](#).
- c. Non-classroom staff working with children in a school district or ESD setting are allowed to use the Office of Superintendent of Public Instruction (OSPI) background clearance for the 2021-22 school year for persons who may have unsupervised access to ECEAP children. These staff must have an active OSPI background clearance prior to working with children.

## 11. EARLY ACHIEVERS PARTICIPATION

The Contractor must:

- a. Ensure that all sites actively participate in Early Achievers and comply with the Early Achievers Participant Operating Guidelines including, but not limited to:
  - (1) Non-licensed sites complete the Early Achievers registration application within 30 days of starting ECEAP class at the site.
  - (2) Licensed sites complete Early Achievers registration application within 30 days of enrollment in Early Achievers.
  - (3) Participate in Early Achievers quality recognition per required ECEAP timelines.
- b. Assign an Early Achievers contact and facility/site designee at each site.
- c. Require newly hired Early Achievers coaches to attend the Early Achievers Coach Framework training online or in-person within six months of hire and document date attended in WA Compass.
- d. Require Early Achievers coaches to have the knowledge, skills and ability to use Coaching Companion to facilitate sites through the continuous quality improvement process.
- e. Ensure coaching interactions are recorded in WA Compass.
- f. Ensure coaches support sites to develop a quality improvement plan and enter the information in WA Compass.
- g. Ensure each ECEAP site is at Level 4 or 5 in Early Achievers within 24 months of enrollment in Early Achievers.
- h. Ensure that sites rated Level 2 or 3 comply with the Early Achievers Remedial Activities Policy.
- i. Sites not rated Level 4 or 5 after completion of the remedial activity period will not be funded for ECEAP in the following state fiscal year.
- j. Support sites with coaching and resources to attain or maintain a Level 4 or 5 rating.
- k. Identify an ECEAP staff representative to participate in Local Implementation Partner meetings convened by local Child Care Aware (CCA) offices to build a seamless system and increase coordination of professionals serving the same early learning providers in the same sub-region (sub-regions may be identified by county, community or other groupings based on location and caseloads as mutually agreed upon by DCYF and the contractor). Focus must be placed on how to collaborate, align services, strengthen communication and reduce any duplication of services. Local Implementation Partner meetings must be held no less than quarterly in each CCA sub-region and efforts must be made to include all areas of the region in meetings throughout the year.
- l. Tribal Sovereign Nations have the option of participating in Early Achievers through an inter-local agreement between the Tribal Sovereign Nation and DCYF. Tribal Sovereign Nations may also choose to use an alternative quality recognition and assessment process approved by DCYF.

## 12. CHILD SAFETY

- a. Children's health, safety and wellbeing must always be the primary concern of the Contractor in the delivery of services under this Contract. The Contractor must report child abuse and neglect in accordance with RCW 26.44.030. If the Contractor, or any of the Contractor's employees, has reasonable cause to believe that a child has suffered abuse or neglect from any person, the Contractor or employee must immediately report such incident to CPS Intake at 1-866-ENDHARM. This requirement includes suspected abuse or neglect that occurs when a child is in the care of the Contractor as well as outside of the Contractor's care.
- b. The Contractor must ensure that managers, board members, employees and volunteers of the ECEAP program who will or may have contact with ECEAP children complete training on child abuse and neglect, including reporting procedures, within two weeks of initial association with ECEAP and annually thereafter. Training may consist of viewing the DCYF Mandatory Reporter Video Presentation and other resources in the Mandatory Reporter Toolkit. The Contractor must retain a statement signed annually by each person participating in this training, acknowledging their completion of training and duty to report child abuse and neglect.

### 13. SUBCONTRACT REQUIREMENTS

- a. The Contractor must not subcontract ECEAP in an unlicensed child care center or unlicensed family child care home or a child care center or family child care home that is not in good standing with DCYF child care licensing.
- b. All subcontracts for ECEAP services must include:
  - (1) Number of slots for ECEAP children.
  - (2) Funds per slot.
  - (3) A list of deliverables and due dates the Subcontractor must submit to the Contractor.
  - (4) A description of how the Contractor will monitor the Subcontractor for compliance with all the provisions of this Contract, which includes Exhibit E, ECEAP Performance Standards.
- c. Contractors subcontracting with Tribal Sovereign Nations must:
  - (1) Participate in Government to Government training provided by DCYF. The training must be completed by designated staff and leadership within six (6) months of hire or assignment to ECEAP activities or roles.
  - (2) Submit requests from Tribal Sovereign Nations for over income slots beyond the allotted number of slots, to DCYF for review.

### 14. SERVICE AREA AGREEMENTS

- a. Contractors must complete written and signed Service Area Agreements with each neighboring ECEAP contractor and Head Start grantee and submit the agreements to DCYF ECEAP by the due date in Exhibit C, Deliverables and contract reference document *Deliverables and Required Activities Calendar*. The agreements must fully describe:
  - (1) Service area boundaries for each party to the agreement, including specific areas for recruitment and enrollment of families for each party.
  - (2) The process for referral of families between parties.
  - (3) Plans for ongoing communication.
  - (4) The process for problem resolution.
  - (5) Plans for collaborating with service area partners to ensure efficient use of state and community resources, when practical, for developing community assessments, coordinating work with community partners including the Health Advisory Committee, and planning joint staff and parent training opportunities.
- b. If collaboration is not practical for any topics in this Section (14.a.), Service Area Agreements must state the reasons.
- c. If no agreement can be reached, the Contractor must send a description of efforts made and the understanding of service area boundaries to DCYF.
- d. Contractors who are also Head Start grantees may combine their Head Start Memorandum of Understanding (MOU) and ECEAP Service Area Agreements into one document, providing the requirements for both are met.
- e. DCYF reserves the right to reclaim slots and funds, or reallocate slots to other Contractors, if the Contractor is recruiting within the service area of a neighboring ECEAP or Head Start program.

### 15. OBTAINING CONTACT INFORMATION TO RECRUIT FAMILIES

- a. DCYF will provide the Contractor with contact information for families receiving services from the Department of Social and Health Services (DSHS) who have children who are potentially eligible for ECEAP, the Contractor's federal Early Head Start and Head Start programs, if applicable. This contact information consists of names and addresses and is to be used solely for recruitment and enrollment purposes for these programs. DCYF will deliver this contact information to the Contractor using a secure file transfer protocol.
- b. Contractors who choose to receive this contact information for recruitment purposes must:
  - (1) Note their request and provide zip codes for recruitment areas on the ELMS Locations & Classes>Contractor>Service Areas page, in the "Service Area Zip Codes" section by February 1 each year.
  - (2) Download the contact information within 13 days of email notice from DCYF that it is in your secure transfer protocol file. This will occur approximately March 30. The secure file will be deleted after 13 days.

- (3) Protect the contact information and all documents generated from this information from unauthorized physical or electronic access according to Exhibit D, General Terms and Conditions.
- (4) Refrain from transferring this contact information via email.
- (5) Submit a copy of Attachment 1, Confidentiality and Non-Disclosure Agreement to DCYF with signatures of all staff who may access this contact information. Signatures are valid for the duration of this Contract.
- (6) Limit access to the contact information to persons who have signed the Notice of Non-Disclosure Form.
- (7) Refrain from using the contact information for any other purpose than recruitment of families for ECEAP, Early Head Start or Head Start.
- (8) Destroy this contact information at the end of the annual recruitment period, as described in the Data Share Requirements. Ensure electronic or printed data is properly destroyed so that unauthorized individuals cannot access this contact information and it cannot be recovered.
- (9) Complete Attachment 2, Certification of Data Disposition, following all records retention requirements, upon the destruction of the data and submit it to [dcyf.publicrecords@dcyf.wa.gov](mailto:dcyf.publicrecords@dcyf.wa.gov) within 15 days of the date of disposal.

**16. DCYF PART DAY, SCHOOL DAY AND WORKING DAY MODEL COMPENSATION**

- a. The Contractor must be authorized by DCYF prior to providing services through Part Day, School Day or Working Day ECEAP slots. Authorized slots associated with this Contract are:
  - (1) Part Day:
    - a) 1285.00 Total for FY22
    - b) 175.00 Of total, number of slots with Summer ECEAP services funding (July and August)
  - (2) School Day:
    - a) 286.00 Total for FY22
    - b) 40.00 Of total, number of slots with Summer ECEAP services funding (July and August)
  - (3) Working Day
- b. DCYF pays Contractors providing School Day or Working Day models at a per slot rate based on their region. DCYF pays Contractors providing Part Day model at a per slot rate statewide. In order to receive payment if classroom(s) are closed due to an emergency, Contractors must provide non-traditional remote services (NTRS). The Contractor receives contract amendments up to twice a year if slot reallocations occur. If funding differences result from slot reallocations, retroactive payment adjustments are provided by DCYF. See Exhibit B, Budget for monthly slot payment amounts.
- c. Summer ECEAP services may include:
  - (1) Comprehensive ECEAP services with enhancements such as, but not limited to:
    - a) Increased activities and services to strengthen social-emotional and pre-academic skill development to support kindergarten readiness.
    - b) Increased support for at-home activities to strengthen school to home learning and connections.
    - c) Implementation of Mobility Mentoring® family support model.
    - d) Resources and referrals.
    - e) Food and nutrition services.
    - f) Access to health, including mental health, providers and services.
  - (2) Family Support Plus services with enhancements such as, but not limited to:
    - a) Kindergarten readiness and transition activities for families.
    - b) Outdoor play and learn activity groups.
    - c) Implementation of Mobility Mentoring® family support model.
    - d) Family stability supports
    - e) Food and nutrition services.
    - f) Access to health, including mental health, providers and services.

**17. DCYF PART DAY, SCHOOL DAY AND WORKING DAY MODEL LICENSING REQUIREMENTS**

- a. All Working Day classes must complete the full DCYF child care licensing process as required by RCW 43.216 and WAC 110-300 prior to the first day of class during the 2021-22 year.
- b. School Day classes not operated by a government entity must complete the full DCYF child care licensing process as required by RCW 43.216 and WAC 110-300 prior to the first day of class during the 2021-22 year.
- c. For the 2021-22 contract year, School Day sites operated by a government entity will not be required to become licensed. This includes Part Day sites with class sessions of four (4) hours or more.
  - (1) These sites will complete and submit an exemption form through DCYF ECEAP. A new exemption form is not needed if an exemption was approved in prior years. Send exemption requests to [eceap@dcyf.wa.gov](mailto:eceap@dcyf.wa.gov).
- d. Part Day classes operating 4 hours or less than four (4) hours a day are not required to complete the child care licensing process. These sites are required to participate in health and safety visits by DCYF staff once this system has been developed. Until then these ECEAP sites are not required to participate in this activity.

**18. USE OF FUNDS**

- a. A funding reference document with an itemized budget is attached to this contract.
- b. For each slot, the Contractor bills a specific base rate monthly for operational costs.
- c. For slots that had a child enrolled during the month, the Contractor bills a specific rate for direct services to children and families.
- d. The Contractor must maintain a financial management system with written policies and procedures ensuring strong internal controls.
- e. The Contractor must not carry forward funds received from this contract totaling more than 10% of the contract after the contract end date. By June 15, 2022, the Contractor must submit to DCYF for approval a spenddown plan with the total amount of ECEAP funds unspent; identified items, personnel or service expenses; and a timeline to expend funds.
- f. The Contractor must submit the following to DCYF according to Exhibit C, Deliverables and reference document *Deliverables and Required Activities Calendar*:
  - (1) A-19 Invoices.
  - (2) ECEAP Operating Budget on the template provided by DCYF.
  - (3) Staff Compensation Data on the template provided by DCYF.
  - (4) ECEAP Contractor Financial Disclosure Certification on the form provided by DCYF.
  - (5) Certificate of Coverage upon renewal of insurance.
  - (6) Copy of vehicle title if purchased with ECEAP funding.
- g. When expending ECEAP funds for items, personnel or services used by other programs or individuals, ECEAP funds may only be spent for the share used solely for ECEAP services.
- h. The Contractor must maintain a written cost allocation plan that describes how ECEAP and other funds are used. Cost allocation plans are subject to the records retention schedule identified in this Contract.
- i. The Contractor may use ECEAP funds for the following costs:
  - (1) ECEAP administration including planning and coordination; accounting and auditing; purchasing, personnel and payroll functions; and equipment, training, travel and facility costs related to these purposes. Administrative costs must not exceed 15 percent of the amount of this Contract, including Subcontractors' administrative costs, if any.
  - (2) ECEAP services including preschool education, health services coordination, nutrition, family supports and parent involvement. This includes salaries and benefits for direct service personnel, goods and services, equipment, facilities, child transportation, training, travel and other costs related to direct ECEAP services.
  - (3) Medical, dental, nutrition and mental health services for ECEAP children and families, as dollars of last resort if alternate sources of assistance are not available.
- j. The Contractor may not use ECEAP funds for the following:
  - (1) Costs not directly related to ECEAP.
  - (2) Costs that exceed the Contract amount.
  - (3) Finance charges or late fees on purchases.
  - (4) Work charged to or paid by any other contract or funding source.
  - (5) Any sectarian purpose or activity, including sectarian worship or instruction.

- k. Travel expenses allowed in this section (18.k.) may include airfare (economy or coach class only), mileage, other transportation expenses, lodging and subsistence necessary during periods of required travel. The Contractor must comply with Washington State Office of Financial Management travel policy as described at <http://www.ofm.wa.gov/policy/10.htm> including travel rates and exceptions to the maximum allowable rates. When the lowest available lodging rate exceeds the current state travel reimbursement rates or the lodging provider requires a government-issued identification card in order to receive the state per diem rate and the Contractor is not a government-based entity, ECEAP may allow an exception to the maximum allowable limit for lodging when such exception is documented, pre-approved in writing by the Contractor's director or authorized designee (i.e. finance director), and available for review.
- l. If the Contractor provides Part Day or School Day ECEAP within a licensed child care, the Contractor may separately bill for child care subsidy for the same children for hours that they receive child care beyond the ECEAP hours.
- m. The Contractor may engage in efforts to obtain additional funds and in-kind contributions to expand or enhance ECEAP service delivery. The Contractor must not solicit funds from families enrolled in ECEAP.
- n. If the Contractor plans to use ECEAP funds as federal match for any federal funds, the Contractor must document this in the September ELMS Monthly Report, including the amount of ECEAP funds the Contractor wants to use for the current state fiscal year (July 1 – June 30) and the title of the federal program to which this match would apply. The request must not exceed the amount of state funds received for ECEAP services.

## 19. PURCHASE APPROVALS

- a. The Contractor must obtain prior written approval from DCYF, using the Purchase Request Form on the DCYF website, before using or contributing any ECEAP funds to acquire:
  - (1) Equipment, defined as any article of tangible, nonexpendable, property having a useful life of more than one year with a unit cost or total purchase cost of \$5,000 or greater, including ancillary costs. Ancillary costs include, but are not limited to tax, shipping, handling and installation.
  - (2) Playground or facility improvements with a unit or total purchase cost of \$5,000 or greater including ancillary costs. For playgrounds, this includes, but is not limited to costs for equipment and site preparation.
- b. The Contractor must provide a cost allocation plan if the purchase is not solely for ECEAP use.

## 20. INVENTORY

- a. The Contractor must maintain inventory policies and procedures. These must include procedures for:
  - (1) Documenting and reporting lost or stolen equipment.
  - (2) Completing an inventory audit at least every two years.
- b. The Contractor must maintain an Inventory List and supporting records for equipment purchased in whole or in part with ECEAP funds, including:
  - (1) All assets with a unit cost (including ancillary costs) of \$5,000 or greater.
  - (2) The following assets with unit costs of \$300 or more:
    - (a) Computer systems, laptop and notebook computers.
    - (b) Office equipment.
    - (c) Communications and audio-visual equipment, including CD and record players, radios, TVs, VCRs, DVD players, cameras and photographic projection equipment.
    - (d) Appliances.
  - (3) Curricula in hard copies purchased by Contractor OR by DCYF for Contractor.
  - (4) Other assets identified by the Contractor as vulnerable to loss.
- c. The Inventory List and supporting records must include the following, if applicable:
  - (1) Inventory Control Number (tag).
  - (2) Description of the asset.
  - (3) Manufacturer or trade name.
  - (4) Serial number.
  - (5) Contractor's acquisition date.

- (6) Order number from purchasing document.
  - (7) Total cost or value at time of acquisition (including all ancillary costs).
  - (8) Ownership status, for example if shared by multiple funding sources.
  - (9) Depreciation (for capital assets).
  - (10) Location of item.
  - (11) Useful life, in years.
  - (12) Disposal date, method and salvage value.
- d. Subject to DCYF determination, Contractors may be required to return to DCYF property purchased with Contract funding.





## 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. July 2021 – Admin, Enrollment Staff Dev (Summer and/or Working Day Comp. Services, if applicable)	1 Monthly	\$937,523.93	\$937,523.93		
2. August 2021 – Admin, Enrollment Staff Dev (Summer and/or Working Day Comp. Services, if applicable)	1 Monthly	\$888,388.49	\$888,388.49		
3. September 2021 – Comprehensive Preschool Services	1 Monthly	\$1,435,068.44	\$1,435,068.44		
4. October 2021 – Comprehensive Preschool Services	1 Monthly	\$1,435,068.44	\$1,435,068.44		
5. November 2021 – Comprehensive Preschool Services	1 Monthly	\$1,435,068.44	\$1,435,068.44		
6. December 2021 – Comprehensive Preschool Services	1 Monthly	\$1,435,068.44	\$1,435,068.44		
7. January 2022 – Comprehensive Preschool Services	1 Monthly	\$1,435,068.44	\$1,435,068.44		
8. February 2022 – Comprehensive Preschool Services	1 Monthly	\$1,435,068.44	\$1,435,068.44		
9. March 2022 – Comprehensive Preschool Services	1 Monthly	\$1,435,068.44	\$1,435,068.44		
10. April 2022 – Comprehensive Preschool Services	1 Monthly	\$1,435,068.44	\$1,435,068.44		
11. May 2022 – Comprehensive Preschool Services	1 Monthly	\$1,435,068.44	\$1,435,068.44		
12. June 2022 – Admin, Enrollment and Staff Dev (Working Day Comprehensive Service, if applicable)	1 Monthly	\$766,186.28	\$766,186.28		

**Total:** \$15,507,714.66

**Contract Maximum:** \$15,507,714.66

**Contract Funding Source(s)**

Other Funds \$289,597.61

State Funds \$15,218,117.05



## Exhibit C - Deliverables Report

### State Fiscal Year 2022 (July 1 2021 - June 30 2022):

#	Deliverable Title, Due Note, Description	Due Date
1.00	Contractor, Subcontractor, site and class sections of ELMS <i>By July 1 (Working Day) or Aug 15 (Part and School Day), 2021</i> <i>Complete Contractor, Subcontractor, site and class sections of ELMS for the new school year.</i>	No Date
2.00	Teachers finalize the summer checkpoint in GOLD® by Teaching Strategies <i>By August 15, 2021</i> <i>For Working Day ECEAP and comprehensive summer services only: Teachers finalize the summer checkpoint in GOLD® by Teaching Strategies.</i>	No Date
3.00	ECEAP Operating Budget <i>By October 30, 2021</i> <i>Submit 2021-22 ECEAP Operating Budget.</i>	No Date
4.00	Staff Compensation Report <i>By October 30, 2020</i> <i>Submit Staff Compensation Report on the template provided by DCYF.</i>	No Date
5.00	Federal Match Request <i>By October 15, 2021 (Optional)</i> <i>Request to use ECEAP funds as federal match, if applicable, by completing that section of the September ELMS Monthly Report.</i>	No Date
6.00	Fall Checkpoint in GOLD® by Teaching Strategies <i>By November 15, 2021</i> <i>Teachers finalize the fall checkpoint in GOLD® by Teaching Strategies.</i>	No Date
7.00	Mobility Mentoring® Assessment <i>By November 30, 2021</i> <i>Mobility Mentoring® first assessment due.</i>	No Date
8.00	DSHS Eligible Families Data <i>By February 1, 2022 (Optional)</i> <i>Request through ELMS names and addresses of age-eligible DSHS clients for recruitment efforts.</i>	No Date
9.00	Winter Checkpoint in GOLD® by Teaching Strategies <i>By February 15, 2022</i> <i>Teachers finalize the winter checkpoint in GOLD® by Teaching Strategies.</i>	No Date
10.00	Mobility Mentoring® Assessment <i>By March 29, 2022</i> <i>Mobility Mentoring® mid-year check-in due.</i>	No Date

- |       |   |         |
|-------|---|---------|
| 11.00 | Service Area Agreements<br><i>By May 15, 2022</i><br><i>Submit Service Area Agreements.</i>   | No Date |
| 12.00 | Spring Checkpoint in GOLD® by Teaching Strategies<br><i>By June 15, 2022</i><br><i>Teachers finalize the spring checkpoint in GOLD® by Teaching Strategies.</i> | No Date |
| 13.00 | ECEAP Contractor Financial Disclosure Certification<br><i>By June 15, 2022</i><br><i>Submit the ECEAP Contractor Financial Disclosure Certification.</i>        | No Date |
| 14.00 | ECEAP Directors Customer Satisfaction Survey<br><i>By June 15, 2022</i><br><i>Submit the ECEAP Directors Customer Satisfaction Survey.</i>                      | No Date |
| 15.00 | ECEAP Self-Assessment<br><i>By June 15, 2022</i><br><i>Submit the ECEAP Self-Assessment.</i>  | No Date |
| 16.00 | Mobility Mentoring® Final Assessment<br><i>By June 28, 2022</i><br><i>Mobility Mentoring® Final Assessment due.</i>   | No Date |
| 17.00 | ELMS Monthly Reports<br><i>By the 15th of the month, except in June report due July 10, 2022</i><br><i>ECEAP Monthly Reports due.</i>                           | No Date |
| 18.00 | ECEAP A-19 Invoices<br><i>By the 15th of the month, except in June invoices due July 10, 2022</i><br><i>Submit A-19 Invoice</i>                                 | No Date |



## Exhibit D - General Terms and Conditions

### Table of Contents

1. DEFINITIONS .....	1
2. ADVANCE PAYMENTS PROHIBITED .....	3
3. AMENDMENT .....	3
4. ASSIGNMENT .....	3
5. ATTORNEY FEES .....	3
6. CHOICE OF LAW AND VENUE .....	4
7. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS .....	4
8. CONTRACTOR STAFF .....	5
9. CONTINUED PERFORMANCE .....	5
10. COPYRIGHT .....	5
11. CULTURALLY RELEVANT SERVICES .....	6
12. DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMAT .....	6
13. DISALLOWED COSTS .....	10
14. DISPUTES .....	10
15. DUPLICATE PAYMENT .....	11
16. ENTIRE CONTRACT .....	11
17. EXPENSES .....	11
18. FUNDING CONTINGENCY .....	11
19. INDEMNIFICATION .....	11
20. HEADINGS .....	11
21. INDUSTRIAL INSURANCE COVERAGE .....	12
22. LIMITATION OF AUTHORITY .....	12
23. INSURANCE .....	12
24. MONITORING .....	12
25. NEUTRAL AUTHORSHIP .....	13
26. ORDER OF PRECEDENCE .....	13
27. OVERPAYMENT .....	13
28. PUBLICITY .....	13
29. RECAPTURE .....	14
30. RECORDS MAINTENANCE .....	14
31. REMEDIES .....	14
32. SEVERABILITY .....	14
33. SITE SECURITY .....	14
34. SOVEREIGN IMMUNITY .....	14
35. SUBCONTRACTING .....	14
36. TERMINATION FOR CAUSE .....	15
37. TERMINATION FOR CONVENIENCE .....	15
38. TERMINATION PROCEDURE .....	16
39. TREATMENT OF ASSETS .....	16
40. WAIVER .....	17
41. CONTRACTOR REPRESENTATIONS AND WARRANTIES .....	17
42. WITHHOLDING PAYMENTS .....	18

### 1. DEFINITIONS

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

- a. **“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.
- b. **“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.
- c. **“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 state in this Contract. For purposes of any permitted Subcontract, “Contractor” includes any Subcontractor and its owners, members, officers, director, partners, employees, and/or agents.
- d. **“Converted Data”** means the data which has been successfully converted by the Contractor for processing by DCYF's computer system.
- e. **“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.
- f. **“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.
- g. **“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.
- h. **“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.
- i. **“Indian Nation”** means the federally recognized Indian Tribe that has executed this Agreement and its designated subdivisions and agencies performing services pursuant to this Agreement and includes the Indian Nation's officers, employees, and/or agents. For purposes of any permitted Subcontract, "Indian Nation" includes any Subcontractor of the Indian Nation and the Subcontractor's owners, members, officers, directors, partners, employees, and/or agents.
- 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. **“Tribal Law”** means the resolutions, law, codes, and/or ordinances enacted by the Indian Nation executing this Agreement, and any of the Indian Nation's tribal court decisions interpreting the same. All references in this Agreement to tribal law shall include any successor, amended, or replacement law, as of the effective date of such successor, amended, or replacement law.
- t. **“Tribal Authority”** means any person or persons the Tribe has authorized through a letter or resolution designating contract signing authority
- u. **“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/>.

## 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.
  - (3) Tribal Sovereign Nations may give Preference in its hiring and employment practices to the members of the Tribal Nation, or other Tribal Nations, who have met all requirements for that position, including state requirements, as may be provided by tribal laws and policies.
- 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. All materials of unique cultural significance shall be owned solely by the Indian Nation unless otherwise expressly agreed in the Contract.

b. Materials created by the Indian Nation which the Indian Nation uses to perform the services of this Contract (including without limitation books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes and/or training materials) shall be owned by the Indian Nation, regardless of whether the materials are paid for in whole or in part by DCYF, except when such materials have been expressly identified within the applicable Contract as belonging to DCYF.

c. If the parties agree within the Contract that certain materials will be owned by DCYF, then the Indian Nation agrees that the materials so identified will either be deemed, to the extent applicable under 17 U.S.C.A. Section 101, "works made for hire," or the Indian Nation will assign to DCYF all rights, title and interest in and to such materials.

d. 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.

- e. 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.
- f. 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. CULTURALLY RELEVANT SERVICES

In performing work pursuant to this Contract, the Indian Nation may develop and operate programs and deliver goods, services, and/or benefits in a manner that is culturally relevant and appropriate, and that is particularly suited to and/or particularly located for access by members of the Indian Nation's tribe or other tribes, in accordance with tribal laws and policies.

## 12. 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](mailto: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.

**13. DISALLOWED COSTS**

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

**14. 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.

## 15. 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.

## 16. 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.

## 17. 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.

## 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.
  - (5) DCYF, or non-tribal Contractor with a tribal subcontractor (s), will provide one (1) months' written notice to the Indian Nation's tribal chair prior to for formal monitoring. DCYF, or non-tribal Contractor, will communicate work with each Indian Nation to formalize on site monitoring communication procedures to ensure the appropriate tribal representatives are contacted and involved in the monitoring process. correct people are contacted. DCYF, or non-tribal Contractor, will share post-monitoring resulting documentation in written format to the Indian Nation's tribal chair.



## **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 E (2019-20 ECEAP Performance Standards)
- e. Exhibit A (Statement of Work)
- f. Exhibit C (Deliverables)
- g. Exhibit B (Budget)
- h. Attachment 1 (Statement of Confidentiality and Non-Disclosure Agreement)
- i. Attachment 2 (Certification of Data Disposition)

## **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. SOVEREIGN IMMUNITY

Nothing whatsoever in this Agreement constitutes or shall be construed as a waiver of the Indian Nation's sovereign immunity.

## 35. 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.

### 36. 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.

### 37. 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.

### **38. 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.

### **39. 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.

#### 40. 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.

#### 41. 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.

#### 42. 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 - 2021-22 ECEAP Performance Standards



## 2021-22 ECEAP PERFORMANCE STANDARDS



If you would like copies of this document in an alternative format or language, please contact DCYF Constituent Relations (1-800-723-4831 | 360-902-8060, [ConstRelations@dcyf.wa.gov](mailto:ConstRelations@dcyf.wa.gov)).





Washington State Department of  
**CHILDREN, YOUTH & FAMILIES**

**1. CONTENTS**

**Exhibit E - 2021-22 ECEAP Performance Standards.....0**

**1. CONTENTS .....2**

**1. Introduction to the 2021-22 ECEAP Performance Standards.....8**

**2. Intent and Authority .....9**

    IA-1 ECEAP Definitions .....9

    IA-2 Non-Discrimination .....10

**3. Child Outcomes .....10**

    CO-1 Developmental Screening and Referrals.....10

    CO-2 Transition .....11

    CO-3 Observation.....11

    CO-4 MyTeachingStrategies® GOLD® Assessment.....12

    CO-5 Individualization.....12

**4. Family Engagement and Partnerships .....12**

    FEP-1 Family Engagement and Partnership Principles.....12

    FEP-2 Parent-Teacher Conferences .....12

    FEP-3 Parent-Teacher Conference Content .....13

    FEP-4 Family Support Visits .....13

    FEP-5 Family Support Visit Content .....13

    FEP-6 Health Coordination Services for Families .....14

    FEP-7 Dental Screening.....14

    FEP-8 Medical Examinations.....14

    FEP-9 Family Confidentiality .....14

    FEP-10 Family Engagement.....14

    FEP-11 Family Engagement Content.....15

    FEP-12 Collaborative Visits with Other Programs.....15

    FEP-13 Resources and Referrals .....16

**5. Professional Development, Training and Requirements .....16**

    PDTR-1 Staffing Patterns.....16

    PDTR-2 Staff Qualifications and Annual Learning Plans.....16

    PDTR-3 Lead Teacher Role .....17

    PDTR-4 Lead Teacher Qualifications .....17

    PDTR-5 Assistant Teacher Role .....17

PDTR-6 Assistant Teacher Qualifications .....	17
PDTR-7 Volunteer Training and Background Check.....	17
PDTR-8 Employment Requirements .....	18
PDTR-9 Required Training.....	18
PDTR-10 Required Training by Role .....	18
PDTR-11 Staff Recruitment and Selection .....	19
PDTR-12 Staff Training Program .....	20
PDTR-13 College Credit.....	20
PDTR-14 Family Support Staff Role.....	20
PDTR-15 Family Support Staff Qualifications.....	21
PDTR-16 Coach Role .....	21
PDTR-17 Coach Qualifications.....	21
PDTR-18 Health Advocate Role.....	21
PDTR-19 Health Advocate Qualifications.....	21
PDTR-20 Health Consultant Role .....	22
PDTR-21 Health Consultant Qualifications .....	22
PDTR-22 Nutrition Consultant .....	22
PDTR-23 Nutrition Consultant Qualifications .....	22
PDTR-24 Infant and Early Childhood Mental Health Consultant Role .....	22
PDTR-25 Infant and Early Childhood Mental Health Consultant Qualifications .....	22
<b>6. Environment.....</b>	<b>22</b>
ENV-1 Indoor Space .....	22
ENV-2 Environment-Materials and Equipment .....	22
ENV-3 Environment-Inclusive Design.....	23
ENV-4 Square Footage Outdoor .....	23
ENV-5 Outdoor Safe Facilities .....	23
ENV-6 Playground Safety .....	23
ENV-7 Environments-Materials and Curriculum.....	23
ENV-8 Curriculum – Use of Media .....	23
ENV-9 Environment-Culturally Responsive Materials.....	23
ENV-10 Safety Requirements.....	23
ENV-11 Indoor Safe Facilities .....	24
ENV-12 Fire Safety .....	24
ENV-13 Meal and Snack Schedule .....	24
ENV-14 Daily Routine-Tooth brushing .....	24
ENV-15 Menu Planning.....	24
ENV-16 Individual Meal Plans .....	24
ENV-17 Food Service and Practices .....	24
ENV-18 Food Sanitation-Handwashing.....	24

ENV-19 Food Sanitation-Meal Preparation.....	25
ENV-20 Contagious Disease Prevention-Handwashing.....	25
ENV-21 Contagious Disease Prevention-Reporting .....	25
ENV-22 Contagious Disease Notification .....	25
ENV-23 Immunizations .....	25
ENV-24 Medications .....	25
ENV-25 Infectious Disease Prevention-Toilets and Sinks.....	25
ENV-26 Pets and Animals.....	25
ENV-27 First Aid Kit.....	25
ENV-28 Safe Facilities-Drinking Water .....	26
ENV-29 Safe Facilities-Animals, Pests and Plants.....	26
ENV-30 Food Safety Inspection.....	26
ENV-31 Daily Routine-Working Day and School Day .....	26
<b>7. Interactions and Curriculum.....</b>	<b>26</b>
IC-1 Inclusive Environments Policy .....	26
IC-2 Individual Care Plan .....	26
IC-3 Curriculum .....	27
IC-4 Curriculum Planning .....	27
IC-5 Adult-Child Interactions.....	27
IC-6 Curriculum – Developmentally Appropriate and Culturally Relevant .....	28
IC-7 Environment (Indoors and Outdoors)– Children’s Interest .....	28
IC-8 Curriculum – Nutrition and Physical Activity Planning .....	28
IC-9 Positive Climate .....	28
IC-10 Child Guidance Policy and Techniques .....	28
IC-11 Child Guidance – Prohibited Practices.....	29
IC-12 Child Guidance – Physical Restraint.....	29
Overview – Expulsion.....	29
IC-13 No Expulsion .....	30
IC-14 Square Footage Indoor .....	30
IC-15 Classroom Ratio .....	30
IC-16 Daily Routine .....	30
<b>8. Program Administration and Oversight.....</b>	<b>31</b>
PAO-1 New Facilities.....	31
PAO-2 Waiver to ECEAP Standards .....	31
PAO-3 Variance to ECEAP Standards .....	31
PAO-4 Confidentiality .....	31
PAO-5 Child Abuse and Neglect Policy.....	31
PAO-6 Parent Notifications .....	31
PAO-7 Parent Handbook and Related Policies.....	31

PAO-8 Attendance .....31

PAO-9 Confidential Record Securing and Disposal .....32

PAO-10 Health Records.....32

PAO-11 Parent Consent Forms .....32

PAO-12 Child Restraint Documentation .....33

PAO-13 Monitoring and Compliance .....33

PAO-14 Program Monitoring Documents .....33

PAO-15 Pesticide Notifications .....33

PAO-16 Health Screening.....33

PAO-17 Eligibility, Recruitment, Selection, Enrollment, and Attendance Documents .....33

PAO-18 Human Resources Documents.....33

PAO-19 Health and Safety Documents .....34

PAO-20 Early Childhood Education Documents .....34

PAO-21 Child Records .....34

PAO-22 Disaster Plan, Policies and Procedures .....34

PAO-23 Transportation .....34

PAO-24 Transportation Records .....35

PAO-25 No Expulsion Policy.....35

PAO-26 Health and Safety Policies and Procedures .....35

PAO-27 Required Postings .....36

PAO-28 Service Delivery Plan.....36

PAO-29 Community Partnerships .....36

PAO-30 Health Advisory Committee.....36

PAO-31 Parent Policy Council .....37

PAO-32 Community Assessment .....37

PAO-33 Self-Assessment of ECEAP Compliance.....37

PAO-34 Parent and Community Complaints.....38

PAO-35 Free-of-Charge.....38

PAO-36 Subcontractors.....38

Overview – Recruitment, Eligibility, and Enrollment .....38

PAO-37 Child Recruitment .....38

PAO-38 Eligibility for ECEAP Services.....39

PAO-39 Additional Children Allowed for Enrollment.....39

PAO-40 Eligibility for Working Day ECEAP .....39

PAO-41 Verifying Eligibility .....40

PAO-42 Authority to Enroll Child .....40

PAO-43 Calculating Family Size.....40

PAO-44 Whose Income to Count.....40

PAO-45 Which Income to Count .....41

PAO-46 When a Child Lives in Two Households .....41

PAO-47 Verifying Annual Income .....42

PAO-48 Prioritization .....42

PAO-49 Over-Income Slots .....42

PAO-50 Waiting Lists.....43

PAO-51 Availability for Enrollment .....43

PAO-52 Maintaining Enrollment .....43

PAO-53 Serving Non-ECEAP Children in the Same Classroom .....43

PAO-54 Health and Safety Planning.....43

PAO-55 Infectious Disease Prevention Policy and Procedure.....44

PAO-56 Early Childhood Education Service Delivery .....44

PAO-57 Curriculum – Nutrition and Physical Activity Policy.....44

PAO-58 Documentation Requirements .....44

PAO-59 Administrative Documents .....44

PAO-60 Family Partnership Documents.....45

PAO-61 Family Records.....45

PAO-62 Continuous Improvement System .....45

PAO-63 Continuous Quality Improvement Visit .....45

PAO-64 Stewardship of ECEAP Funds .....45

PAO-65 Non Traditional Remote Services Policy .....46



## **1. Introduction to the 2021-22 ECEAP Performance Standards**

The Early Childhood Education and Assistance Program (ECEAP) is Washington State's pre-kindergarten program that supports children and families who are furthest from opportunity. ECEAP provides high-quality comprehensive services that focus on the whole child. Children receive individualized, child-centered services including education, health coordination and family support services.

The ECEAP Performance Standards explain the service delivery requirements of the Washington State Early Childhood Education and Assistance Program (ECEAP). They serve as the basis for ECEAP program monitoring. Contractors must comply with the Performance Standards as part of their contract with the Department of Children Youth and Families. ECEAP Contractors must also comply with all applicable federal, state, tribal or local regulations.

DCYF ECEAP commits to dismantling racism and building an equitable state-funded preschool system in Washington. Increasing our understanding of and capacity to address the deep-rooted impacts of bias and racism at every level is the highest priority for our team. We embrace equity as a foundation of and driving force behind our work by listening to and learning from families, contractor staff and communities. Driven by this commitment, we develop and revise systems, policies and practices, with the goal of eliminating disparities and transforming lives.

The 2021-22 Standards will be in effect beginning July 1, 2021 and until the full progression of aligned child care licensing, Early Achievers, and ECEAP standards are released.

Performance Standards are the minimum requirements to address the goals of ECEAP. Contractors are encouraged to exceed standards based on community, child and family needs to:

- Provide a comprehensive pre-kindergarten program that integrates education, family support and health services.
- Foster the development of the whole child and enhance opportunities for success in school and life.
- Focus on parent and family strengths and support each parent as their child's first and most important teacher and provider of safety, loving care and stability.
- Honor each family's culture and language, and ensure culturally-relevant services.

These Performance Standards are the work of many dedicated ECEAP program administrators, staff, and families who shared their vision and expertise.

## 2. Intent and Authority

This section covers the intent and authority behind the ECEAP Performance Standards and provides definitions for terms used throughout this document.

### IA-1 ECEAP Definitions

**“Anti-Bias”** practices involve creating a community that supports all dimensions of human differences, including culture, race, language, ability, learning styles, ethnicity, family structure, religion, sexual orientation, gender identity, gender expression, age, and socioeconomic differences. Which includes addressing issues of personal and social identity, social-emotional relationships with people different from oneself, prejudice, discrimination, critical thinking, and taking action for fairness.

**“Affirmative Action”** implementation and putting in practice to increase the representation of affected groups in the workforce when a particular group is under-represented to meet the needs of the community.

**“Contractor”** means the organization providing ECEAP services under a signed contract with the Washington State Department of Children, Youth, and Families.

**“Cultural” or “culturally”** means in a way that relates to the ideas, customs, and social behavior of different societies.

**“Curriculum”** means consists of the knowledge, skills, abilities, and understandings children are to acquire and the plans for learning experiences through which those gains will develop skills and knowledge through experiential learning.

**“DCYF”** means the Washington State Department of Children, Youth, and Families.

**“Dual Language Learners”** means children who are learning in two or more languages at the same time, generally English and specific languages other than English spoken in the local community, for example Spanish, Somali, Vietnamese, Russian, Arabic, native languages, or indigenous languages where the goal is multilingualism. For some, both a language other than English and English may be spoken at home. Children who are DLLs are a very diverse group by many measures, and have varying levels of proficiency in their home language and in English.

**“ELMS”** means the Early Learning Management System, the database where Contractors enter ECEAP program and child information.

**“Gender expression”** External appearance of one's gender identity, usually expressed through behavior, clothing, haircut or voice, and which may or may not conform to socially defined behaviors and characteristics typically associated with being either masculine or feminine.

**“Gender identity”** One's innermost concept of self as male, female, a blend of both or neither – how individuals perceive themselves and what they call themselves. One's gender identity can be the same or different from their sex assigned at birth.

**“Inclusion”** embodies the values and practices that create access to individualized opportunities for every child and their family. State agencies, community partners, and families all work together to provide access to inclusive high-quality early childhood programs for all children. Inclusive practices ensure that all children and their families, regardless of ability, can participate in a broad range of activities and are supported to engage as full members of their, communities, and society. The desired result of inclusive experiences for all children is that they feel a sense of belonging to a community, develop positive social relationships and friendships, and experience learning that engages the individual child's development.

**“Individual Care Plan”** means a specific plan to meet the individual needs of a child with a food allergy, special dietary requirement due to a health condition, other special needs, or circumstances.

**“Individualized Education Program” (IEP)** - is a written statement for a student eligible for special education that is developed, reviewed and revised in accordance with state and federal laws.

**“Individualized Family Service Plan” (IFSP)** is a process and document that a family and a team of specialists develop to assist family and child.

**“504 Plan”**– is a formal plan required by Section 504 of the Rehabilitation Act of 1973, which prevents discrimination based on disability. A 504 Plan supports schools in providing “free appropriate public education” (FAPE) for students with a physical or mental impairment that limits one or more major life activities.

**“Instructional Leadership” (IL)** is a relationship based professional development strategy that is strengths based, learning focused, culturally responsive and grounded in the relentless pursuit of equity. It is informed by data and measured by improvement in instructional practice and in child and family outcomes. It fosters a culture of reflective practice that builds self-awareness to increase knowledge and apply skills.

**“Job-Embedded Professional Learning” (JEPL)** is an individualized, collaborative process of continuous improvement that makes a direct connection between learning and application. It takes place within the context of an early learning professional's day to day practice, is data-informed and intended to improve outcomes.

**“Kindergarten Transition”** is a process involves children, families, schools, and communities over the life of the child to set the stage for success in learning.



**“MERIT”** means the Managed Education and Registry Information Tool, Washington’s professional development registry for early learning.

**“Parent”** means birth parent, custodial parent, foster parent, guardian, or other person legally responsible for the welfare of the child.

**“Positive Behavior Support Plan”** means a specific plan to meet the individual behavioral needs of a child due to trauma, learning difficulties, or emotional and behavioral challenges.

**“Special Needs”** is a term used for children who require assistance due to learning difficulties, physical disability, or emotional and behavioral difficulties and who have documentation in the form of an individualized educational program (IEP), individual health plan (IHP), 504 plan, or an individualized family service plan (IFSP).

**“Subcontractor”** means an individual or entity that is not an employee of the contractor, and is providing all or part of the ECEAP services under a contract or interagency agreement with an ECEAP contractor. All services provided by subcontractors must comply with these ECEAP Performance Standards.

**“Transition”** is the process or period of time to change from one activity, place, learning environment, or sleeping arrangement to another.

**“Tribal Sovereign Nation”** means the federally recognized Indian Tribe that has executed this contract and its designated subdivisions and agencies performing services pursuant to this contract and includes the Tribal Sovereign Nation officers, employees, and/or agents. For purposes of any permitted Subcontract, “Tribal Sovereign Nation” includes any Subcontractor of the Tribal Sovereign Nation and the Subcontractor’s owners, members, officers, directors, partners, employees, and/or agents.

**“WAC”** means the Washington Administrative Code, which are regulations of executive branch agencies issued by authority of statute.

**“WELS”** means a web-based early learning data system used by Early Achievers partners including DCYF, UW and Child Care Aware/ regional lead agencies to track and maintain data including facility/sites participation, evaluation information, and quality improvement progress.

## IA-2 Non-Discrimination

- (1) Contractors must not deny service to, or discriminate against, any person who meets the eligibility criteria for ECEAP on the basis of sex, gender identity, race, ethnicity, color, religion, age, national origin, citizenship, ancestry, physical or mental disability, family configuration, sexual orientation, gender expression, culture, or public assistance recipient status.
- (2) Contractors must comply with the requirements of the Washington law against discrimination (chapter 49.60 RCW) and with the Americans with Disabilities Act (ADA).
- (3) Contractors must have a written nondiscrimination policy addressing:
  - (a) At least the factors listed in section (1) of this section,
  - (b) Includes the process for family complaints
  - (c) Includes the process for informing and training staff on nondiscrimination policy
- (4) Non-discrimination policy should be included in parent handbook., or other written communications, with translations as appropriate.

### 3. Child Outcomes

Positive child outcomes are supported by the requirement that all children in ECEAP receive an approved developmental screening, followed by developmental monitoring through the use of ongoing, culturally aware observation and assessment to track children’s development. Referrals for further evaluation are provided if needed. Staff partner with families throughout this process. Ongoing observation and assessment of each child by qualified, culturally responsive classroom staff ensures that needs are identified, and children and families receive the support needed as they move through ECEAP and into kindergarten.

## CO-1 Developmental Screening and Referrals

- (1) Contractors must conduct a developmental screening of each child within 45 calendar days, counting a child’s first day attending class as day one. This screening is required only once per child while in ECEAP, and is followed by quarterly assessments of child development.
- (2) Exceptions:
  - (a) If a child received a developmental screening within six months prior to starting ECEAP, and the contractor obtains documentation of that screening, the contractor may use the existing screening.
  - (b) The contractor does not need to complete a developmental screening for children who are on an active Individualized Education (IEP), unless the IEP is for speech/language only.
- (3) The purpose of the developmental screening is to identify children who may need further evaluation or referral for special services.
- (4) The developmental screening tool must:
  - (a) Be valid and reliable.
  - (b) Be sensitive to the cultural and linguistic needs of enrolled children and families.

- (c) Screen speech/language, social-emotional, physical/motor, and cognitive development.
- (5) The developmental screening must be administered:
  - (a) With written parent consent and collaboration.
  - (b) By qualified and trained staff.
  - (c) In a child's home language by bilingual staff, or through an interpreter together with qualified staff, when possible.
- (6) After completing the screening, staff must score the tool and share the results with the family in their home language when possible. If any child scores as needing further evaluation, staff must:
  - (a) Meet with the parent to discuss result to determine if a rescreen or referral is appropriate.
    - (i) Rescreens must follow the guidance of the developmental screening tool used.
  - (b) Refer the parent to the local education agency (LEA) for further evaluation.
  - (c) Ensure the child received the needed evaluations and any related services, while respecting parent choice.
  - (d) Partner with the LEA to support federal and state timelines for the evaluation process.
- (7) For all children with an Individualized Education Program (IEP), contractors must:
  - (a) Request that the LEA invite the ECEAP teacher to IEP meetings.
  - (b) Support the participation of ECEAP teachers to attend IEP meetings.
  - (c) Obtain a copy of the IEP.
  - (d) Include the child's IEP goals in individualized planning.
- (8) Staff must document developmental screening dates, results, referrals, follow-ups, and IEP dates in Early Learning Management System (ELMS).

## CO-2 Transition

- (1) Contractors must write a transition plan in partnership with families that includes an annual schedule of activities to assist children and families transitioning:
  - (a) Into ECEAP from other early learning care
  - (b) Between rooms at an ECEAP site
  - (c) Out of an ECEAP classroom to other early learning care
  - (d) From ECEAP to kindergarten
- (2) Kindergarten Transition Plan must include how contractors will coordinate with schools in their service areas to:
  - (a) Plan joint family events, when possible.
  - (b) Connect ECEAP families to school kindergarten readiness events provided by schools.
  - (c) Inform ECEAP families of kindergarten registration processes.
  - (d) Build relationships with kindergarten teachers to promote successful transitions.
  - (e) Exchange child information, such as child assessments, with parent permission.
  - (f) Discussion during parent-teacher conferences to help families understand their child's progress towards kindergarten readiness.

## CO-3 Observation

- (1) Contractors must ensure teaching staff observe each child and document these observations in Teaching Strategies GOLD®. These observations must:
  - (a) Document what children say and do, with whom, and where they play.
  - (b) Be written in objective and factual notes, including direct quotations of language and descriptions of actions.
  - (c) Occur across a variety of activities, locations and throughout the daily schedule.
  - (d) Cover the following areas of development and learning for the individual child: social-emotional development, physical development, language development, cognitive development, literacy and mathematics.
  - (e) Take place over time, throughout the school year.
  - (f) Include family observation, if available.
- (2) Staff will use these observations to:
  - (a) Learn more about the child's development, skills, abilities, interests, friendships, interactions, behavior and identify additional supports needed.
  - (b) Inform Teaching Strategies GOLD® checkpoint ratings.
  - (c) Develop individualized curriculum and guidance plans.

## CO-4 MyTeachingStrategies® GOLD® Assessment

- (1) Contractors must use MyTeachingStrategies® GOLD® to document assessment of child development and learning, and participate in the ELMS to GOLD® data feed which loads ECEAP site, class, teacher and child data into GOLD® and archives exited ECEAP children automatically. This includes all ECEAP subcontractors.
- (2) Contractors must:
  - (a) Finalize checkpoint ratings in GOLD® by the DCYF quarterly due date for each child who attended class for a minimum of three weeks prior to the checkpoint.
  - (b) Consider observations from observers who speak the child's home language, when possible.
  - (c) Rate all required objectives in the six areas of development and learning (mathematics, language, literacy, social-emotional, physical, and cognitive) for each child.
  - (d) Complete the Home Language Survey by each child's first checkpoint after enrollment and if indicated, assess the child's English language acquisition using objectives 37-38.
- (3) Contractors must analyze their aggregate child assessment data to inform continuous improvement planning, including:
  - (a) Culturally responsive teaching practices.
  - (b) Curriculum decisions.
  - (c) Staff professional development.

## CO-5 Individualization

- (1) Contractors must ensure teaching staff individualize child goals, curriculum, and supports based on:
  - (a) Staff observations of the child, interactions and environment.
  - (b) Assessment data.
  - (c) Family observations of the child.
  - (d) Information gained from parent-teacher conferences.
  - (e) IEPs, if applicable.
  - (f) Behavior plans, if applicable.
- (2) Teaching staff must document individualization in one or more of the following:
  - (a) Parent-teacher conference notes in ELMS or another location.
  - (b) The Teaching Strategies GOLD® Family Conference Form.
  - (c) Curriculum plans.
  - (d) Individual learning plans.
  - (e) Individual behavior plans.

### 4. Family Engagement and Partnerships

Relationship-based family partnerships are an essential component of ECEAP comprehensive services. A contractor must integrate parent and family engagement strategies into all systems and program services to support family well-being. Using Mobility Mentoring®, an innovative two-generation approach that addresses the prevalent needs of families, ECEAP staff collaborate with families to build partnerships that engage families in many levels of program activities and support the development of each enrolled child's whole family. These practices include identifying and interrupting biases with awareness building, listening to families about their experiences, training, and staff accountability. The result of anti-bias practices is creating and fostering responsive environments in which all children and their families experience an unconditional sense of belonging and acceptance.

## FEP-1 Family Engagement and Partnership Principles

- (1) While providing services to families, staff must:
  - (a) Recognize and focus on parent and family strengths.
  - (b) Build relationships based on mutual respect, trust and equality.
  - (c) Acknowledge parents and family members as resources to themselves and others.
  - (d) Respect family beliefs, culture, language, traditions, and child rearing practices.
  - (e) Engage with families in the family's preferred language, or through an interpreter, to the extent possible, and ensure families have the opportunity to share personal information in an environment in which they feel safe.

## FEP-2 Parent-Teacher Conferences

- (1) Contractors must ensure ECEAP teachers provide regular ongoing parent-teacher conferences as needed with a minimum of one for each enrolled child per quarter.
  - (a) For Part Day and School Day classes, contractors must schedule three conferences per year.
  - (b) For Working Day classes, contractors must schedule four conferences per year.

- (c) Contractors may provide additional conferences based on family request or individual child needs.
- (2) To count as one of the required parent-teacher conferences, each conference must be:
  - (a) A minimum of 30 minutes.
  - (b) Scheduled based on individual family needs.
  - (c) In a location agreed upon with the parent.
  - (d) Face-to-face in person or online with the parent.
  - (e) Be planned with individualized content for each child.
- (3) Virtual, phone or email contact may be used in place of face-to-face visits for additional conferences, follow-up conversations or during Non-Traditional Remote Service.

### FEP-3 Parent-Teacher Conference Content

- (1) During each conference, teachers partner with parents to:
  - (a) Learn about the child's family, culture, and language.
  - (b) Hear parent's observations of their child's strengths, skills, interests, needs, and goals.
  - (c) Gather parent's suggestions for class activities and ways their family culture can be included in the classroom and curriculum.
  - (d) Develop at least one educational or developmental goal for the child, aligned with the child's cultural and language development.
  - (e) Review and update goals set at previous conferences.
- (2) During conferences, teachers share:
  - (a) Their observations of the child's strengths, skills, interests and development.
  - (b) Screening results and assessment data.
  - (c) The child's progress toward:
    - (i) Meeting their goal(s).
    - (ii) Kindergarten readiness.
  - (d) Information on kindergarten transition.
- (3) Contractors must not count time spent in enrollment processes as parent-teacher conferences, though both may happen during one meeting.
- (4) Contractors must ensure documentation in ELMS of:
  - (a) Date, location, topics, and summary of discussion for each parent- teacher conference.
  - (b) Follow-up plans.
  - (c) Follow-up contacts between parents and teachers outside of regular conferences.

### FEP-4 Family Support Visits

- (1) Contractors must ensure ECEAP family support staff provide a minimum of one family support visit per family, per quarter.
  - (a) For Part Day and School Day classes, contractors must schedule three visits per year.
  - (b) For Working Day classes, contractors must schedule four visits per year.
  - (c) Contractors must schedule visits to align with ECEAP Mobility Mentoring® checkpoints.
- (2) To count as one of the required formal family support visits, each visit must be:
  - (a) A minimum of 30 minutes.
  - (b) Scheduled based on individual family needs.
  - (c) In a location agreed upon with the parent.
  - (d) Face-to-face in person or online with the parent.
  - (e) Planned with individualized content for each family for each visit.
- (3) Contractors may provide additional family support visits as needed, based on each family's strengths, needs, and requests. Virtual, phone or email contact may be used in place of face-to-face visits for additional conferences, follow-up conversations or during Non-Traditional Remote Services.

### FEP-5 Family Support Visit Content

- (1) Contractors must use the Mobility Mentoring® approach in partnership with families to:
  - (a) Gather information on family strengths and needs through conversation.
  - (b) Identify goals and next steps based on the information gathered using the *Bridge to Child and Family Self-Reliance*.
  - (c) Develop family goals that are:
    - (i) Specific
    - (ii) Measurable
    - (iii) Attainable
    - (iv) Relevant

- (v) Time-Limited
- (d) Connect families with relevant and culturally appropriate community resources and referrals, as outlined in FEP-13 Resources and Referrals.
- (e) Follow up on goals and accomplishments.
- (2) Contractors must ensure family support visits focus on building adult capabilities to support meeting personal and family goals. Contractors must not count time spent in enrollment processes as family support, though both may happen during one meeting.
- (3) Staff must document in ELMS:
  - (a) Date, location, topics and summary of discussion for each family support visit.
  - (b) Follow-up plans.
  - (c) Follow-up contacts outside of regular family support visits.
  - (d) Shared visits with Head Start or Home Visiting Services Programs.
  - (e) Mobility Mentoring®, per the DCYF checkpoint dates:
    - (i) Pre-assessment.
    - (ii) Goals, including mid-year goal check-in.
    - (iii) Post-assessment.

## **FEP-6 Health Coordination Services for Families**

- (1) Contractors must work with parents to:
  - (a) Determine if children have regular medical and dental providers, and dates of last visits.
  - (b) Determine children’s medical, dental, nutritional, or mental health needs, including immunization status, current medications, allergies, and life-threatening conditions.
  - (c) Provide support to ensure children’s health care needs are met.
  - (d) Create an Individual Care Plan (see IC-2), if needed.
- (2) Contractors must also assist families to:
  - (a) Advocate for their child’s health and safety needs.
  - (b) Obtain information on fluoridation, if needed.
  - (c) Access health information on topics of parent interest.
- (3) Contractors must track health care coordination for each child which includes:
  - (a) Health referrals.
  - (b) Follow-up to ensure treatment is completed.
  - (c) Planning for ongoing health care needs.
- (4) Contractors must maintain documentation of these health coordination services (See PAO-10).

## **FEP-7 Dental Screening**

- (1) Contractors must work with parents to ensure that children who have not had a dental exam within the last six months receive a dental exam, or screening by a dental hygienist, within 90 calendar days, counting children’s first day attending class each school year as day one. Contractors must retain a copy of the screening or exam record in the child’s file (See PAO-10 (1)(f)).

## **FEP-8 Medical Examinations**

- (1) Contractors must work with parents to ensure that children who have not had a medical exam within the last 12 months receive one within 90 calendar days, counting children’s first day attending class each school year as day one. This exam must meet the standards set by the Washington State Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) program, including a comprehensive assessment of the physical and mental health, growth, development, and nutritional status of the child. Contractors must retain a copy of the exam record in the child’s file. (See PAO-10 (1)(g))

## **FEP-9 Family Confidentiality**

- (1) Contractors must provide a meeting space for education and family support services where conversation between parents and staff cannot be overheard.
- (2) All family records must be kept confidential. (See PAO-9).

## **FEP-10 Family Engagement**

- (1) Contractors must provide a variety of opportunities for ECEAP families to volunteer, connect with other families, learn about parenting, and grow leadership skills. Opportunities offered must include voluntary participation in classroom, site, community, family, committee, and leadership activities.
- (2) Contractors must write and implement a plan to encourage involvement from members of traditionally marginalized and oppressed communities, including but not limited to (see PAO-28):
  - (a) Families whose primary or home language is not English.

- (b) Parents or guardians working full time.
  - (c) Fathers or father figures.
  - (d) Family members who are not living at home, including deployed or incarcerated parents or guardians.
  - (e) Parents or guardians with disabilities.
  - (f) LGBTQIA+ communities.
  - (g) Tribal Families
  - (h) BIPOC Families
  - (i) Other underrepresented families as applicable.
- (3) Contractors must ensure that participation in family engagement opportunities is encouraged, but is not a condition of a child's enrollment.

### FEP-11 Family Engagement Content

- (1) Contractors must select and provide family engagement opportunities based on enrolled families' expressed interests.
- (2) Activities may include:
- (a) Class, site, contractor, community, or statewide planning or decision-making committees.
  - (b) Classroom volunteering.
  - (c) Community activities that support families' interests or concerns.
  - (d) Community cafés.
  - (e) Curriculum planning.
  - (f) DCYF on-site monitoring.
  - (g) ECEAP self-assessment.
  - (h) Family events.
  - (i) Health advisory committee.
  - (j) Hiring committees.
  - (k) Leadership training.
  - (l) Learning experiences that support parenting, career, or life goals.
  - (m) Local school events.
  - (n) Menu development.
  - (o) Parenting education.
  - (p) Parent policy council.
  - (q) Parent organizations and initiatives.
  - (r) School or community events and organizations.
  - (s) Cultural activities in the classroom and at family events such as crafts, language, singing and dancing.
- (3) Contractors must plan activities on topics based on enrolled families expressed interests, such as:
- (a) Balancing work and family.
  - (b) Community resources.
  - (c) Enhancement of parenting skills.
  - (d) Family health safety and nutrition.
  - (e) Financial management.
  - (f) Family self-sufficiency and executive function, such as the free optional DCYF Families Moving Forward curriculum.
  - (g) Family well-being.
  - (h) Impact of environments and experiences on brain development.
  - (i) Services and supports for children's behavioral challenges.
  - (j) Positive child guidance and parent-child relationship.
  - (k) Transition to kindergarten activities, such as:
    - (i) Parents' rights and responsibilities concerning their child's education.
    - (ii) Communicating with teachers and other school district personnel.
    - (iii) Summer activities to support school readiness.
  - (l) Supporting parents to advocate for their child.
- (4) Contractors must retain for two years, documentation of family engagement opportunities including dates, topics, publicity, and attendance, as applicable.

### FEP-12 Collaborative Visits with Other Programs

Contractors may provide joint family support visits with Early ECEAP, Head Start, Early Head Start, Early Childhood Intervention and Prevention Services (ECLIPSE) and tribally funded comprehensive early learning

programs staff when the same contractor provides these programs to the same family. DCYF encourages this coordination to better meet the needs of families.

- (1) For families enrolled in both ECEAP and one of DCYF's Home Visiting Services Program (HVSP) such as Nurse Family Partnership or Parents as Teachers, contractors must provide joint family support visits with HVSP staff, whenever possible.
- (2) During joint family support visits, contractors must ensure:
  - (a) All related ECEAP performance standards are met.
  - (b) Staff from each program are included.
  - (c) Shared goals are designed so programs are integrated for families, when possible.

### **FEP-13 Resources and Referrals**

- (1) Contractors must ensure staff provide experiences that enable families to:
  - (a) Identify needed community resources.
  - (b) Understand their rights in accessing services.
  - (c) Navigate service systems.
- (2) Contractors must:
  - (a) Inform parents of individualized community resources based on needs identified through conversations with families.
  - (b) Provide assistance in accessing community resources.
  - (c) Follow up with parents throughout the year to ensure the resources meet the individualized needs of the family.
  - (d) Document referrals and follow up in ELMS.
- (3) Community resources may address:
  - (a) Adult education, including literacy.
  - (b) Chemical dependency.
  - (c) Childcare.
  - (d) Clothing.
  - (e) Domestic violence.
  - (f) Energy assistance.
  - (g) Financial literacy or budgeting.
  - (h) Food.
  - (i) Health or dental care.
  - (j) Housing.
  - (k) Job or training skills.
  - (l) Legal services.
  - (m) Mental health care.
  - (n) Parenting.
  - (o) Transportation.
  - (p) Cultural connections.

### **5. Professional Development, Training and Requirements**

Qualified staffing is essential to providing quality services to children and families enrolled in ECEAP. Initial training requirements and ongoing professional development expectations ensure ECEAP staff and volunteers meet the diverse needs of children and families.

#### **PDTR-1 Staffing Patterns**

- (1) Contractors must provide adequate staff to comply with ECEAP Performance Standards.
- (2) Contractors must maintain accurate job descriptions for each ECEAP role.

#### **PDTR-2 Staff Qualifications and Annual Learning Plans**

- (1) Contractors must hire and employ staff who meet the qualifications for their position.
- (2) When a contractor requires additional qualifications, such as para-educator status, each staff person must also meet the qualifications for their ECEAP role. When a staff person fills more than one position, as defined by ECEAP Performance Standards, they must meet the qualifications for each position.
- (3) Contractors must ensure that staff qualifications are entered in the electronic workforce registry (MERIT) within 30 days of hire for each person in the role of ECEAP lead teacher, assistant teacher, family support staff, and coach. Contractors must obtain STARS IDs from the electronic workforce registry (MERIT) and enter the IDs in ELMS for each person in the role of ECEAP lead teacher, assistant teacher, and family support staff.

- (4) Contractors must ensure that all staff have annual learning plans that focus on each staff's professional development goals.

### PDTR-3 Lead Teacher Role

- (1) The ECEAP lead teacher is directly responsible for the overall care and planning for the classroom and individual children, this includes the learning environment and other staff and volunteers.
- (2) The lead teacher must demonstrate competency to:
  - (a) Observe and assess children's development.
  - (b) Analyze and plan classroom curriculum based on individual children's developmental needs and interests.
  - (c) Design the learning environment to:
    - (i) Reflect the culture of children, families, staff and community.
    - (ii) Meet individual and group needs.
  - (d) Implement and supervise developmentally appropriate learning activities.
  - (e) Build positive relationships with children, families and staff.
  - (f) Plan guidance strategies for children.
  - (g) Engage families as partners in their child's education.

### PDTR-4 Lead Teacher Qualifications

- (1) All persons serving in the role of ECEAP lead teacher must meet **one** of the following qualifications:
  - (a) An associate or higher degree in ECE; or
  - (b) DCYF equivalent
- (2) If the best candidate for the position is not fully qualified, the contractor must ensure the newly hired staff person is on a Professional Development Plan (PDP) to fully meet the qualifications of their role within five years from the date of hire. Contractors must monitor progress on all PDPs and ensure staff make yearly progress to meet the required qualifications.
- (3) If a contractor hires a substitute lead teacher for more than three weeks, the substitute must meet ECEAP lead teacher requirements. If a qualified substitute is unavailable, contractors must begin the PDP process within three weeks of appointment.

### PDTR-5 Assistant Teacher Role

- (1) An assistant teacher must be present during all ECEAP class hours, whenever there are more than 10 children present or when needed to ensure a safe learning environment.
- (2) An assistant teacher demonstrates competency to implement program activities under the direction of a lead teacher.

### PDTR-6 Assistant Teacher Qualifications

- (1) All persons serving in the role of ECEAP assistant teacher must meet one of the following qualifications:
  - (a) Initial or higher Washington State Early Childhood Education (ECE) Certificate; or
  - (b) DCYF equivalent
- (2) If the best candidate for the position is not fully qualified, the contractor must ensure the newly hired staff person is on a Professional Development Plan (PDP) to fully meet the qualifications of their role within five years from the date of hire. Contractors must monitor progress on all PDPs and ensure staff make yearly progress to meet the required qualifications.

### PDTR-7 Volunteer Training and Background Check

- (1) Contractors must ensure that persons who volunteer with children are directly supervised by ECEAP staff at all times.
- (2) Contractors must plan and implement training for all volunteers on:
  - (a) Their roles and responsibilities.
  - (b) Relevant ECEAP Performance Standards and program policies.
- (3) Persons who volunteer on a weekly or more frequent basis with ECEAP children must:
  - (a) Obtain a criminal history background clearance.
    - (i) If applicable obtain a Certificate of Parental Improvement per [RCW 74.13.720](#)
  - (b) Obtain a TB test as described in PDTR-8.
  - (c) Show proof of MMR immunization or proof immunity in accordance [RCW 43.216.690](#)
  - (d) Complete training on preventing, identifying, and reporting child abuse and neglect.
- (4) Contractors must maintain records of volunteer hours and completed training.



## PDTR-8 Employment Requirements

- (1) Contractors must:
  - (a) Require ECEAP staff and household members in a family home early learning program must complete a department background check, pursuant to chapter [110-06 WAC](#).
  - (b) Require new employees to complete a one-step Mantoux tuberculosis (TB) skin test, unless they have written proof of one of the following:
    - (i) Negative Mantoux TB test in the 12 months prior to hire.
    - (ii) Medication therapy to treat TB.
    - (iii) A recent negative chest x-ray and a statement from a health care provider that the employee does not pose a risk to others.
  - (c) Show proof of MMR immunization or proof of immunity in accordance RCW [43.216.690](#)

## PDTR-9 Required Training

- (1) Contractors must ensure all staff, including subcontractors, receive training on ECEAP Performance Standards upon hire and annually thereafter. Contractors must ensure staff obtain specific training for their role as described herein.
- (2) Staff working with children must:
  - (a) Maintain a current basic standard first aid card.
  - (b) Maintain a current infant/child cardiopulmonary resuscitation (CPR) card.
  - (c) Complete training on natural disasters and human-caused events, including procedures for:
    - i. Evacuation
    - ii. Relocation
    - iii. Shelter in place and lockdown
    - iv. Staff and volunteer emergency preparedness and practice drills
    - v. Communication and reunification with families
    - vi. Continuity of operations and accommodation of children with disabilities and children with chronic medical conditions
  - (d) Emergency procedures.
  - (e) Complete training on universal precautions for prevention of transmission of blood borne pathogens.
  - (f) Complete training on handling and storage of hazardous materials and the appropriate disposal of bio-contaminants.
  - (g) Complete training on preventing, identifying, and reporting child abuse and neglect, including abusive head trauma and child maltreatment
  - (h) Complete training on procedures for prevention and response to emergencies due to food and allergic reactions.
- (3) Food service staff preparing full meals and at least one staff person per classroom must:
  - (a) Maintain a Washington State Department of Health food worker card.
  - (b) Monitor and oversee food handling and service and provide orientation and ongoing training as needed for all staff involved in food handling service.
- (4) Contractors must ensure at least one adult is present with each group of children at all times who is trained in emergency procedures, universal precautions for prevention of transmission of blood borne pathogens, first aid, and CPR. First aid and CPR cards must be current.
- (5) Staff administering medications must be trained in administration of medication consistent with standards on parent consent.
- (6) All staff must be trained in building and physical premises including identification of and protection from hazards, bodies of water and vehicular traffic.
- (7) Staff involved in transportation of children must complete training in appropriate precautions in transporting children.
- (8) Staff conducting developmental screenings of children must be trained in the administration of the developmental screening tool.

## PDTR-10 Required Training by Role

- (1) Lead teachers must:
  - (a) Complete in-person or online training to use Teaching Strategies GOLD® within six months of hire.
    - (i) Online professional development courses that meet in-person required training include:
      - (A) Introducing MyTeachingStrategies®
      - (B) Objectives for Development and Learning

- (b) Complete the inter-rater reliability certification titled "Preschool, including dual language learners and children with disabilities" in Teaching Strategies GOLD® within six months of hire and every three years thereafter.
- (c) Complete a DCYF-determined in-person or online curriculum training, if DCYF provided a free Creative Curriculum® or HighScope® curriculum kit. Complete training for the alternative curriculum, if the contractor is approved for alternative curriculum implementation.
  - (i) Creative Curriculum online professional development courses that meet in-person required training include:
    - (A) Creative Curriculum for Preschool: Foundation
    - (B) Creative Curriculum for Preschool: Daily Resources
- (d) Complete a minimum of 20 hours of in-service professional development per year, such as STARS or other job-related workshops, classes, or job-embedded professional learning. Hours must be documented on an annual learning plan.
- (e) Five hours of in-service professional development that exceed the requirements of this section may be carried over from one school year to the next school year.
- (2) Assistant teachers must complete a minimum of 15 hours of in-service professional development per year, such as workshops, classes, or job-embedded professional learning. Hours must be documented on an annual learning plan.
  - (a) Five hours of in-service professional development that exceed the requirements of this section may be carried over from one school year to the next school year.
- (3) Family support staff must:
  - (a) Complete training in ECEAP Mobility Mentoring®.
  - (b) Complete a minimum of 20 hours of in-service professional development per year, such as STARS or other job-related workshops, classes, or job-embedded professional learning. Family support staff who are also lead or assistant teacher are required to complete a total of 20 hours of annual professional development. Hours must be documented on an annual learning plan.
  - (c) Five hours of in-service professional development that exceed the requirements of this section may be carried over from one school year to the next school year.
- (4) Coaches must:
  - (a) Attend the Early Achievers Coach Framework training by UW Cultivate Learning, within six months of hire.
  - (b) Complete a DCYF determined in-person or online curriculum training, if DCYF provided a free Creative Curriculum® or HighScope® curriculum kit.
  - (c) Complete the coach orientation in Schoology, upon hire.
  - (d) Be strongly encouraged to complete Coaching the Pyramid online training series.
  - (e) Participate in ongoing Early Achievers coach webinars, trainings and meetings provided by DCYF, Child Care Aware (CCA) and Cultivate Learning.
  - (f) Participate in coach consultation with Cultivate Learning and DCYF ECEAP staff as needed.
  - (g) Document their professional development activities in WELS or WA Compass, when available.
- (5) Coaches must use Coaching Companion to:
  - (a) Complete activities as part of the Early Achievers participation and data collection process.
  - (b) To access:
    - (i) Coaching resources
    - (ii) Professional development opportunities
    - (iii) Provide virtual coaching support to staff, as needed.
- (6) Staff supporting teachers implementing Creative Curriculum® (such as Early Achievers coaches, directors, coordinators, and managers) must attend a Coaching to Fidelity training.
- (7) Eligibility and enrollment staff who verify ECEAP eligibility must:
  - (a) Complete a DCYF ECEAP Eligibility and Enrollment training, either in person or online, and maintain certificates of completion.
  - (b) Complete training on contractor eligibility practices, eligibility fraud prevention, and the importance of protecting program integrity and public trust.

## **PDTR-11 Staff Recruitment and Selection**

- (1) Contractors must have written policies and procedures for recruitment and selection of staff.
- (2) Contractors must:
  - (a) Follow all state and federal laws that ensure equity and non-discrimination.
  - (b) Create the Affirmative Action Plan and is responsible for the plan's implementation and enforcement to increase the representation of affected groups in the workforce when a particular group is under-

represented. ([WAC 357-25](#), [RCW 49.60](#), Equal Employment Opportunity governing guidelines, Code of Federal Regulations [Titles 28, 29, and 43.](#))

- (c) Advertise all position openings to the public.
- (d) Encourage applicants who reflect the ethnicity, gender identity, culture, and language of children and families served.
- (e) Involve parents and appropriate staff in the hiring process.
- (f) Document staff recruitment procedures, including evidence of any labor pool shortage.
- (g) During the interview process, seek staff who demonstrate competency to interact positively and respectfully with culturally and linguistically diverse children and families.
- (h) Conduct reference checks.

### PDTR-12 Staff Training Program

- (1) Contractors must develop a written training plan, with the involvement of staff and parents, to support the personal and professional development of ECEAP staff. The training plan must include:
  - (a) Engaging, interactive training activities.
  - (b) Financial support, as available, for staff training costs, such as release time, substitutes, per diem, and travel.
  - (c) Academic credit, whenever possible.
  - (d) A training evaluation system.
  - (e) A recordkeeping system to track individual training.
- (2) Contractors must support the professional development of classroom staff by providing regularly scheduled time for:
  - (a) Curriculum planning.
  - (b) Reflective practice with coaches, supervisors, and peers.
  - (c) Job-embedded professional learning.

### PDTR-13 College Credit

- (1) When college credit is required for ECEAP staff, contractors refer to [instructions](#) on the DCYF website. College credit must be earned from an accredited institution of higher education.
- (2) Early Childhood Education (ECE) credit is coursework with content closely related to the Washington State Core Competencies

### PDTR-14 Family Support Staff Role

- (1) An ECEAP family support staff provides comprehensive and integrated family support services to enrolled families. Contractors must ensure that family support staff maintain flexible hours to provide services when parents are available.
- (2) Family support staff must have the knowledge, skills, and abilities to:
  - (a) Understand family and relationship development cycles.
  - (b) Recognize influences of diversity and culture.
  - (c) Work with families as systems.
  - (d) Demonstrate acceptance of all types of family groupings and use materials that reflect nontraditional families.
  - (e) Build relationships with families that are positive, strengths-based and goal-directed.
  - (f) Establish mutual trust with families.
  - (g) Identify and assess family strengths and goals.
  - (h) Link families to community resources.
  - (i) Engage families in program activities.
  - (j) Coach families toward meeting goals.
  - (k) Increase the family's knowledge of parenting, school participation, and leadership.
  - (l) Cultivate community partnerships.
- (3) Each family support staff person may serve no more than 40 families concurrently. Fewer families per staff may be necessary to fully implement ECEAP Performance Standards. The number of families served must be adjusted proportionately when staff:
  - (a) Work less than 35 hours per week.
  - (b) Are assigned roles and duties in addition to family support.
  - (c) Provide more intensive services based on family needs.
  - (d) Travel extensively to meet with families.
- (4) Contractors must identify a family support lead to:
  - (a) Attend Mobility Mentoring® Essentials training.
  - (b) Coordinate implementation of family support services.

- (c) Provide Mobility Mentoring® training to all family support staff prior to implementation of Mobility Mentoring® approaches.
- (d) Participate in ongoing ECEAP family support webinars, trainings, and meetings provided by DCYF.

### PDTR-15 Family Support Staff Qualifications

- (1) All persons serving in the role of ECEAP family support staff must meet **one** of the following qualifications:
  - (a) Employment in the same position in the same agency before July 1, 1999;
  - (b) An associate or higher degree with the equivalent of 30 college quarter credits in adult education, human development, human services, family support, social work, early childhood education, child development, psychology, or another field directly related to their job responsibilities. These 30 credits may be included in the degree or in addition to the degree; or
  - (c) A DCYF-approved credential from a comprehensive and competency-based Family/Social Service training program that increases knowledge and skills in providing direct services to families.
  - (d) A Washington State ECE Home Visitor Certificate
  - (e) A Home Visitor Child Development Associate (CDA) Credential from the Council of Professional Recognition.
- (2) If the best candidate for the position is not fully qualified, the contractor must ensure the newly hired staff person is on a Professional Development Plan (PDP) to fully meet the qualifications of their role within five years from the date of hire. Contractors must monitor progress on all PDPs and ensure staff make yearly progress to meet the required qualifications.

### PDTR-16 Coach Role

- (1) The contractor must provide, or have access to, a practice-based coach trained on the Early Achievers Coach Framework, to:
  - (a) Support Early Achievers continuous quality improvement process.
  - (b) Assist the contractor in identifying goals and making quality improvement plans to achieve goals.
  - (c) Assist the contractor in completing remedial activities within the identified timeline, when applicable.
  - (d) Document in WELS, or WA Compass database when available, including:
    - (i) Ongoing coaching support provided to each site prior to finalized quality recognition rating.
    - (ii) Quality Improvement Plan for each site once the rating is finalized, including goals and Action Plans.
    - (iii) Coaching strategies used to support teacher implementation of curriculum.
    - (iv) Required coach professional development including:
      - (A) Date of Early Achievers Coach Framework training.
      - (B) Date attended coach orientation.
      - (C) Titles and dates of coach webinars.
      - (D) Curriculum and Coaching to Fidelity training, if applicable.
- (2) Contractors must ensure coaches are assigned in WELS and WA Compass when available. Contractors must notify the DCYF ECEAP when changes to coaching staff occur.

### PDTR-17 Coach Qualifications

- (1) All persons serving in the role of coach must meet all of the following qualifications:
  - (a) Bachelor's degree in Early Childhood Education or related field or a bachelor's degree with the equivalent of 30 college quarter credits in early childhood education. These 30 credits may be included in the degree or in addition to the degree.
  - (b) A minimum of two years working with young children in a group setting.
  - (c) Experience as an early learning coach, consultant, mentor, or trainer.
- (2) If the best candidate for the position is not fully qualified, the contractor must ensure the newly hired staff person has an associate degree in Early Childhood Education or related field and is on a Professional Development Plan (PDP) to fully meet the qualifications of their role within five years from the date of hire. Contractors must monitor progress on all PDPs and ensure staff make yearly progress to meet the required qualifications.

### PDTR-18 Health Advocate Role

- (1) An ECEAP health advocate demonstrates competency to implement program activities under the direction of a health professional. The health advocate role may be combined with other ECEAP roles such as family support staff or health professional. The health advocate implements ECEAP health coordination services.

### PDTR-19 Health Advocate Qualifications

- (1) All persons serving in the role of ECEAP health advocate must meet **one** of the following qualifications:
  - (a) Employment as an ECEAP family support aide or health aide in the same agency before July 1, 2014; or

- (b) The equivalent of 12 college quarter credits in family support, public health, health education, nursing or another field directly related to their job responsibilities.
- (c) Currently qualified as an ECEAP Family Support Specialist

### **PDTR-20 Health Consultant Role**

- (1) ECEAP staff, including subcontractors, must have access to a health consultant who provides consultation regarding individual children's health needs and health education programming for children and families.

### **PDTR-21 Health Consultant Qualifications**

- (1) The health consultant must meet **one** of the following qualifications:
  - (a) Licensed in Washington state as a registered nurse (R.N.) or as a physician (M.D., N.D, D.O.); or
  - (b) A bachelor's or higher degree in public health, nursing, health education, health sciences, medicine, or related field.

### **PDTR-22 Nutrition Consultant**

- (1) ECEAP staff, including subcontractors, must have access to a nutrition consultant who:
  - (a) Approves menus.
  - (b) Consults on children's special dietary requirements.
  - (c) Consults on nutrition education activities for children and their families.

### **PDTR-23 Nutrition Consultant Qualifications**

- (1) The nutrition consultant must meet **one** of the following qualifications:
  - (a) Registered Dietitian (R.D.) credentialed through the Commission on Dietetic Registration (CDR), the credentialing agency for the Academy of Nutrition and Dietetics (formerly the American Dietetic Association); or
  - (b) A Washington state certified nutritionist under RCW 18.138.

### **PDTR-24 Infant and Early Childhood Mental Health Consultant Role**

- (1) Contractors must have access to a mental health consultant who is available to:
  - (a) Observe and/or screen children regarding behavior, emotional needs, and mental health.
  - (b) Work collaboratively with parents to address their child's mental health issues.
  - (c) Consult with staff regarding classroom support and interventions for children.
  - (d) Refer children and families to local mental health services.
  - (e) Consult with and train staff as needed on topics, such as:
    - (i) Classroom environment, practices, and activities to promote social and emotional development.
    - (ii) Early identification of behavioral disorders, atypical behavior, and child abuse.
    - (iii) Specific interventions to address identified behavioral and mental health needs.

### **PDTR-25 Infant and Early Childhood Mental Health Consultant Qualifications**

- (1) The mental health consultant must meet **one** of the following qualifications:
  - (a) Licensed by the Washington State Department of Health as a mental health counselor, marriage and family therapist, social worker, psychologist, psychiatrist, or psychiatric nurse; or
  - (b) Approved by the Washington State Department of Health as an agency-affiliated or certified counselor, with a master's degree in counseling, social work, or related field; or
  - (c) Credentialed by the Washington State Office of the Superintendent of Public Instruction as a school counselor, social worker, or psychologist.

## **6. Environment**

This section includes ECEAP requirements to ensure that the educational environment is safe, healthy, inclusive, culturally-responsive and reflects the daily life, culture and community of children and families served.

### **ENV-1 Indoor Space**

- (1) Contractors must ensure:
  - (a) All areas are accessible to adults.
  - (b) Play and learning space includes pathways so that children can move between areas without disrupting each other's work and play.

### **ENV-2 Environment-Materials and Equipment**

- (1) The materials and equipment must:
  - (a) Be child-sized or adapted for use by young children.

- (b) Allow for a range of abilities.
- (c) Provide for children's safety while being appropriately challenging.
- (d) Be accessible at child's height so they can find, use, and return materials independently.
- (e) Include soft elements for comfort and warmth, such as fabric, padding, and natural materials.

### **ENV-3 Environment-Inclusive Design**

- (1) The materials and equipment must:
  - (a) Support children's developmental levels.
  - (b) Accommodate the special needs of enrolled children.
  - (c) Allow choice, exploration, and experimentation.
  - (d) Promote action and interaction.
  - (e) Avoid crowding, under-stimulation, or over-stimulation.
  - (f) Provide space for children to work individually, in small groups, and in a large group.
  - (g) Predominately display the children's recent works.

### **ENV-4 Square Footage Outdoor**

- (1) Outdoor play areas must have 75 square feet of space per child.

### **ENV-5 Outdoor Safe Facilities**

- (1) Contractors must monitor the health and safety of their outdoor facilities and maintain records of these inspections. Facilities must be:
  - (a) Safe, clean, and in good repair.
  - (b) Free of drugs, alcohol, violence, guns.
  - (c) Free from exposed, lead and arsenic based paint.

### **ENV-6 Playground Safety**

- (1) Contractors must maintain and monitor playground safety, including:
  - (a) Protective surfacing.
  - (b) Fall zones around play equipment.
  - (c) Swing spacing.
  - (d) Guardrails on elevated surfaces.
  - (e) Prevention of potential entrapment hazards.
  - (f) Prevention of exposed moving parts that could pinch or crush.
- (2) Contractors must immediately repair or remove any:
  - (a) Hardware that is loose, worn, or hazardous.
  - (b) Exposed equipment footings.
  - (c) Scattered debris or other tripping hazards.
  - (d) Rust and chipped paint on metal components.
  - (e) Splinters, large cracks, and decayed wood components.
  - (f) Deterioration and corrosion on structural components.

### **ENV-7 Environments-Materials and Curriculum**

- (1) The materials and equipment must:
  - (a) Be of sufficient quantity and quality to engage children and fulfill the curriculum.
  - (b) Be free from religious representations.

### **ENV-8 Curriculum – Use of Media**

- (1) The contractor must plan curriculum that includes the use of media only for educational purposes or physical activity and never during meals.

### **ENV-9 Environment-Culturally Responsive Materials**

- (1) The materials and equipment must:
  - (a) Reflect the daily life, family culture, and language of enrolled children, families and staff (for example, in books, music, photos, dolls, toys, and household items).
  - (b) Reflect the diversity found in society—including gender identity and expression, age, language, and abilities—while being respectful of the cultural traditions, values, and beliefs of enrolled families.

### **ENV-10 Safety Requirements**

- (1) Materials and equipment must be:
  - (a) Safe, clean, and in good repair.

- (b) Age-appropriate.
- (c) Safely stored to prevent injury.

### **ENV-11 Indoor Safe Facilities**

- (1) Contractors must monitor the health and safety of their indoor facilities and maintain records of these inspections. Facilities must be:
  - (a) Safe, clean, and in good repair.
  - (b) Free from obstacles that impede safe movement.
  - (c) Free of drugs, alcohol, violence, guns.
  - (d) Free from exposed lead-based paint in facilities that are built prior to 1978

### **ENV-12 Fire Safety**

- (1) Contractors must ensure:
  - (a) Safe storage of all flammable, toxic, and hazardous materials.
  - (b) Regular inspection of smoke detectors, fire alarms, and fire extinguishers.
  - (c) Emergency lighting in each classroom.

### **ENV-13 Meal and Snack Schedule**

- (1) Contractors must offer meals and snacks according to the length of class sessions.
  - (a) For class sessions lasting between three and five hours, one meal and one snack must be provided.
  - (b) For class sessions lasting more than five and up to nine hours, one meal and two snacks or two meals and one snack must be provided.
  - (c) For class session lasting more than nine hours, two snacks and two meals, or three snacks and one meal must be provided.

### **ENV-14 Daily Routine-Tooth brushing**

- (1) The usual daily routine must include tooth brushing following one meal or snack daily.

### **ENV-15 Menu Planning**

- (1) Contractors must:
  - (a) Participate in the U.S. Department of Agriculture (USDA), Child and Adult Care Food Program (CACFP) or National School Breakfast and Lunch Program (NSBLP). ECEAP funds may be used to cover meal and snack costs not covered by these programs.
  - (b) Include parent input in menu planning.
  - (c) Use and post menus approved by a registered or certified dietitian.
  - (d) Incorporate cultural dietary preferences in menus.
  - (e) Plan meal and snack menus that:
    - (i) Include whole grain breads, cereals and pastas at least once a day.
    - (ii) Include a variety of vegetables and whole fruit, rather than juice. When serving juice, ensure it is 100 percent juice without added sweeteners and only serve at meal times.
    - (iii) Limit highly processed foods such as fried and breaded meats, fried potatoes, and other foods with saturated fats or high fat content.
    - (iv) Limit salty foods such as chips and pretzels.
    - (v) Limit carbohydrates high in sugar and fats such as muffins, cakes, pop tarts, and French toast sticks.
    - (vi) Avoid sugar including but not limited to sweets such as candy, sodas, sweetened drinks, fruit nectars and flavored milk.

### **ENV-16 Individual Meal Plans**

- (1) Contractors must plan for individual allergy and dietary restrictions.

### **ENV-17 Food Service and Practices**

- (1) Ensure that staff who are ill do not work in or around food preparation or service areas.
- (2) The usual daily routine must include meals or snacks with children and adults sitting together, engaging in relaxed conversation, and practicing family-style meal skills, such as serving themselves and cooperating with others.

### **ENV-18 Food Sanitation-Handwashing**

- (1) Contractors must ensure staff wash hands before putting on food service gloves, before food preparation, after handling raw meat, after restroom use, and after touching any unclean item.

## ENV-19 Food Sanitation-Meal Preparation

- (1) Contractors must:
  - (a) Comply with [WAC 246-215](#) and [WAC 246-217](#) at locations where food is prepared, stored, and served.
  - (b) Prepare food in an area separate from toilet and child hand-washing facilities.
  - (c) Clean and sanitize surfaces used for food preparation and eating before and after each snack or meal.
  - (d) Use food service gloves or utensils to avoid bare hand contact with food.
  - (e) Ensure that children are carefully supervised when helping with food preparation.

## ENV-20 Contagious Disease Prevention-Handwashing

- (1) Contractors must ensure that staff, volunteers, and children wash their hands with soap and warm water upon arrival at the classroom, after returning from outdoor play, before eating, after using the toilet, after touching body fluids, and after touching animals.
- (2) Hand sanitizers or hand wipes with alcohol may be used for adults and children over twenty-four months of age when:
  - (a) Proper handwashing facilities are not available; and
  - (b) Hands are not visibly soiled or dirty.
  - (c) Children are actively supervised when using hand sanitizers.
- (3) Hand sanitizer is not used in place of proper handwashing

## ENV-21 Contagious Disease Prevention-Reporting

- (1) Contractors must report contagious diseases to DCYF ECEAP and according to local requirements.

## ENV-22 Contagious Disease Notification

- (1) Contractors must maintain documentation that they notify parents that children have been exposed to contagious disease and parasites in accordance with [WAC 110-300-0205](#).

## ENV-23 Immunizations

- (1) **This activity is individualized depending on family access to sites providing immunizations.** Contractors must ensure that all children are immunized or exempt according to [WAC Chapter 246-105](#). Children may attend on a conditional basis when homeless, exempt, or when following a schedule that meet WA Department of Health requirements to complete immunizations.

## ENV-24 Medications

- (1) Contractors must have a written policy for the safe administration, handling, and storage of medication. Contractors must:
  - (a) Store all child and staff medications so that they are inaccessible to children. Medications must be in a labeled and locked container, except for emergency medications that must be available for immediate administration.
  - (b) Designate trained staff to administer medications.
  - (c) Maintain records of all medication dispensed.
  - (d) Obtain written parent authorization to administer medication.
  - (e) Administer medications only as allowed by the label instructions or written health care provider instructions.

## ENV-25 Infectious Disease Prevention-Toilets and Sinks

- (1) Contractors must have sufficient, clean, child-accessible toilets and hand-washing facilities.

## ENV-26 Pets and Animals

- (1) If a contractor keeps pets or animals in an ECEAP site:
  - (a) The ECEAP site must have and follow a pet and animal policy that includes all components of [WAC 110-300-0225](#); and
  - (b) The contractor must provide written notice to children's parents and guardians.

## ENV-27 First Aid Kit

- (1) Contractors must have a first aid kit in each classroom that is:
  - (a) Tailored for the ages and number of children.
  - (b) Labeled and readily available to staff and volunteers.
- (2) First aid kits must include:
  - (a) A current first aid manual.
  - (b) Sterile gauze pads.



- (c) Small scissors.
- (d) Band-Aids of various sizes.
- (e) Roller bandages.
- (f) A large triangular bandage (sling).
- (g) Non-sterile protective gloves
- (h) Adhesive tape.
- (i) Tweezers.
- (j) A one-way CPR barrier or mask.

(3) Contractors must ensure that a first aid kit is readily accessible when children are outside and on field trips.

### **ENV-28 Safe Facilities-Drinking Water**

(1) Contractors must ensure drinking water is available for self-service, indoors and outdoors.

### **ENV-29 Safe Facilities-Animals, Pests and Plants**

(1) Contractors must monitor the health and safety of their indoor and outdoor facilities and maintain records of these inspections. Facilities must be free from harmful animals, insect pests, and poisonous plants.

### **ENV-30 Food Safety Inspection**

(1) Sites that serve meals under the Child and Adult Care Food Program (CACFP), National School Lunch Program (NSLP) and the School Breakfast Program (SBP) are required to maintain proper sanitation and health standards in compliance with all applicable State, local and tribal laws and regulations.

(2) Contractors must comply with applicable State, local and tribal requirements pertaining to inspection of locations where food is prepared, stored and served.

- (a) Food Safety Inspections must be completed by a State, local or tribal governmental agency responsible for food safety inspections.

### **ENV-31 Daily Routine-Working Day and School Day**

(1) Both Working Day and School Day sites must:

- (a) Provide rest time that is flexible and meets the individual developmental needs of the children per [WAC 110-300-0265](#). This includes providing quiet learning activities for children who do not require a lengthy rest time.
- (b) Comply with child care licensing requirements pertaining to inspection of locations where food is prepared, stored and served in lieu of an inspection completed by the Health Department. (WAC 110-300-0195, WAC 110-300-0196, WAC 110-300-0197, WAC 110-300-0198.)

## **7. Interactions and Curriculum**

This section includes specific ECEAP requirements that ensure use of a research-based and culturally-relevant curriculum which includes individualized planning for children's developmental needs. This area includes the ECEAP requirements specific to restraint and no expulsion.

The goal of ECEAP's Inclusive Environment Policy is to ensure children receive equitable access to comprehensive services within their community. Contractors must ensure their programs are fully inclusive by implementing strength based practices when supporting children and their families. Practices should include creating a safe space for gender identity expression, culturally relevant teachings, a focus on diversity, individualized support for dual language and strength based instruction for varying abilities. The policy is intended to prevent exclusion from a high quality learning environment and support access for children and families to be included.

### **IC-1 Inclusive Environments Policy**

(1) Contractors must have a written policy to support all children in inclusive environments. This policy must include the contractor's:

- (a) Philosophy,
- (b) Strategies,
- (c) Plans to individualize accommodations, and
- (d) Plans to ensure that each child and family has access to inclusive high-quality early childhood programming and the opportunity to participate in a broad range of activities.

### **IC-2 Individual Care Plan**

- (1) Contractors must work in partnership with families to develop an individual care plan for each child with special health or developmental needs.
- (2) The individual care plan must be signed by the parent or guardian.

- (a) The individual care plan must contain:
  - (i) The child's diagnosis, if known;
  - (ii) Contact information for the primary health care provider or other relevant specialists;
  - (iii) A list of medications to be administered at scheduled times, or during an emergency along with descriptions of symptoms that would trigger emergency medication;
  - (iv) Directions on how to administer medication;
  - (v) Allergies;
  - (vi) Food allergy and dietary needs, pursuant to WAC [110-300-0186](#);
  - (vii) Activity, behavioral, or environmental modifications for the child;
  - (viii) Known symptoms and triggers;
  - (ix) Emergency response plans and what procedures to perform; and
  - (x) Suggested special skills training, and education for staff, including specific pediatric first aid and CPR for special health care needs.
- (b) Contractors must have supporting documentation of the child's special needs provided by the child's licensed or certified:
  - (i) Physician or physician assistant;
  - (ii) Mental health professional;
  - (iii) Education professional;
  - (iv) Social worker with a bachelor's degree or higher with a specialization in the individual child's needs; or
  - (v) Registered nurse or advanced registered nurse practitioner.
- (3) A contractor's written plan and documentation for accommodations must be informed by any existing:
  - (a) Individual education plan (IEP);
  - (b) Individual health plan (IHP); or
  - (c) 504 Plan

### IC-3 Curriculum

- (1) Contractors must implement Creative Curriculum®, HighScope®, or an alternative DCYF-approved comprehensive research-based curriculum. Contractors must obtain written approval from DCYF's ECEAP office before implementing an alternative curriculum.

### IC-4 Curriculum Planning

- (1) Contractors must ensure that staff plan early learning experiences and maintain written or electronic curriculum plans which describe the activities for each class day. These plans must address:
  - (a) Each component of the daily routine.
  - (b) Social-emotional, physical, language, and cognitive development and early literacy and mathematics.
  - (c) The range of abilities of children in the classroom.
  - (d) Parent input on curriculum.
  - (e) Information gained from child observations and assessment.
  - (f) Washington State Early Learning and Development Guidelines.

### IC-5 Adult-Child Interactions

- (1) Staff must support children's play and learning by:
  - (a) Actively seeking and incorporating child-generated ideas.
  - (b) Using a variety of teaching strategies to address children's learning styles, abilities, developmental levels, and temperament.
  - (c) Helping children enter into and sustain play.
  - (d) Providing materials to enrich children's explorations.
  - (e) Coaching children to express their ideas.
  - (f) Engaging in extended conversations with children to build on their ideas.
  - (g) Using varied vocabulary.

- (h) Leading discussions and activities during daily routines, such as meals, tooth brushing, and transitions.
- (i) Noticing and responding to teachable moments.
- (j) Posing problems and open-ended questions to stimulate higher-order thinking.
- (k) Describing and discussing children's learning processes, rather than focusing on products.

## IC-6 Curriculum – Developmentally Appropriate and Culturally Relevant

- (1) Contractors must ensure a developmentally appropriate curriculum and approach emphasizing:
  - (a) Active, play-based, multi-sensory learning experiences.
  - (b) First-hand exploration and investigation of real-life materials, people, and events.
  - (c) Choice, decision-making, and problem-solving.
  - (d) Topics and materials related to children's emergent interests.
  - (e) Opportunities for children to direct their own learning, minimizing teacher-directed activities.
- (2) Contractors must ensure a culturally relevant curriculum that:
  - (a) Reflects the cultures of enrolled children including tribal cultural preservation such as, Since Time Immemorial.
  - (b) Supports ongoing development of each child's language acquisition.
  - (c) Supports development of additional languages that the child is learning.
  - (d) Supports development of tribal language for Native American and Alaskan Native children.
  - (e) Includes and demonstrates respect for diverse family structures and cultures, including gender identity and expression and multi-generational families.
  - (f) Focuses on the daily life of families in the community, rather than only on holidays, celebrations, or people far away.
- (3) Contractors must not plan religious activities in the curriculum. This does not preclude children or families from sharing their traditions.

## IC-7 Environment (Indoors and Outdoors)– Children's Interest

- (1) The materials and equipment must address the children's current interests.

## IC-8 Curriculum – Nutrition and Physical Activity Planning

- (1) The contractor must:
  - (a) Require staff to support children's active play by participating in children's active games when appropriate.
  - (b) Plan curriculum that includes nutrition education activities including teaching healthy foods and portion sizes.

## IC-9 Positive Climate

- (1) Contractors must ensure that staff build positive relationships with children. Staff must:
  - (a) Use a warm, calm and respectful tone of voice and body language that acknowledges the child's home culture.
  - (b) Use positive language, saying what children can do instead of what they cannot do.
  - (c) Validate children's feelings.
  - (d) Respond to children's requests and questions.
  - (e) Show tolerance for mistakes and teach that mistakes are for learning.
  - (f) Give descriptive feedback, instead of generalized praise or criticism.
  - (g) Pay attention to children to learn about their individual interests, ideas, questions, and theories.
  - (h) Observe what children do, with whom, and where they play.
  - (i) Listen reflectively, staying on the child's topic, and paraphrasing their ideas.
  - (j) Demonstrate the belief that children are capable by letting them try out their ideas, take safe risks, and do things at their own pace, in their own way.

## IC-10 Child Guidance Policy and Techniques

- (1) Contractors must write a child guidance policy which must include:
  - (a) Positive guidance approach and techniques.
  - (b) Supervision.
  - (c) Restraint policies.

- (2) Staff must use positive guidance techniques to help children learn to get along with each other, which include:
- (a) Maintaining positive relationships with children.
  - (b) Adapting the environment, routine, and activities to the needs of enrolled children.
  - (c) Establishing consistent, reasonable expectations.
  - (d) Foreshadowing events and expectations by letting children know what will happen next.
  - (e) Modeling and teaching social skills, such as turn-taking, cooperation, waiting, and treating others kindly, and conflict resolution.
  - (f) Modeling and teaching emotional skills, such as recognizing feelings, expressing them appropriately, accepting others' feelings, and controlling impulses to act out feelings.
  - (g) Involving children in defining simple, clear classroom limits.
- (3) Staff must use positive guidance techniques to support classroom limits and maintain safety, such as:
- (a) Coaching appropriate behavior.
  - (b) Offering choices.
  - (c) Redirecting to an activity that matches the child's energy level.
  - (d) Teacher-supported cool down/time-out as a last resort.

### IC-11 Child Guidance – Prohibited Practices

- (1) Contractor's guidance policy must prohibit any person on the premises from using:
- (a) Corporal punishment, including any means of inflicting physical pain or causing bodily harm to the child.
  - (b) Holding, grabbing, or moving the child in an aggressive manner to cause them to comply.
  - (c) Verbal abuse, such as yelling, shouting, name calling, shaming, making derogatory remarks about a child or the child's family, or using language that threatens, humiliates, or frightens a child.
  - (d) Using or withholding food or liquids as punishment or reward.

### IC-12 Child Guidance – Physical Restraint

- (1) If restraint is used, contractors must ensure staff:
- (a) Have received training in limited restraint procedures.
  - (b) Restrain a child only as a last resort to prevent serious injury to persons, serious property damage, or to obtain possession of a dangerous object.
  - (c) Do not restrain a child longer than it takes to achieve the safety goal.
  - (d) Do not use restraint as punishment or to force a child to comply.
  - (e) Document all instances of restraint.
  - (f) Notify the parent of the restrained child following the intervention.
  - (g) Notify the Lead Education Agency (LEA) if the child is on an IEP.
  - (h) Develop a written plan with input from the child's primary care or mental health provider, and the parents or guardians, to address underlying issues and reduce the need for further physical restraint if:
    - (i) Physical restraint has been used more than once; and
    - (ii) A plan is not already a part of the child's individual care plan. (see IC-2)
- (2) Contractor's guidance policy must prohibit any person on the premises from using the use of physical restraint method injurious to the child or any closed or locked time-out room.

### Overview – Expulsion

*ECEAP is committed to leading with racial equity and prohibiting the historical outcomes for students of color. The goal of ECEAP's no expulsion standard is to ensure children and families are provided with resources and supports that are focused on child strengths. The standard is intended to prevent the disproportionate expulsion and restraint of students of color and ensures continuous enrollment in quality programming. The standard guides contractors in tailoring resources to needs, developing support plans with families and implementing supports with fidelity.*

*Steps to supporting no expulsion in programs include and are not limited to; meetings with families, developing and implementing behavior support plans, consultation with an Infant and Early Childhood Mental Health Consultant and outlining temporary services through an alternative attendance plan.*

## IC-13 No Expulsion

- (1) Expulsion means excluding a child from class due to behavior unless the intervention is defined within an agreed support plan.
- (2) Contractors may not expel ECEAP children.
- (3) Expulsion includes:
  - (a) Suspension.
    - (i) This is defined as, providing limited service for an indefinite period of time.
  - (b) Repeated calls to have a family member pick up a child.
  - (c) Similar practices that limit an ECEAP child's access to regular classroom services.
- (4) Expulsion does not include:
  - (a) Infrequent, non-repetitive patterns of removal.
  - (b) Transition to an alternative setting planned jointly by staff and parents.
  - (c) Positive behavior support plans that may include receiving temporary services out of the classroom or at home.
  - (d) An approved Alternative Attendance Plan in partnership with families and Exception to ECEAP Requirement reducing a child's time in the classroom. (See PAO-8 for additional information)
- (5) Prior to transition to an alternative setting or implementation of an Alternative Attendance Plan due to behavior, contractors must engage the support of an Infant and Early Childhood Mental Health Consultant to have them complete a classroom and/or child observation as appropriate.
  - (a) If an Alternative Attendance Plan is approved, an agreed upon timeline should be discussed with the family which includes a period of reintroduction to a longer day for the student.
- (6) Positive behavior support plans should be developed in collaboration with Infant and Early Childhood Mental Health Consultants, other professionals, families and additional ECEAP contractor staff as appropriate. The joint effort focuses on the strengths of the child and family.
  - (a) Positive Behavior Support plans must honor cultural or traditional practices; this may include but is not limited to, support plans written in home language, and traditional practices in mental health.
  - (b) If a parent declines to participate in the development of a plan or suggested supports, Contractors must work with their CQI Specialist on additional resources, supports and options.
- (7) If contractors have implemented their usual strategies (See PAO-25 for additional information) and the classroom is still unsafe or excessively disrupted, or if they are unable to access the support of an Infant and Early Childhood Mental Health Consultant as described in (5) and (6), they are encouraged to contact DCYF ECEAP for technical assistance.
- (8) To ensure equitable access to ECEAP programming, Contractors will partner with teachers, support staff and families and meet to highlight child strengths and focus on supports being implemented.
  - (a) DCYF ECEAP requires that contractors to document efforts made to support the child and family. Contractors must seek support from their CQI Specialist and obtain approval before implementing any Alternative Attendance Plan.

## IC-14 Square Footage Indoor

- (1) Classrooms must have a minimum of 35 square feet per child of indoor space, not including bathroom, hall, kitchen, and storage space.

## IC-15 Classroom Ratio

- (1) During ECEAP hours, contractors must have:
  - (a) A lead teacher present.
  - (b) A second staff person who meets lead teacher or assistant teacher qualifications, if more than ten children are present.
  - (c) Additional staff as necessary to ensure safety and an effective learning environment for all enrolled children.
  - (d) A minimum 1:10 adult/child ratio.
  - (e) No more than 20 children per class/group.

## IC-16 Daily Routine

- (1) Contractors must post a schedule of the daily routine for each classroom. This daily routine must:
  - (a) Be predictable, yet flexible and responsive, to meet the interests and needs of the children.
  - (b) Offer ample time for unrushed activities and transitions.
  - (c) Minimize the number of transitions so that there is more productive time and less waiting.
  - (d) Allow periods of quiet and of activity, responding to children's needs.
- (2) The usual daily routine must include:

- (a) A block of free choice time of at least 45 minutes. During free choice, children initiate their own activities and engage in play-based learning. Staff converse with children to support decision-making, problem-solving, and higher-order thinking.
  - (b) Small group learning opportunities. Small groups can be informal gatherings, planned enrichment activities, or options during free choice time.
  - (c) Short periods of whole group discussion, interaction, and concept development.
  - (d) Outdoor or large motor time.
  - (e) Reading in groups or individually.
- (3) Both Working Day and School Day sites must:
- (a) Provide a minimum of 30 minutes a day of outdoor play unless conditions pose a health and safety risk to children.
  - (b) For classes meeting more than six hours, schedule at least two blocks of free choice time, of at least 45 minutes each that meet performance standards requirements with at least one opportunity in the morning and one in the afternoon at times the majority of children are present.

## 8. Program Administration and Oversight

This section includes key components to administering ECEAP, such as policy council, continuous quality improvement, service delivery, recruitment, eligibility, enrollment and attendance. The Program Administration and Oversight section also includes key policy and recordkeeping standards.

### PAO-1 New Facilities

- (1) Contractors must request and obtain prior approval in ELMS from DCYF ECEAP before opening a new site or classroom or relocating an existing classroom.

### PAO-2 Waiver to ECEAP Standards

- (1) ECEAP contractors may request a waiver to ECEAP rules, Performance Standards, or policies if they are unable to meet the standard due to specific needs of the program or enrolled child. Contractors must have written approval from the DCYF ECEAP before implementing the waiver.

### PAO-3 Variance to ECEAP Standards

- (1) ECEAP contractors may request a variance to ECEAP rules, Performance Standards, or policies if they plan to meet the regulation in an alternative way than described due to specific needs of the program or enrolled child. Contractors must have written approval from the DCYF ECEAP before implementing the variance.

### PAO-4 Confidentiality

- (1) Contractors must write a policy to ensure the security and confidentiality of all child and family information. This includes:
  - (a) Obtaining written, informed parent consent before releasing verbal or written information, except as required by law.
  - (b) Providing parents access to child and family records.

### PAO-5 Child Abuse and Neglect Policy

- (1) Contractors must have written health and safety policies and procedures on child abuse and neglect prevention, detection, and reporting.

### PAO-6 Parent Notifications

- (1) Contractors must maintain documentation that they notify parents that staff are mandated reporters of suspected child abuse and neglect in accordance with RCW 26.44 and applicable tribal and federal laws.

### PAO-7 Parent Handbook and Related Policies

- (1) Contractors must provide written materials to parents, such as a parent handbook or calendar, to inform parents of program opportunities and policies.
- (2) Each enrolled child's record must have signed documentation by the parent or guardian stating they received and reviewed the program policies.

### PAO-8 Attendance

- (1) To encourage attendance, contractors must, at minimum:
  - (a) Inform families of the benefits of regular attendance.
  - (b) Support families to promote each child's regular attendance.

- (c) Track the contractor's average daily attendance, analyzing causes and patterns of absenteeism, and developing a plan to improve attendance if that average falls below 85 percent.
- (d) Partner with parents to address obstacles to attendance when a child has multiple unexplained absences or is at risk of missing ten percent of class days per year.
- (e) Consider the slot vacant and offer it to a family on the waiting list if the child's attendance does not resume after these efforts.
- (2) Contractors must write and implement a policy when families are scheduled to be out of the area for an extended amount of time due to vacation or similar circumstance. This policy must:
  - (a) Establish a maximum number of days the family can be out of the area before a contractor begins the process of enrolling the next child on the waiting list.
  - (b) Ensure staff and families discuss plans before the family leaves.
  - (c) Meet family needs as best as possible.
  - (d) Align with the requirement to fill vacant slots within 30 days.
  - (e) Making efforts to re-engage families if a child stops attending.
- (3) To support regular attendance of children experiencing homelessness, contractors must address transportation needs. Strategies may include:
  - (a) Collaborating with a school district.
  - (b) Coordinating car pools with other families.
  - (c) Providing bus passes for public transportation.
  - (d) Engaging with community partners.
  - (e) Offering a temporary alternative attendance plan.
- (4) Contractors may contact the DCYF ECEAP for technical assistance if they have exhausted attendance and transportation strategies for children experiencing homelessness.
- (5) Where ECEAP is provided by a school district, the transportation requirements of the [McKinney-Vento Education of Homeless Children and Youth Assistance Act](#) apply. See PAO-23 Transportation for more information.
- (6) To support attendance of children with extenuating circumstances which impact their behavior, contractors must address the individual child's needs. Strategies may include:
  - (a) Collaborating with the child's family to develop a behavior support plan.
  - (b) Consulting with an Infant and Early Childhood Mental Health Consultant or professional.
  - (c) Offering referral to or engaging with other community partners.
- (7) Contractors must notify the DCYF ECEAP and receive written approval before implementing any alternative attendance plan.

### PAO-9 Confidential Record Securing and Disposal

- (1) Contractors must write a policy to ensure the security and confidentiality of all child and family information. This includes:
  - (a) Disposing of written records in a secure manner.
  - (b) Securing electronic records.

### PAO-10 Health Records

- (1) Contractors must maintain current and confidential health files on all enrolled children that include:
  - (a) Medical and dental history.
  - (b) Immunization records.
  - (c) Allergy information.
  - (d) Food preferences and restrictions.
  - (e) Health screening results.
  - (f) Dental screening results.
  - (g) Medical examination records.
  - (h) Accident reports.
  - (i) Documentation of health-related family contacts.
- (2) Contractors must maintain a tracking system to ensure these records are kept up-to-date.

### PAO-11 Parent Consent Forms

- (1) Contractors must obtain signed parent consent for:
  - (a) Administration of medication.
  - (b) Emergency medical treatment.
  - (c) Health screenings or assessments.
- (2) Signed forms must be kept confidential and accessible.

## PAO-12 Child Restraint Documentation

- (1) Contractors must retain documentation of child restraint incidents for five years.

## PAO-13 Monitoring and Compliance

- (1) Contractors must maintain documentation related to their continuous quality improvement systems including:
  - (a) Data gathered during monitoring.
  - (b) Follow-up on out-of-compliance issues.

## PAO-14 Program Monitoring Documents

- (1) Contractors must maintain documentation of progress on compliance agreements for a minimum of five years.

## PAO-15 Pesticide Notifications

- (1) Contractors must maintain for seven years, documentation that they notify parents, employees, and any other interested parties 48 hours in advance of the application of pesticides in accordance with RCW 17.21. Notification is not required if children will be out of the facility for two consecutive days after application.

## PAO-16 Health Screening

- (1) Children who have not had a health screening within the last twelve months must be screened within 90 calendar days, counting children's first day attending class each school year as day one, for:
  - (a) Vision and hearing.
  - (b) Height and weight.
  - (c) Special health needs.
- (2) Contractors must:
  - (a) Document the screening results.
  - (b) Partner with families when health and nutritional issues or developmental concerns are suspected or identified in their child.
  - (c) Make appropriate referrals based on screening results.

## PAO-17 Eligibility, Recruitment, Selection, Enrollment, and Attendance Documents

- (1) Contractors must retain attendance records for five years.
- (2) Contractors must maintain the following paper documentation for at least the current and previous school year:
  - (a) Parent signatures verifying eligibility information is accurate.
  - (b) Signed statement from staff who verified eligibility.
  - (c) Statement of income signed by the employer or parent, if no other documentation of income is available.
- (3) Contractors should consult their ECEAP contract and follow their agency's record retention schedule for longer retention requirements.

## PAO-18 Human Resources Documents

- (1) Contractors must retain the following for each employee for five years after employment ends:
  - (a) Copy of first aid, CPR, and food worker cards, if required.
  - (b) Documentation of qualifications not verified by MERIT, such as copies of diplomas, transcripts, licenses, and certifications.
  - (c) Orientation and training record.
  - (d) Professional Development Plan, and observation and mentoring notes for staff with Professional Development Plans.
  - (e) Reference checks.
  - (f) Tuberculosis (TB) test records.
- (2) Contractors must retain the following for five years after their completion:
  - (a) Documentation of labor pool shortage or other staff recruitment difficulty.
  - (b) Staff recruitment materials, advertising open positions to the public.
  - (c) Volunteer records including background clearances, TB test records, orientation and training, and hours of volunteer service



- (d) Affirmative Action Plan that includes the plan's implementation and putting in practice to increase the representation of affected groups in the workforce when a particular group is under-represented to meet the needs of the community. [WAC 357-25](#), [RCW 49.60](#), Equal Employment Opportunity governing guidelines, Code of Federal Regulations [Titles 28, 29, and 43.](#))
- (3) Contractors must maintain current:
  - (a) Background clearances.
  - (b) Job descriptions.
  - (c) Professional development plans for staff who do not fully meet required qualifications.
  - (d) Staff and volunteer training plan.
  - (e) Staff recruitment and selection policies and procedures.
  - (f) Volunteer policies.

### PAO-19 Health and Safety Documents

- (1) Contractors must retain the following for five years after their completion:
  - (a) Emergency drill records.
  - (b) Inspection records for smoke detectors, fire alarms, fire extinguishers.
- (2) Contractors must maintain current:
  - (a) Child abuse and neglect prevention, detection, and reporting policy and procedure.
  - (b) Child allergy procedure.
  - (c) Disaster plan.
  - (d) Exclusion of sick children policy including Child, Staff
  - (e) Health and safety inspections for the school year.
  - (f) Infectious disease prevention procedures.
  - (g) Medication management procedures.
  - (h) Pesticide/herbicide management policy.
  - (i) Plans for handling medical, dental, and poisoning emergencies.
  - (j) Transportation policy.

### PAO-20 Early Childhood Education Documents

- (1) Contractors must maintain the following for the current school year:
  - (a) Positive behavior support and no expulsion policy.
  - (b) Child guidance policy.
  - (c) Curriculum plans, including individualization.
  - (d) Early childhood education framework.
  - (e) Kindergarten transition plan.

### PAO-21 Child Records

- (1) Contractors must retain the following records for each child while they are in ECEAP and for five years after the child leaves ECEAP:
  - (a) Consent forms.
  - (b) Health records and tracking.
  - (c) Individualized curriculum and guidance plans.
  - (d) Individualized Education Program (IEP), when applicable.
  - (e) Notes from parent-teacher conferences including child goals.
  - (f) Notes from Local Education Agency (LEA) or Multidisciplinary Team (MDT) meetings, when applicable.
  - (g) Plans, referrals, and follow-up notes.
  - (h) Screening and assessment results.

### PAO-22 Disaster Plan, Policies and Procedures

- (1) Contractors must have written health and safety policies and procedures on disaster plan for emergencies such as fire, earthquake, flood, tsunami, volcanic eruption, or lock-down, as applicable based on location, including practice drills.

### PAO-23 Transportation

- (1) Transportation is an optional ECEAP service.

- (2) Contractors must write a health and safety policy and procedure for transportation, if applicable.
- (3) When ECEAP children are served by school district bus service, transportation is regulated by OSPI minimum standards.
- (4) If contractors transport children in non-school district vehicles, they must:
  - (a) Maintain a written transportation policy to ensure the safety of children.
  - (b) File current copies of all drivers' licenses.
  - (c) File current copies of vehicle insurance meeting Department of Licensing insurance requirements.
  - (d) Ensure that signed medical releases and emergency contact forms for each child are readily accessible.
  - (e) Use buses that meet OSPI minimum standards for school buses or other vehicles maintained in good repair and safe operating condition.
  - (f) Follow the Washington Child Restraint Law. (RCW 46.61.687 and 46.61.688)
  - (g) Document daily visual vehicle safety checks.
  - (h) Document a regular schedule of vehicle safety inspections.
- (5) When school districts are transporting homeless children using a method other than district-provided transportation, the following applies:
  - (a) When using a taxi service:
    - (i) The child must be accompanied by a parent or authorized adult in addition to the driver
    - (ii) Drivers must have a cleared Portable Background Check
    - (iii) A contract must be in place that ensures:
      - A. The taxi is up to date on all maintenance
      - B. All safety measures are in place and utilized, including the use of and appropriate installment of child safety seats and seat belts.
  - (b) ECEAP contractors may not use rideshare services such as Uber and Lyft to provide transportation for children.
- (6) Contractors must ensure that:
  - (a) Signed parent consent forms for transportation for each child are obtained prior to providing transportation.
  - (b) Signed medical releases and emergency contact forms for each child are readily accessible in case of injury during transportation.
  - (c) One-way transportation time for children is no more than one hour, except in rural or remote areas where transportation time must be kept to a minimum.

### PAO-24 Transportation Records

- (1) Contractors must retain transportation records including copies of driver's licenses, vehicle insurance, vehicle daily safety checks, and vehicle inspection reports for five years after their completion.

### PAO-25 No Expulsion Policy

- (1) Contractors must write and implement a policy to address the needs of children with challenging behaviors and prohibit expulsion. The policy includes strategies appropriate to the community served and timeframes for implementation. These five topics must be addressed:
  - (a) Supporting classroom teachers.
  - (b) Planning with families to meet the individual needs of the child.
  - (c) Engaging community resources such as Infant and Early Childhood Mental Health Consultant, coach or other professional.
  - (d) Choosing an alternative schedule or setting.
  - (e) How staff are trained to support positive social emotional development, reduce challenging behavior and trauma informed care annually.
- (2) If contractors have implemented their usual strategies and the classroom is still unsafe or excessively disrupted, they are encouraged to contact DCYF ECEAP for technical assistance.

### PAO-26 Health and Safety Policies and Procedures

- (1) Contractors must have written health and safety policies and procedures on:
  - (a) Child allergies.
  - (b) Exclusion of sick children.
  - (c) Handling the following emergencies:
    - (i) medical,
    - (ii) dental

- (iii) poisoning.
- (d) Infectious disease prevention.
- (e) Medication management.
- (f) Monitoring of health and safety practices.
- (g) Pesticide/herbicide management in accordance with RCW 17.21, preventing children's exposure, and using the least hazardous means to control pests and unwanted vegetation.

### PAO-27 Required Postings

- (1) Daily classroom routine.
- (2) Emergency telephone numbers posted near a telephone.
- (3) Emergency medical and disaster procedures for medical, dental, and poison treatment.
- (4) Food worker cards for food preparation staff.
- (5) Menus.
- (6) Child allergies and special dietary restrictions.

### PAO-28 Service Delivery Plan

- (1) Contractors must develop a written Service Delivery Plan, in collaboration with ECEAP parents, staff, and community partners. The plan must include:
  - (a) Early childhood education.
  - (b) Family support, using the Mobility Mentoring® approach.
  - (c) Family engagement.
  - (d) Health and nutrition.
- (2) Contractors must ensure that all ECEAP services:
  - (a) Respond to community needs.
  - (b) Integrate program components, such as education, family support, and health.
  - (c) Are developmentally appropriate for children.
  - (d) Build relationships with families based on mutual respect and equality.
  - (e) Are culturally and linguistically appropriate for families.
  - (f) Focus on family strengths.
  - (g) Support building adult capabilities.
  - (h) Support family engagement, empowerment, and leadership.

### PAO-29 Community Partnerships

- (1) Contractor's must take an active role in promoting coordinated systems of comprehensive early childhood services to children furthest from opportunity and families in their community through communication, cooperation, and the sharing of information among agencies. A contractor must establish collaborative relationships and partnerships, with schools, health, social service agencies, tribal sovereign nations and other related community organizations. Contractors must involve partners in:
  - (a) Community Assessment.
  - (b) ECEAP service delivery planning.
  - (c) Community services development and coordination.
  - (d) Planning for children with disabilities.
  - (e) Kindergarten transition planning.
  - (f) Compliance agreement planning, as related to community services.

### PAO-30 Health Advisory Committee

- (1) Contractors must establish a Health Advisory Committee (HAC) composed of staff; ECEAP parents; and professionals in medical, dental, nutrition, public health, and mental health fields; to:
  - (a) Offer input on policy and planning related to health, nutrition, and mental health.
  - (b) Address issues and concerns about health service delivery.
  - (c) Provide opportunities for parent empowerment and leadership skill development.
- (2) The HAC must meet a minimum of once per year and more often as community health or ECEAP needs arise. Contractors must maintain a roster of participants and minutes of HAC meetings.
- (3) Contractors may form combined ECEAP, Early ECEAP and Head Start HACs. Neighboring contractors may form joint HACs.

## PAO-31 Parent Policy Council

- (1) Contractors must establish a Parent Policy Council, composed primarily of current and former ECEAP parents, and separate from an agency board of directors. Council members may serve no more than five years. ECEAP staff provide support and consultation at Council meetings.
- (2) The purpose of the Parent Policy Council is to develop parent empowerment and leadership and serve as a communication link between the contractor and ECEAP families. The Council works with the contractor to make decisions about ECEAP administration, including, but not limited to:
  - (a) Service delivery plan.
  - (b) Community assessment.
  - (c) Self-assessment of ECEAP Compliance.
  - (d) Use of anti-bias practices
  - (e) Program monitoring.
  - (f) Complaint resolution.
  - (g) Budget.
  - (h) Program policies.
  - (i) Recruitment of families.
  - (j) Expansion and entitlement planning.
- (3) Contractors must orient Parent Policy Council members to the ECEAP Contract, ECEAP Performance Standards, and program policies. Contractors must maintain minutes of Parent Policy Council meetings.
- (4) Contractors may form combined ECEAP, Early ECEAP and Head Start Parent Policy Councils providing there is ECEAP parent representation.

## PAO-32 Community Assessment

- (1) Contractors must conduct a community assessment at least every five years. The assessment may be aligned with the Head Start community assessment. The contractor must annually review and update the assessment to reflect significant changes in community demographics and resources. The assessment process must involve families, staff and community partners.
- (2) The assessment must document:
  - (a) Where eligible children live, within the contractor's service area.
  - (b) Race, ethnicity, and home languages of eligible children.
  - (c) Numbers of age-eligible children who are:
    - (i) Developmentally delayed or disabled.
    - (ii) In the child welfare system, including foster care.
    - (iii) In families that are homeless.
    - (iv) In families with low income.
    - (v) In families where parents work as seasonal or migrant farmworkers.
    - (vi) In families in the military.
    - (vii) In families that are American Indian or Alaskan Native
- (3) Contractors must analyze this assessment data with their community partners to determine the community capacity for ECEAP-eligible children and families to access services such as:
  - (a) Education.
  - (b) Medical, mental and oral health.
  - (c) Nutrition.
  - (d) Social services.
- (4) Contractors must use the community assessment to develop their:
  - (a) Plan for delivering services that meet the needs of their community.
  - (b) Philosophy and goals.
  - (c) Recruitment strategies.
  - (d) Culturally and linguistically responsive ECEAP services.
  - (e) Site locations.
- (5) Contractors must maintain documentation of community assessment activities.

## PAO-33 Self-Assessment of ECEAP Compliance

- (1) Contractors must include ECEAP staff and parents in an annual assessment of compliance with ECEAP Performance Standards, following the ECEAP Self-Assessment process. Contractors must submit this self-assessment to the DCYF ECEAP by June 15 of each year.

## PAO-34 Parent and Community Complaints

- (1) Contractors must develop a written procedure for handling parent and community complaints. The procedure must address:
  - (a) How to register a complaint.
  - (b) Steps and timeline for investigating a complaint.
  - (c) Documentation of complaints, including resolution of substantiated complaints.
- (2) If resolution of a complaint cannot be reached, the contractor must contact the DCYF ECEAP.

## PAO-35 Free-of-Charge

- (1) Contractors must provide ECEAP services free-of-charge to enrolled families.
- (2) Contractors may accept voluntary donations.
- (3) Contractors must ensure that all parents have opportunities to fully participate in ECEAP activities.
- (4) No parent will be requested or required to contribute money, food, or supplies with a monetary value.
- (5) Contractors are encouraged to invite parents to volunteer time, but may not require it.

## PAO-36 Subcontractors

- (1) Contractors may subcontract ECEAP services after notifying DCYF. All subcontracts or interagency agreements must be in writing and meet the requirements of the ECEAP contract.
- (2) Contractors must orient and train subcontractors on current ECEAP Performance Standards. Contractors are responsible for monitoring subcontractors for compliance with all Performance Standards.

## Overview – Recruitment, Eligibility, and Enrollment

*ECEAP recruitment, eligibility, and enrollment standards ensure that the children most in need of ECEAP are enrolled, within the state's allotted funding. The Early Learning Management System (ELMS) is designed to guide contractors through this process.*

*Steps to enrolling a family include recruitment, application, verification of eligibility, prioritization and then enrollment. Not all eligible children will receive ECEAP services. Enrollment depends on the number of available slots for the children on the eligible, prioritized waiting list.*

*To ensure fair access to ECEAP, Contractors:*

- *Develop and implement a recruitment process to actively inform all families with eligible children of the availability of services.*
- *Consider linguistic and cultural diversity and community needs when developing recruitment strategies.*
- *Work with neighboring ECEAP and Head Start programs to ensure enrollment of as many eligible, high priority children as possible. This includes joint outreach efforts and referrals as determined by the service agreement.*
- *Encourage and assist families to apply for admission to the program.*
- *Verify eligibility of each applicant.*
- *Prioritize eligible children for enrollment in available slots.*
- *Maintain prioritized waiting lists so it is possible to quickly refill vacant slots and demonstrate statewide need for ECEAP.*
- *Ensure that ECEAP funds are only used for services for eligible children.*

*DCYF requires contractor staff to record in ELMS which documents they viewed to determine child eligibility and prioritization. Contractors are not required to retain copies of these documents.*

## PAO-37 Child Recruitment

- (1) Contractors must conduct ongoing recruitment throughout the year to:
  - (a) Identify potentially-eligible families in their service area.
  - (b) Inform families about ECEAP services.
  - (c) Encourage families to apply for ECEAP.
  - (d) Maintain a viable waiting list.
- (2) Contractors must focus their recruitment efforts to locate age-eligible children:
  - (a) In state or tribal child welfare system including foster care, kinship care, Child Protective Services, Family Assessment Response services.
  - (b) With developmental delays or disabilities.

- (c) Who are homeless as defined by the federal [McKinney-Vento Education of Homeless Children and Youth Assistance Act](#) as lacking a fixed, regular, and adequate nighttime residence due to loss of housing, economic hardship, or a similar reason.
  - i. A **fixed residence** is one that is stationary, permanent and not subject to change.
  - ii. A **regular residence** is one that is use on a regular (i.e. nightly) basis.
  - iii. An **adequate residence** is one that is sufficient for meeting both the physical and psychological needs typically met in home environments.
- (3) Contractors must document their recruitment procedure and strategies in ELMS.

### PAO-38 Eligibility for ECEAP Services

- (1) A child is eligible for ECEAP if the child is at least three years old by August 31 of the school year, is not age-eligible for kindergarten, and is one of the following:
  - (a) From a family with income at or below 110% of the federal poverty guidelines established by the U. S. Department of Health and Human Services (<http://aspe.hhs.gov/poverty>).
  - (b) Qualified by a school district for special education services under RCW 28A.155.020. All children with a school district Individualized Education Program (IEP) meet this requirement.
  - (c) From a family with income that exceeds 110% of the federal poverty guideline (“over-income”) and is homeless impacted by specific risk factors identified by DCYF that are linked by research to school performance, within the limits set by DCYF and the State Legislature.
- (2) Children who are eligible for ECEAP are not automatically enrolled in ECEAP. They must still be prioritized. (See PAO-48).
- (3) Eligible, enrolled children maintain their eligibility for ECEAP until kindergarten, without reverification of income or risk factors. All previously enrolled children returning for a new school year may be reprioritized against new children when enrollment slots are limited.
- (4) Children served by school district special education or ECLIPSE may be simultaneously enrolled in ECEAP.
- (5) Children served by Head Start may not be simultaneously enrolled in ECEAP. However, Head Start grantees awarded the Supplemental Funds Available to Extend Duration of Services in Head Start and Early Head Start may use those funds to extend ECEAP hours.

### PAO-39 Additional Children Allowed for Enrollment

- (1) A child is allowed to be enrolled in ECEAP as space is available if the child is at least three years old, is not age-eligible for kindergarten, and is:
  - (a) From a family with income above 110% FPL but less than or equal to 130% FPL,
  - or
  - (b) From a family with income above 130% FPL but less than or equal to 200% FPL if the child is impacted by at least one other specific risk factor identified by DCYF and the State Legislature.
- (2) Children allowed to enroll who turn three years old after August 31 of the school year must have received services from or participated in early support for infants and toddlers (ESIT), Early ECEAP, ECLIPSE or Early Head Start.
- (3) Children allowed for enrollment according to sections (1) and (2) must not exceed 25% of total statewide ECEAP enrollment.

### PAO-40 Eligibility for Working Day ECEAP

- (1) Children are eligible for Working Day ECEAP if one of these applies:
  - (a) In single parent families, the parent must be employed, in a formal training program, approved for Child Protective Services child care, in [WorkFirst activities](#) listed on a DSHS Individual Responsibility Plan, in reasonable related travel, or in a combination of these activities for a minimum of 25 hours per week.
  - (b) In two-parent families, both parents must be employed, in a formal training program, approved for Child Protective Services child care, in [WorkFirst activities](#) listed on a DSHS Individual Responsibility Plan, in reasonable related travel, or in a combination of these activities for a minimum of 55 hours per week.
  - (c) In two-parent families, when one parent is disabled and unable to work and unable to care for the child while the other parent is working, the other parent must meet the single parent eligibility requirement.
- (2) If a parent’s work hours vary, contractors must average the weekly hours for the entire school year.
- (3) Parents’ work or training hours do not have to match the ECEAP class hours.
- (4) Additionally,
  - (a) Families with children enrolled in Working Day ECEAP must continue to meet the Working Day eligibility requirements to enroll in a second year of Working Day ECEAP. Families that no longer meet the Working Day eligibility requirements are still eligible for Part Day or School Day ECEAP.

- (b) For children returning from the previous year from any classroom model, staff update family work and training hours in ELMS before enrolling the child in a Working Day class in the new year.
- (5) Children who are age-eligible for kindergarten in the fall may be enrolled in Working Day during summer quarter just prior to kindergarten only if they were enrolled in ECEAP the previous school year, in any model or with any ECEAP Contractor.

### PAO-41 Verifying Eligibility

- (1) Contractors must verify ECEAP eligibility before initial enrollment, including parent or guardian's legal authority to enroll, child's age, family size and family income.
  - (a) Exception: Contractors have up to 90 calendar days to verify eligibility under certain circumstances when documentation is not immediately available such as: homelessness, natural disasters, fire, domestic violence. In some cases, Kinship caregivers who do not have access to documents may fall in this exception. Children may begin class if presumed eligible and high priority. If the ELMS application is locked, contractors must contact ELMS Support to update the application within 90 calendar days, counting the child's first day attending class as day one.
- (2) In ELMS, contractors must identify the documents used to verify eligibility. For each enrolled child, contractors must retain a statement signed by a staff person certifying that they viewed and verified documentation establishing the child's eligibility for ECEAP and, to the best of their knowledge, the information entered in ELMS is true and correct. Contractors must also retain a statement signed by the ECEAP child's parent certifying that to the best of their knowledge, the information entered on the application is true and correct. These statements are available on the printed child application in ELMS.
- (3) In the absence of other documents to verify family size, contractors may accept a parent's signed statement.
- (4) Contractor staff may not verify ECEAP eligibility for their own relatives.
- (5) Child applications remain valid for eligibility purposes for the school year for which the family applied.
  - (a) Contractors must re-verify eligibility for children who never attended ECEAP, whose initial application was in the previous school year (July 1 to June 30).
  - (b) Contractors must verify eligibility for siblings applying for subsequent years.
  - (c) It is not necessary to re-verify eligibility for children who attended ECEAP and are still age-eligible, except for eligibility for Working Day ECEAP as noted in PAO-39.

### PAO-42 Authority to Enroll Child

- (1) A person has the authority to enroll a child into ECEAP if they are:
  - (a) The child's biological, adoptive, step, or foster parent.
  - (b) Awarded custody by a court via a Non-Parental Custody Decree.
  - (c) Granted temporary custody via a written temporary parental consent agreement, which:
    - (i) Must be signed by both parents or explain why one parent is not available.
    - (ii) Must be agreed by the parent and the person assigned temporary custody.
    - (iii) Need not be approved by a court or notarized.
  - (d) Acting *in loco parentis* (in the place of a parent) by intentionally assuming the duties of a parent and responsible for exercising the day-to-day care and control of the child.

### PAO-43 Calculating Family Size

- (1) To establish family size for the purpose of determining federal poverty level, contractors must count all people who meet all of the following criteria:
  - (a) Living in the same household with the ECEAP child.
    - (i) Exception: Do not include hosts of families temporarily sharing housing with relatives or others.
  - (b) Related to the parent(s) or legal guardian(s) by blood, marriage, or adoption.
    - (i) Include the ECEAP child and the child's parent(s) in this count.
  - (c) Supported by the income of the parent(s) or legal guardian(s) of the ECEAP child.
    - (i) Do not include household members age 19 or older who have earned or unearned income that covers half or more of their support.
- (2) Exception: For children in foster care, in kinship care, or adopted from foster or kinship care, count only the ECEAP child.

### PAO-44 Whose Income to Count

- (1) When determining a child's income eligibility, contractors must count the income received by the ECEAP child's parent(s) or guardian(s).

- (2) Exceptions:
- (a) For a child in foster care, count only the amount of the foster care grant applicable to the ECEAP child. If there is no grant, count the income as zero.
  - (b) For an ECEAP child in kinship/relative care, count only the amount of the DSHS Non-Needy Relative, *in loco parentis*, legal guardian grant, Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI) payment, or tribal payment applicable to the ECEAP child. If there is no grant, count the income as zero.
  - (c) For children adopted after foster or kinship care, count only the amount of an adoption support grant. If there is no grant, count the income as zero.
  - (d) For a family sharing housing with relatives or others, count only the income of the child's parents or guardians. Do not count the income of hosts.

### PAO-45 Which Income to Count

- (1) For each family, contractors may calculate income from either the previous calendar year or the previous 12 months, whichever more accurately reflects the needs of the family.
- (2) For the purpose of determining ECEAP eligibility, count all income of the ECEAP child's parents including:
  - (a) Gross wages or salaries, before taxes and deductions.
  - (b) Net income from self-employment.
  - (c) Income received in a regular or periodic manner such as:
    - (i) Alimony.
    - (ii) Annuity payments.
    - (iii) Child support, only if required by a legally-binding child support order.
    - (iv) Emergency assistance cash payments.
    - (v) Insurance payments that are regular (not one-time).
    - (vi) Retirement or pension payments.
    - (vii) Scholarships, grants, or fellowships for living expenses.
    - (viii) Social Security
    - (ix) Strike benefits.
    - (x) Supplemental Security Income SSI.
    - (xi) State or Tribal Temporary Assistance for Needy Families (TANF) grants.
    - (xii) Training stipends.
    - (xiii) Tribal income, if taxable.
    - (xiv) Unemployment or Workers' Compensation.
    - (xv) Veteran's benefits.
  - (d) Interest and dividends from assets.
  - (e) For uniformed services members, all entitlements (pay and allowances) reported on Leave and Earnings Statements, except Basic Allowance for Housing (BAH), Basic Allowance for Subsistence (BAS), Family Separation Housing (FSH), and Hostile Fire Pay/Imminent Danger Pay (HRP/IDP).
  - (f) Gambling or lottery winnings.
- (3) Subtract from income documented child support payments to another household, only if required by a legally-binding child support order.
- (4) Do not count as income:
  - (a) Cash from the sale of an asset or bank withdrawals not subject to capital gains.
  - (b) Disability payments made to disabled children of Vietnam veterans as prescribed by the Secretary of Veterans Affairs.
  - (c) Food or housing received in lieu of wages.
  - (d) Foster Care Grant for non-ECEAP child.
  - (e) Non-cash benefits such as food stamps, housing assistance, Medicaid, Medicare, school lunches, or employer-paid fringe benefits.
  - (f) One-time gifts, loans, inheritances or insurance settlements.
  - (g) Scholarships or educational grants for tuition.
  - (h) Tax refunds.
  - (i) Social Security issued in a child's name
  - (j) Stimulus payments due to natural disasters, pandemics, or state of emergency.

### PAO-46 When a Child Lives in Two Households

- (1) When a child lives in two households, contractors must first determine if there is a primary household. If so, use that household only for determining family size and income. A household is



primary if, for example, either the parenting plan awards one household primary custody or one household receives child support from the other household, in which case the receiving household is primary.

- (2) When neither household is primary and neither household receives child support from the other household, both of the following apply:
- (a) Count the family size for both households and divide by two. If the resulting number is a fraction, round up to the nearest whole number.
  - (b) Count half of each of the incomes for the two parents who share legal custody. Do not count the income of their current spouses or partners, if any.

### PAO-47 Verifying Annual Income

- (1) Contractors must verify family income before determining whether a child is eligible to participate in ECEAP. Verification of annual income is required for most ECEAP applicants, except:
- (a) Contractors verify the grant amount for children in foster care and those in kinship/relative care covered by a DSHS Non-Needy Relative, *in loco parentis*, or legal guardian grant.
  - (b) Contractors do not re-verify income for families of children who were previously enrolled and attended ECEAP.
- (2) To verify income, contractors must view documentation such as:
- (a) Income tax forms, W-2 forms, or 12 months of pay stubs or pay envelopes.
  - (b) Leave and Earnings Statements for uniformed services members.
  - (c) Documentation of public assistance or other benefits.
  - (d) Child support orders.
  - (e) A statement of income signed by the employer or parent, if no other documentation of income is available.
- (3) Eligible, enrolled children are allowed to remain in ECEAP until they are age-eligible for kindergarten, without re-verification.
- (4) Under specific circumstances, contractors may choose to use the previous month's or current month's income to determine eligibility, rather than the annual income.
- (a) Annual income must first be verified and entered in ELMS.
  - (b) This choice applies when a family's current income is significantly decreased from their annual income due to death, divorce, unplanned job loss, or similar unexpected circumstance.
  - (c) The reason for this exception must be documented in ELMS.

### PAO-48 Prioritization

- (1) Once contractors have established a pool of eligible children, contractors must prioritize children for available ECEAP slots starting first with eligible children, then children allowed for enrollment. To do this, contractors must use the priority point system available on the ECEAP webpage and built into ELMS. This point system is based on:
- (a) State law regarding priority for children in eligible and allowable categories.
  - (b) DCYF research on the impact of risk factors on school readiness and success.
  - (c) Child age, with priority for children who are within one year of kindergarten age.

### PAO-49 Over-Income Slots

- (1) Contractors may provide ECEAP services to over-income children without IEPs who are impacted by specific risk factors identified by DCYF that are linked by research to school performance.
- (a) Contractors must actively recruit and enroll income-eligible children within their service area.
  - (b) Contractors must make every effort to fill slots first with children who are eligible according to PAO-38. These children are at or below 110% of federal poverty guidelines, on IEPs, or within the entitled over-income group which is up to 10% of slots statewide.
  - (c) Contractors may enroll additional over-income children without IEPs who are up to 200% of federal poverty guidelines as space is available, up to the initial over-income limit assigned by DCYF to each contractor annually. DCYF may adjust limits throughout the year upon contractor request.
  - (d) DCYF will consider the following factors when reviewing requests for additional over-income slots:
    - (i) The statewide number of enrolled over-income children without IEPs.
    - (ii) The similarity of the income levels, risk factors, and priority points of the children described in the applications and other ECEAP children enrolled in over-income slots.
    - (iii) The statewide plan to serve all income-eligible children from families who choose to participate.

- (iv) The requesting contractor's need to fill slots to fully enroll a class to ensure access to services for income-eligible children.
  - (v) The presence of unserved, income-eligible children in other locations in the state.
- (2) For the purposes of the over-income limit, all children are counted at the time of their first ECEAP enrollment as either income-eligible or over-income.
- (a) Children who enter ECEAP with an active IEP do not count against the over-income limit, even if they do not qualify by income.
  - (b) If a child enters ECEAP using an over-income slot and then during the year an active IEP is entered in ELMS for the child, they will no longer count against the over-income limit.

### PAO-50 Waiting Lists

- (1) Contractors must maintain prioritized waiting lists in ELMS.
- (2) For the purposes of statewide statistics, staff must complete the ELMS prescreen for all children on the waiting list.
- (3) ECEAP waiting lists may include children who are also on a Head Start waiting list, for children who might enroll in either program.
- (4) Contractors must remove a child from waiting lists in ELMS when they learn the child no longer needs services or has enrolled in Head Start, except ELMS will remove children when they are no longer age-eligible.

### PAO-51 Availability for Enrollment

- (1) Contractors must only enroll children who are available to attend during scheduled class hours, with the exception of temporary absences due to illness or other reasons communicated by the family.
- (a) For Part Day and School Day classes, children must be regularly available to attend all scheduled class hours.
- (b) For Working Day classes, children must be available to attend six or more hours per day and at least four days per week.

### PAO-52 Maintaining Enrollment

- (1) Contractors must:
  - (a) Begin all ECEAP classes no later than September 30 of each state fiscal year.
  - (b) Fill each funded ECEAP slot within 30 calendar days. To establish 30 calendar days:
    - (i) At the beginning of the year, count the first day of class as day one.
    - (ii) When a child exits, count the last day the child attended class in person as day one.
    - (iii) When an expected child did not attend, count the first day of class or the last day a child attended in that slot as day one.
  - (c) Consider a slot full when a child attends class in person.
- (2) Exceptions:
  - (a) It is optional to fill vacancies when the last day the exiting child attended class was in the final 60 calendar days of the school year, except in Working Day classes.
  - (b) ECEAP classes that share classrooms with Migrant/Seasonal Head Start may begin when the room is available in October. ECEAP classes that share classrooms with Migrant/Seasonal Head Start must fill each funded ECEAP slot by October 30.

### PAO-53 Serving Non-ECEAP Children in the Same Classroom

- (1) Contractors may serve children who are not eligible for ECEAP in the same classroom with ECEAP children, providing:
  - (a) The total proportional share of costs for non-ECEAP children is covered by funds, or in-kind contributions, from sources other than ECEAP dollars.
  - (b) ECEAP Performance Standards are met for all ECEAP children.
  - (c) The contractor reports the number of non-ECEAP children accurately in ELMS and updates this in monthly reports.

### PAO-54 Health and Safety Planning

- (1) Contractors must develop a plan, in partnership with their Health Advisory Committee, to implement and monitor health services including:
  - (a) All requirements related to Health, Safety and Nutrition.
  - (b) Confidentiality protocols.
  - (c) Classroom health curriculum.
  - (d) Parent education.

## PAO-55 Infectious Disease Prevention Policy and Procedure

- (1) Contractors must:
  - (a) Establish infectious disease prevention policies and procedures in accordance with local health department guidelines or OSPI “Infectious Disease Control Guide for School Staff.”
  - (b) Follow universal precautions for prevention of transmission of blood borne pathogens.

## PAO-56 Early Childhood Education Service Delivery

- (1) Contractors must use an early learning framework to plan developmentally-appropriate early childhood education. This framework informs the environment, daily routine, curriculum, adult-child interactions, guidance, screening and referral, assessment and individualization, and parent-teacher conferences.
- (2) Contractors must ensure the following dosages of class time for each model offered:
  - (a) Part Day
    - (i) Minimum 3 hours per class session.
    - (ii) Minimum 360 hours of class, over no less than 30 calendar weeks.
    - (iii) Naptime does not count as part of the Part Day class hours.
  - (b) School Day
    - (i) Minimum 5.5 hours per class session
    - (ii) Four or five days per week
    - (iii) Minimum 1,000 hours of class, over no less than 30 calendar weeks.
    - (iv) Contractors may count up to 10 days when school is canceled for parent-teacher conferences and transportation is not provided toward the 1,000 minimum hours.
  - (c) Working Day- is intended to serve eligible working or student families’ year round. Program hours must be offered to meet the needs of the eligible working or student families in the community.
    - (i) Class is open a minimum of 10 hours per day, five days per week, year round.
    - (ii) Minimum 2,370 hours of class available per year.
    - (iii) Closures are allowed up to 23 days per year for holidays, breaks, and staff development with advance notice to families.
    - (iv) Exception based on the community assessment and needs of parents in the community served will be considered by DCYF ECEAP
- (3) Both Working Day and School Day classes may modify instruction and class schedules during summer months, holiday/vacation periods, and for staff development activities, while meeting the minimum annual dosage requirements.
- (4) At sites that offer wrap-around child care in addition to ECEAP, contractors must specify on the ELMS Class Info page which hours are ECEAP hours. All ECEAP Performance Standards must be in place during those hours.
- (5) Daily transportation to and from the classroom does not count as part of class hours.

## PAO-57 Curriculum – Nutrition and Physical Activity Policy

- (1) The contractor must create a policy on the promotion of nutrition and physical activity including removal of potential barriers to physical activity participation.

## PAO-58 Documentation Requirements

- (1) Contractors must maintain records documenting compliance with ECEAP Performance Standards in ELMS and MyTeachingStrategies. Documentation subject to review by the DCYF ECEAP and the State Auditor’s Office. When ECEAP Program Monitoring occurs in September through December, contractors must provide documentation from the previous school year. Records may be kept in the contractor’s main office or at service sites, as appropriate for each type of documentation.
- (2) Contractors must retain records for the minimum times listed in the aligned standards for state review processes. Contractors are encouraged to seek legal counsel regarding longer retention of records related to potential legal or liability issues.

## PAO-59 Administrative Documents

- (1) Contractors must retain the following for six years after expiration (see ECEAP Contract):
  - (a) Audit report.
  - (b) Fiscal records.
  - (c) Proof of insurance.
  - (d) Property records (inventory).
  - (e) Subcontracts.

- (2) Contractors must retain documentation of complaints and resolutions for three years after their completion. (See PAO-34)
- (3) Contractors must retain the following for two years after their completion:
  - (a) Health Advisory Committee minutes.
  - (b) Parent Policy Council minutes.
- (4) Contractors must maintain current:
  - (a) Community assessment.
  - (b) Confidentiality policy and procedures.
  - (c) Conflict of interest policy.
  - (d) Compliance agreements, if any.
  - (e) ECEAP Performance Standards, at each service site.
  - (f) Waiver and Variance to Standards approved by the DCYF ECEAP.
  - (g) Fiscal management policies.
  - (h) Parent and community complaint resolution procedures.
  - (i) Personnel policies (attendance, conduct, pay, benefits, professional development, and performance evaluation).
  - (j) Program Self-Assessment.
  - (k) Service delivery plan.
  - (l) Travel policies, unless state travel regulations are followed (see ECEAP Contract).
  - (m) Diversity Equity and Inclusion Policy

### PAO-60 Family Partnership Documents

- (1) Contractors must retain parent education topics and attendance for two years after their completion.
- (2) Contractors must maintain current parent handbook or written communications, with translations as appropriate.

### PAO-61 Family Records

- (1) Contractors must retain the following family records in ELMS for children enrolled in the current year:
  - (a) Assessment of family strengths and needs.
  - (b) Family goals.
  - (c) Progress notes and follow-up.
  - (d) Referrals to community resources.

### PAO-62 Continuous Improvement System

- (1) Contractors must have a continuous quality improvement system to ensure compliance with all ECEAP requirements. This system must apply to direct services and to subcontractors. It must:
  - (a) Include monitoring at the class, site, subcontractor (if applicable), and contractor levels on a defined schedule.
  - (b) Inform training and technical assistance delivered to staff at all levels.
  - (c) Inform ongoing coaching supports.
  - (d) Inform ECEAP program planning.
  - (e) Include instructional leadership strategies and supports to drive improvement efforts
- (2) Contractors must maintain documentation of quality improvement activities.

### PAO-63 Continuous Quality Improvement Visit

The DCYF ECEAP will monitor each contractor's compliance with the ECEAP Contract and ECEAP Performance Standards regularly.

- In person Continuous Quality Improvement visits
- Desktop monitoring of data in ELMS
- Monthly contractor phone calls

The contractor will complete and submit a compliance agreement when out-of-compliance with ECEAP requirements. Upon approval of the compliance agreement by DCYF's ECEAP office, the contractor will resolve all out-of-compliance issues as outlined in the plan.

### PAO-64 Stewardship of ECEAP Funds

- (1) Contractors must immediately notify the DCYF ECEAP of any suspicion of fraudulent use of ECEAP funds, including but not limited to:

- (a) An employee intentionally entering deceptive or false information into ELMS regarding:
  - (i) Child eligibility criteria.
  - (ii) Children’s actual start dates and last days in class.
  - (iii) Class start or end dates.
  - (iv) Services that were not actually provided.
- (b) A family providing false information in order to enroll in ECEAP.

**PAO-65 Non Traditional Remote Services Policy**

- (1) Contractors must create a written modified services policy. The policy must ensure that programming allows for a system of robust modified services in the event of a required prolonged closure. The policy must include in what ways contractors will ensure how:
  - (a) Staff are able to work remotely with access to the necessary technology and tools.
  - (b) Staff are able to provide the services to families.
  - (c) Families receive the modified comprehensive services of Early ECEAP such as:
    - (i) Education;
    - (ii) Health;
    - (iii) Family support



# 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 22-1095, attached hereto Snohomish County (the "Contractor") has agreed to provide comprehensive Early Childhood Education and Assistance Program (ECEAP) services..
- 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 22-1095 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 22-1095. 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 22-1095.
- 3.2 I understand that before I am allowed access to information and data that is described and/or contained in DCYF Contract Number 22-1095, I must sign and agree to the following:
  - (A) I have been informed and understand that information provided under DCYF Contract Number 22-1095 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 22-1095.
  - (B) I also understand that I am not to access or use the information that is provided under DCYF Contract Number 22-1095 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 22-1095.

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

**Contractor Name:**

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Employee/Sub-Contractor/Agent Name:**

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Full Name:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Full Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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. 22-1095 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. 22-1095 have been wiped from data storage systems.
- \_\_\_ All materials and non-wiped computer media containing any data sets related to DCYF Contract No. 22-1095 have been destroyed.
- \_\_\_ All copies of any data sets related to DCYF Contract No. 22-1095 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. 22-1095, 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](mailto:dcyf.publicrecords@dcyf.wa.gov)**

## 2021-22 Deliverables and Required Activities Calendar

The Contractor must submit the following deliverables by the dates indicated, using one of the following methods as indicated below:

- a. Enter data into the Early Learning Management System (ELMS) in accordance with [ELMS Data Entry - Minimum Requirements](#).
- b. Enter into the Managed Education and Registry Information Tool (MERIT).
- c. Enter into GOLD® by Teaching Strategies.
- d. Send electronically to [eceap@dcyf.wa.gov](mailto:eceap@dcyf.wa.gov).
- e. Send paper copies to: DCYF ECEAP, PO Box 40970, Olympia WA 98504-0970.

For ECEAP information and forms, visit <https://www.dcyf.wa.gov/services/early-learning-providers/eceap>

Due Date	Deliverable or Required Activity	Submit via:
At least two weeks before class start date	Submit a completed New Site Approval Form in ELMS to obtain DCYF approval for each new site.	ELMS
At least two weeks before class start date	Submit a completed New Classroom Approval Form to CQI for: <ul style="list-style-type: none"> <li>• each new classroom or</li> <li>• a classroom used for ECEAP more than 5 years ago.</li> </ul> <p><i>Exception: Separate classroom approvals are not required for new sites.</i></p> <p>DCYF must approve all new classrooms.</p>	Mail or email
Prior to enrolling children	Staff who verify ECEAP eligibility complete a DCYF ECEAP Eligibility and Enrollment training, either in-person or online, and maintain certificates of completion. These staff must also complete contractor-provided training on eligibility practices, eligibility fraud prevention, and the importance of protecting program integrity and the public trust.	NA
Upon renewal of insurance	Submit a <i>Certificate of Coverage</i> to DCYF upon renewal of insurance. <p><i>Exception: Self-insured contractors only need to submit proof once.</i></p>	Mail or email
Within 30 days of hire for each new staff	Enter staff qualifications in MERIT for each ECEAP lead teacher, assistant teacher, and family support staff.	MERIT
Within 30 days of the first start of an ECEAP class at a new site	Enroll new sites in Early Achievers in MERIT.	MERIT
Within 10 business days of vehicle purchase with ECEAP funding	Submit a copy of the vehicle title to DCYF.	Mail or email
Within six months of hire of an Early Achievers coach	Coach must attend the Early Achievers Coach Framework training and document date attended in WA Compass.	WA Compass

Within six months of hire of an ECEAP lead teacher	As stated in contract Exhibits E, ECEAP Performance Standards, lead teachers must: <ul style="list-style-type: none"> <li>• Complete in-person or online training to use GOLD® by Teaching Strategies.</li> <li>• Complete in-person or online training to use Creative Curriculum.</li> <li>• Complete interrater reliability certification for GOLD® by Teaching Strategies, and renew certification every three years thereafter.</li> </ul>	GOLD®
Within 24 months of starting ECEAP at the site	All sites must rate at 4 or 5 in Early Achievers.	NA
By the 15th of each month (except in July, due July 10)	<ul style="list-style-type: none"> <li>• Update child and family information in ELMS. This includes accurate counts of family support visits, parent-teacher conferences, health exams and screenings and developmental screenings.</li> <li>• Enter the Monthly Report in ELMS for the previous month. There must be a Monthly Report for every month billed, including summer months, prior to payment.</li> <li>• Invoice DCYF via the ECEAP inbox using the A-19 Invoice provided by DCYF.</li> </ul>	ELMS>Child/ Family Updates  ELMS> Monthly Report  Mail or email
4th Monday and the days following in the week	Pre-scheduled contractor calls with DCYF CQI Specialist.	Conference or video call
Quarterly	Pre-scheduled ECEAP Directors webinars and one in-person meeting	Webinar and in-person

Due Date	Deliverable or Required Activity	Submit via:
By July 1 (Working Day classes) or August 15 (Part Day and School Day classes)	Complete Contractor, Subcontractor, site and class sections of ELMS for the new school year.	ELMS
By August 15	<i>For Working Day and Summer ECEAP services only:</i> Teachers finalize the summer checkpoint in GOLD® by Teaching Strategies.	GOLD®
By October 15 (Optional)	Request to use ECEAP funds as federal match, if applicable, by completing that section of the September ELMS Monthly Report.	ELMS
By October 30	Submit ECEAP Operating Budget on the DCYF template.	Email on DCYF template
By October 30	Submit Staff Compensation Report on DCYF template	Email on DCYF template

By November 15	Teachers finalize the fall checkpoint in GOLD® by Teaching Strategies.	GOLD®
By November 30	Mobility Mentoring® first assessment due.	ELMS
By February 1 (Optional)	If the Contractor wishes to obtain names and addresses of age-eligible DSHS clients for recruitment and enrollment efforts: <ul style="list-style-type: none"> <li>On the ELMS Locations &amp; Classes&gt;Contractor&gt;Service Area page, enter all current zip codes for the Contractor's recruitment area and select the "Yes" radio button in response to the question: "Would you like to receive this information for families residing in the zip codes entered below?"</li> </ul>	ELMS
By February 15	Teachers finalize the winter checkpoint in GOLD® by Teaching Strategies.	GOLD®
By March 29	Mobility Mentoring® mid-year check-in due.	ELMS
By May 15	Submit 2022-23 Service Area Agreements.	Mail or email
By June 15	Teachers finalize the spring checkpoint in GOLD® by Teaching Strategies.	GOLD®
By June 15	Submit the ECEAP Contractor Financial Disclosure Certification and carryforward plan, if applicable.	Mail or email
By June 15	Submit the ECEAP Directors Customer Satisfaction Survey.	Online link
By June 15	Submit the ECEAP Self-Assessment, including Family Feedback Survey.	Online link or email scanned surveys. Email Self-Assessment.
By June 28	Mobility Mentoring® final assessment due.	ELMS
By July 10	Final ELMS monthly report due. All data must be in ELMS for the fiscal year.	ELMS
By July 10	Submit final <i>A-19 Invoice</i> for June.	Mail or email

Snohomish	County	County	Dates of Service	July	August	September	October	November	December	January	February	March	April	May	June
	Region		EA	Slot Rate	Slot Rate	Slot Rate	Slot Rate	Slot Rate	Slot Rate	Slot Rate	Slot Rate	Slot Rate	Slot Rate	Slot Rate	Slot Rate
Part Day ECEAP Sites	Part Day	-	1,285	416.00	416.00	777.00	777.00	777.00	777.00	777.00	777.00	777.00	777.00	777.00	412.00
			Service Date	Slots	Slot Rate	Payment									
			July	1,285	457.57	587,971.47									
			August	1,285	457.57	587,971.47									
			September	1,285	854.42	1,097,934.85									
			October	1,285	854.42	1,097,934.85									
			November	1,285	854.42	1,097,934.85									
			December	1,285	854.42	1,097,934.85									
			January	1,285	854.42	1,097,934.85									
			February	1,285	854.42	1,097,934.85									
			March	1,285	854.42	1,097,934.85									
			April	1,285	854.42	1,097,934.85									
			May	1,285	854.42	1,097,934.85									
			June	1,285	455.75	585,642.87									
			Total Site		9,060.70	11,642,999.50									
School Day	Region 3		286												
			Service Date	Slots	Slot Rate	Payment									
			July	286	628.77	179,828.41									
			August	286	631.27	180,543.44									
			September	286	1,178.79	337,133.58									
			October	286	1,178.79	337,133.58									
			November	286	1,178.79	337,133.58									
			December	286	1,178.79	337,133.58									
			January	286	1,178.79	337,133.58									
			February	286	1,178.79	337,133.58									
			March	286	1,178.79	337,133.58									
			April	286	1,178.79	337,133.58									
			May	286	1,178.79	337,133.58									
			June	286	631.27	180,543.44									
			Total Site		12,500.41	3,575,117.55									
Working Day	Region 3														
			Service Date	Slots	Slot Rate	Payment									
			July	-	1,634.02	-									
			August	-	1,634.02	-									
			September	-	1,634.02	-									
			October	-	1,634.02	-									
			November	-	1,634.02	-									
			December	-	1,634.02	-									
			January	-	1,634.02	-									
			February	-	1,634.02	-									
			March	-	1,634.02	-									
			April	-	1,634.02	-									
			May	-	1,634.02	-									
			June	-	1,634.02	-									
			Total Site		19,608.28	-									
<b>Total Contract</b>			<b>Total Contract</b>	<b>#REF!</b>		<b>15,218,117.05</b>									

Service Date	Slots	Summer ECEAP	Expansion Summer ECEAP	Total Monthly Payment
July		\$ 767,799.89	\$ 169,724.04	\$ 937,523.93
August		\$ 768,514.91	\$ 119,873.57	\$ 888,388.49
September		1,435,068.44		\$ 1,435,068.44
October		1,435,068.44		\$ 1,435,068.44
November		1,435,068.44		\$ 1,435,068.44
December		1,435,068.44		\$ 1,435,068.44
January		1,435,068.44		\$ 1,435,068.44
February		1,435,068.44		\$ 1,435,068.44
March		1,435,068.44		\$ 1,435,068.44
April		1,435,068.44		\$ 1,435,068.44
May		1,435,068.44		\$ 1,435,068.44
June		766,186.31		\$ 766,186.31
<b>Total Contract</b>		<b>15,218,117.05</b>	<b>\$ 289,597.61</b>	<b>\$ 15,507,714.66</b>

Service Date	General Fund-State	ELTA Funding	Pathways
--------------	--------------------	--------------	----------

	031-92100-0010	EA1-92100-0010	390-92100-9999
July	767,799.89		
August	768,514.91		
September	1,435,068.44		
October	1,435,068.44		
November	1,435,068.44		
December	1,435,068.44		
January	1,435,068.44		
February	1,435,068.44		
March	1,435,068.44		
April	1,435,068.44		
May	1,435,068.44		
June	766,186.31		
<b>Total Contract Funding Amounts</b>	<b>15,218,117.05</b>		

|

**A19-1A INVOICE VOUCHER**

Contractor Contract #:	
Agency Number: 3570	Contract #: 22-1095
Contract Service Period: July 1 2021 - June 30 2022	
Contract Title: ECEAP	
DCYF Contact: Carolyn House-Higgins	

Instruction to Vendor or Claimant: Submit this form to claim payment for materials, merchandise, or services. Show complete detail for each item.

VENDOR'S CERTIFICATE: I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise, or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin, sex, or age.

Vendor or Claimant
<b>Snohomish County</b> <b>Human Services Dept.</b> <b>3000 Rockefeller, MS 305</b> <b>Everett WA 98201-3527</b>

BY \_\_\_\_\_

(sign in ink)

(Title)
(Date)

TO BE COMPLETED BY VENDOR						
Invoice Service Period for Budget FY 2022:		Invoice Number:		This is a Final Billing:		
				Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Payment Points (Note)		Contract Budget	Billed Quantity	Unit	Unit Price	This Invoice Amount
1. July 2021 – Admin, Enrollment Staff Dev (Summer and/or Working Day C		\$937,523.93	0.00	Monthly	\$937,523.93	\$0.00
2. August 2021 – Admin, Enrollment Staff Dev (Summer and/or Working Da		\$888,388.49	0.00	Monthly	\$888,388.49	\$0.00
3. September 2021 – Comprehensive Preschool Services		\$1,435,068.44	0.00	Monthly	\$1,435,068.44	\$0.00
4. October 2021 – Comprehensive Preschool Services		\$1,435,068.44	0.00	Monthly	\$1,435,068.44	\$0.00
5. November 2021 – Comprehensive Preschool Services		\$1,435,068.44	0.00	Monthly	\$1,435,068.44	\$0.00
6. December 2021 – Comprehensive Preschool Services		\$1,435,068.44	0.00	Monthly	\$1,435,068.44	\$0.00
7. January 2022 – Comprehensive Preschool Services		\$1,435,068.44	0.00	Monthly	\$1,435,068.44	\$0.00
8. February 2022 – Comprehensive Preschool Services		\$1,435,068.44	0.00	Monthly	\$1,435,068.44	\$0.00
9. March 2022 – Comprehensive Preschool Services		\$1,435,068.44	0.00	Monthly	\$1,435,068.44	\$0.00
10. April 2022 – Comprehensive Preschool Services		\$1,435,068.44	0.00	Monthly	\$1,435,068.44	\$0.00
11. May 2022 – Comprehensive Preschool Services		\$1,435,068.44	0.00	Monthly	\$1,435,068.44	\$0.00
12. June 2022 – Admin, Enrollment and Staff Dev (Working Day Comprehe		\$766,186.28	0.00	Monthly	\$766,186.28	\$0.00
Total		\$15,507,714.66		Total Payment Request		\$0.00

TO BE COMPLETED BY DCYF																
Program Review										Date Reviewed			Agency Approval		Date Approved	
Doc Date			Current Doc No.				Ref Doc No.			Vendor Number SWV0002794-00			Vendor Message		Invoice Date	
Trn Cd	Fnd	AI	PI	Sub Obj	SSO	OI	Alloc	Proj	Sub Proj	Ph	GL	Subsidiary		Note	Amount	Invoice #
												Debit	Credit			
	001	031	92100	NB		573A	0010									
	001	031	92100	NB		573A	CBC9									
	001	031	92100	NB		573A	MOE1									
	001	031	92100	NB		573A	STM1									
	001	CS1	92100	NB		573A	0010									
	08A	EA1	92	NB		573A	0010									
	17F	391	92	NB		573A	0010									
Accounting Approval for Payment										Date Approved			Warrant Total:			