

2022-2023 ECEAP Client Service Contract
Exhibit A: Statement of Work

1. INTRODUCTION

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

2. DEFINITIONS

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

- a. “Ancillary costs” means all costs and expenses associated with or arising from a purchase such as, but not limited to shipping, handling, taxes, or installation.
- b. “Complex Needs Funding” is specific funding designated by the Washington State Legislature to provide additional support in ECEAP classrooms to further integrate children with developmental delays, disabilities, or challenging behaviors due to complex trauma. ECEAP Contractors may apply for this funding annually.
- c. “Concrete goods and services of last resort” means the provision of resources with ECEAP funding in situations where ECEAP families have no other community- or government-based resources to meet immediate need(s). Using ECEAP funding in these circumstances is a research-supported approach that increases family strengths, enhances child development, and reduces the likelihood of child abuse and neglect.
- d. “Contractor” means an organization that is a public or private organization, including, but not limited to school districts, educational service districts, community and technical colleges, private businesses, Tribal Sovereign Nations, local governments, or nonprofit organizations (per [RCW 43.216.515](#)) providing ECEAP services under a signed contract with DCYF.
- e. “DCYF” means the Department of Children, Youth, and Families of Washington State; any division, section, office, unit or other entity of DCYF; or any of the officers or other officials lawfully representing DCYF.
- f. “Early Achievers” means Washington’s quality rating and improvement system (QRIS), to help early care and education programs offer high-quality care that supports each child’s learning and development.
- g. “ECEAP services” means administration, enrollment and eligibility, human resources, health coordination, education, and family support and engagement services as defined by this Contract and in Exhibit E, ECEAP Performance Standards.

- h. "ELMS" means the Early Learning Management System, the database where Contractors enter program and child information.
- i. "GOLD[®] by Teaching Strategies" means the proprietary child assessment system developed by Teaching Strategies, LLC, and used to assess multiple developmental domains for all ECEAP children.
- j. "Indirect costs" means the shared costs of an organization necessary to the operation and the performance of its programs. This may include fiscal, payroll, information technology, human resources and other costs associated with operating and maintaining staff and workspace.
- k. "Licensed provider" means an individual or entity that provides child care and early learning services for a group of children, birth through twelve years of age that is licensed by the DCYF, pursuant to RCW [43.216.295](#), unless exempt under RCW [43.216.010](#)(2) and WAC [110-300-0025](#).
- l. "Licensed exempt provider" means an individual or entity that provides child care and early learning services for a group of children, birth through twelve years of age, that is exempt from licensing requirements by the DCYF, pursuant to RCW [43.216.295](#), based upon RCW [43.216.010](#)(2) and WAC [110-300-0025](#).
- m. "Limited English proficiency" (LEP) means a person's primary language is other than English and there is a limited ability to communicate in English.
- n. "MERIT" means the Managed Education and Registry Information Tool, Washington's online database for early care and education professionals to find training, information on career pathways, track their career progress, and request portable background checks. ECEAP lead teachers, assistant teachers, and family support staff enter their staff qualifications in MERIT.
- o. "Non-classroom staff" means staff members who do not work in the ECEAP classroom and would have unsupervised access to ECEAP children, such as bus drivers, kitchen, and custodial staff.
- p. "Non-traditional remote service" (NTRS) means service delivery other than in-person due to an emergency situation.
- q. "Slots" means the number of available spaces for enrolled ECEAP children at any one time. More than one child may occupy a slot in the course of a school year, as children leave the program and new children are enrolled. Standard Part Day and School Day slots are generally funded at an administrative rate during July, August, and June and at a comprehensive services rate from September to May. If approved herein, ECEAP Summer Services for School Day slots are funded in July and August at the monthly comprehensive services slot rate. If approved herein, Summer Family Support Services are funded in July and August at a monthly per slot rate determined by DCYF.
 - (1) "Part Day" slot means a minimum of three (3) hours per class session, 360 hours per year, and 30 weeks per year.
 - (2) "School Day" slot means an average of six hours per day (5.5-6.5), a minimum of 1,000 hours per year, over at least 30 calendar weeks. Classes may be four or five days per week throughout the school year.
 - (3) "Working Day" slot means a minimum of 2,370 hours a year, ten (10) or more hours per day, five (5) days per week, and year round. Closures are allowed up to 23 days per year.
 - (4) "Summer Services School Day" slot means an average of six hours per class session per day, four or five days per week, available throughout July and August.
 - (5) "Summer Family Support Services" means augmented in-person services for children and families throughout July and August.
- r. "Tribal Sovereign Nation" (termed as *Indian Tribe* in Exhibit D General Terms and Conditions) means the federally recognized Tribe that has executed this Contract and its designated subdivisions and agencies performing services pursuant to this Contract and includes the Tribal Sovereign Nation's officers, employees, and/or agents. For purposes of any permitted Subcontract, *Tribal Sovereign Nation* includes any Subcontractor of the Tribal Sovereign Nation and the Subcontractor's owners, members, officers, directors, partners, employees, and/or agents.
- s. "WA Compass" means the Washington State centralized database for child care licensing, Early Achievers and ECEAP. It includes a contractor page to view monitoring information entered by DCYF staff. WA Compass replaces the web-based Early Learning Systems (WELS), but does not replace MERIT or ELMS.

3. PERFORMANCE BASED CONTRACTING MEASURES

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

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

Data collection and communication with ECEAP Contractors and ECEAP families statewide during the 2022-23 contract year will be used by ECEAP to develop plans for targets in 2023-24 contracts.

- a. DCYF distal (i.e., long term) goals supported by the Contract include:
 - (1) Parents and caregivers (i.e., families) are supported to meet the needs of their children.
 - (2) Kindergarten readiness.
 - (3) Child development.

- b. **Child Development Measures**
 - (1) **Quality Measure**
 - a) **Teaching Strategies GOLD® Interrater Reliability (IRR) Certification.**

Goal	Consistent and accurate assessment of child development in order to provide individualized instruction that supports unique child outcome goals. This performance measure supports DCYF’s goal of kindergarten readiness and child development.
Measure	Rate of active GOLD® IRR Certification for ECEAP Lead Teachers.
Target	<p>85% percent of ECEAP Lead Teachers who have been employed six or more months shall maintain active GOLD® IRR Certification.</p> <p><i>Note:</i></p> <p><i>DCYF may approve an exception on a case-by-case basis.</i></p> <p><i>Performance Standard PDTR-10 remains in effect. Lead teachers must:</i></p> <ul style="list-style-type: none"> • <i>Complete in-person or online training to use Teaching Strategies GOLD® within six months of hire.</i> • <i>Complete the inter-rater reliability certification titled “Preschool, including dual language learners and children with disabilities” in Teaching Strategies GOLD® within six months of hire and every three years thereafter.</i>
Reporting Requirement	Continue current reporting requirements.
Performance Management	<p>Modified monitoring frequency:</p> <p>CQI Specialist monitors and discusses the measure and target with the Contractor quarterly.</p> <p>If the target is not met, monitoring increases from quarterly to monthly (as warranted), in order for DCYF and the Contractor to more frequently discuss and better understand factors impacting certification.</p>
Continuous Improvement	DCYF ECEAP will support continuous improvement by:

	<ul style="list-style-type: none"> 1) Creating a performance feedback loop with the Contractor to learn from monitoring this data point, and 2) Highlighting timely certification practices for collective learning.
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(2) Outcome Measure

a) Social Emotional Development Gains.

Goal	Social emotional development is supported by individualized, strength based instruction and a responsive, whole-child approach. This performance measure supports DCYF's goals of kindergarten readiness and child development.
Measure	Social emotional development gains for children enrolled in ECEAP from fall to spring, based on Teaching Strategies GOLD® (TSG®) checkpoint average scale score growth.
Target	<p>30% average gain in social emotional development of children enrolled fall to spring, based on TSG® checkpoint scale scores.</p> <p><i>Note:</i></p> <p><i>DCYF may approve an exception on a case-by-case basis.</i></p>
Reporting Requirement	Continue current reporting requirements.
Performance Management	<p>Modified monitoring frequency:</p> <p>CQI Specialist monitors and discusses the measure and target with the Contractor in March and July, following the Teaching Strategies GOLD® respective winter and spring checkpoints.</p> <p>Monitoring may increase (as warranted).</p>
Continuous Improvement	<p>DCYF ECEAP will support continuous improvement by:</p> <ul style="list-style-type: none"> 1) Creating a performance feedback loop to learn from monitoring this data point, and 2) Highlighting screening practices for collective learning.

c. Family Engagement Measures

(1) Quality Measure

a) Ratio of Family Support Staff to families served.

Goal	Families experience ECEAP services as inclusive, collaborative, culturally relevant, strength based, and meaningful. Positive relationships built between Family Support Services (FSS) staff and families influence family decisions to participate in a range of ECEAP activities. This performance measure supports DCYF's goal of families being supported to meet the needs of children and youth. <i>(See Family Engagement and Partnerships Section in Exhibit E Performance Standards for related information.)</i>
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Measure	The ratio of FSS staff to the number of families served is one (1) full-time staff to a maximum of 40 families. If a FSS staff is also responsible for other duties, the ratio of FSS staff to families served is proportionately reduced.
Target	<p>75% of full-time FSS staff are assigned to a maximum of 40 families and FSS staff with other duties have a proportionately reduced family ratio.</p> <p><i>Note:</i></p> <p><i>DCYF may approve an exception on a case-by-case basis.</i></p> <p><i>Performance Standard PDTR-14 remains in effect: Each family support staff may serve no more than 40 families concurrently. Numbers of families served must be adjusted proportionately when:</i></p> <ul style="list-style-type: none"> • <i>Work less than 35 hours per week.</i> • <i>Are assigned roles and duties in addition to family support.</i> • <i>Provide more intensive services based on family needs.</i> • <i>Travel extensively to meet with families.</i>
Reporting Requirement	Continue current reporting requirements.
Performance Management	<p>Modified monitoring frequency:</p> <p>CQI Specialist monitors and discusses the measure and target with the Contractor quarterly.</p> <p>If the target is not met, monitoring increases from quarterly to monthly (as warranted) in order for DCYF and the Contractor to more frequently discuss and better understand factors impacting FSS staff ratio to assigned families.</p>
Continuous Improvement	<p>DCYF ECEAP will support continuous improvement by:</p> <ol style="list-style-type: none"> 1) Creating a performance feedback loop to learn from monitoring this data point, and 2) Highlighting assessment practices for collective learning.

(2) Outcome Measure

a) Family participation in parent-teacher conferences.

Goal	Families experience ECEAP services as inclusive, collaborative, culturally relevant, strength based, and meaningful. Participation in parent-teacher conferences supports each family's ability share observations and insights about their child, and to partner with teachers to increase child development by using an individualized, culturally relevant, strength based approach. This performance measure supports DCYF's goals of kindergarten readiness and families being supported to meet the needs of children and youth. <i>(See Parent Engagement and Partnership Section in Exhibit E Performance Standards for related information.)</i>
Measure	Family participation in parent-teacher conferences.

Target	<p>75% of families attend two (2) of the three (3) parent-teacher conferences during the school year.</p> <p><i>Note:</i></p> <p><i>DCYF may approve an exception on a case-by-case basis.</i></p> <p><i>Performance Standard FEP-2 remains in effect:</i> <i>Contractors must ensure ECEAP teachers provide regular ongoing parent-teacher conferences as needed with a minimum of one for each enrolled child per quarter.</i></p> <ul style="list-style-type: none"> • <i>For Part Day and School Day classes, contractors must schedule three conferences per year.</i> • <i>For Working Day classes, contractors must schedule four conferences per year.</i> • <i>Contractors may provide additional conferences based on family request or individual child needs.</i>
Reporting Requirement	Continue current reporting requirements.
Performance Management	<p>Modified monitoring frequency:</p> <p>CQI Specialist monitors and discusses the measure and target with the Contractor quarterly.</p> <p>If the target is not met, monitoring increases from quarterly to monthly (as warranted) in order for DCYF and the Contractor to more frequently discuss and better understand factors impacting family attendance of parent-teacher conferences.</p>
Continuous Improvement	<p>DCYF ECEAP will support continuous improvement by:</p> <ol style="list-style-type: none"> 1) Creating a performance feedback loop to learn from monitoring this data point, and 2) Highlighting assessment practices for collective learning.

4. ECEAP OUTCOMES

a. The expected outcomes of ECEAP are:

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

5. CONTRACTOR COMMUNICATION WITH DCYF

- a. The Contractor must participate in:
 - (1) Regularly scheduled calls with DCYF to support continuous quality improvement.
 - (2) ECEAP quarterly Directors Meetings by sending a representative to each DCYF ECEAP Directors' Meeting, including annual in-person and quarterly online meetings.
 - (3) Quarterly scheduled meetings with DCYF, if subcontracting with Tribal Sovereign Nations.
- b. The Contractor must communicate with assigned DCYF CQI Specialist on regular scheduled calls, and as changes develop, about:
 - (1) Non-traditional remote services.
 - (2) Completion of ongoing documentation of services, as determined by DCYF.
- c. The Contractor must inform the assigned DCYF CQI Specialist immediately of:
 - (1) Any serious issue that impacts services for ECEAP children or families.
 - (2) Any serious issue that has potential for media coverage.
 - (3) Any potential report from a source outside the Contractor to child care licensing, Child Protective Services (CPS), or law enforcement that has the potential to impact ECEAP staff, children, or families.
 - (4) Any CPS issue related to ECEAP staff, facilities, or transportation.
 - (5) A charge or conviction against the director or a staff person for a disqualifying crime under WAC 110-06-0120.
 - (6) Change of address or phone number.
 - (7) Change of ownership, chief executive, or director.
 - (8) Changes to modified or full services.
 - (9) Intent to terminate Contract or Subcontract, including detailed transition plan for continuity of ECEAP service delivery. The plan must include, but is not limited to:
 - a) Timeframe for termination.
 - b) Number of impacted children and families.
 - c) Communication plan with families and other stakeholders.
 - d) Support to transition families to alternative services.

6. PRIOR APPROVALS

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

- a. Offering enrollment to families with incomes above 36% State Median Income (SMI), or 100% SMI for tribal children, after the Contractor's *exceeds SMI eligibility* limit has been reached.
- b. Changing class start dates.
- c. Changing class end dates.
- d. Adding a new site.
- e. Beginning a major remodeling of a site, including planned use of space not previously approved by the fire marshal's office or DCYF.
- f. Adding or moving a class.
- g. Changing the number of slots assigned to a site.
- h. Changing a service area boundary.
- i. Adding or terminating a Subcontractor who provides ECEAP services. Refer to Exhibit A, Statement of Work, *Subcontract Requirements* section.
- j. Purchasing equipment with unit costs or total cost of \$5,000 or greater including ancillary costs, or procuring playground or facility improvements with a total cost of \$5,000 or greater including ancillary costs, paid fully or in part with ECEAP funds. Refer to Exhibit A, Statement of Work, *Purchase Approval* section.
- k. Purchasing gift cards to support program activities and that do not allow for the purchase of alcohol, tobacco, or firearms.
- l. Supporting families with concrete goods and services as a means of last resort.
- m. Selling or disposing of equipment purchased with ECEAP funds from the Contractor's inventory list.
- n. Changing Contractor's legal status, ECEAP Director, or organizational structure related to ECEAP.
- o. Implementing variances or waivers to Exhibit E, ECEAP Performance Standards.
- p. Significantly changing the project scope or budget of a Complex Needs Funding grant.

7. INTERPRETATION AND TRANSLATION

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

8. DATA ENTRY REQUIREMENTS

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

9. ECEAP ELIGIBILITY AND ENROLLMENT

The Contractor must:

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

10. PORTABLE BACKGROUND CHECKS

- a. ECEAP staff are required to enter the Portable Background Check into MERIT. Staff will receive a conditional status until fingerprinting is completed.
- b. The Contractor must ensure that DCYF portable background checks are completed for all persons who have or may have unsupervised access to children during ECEAP programming, including transportation and other services during ECEAP hours. Contractors must disqualify persons from unsupervised access to children in accordance with [WAC 110-06-0070](#).
- c. Non-classroom staff working with children in a school district or ESD setting are allowed to use the Office of Superintendent of Public Instruction (OSPI) background clearance for the 2022-23 school year for persons who may have unsupervised access to ECEAP children. These staff must have an active OSPI background clearance prior to working with children.

11. EARLY ACHIEVERS PARTICIPATION

The Contractor must:

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

Tribal Sovereign Nations have the option of participating in Early Achievers through an inter-local agreement between the Tribal Sovereign Nation and DCYF. Tribal Sovereign Nations may also choose to use an alternative quality recognition and assessment process approved by DCYF.

12. CHILD SAFETY

- a. Children's health, safety, and wellbeing must always be the primary concern of the Contractor in the delivery of services under this Contract. The Contractor must report child abuse and neglect in accordance with [RCW 26.44.030](#). If the Contractor, or any of the Contractor's employees, has reasonable cause to believe that a child has suffered abuse or neglect from any person, the Contractor or employee must immediately report such incident to CPS Intake at 1-866-ENDHARM. This requirement includes suspected

abuse or neglect that occurs when a child is in the care of the Contractor as well as outside of the Contractor's care.

- b. The Contractor must ensure that managers, board members, employees, and volunteers of the ECEAP program who will or may have contact with ECEAP children complete training on child abuse and neglect, including reporting procedures, within two weeks of initial association with ECEAP and annually thereafter. Training may consist of viewing the DCYF Mandatory Reporter Video Presentation and other resources in the Mandatory Reporter Toolkit. The Contractor must retain a statement signed annually by each person participating in this training, acknowledging their completion of training and duty to report child abuse and neglect.

13. SUBCONTRACT REQUIREMENTS

- a. The Contractor must not subcontract ECEAP in an unlicensed child care center or unlicensed family child care home or a child care center or family child care home that is not in good standing with DCYF child care licensing.
- b. All subcontracts for ECEAP services must follow guidance in the Subcontracting section in Exhibit D, General Terms and Conditions, and include:
 - (1) Number of slots for ECEAP children.
 - (2) Funds per slot.
 - (3) A list of deliverables and due dates the Subcontractor must submit to the Contractor.
 - (4) A description of how the Contractor will monitor the Subcontractor for compliance with all the provisions of this Contract, which includes Exhibit E, ECEAP Performance Standards.
 - (5) Guidance stating the Subcontractor must inform the Contractor immediately of:
 - a) Any serious issue that impacts services for ECEAP children or families.
 - b) Any serious issue that has potential for media coverage.
 - c) Intent to terminate a subcontract
 - d) Any potential report from a source outside the Subcontractor to child care licensing, CPS, or law enforcement that has the potential to impact ECEAP staff, children, or families.
 - e) Any CPS issue related to ECEAP staff facilities or transportation.
 - f) A charge or conviction against the director or a staff person for a disqualifying crime under WAC 110-06-0120.
- c. Contractors subcontracting with Tribal Sovereign Nations must:
 - (1) Participate in Government to Government training provided by DCYF. The training must be completed by designated staff and leadership within six (6) months of hire or assignment to ECEAP activities or roles.
 - (2) Submit requests from Tribal Sovereign Nations for over income slots beyond the allotted number of slots to DCYF for review.

14. SERVICE AREA AGREEMENTS

- a. Contractors must complete written and signed Service Area Agreements with each neighboring ECEAP contractor and Head Start grantee and submit the agreements to DCYF ECEAP by the due date in Exhibit C, Deliverables and contract reference document *Deliverables and Required Activities Calendar*. The agreements must fully describe:
 - (1) Service area boundaries for each party to the agreement, including specific areas for recruitment and enrollment of families for each party.
 - (2) The process for referral of families between parties.
 - (3) Plans for ongoing communication.
 - (4) The process for problem resolution.
 - (5) Plans for collaborating with service area partners to ensure efficient use of state and community resources, when practical, for developing community assessments, coordinating work with community partners including the Health Advisory Committee, and planning joint staff and parent training opportunities.

- b. If collaboration is not practical for any topics in this Section (14.a.), Service Area Agreements must state the reasons.
- c. If no agreement can be reached, the Contractor must send a description of efforts made and the understanding of service area boundaries to DCYF.
- d. Contractors who are also Head Start grantees may combine their Head Start Memorandum of Understanding (MOU) and ECEAP Service Area Agreements into one document, providing the requirements for both are met.
- e. DCYF reserves the right to reclaim slots and funds, or reallocate slots to other Contractors, if the Contractor is recruiting within the service area of a neighboring ECEAP or Head Start program.

15. OBTAINING CONTACT INFORMATION TO RECRUIT FAMILIES

- a. DCYF will provide the Contractor with contact information for families receiving services from the Department of Social and Health Services (DSHS) who have children who are potentially eligible for ECEAP, the Contractor’s federal Early Head Start and Head Start programs, if applicable. This contact information consists of names and addresses and is to be used solely for recruitment and enrollment purposes for these programs. DCYF will deliver this contact information to the Contractor using a secure file transfer protocol.

Contractors who choose to receive this contact information for recruitment purposes must:

- (1) Note their request and provide zip codes for recruitment areas on the ELMS Locations & Classes>Contractor>Service Areas page, in the “Service Area Zip Codes” section by February 1 each year.
- (2) Download the contact information within 13 days of email notice from DCYF that it is in the Contractor’s secure transfer protocol file. This will occur approximately March 30. The secure file will be deleted after 13 days.
- (3) Protect the contact information and all documents generated from this information from unauthorized physical or electronic access according to Exhibit D, General Terms and Conditions.
- (4) Refrain from transferring this contact information via email.
- (5) Submit a copy of Attachment 1, Confidentiality and Non-Disclosure Agreement to DCYF with signatures of all staff who may access this contact information. Signatures are valid for the duration of this Contract.
- (6) Limit access to the contact information to persons who have signed the Notice of Non-Disclosure Form.
- (7) Refrain from using the contact information for any other purpose than recruitment of families for ECEAP, Early Head Start or Head Start.
- (8) Destroy this contact information at the end of the annual recruitment period, as described in the Data Share Requirements. Ensure electronic or printed data is properly destroyed so that unauthorized individuals cannot access this contact information and it cannot be recovered.
- (9) Complete Attachment 2, Certification of Data Disposition, following all records retention requirements, upon the destruction of the data and submit it to dcyf.publicrecords@dcyf.wa.gov and eceap@dcyf.wa.gov within 15 days of the date of disposal.

16. DCYF PART DAY, SCHOOL DAY AND WORKING DAY MODEL AND SUMMER SERVICES COMPENSATION

- a. The Contractor must be authorized by DCYF prior to providing services through Part Day, School Day or Working Day ECEAP slots or Summer Services. Authorized slots and services associated with this contract are:
 - (1) XX Part Day
 - (2) School Day:
 - a) XX Annual Slots
 - b) XX Summer Service Slots (*July and August only*)
 - (3) XX Working Day

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

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

- a. All Working Day classes must complete the full DCYF child care licensing process as required by RCW 43.216 and WAC 110-300 prior to the first day of class during the 2022-23 year.
- b. School Day classes not operated by a government entity must complete the full DCYF child care licensing process as required by RCW 43.216 and WAC 110-300 prior to the first day of class during the 2022-23 year.
- c. For the 2022-23 contract year, School Day sites operated by a government entity will not be required to become licensed. This includes Part Day sites with class sessions of four (4) hours or more.
 - (1) These sites will complete and submit an exemption form through DCYF ECEAP. A new exemption form is not needed if an exemption was approved in prior years. Send exemption requests to eceap@dcyf.wa.gov.
- d. Part Day classes operating four (4) hours or less than four (4) hours a day are not required to complete the child care licensing process. These sites are required to participate in health and safety visits by DCYF staff once this system has been developed. Until then these ECEAP sites are not required to participate in this activity.

18. USE OF FUNDS

- a. A budget reference document with an itemized budget is attached to this contract.
- b. For each slot, the Contractor bills a specific base rate monthly for operational costs.
- c. The Contractor must maintain a financial management system with written policies and procedures ensuring strong internal controls.
- d. By June 15, 2023, if more than 10 percent of contract funding is unspent, the Contractor must submit to DCYF for approval an ECEAP Funding Carryforward Plan (DCYF template) with the approximate total amount of ECEAP funds unspent; identified items, personnel, or service expenses; and a timeline to expend funds. If the unspent funding is less than 10 percent of the total contract amount, the Contractor

indicates how this carryforward funding will be spent in the Financial Certification Disclosure form due June 15, 2023.

- (1) A separate Carryforward Plan must be submitted for any additional funding received under this contract, if applicable, that is over 10 percent of the total amount of the funding (e.g., Complex Needs Fund or ECLIPSE).
- e. The Contractor must submit the following to DCYF according to Exhibit C, Deliverables and reference document *Deliverables and Required Activities Calendar*:
 - (1) A-19 Invoices.
 - (2) Summer Services Data, if applicable, in the format provided by DCYF.
 - (3) ECEAP Operating Budget on the template provided by DCYF.
 - (4) Staff Compensation Data on the template provided by DCYF.
 - (5) ECEAP Contractor Financial Disclosure Certification on the form provided by DCYF.
 - (6) Mid-year reporting for Complex Needs Funding grant, if applicable.
 - (7) End of the year reporting for Complex Needs Funding grant, if applicable.
 - (8) Certificate of Coverage upon renewal of insurance.
 - (9) Copy of vehicle title if purchased wholly or in part with ECEAP funding.
- f. When expending ECEAP funds for items, personnel, or services used by other programs or individuals, ECEAP funds may only be spent for the share used solely for ECEAP services.
- g. The Contractor must maintain a written cost allocation plan that describes how ECEAP and other funds are used. Cost allocation plans are subject to the records retention schedule identified in this Contract.
- h. The Contractor may use ECEAP funds for the following costs:
 - (1) ECEAP administration including planning and coordination; accounting and auditing; purchasing, personnel, and payroll functions; and equipment, training, travel, and facility costs related to these purposes. Administrative costs must not exceed 15 percent of the amount of this Contract, including Subcontractors' administrative costs, if any.
 - (2) ECEAP services including preschool education, health services coordination, nutrition, family supports, and parent involvement. This includes salaries and benefits for direct service personnel, goods and services, equipment, facilities, child transportation, training, travel, and other costs related to direct ECEAP services.
 - (3) Staff recruitment and retention related payments, in alignment with WAC 357-28-095, limited to:
 - a) Authorizing additional pay to support the recruitment or retention of the incumbent or candidate for a specific position. At the Contractor's discretion, up to a 15 percent premium may be added to the employee's base salary or paid on a lump sum basis as described in subsection b). An employee may not receive more than 15 percent of his/her annual base salary over a 12-month period under the provisions of this section.
 - b) In advance of authorizing a lump sum recruitment or retention payment, Contractors must establish express conditions in writing for the payment. The conditions must include a specified period of employment or continued employment. Any lump sum payment under this section must only be made after services have been rendered in accordance with conditions established by the Contractor and become part of the employee's annual compensation for work performed prior to receipt of any funds.
- i. Resources of last resort for medical, dental, nutrition, and mental health services, and/or concrete goods and services to support family stabilization when no alternative sources of assistance are available.
- j. The Contractor may not use contract funds for the following:
 - (1) Costs not directly related to ECEAP service delivery.
 - (2) Costs that exceed the Contract amount.
 - (3) Finance charges or late fees on purchases.
 - (4) Work charged to or paid by any other contract or funding source.
 - (5) Any sectarian purpose or activity, including sectarian worship or instruction.
- k. Travel expenses allowed in this section (18.k.) may include airfare (economy or coach class only), mileage, other transportation expenses, lodging, and subsistence necessary during periods of required travel. The Contractor must comply with Washington State Office of Financial Management travel policy as described at <http://www.ofm.wa.gov/policy/10.htm> including travel rates and exceptions to the maximum allowable rates. When the lowest available lodging rate exceeds the current state travel reimbursement rates or the lodging provider requires a government-issued identification card in order to receive the state per diem rate and the Contractor is not a government-based entity, ECEAP may allow an exception to the maximum allowable limit for lodging when such exception is documented, pre-

approved in writing by the Contractor's director or authorized designee (i.e. finance director), and available for review.

- l. If the Contractor provides Part Day or School Day ECEAP within a licensed child care provider, the Contractor may separately bill for child care subsidy for the same children for hours that they receive child care beyond the ECEAP hours.
- m. The Contractor may engage in efforts to obtain additional funds and in-kind contributions to expand or enhance ECEAP service delivery. The Contractor must not solicit funds from families enrolled in ECEAP.
- n. If the Contractor plans to use ECEAP funds as federal match for any federal funds, the Contractor must document this in the September ELMS Monthly Report, including the amount of ECEAP funds the Contractor wants to use for the current state fiscal year (July 1 – June 30) and the title of the federal program to which this match would apply. The request must not exceed the amount of state funds received for ECEAP services.

19. COMPLEX NEEDS FUND

- a. Funding is available through a separate grant application process to provide additional support in ECEAP classrooms. The purpose of the funding is to further integrate children with developmental delays, disabilities, or challenging behaviors due to complex trauma.
- b. Funding must be identifiable and clearly tracked throughout fiscal records.
- c. Contractor may use \$XXX,XXX.XX for purposes such as, but not limited to:
 - (1) Adding staff in classrooms.
 - (2) Increasing mental health/behavioral consultation.
 - (3) Providing supportive and adaptive materials and equipment.
 - (4) Purchasing new or adapting currently used curricula.
 - (5) Providing teacher coaching, training, and professional development.
 - (6) Offering unique transportation services.
 - (7) Staff travel.
- d. An amendment request form must be completed if the Contractor's approved scope of work changes significantly or if expenditure in a budgeted category exceeds a variance of 5 percent or \$5,000, whichever is greater. The amendment request must follow the original Complex Needs Fund guidance and requirements.
- e. Contractor must comply with cost allocation rules in Use of Funds section herein.
- f. Contractor may use up to 15 percent of total funding for administrative costs.
- g. Funds cannot be used to reimburse for purchases made prior to contract effective date or prior to the approval of an amendment.
- h. Contractor must submit grant activity reports on January 31 and July 10, 2023, as specified in Exhibit C Deliverables. The reports include information such as, but not limited to:
 - (1) Number of children served.
 - (2) Children's race, ethnicity, and Individualized Education Program (IEP) status.
 - (3) Types of activities conducted.
 - (4) Purchases of supportive equipment.
 - (5) Number of staff positions supported by funds.
 - (6) Final narrative and fiscal summary of funding use.

20. PURCHASE APPROVALS

- a. The Contractor must obtain prior written approval from DCYF, using the Purchase Request Form on the DCYF website, before using or contributing any ECEAP funds to acquire:
 - (1) Equipment, defined as any article of tangible, nonexpendable, property having a useful life of more than one year with a unit cost or total purchase cost of \$5,000 or greater, including ancillary costs. Ancillary costs include, but are not limited to tax, shipping, handling, and installation.

- (2) Playground or facility improvements with a unit or total purchase cost of \$5,000 or greater including ancillary costs. For playgrounds, this includes, but is not limited to costs for equipment and site preparation.
- b. The Contractor must provide a cost allocation plan if the purchase is not solely for ECEAP use.

21. INVENTORY

- a. The Contractor must maintain inventory policies and procedures. These must include procedures for:
 - (1) Documenting and reporting lost or stolen equipment.
 - (2) Completing an inventory audit at least every two years.
- b. The Contractor must maintain an inventory list and supporting records for equipment purchased in whole or in part with ECEAP funds, including:
 - (1) All assets with a unit cost (including ancillary costs) of \$5,000 or greater.
 - (2) The following assets with unit costs of \$300 or more:
 - a) Computer systems, laptops, and notebook computers.
 - b) Office equipment.
 - c) Communications and audio-visual equipment, including CD and record players, radios, TVs, VCRs, DVD players, cameras, and photographic projection equipment.
 - d) Appliances.
 - (3) Curricula in hard copies purchased by Contractor OR by DCYF for Contractor.
 - (4) Other assets identified by the Contractor as vulnerable to loss.
- c. The inventory list and supporting records must include the following, if applicable:
 - (1) Inventory Control Number (tag).
 - (2) Description of the asset.
 - (3) Manufacturer or trade name.
 - (4) Serial number.
 - (5) Contractor's acquisition date.
 - (6) Order number from purchasing document.
 - (7) Total cost or value at time of acquisition (including all ancillary costs).
 - (8) Ownership status, for example if shared by multiple funding sources.
 - (9) Depreciation (for capital assets).
 - (10) Location of item.
 - (11) Useful life, in years.
 - (12) Disposal date, method, and salvage value.
- e. Subject to DCYF determination, Contractors may be required to return to DCYF property purchased with Contract funding.

22. COVID-19 VACCINATION REQUIREMENTS

- a. Contractors must follow the COVID-19 vaccination requirements in the [Governor's Proclamation](#) 21-14, and any subsequent versions of the proclamation at the time of service, and Washington State Department of Health mandates. This includes managing Contractor and Subcontractor staffs' vaccination, exemption, and accommodation requirements and processes. To comply, complete DCYF form [16-025](#), titled *Contractor Certification*. DCYF retains authority to monitor for compliance.
- b. Contractors must ensure staff complete acknowledgement in the Workforce Registry (MERIT) indicating completion of one of the options possible for meeting the vaccine mandate.