



INTERLOCAL AGREEMENT
County Lead Agency (CLA) - Early Support Services
AMENDMENT #25-1218-02 TO CONTRACT #25-1218

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, 2026 through July 31, 2026 as follows:

CONTRACTOR BUSINESS ADDRESS

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

CONTRACTOR CONTRACT MANAGER

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

DCYF ADDRESS

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

DCYF PROGRAM CONTRACT MANAGER

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

AMENDMENT PURPOSE

THE PURPOSE OF THIS CONTRACT AMENDMENT IS to add Special Education funding County Rate(s) effective January 1, 2026, to adjust FY26 funding allocation, and to add Statement of Work language related to the opt-out policy and adjust the FY26 Part C federal grant

SECTIONS CHANGED

Exhibit A – Statement of Work, added Section 3.n.(4), (5), (6) & (8) and 3.aa.(6).
Exhibit B – Budget; updated FY26 allocations and move FY26 federal Part C \$371,258.35 from FFY2024 to FFY2025

Amendment Effective Date: January 1, 2026

Amended Contract Maximum: \$22,610,525.57

	Previous	Change	New Total
Federal Funds:	\$846,479.97	\$0.00	\$846,479.97
State Funds:	\$19,994,467.29	\$1,769,578.31	\$21,764,045.60
Totals:	\$20,840,947.26	\$1,769,578.31	\$22,610,525.57

EXHIBITS AND ATTACHMENTS

Exhibit A – Statement of Work Amendment 2 is hereby revised and replaced with Amended Exhibit A – Statement of Work Amendment 3 attached and incorporated herein as though set forth in full.

Exhibit B – Budget Amendment 2 is hereby revised and replaced with Amended Exhibit B – Budget Amendment 3 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

DEPARTMENT OF CHILDREN,
YOUTH, AND FAMILIES



Signature

Signature

Robin Atwood

MARYJANE BRELL VUJOVIC, DIRECTOR

Name

Contract Specialist

Title

Title



4/9/2026

Date

Date



Exhibit A - Statement of Work

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1. DEFINITIONS

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

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

Part C of IDEA required transition activities Staff time to complete billing for multiple programs that can be tracked by program	
Determining if staff time is a direct or indirect/admin cost: If staff are able to track the % of their time designated to Early Support Services allowable activities this is an allowable direct administrative cost.	

- c. **“CFR”** means Code of Federal Regulations.
- d. **“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.
- e. **“Conflict of Interest”** means a situation in which a person or organization is involved in multiple interests, financial or otherwise, and serving one interest could involve working against another. Typically, this relates to situations in which the personal interest of an individual or organization might adversely affect a duty owed to make decisions for the benefit of a third party. For example: Part C of IDEA Contractors cannot make a unilateral decision to serve children ages 0-3 in private therapy without documenting that a parent has met with a qualified ESIT Service Provider staff and made an informed decision about declining Early Support Services, including receiving their Parent Rights.
- f. **“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.
- g. **“Cost Principles”** are federal regulations that help determine eligible costs for specific activities identified in contracts and outline financial management requirements. They include a number of general factors that affect the allowability of all expenditures, including the necessity, reasonableness, and allocability of the expenditure as a direct charge to the IDEA Part C program. Necessary means expenditures that are driven by the purpose of the ESIT's mission and vision, and ultimately the needs of infants and toddlers with disabilities and their families. Reasonable means expenditures for goods and services do not cost more than a typical person, with ordinary prudence, would pay under the same circumstances. Allocable means that in instances where there is shared benefit, the programs involved will need to establish a methodology for determining what portion of the costs should be ascribed to each of the programs. The proportionate share of the costs that should be attributed to the Part C of the Individuals with Disabilities Education Act (IDEA) program should correspond to the amount of benefit that the program is receiving and, if other programs are receiving benefit that they also contribute to the costs.
- 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 Early Support Services are provided countywide (King, Pierce, Snohomish, and Spokane), in accordance with the CLA's contract with DCYF, Part C of IDEA, and Washington's Federally Approved State Plan. A CLA may be authorized by DCYF to provide low incidence services based on identified need.
- i. **“Culturally Responsive”**: means to include the shared social behaviors and norms within a society which can include shared knowledge, beliefs, laws, arts, customs, habits, priorities, expectations, and other shared practices. This would involve proactively engaging in ways that are appropriate within *their* cultural values, behaviors, and norms.
- j. **“Culturally Specific”**: means proactive learning and engagement regarding the distinct cultural practices of others, referencing specific elements that could be recognized as particular to *their* cultural ways.

- k. **“Cultural Adaptations”**: means making modifications to practices, customs, or expectations to better accommodate a specific culture’s values and norms. This includes providing culturally competent training to staff to ensure a comprehensive understanding of local needs, employing linguistically and culturally specific communication and access strategies, and adjusting intervention methods to align with diverse family structures and belief systems.
- l. **“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.
- m. **“Decision Tree”** means a tool the IFSP team uses to help select a Child Outcome Summary (COS) descriptor statement in three areas: a) positive social relationships, b) acquiring and using new skills, and c) taking action to meet their needs.
- n. **“DMS” or “Data Management System”** means the ESIT data management system and the database used by ESIT Provider Agencies, ESIT Service Providers, and Subcontractors to enter required State and Federal data.
- o. **“ESIT” or “Early Support for Infants and Toddlers”** means the Part C of IDEA Statewide program.
- p. **“ESIT Credential”** means that all Initial training requirements have been met and the ESIT service provider is fully qualified to provide Part C services in their discipline. The Credential is valid for 3 years.
- q. **“ESIT Provider Agency”** means any DCYF approved organization including but not limited to a public, private, tribal, or non-profit entity including a School District, that provides all Early Support Services including Family Resources Coordination in accordance with the CLA or ESIT Provider Agency contract with the DCYF, Part C of IDEA, and Washington’s Federally Approved State Plan regardless of whether or not the entity receives federal funds under Part C of IDEA. (Listed as EISPA in WAC 110-140).
- r. **“Early Support Services” or “ESIT Services” or “Services”** means direct “early intervention services”, as defined in Part C of IDEA, and the Washington State Policies and Procedures, Policy 2 Definitions. (Sec. 303.13 Early intervention services - Individuals with Disabilities Education Act)
- s. **“ESIT Service Provider”** means an individual, that is either an employee or Subcontractor, who provides Early Support Services in accordance with the CLA or ESIT Provider Agency contract with the DCYF, Part C of IDEA, and Washington’s Federally Approved State Plan regardless of whether or not the entity or individual receives federal funds under Part C of IDEA.
- t. **“FRC” or the “Family Resources Coordinator”** is the individual who assists an eligible child and his/her family in gaining access to the Early Support Services and other resources, as identified in the IFSP, and in receiving their rights and procedural safeguards of the ESIT program, and as further defined in the DCYF State Plan Part II, Policy 2 Definitions and under Service Coordination (case management) in 34 CFR §303.34.
- u. **“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.
- v. **“IFSP” or the “Individualized Family Service Plan”** means the written plan required for providing Early Support Services to an eligible child and the child’s family, per Washington’s Federally Approved State Plan.
- w. **“Interagency Agreement”** is the means by which two governmental entities contract with each other per RCW 39.34.

- x. **“Informal Complaint”** means taking steps to resolve a concern, usually for minor issues, aiming for direct resolution through open communication and understanding without using a formal grievance procedure.
- y. **“Local Early Support Services Collaboration Plan”** means a local plan that is facilitated and monitored by the CLA or developed and implemented by ESIT Provider Agencies in the CLA service area, with advice and assistance from the Early Childhood Interagency Coordinating Council. Participant’s signatures document their contribution to the plan. This Plan ensures collaboration and coordination of Early Support Services in the designated service area.
- z. **“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.
- aa. **“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.
- bb. **“Prohibition Against Supplanting”**, also known as “Maintenance of Effort” under 34 CFR §303.225, means that the Federal funds made available under section 643 of the Act to the State: (1) Will not be commingled with State funds; and (2) Will be used so as to supplement the level of State and local funds expended for infants and toddlers with disabilities and their families and in no case to supplant those State and local funds.
- cc. **“Referral”** means any infant and toddler, under the age of three years, potentially eligible for Early Support Services under Part C of IDEA that has been identified and referred for evaluation to an ESIT Provider Agency or ESIT Service Provider.
- dd. **“Regional/County/Local Early Childhood Interagency Coordinating Council” or “CICC”** means a geographic entity comprised of membership from various early childhood programs/initiatives, parents and other service providers to coordinate and enhance existing Early Support Services and assist each community to meet the needs of infants and toddlers with disabilities and their families as outlined in RCW 43.216.574. The SICC shall identify and work with Regional/County/Local Early Childhood Interagency Coordinating Councils.
- ee. **“Reliable Data”** means the data is complete, consistent and repeatable. This means if the same data were to be collected and measured again under the same conditions, it would yield the same results. For example, the data is stable and consistent over time and across different contexts.
- ff. **“Resident School District Catchment Area”** means the [geographic boundaries delineating residency of students](#) as defined by the Office of Superintendent of Public Instruction.
- gg. **“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 Subparts B and C.
- hh. **“State Performance Plan/Annual Performance Report” (SPP/APR)** means a state performance plan/annual performance report that evaluates the state’s efforts to implement the requirements and purposes of Part C of IDEA and describes how the state will improve its implementation. The SPP/APR includes indicators that measure child and family outcomes and other indicators that measure compliance with the requirements of Part C of IDEA
- ii. **“Statement of Work”** – The detailed description of services to be performed by the Contractor and set forth in the contract.
- jj. **“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.
- kk. **“Three Prong Approach”** means a protocol for addressing vision and hearing at initial IFSP and annual reviews which identify risk factors and follow up plan to address if needed. The three

components include parent interview and review of medical records, a developmental checklist, and observation of eyes, ears, and behaviors.

- ll. **“Timely Data”** means the data is current and up-to-date. This means data is available when needed and represents reality from the required points in time and reflects the latest information. For example, outdated data can lead to obsolete insights and decisions.
- mm. **“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.
- nn. **“Valid Data”** means the data reflects the intended purpose. Data is considered valid if it conforms to predefined standards, rules, and formats, ensuring it is appropriate and sufficient for its intended use. For example, a date field should only contain valid dates, not alphanumeric characters.
- oo. **“WAC” or “Washington Administrative Code”** means rules that codify the regulations of the executive branch agencies and are issued by authority of statutes.

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

- a. The full text for each of the authorities and standards that must be followed for implementation of the ESIT program, under this Contract, as listed below.
- b. Individuals with Disabilities Education Act (IDEA), Part C (20 USC Code Subchapter III): <https://sites.ed.gov/idea/statute-chapter-33/subchapter-III>
- c. Individuals with Disabilities Education Act (IDEA) Part C Regulations (Part 303)—Early Intervention Program for Infants and Toddlers with Disabilities: <https://sites.ed.gov/idea/regs/c>
- d. Family Educational Rights and Privacy Act (FERPA) Regulations (34 CFR Part 99): <https://www.ecfr.gov/current/title-34/subtitle-A/part-99>
- e. OMB Uniform Guidance Subpart E (2 CFR § 200): <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>
- f. Revised Code of Washington (RCW), Chapter 43.216 RCW Department of Children, Youth and Families – Early Childhood Education and Assistance. <https://app.leg.wa.gov/RCW/default.aspx?cite=43.216>
- g. Washington Administrative Code (WAC) (Chapter 110-400 WAC): <https://apps.leg.wa.gov/wac/default.aspx?cite=110-400>
- h. Washington’s Federally Approved State Plan, including:
 - (1) Part I Washington State’s IDEA, Part C Grant Application for current Federal Fiscal Year <https://www.dcyf.wa.gov/sites/default/files/pdf/reports/ESIT-StatePlan2018.pdf>
 - (2) Part II Washington’s State Policies, Procedures, Methods, Descriptions, and Assurances: <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/policies-procedures>.

3. **SCOPE OF WORK**

- a. The Contractor must implement all County Lead Agency (CLA) Administrative and Oversight provisions in this scope of work and implement and/or Subcontract the ESIT Service Provisions in the Exhibit titled *ESIT Provider Agency-ESIT Service Provider Subcontract Requirements*.
- b. The Contractor must ensure the provision of staff and Early Support Services, in accordance with Sec. 303.13 Early Intervention Services - Individuals with Disabilities Education Act, within the constraints of the approved Budget, FTE(s), and as defined in the Exhibit titled *Fiscal Workbook Definitions and Instructions*; and otherwise all things reasonably necessary for, or incidental to, the performance of the work, as set forth in this Contract.
- c. County Lead Agency (CLA) Administrative Functions and Oversight: The Contractor must provide oversight and support to ESIT Provider Agencies in King, Snohomish County as well as carry out all administrative functions associated with operating the CLA including but not limited to the following:

- (1) Internal Agency Policies and Procedures: The Contractor must:
 - (a) Establish and implement written internal agency policies and procedures that comply with Federal and State requirements, including WACs and the DCYF policies and procedures. These internal policies and procedures must include but not be limited to the administration and fiscal management of the CLA, subcontracting and providing oversight of ESIT Provider Agencies, carrying out monitoring and quality assurance activities and providing training and technical assistance to ESIT Provider Agencies.
- (2) Administration and Management: The Contractor must:
 - (a) Ensure there are sufficient administrative personnel with necessary expertise to manage and operate the CLA and provide oversight of any Subcontractors to ensure compliance with State and federal requirements.
 - (b) Meet regularly with ESIT Provider Agencies to assess program's strengths and needs and ensure there is sufficient capacity to manage and operate the ESIT Provider Agencies.

d. Early Support Service Area: The Contractor must:

- (1) Provide administrative support to ESIT Provider Agencies to ensure they have the capacity to serve all children referred and found eligible for Early Support Services within their designated service area boundaries as outlined in the service area agreement.
- (2) The Contractor must ensure a response to all Referrals and provide all Early Support Services for those children found eligible within the following Resident School District Catchment Area (s), by OSPI Assigned County:
 - Snohomish Arlington School District
 - Snohomish Darrington School District
 - Snohomish Edmonds School District
 - Snohomish Everett School District
 - Snohomish Granite Falls School District
 - Snohomish Index School District
 - Snohomish Lake Stevens School District
 - Snohomish Lakewood School District
 - Snohomish Marysville School District
 - Snohomish Monroe School District
 - Snohomish Mukilteo School District
 - Snohomish Snohomish School District
 - Snohomish Stanwood-Camano School District (Snohomish Co)
 - Snohomish Sultan School District
 - King Northshore School District (Snohomish Co)
- (3) Ensure that for each Resident School District Catchment Area located within two counties, a Service Area Agreement, MOU, or MOA that defines service area boundaries when more than one CLA ESIT Provider Agency is serving a Resident School District Catchment Area is developed, reviewed annually, approved, and submitted to DCYF by December 31st of the contract period, if applicable.

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

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

f. Referral: The Contractor must:

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

g. Teaming: The Contractor must:

- (1) Facilitate ESIT Provider Agency's use of multidisciplinary teaming practices as outlined in written guidance regarding conducting evaluations and assessments, completing child outcome measurement ratings, developing IFSPs and conducting IFSP reviews, and in providing coordinated IFSP services in accordance with the DCYF recommended practices.
- (2) Ensure ESIT Provider Agencies include specialists, such as but not limited to, Deaf/Hard of Hearing, Blind/Low Vision, and or Deaf Blind, in all IFSP development and reviews, when appropriate, regardless if provider is employed or contracted by the EIPA.

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

- (1) Support ESIT Provider Agencies in establishing internal processes to ensure screenings, evaluations, and assessments are carried out and conducted in accordance with the following:
 - (a) 34 CFR 303.321 Part C of IDEA
 - (b) DCYF Policies and Procedures
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/policies-procedures>
 - (c) DCYF Practice Guides:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
 - (d) Exhibit titled Qualified Personnel Guidelines:
https://www.dcyf.wa.gov/sites/default/files/pdf/esit/Qualified_Personnel_Guidelines.pdf
 - (e) Exhibit Titles Developmental Screening-Appropriate Use:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/contract-materials>

- (2) Ensure ESIT Provider Agencies use the Three Prong Approach protocol to document vision and hearing screenings for every child's initial evaluation and annual assessment.
 - (3) Ensure ESIT Provider Agencies enter the following eligibility determination information into the DMS within ten (10) business days of the event:
 - (a) Evaluations and assessments for all developmental domains, including the use of the Three Prong Approach protocol for vision and hearing.
 - (b) If a child is determined not eligible, the following must be entered before closing the record:
 - i. Evaluations and assessments for all developmental domains, including the use of the Three Prong Approach protocol for vision and hearing.
 - (4) Ensure ESIT Provider Agencies enter COS information into the DMS within ten (10) business days
- i. Timely IFSP Meetings and Service Provision in Accordance with the IFSP: The Contractor must:
- (1) Support ESIT Provider Agencies in establishing internal processes to ensure the following IFSP meetings are held in accordance with Part C of IDEA timelines and that IFSP services are provided in a timely manner:
 - (a) An initial IFSP meeting to develop an initial IFSP for children who are determined eligible for Part C of IDEA, within forty-five (45) calendar days of Referral.
 - (b) An IFSP review at least every six (6) months or more frequently if warranted.
 - (c) An annual IFSP meeting to evaluate the IFSP within 365 calendar days of the initial IFSP.
 - (d) An IFSP meeting to develop a transition plan for every child. This meeting can be combined with any IFSP meeting.
 - (e) A transition conference for children potentially eligible for Part B, unless declined by the family, at least ninety (90) days prior to the child's third (3rd) birthday. This meeting can be combined with any IFSP meeting.
 - (2) Review and verify data to account for the reasons for delays, including exceptional family circumstances, impacting the timeliness of IFSP meetings as outlined in the ESIT program policies and procedures and the Late Referrals – Timelines and Transition Requirements Practice Guide:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
 - (3) Ensure ESIT Provider Agencies engage all families in the Entry and Exit COS process utilizing the Decision Tree as described in the Engaging Families in a Meaningful Way Practice Guidance:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
- j. Family Resources Coordination: The Contractor must:
- (1) Ensure ESIT provider agencies hire sufficient personnel to respond to Referrals and provide FRC services within a maximum caseload of fifty-five (55) active IFSPs per 1.0 full-time equivalent (FTE) performing core service coordination activities and functions in accordance with ESIT Policy and Procedures. Caseload must be adjusted proportionately when assigned other duties. In no case, can an FRC caseload exceed fifty-five (55) for more than sixty (60) days without an exception to policy waiver submitted to the DCYF for approval. Ensure ESIT Provider Agencies assign an FRC in the DMS at least one (1) business day prior to the FRCs first scheduled visit.
 - (2) Ensure all FRCs hold a current ESIT Credential in accordance with the following document located on the DCYF website titled Qualified Personnel Guidelines:
<https://www.dcyf.wa.gov/services/early-learning-providers/qualifications/esit/qualified-personnel-guidelines>

- (3) Ensure ESIT Provider agencies support the FRC as an integral team member and facilitator of the IFSP process, in the provision of Early Support Services along with other ESIT service providers.
 - (4) Ensure that ESIT Provider Agencies have a plan in place to assure there is no break in FRC services.
 - (5) Ensure ESIT Provider agencies carry out all FRC activities as outlined in the ESIT program policies and procedures, and 34 CFR 303.34, including but not limited to providing parent rights and procedural safeguards, facilitating IFSP meetings, coordinating Early Support Services, assisting families in accessing community resources, etc.
- k. Early Support Service Provision: The Contractor must:
- (1) Ensure ESIT Provider Agencies provide timely services in accordance with the IFSP and Part C of IDEA.
 - (2) Ensure a monthly service (which includes family resource coordination) was provided in order to access funding for Early Support Services.
 - (3) Ensure Early Support Services are initiated within thirty (30) days of the parent's signature or on or before the planned start date on the IFSP.
 - (4) Ensure the documentation of late other and exceptional family circumstances, impacting the timeliness of initiating IFSP services are in accordance with the DCYF program policies and procedures and the Late Services – Provision and Documentation Practice Guidance:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
Ensure
- l. Natural Environments: The Contractor must:
- (1) Ensure ESIT Provider Agencies provide all services in the child's natural learning environment(s) unless:
 - (a) A justification is provided as to why the child's outcome(s) cannot be met in a natural environment, and
 - (b) A plan addressing a limited time period for providing Early Support Services in a setting other than a natural learning environment is included as outlined in the DCYF policies and procedures and Natural Environments Practice Guide:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
- m. Evidence-based/Promising Practices: The Contractor must:
- (1) Ensure ESIT Provider Agencies use evidence-based and/or promising practices from practitioner's professions that meet the needs of children and families and promote and strengthen the capacity of parents and other caregivers to provide everyday learning opportunities for their child and increase child participation in daily activities and family routines.
 - (2) Ensure ESIT Provider Agencies use Family Centered, Coaching and Teaming practices to meet the needs of children and families and promote and strengthen the capacity of parents and other caregivers to provide everyday learning opportunities for their child and increase child participation in daily activities and family routines as described in the ESIT Guiding Concepts:
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
- n. Transition: The Contractor must:
- (1) Support ESIT Provider Agencies in establishing internal processes, in accordance with Part C of IDEA and DCYF policies and procedures, to ensure the identification, notification, and transition process occurs.
 - (2) Ensure a transition plan is developed for every child with an active IFSP at least ninety (90) days, and at the discretion of all parties, not more than nine (9) months, prior to the child's third (3rd) birthday.

- (3) Ensure a transition conference is held for every child determined to be potentially eligible for Part B services, unless declined by the child's family:
 - (a) No later than ninety (90) days prior to the child's third (3rd) birthday, and at the discretion of all parties, not more than nine (9) months before the child's third birthday.
 - (b) If timely notification is provided and Part B does not respond or fails to attend the transition conference, the ESIT provider agency must still hold the transition conference and use the conference meeting to develop or revise the transition plan in the child's IFSP.
 - (c) For those children determined not to be potentially eligible or those who opt-out of the notification to Part B, reasonable efforts must be made to convene a transition conference among the ESIT Provider Agency, the family, and providers of other appropriate services for the child and use the conference meeting to develop or revise the transition plan in the child's IFSP.
 - (d) The IFSP meeting to develop a transition plan or convene the transition conference can be held together or in conjunction with an initial, review, or annual IFSP meeting.
- (4) Ensure the identification of children who are potentially eligible for Part B services or who opt-out of the Part B notification are entered into the DMS.
- (5) Ensure ESIT Provider Agencies comply with the Early Childhood Transition: Parental Opt-Out Policy.
- (6) Ensure no information has been sent to the resident school district when a family opts out of the Part B notification.
- (7) Ensure late referrals are processed in accordance with the "Late Referrals: Timelines and Transition Requirements" – Practice Guide
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/practice-guidance>
- (8) Ensure ESIT Provider Agencies complete the Parental Opt-Out Form in [Smartsheet](#) provided by DCYF within ten (10) days of parents' decision to opt-out, or opt back in.
- o. Procedural Safeguards: The Contractor must:
 - (1) Ensure ESIT Provider Agencies implement all procedural safeguards requirements in accordance with the DCYF policies and procedures.
<https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/policies-procedures>
- p. Confidentiality: The Contractor must
 - (1) Ensure ESIT Provider Agencies protect the confidentiality of any personally identifiable data, information and records collected, maintained, or used in accordance with Part C of IDEA, HIPPA standards, and DCYF requirements and maintain a written record of parties obtaining access to records collected, obtained, or used under Part C of IDEA
- q. Dispute Resolution: The Contractor must:
 - (1) Support ESIT Provider Agencies in resolving any disputes at the lowest possible level.
 - (2) Facilitate the resolution of local interagency disputes in accordance with dispute process outlined in the Local Early Support Services Collaboration Plan.
 - (3) Ensure the CLA and ESIT Provider Agencies maintain records of information related to both informal and formal disputes and complaints, how they were resolved, and complete the Smartsheet provided by DCYF.
- r. Staffing: The Contractor must:
 - (1) Support recruitment and retention efforts of ESIT Provider Agencies to ensure sufficient personnel to respond to Referrals.
 - (2) Facilitate efforts to access personnel across counties or regions to ensure that ESIT Provider Agencies in the designated county of the CLA have adequate staffing to ensure timelines are met and to ensure that no child and family goes unserved and planning for future personnel needs based on Referral trend data.

- (3) Ensure Early Support Services are provided Under Public Supervision.
 - (4) Ensure that all ESIT Service Providers are properly licensed and/or certified, including the ESIT Credential, when made available by the DCYF, within the State of Washington per the Exhibit titled *Qualified Personnel Guidelines*, unless an exemption has been approved by the DCYF, as related to their employing agency's requirements, and such documentation of the assurance method used is on file. <https://www.dcyf.wa.gov/services/early-learning-providers/qualifications/esit/qualified-personnel-guidelines>
- s. Personnel Development/Training and Technical Assistance. The Contractor must:
- (1) Ensure any new CLA or ESIT Provider Agency program Administrator requests and completes orientation, from the DCYF ESIT program before the end of the Contract period or within 120 days from date of hire, whichever is later.
 - (2) Ensure ESIT Provider Agencies have a comprehensive plan for recruitment and retention of ESIT Service Providers.
 - (3) Ensure all ESIT Service Providers create an account within the DCYF training portal: <https://dcyftraining.com>
 - (4) Ensure ESIT Provider Agency staff, ESIT Service Providers, and subcontractors complete required training through the DCYF training portal as outlined in Exhibit titled "Training and Credential Requirements": <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/training>.
 - (5) Ensure all ESIT Provider Agency staff, ESIT Service Providers, and subcontractors create an account within the DCYF Learning Management System to complete required training.
 - (6) Ensure ESIT Provider Agencies maintain at least one training contact with an account in the DCYF Learning Management System to track training completion for staff.
 - (a) Complete the following form to request access for a new training contact: <https://app.smartsheet.com/b/form/fc026826ba22476cb03a1e5e259196f5>
 - (7) Disseminate information about ongoing professional development opportunities offered by the DCYF as advertised on the DCYF website, ESIT Weekly, Training Tidbit Newsletter, and other communications.
 - (8) Assist ESIT Provider Agencies in accessing and providing training and TA support using the DCYF developed resources (e.g. practice guides, clarification memos) and the DCYF developed training materials to support understanding and implementation of Part C of IDEA requirements and the use of evidence-based and/or promising practices as appropriate.
 - (9) Assist ESIT Provider Agencies in accessing and providing training and TA support from external resources to support understanding and implementation of Part C of IDEA requirements and the use of evidence-based and/or promising practices including but not limited to Promoting First Relationships (PFR), Home Visiting Rating Scale (HOVRS), and Parent Coaching methodologies.
 - (10) Ensure ESIT Provider Agencies provide employee orientation training on current DCYF policies, procedures, and other guidance documents.
 - (11) Ensure ESIT Provider Agencies disseminate the DCYF resource materials to ESIT Service Providers and Subcontractors and invite participation in other training and technical assistance opportunities.
 - (12) Ensure ESIT Provider Agencies and Subcontractors seek DCYF approval prior to adapting any DCYF provided forms/publications.
 - (13) Ensure ESIT Provider Agencies and Subcontractors submit new and revised training and guidance materials developed using sources outside of the DCYF provided materials to ESIT.Reports@dcyf.wa.gov .

- (14) ESIT Provider Agencies and County Lead Agencies are strongly encouraged to use the materials ESIT has provided when developing materials regarding state policy and guidance.
 - (15) Upon request, participate in the development and review of statewide guidance materials.
- t. Conflict of Interest: The Contractor must
- (1) Monitor ESIT Provider Agencies status related to Conflict of Interest in collaboration with the DCYF.
 - (2) Ensure that ESIT Provider Agencies avoid a Conflict of Interest or the appearance of a Conflict of Interest, including but not limited to the abstention from soliciting families enrolled in Early Support Services for private business or personal economic gain. For Example:
 - (a) Part C of IDEA Contractors cannot make a unilateral decision to serve children ages 0-3 in private therapy without documenting that a parent has met with a qualified ESIT Provider Agency staff (FRC or Intake Coordinator) and made an informed decision about declining participation in Early Support Services, including receiving their Parent Rights.
 - (b) ESIT Provider Agencies and Subcontractors cannot make a unilateral decision to serve children ages 0-3 residing outside of their service area without first referring the child to the ESIT Provider Agency serving the child's Resident School District Catchment Area. If a parent chooses to enroll with an ESIT Provider Agency outside their service area, documentation must be provided, upon request, that:
 - i. The parent met with a qualified ESIT Provider Agency staff from the child's Resident School District Catchment Area (FRC or Intake Coordinator), and
 - ii. Made an informed decision about declining participation in Early Support Services, including receiving their Parent Rights, and/or
 - iii. Obtain approval from DCYF of an exception based on a family's unique needs or circumstances or the Child's Resident School District ESIT Provider Agency capacity. This exception allows the ESIT Provider Agency in the out-of-service area to bill for applicable DCYF funding.
- u. Background Checks: The Contractor must
- (1) Ensure that FBI background checks are completed once every three years for all ESIT service providers, subcontractors and/or volunteers in the CLA geographic area who may have unsupervised access to children in accordance with the following State legal requirements for background checks:
 - (a) RCW 43.43.830 <https://app.leg.wa.gov/RCW/default.aspx?cite=43.43>,
 - (b) Chapter 110-06 WAC <https://app.leg.wa.gov/wac/default.aspx?cite=110-06&full=true> and
- v. Local Early Support Services Collaboration Plan: The Contractor must
- (1) Facilitate or review and approve the development of Local Early Support Services Collaboration Plan(s) or Local Strategic Plan(s), as outlined in the Exhibit titled "Local Early Support Services Collaboration Plan, with all ESIT Provider Agencies in the designated county of the CLA, to ensure high quality, equitable Early Support Services that addresses:
 - (a) Early Support Services Accountability
 - (b) Child Find, Outreach, and Referral Activities
 - (c) Evaluation and Assessment
 - (d) Family Resources Coordination
 - (e) Transition responsibilities with school districts and other early childhood partners (e.g. Head Start, ECEAP, etc.),

- (f) Dispute resolution procedures for grievances and formal complaints among local agencies.
- (g) Signatures of participants
- (2) The plan(s) must include Service Area Agreements, as necessary to ensure that no child and family goes unserved or to delineate service area coverage when there is more than one ESIT Provider Agency serving an identified Resident School District Catchment Area as outlined in Exhibit titled Service Area Agreement Guidance.
- (3) The plan(s) must be reviewed annually, and changes submitted to DCYF in accordance with the Exhibit titled *Local Early Support Services Collaboration Plan*.
 - (a) Signatures for reviews are not required
 - (b) Maintain documentation that collaborators were involved in the review and provide to the DCYF upon request.
 - (c) Submit revised plans to ESIT.reports@dcyf.wa.gov
- w. Regional/County/Local Early Childhood Interagency Coordinating Council: The Contractor must:
 - (1) Participate in and support a Regional/County/Local Early Childhood Interagency Coordinating Council (CICC) or Early Learning Coalition (ELC), within the geographic Early Support Services area, to advise and assist the Contractor in the implementation of local Early Support Services in accordance with RCW 43.216.574 and in collaboration with other applicable advisory committees and early learning coalitions.
 - (2) Actively support recruitment, as applicable, of parents of children with disabilities and developmental delays and other community partners as members in accordance with the Exhibit titled *Regional-County-Local Early Childhood Interagency Coordinating Council*: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/contract-materials>
 - (3) Participate in meetings as outlined in the Exhibit titled Regional-County-Local Early Childhood Interagency Coordinating Council.
 - (4) Maintain documentation (e.g., minutes, sign-in sheet) of participation in CICC/ELC meetings.
- x. Agency Administration and Management: The Contractor must ensure ESIT Provider Agencies have sufficient administrative personnel with necessary expertise to manage and operate the agency and provide oversight of any Subcontractors to ensure compliance with state and federal requirements.
- y. Contract Monitoring and Quality Assurance: The Contractor must:
 - (1) Use contract management oversight procedures and carry out monitoring and quality assurance activities to ensure contract compliance of ESIT Provider Agencies under contract with the CLA.
 - (2) Participate in regular in-depth financial reviews of the Contractor's expenditures charged to the Contract. In preparation for the review, the Contractor shall provide to DCYF upon request the financial documents listed below. Based upon this review, if questions arise, DCYF may request additional data and documentation.
 - i. Contractor's most recent Annual Financial Audit, Single or Program-Specific Audit, as applicable
 - ii. General Ledger activity detail of all expenditures allocated to this Contract incurred within the dates to be determined and in agreement with A-19 invoices submitted to DCYF. Detail will be defined by DCYF and will include indirect costs, accounts payable transactions, and time and effort transactions;
 - iii. Contractor's Indirect Cost Allocation Plan or Indirect Cost Proposal, or Indirect Rate Agreement, whichever is applicable;
 - iv. Chart of Accounts;
 - v. Written policies and procedures to include, but not limited to: budget, cost allocation, indirect costs, accounts payable, payroll, procurements, sub-recipients/subcontractors, travel, equipment/inventory processes and any other policies/procedures specific to the funding sources

- vi. Other detailed supporting financial documentation upon request-such as employee time sheets, travel and major expense documentation-to be further defined by DCYF.
- (3) Assist the DCYF with ensuring data collected for Washington State's State Performance Plan/Annual Performance Report is accurate and conduct verification of correction of findings as issued by DCYF for SPP/APR compliance indicators for ESIT Provider Agencies under contract with the CLA.
 - (4) Support ESIT Provider Agencies under contract with the CLA to meet performance indicator targets that are part of the Washington State's State Performance Plan/Annual Performance Report and included in a Local System Improvement Plan.
 - (5) Consistent with WAC 110-400, State Policies and Procedures, and written Guidance Memos issued by the DCYF and published on the DCYF website, ensure ESIT Provider Agencies under contract with the CLA are supported in making overall program improvement.
 - (6) Verify accuracy of the Single Monthly Count (SMC) report for each ESIT Provider Agency under contract with the CLA and submit an aggregated SMC report to the DCYF.
 - (7) Provide training and TA to support ESIT Provider Agencies in implementing the DCYF Determination Levels Actions and Supports Rubric, approved improvement plans and corrective action, correcting non-compliance found in contract compliance monitoring, and/or to address known performance concerns.
 - (8) In collaboration with the DCYF, participate in the development and implementation of the ESIT Statewide Integrated Monitoring System framework, including monitoring ESIT Provider Agencies, under contract with the CLA, according to the State's monitoring cycle, using E-SIMS tools, identifying non-compliance and performance issues on quality indicators, issuing findings, and verifying correction of non-compliance. E-SIMS components include:
 - (a) Evidence-based Practices
 - (b) Data
 - (c) Fiscal Accountability
 - (d) Dispute Resolution
 - (e) Child and Family Record Reviews
 - (9) Consult with the designated Accountability and Quality Improvement Specialist to verify identified non-compliance prior to issuing findings of non-compliance as part of the Part C of IDEA final monitoring report.
 - (10) Participate in planned Inter-Rater Reliability activities annually to ensure valid and reliable implementation of required monitoring instrument(s).
 - (11) Courtesy copy the Accountability and Quality Improvement Manager on all formal Part C of IDEA monitoring communications (e.g. engagement letter, final report, correction of non-compliance), associated with the ESIT Statewide Integrated Monitoring System for all ESIT Provider Agencies and ESIT Service Providers under contract with the CLA.
 - (12) Submit to ESIT.Reports@dcyf.wa.gov documentation, bi-annually, for the tracking, timely correction, and reporting of all identified Part C of IDEA findings of non-compliance for inclusion in the federal State Performance Plan/Annual Performance Report under Indicator C12.
 - (13) Develop, implement, and monitor a Local System Improvement Plan with all ESIT Provider Agencies in the CLA service area that address the following:
 - (a) Performance Based Contracting Quality and Outcome Measures
 - (b) Determinations
 - (c) ESIT Provider Agency identified training and technical assistance needs.
 - (d) Non-compliance
 - i. Use data to assist ESIT Provider Agencies progress toward improvement and/or compliance.

- ii. Provide a right of access to its facilities to DCYF, personnel authorized by DCYF, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract. DCYF will work with Contractor to determine a mutually acceptable date
 - iii. If DCYF (a) encounters non-compliance with the terms outlined in this Contract on the part of the Contractor, or (b) is not satisfied with the quality of the Contractor's work, DCYF will make a reasonable attempt to assist Contractor with technical assistance to resolve issues that impede quality and compliance. In the event that compliance and/or quality issues are not resolved through standard technical assistance, Contractor will be engaged in corrective action.
- z. Technical Assistance and Training for Continuous Quality Improvement and Compliance: In collaboration with the DCYF, the Contractor must identify and monitor technical assistance and training needs of ESIT Provider Agencies and access to these supports to enhance program improvement and ensure compliance. This should occur following both internal quality assurance activities as well as participation in the DCYF and CLA monitoring and continuous quality assurance activities.
- aa. Data, Documentation and Records
 - (1) Data Management System: The Contractor must:
 - (a) Verify the accuracy, validity, and reliability of data entry.
 - (b) Use data for monitoring compliance and quality indicators.
 - (c) Use data for program improvement.
 - (d) Support provider agencies in adding new users.
 - (e) Ensure eligibility and IFSP events, including the COS, are entered in the DMS within ten (10) business days of the completed activity and no later than the tenth (10th) of the following month.
 - (2) Ensure ESIT Service Providers initiate Early Support Services within thirty (30) days of the parent's signature, or on or before the planned start date including documenting programmatic reasons and exceptional family circumstances resulting in reasons for delay.
 - (3) Ensure ESIT Provider Agencies enter data in the DMS to maintain a current list of all ESIT Service Providers and subcontractors providing Early Support Services and submit Service Provider Verification lists quarterly via SmartSheet link provided by the DCYF.
 - (4) Ensure all ESIT service providers and subcontractors using the DMS receive the required training before assuming these duties and that they are subscribed to the DMS GovDelivery.
 - (5) Ensure that all early support service(s) provided to each child monthly are entered into the DMS or an Electronic Medical Record with direct connection to the DMS no later than the tenth (10th) of the following month, when made available by DCYF, in accordance with Chapter 43.216 RCW.
 - (6) Ensure ESIT Provider Agencies document the parents' decision to opt out or opt back in to the Part B Transition Notification via the [Smartsheet link](#) provided by DCYF, within ten (10) days of the parents' decision.
- bb. Use of Data: The Contractor must ensure ESIT Provider Agencies use DMS data reports and functions for:
 - (1) Monitoring timelines and compliance.
 - (2) Internal quality assurance purposes including program improvement.
 - (3) Managing caseloads and staffing.

- (4) Informing financial planning and fiscal management.
- cc. Other Documentation and Reporting:
- (1) Annually submit to the DCYF Statewide Directory information for all ESIT Provider Agencies operating within the CLA service area
 - (2) Ensure ESIT Provider Agencies and ESIT Service Providers exit children from the DMS according to the following and submit to the CLA or DCYF, upon request:
 - (a) For children who are referred but do not yet have an IFSP, a child's record can be closed after three (3) failed attempts using at least two (2) different means of communication over a period of at least ten (10) business days and provide prior written notice including parent rights.
 - (b) Exit all children who have a current IFSP and are lost to Early Support Services after a maximum of ninety (90) days from the DMS after three (3) failed attempts on multiple days using at least two (2) different means of communication made over at least ten (10) business days and provide prior written notice including parent rights.
- dd. Service Provision: The Contractor must ensure all Subcontractors:
- (1) Register for and participate in scheduled DMS training and technical assistance sessions to learn how to document the provision of Early Support Services provided as indicated on an active IFSP monthly for or on behalf of a child/family. Training and technical assistance sessions will require inputting a representative sampling of child/family service delivery information to practice and demonstrate efficiency with the new service delivery tracking and reporting features.
 - (2) Maintain documentation of the provision of Early Support Services provided as indicated on an active IFSP monthly for or on behalf of a child/family within its existing child/family recordkeeping system. Documentation of the Early Support Services provided as indicated on an active IFSP in an existing child/family recordkeeping system must be made available upon request to DCYF.
- ee. System of Payment and Fees (SOPAF): The Contractor must:
- (1) Ensure ESIT Provider Agencies under contract with the CLA maintain documentation supporting the implementation of the SOPAF policy and procedures for each child receiving Early Support Services related to but not limited to:
 - (a) Receipt of Procedural Safeguards, including parent rights
 - (b) Permission or declination to bill public and/or private insurance
 - (c) Determination of Ability and Inability to Pay
 - (d) Billing families' co-pays, co-insurance, deductibles, and monthly participation fees
 - (e) Approval of hardship exemptions
 - (f) Updating the SOPAF form annually or as required to document changes in:
 - i. Insurance Coverage
 - ii. Income
 - iii. Expenditures
 - iv. Increased Frequency/Intensity/Duration of Services
- ff. Record Retention: The Contractor must ensure all Subcontractors:
- (1) Retain child records, electronic, digital, and/or paper, for six (6) years from when it was last in effect or the termination of the DCYF contract, whichever is later. Records must meet Secretary of State Standards.
<https://www.sos.wa.gov/archives/recordsmanagement/managing-state-agency-records.aspx>
 - (2) Records, electronic, digital, and/or paper, must be destroyed at the request of the parent. Destruction means to "physically destroy the record or ensure that personal identifiers are removed from a record so that the record is no longer personally identifiable, and

- (3) A permanent record, electronic and/or paper, of a child's name, date of birth, parent contact information (including address and phone number), names of FRC and ESIT Service Provider(s), and exit data (including year and age upon exit, and any programs entered into upon exiting) may be maintained without time limitation in accordance with 34 CFR 303.416.
- (4) Submit to ESIT.Reports@dcyf.wa.gov, the Certification of Data Disposition form within fifteen (15) calendar days of the destruction of records e.g. electronic or paper.

gg. Inventory: The Contractor must:

- (1) Submit a written request for pre-approval to ESIT.Reports@dcyf.wa.gov for the purchase, in whole or in part with ESIT funds, of all assets with a unit cost (including ancillary costs) of at least \$10,000 or greater.
- (2) Maintain a list of all inventory purchased in whole or in part with the DCYF funds with unit costs of at least \$500 or greater, including;
 - (a) Computer systems, software, laptop and notebook computers, and other approved office equipment.
 - (b) Communications and audio-visual equipment.
 - (c) Cameras and photographic projection equipment.
 - (d) Therapy appliances.
 - (e) Other assets identified by the Contractor as vulnerable to loss.
- (3) Include the following in the inventory list and supporting records, if applicable:
 - (a) Description of the asset;
 - (b) Manufacturer or trade name;
 - (c) Quantity;
 - (d) Serial number;
 - (e) Inventory control number;
 - (f) Contractor's acquisition date;
 - (g) Order number from purchasing document;
 - (h) Total cost or value at time of acquisition;
 - (i) Ownership status, for example if shared by multiple funding sources;
 - (j) Depreciation for capital assets;
 - (k) Location of item;
 - (l) Useful life, in years; and
 - (m) Disposal date, method, and salvage value.

hh. Purchase Approvals: The Contractor must:

- (1) Obtain prior written approval from DCYF before purchasing, in whole or in part with ESIT funds, of all assets with a unit cost (including ancillary costs) of at least \$10,000 or greater.
- (2) Conduct all procurement transactions in a manner that provides full and open competition and is consistent with the standards of RCW 39.26 and CFR § 200.320.
 - (a) Direct Buy
 - i. All Procurement transactions with a total of \$40,000 or less may be purchased without competition.
 - (b) Competitive Procurement

- i. Formal procurement methods are required when the value of the procurement transaction is over Direct Buy Level. Formal procurement methods are competitive and require public notice.
 - ii. Request for proposals require all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to public notice must be considered.
 - iii. Contracts must be awarded to the bidder responsible whose proposal is most advantageous considering price and other factors.
 - (c) Maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price
- ii. Treatment of Assets
 - (1) The Contractor holds title to equipment purchased in whole or in part with the DCYF funds.
 - (2) The Contractor must request approval from the DCYF prior to selling or disposing of equipment from the Contractor's Inventory List, and the DCYF must have the option of recapturing the equipment.
 - (a) If the DCYF gives approval for the Contractor to sell the DCYF equipment, the Contractor shall use the income for Early Support Services.
 - (b) If a Contractor ceases provision of Early Support Services, the Contractor must transfer title and return to the DCYF any equipment purchased all or in part with the DCYF funds or the proceeds from current market-value sale of such equipment, at the DCYF 's discretion.
 - (c) If a Contractor ceases provision of Early Support Services at a site or Subcontractor, the Contractor must transfer equipment purchased all or in part with the DCYF funds, or the proceeds from current market value sale of such equipment to another the DCYF site or return it to DCYF.
 - (3) Any property funded by the DCFY, Part C of IDEA funds must, unless otherwise provided herein or approved by DCYF, be used only for the performance of this Contract.
- jj. Other Requirements
 - (1) Contractor Communication with the DCYF:The Contractor must:
 - (a) Participate in the DCYF web-based meetings, as requested.
 - (b) Attend mandatory Statewide and Regional Provider Meetings, as designated by the DCYF.
 - (c) Participate in CLA-ESIT Partnership Session meetings with the DCYF, as requested.
 - (d) Participate in technical assistance and quality improvement activities with the DCYF Staff, as requested.
 - (e) Inform the Accountability and Quality Improvement Manager immediately of:
 - i. Any serious issue that impacts Early Support Services for the DCYF.
 - ii. Any serious issue that has potential for media coverage.
 - iii. A charge or conviction against an ESIT Provider Agency staff, ESIT Service Provider, and Subcontractor for a disqualifying crime under WAC 110-06-0070 <https://apps.leg.wa.gov/wac/default.aspx?cite=110-06-0070>.
- kk. Outcome measure activities: The Contractor must participate in outcome measure activities, as requested by the DCYF to help achieve the following long-term child and family outcomes, with a focus on building partnerships, using data to learn and improve, and advancing racial equity and social justice.
 - (1) Expected child outcomes of the DCYF are:

- (a) Positive social-emotional skills (including positive social relationships),
 - (b) Acquisition and use of knowledge and skills (including early language/communication), and
 - (c) Use of appropriate behaviors to meet their needs
- (2) Expected Family outcomes are:
- (a) Know their rights,
 - (b) Effectively Communicate their child's needs, and
 - (c) Help their child develop and learn
- ll. Performance-Based Contracting (PBC): The Contractor must ensure all Subcontractors do the following:
- (1) Certify monthly that Early Support Services were provided to all children with an active IFSP, as submitted for billing.
 - (2) Participate in universal training as well as targeted and tailored technical assistance as may be needed, when provided by the DCYF
 - (3) Ensure that all ESIT service(s) provided to each child monthly are entered into the DMS or an Electronic Medical Record with direct connection to the DMS no later than the tenth (10th) of the following month, when made available by DCYF, in accordance with Chapter 43.216 RCW.
 - (4) Develop a Local System Improvement Plan to address any unmet statewide targets for the performance Indicators as identified in the State Performance Plan/Annual Performance Report and reported on the annual Provider Agency Data Profile.
 - (5) Ensure ESIT Provider Agencies under contract with the CLA review and adhere to the Exhibit titled ESIT PBC Logic Model.
- mm. In-person Services:
- (1) The Contractor must ensure Subcontractors:
 - (a) Offer and provide in-person early support services in accordance with the following:
 - (b) Local health jurisdictions, Washington State Department of Health (DOH) and Centers for Disease Control and Prevention (CDC) guidance.
- nn. Mandatory Reporters: The Contractor, ESIT Provider Agencies, ESIT Service Providers and Subcontractors are mandatory reporters of abuse and neglect involving children and vulnerable adults, , in accordance with Chapter 26.44 RCW, and vulnerable adults, in accordance with Chapter 74.34 RCW, and [Mandatory Reporting of Child Abuse and Neglect | Washington State Department of Children Youth and Families](#) and participate in training, as needed.
- oo. Subcontracting: The Contractor must:
- (1) Subcontract with ESIT Provider Agencies and, upon approval by the DCYF, ESIT Service Providers to ensure comprehensive Early Support Services are available to all eligible infants and toddlers and their families in the CLA designated area.
 - (2) Ensure Subcontractor adheres to requirements outlined in the Exhibit titled *ESIT Provider Agency-ESIT Service Provider Subcontract Requirements*.
 - (3) Ensure Subcontractors providing more than one (1) type of direct Early Support Service, complete an Annual Fiscal Workbook - Budget Projection and ESIT Revenue and Expenditure Year-End Report, approved by the CLA, and submitted to DCYF by September 30.
 - (4) Ensure Subcontractors have a written payor of last resort policy and consistent protocols and procedures to address the collection of delinquent payments that are implemented equitably for all families.
 - (5) Notify the DCYF of any subcontract changes.

- (6) Ensure Subcontractor services are delivered according to Part C of IDEA and this Statement of Work.
- (7) Ensure audit and monitoring results are submitted to ESIT.Reports@dcyf.wa.gov.
- (8) Demonstrate Subcontractors are meeting all requirements as outlined in this Statement of Work.
- (9) Ensure Subcontracts include:
 - (a) All language from the Exhibit titled *ESIT Provider Agency-ESIT Service Provider Subcontract Requirements*.
 - (b) A detailed division of responsibilities between the Subcontractor and Contractor.
 - (c) A list of deliverables the Subcontractor must submit to the Contractor, with due dates.
 - (d) A plan to remedy noncompliance with the terms and conditions of the Subcontract, found during a monitoring process.

pp. Fiscal

- (1) Part C of IDEA Funds: The Contractor must maintain a financial management system that ensures federal Part C of IDEA funds are used in accordance with Part C of IDEA requirements including but not limited to:
 - (a) Prohibition Against Supplanting, also known as Maintenance of Effort:
 - i. The Contractor must not commingle Federal Part C of IDEA funds with other funds.
 - ii. The Contractor must use Federal Part C of IDEA funds to supplement the level of State and local funds expended for eligible infants and toddlers with disabilities and their families, and in no case to supplant those State and local funds.
 - iii. While accountability for maintenance of effort resides fully with the DCYF, and the obligation for meeting maintenance of effort requirements is calculated at the state level, all ESIT Provider Agencies, aligned with County Lead Agency reporting structures, are directly responsible for tracking and reporting valid, reliable, accurate, and timely revenue and expenditure data on an annual basis. The County Lead Agency must notify the DCYF in writing if they anticipate more than a 10% change, increase or decrease, in a single source or amount of revenue of local county funds used in support of Early Support Services.
 - (b) Payor of Last Resort:
 - i. Use Federal Part C of IDEA funds as Payor of Last Resort for direct Early Support Services.
 - ii. Funds must not be used to satisfy a financial commitment for Early Support Services that otherwise would have been paid for in-full or in-part from another public or private funding.
 - iii. Federal funds may be used to cover the remainder of a partially covered cost.
 - iv. Federal funds may be used for county infrastructure costs necessary for the provision of pass-through for direct Early Support Services, such as family/parent advocate positions or positions that do not provide direct ESIT Services.
- (2) Use of Funds:
 - (a) Contractors may not purchase meals or light refreshments for meetings using DCYF funding.
 - (b) Ensure that all expenditures meet the federal cost principles as a direct charge, per [2 CFR 200.400 – 200.475](#).

- (c) Ensure compliance with use of funds guidance and requirements as set forth in state and federal law, and in accordance with [WAC 110-400-0140](#), including the limit to Administrative Indirect costs.
 - (d) Use fiscal and programmatic data to develop, manage and maintain a final contract operating budget, delineated by fund source(s), to provide Early Support Services to eligible infants and toddlers and their families.
 - (e) Must identify funds for direct ESIT Services, subcontracting, and indirect costs.
 - (f) Must track all public fund sources separately.
 - (g) Submit to ESIT.Reports@dcyf.wa.gov an Annual Budget Projection on the document titled Fiscal Workbook for approval 30-days from contract execution.
- (3) Fiscal Workbook:
- (a) Submit for prior approval a Fiscal Workbook - Budget Projection Revision request to the ESIT.Reports@dcyf.wa.gov when:
 - i. Adding a subcontract.
 - ii. Terminating a subcontract.
 - iii. Redistributing 10% or more of the total allocation between Fiscal Workbook – Budget Projection categories.
 - iv. There is more than a 10% variance of total allocation as a result of a contract amendment.
 - (b) Any changes must be according to the Exhibit titled *Fiscal Workbook Definitions and Instructions*.
 - (c) Written requests must be received at least one (1) month prior to the effective date for any revision.
 - (d) Final Fiscal Workbook - Budget Projection Revision requests must be received by the DCYF no later than May 1 of the Contract period.
- (4) Request for Additional Part C of IDEA Funds:
- (a) The Contractor must notify the DCYF in writing when funding will be expended before the end of the Contract funding period and any final request for additional funds must be received by DCYF **no later than April 1** of the Contract period.
 - (b) One-time additional funds requests are contingent upon the availability of unspent Part C funds from a previous state fiscal year
 - (c) Eligibility Criteria for request:
 - i. Request is for a one-time expense, not a typical or ongoing cost of the ESIT program
 - ii. Budget shortfall is due to unforeseen circumstances.
 - iii. All other available fund sources are being utilized to their maximum potential
- (5) Fiscal Management:
- (1) The Contractor must:
 - (a) Disburse, make payments and/or reimburse funds for allowable expenses.
 - (b) Certify information on the CLA invoice, sign and submit to ESIT.Reports@dcyf.wa.gov for payment.
 - (c) Ensure ESIT Provider Agencies refer Developmental Disabilities Administration (DDA) eligible children to DDA, or document family's informed decision to decline.
 - (d) Ensure ESIT Provider Agencies bill and collect third party sources (e.g. Medicaid, Tri-Care, and other public and private insurance) and parent fees (including co-pays, co-insurance, deductibles, or a monthly participation fee) in accordance with ESIT System of Payments and Fees Policy and Procedures.

- (e) Use funds efficiently and effectively to contain costs and provide high quality Early Support Services that meet the needs of children and families and complies with Part C of IDEA requirements.
- (f) Monitor internal use of funds and resources on an ongoing basis, including participating in the DCYF audits and fiscal integrity reviews as well as monitoring funding of subcontracts to ensure compliance with all federal, state, and local mandates.
- (g) In accordance with WAC 110-400-0140, limit Administrative Indirect costs to:
 - i. No more than ten (10) percent of the total public moneys received when providing Part C of IDEA required components or direct Early Support Services, or
 - ii. No more than five (5) percent of the total public moneys received when acting as a pass through for state birth to three special education, ELTA, or federal Part C of IDEA funding.
- (h) Pass through ninety-five percent (95%) of the state birth to three special education fund allocation to ESIT Provider Agencies.

4. COMPENSATION AND VOUCHER PAYMENT

- a. Compensation for services will be paid upon the timely completion of services and is contingent upon acceptance of relevant work products and approval of vouchers by DCYF as described in this contract.
- b. Ensure ESIT Provider Agencies and ESIT Service Providers facilitate the coordination of payment for Early Support Services from Federal, State, Local and Private Sources (including public, TRICARE, and private insurance coverage).
- c. DCYF will reimburse the CLA for Early Support Services as follows:
 - (1) State Birth to Three Special Education Funding
 - (a) The State Special Ed 0-3 Funds is a Per-Child Allocation Methodology. Per-Child Allocation Methodology is a fee for services payment method. Contractors are reimbursed the County EIS Rate, assigned to each Resident School District Catchment Area, for each child counted on the Contractor's single monthly count report each month. County EIS rates will be adjusted to reflect the updated BEA rates made available by OSPI in October, January, and April of each contract year. County EIS Rates not to exceed OFM's annual allocation to DCYF.
 - (b) State Birth to Three Special Education funds may be used to support Medicaid Administrative Claiming activities. These funds are not from a federal source, and DCYF is not currently using them as required match for other federal funds.
 - (2) Education Legacy Trust Account (ELTA)
 - (a) The Contractor's annual allocations are based on the ELTA's per child rate multiplied by the DCYF annual average/actual enrollment caseload
 - (b) Compensation is based on actual cost reimbursement not to exceed the maximum CLA's ELTA Annual Allocation, as shown in Exhibit B, Budget.
 - (c) Funds must be used for the provision of direct Early Support Services and may include administrative costs directly associated with the delivery of services.
 - (d) Any ELTA funding that has not been utilized by the end of the contract period will revert to DCYF and will not roll forward to the next fiscal year.
 - (3) Part C of IDEA
 - (a) The Contractor's annual allocations are based on the Part C of IDEAs per child rate multiplied by the DCYF annual average/actual enrollment caseload
 - (b) Compensation is based on actual cost reimbursement not to exceed the maximum CLA Part C of IDEA Annual Allocation, as shown in Exhibit B, Budget.
 - (c) Part C of IDEA funds used for direct Early Support Services are payer of last

resort. In accordance with the requirements of 34 CFR, all other federal, state, local and/or third-party funding must be accessed and applied first.

- (d) Part C of IDEA will supplement, not replace, existing resources including program income.
 - (e) Any Part C of IDEA funding that has not been utilized by the end of the contract period will revert to DCYF and will not roll forward to the next fiscal year.
 - (f) All expenditures must meet the federal cost principles including a number of general factors that affect the allowability of all expenditures, linking the necessity, reasonableness, and allocability of the expenditures as a direct charge to the contract.
 - (g) Equity in Access Federal Part C Funds will be used by contractor to remove barriers to equitable access to services which may impede participation, access to services and outcomes, in accordance with the Department of Education's General Education Provisions Act (GEPA), section 427(b), and as required by Washington State Policy 1.B.1(a) – (d). Each contractor must submit an Equity in Access Plan for approval that outlines how the funds will address barriers and support equitable access to ESIT services. Compensation is based on actual cost reimbursement and not to exceed the maximum ESIT Provider Agency's Part C of IDEA Annual Allocation, as shown in Exhibit B, Budget.
- (4) Travel
- (a) The Contractor must comply with the Washington State Office of Financial Management travel policy for travel expenses directly related to services under this contract. <http://www.ofm.wa.gov/policy/10.htm>.
 - (b) For reimbursement of Contractor and contractor staff travel expenses for ELTA, and Part C of IDEA funding, attach itemized receipts to the A-19-1A invoice voucher. The optional Non-Employee Travel Reimbursement form provided by DCYF may be used and attached.
 - (c) Upon DCYF request, provide receipts and other supporting fiscal documentation.
 - (d) All payment documentation must be submitted to: ESIT.Reports@dcyf.wa.gov.
- (5) Voucher Verification
- (a) Prior to payment under this contract, the DCYF must review and approve all data regarding Early Support Services rendered; receipt of Deliverables, due according to Exhibit C, Deliverables; completion of activities, as detailed in this contract; and receipt of a properly completed Form A-19-1A Invoice Voucher as described below:
 - i. Submit a properly completed State Form A-19-1A Invoice Voucher, provided by the DCYF, with payment point.
 - A. Completed Form A-19-1A Invoice Voucher must include:
 - 1) The actual number of children being billed for State Birth to Three SpEd funding, who:
 - a) Are enrolled in an ESIT Provider Agency and
 - b) Are between the ages of birth through 2 years of age and not yet three on the day(s) of service delivery and
 - c) Have an active IFSP:
 - i) based on eligibility criteria established in ESIT State Policies and
 - ii) which meets federal and state procedural requirements and
 - d) Are eligible for and receiving early intervention services.

- i) Per RCW 43.216.580 - <https://app.leg.wa.gov/RCW/default.aspx?cite=43.216.580>: “For the purposes of this subsection (2) a child is receiving early intervention services if the child has received services within the same month as the monthly count day, which is the last business day of the month.”
- 2) The actual expenditures incurred for the month being billed for Part C of IDEA and ELTA.
- 3) All properly completed invoices will be processed for payment within 30 days of receipt.
- 4) In addition, included must be an expenditure detail report, showing detailed information that supports monthly expenditures for Part C of IDEA, and ELTA funding. This could include:
 - a) Monthly or Quarterly Expense Summary as produced by an accounting system and clearly detailing expenses incurred for each Payment Point in that period's A-19-1A Voucher;
 - b) Monthly or Quarterly Payroll Summary for each staff person paid under the contract for that period; and/or
 - c) Invoice documentation supporting payment for contracted services, as appropriate.
- (b) If the DCYF is not satisfied with the performance of work, the DCYF reserves the right to refuse to pay full compensation to the Contractor. Whenever possible, the DCYF must identify any deficiencies in Deliverables and recommend changes within thirty (30) days of receiving Deliverables. The Contractor must respond in writing within ten (10) days to indicate what steps are being taken to address identified deficiencies. Upon correction of the deficiencies to the satisfaction of the DCYF, the Contractor must receive payment.

5. DELIVERABLES

- a. Reporting Requirements: The Contractor must submit Deliverables, as described in *Exhibit C, Deliverables*.
 - (1) Unless otherwise instructed, return deliverable forms in their original format, as sent to Contractors by the DCYF to: ESIT.Reports@dcyf.wa.gov.
- b. Required Deliverables as outlined in the *Exhibit C, Deliverables*, the Deliverables for this Contract are:
 - (1) ESIT Statewide Directory - Contract Contact Form - annually, 30 days from contract execution and as changes occur for the CLA and ESIT Provider Agencies under contract with the CLA.
 - (2) FY25-26 Annual Fiscal Workbook - Budget Projection- Contractor - annually, 30 days from contract execution and as changes occur.
 - (3) FY25-26 Annual Fiscal Workbook - Budget Projection – Subcontractors, by September 30th and as changes occur.
 - (4) FY25-26 Fiscal Workbook – ESIT Revenue and Expenditure Report Year End for FY24-25 for the CLA and ESIT Provider Agencies under contract with the CLA - annually, by September 30th after the end of the contract year.
 - (5) Service Provider Verification – submit via SmartSheet link provided by the DCYF quarterly on July 31st, October 31st, January 31st, and April 30th.

- (6) Local Interagency Agreements/MOAs/MOUs, if needed, immediately upon development and as changes occur thereafter for the CLA and ESIT Provider Agencies under contract with the CLA.
 - (7) Subcontracts, if needed, prior approval from DCYF required, for the CLA and ESIT Provider Agencies under contract with the CLA – immediately upon development and as changes occur thereafter.
 - (8) Local Early Support Services Collaboration Plan, including Service Area Agreements, for the CLA and/or ESIT Provider Agencies under contract with the CLA, if needed, – immediately upon development and as changes occur thereafter.
 - (9) Audits or Other Monitoring Reports for the CLA and ESIT Provider Agencies under contract with the CLA - within two-weeks of receipt
- c. Other Reporting Requirements
- (1) Single Monthly Count Reports, monthly, on or before the 20th of the month
 - (2) A-19-1A Invoices, all invoices must be received by July 31st.
 - (3) Certificate of Insurance two-weeks after renewal for the CLA
 - (4) Certification of Data Disposition, within fifteen (15) calendar days of the destruction of records e.g. electronic or paper for the CLA and ESIT Provider Agencies under contract with the CLA.
 - (5) Confidentiality and Non-Disclosure Agreement initially and ongoing as staff changes occur for the CLA and ESIT Provider Agencies under contract with the CLA.
 - (6) DCYF Intake Form initially and ongoing as staff changes occur for the CLA



Exhibit B - Budget Report

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

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

Payment Point	Qty Unit	Unit Cost	Budget Limit	Note
1. State Special Education 0-3 Funding	1 Sum	\$21,463,093.55	\$21,463,093.55	
1.1. July-Aug 25 County EIS Rate - Snohomish	Each	\$1,081.01	\$0.00	
1.11. July-Aug 25 County EIS Rate - King	Each	\$1,079.69	\$0.00	
1.2. Sept 25 County EIS Rate - Snohomish	Each	\$1,128.01	\$0.00	
1.21. Sept 25 County EIS Rate - King	Each	\$1,126.63	\$0.00	
1.3. Oct-Dec 25 County EIS Rate - Snohomish	Each	\$1,156.93	\$0.00	
1.31. Oct-Dec 25 County EIS Rate - King	Each	\$1,151.76	\$0.00	
1.4. Jan-Mar 26 County EIS Rate - Snohomish	Each	\$1,157.15	\$0.00	
1.41. Jan-Mar 26 County EIS Rate - King	Each	\$1,151.78	\$0.00	
1.5. Apr-June 26 County EIS Rate - Snohomish	Each		\$0.00	
1.51. Apr-June 26 County EIS Rate - King	Each		\$0.00	
2. ELTA Annual Allocation	1 Cost	\$236,824.43	\$236,824.43	
3. Part C of IDEA Annual Allocation	1 Cost	\$742,069.17	\$742,069.17	
3.1. Equity in Access	1 Cost	\$104,410.80	\$104,410.80	
4. E-SIMS Planning & Implementation	1 Cost	\$30,000.00	\$30,000.00	
4.1. Enhanced Training and Support	1 Cost	\$34,127.62	\$34,127.62	
Total:			\$22,610,525.57	

Contract Maximum: \$22,610,525.57

Contract Funding Source(s)

Federal Funds	\$846,479.97
State Funds	\$21,764,045.60

FEDERAL FUNDING

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

Contractor SAM Unique Entity Identify (UEI) #: LG8NG8JNJD83
DCYF federal award contact: dcyf.costallocalandgrantsmgmt@dcyf.wa.gov
Federal Funding Source(s):

Federal Agency: Department of Education
Assistance Listing Number (ALN) #: 84.181
Federal Award Identification Number: H181A240128
Federal Award Date: 07/01/2024
Federal Award Project Description: Infants and Toddlers (Part C)
Amount passed through to contract 25-1218-02: \$846,479.97
Contractor Indirect Cost Rate: 5.00% of de minimus base: MTDC, as defined by 2 CFR 200.414 (f)
This funding is not for Research and Development

FEDERAL FUNDING REQUIREMENTS

1. This Contract is funded, in whole or in part, with federal funds, the Contractor makes the assurances and Certifications, and agrees to the terms and conditions contained in Federal Certifications and Assurances.
2. **Covenant Against Contingent Fees.** This Contract is funded, in whole or in part, with federal funds, the Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business. DCYF shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.
3. **Single Audit Requirements.** The Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) 2 code of Federal Regulations C.F.R. 200, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Assistance Listing Number (ALN) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DCYF, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 C.F.R. 200 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB 2 C.F.R. 200 and any successor or replacement Circular or regulation.
4. If the Contractor expends \$1,000,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program- specific audit for that year. The contractor must provide a copy of the final audit report to the Federal Audit Clearinghouse within nine months of the end of the contractor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section. The Contractor must permit DCYF and auditors access to Contractor's records and financial statements as necessary for DCYF to meet federal requirements.

5. DCYF may suspend all reimbursements if the contractor fails to timely provide a single federal audit; further DCYF reserves the right to suspend any DCYF agreements with the contractor if such noncompliance is not promptly cured.
6. Certification of cost allocation plan or indirect (facilities & administrative (F&A)) cost rate proposal. Each cost allocation plan or indirect (F&A) cost rate proposal must comply with the following:
 - a. A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the non-Federal entity, must be certified by the non-Federal entity using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the non-Federal entity by an individual at a level no lower than vice president or chief financial officer of the non-Federal entity that submits the proposal.
 - b. Unless the non-Federal entity has elected the option under OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the non-Federal entity fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the non-Federal entity failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.
7. Certifications by non-profit organizations as appropriate that they did not meet the definition of a major nonprofit organization as defined in OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (a).
8. See also OMB 2 C.F.R. §200.450 Lobbying for another required certification.

Total Allocation Jul-Sept 25	Total AAFTE Oct - Nov & Dec 25 Estimate	County Rate effective Oct - 25	Total Estimated Allocation Oct - Dec 25	ESIT AAFTE Dec 25	County Rate effective Jan-26	Total Estimated Allocation Jan - Jun 26	Total Estimated State Special Education Funding FY26	ELTA Per Child Rate	Estimated ELTA Allocation FY26
172,585.53	153.00	1,156.93	177,010.29	51.00	1,157.15	354,087.00	703,682.82	155.98	8906.46
21,432.19	24.00	1,156.93	27,766.32	7.20	1,157.15	49,988.76	99,187.27	155.98	982.67
1,229,530.90	1,083.00	1,156.93	1,252,955.19	362.20	1,157.15	2,514,712.02	4,997,198.11	155.98	54452.62
873,079.74	724.50	1,156.93	838,195.79	249.80	1,157.15	1,734,332.04	3,445,607.57	155.98	41147.52
106,032.94	105.00	1,156.93	121,477.65	33.20	1,157.15	230,503.68	458,014.27	155.98	5038.15
0.00	0.00	1,156.93	0.00	0.00	1,157.15	0.00	0.00	155.98	62.39
485,044.30	459.00	1,156.93	531,030.87	148.20	1,157.15	1,028,935.20	2,045,010.37	155.98	21338.06
130,849.16	108.00	1,156.93	124,948.44	37.30	1,157.15	258,969.54	514,767.14	155.98	5287.72
533,548.73	475.50	1,156.93	550,120.22	158.10	1,157.15	1,097,669.70	2,181,338.65	155.98	21260.07
251,546.23	195.00	1,156.93	225,601.35	69.70	1,157.15	483,918.90	961,066.48	155.98	8766.08
610,253.41	538.50	1,156.93	623,006.81	179.90	1,157.15	1,249,024.56	2,482,284.78	155.98	27530.47
239,138.12	226.50	1,156.93	262,044.65	73.10	1,157.15	507,524.70	1,008,707.47	155.98	11573.72
98,136.87	75.00	1,156.93	86,769.75	27.00	1,157.15	187,457.82	372,364.44	155.98	5256.53
115,057.02	93.00	1,156.93	107,594.49	32.50	1,157.15	225,643.68	448,295.19	155.98	4991.36
4,866,235.14	4,260.00		4,928,521.82	1,429.20		9,922,767.60	19,717,524.56		216,593.82
436,005.81	375.00	1,151.76	431,910.00	127.00	1,151.78	877,653.18	1,745,568.99	155.98	20230.61
436,005.81	375.00		431,910.00	127.00		877,653.18	1,745,568.99		20,230.61
5,302,240.95	4,635.00		5,360,431.82	1,556.20		10,800,420.78	21,463,093.55		236,824.43
						5%	1,073,154.68	Total State	21,764,045.60
						95%	20,389,938.87		

