



**INTERLOCAL AGREEMENT  
County Lead Agency (CLA) - Early Intervention Services  
AMENDMENT #22-1189-01 TO CONTRACT #22-1189**

**THIS CONTRACT** 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, is amended effective January 1, 2022 through July 31, 2022 as follows:

**CONTRACTOR BUSINESS ADDRESS**

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

**CONTRACTOR CONTRACT MANAGER**

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

**DCYF ADDRESS**

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

**DCYF PROGRAM CONTRACT MANAGER**

Tammy McCauley  
ESIT Contract Manager  
Tammy.McCauley@dcyf.wa.gov  
Phone: (509) 655-0054

**AMENDMENT PURPOSE**

It is the purpose of this Contract Amendment to add American Rescue Plan Act (ARPA) funding and spending criteria effective July 1, 2021 and adjust the projected State SpEd 0-3 funding allocation January 1, 2022.

**SECTIONS CHANGED**

Exhibit A - Statement of Work; added section 3.e.(5)  
Exhibit B – Budget; updated Special Education Funding allocation and added ARPA allocation.

Reference Documents: added Contract Budget 22-1189 A1

**Amendment Effective Date:** January 1, 2022

**Amended Contract Maximum:** \$14,304,856.49

	<b>Previous</b>	<b>Change</b>	<b>New Total</b>
<b>Federal Funds:</b>	\$971,142.98	\$337,955.76	\$1,309,098.74
<b>State Funds:</b>	\$12,344,937.77	\$650,819.98	\$12,995,757.75
<b>Totals:</b>	\$13,316,080.75	\$988,775.74	\$14,304,856.49

**EXHIBITS AND ATTACHMENTS**

Exhibit A – Statement of Work is hereby revised and replaced with Amended Exhibit A – Statement of Work Amendment 1 attached and incorporated herein as though set forth in full.

Exhibit B – Budget is hereby revised and replaced with Amended Exhibit B – Budget Amendment 1 attached and incorporated herein as though set forth in full.

**ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.**

**SIGNATURES**

The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract Amendment. This Contract Amendment shall be binding on the parties only upon signature

by both of them.

**Snohomish County**

**Lacey Harper**

Digitally signed by Lacey Harper  
Date: 2022.03.24 12:39:53 -07'00'

\_\_\_\_\_  
Signature

**Lacey Harper**

\_\_\_\_\_  
Name

**Executive Director**

\_\_\_\_\_  
Title

**March 24, 2022**

\_\_\_\_\_  
Date

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

*Kris Gorgas*

\_\_\_\_\_  
Signature

**Kris Gorgas**

\_\_\_\_\_  
Name

**Contract Specialist**

\_\_\_\_\_  
Title

**3/28/2022**

\_\_\_\_\_  
Date

**COUNCIL USE ONLY**

Approved 3/23/2022

ECAF # 2022-0239

MOT/ORD Motion 22-112



## Exhibit A - Statement of Work

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### 1. DEFINITIONS SPECIFIC TO THE STATEMENT OF WORK

- a. **“ACORN” or “Access to Child Online Record Network”** means the ESIT Data Management System and the database used by ESIT Contractors to enter required State and federal data.
- b. **"Administrative indirect"** per WAC 170-400-0140 means indirect costs such as general management compensation, joint facility costs, contract administration, fiscal services, and general office supplies that are not allocated to direct services for infants, toddlers and their families.
  - (1) Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Such indirect expenses could include administrative, facilities, general office supplies, or other costs.
  - (2) After direct costs have been determined and assigned to the contract, indirect costs are those remaining to be allocated benefiting early intervention services. Typical examples of indirect cost for many organizations may include depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, general administration, and general expenses (i.e., salaries and expenses of executive officers, personnel administration, and accounting).
  - (3) The purpose of assigning indirect costs is to “facilitate equitable distribution of indirect expenses to the cost objective service (i.e., early intervention services contract), when there are other departments within an agency also receiving benefits”.
    - (a) For Example:

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

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

- c. **“Allocable”** means that in instances where there is shared benefit, the programs involved will need to establish a methodology for determining what portion of the costs should be ascribed to each of the programs. The proportionate share of the costs that should be attributed to the Part C of the Individuals with Disabilities Education Act (IDEA) program should correspond to the amount of benefit that the program is receiving and, if other programs are receiving benefit that they also contribute to the costs.
- d. **“CFR”** means Code of Federal Regulations.
- e. **“Clinical Supervision”** means a formal and discipline specific working alliance in which the supervisee's clinical (direct service) work is reviewed and reflected upon, by a senior level practitioner to support the supervisee with their work and professional development.
- f. **“Conflict of Interest”** means a situation in which a person or organization is involved in multiple interests, financial or otherwise, and serving one interest could involve working against another. Typically, this relates to situations in which the personal interest of an individual or organization might adversely affect a duty owed to make decisions for the benefit of a third party. For example: Part C of IDEA Contractors cannot make a unilateral decision to serve children ages 0-3 in private therapy without documenting that a parent has met with a qualified ESIT Service Provider staff and made an informed decision about declining early intervention services, including receiving their Parent Rights.
- g. **“Contractor”** means one not employed by the DCYF that is the individual or entity performing services pursuant to this contract and includes the contractor's owners, members, officers, directors, partners, employees, and agents, unless otherwise stated in this contract. For purposes of any permitted subcontract, “Contractor” includes any Subcontractor and its owners, members, officers, director, partners, employees, and/or agents.
- h. **“County Lead Agency or “CLA”** means the four (4) designated county organizations, under contract with DCYF, to ensure through subcontracts with ESIT Provider Agencies and ESIT Service Providers, that ESIT Services are provided countywide (King, Pierce, Snohomish and Spokane), in accordance with the CLA's contract with DCYF, Part C of IDEA, and Washington's Federally Approved State Plan. A CLA may be authorized by DCYF to provide low incidence services based on identified need.
- i. **“DCYF” or the “Department of Children Youth and Families”**, of the State of Washington; means any division, section, office, unit, or other entity of DCYF; or any of the officers or other officials lawfully representing DCYF. DCYF is the State Lead Agency designated by the Governor to administer Part C of IDEA in Washington State.
- j. **“ESIT” or “Early Support for Infants and Toddlers”** means the Part C of IDEA Statewide program.
- k. **“ESIT Provider Agency”** means any DCYF approved organization including but not limited to a public, private, tribal, or non-profit entity including a School District, that provides all ESIT Services including Family Resources Coordination in accordance with the CLA or ESIT Provider Agency contract with the DCYF, Part C of IDEA, and Washington's Federally Approved State Plan regardless of whether or not the entity receives federal funds under Part C of IDEA. (Listed as EISPA in WAC 110-140).
- l. **“ESIT Services”** means “Early Intervention Services”, as defined in Part C of IDEA, and the Washington State Policies and Procedures, Policy 2 Definitions.
- m. **“ESIT Service Provider”** means an individual, that is either an employee or Subcontractor, who provides ESIT Services, in accordance with the CLA or ESIT Provider Agency contract with the DCYF, Part C of IDEA, and Washington's Federally Approved State Plan regardless of whether or not the entity or individual receives federal funds under Part C of IDEA.
- n. **“FRC” or the “Family Resources Coordinator”** is the individual who assists an eligible child and his/her family in gaining access to the ESIT Services and other resources, as identified in the IFSP, and in receiving their rights and procedural safeguards of the early intervention program, and as further defined in the DCYF State Plan Part II, Policy 2 Definitions and under Service Coordination (case management) in 34 CFR §303.34.

- o. **“FERPA”** means the “Family Education Rights and Privacy Act” of 1974, as amended, codified as 20. U.S.C. 1232g; 34 CFR part 99, and is the federal law that protects the privacy of student [child] records.
- p. **“IFSP” or the “Individualized Family Service Plan”** means the written plan required for providing ESIT Services to an eligible child and the child’s family, per Washington’s Federally Approved State Plan.
- q. **“Interagency Agreement”** is the means by which two governmental entities contract with each other per RCW 39.34.
- r. **“Local ESIT Services Collaboration Plan”** means a local plan that is facilitated and monitored by the CLA or, developed and implemented by ESIT Provider Agencies in the CLA service area, with advice and assistance from the Early Childhood Interagency Coordinating Council. Participant’s signatures document their contribution to the plan. This Plan ensures collaboration and coordination of ESIT Services in the designated service area.
- s. **“MOA” or “Memorandum of Agreement” and “MOU” or “Memorandum of Understanding”** means a written document between parties to support cooperative work on an agreed upon project or meet an agreed upon objective by clarifying the relationship between organizations and clearly outlining which services in the community each party is responsible for.
- t. **“Necessary”** means expenditures that are driven by the purpose of the ESIT’s mission and vision, and ultimately the needs of infants and toddlers with disabilities and their families.
- u. **“Part C of IDEA”** means the Infants and Toddlers with Disabilities program under the federal Individuals with Disabilities Education Improvement Act of 2004, as amended, codified as 20 USC §§1400.631 – 1400.644 and regulated under 34 CFR §303.
- v. **“Reasonable”** means expenditures for goods and services do not cost more than a typical person, with ordinary prudence, would pay under the same circumstances.
- w. **“Referral”** means any infant and toddler, under the age of three years, potentially eligible for ESIT Services under Part C of IDEA that has been identified and referred for evaluation to an ESIT Provider Agency or ESIT Service Provider.
- x. **“Regional/County Early Childhood Interagency Coordinating Council”** means a geographic entity comprised of membership from various early childhood programs/initiatives, parents and other service providers to coordinate and enhance existing ESIT Services and assist each community to meet the needs of infants and toddlers with disabilities and their families as outlined in RCW 43.216.574. The SICC shall identify and work with Regional/County Early Childhood Interagency Coordinating Councils.
- y. **“Resident School District Catchment Area”** means the geographic boundaries delineating residency of students as defined by the Office of Superintendent of Public Instruction.
- z. **“State Plan” or “Washington’s Federally Approved State Plan”** means the application for a state administered grant that meets the requirements in 34 CFR §7.1 and 34 CFR §303 Sub-parts B and C.
- aa. **“Statement of Work”** – The detailed description of services to be performed by the Contractor and set forth in the contract.
- bb. **“Subcontractor”** means a person, partnership, company, or other entity that is not in the employment of or owned by Contractor and that is performing services under this contract under a separate contract with or on behalf of the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.
- cc. **“Technical Assistance Specialist” or “TA Specialist”** means the designated contact at DCYF who provides training and technical assistance in support of the provision of early intervention services.
- dd. **“Tele-practice”** means the application of telecommunications technology to the delivery of professional services at a distance by linking practitioner to family members for assessment, intervention, and/or consultation.
- ee. **“T-DMS” or “Transitional Data Management System”** means the ESIT Data Management System and the database used by ESIT Provider Agencies, ESIT Service Providers, and Subcontractors to enter required State and federal data.
- ff. **“Under Public Supervision”** means services provided through a program funded by federal, State, or local public monies, and services provided through a private provider, but whose services are supervised or paid for by a public agency.

- gg. “WAC” or “Washington Administrative Code” means rules that codify the regulations of the executive branch agencies and are issued by authority of statutes.

## 2. AUTHORITIES AND STANDARDS FOR EARLY INTERVENTION SERVICES UNDER THIS CONTRACT

- a. The full text for each of the authorities and standards that must be followed for implementation of the early intervention program, under this Contract, as listed below.
- b. Individuals with Disabilities Education Act (IDEA), Part C (20 USC Code Subchapter III): <https://sites.ed.gov/idea/statute-chapter-33/subchapter-III>
- c. Early Intervention Program for Infants and Toddlers with Disabilities: Final Regulations - Federal Register, Vol. 76, No. 188, September 28, 2011 (effective October 28, 2011) (34 CFR Part 303): <https://www.gpo.gov/fdsys/pkg/FR-2011-09-28/pdf/2011-22783.pdf>
- d. Family Educational Rights and Privacy Act (FERPA) (34 CFR Part 99): <https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=34:1.1.1.1.33>
- e. OMB Uniform Guidance Subpart E (2 CFR § 200): [https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- f. Revised Code of Washington (43.216 RCW), Department of Children, Youth and Families – Early Intervention Services. <https://apps.leg.wa.gov/rcw/default.aspx>
- g. Washington Administrative Code (WAC) (Chapter 110-400 WAC): <https://apps.leg.wa.gov/wac/default.aspx?cite=110-400>
- h. Washington’s Federally Approved State Plan, including:
  - (1) Part I Washington State’s IDEA, Part C Grant Application for current Federal Fiscal Year <https://www.dcyf.wa.gov/sites/default/files/pdf/reports/ESIT-StatePlan2018.pdf>
  - (2) Part II Washington’s State Policies, Procedures, Methods, Descriptions, and Assurances: <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/policies-procedures>.

## 2. SCOPE OF WORK

- a. The Contractor must implement all County Lead Agency (CLA) Administrative and Oversight provisions in this scope of work and implement and/or Subcontract the ESIT Service Provisions in Exhibit titled *ESIT Provider Agency-ESIT Service Provider Subcontract Requirements*.
- b. The Contractor must ensure the provision of staff and ESIT Services, within the constraints of the approved Budget, FTE(s), and as defined in the Exhibit titled *Budget Workbook Definitions and Instructions*; and otherwise all things reasonably necessary for, or incidental to, the performance of the work, as set forth in this Contract.
- c. **County Lead Agency (CLA) Administrative Functions and Oversight:** The Contractor must provide oversight and support to ESIT Provider Agencies in Snohomish County as well as carry out all administrative functions associated with operating the CLA including but not limited to the following:
  - (1) **Internal Agency Policies and Procedures:** The Contractor must:
    - (a) Establish and implement written internal agency policies and procedures that comply with Federal and State requirements, including WACs and the DCYF policies and procedures. These internal policies and procedures must include but not be limited to the administration and fiscal management of the CLA, subcontracting and providing oversight of ESIT Provider Agencies, carrying out monitoring and quality assurance activities and providing training and technical assistance to ESIT Provider Agencies.
  - (2) **Administration and Management:** The Contractor must:
    - (a) Ensure there are sufficient administrative personnel with necessary expertise to manage and operate the CLA and provide oversight of any Subcontractors to ensure compliance with State and federal requirements.



- (b) Meet regularly with ESIT Provider Agencies to assess program's strengths and needs and ensure there is sufficient capacity to manage and operate the ESIT Provider Agencies.

d. **ESIT Service Area:** The Contractor must:

- (1) Provide administrative support to ESIT Provider Agencies to ensure they have the capacity to serve all children referred and found eligible for services within their designated service area boundaries as outlined in the service area agreement.
- (2) The Contractor must ensure a response to all Referrals and provide all services for those children found eligible within the following Resident School District Catchment Area (s), by OSPI Assigned County:
  - Snohomish Arlington School District
  - Snohomish Darrington School District
  - Snohomish Edmonds School District
  - Snohomish Everett School District
  - Snohomish Granite Falls School District
  - Snohomish Index School District
  - Snohomish Lake Stevens School District
  - Snohomish Lakewood School District
  - Snohomish Marysville School District
  - Snohomish Monroe School District
  - Snohomish Mukilteo School District
  - Snohomish Snohomish School District
  - Snohomish Stanwood-Camano School District (Snohomish Co)
  - Snohomish Sultan School District
  - King Northshore School District (Snohomish Co)

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

- (1) Collect information quarterly on completed child find/public awareness activities for Snohomish County and submit to the DCYF upon request to [ESIT.Reports@dcyf.wa.gov](mailto:ESIT.Reports@dcyf.wa.gov).
- (2) Facilitate the annual review of ESIT Provider Agency, County and Statewide child find data and public awareness activities and make amendments to the Local ESIT Services Collaboration Plan Child Find/Public Awareness activities as appropriate to ensure targeted identification of underserved populations.
- (3) Facilitate development of local public awareness materials and request timeline for approval by the DCYF prior to use.

f. **Referral:** The Contractor must:

- (1) Coordinate the Referral process within the designated county of the CLA and establish and implement protocols to ensure all Referrals are responded to by ESIT Provider Agencies with whom the CLA subcontracts. These protocols may include a central CLA service area Referral entity, an agreement among ESIT Provider Agencies on how Referrals will be managed, reviewing data on Referrals from ESIT Provider Agencies, etc.
- (2) Ensure that all Referrals are entered into the T-DMS/ACORN within three (3) business days of receipt
- (3) Ensure that a designated qualified ESIT Provider Agency staff (FRC or Intake Coordinator) contacts the family within three (3) business days of receiving the Referral and documents the family's informed consent to accept or decline Part C of IDEA for all Referrals.
- (4) Ensure ESIT Provider Agency assigns an FRC to the family within five (5) business days of family's consent to participate in ESIT Services.
- (5) Ensure ESIT Provider Agency assigns an FRC in the T-DMS/ACORN at least one (1) day prior to the FRCs first visit.
- (6) Submit upon request, to the DCYF, documentation that a qualified ESIT Provider Agency Service Provider (FRC or Intake Coordinator):

- (a) Provided and reviewed Parent Rights with the parent(s)/guardian(s), and
  - (b) Obtained written documentation of the family's informed decision to accept or decline participation in Part C of IDEA for all Referrals.
- g. **Teaming:** The Contractor must:
- (1) Facilitate ESIT Provider Agency's use of multidisciplinary teaming practices as outlined in written guidance regarding conducting evaluations and assessments, completing child outcome measurement ratings, developing IFSPs and conducting IFSP reviews, and in providing coordinated IFSP services in accordance with the DCYF recommended practices.
- h. **Timely IFSP Meetings and Timely Service Provision in Accordance with the IFSP:** The Contractor must:
- (1) Support ESIT Provider Agencies in establishing internal processes to ensure IFSP meetings are held in accordance with required timelines and that IFSP services are provided in a timely manner.
- i. **Dispute Resolution:** The Contractor must:
- (1) Support ESIT Provider Agencies in resolving any disputes at the lowest possible level.
  - (2) Facilitate the resolution of local interagency disputes in accordance with dispute process outlined in the Local ESIT Services Collaboration Plan.
  - (3) Maintain records of all information received by the CLA related to formal disputes and the resolution of those disputes.
- j. **Staffing:** The Contractor must:
- (1) Support recruitment and retention efforts of ESIT Provider Agencies to ensure sufficient personnel to respond to Referrals.
  - (2) Ensure ESIT Provider Agencies provide FRC services within a maximum caseload ranging from fifty-five (55) to sixty-five (65) active IFSPs per 1.0 full-time equivalent (FTE). In no case, can an FRC caseload exceed sixty-five (65) for more than sixty (60) days without an exception to policy waiver submitted to [ESIT.Reports@dcyf.wa.gov](mailto:ESIT.Reports@dcyf.wa.gov) for approval.
  - (3) Ensure ESIT Provider Agencies conduct evaluations and assessments and IFSP meetings according to required timelines, and provide all IFSP services in accordance with Part C of IDEA and the DCYF Policy.
  - (4) Facilitate efforts to access personnel across counties or regions to ensure that ESIT Provider Agencies in the designated county of the CLA have adequate staffing to ensure timelines are met and to ensure that no child and family goes unserved and planning for future personnel needs based on Referral trend data.
  - (5) Ensure ESIT Services are provided Under Public Supervision.
  - (6) Ensure that all ESIT Service Providers are properly licensed and/or certified, within the State of Washington per Exhibit titled *Personnel Qualifications Guidelines*, as related to their employing agency's requirements, and such documentation of the assurance method used is on file.
- k. **Personnel Development/Training and Technical Assistance:** The Contractor must:
- (1) Ensure any new CLA Coordinator requests and completes orientation, from the DCYF Technical Assistance and Accountability and Quality Improvement Managers before the end of the Contract period.
  - (2) Ensure ESIT Provider Agencies have a comprehensive plan for recruitment and retention of ESIT Service Providers.
  - (3) Ensure ESIT Provider Agencies have a staff training plan that includes required trainings and ongoing mentorship of ESIT Service Providers who are fully and appropriately qualified to provide ESIT Services.
  - (4) Ensure ESIT Provider Agencies new ESIT Service Providers complete required training through the DCYF Training Portal as outlined in "Required Training Programs" located on



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

- (5) Ensure each ESIT Provider Agency maintain an Administrative User for the DCYF Training Portal to track training completion for staff as outlined in Exhibit titled Required Training Program.
- (6) Ensure ESIT Provider Agency staff who deliver or supervise ESIT Services continue to attend HOVRS training and Community of Practice groups offered by the DCYF.
- (7) Submit new and revised training and guidance materials to <mailto:ESIT.Reports@dcyf.wa.gov> for the DCYF review and final approval with requested timeline.
- (8) Upon request, participate in the development and review of statewide guidance materials.
- (9) Assist ESIT Provider Agencies in accessing and providing training and TA support using the DCYF developed resources (e.g. practice guides, clarification memos) and the DCYF developed training materials to support understanding and implementation of Part C of IDEA requirements and the use of scientific, research, evidence-based and/or promising practices as appropriate.
- (10) Assist ESIT Provider Agencies in accessing and providing training and TA support from external resources to support understanding and implementation of Part C of IDEA requirements and the use of scientific, research, evidence-based and/or promising practices including but not limited to Promoting First Relationships, HOVRS, and Parent Coaching methodologies.

**I. Conflict of Interest:** The Contractor must

- (1) Monitor ESIT Provider Agencies status related to Conflict of Interest in collaboration with the DCYF.
- (2) Ensure that ESIT Provider Agencies avoid a Conflict of Interest or the appearance of a Conflict of Interest, including but not limited to the abstention from soliciting families enrolled in ESIT Services for private business or personal economic gain. For Example:
  - (a) Part C of IDEA Contractors cannot make a unilateral decision to serve children ages 0-3 in private therapy without documenting that a parent has met with a qualified ESIT Provider Agency staff (FRC or Intake Coordinator) and made an informed decision about declining ESIT Services, including receiving their Parent Rights.

**m. Background Checks:** The Contractor must

- (1) Monitor that background checks are completed once every three years for all employees and in accordance with the following State legal requirements for background checks: <https://app.leg.wa.gov/RCW/default.aspx?cite=43.43.830>, WAC 110-06 <https://app.leg.wa.gov/wac/default.aspx?cite=110-06&full=true> and DCYF policy: <https://www.dcyf.wa.gov/6000-operations/6800-background-checks>

**n. Local ESIT Services Collaboration Plan:** The Contractor must

- (1) Facilitate or review and approve the development of a Local ESIT Services Collaboration Plan(s), as outlined in the Exhibit titled "Local ESIT Services Collaboration Plan, with all ESIT Provider Agencies in the designated county of the CLA, to ensure high quality, equitable services that addresses:
  - (a) Early Intervention Accountability
  - (b) Child Find, Outreach, and Referral Activities
  - (c) Evaluation and Assessment
  - (d) Family Resources Coordination
  - (e) Transition responsibilities with school districts and other early childhood partners (e.g. Head Start, ECEAP, etc.),
  - (f) Dispute resolution procedures for grievances and formal complaints among local agencies.

- (g) Signatures of participants
  - (2) Submit to [ESIT.Reports@dcyf.wa.gov](mailto:ESIT.Reports@dcyf.wa.gov) for review and approval by the DCYF within Ninety (90) days of the date of contract execution.
- o. **Service Area Agreements:**
- (1) Develop or review and submit to [ESIT.Reports@dcyf.wa.gov](mailto:ESIT.Reports@dcyf.wa.gov) , Service Area Agreements per exhibit titled *Service Area Agreement Guidance*, as necessary, to ensure that no child and family goes unserved or to delineate service area coverage when there is more than one provider in an identified Resident School District Catchment Area.
  - (2) **Regional/County/Local Early Childhood Interagency Coordinating Council:** The Contractor must:
    - (a) Participate in and support a Regional/County/Local Early Childhood Interagency Coordinating Council (CICC) or Early Learning Coalition (ELC), within the geographic ESIT Services area, to advise and assist the Contractor in the implementation of local ESIT Services in accordance with RCW 43.216.574 and in collaboration with other applicable advisory committees and early learning coalitions.
    - (b) Actively support recruitment, as applicable, of parents of children with disabilities and developmental delays and other community partners as members in accordance with the Exhibit titled *Regional-County-Local Early Childhood Interagency Coordinating Council*: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/contract-materials>
    - (c) Participate in CICC/ELC meetings two times within the contract period and more often as needs arise.
    - (d) Maintain documentation (e.g. minutes, sign-in sheet) of participation in CICC/ELC meetings.
  - (3) **Contract Monitoring and Quality Assurance:** The Contractor must:
    - (a) Use contract management oversight procedures and carry out activities to ensure contract compliance of ESIT Provider Agencies under contract with the CLA.
    - (b) In collaboration with the DCYF, assist with data collection and conduct compliance, fiscal, and quality reviews with ESIT Provider Agencies under contract with the CLA to ensure compliance with Part C of IDEA and Washington State's Annual Performance Report (APR) compliance and performance indicators, provision of quality services, use of scientific, research, evidence-based and/or promising practices as appropriate and to support overall program improvement.
    - (c) In collaboration with the DCYF provide training and TA to support ESIT Provider Agencies in developing and implementing the DCYF approved improvement plans and corrective action plans related to the DCYF monitoring that address root causes impacting compliance and/or performance.
    - (d) In collaboration with the DCYF, participate in monitoring and quality assurance activities conducted by the DCYF for ESIT Provider Agencies under contract with the CLA. Monitoring activities may include but are not limited to fiscal, dispute resolution, data management, procedural safeguards and systems for training and technical assistance.
    - (e) Use data to assist ESIT Provider Agencies progress toward improvement and/or compliance.
  - (4) **Data, Documentation and Records**
    - (a) **Data Management System:** The Contractor must:
      - i. Verify the accuracy and reliability of data entry.
      - ii. Use data for monitoring purposes on compliance and quality indicators.
      - iii. Use data for program improvement.

- iv. Support provider agencies in adding new users.
  - v. Ensure eligibility and IFSP events, including the COS, are entered in the T-DMS/ACORN within ten (10) business days of the completed activity and no later than the tenth (10<sup>th</sup>) of the following month.
- (b) Ensure that all service(s) provided to each child monthly are entered into ACORN or an Electronic Medical Record with direct connection to ACORN no later than the tenth (10<sup>th</sup>) of the following month, when made available by DCYF, in accordance with HB 1661.
- (c) **Other Documentation and Reporting:**
- i. Annually submit to the DCYF directory information for all ESIT Provider Agencies operating within the CLA service area
  - ii. Ensure ESIT Provider Agencies and ESIT Service Providers document and submit to the CLA, upon request:
    - A. Attempts made to connect with the family on multiple days over a period of at least seven (7) business days, including failed attempts.
    - B. For children who are referred but not yet found eligible, a child's record can be closed after three (3) failed attempts using at least two (2) different means of communication over a period of at least seven (7) business days.
    - C. Exit all children who have a current IFSP and are lost to services after a maximum of ninety (90) days from the T-DMS/ACORN after three (3) failed attempts on multiple days using at least two (2) different means of communication made over at least seven (7) business days.
  - iii. **Ensure all Subcontractors:**
    - A. Register for and participate in scheduled T-DMS/ACORN training and technical assistance sessions to learn how to document the provision of services provided as indicated on an active IFSP monthly for or on behalf of a child/family. Training and technical assistance sessions will require inputting a representative sampling of child/family service delivery information to practice and demonstrate efficiency with the new service delivery tracking and reporting features.
    - B. Maintain documentation of the provision of services provided as indicated on an active IFSP monthly for or on behalf of a child/family within its existing child/family recordkeeping system. Documentation of the services provided as indicated on an active IFSP in an existing child/family recordkeeping system must be made available upon request to DCYF and/or during a scheduled on-site monitoring visit.
  - iv. **Ensure all Subcontractors:**
    - A. Retain child records for six (6) years from when it was last in effect or the termination of the DCYF contract, whichever is later. Records must meet Secretary of State Standards. <https://www.sos.wa.gov/archives/recordsmanagement/managing-state-agency-records.aspx>
    - B. Records must be destroyed at the request of the parent. Destruction means to "physically destroy the record or ensure that personal identifiers are removed from a record so that the record is no longer personally identifiable.
    - C. A permanent record of a child's name, date of birth, parent contact information (including address and phone number), names of FRC and ESIT Service Provider(s), and exit data

(including year and age upon exit, and any programs entered into upon exiting) may be maintained without time limitation.

- (5) **Inventory:** The Contractor must:
- (a) Submit a written request for the purchase of all assets with a unit cost (including ancillary costs) of \$5,000 or greater.
  - (b) Maintain a list of all inventory purchased in whole or in part with the DCYF funds with unit costs of \$500 or greater, including;
    - i. Computer systems, software, laptop and notebook computers, and other approved office equipment.
    - ii. Communications and audio-visual equipment.
    - iii. Cameras and photographic projection equipment.
    - iv. Therapy appliances.
    - v. Other assets identified by the Contractor as vulnerable to loss.
  - (c) Include the following in the inventory list and supporting records, if applicable:
    - i. Description of the asset;
    - ii. Manufacturer or trade name;
    - iii. Quantity;
    - iv. Serial number;
    - v. Inventory control number;
    - vi. Contractor's acquisition date;
    - vii. Order number from purchasing document;
    - viii. Total cost or value at time of acquisition;
    - ix. Ownership status, for example if shared by multiple funding sources;
    - x. Depreciation for capital assets;
    - xi. Location of item;
    - xii. Useful life, in years; and
    - xiii. Disposal date, method, and salvage value.
- (6) **Treatment of Assets**
- (a) The Contractor holds title to equipment purchased in whole or in part with the DCYF funds.
  - (b) The Contractor must request approval from the DCYF prior to selling or disposing of equipment from the Contractor's Inventory List, and the DCYF must have the option of recapturing the equipment.
    - i. If the DCYF gives approval for the Contractor to sell the DCYF equipment, the Contractor shall use the income for ESIT Services.
    - ii. If a Contractor ceases provision of ESIT Services, the Contractor must transfer title and return to the DCYF any equipment purchased all or in part with the DCYF funds or the proceeds from current market-value sale of such equipment, at the DCYF's discretion.
    - iii. If a Contractor ceases provision of ESIT Services at a site or Subcontractor, the Contractor must transfer equipment purchased all or in part with the DCYF funds, or the proceeds from current market value sale of such equipment to another the DCYF site or return it to DCYF.
  - (c) Any property funded by the DCFY, Part C of IDEA funds must, unless otherwise provided herein or approved by DCYF, be used only for the performance of this Contract.

(7) **Other Requirements**

- (a) **Contractor Communication with the DCYF:** The Contractor must:
- i. Participate in the DCYF web-based meetings, as requested.
  - ii. Attend two (2) mandatory Regional Provider Meetings, as designated by the DCYF.
  - iii. Participate in CLA-ESIT Partnership Session meetings with the DCYF, as requested.
  - iv. Participate in technical assistance and quality improvement activities with the DCYF Staff, as requested.
  - v. Inform the Accountability and Quality Improvement Manager immediately of:
    - A. Any serious issue that impacts services for the DCYF.
    - B. Any serious issue that has potential for media coverage.
    - C. A charge or conviction against an ESIT Provider Agency staff, ESIT Service Provider, and Subcontractor for a disqualifying crime under WAC 110-06-0070  
<https://apps.leg.wa.gov/wac/default.aspx?cite=110-06-0070>.
- (b) **Outcome measure activities:** The Contractor must participate in outcome measure activities, as requested by the DCYF to help achieve the following long-term child and family outcomes, with a focus on building partnerships, using data to learn and improve, and advancing racial equity and social justice.
- i. Expected child outcomes of the DCYF are:
    - A. Positive social-emotional skills (including positive social relationships),
    - B. Acquisition and use of knowledge and skills (including early language/communication), and
    - C. Use of appropriate behaviors to meet their needs
  - ii. Expected Family outcomes are:
    - A. Know their rights,
    - B. Effectively Communicate their child's needs, and
    - C. Help their child develop and learn
- (c) **Performance-Based Contracting (PBC) in Effect September 1, 2021:** The Contractor must ensure all Subcontractors do the following:
- i. Certify monthly that services were provided to all children with an active IFSP, as submitted for billing beginning July 1, 2021.
  - ii. Participate in universal training as well as targeted and tailored technical assistance as may be needed, when provided by the DCYF
  - iii. Ensure that all service(s) provided to each child monthly are entered into ACORN or an Electronic Medical Record with direct connection to ACORN no later than the tenth (10th) of the following month, when made available by DCYF, in accordance with HB 1661.
  - iv. Quality and Outcome Measures:

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

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



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

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

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

(8) **Fiscal**

(b) **Part C of IDEA Funds:** The Contractor must maintain a financial management system that ensures federal Part C of IDEA funds are used in accordance with Part C of IDEA requirements including but not limited to:

i. **Prohibition Against Supplanting:**

- A. The Contractor must not commingle Federal Part C of IDEA funds with other funds.
- B. The Contractor must use Federal Part C of IDEA funds to supplement the level of State and local funds expended for eligible infants and toddlers with disabilities and their families, and in no case to supplant those State and local funds.

ii. **Payor of Last Resort:**

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

(c) **Budget Workbook:**

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

(d) **Budget Workbook Amendment:**

- i. Submit for prior approval a budget workbook amendment request to the [ESIT.Reports@dcyf.wa.gov](mailto:ESIT.Reports@dcyf.wa.gov) when:
    - A. Adding a subcontract.
    - B. Terminating a subcontract.
    - C. Redistributing 10% or more of the total allocation.
  - ii. Any changes must be according to the Exhibit titled *Budget Workbook Definitions and Instructions*.
  - iii. Written requests must be received at least one month prior to the effective date for any amendment.
  - iv. Final Budget Workbook Amendment requests must be received by the DCYF **no later than the first day of May**, within the Contract period.
- (e) **Request for Additional Funds:**
- i. The Contractor must notify the DCYF in writing when funding will be expended before the end of the Contract funding period and any final request for additional funds must be received by The DCYF **no later than May 1** of the Contract period.
  - ii. Requests to increase the Contract Budget must be received at least one month prior to the date the funds are needed.
  - iii. Any additional funds must be budgeted according to the Exhibit titled *Budget Workbook Definitions and Instructions*.
- (f) **Fiscal Management:** The Contractor must:
- i. Disburse, make payments and/or reimburse funds for allowable expenses.
  - ii. Certify information on the CLA invoice, sign and submit to [ESIT.Reports@dcyf.wa.gov](mailto:ESIT.Reports@dcyf.wa.gov) for payment.
  - iii. Ensure ESIT Provider Agencies refer Developmental Disabilities Administration (DDA) eligible children to DDA, or document family's informed decision to decline.
  - iv. Ensure ESIT Provider Agencies bill and collect third party sources (e.g. Medicaid, Tri-Care, and other public and private insurance) and parent fees in accordance with ESIT System of Payments and Fees Policy and Procedures.
  - v. Use funds efficiently and effectively to contain costs and provide high quality services that meet the needs of children and families and complies with Part C of IDEA requirements.
  - vi. Monitor internal use of funds and resources on an ongoing basis, including participating in the DCYF audits and fiscal integrity reviews as well as monitoring funding of subcontracts to ensure compliance with all federal, state and local mandates.
  - vii. In accordance with WAC 110-400-0140, limit Administrative Indirect costs to:
    - A. No more than ten (10) percent of the total public moneys received when providing Part C of IDEA required components or direct services, or
    - B. No more than five (5) percent of the total public moneys received when acting as a pass through for state birth to three special education or federal Part C of IDEA funding.
  - viii. Pass through ninety-five percent (95%) of the state birth to three special education fund allocation to ESIT Provider Agencies.
  - viii. Withhold no more than five percent (5%) of the total state birth to three special education funds received for in-direct costs.
  - ix. Participate in a DCYF Fiscal Integrity Review annually

### 3. COMPENSATION AND VOUCHER PAYMENT

- a. Compensation for services will be paid upon the timely completion of services and is contingent upon acceptance of relevant work products and approval of vouchers by DCYF as described in this contract.
- b. ESIT Services are funded through both state and federal funding.
- c. ESIT Provider Agencies are expected to facilitate the coordination of payment for ESIT Services from Federal, State, Local and Private Sources (including public and private insurance coverage).

- d. ESIT Provider Agencies are expected to comply with the Use of Funds requirement to expend state and federal funds for ESIT required activities in accordance with WAC 110-400-0140
- e. DCYF will reimburse ESIT Services as follows:
  - (1) State Birth to Three Special Education Funding – Fee for Service County EIS Rate not to exceed OFM’s annual allocation to DCYF.
    - (a) The Fee for Service County EIS Rate is derived from the Basic Education Allocation (BEA) rate times 1.15, for each Resident School District Catchment Area and weighted by enrollment. The County EIS Rates are based on the DCYF annual average enrollment caseload data from September 2020 – June 2021 and will periodically be adjusted in October, January, and April.
    - (b) State Birth to Three Special Education funds may be used to support Medicaid Administrative Claiming activities. These funds are not from a federal source, and DCYF is not currently using them as required match for other federal funds.
  - (2) Education Legacy Trust Account (ELTA) Annual Allocation
    - (a) The Contractor’s annual allocations are based on the ELTA’s per child rate multiplied by the DCYF annual average enrollment caseload from September 2021 through June 2021.
    - (b) Compensation is based on actual cost reimbursement not to exceed the maximum CLA’s ELTA Annual Allocation, as shown in Exhibit B, Budget.
  - (3) Part C of IDEA
    - (a) The Contractor’s annual allocations are based on the Part C of IDEA’s per child rate multiplied by the DCYF annual average enrollment caseload from September 2020 through June 2021.
    - (b) Compensation is based on actual cost reimbursement not to exceed the maximum CLA Part C of IDEA Annual Allocation, as shown in Exhibit B, Budget.
    - (c) Part C of IDEA funds used for direct ESIT Services are payer of last resort. In accordance with the requirements of 34 CFR, all other federal, state, local and/or third-party funding must be accessed and applied first.
    - (d) Part C of IDEA will supplement, not replace, existing resources including program income. Any Part C of IDEA funding that has not been utilized by June 30, 2022 will be reallocated by the DCYF.
    - (e) All expenditures must meet the federal cost principles including a number of general factors that affect the allowability of all expenditures, linking the necessity, reasonableness, and allocability of the expenditures as a direct charge to the contract.
  - (4) Unspent Part C of IDEA Unrealized Enrollment – COVID Relief Funding
    - (a) Unspent Funds used for direct ESIT Services must be payor of last resort.
    - (b) All Unrealized Enrollment – COVID Relief Funding must be spent by June 30, 2022.
    - (c) Contractor must track expenditures unique to this allocation separately.
  - (5) American Rescue Plan Act (ARPA) Funding
    - (a) All ARPA Funding must be obligated by September 30, 2023.
    - (b) Contractor must submit the “Pre-Approval and Planning Request form to ESIT.reports@dcyf.wa.gov by February 1, 2022
    - (c) Contractor must track expenditures unique to this allocation separately.
    - (d) Compensation is based on actual cost reimbursement not to exceed the maximum Allocation, as shown in Exhibit B, Budget.
    - (e) Must pass through 95% of funds to ESIT Provider Agencies, as defined in the contract, based on AAFTE.
    - (f) In accordance with WAC 110-400-0140, Administrative Indirect costs cannot

exceed 10% of public monies received.

(6) Travel

- (a) The Contractor must comply with Washington State Office of Financial Management travel policy for travel expenses directly related to services under this contract. <http://www.ofm.wa.gov/policy/10.htm>.
- (b) For reimbursement of Contractor and employee's travel expenses for ELTA and Part C of IDEA funding, attach itemized receipts to the A-19-1A invoice voucher. The optional Non-Employee Travel Reimbursement form provided by DCYF may be used and attached.
- (c) Upon DCYF request, provide receipts and other supporting fiscal documentation.
- (d) All payment documentation must be submitted to the [ESIT.Reports@dcyf.wa.gov](mailto:ESIT.Reports@dcyf.wa.gov).

(7) Voucher Verification

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

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

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

- 1) The actual number of children being billed for State Birth to Three SpEd funding, who:
  - a) Are enrolled in an EIST Provider Agency **and**
  - b) Are between the ages of birth through 2 years of age and not yet three on the first business day of the month **and**
  - c) Have an active IFSP:
    - i) based on eligibility criteria established in ESIT State Policies **and**
    - ii) which meets federal and state procedural requirements **and**
  - d) Are eligible for and receiving early intervention services.
    - i) Per SHB 2787 "For the purposes of this subsection (2) a child is receiving early intervention services if the child has received services within a month prior to the monthly count day."
- 2) The actual expenditures incurred for the month being billed for Part C of IDEA, ELTA, and Unrealized Enrollment.
- 3) In addition, included must be an expenditure detail report, showing detailed information that supports monthly expenditures for Part C of IDEA, ELTA, and Unrealized Enrollment funding.

- (b) If the DCYF is not satisfied with the performance of work, the DCYF reserves the right to refuse to pay full compensation to the Contractor. Whenever possible, the DCYF must identify any deficiencies in the Deliverables and recommend changes within thirty (30) days of receiving Deliverables. The Contractor must respond in writing within ten (10) days to indicate what steps are being taken to address identified deficiencies. Upon correction to the deficiencies to the satisfaction of the DCYF, the Contractor must receive payment.

#### 4. DELIVERABLES

- a. Reporting Requirements: The Contractor must submit Deliverables, as described in *Exhibit C, Deliverables*.
  - (1) Unless otherwise instructed, return deliverable forms in their original format, as sent to Contractors by the DCYF to: [ESIT.Reports@dcyf.wa.gov](mailto:ESIT.Reports@dcyf.wa.gov).
- b. Required Deliverables as outlined in the *Exhibit C, Deliverables*, the Deliverables for this Contract are:
  - (1) A-19 Invoices
  - (2) Audits or Other Monitoring Reports
  - (3) ESIT Service Provider/School District Contact Verification Form
  - (4) ESIT Statewide Directory Information – ESIT Contract Contact Form
  - (5) Federal Certification and Assurance
  - (6) Financial Disclosure Certification
  - (7) FY20 State & Local Revenue and Expenditure Report
  - (8) FY21 State & Local Revenue and Expenditures Report – Mid-Year
  - (9) FY21 State & Local Revenue and Expenditures Report – Year-End
  - (10) Interagency Agreements/MOAs/MOUs, if needed
  - (11) In-person Services Plan
  - (12) Local ESIT Services Collaboration Plan(s), including Service Area Agreements, if needed
  - (13) Single Monthly Count Reports
  - (14) Subcontracts, if needed
- c. Other Requirements
  - (1) Certification of Data Disposition
  - (2) Certificate of Insurance
  - (3) Confidentiality and Non-Disclosure Agreement
  - (4) DCYF Intake Form



## Exhibit B - Budget Report

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

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

Payment Point	Qty Unit	Unit Cost	Budget Limit	Note
1. State Special Education Funding	1 Sum	\$12,751,149.97	\$12,751,149.97	
1.1. Jul-Sep 21 Snohomish County EIS Rate -	Each	\$937.62	\$0.00	
1.11. Jul-Sep 21 King County EIS Rate -	Each	\$930.20	\$0.00	
1.2. Oct-Dec 21 Snohomish County EIS Rate -	Each	\$943.45	\$0.00	
1.21. Oct-Dec 21 King County EIS Rate -	Each	\$937.75	\$0.00	
1.3. Jan-Mar 22 Snohomish County EIS Rate -	Each	\$939.22	\$0.00	
1.31. Jan-Mar 22 King County EIS Rate -	Each	\$935.73	\$0.00	
1.4. Apr-June 22 Snohomish County EIS Rate -	Each		\$0.00	
1.41. Apr-June 22 King County EIS Rate -	Each		\$0.00	
2. ELTA Annual Allocation	1 Cost	\$244,607.78	\$244,607.78	
3. Part C of IDEA Annual Allocation	1 Cost	\$791,298.61	\$791,298.61	
3.1. Unrealized Enrollment	1 Cost	\$219,427.00	\$219,427.00	
4. Part C of IDEA ARPA	1 Cost	\$298,373.13	\$298,373.13	
<b>Total:</b>			<b>\$14,304,856.49</b>	

**Contract Maximum: \$14,304,856.49**

#### Contract Funding Source(s)

Federal Funds	\$1,309,098.74
State Funds	\$12,995,757.75



## FEDERAL FUNDING

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

Contractor Data Universal Number System (DUNS) #: 079247979

DCYF federal award contact: hannah.mendieta@dcyf.wa.gov

Federal Funding Source(s):

**Federal Agency:** Department of Education

**Catalog of Federal Domestic Assistance (CFDA) #:** 84.181

**Federal Award Identification Number:** H181A190128

**Federal Award Date:** 07/01/2019

**Federal Award Project Description:** Infants and Toddlers (Part C)

**Amount passed through to contract 22-1189-01:** \$21,465.64

**Contractor Indirect Cost Rate:** 10.00% of de minimus base: MTDC, as defined by 2 CFR 200.414 (f)

This funding is not for Research and Development

**Federal Agency:** Department of Education

**Catalog of Federal Domestic Assistance (CFDA) #:** 84.181

**Federal Award Identification Number:** H181A200128

**Federal Award Date:** 07/01/2020

**Federal Award Project Description:** Infants and Toddlers (Part C)

**Amount passed through to contract 22-1189-01:** \$197,961.36

**Contractor Indirect Cost Rate:** 10.00% of de minimus base: MTDC, as defined by 2 CFR 200.414 (f)

This funding is not for Research and Development

**Federal Agency:** Department of Education

**Catalog of Federal Domestic Assistance (CFDA) #:** 84.181

**Federal Award Identification Number:** H181A210128

**Federal Award Date:** 07/01/2021

**Federal Award Project Description:** Infants and Toddlers (Part C)

**Amount passed through to contract 22-1189-01:** \$791,298.61

**Contractor Indirect Cost Rate:** 10.00% of de minimus base: MTDC, as defined by 2 CFR 200.414 (f)

This funding is not for Research and Development

**Federal Agency:** Department of Education

**Catalog of Federal Domestic Assistance (CFDA) #:** 84.181X

**Federal Award Identification Number:** H181X210128

**Federal Award Date:** 07/01/2021

**Federal Award Project Description:** Infants and Toddlers (Part C) ARPA

**Amount passed through to contract 22-1189-01:** \$298,373.13

**Contractor Indirect Cost Rate:** 10.00% of de minimus base: MTDC, as defined by 2 CFR 200.414 (f)

This funding is not for Research and Development

## FEDERAL FUNDING REQUIREMENTS

1. This Contract is funded, in whole or in part, with federal funds, the Contractor makes the assurances and Certifications, and agrees to the terms and conditions contained in Federal Certifications and Assurances.
2. **Covenant Against Contingent Fees.** This Contract is funded, in whole or in part, with federal funds, the Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business. DCYF shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

3. **Single Audit Requirements.** The Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) 2 code of Federal Regulations C.F.R. 200, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DCYF, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 C.F.R. 200 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB 2 C.F.R. 200 and any successor or replacement Circular or regulation.
4. If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program- specific audit for that year. The contractor must provide a copy of the final audit report to the Federal Audit Clearinghouse within nine months of the end of the contractor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section. The Contractor must permit DCYF and auditors access to Contractor's records and financial statements as necessary for DCYF to meet federal requirements.
5. DCYF may suspend all reimbursements if the contractor fails to timely provide a single federal audit; further DCYF reserves the right to suspend any DCYF agreements with the contractor if such noncompliance is not promptly cured.
6. Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. Each cost allocation plan or indirect (F&A) cost rate proposal must comply with the following:
  - a. A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the non-Federal entity, must be certified by the non-Federal entity using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the non-Federal entity by an individual at a level no lower than vice president or chief financial officer of the non-Federal entity that submits the proposal.
  - b. Unless the non-Federal entity has elected the option under OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the non-Federal entity fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the non-Federal entity failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.
7. Certifications by non-profit organizations as appropriate that they did not meet the definition of a major nonprofit organization as defined in OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (a).
8. See also OMB 2 C.F.R. §200.450 Lobbying for another required certification.