

ESIT Provider Agency-ESIT Service Provider Subcontract Requirements

1. ESIT SERVICES PROVISION:

a. PERIOD OF PERFORMANCE

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

b. SCOPE OF WORK

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

c. ESIT Services: The Contractor must ensure subcontractors:

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

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

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

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

- (1) Establish and implement written internal policies and procedures, within ninety (90) days of contract execution, that comply with Federal and State requirements, including WACs and the DCYF policies and procedures. These internal policies and procedures must be on hand and available upon request and must include but not be limited to the following:
 - (a) Enrollment process (e.g. child find and public awareness, referral, screening, evaluation and assessment, and Family Resource Coordination).
 - (b) ESIT service provision (e.g. timely service provision, natural environments, scientific, research, evidence-based and/or promising practices, twelve (12) month services, transition).
 - (c) Procedural safeguards (parent rights, prior written notice, consent, confidentiality) and dispute resolution requirements.
 - (d) Personnel (e.g. maintaining adequate staffing, providing clinical supervision, ensuring compliance with personnel standards, personnel development [training and technical assistance], conflict of interest, and background checks).
 - (e) Data Management
 - (f) Administrative and fiscal management of the agency including effective internal controls and accountability over funds and property. The internal written procedures must ensure all expenditures conform to the terms and conditions of the contract as well as generally accepted accounting principles.

2. ENROLLMENT PROCESS

a. Child Find and Public Awareness: The Contractor must ensure subcontractors:

- (1) Participate in effective child find and public awareness activities, including disseminating the DCYF approved public awareness materials and participating in child find events, as outlined in the Local ESIT Services Collaboration Plan.

- (2) Document completed child find/public awareness activities and submit to DCYF upon request.
 - (3) Participate in the review of, ESIT Provider Agency, county, region, and statewide data annually and adjust the child find and public awareness activities as needed to target underserved populations.
- b. **Referral:** The Contractor must ensure subcontractors:
- (1) Respond to all referrals of children who reside in each School District Catchment Area(s) being served by the ESIT Provider Agency or in accordance with the designated service area established in the Service Area Agreement in the Local ESIT Services Collaboration Plan.
 - (2) Within three (3) business days of receipt of the referral, a designated qualified ESIT Service Provider (FRC or Intake Coordinator) must contact the family.
 - (3) Enter all referrals received into the T-DMS/ACORN, including the status of the referral indicating the family's informed decision to accept or decline, within three (3) business days.
 - (4) Ensure ESIT Provider Agency assigns an FRC to the family within five (5) business days of family's consent to participate in ESIT services.
 - (5) Ensure ESIT Provider Agency assigns an FRC in the T-DMS/ACORN at least one (1) day prior to the FRCs first visit.
 - (6) Submit upon request, to the DCYF, documentation that a qualified ESIT Service Provider (FRC or Intake Coordinator):
 - (a) Provided and reviewed Parent Rights with the parent(s)/guardian(s), and
 - (b) Obtained written documentation of the family's informed decision to accept or decline participation in Part C of IDEA for all referrals.
- c. **Teaming:** The Contractor must ensure subcontractors:
- (1) Use multidisciplinary teaming practices regarding conducting evaluations and assessments, completing child outcome measurement ratings, developing IFSPs and conducting IFSP reviews, and in providing coordinated IFSP services in accordance with the DCYF ESIT program recommended practices.
- d. **Screening, Evaluation, and Assessment:** The Contractor must ensure subcontractors:
- (1) Carry out the following in accordance with the DCYF policies and procedures:
 - (a) Practice Guide: Screening: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/practice-guides>
 - (b) Practice Guides: Evaluation and Assessment, Informed Clinical Opinion, Ongoing Eligibility and IFSP Reviews: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/practice-guides>
 - (c) Qualified Personnel Guidelines: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/policies-procedures>
 - (2) Conduct developmental screenings in accordance with the DCYF Practice Guide as referenced above, to determine if evaluation and assessment is necessary.
 - (3) Conduct a family assessment, with concurrence of the family using qualified personnel, to identify the family's strengths, resources, priorities, and concerns, and the supports and services necessary to enhance the family's capacity to meet the developmental needs of the child.
 - (4) Conduct an initial evaluation to determine eligibility and an initial assessment of the child's unique strengths and needs to identify appropriate services to meet the needs of referred children in accordance with Part C of IDEA and the DCYF policies and procedures. Evaluation and assessment must be:
 - (a) Multidisciplinary, defined as completed by qualified professionals representing at least two (2) disciplines, using two (2) tools/procedures.
 - (b) Comprehensive and cover all developmental domains.
 - (5) Conduct ongoing assessments to identify progress/change in child and family's needs and to inform periodic IFSP reviews and annual IFSP meetings.
 - (6) Conduct a re-evaluation, in accordance with the DCYF State guidance, to determine ongoing eligibility if at any point during the provision of services, the IFSP team determines that the child may no longer be eligible for Part C of IDEA services, the IFSP team must decide whether additional evaluations are warranted to establish continued eligibility for the Part C of IDEA program.
 - (7) Use current evaluation and assessment data to develop child outcome measurement ratings for the three (3) child outcomes at entry and exit. Include families in the rating process.
 - (8) Enter eligibility information into the T-DMS/ACORN within ten (10) business days.
 - (9) Enter COS information into the T-DMS/ACORN within ten (10) business days

e. IFSP Meetings and IFSP Development/Review:

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

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

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

g. ESIT Service Provision

- (1) **Timely Service Provision in Accordance with the IFSP:** The Contractor must ensure subcontractors:
 - (a) Provide all ESIT services as outlined on each child's IFSP (e.g. frequency, intensity, length, and duration) and use effective teaming practices to meet the developmental needs of the child and the needs of the family related to enhancing their child's development.
 - (b) Ensure each child's IFSP is complete and provide a monthly service (which includes family resources coordination) for funding to be available to cover the cost of services.
 - (c) Initiate services within thirty (30) calendar days of the parent's signature on the IFSP.
 - (d) Collect data to account for the reasons for delays, including exceptional family circumstances, impacting the timeliness of initiating IFSP services as outlined in the DCYF policies and procedures and the Late Services – Provision and Documentation Practice Guide: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/policies-procedures>
 - (e) Engage all families in the Entry and Exit COS process utilizing the Decision Tree as described in the DCYF Child Outcome Summary Process: Engaging Families in a Meaningful Way Practice Guide: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/practice-guides>
- (2) **Natural Environments:** The Contractor must ensure subcontractors:
 - (a) Provide all ESIT services in natural environments as documented on the IFSP unless a justification is provided as to why the child's outcome cannot be met in a natural environment, including a plan to return services to a natural environment. The plan must address a limited time period for providing services in a setting other than a natural environment as outlined in the DCYF policies and procedures and Natural Environments Practice Guide: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/policies-procedures>
- (3) **Evidence-based/Promising Practices:** The Contractor must ensure subcontractors:

- (a) Use scientific, research, evidence-based and/or promising practices from practitioner's professions that meet the needs of children and families and promote and strengthen the capacity of parents and other caregivers to provide everyday learning opportunities for their child and increase child participation in daily activities and family routines.
- (4) **Transition:** The Contractor must ensure subcontractors:
 - (a) Begin the development of the formal transition plan for each child receiving ESIT services six (6) months to nine (9) months prior to the child's third (3rd) birthday.
 - (b) Hold a transition conference no later than ninety (90) days prior to the child's third (3rd) birthday in accordance with State and Federal IDEA requirements which includes all applicable program representatives (e.g. ECEAP, Head Start, Private Preschool, and other early childhood programs) based on the family's transition priorities.
 - (c) Identify children who are potentially eligible for Part B services for data entry in the T-DMS/ACORN by:
 - (a) The first (1st) and the fifteenth (15th) of every month for children between twenty-four (24) and thirty-two (32) months of age.
 - (b) The first (1st) of the previous month if the child turns thirty-two (32) months old after the fifteenth (15th) of the month.
 - (d) Notify the resident school district of potentially eligible children at thirty-two (32) months of age. The notification must include:
 - (a) Child's First, Last, and Middle Initial
 - (b) Date of Birth
 - (c) Resident School District
 - (d) Parent Contact Information
 - (e) FRC Contact Information
 - (e) Notify the resident school district when a potentially eligible child's family declines transition planning for Part B services.

3. PROCEDURAL SAFEGUARDS and DISPUTE RESOLUTION

- a. **Procedural Safeguards:** The Contractor must ensure subcontractors:
 - (1) Implement all procedural safeguards requirements in accordance with the DCYF policies and procedures and as outlined in the Part C of IDEA Procedural Safeguards Technical Assistance and Training Guide: <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/forms-publications>
- b. **Parent Rights:** The Contractor must ensure subcontractors:
 - (1) Share and explain the Part C of IDEA Procedural Safeguards: Parent Rights with parents of each child referred to ESIT services at all required junctures in the enrollment and service delivery process. Parent Rights must be provided in the parent's native language or mode of communication, unless clearly not feasible to do so. <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/forms-publications>
- c. **Prior Written Notice:** The Contractor must ensure subcontractors:
 - (1) Provide Prior Written Notice (PWN) no less than seven (7) days in advance, unless it is documented that a different timeframe best meets the family's needs, prior to proposing or refusing to initiate or change the identification, evaluation, service setting, or the provision of appropriate ESIT services. The PWN must be in the parent's native language or mode of communication, unless clearly not feasible to do so. <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/forms-publications>
- d. **Parent Consent:** The Contractor must ensure subcontractors:
 - (1) Obtain written parental consent prior to:
 - (a) Conducting screening.

- (b) Conducting evaluation and assessment.
- (c) Providing IFSP services.
- (d) Releasing personally identifiable information.
- (e) Using public benefits or insurance or private insurance to pay for services, including initially and each time there is an increase in IFSP services (frequency, intensity, length, or duration).

e. Confidentiality: The Contractor must ensure subcontractors:

- (1) Protect the confidentiality of any personally identifiable data, information and records collected, maintained or used in accordance with IDEA requirements.
- (2) Maintain a written record of parties obtaining access to records collected, obtained or used under Part C of IDEA (except access by parents and authorized employees of the Contractor or provider), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the child's record.
- (3) Ensure Telepractice services meet HIPAA compliance standards.

f. Dispute Resolution: The Contractor must ensure subcontractors:

- (1) Attempt to resolve a dispute with any party at the lowest possible level and if the dispute is unable to be resolved support the grieved party in understanding and requesting a formal dispute resolution option.
- (2) Maintain records of all information received related to formal dispute resolution requests and how the dispute was resolved.

4. PERSONNEL

a. Adequate Staffing: The Contractor must ensure subcontractors:

- (1) Ensure adequate levels of qualified staff, including ESIT Provider Agency staff, ESIT Service Providers, and subcontractors from various disciplines as outlined in the DCYF Qualification Personnel Guidelines <https://www.dcyf.wa.gov/services/child-dev-support-providers/ESIT/practice-guides> to be available as part of a multi-disciplinary team to evaluate and assess all children referred and provide all IFSP services for each eligible child.
- (2) Provide supervision of practitioners through the following functions: direct observations of service delivery; review of child/family records; performance appraisals of practitioners; and training/technical assistance of practitioners and other applicable ESIT Provider Agency staff, ESIT Service Providers and subcontractors.

b. Personnel Standards: The Contractor must ensure subcontractors:

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

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

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

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

- (1) Ensure that all ESIT Provider Agency staff, ESIT Service Providers, and subcontractors complete required training through the DCYF Training Portal as outlined in "Required Training Programs" located on the DCYF website here: <https://www.dcyf.wa.gov/services/child-dev-support-providers/esit/training>

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

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

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

f. Background Checks: The Contractor must ensure subcontractors conduct and keep on file background criminal history clearance at least once every three years for all employees, subcontractors and/or volunteers who may have unsupervised access to children in accordance with state legal requirements for background checks, as defined in:

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

g. Local ESIT Services Collaboration Plan:

- (1) The Contractor must ensure subcontractors develop or participate in the development and annual review of a Local ESIT Services Collaboration Plan to ensure high quality, equitable services that addresses:
 - (b) Early Intervention Accountability
 - (c) Child Find, Outreach, and Referral Activities
 - (d) Evaluation and Assessment
 - (e) Family Resources Coordination
 - (f) Transition responsibilities with school districts and other early childhood partners (e.g. Head Start, ECEAP, etc.),
 - (g) Dispute resolution procedures for grievances and formal complaints among local agencies.
 - (h) Signatures of participants

- (1) The plan must include Service Area Agreements, as necessary to ensure that no child and family goes unserved or to delineate service area coverage when there is more than one ESIT Provider Agency serving an identified school district catchment area as outlined in Exhibit J, *Service Area Agreement Guidance*.
- (2) This plan must be reviewed annually, and submitted to DCYF within ninety (90) calendar days of contract execution in accordance with the Exhibit H, *Local ESIT Services Collaboration Plan*.

h. Regional/County/Local Early Childhood Interagency Coordinating Council: The Contractor must ensure the subcontractor:

- (1) Participates in a Regional/County/Local Early Childhood Interagency Coordinating Council (CICC) or Early Learning Coalition (ELC), within the geographic ESIT services area, to advise and assist the Contractor in the implementation of local ESIT services in accordance with RCW 43.216.574
- (2) Participate in meetings as outlined in Exhibit titled, Regional/County/Local Early Childhood Interagency Coordinating Council.
- (3) Maintain documentation (e.g. minutes, sign-in sheet) of participation in CICC/ELC meetings.

i. Agency Administration and Management: The Contractor must ensure subcontractors:

- (1) Have sufficient Administrative Personnel with necessary expertise to manage and operate the agency and provide oversight of any subcontractors to ensure compliance with State and federal requirements.

j. Contract Monitoring and Quality Assurance: The Contractor must ensure subcontractors:

- (1) Participate in DCYF regularly scheduled program wide quality assurance activities to be proactive with program improvement and compliance. This must include review of T-DMS/ACORN data, internal record reviews, and other strategies as deemed appropriate to identify and to initiate steps to mitigate any potential performance and/or compliance issues.
- (2) Comply with results of state level monitoring activities as part of the general supervisory authority of the DCYF

k. Technical Assistance and Training for Continuous Quality Improvement and Compliance: The Contractor must ensure subcontractors identify technical assistance and training needs and access these supports to enhance program improvement and ensure compliance. This should occur following both internal quality assurance activities as well as participation in DCYF monitoring and continuous quality assurance activities.

5. DATA/DOCUMENTATION/RECORDS

a. T-DMS/ACORN: The Contractor must ensure subcontractors:

- (1) Enter accurate, valid and reliable data in the T-DMS/ACORN no later than ten (10) business days following an event and in no case later than the tenth (10th) of the following month.
- (2) Enter the following required data in the T-DMS/ACORN to maintain each child's Part C of IDEA electronic record:
 - (a) All referrals;
 - (b) All evaluation/assessments;
 - (c) All Eligibility criteria;

- (d) Identification of FRC in the T-DMS/ACORN at least one (1) business day prior to the FRC's first meeting with the family;
 - (e) IFSPs, including documenting programmatic reasons and exceptional family circumstances resulting in delay in holding:
 - Timely IFSP meetings (e.g. Initial IFSP meeting within forty-five (45) days from referral;
 - IFSP review at least once every six (6) months or more frequently as needed;
 - Annual IFSP within 365 days of initial IFSP), and
 - IFSP amendment when adding or changing services, including frequency, intensity, or duration;
 - (f) Initiation of services within thirty (30) days of the parent's signature, including documenting programmatic reasons and exceptional family circumstances resulting in reasons for delay;
 - (g) Child Outcome Summary (COS) entry and exit data reporting;
 - (h) Transition activities:
 - i. Transition steps and services in the IFSP Transition plan;
 - ii. Date transition conference was held or declined;
 - iii. Potential eligibility for Part B services in the child's transition tab in the T-DMS/ACORN by:
 1. The first (1st) and fifteenth (15th) of every month for children between twenty-four (24) and thirty-two (32) months of age, and
 2. The first (1st) of the following month if the child turns 32 months old after the fifteenth (15th) of the month
- (a) Verify quarterly, and update as needed, the name of the local school district(s) contact person who needs to receive the school district(s) notification.
 - (b) Enter data in the T-DMS/ACORN to maintain a current list of all ESIT service providers and subcontractors providing ESIT services including which discipline they represent, if they have current licensure/certification, and their FTE, and submit quarterly to the DCYF on the form provided by the DCYF.
 - (c) Ensure all ESIT service providers and subcontractors using the T-DMS/ACORN receive the required training before assuming these duties and that they are subscribed to the T-DMS/ACORN GovDelivery.
 - (d) Enter all service(s) provided to each child monthly are entered into ACORN or an Electronic Medical Record with direct connection to ACORN no later than the tenth (10th) of the following month, when made available by DCYF, in accordance with HB 1661.
- b. **Use of Data:** The Contractor must ensure subcontractors use the T-DMS/ACORN data reports and functions for:
- (1) Monitoring timelines and compliance with Part C of IDEA and ESIT State Policy and Procedures.
 - (2) Internal quality assurance purposes including program improvement.
 - (3) Managing caseloads and staffing.
 - (4) Informing financial planning and fiscal management.
- c. **Other Documentation and Reporting:** The Contractor must ensure subcontractors:
- i. Annually submit to the DCYF directory information for the ESIT Provider Agencies operating within the geographic service area.
 - ii. Ensure ESIT Provider Agencies, ESIT Service Providers, and subcontractor document and submit to the DCYF, upon request:
 - A. Attempts made to connect with the family on multiple days over a period of at least seven (7) business days, including failed attempts.
 - B. For children who are referred but not yet found eligible, a child's record can be closed after three (3) failed attempts using at least two (2) different means of communication over a period of at least seven (7) business days.
 - C. Exit all children who have a current IFSP and are lost to services after a maximum of 90-days from the T-DMS/ACORN after three (3) failed attempts on multiple days using at least two (2) different

means of communication made over at least seven (7) business days.

- (1) **Service Provision:** The Contractor must ensure subcontractors:
 - (a) Register for and participate in scheduled T-DMS/ACORN training and technical assistance sessions to learn how to document the provision of services provided as indicated on an active IFSP monthly for or on behalf of a child/family. Training and technical assistance sessions will require inputting a representative sampling of child/family service delivery information to practice and demonstrate efficiency with the new service delivery tracking and reporting features.
 - (b) Maintain documentation of the provision of services provided as indicated on an active IFSP monthly for or on behalf of a child/family within its existing child/family recordkeeping system. Documentation must be made available upon request to the DCYF and/or during a scheduled on-site monitoring visit.
- d. **Record Retention:** The Contractor must ensure subcontractors:
 - (1) Retain child records for six (6) years from when it was last in effect or the termination of the DCYF contract, whichever is later.
 - (2) Records must meet Secretary of State Standards.
 - (a) Exception: Records must be destroyed at the request of the parent. Destruction means to "physically destroy the record or ensure that personal identifiers are removed from a record so that the record is no longer personally identifiable, HOWEVER,
 - (b) A permanent record of a child's name, date of birth, parent contact information (including address and phone number), names of service coordinator(s) and ESIT service provider(s), and exit data (including year and age upon exit, and any programs entered into upon exiting) may be maintained without time limitation.
- e. **Inventory:** The Contractor must ensure subcontractors:
 - (1) Submit a written request to the DCYF for the purchase of all assets with a unit cost (including ancillary costs) of \$5,000 or greater.
 - (2) Maintain a list of all inventory purchased in whole or in part with the DCYF funds with unit costs of \$500 or greater, including:
 - (a) Computer systems, software, laptop and notebook computers, and other approved office equipment.
 - (b) Communications and audio-visual equipment.
 - (c) Cameras and photographic projection equipment.
 - (d) Therapy appliances.
 - (e) Other assets identified by the Contractor as vulnerable to loss.
 - (3) Include the following in the inventory list and supporting records, if applicable:
 - (a) Description of the asset;
 - (b) Manufacturer or trade name;
 - (c) Quantity;
 - (d) Serial number;
 - (e) Inventory control number;
 - (f) Contractor's acquisition date;
 - (g) Order number from purchasing document;
 - (h) Total cost or value at time of acquisition;
 - (i) Ownership status, for example if shared by multiple funding sources;
 - (j) Depreciation for capital assets;
 - (k) Location of item;
 - (l) Useful life, in years; and
 - (m) Disposal date, method, and salvage value.
- f. **Treatment of Assets:** The Contractor must ensure subcontractors:
 - (1) Holds title to equipment purchased in whole or in part with the DCYF funds.
 - (2) Request approval from the DCYF prior to selling or disposing of equipment from the Subcontractor's Inventory List, and the DCYF must have the option of recapturing the equipment.
 - (1) If the DCYF gives approval for the Contractor to sell the equipment, the Contractor shall use the income for ESIT services.

- (2) If a Contractor ceases provision of ESIT services, the Contractor must transfer title and return to the DCYF any equipment purchased all or in part with the DCYF funds or the proceeds from current market-value sale of such equipment, at the DCYF's discretion.
- (3) If a Contractor ceases provision of ESIT services at a site or Subcontractor, the Contractor must transfer equipment purchased all or in part with the DCYF funds, or the proceeds from current market value sale of such equipment to another ESIT Provider Agency or ESIT Service Provider or return it to DCYF.
- (4) Any property funded by the DCYF, Part C of IDEA funds must, unless otherwise provided herein or approved by DCYF, be used only for the performance of this Contract.

6. OTHER REQUIREMENTS

a. **Communication with the DCYF:** The Contractor must ensure subcontractors:

- (1) Participate in the DCYF web-based meetings, as requested.
- (2) Attend two (2) mandatory Regional Provider Meetings, as designated by the DCYF.
- (3) Participate in technical assistance and continuous quality improvement activities with the DCYF Staff, as requested.
- (4) Inform the DCYF Accountability and Quality Improvement Manager immediately of:
 - (a) Any serious issue that impacts ESIT services for the DCYF.
 - (b) Any serious issue that has potential for media coverage.
 - (c) A charge or conviction against an ESIT Provider Agency, ESIT Service Provider, and subcontractor for a disqualifying crime under WAC 110-06-0070 <https://apps.leg.wa.gov/WAC/default.aspx?cite=110-06-0070> .

b. **Outcome Measure Activities:** The contractor must ensure subcontractors:

- (1) Participate in outcome measure activities, as requested by the DCYF to help achieve the following long-term child and family outcomes, with a focus on building partnerships, using data to learn and improve, and advancing racial equity.
- (2) Expected child outcomes of the DCYF are:
 - (a) Positive social-emotional skills (including positive social relationships),
 - (b) Acquisition and use of knowledge and skills (including early language/communication), and
 - (c) Use of appropriate behaviors to meet their needs
- (3) Expected Family outcomes are:
 - (a) Know their rights,
 - (b) Effectively Communicate their child's needs, and
 - (c) Help their child develop and learn

c. **Performance-Based Contracting (PBC) in Effect September 1, 2021:** The Contractor must ensure subcontractors do the following:

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

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

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

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

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

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

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

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

d. **Mandatory Reporters:**

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

e. **Subcontracting:**

- (1) Upon approval by the DCYF, ESIT Provider Agencies may subcontract with ESIT Service Providers to ensure comprehensive ESIT services are available to all eligible infants and toddlers and their families in each geographic area.

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

7. FISCAL

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

- (1) Maintain a financial management system that ensures federal Part C of IDEA funds are used in accordance with Part C of IDEA requirements including but not limited to:

b. **Prohibition Against Supplanting:**

- (1) Must not commingle Federal Part C of IDEA funds with other funds.
- (2) Must use Federal Part C of IDEA funds to supplement the level of State and local funds expended for eligible infants and toddlers with disabilities and their families, and in no case to supplant those State and local funds.

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

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

d. **Budget:** The Contractor must ensure subcontractors:

- (1) Ensure that all expenditures meet the criteria for necessary, reasonable, and allocable as a direct charge.
- (2) Use fiscal and programmatic data to develop, manage and maintain a final contract operating budget, delineated by fund source(s), to provide ESIT services to eligible infants and toddlers and their families.
- (3) Budget must identify funds for direct services, subcontracting, and indirect costs.
- (4) In accordance with WAC 110-400-0140, Administrative Indirect Costs cannot exceed 10% of total allocation.
- (5) Submit an initial contract budget, for approval, to the ESIT Provider Agency within thirty (30) days of contract execution.
- (6) **Budget Amendment:** The Contractor must ensure subcontractors:
 - (a) Submit for prior approval a budget amendment requests to the ESIT Provider Agency when:
 - i. Adding a subcontract.
 - ii. Terminating a subcontract.
 - iii. Redistributing 10% or more of the total allocation.
- (7) Written requests must be received at least one month prior to the effective date for any amendment.

(8) Final Budget Amendment requests must be received by the ESIT Provider Agency no later than the (insert date), within the Contract period.

e. **Fiscal Management:** The Contractor must ensure subcontractors:

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

8. COMPENSATION/VOUCHER PAYMENT

a. The Contractor must ensure subcontractors:

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

(1) State Birth to Three Special Education Funding – Fee for Service County EIS Rate not to exceed OFM’s annual allocation to the ESIT Provider Agency.

- (a) The Fee for Service County EIS Rate is derived from the Basic Education Allocation (BEA) rate times 1.15, for each School District Catchment Area and weighted by enrollment. The County EIS Rates are based on the DCYF annual average enrollment caseload data from September 2020 – June 2021 and will periodically be adjusted in October, January, and April.
- (b) State Birth to Three Special Education funds may be used to support Medicaid Administrative Claiming activities. These funds are not from a federal source, and DCYF is not currently using them as required match for other federal funds.

(2) Education Legacy Trust Account (ELTA) Annual Allocation

- (a) The Contractor’s annual allocations are based on the ELTA’s per child rate multiplied by the DCYF annual average enrollment caseload from September 2021 through June 2021.
- (b) Compensation is based on actual cost reimbursement not to exceed the maximum ESIT Provider Agency’s ELTA Annual Allocation, as shown in Exhibit B, Budget.

(3) Part C of IDEA

- (a) The Contractor’s annual allocations are based on the Part C of IDEA’s per child rate multiplied by the DCYF annual average enrollment caseload from September 2020 through June 2021.
- (b) Compensation is based on actual cost reimbursement not to exceed the maximum ESIT Provider Agency Part C of IDEA Annual Allocation, as shown in Exhibit B, Budget.
- (c) Part C of IDEA funds used for direct ESIT services are payer of last resort. In

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

- (d) Part C of IDEA will supplement, not replace, existing resources including program income. Any Part C of IDEA funding that has not been utilized by June 30, 2022 will be reallocated by the DCYF.
 - (e) All expenditures must meet the federal cost principles including a number of general factors that affect the allowability of all expenditures, linking the necessity, reasonableness, and allocability of the expenditures as a direct charge to the contract.
- (4) Unspent Part C of IDEA Unrealized Enrollment – COVID Relief Funding
- (a) Unspent Funds used for direct ESIT services must be payor of last resort.
 - (b) All Unrealized Enrollment – COVID Relief Funding must be spent by June 30, 2022.
 - (c) Contractor must track expenditures unique to this allocation separately.

(a) Travel

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

(b) Voucher Verification

- i. Prior to payment under this Contract, the ESIT Provider Abengy must review and approve all data regarding ESIT services rendered; receipt of Deliverables, due according to Exhibit C, Deliverables; completion of activities, as detailed in this Contract; and receipt of a properly completed Form A-19-1A Invoice Voucher as described below:
 - i. Submit a properly completed State Form A-19-1A Invoice Voucher, provided by the DCYF.
 - A. Completed Form A-19-1A Invoice Voucher must include:
 - 1) The actual number of children being billed for State Birth to Three SpEd funding, who:
 - a) Are enrolled in an EIPA **and**
 - b) Are between the ages of birth through 2 years of age and not yet three on the first business day of the month **and**
 - c) Have an active IFSP:
 - a. based on eligibility criteria established in ESIT State Policies **and**
 - b. which meets federal and state procedural requirements **and**
 - d) Are eligible for and receiving early intervention services^[1].

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

- 2) The actual expenditures incurred for the month being billed for Part C of IDEA, ELTA, and Unrealized

Enrollment.

- 3) In addition, included must be an expenditure detail report, showing detailed information that supports monthly expenditures for Part C of IDEA, ELTA, and Unrealized Enrollment funding.

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

9. DELIVERABLES

a. Reporting Requirements:

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