

# CONTRACT APPROVAL REQUEST

BSD 2324-7052

Board Approval Yes

Board Date 09/26/2023

Requestor: Kayley Horne Ext.: 4191 Date: 09/18/2023

*Print Name*

Location: Special Services **Refer** to Contract Agreement Process Instructions for the contract destination located on the Business Office webpage.

Required Data	Complete This Column
Vendor name or name of	Puget Sound Educational Service District
Vendor <b>email address, contact name</b> and <b>phone number</b> .	Contact: Rose Southwick Phone: 425-917-7737 Signer's email: rsouthwick@psed.org
Vendor <b>mailing address</b> (If not on contract)	Address: 800 Oakesdale Ave. SW City, State, Zip: Renton, WA 98057
<b>Detailed</b> description of the purpose for this contract. <b>Answer the who, what, when and where</b>	To provide ECEAP Services for the 2023-2024 School Year.
Duration of Contract	Start Date: 07/01/2023 End Date: 06/30/2024
Auto Renewal Clause? <u>No</u>	Renewal Terms Annually
Contract amount OR Increase amount including any taxes.	Specify the contract amount or increase amount \$2,294,652 Enter total contract amount to-date here \$2,294,652
BSD department or location	Special Services
Name of the administrator	Kristi Struna, Director of Special Services P-5
<u>Source of funds</u> . <b>Not</b> the fund name	PSESD ECEAP
Expenditure budget code. Example: 10 E 530 0100 27 5000 3050 3050 0000 0	10 E 530 8820 27 7320 0300 0300 0000 1 10 E 530 8820 27 7322 0300 0300 0000 1

School Level		Policy 6260  Procedure 6260PR	Department Level (Area of Responsibility)	District Level
\$0 - \$15,000	Less Than \$1,000,000		Less Than \$1,000,000	\$1,000,000 or More
Principal	Exec. Dir. of Education		Director or Above	Superintendent/Designee

DEPARTMENT Level - Director or Above

**It is the responsibility of the budget authority to ensure there is budget capacity.**

Andrea Landes

*Print Name*

*Andrea Landes*

*Signature (Administrator)*

09/19/2023

*Date*

**FOR VENDORS ONLY**

\*\*\*Click here for instructions on how to upload a signed contract and return this form\*\*\*



**ECEAP 2023-2024  
SUBAWARD AGREEMENT BETWEEN**

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT  
EARLY LEARNING PROGRAM  
800 OAKESDALE AVE SW  
RENTON, WA 98057**

**AND**

**BETHEL SCHOOL DISTRICT  
516 176TH ST E  
SPANAWAY, WA 98387-8335**

**THIS CONTRACT** is made and entered into by and between PUGET SOUND EDUCATIONAL SERVICE DISTRICT EARLY LEARNING PROGRAM (hereinafter referred to as "PSESD") and BETHEL SCHOOL DISTRICT (hereinafter referred to as "Center").

**IT IS THE PURPOSE OF THIS CONTRACT** to provide comprehensive Early Childhood Education and Assistance Program (ECEAP) services, in accordance with this contract, all exhibits and attachments, PSESD's Early Learning Program Manual (ELPM), and Department of Children, Youth, and Families (DCYF) ECEAP Performance Standards.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1. CONTRACT MANAGEMENT**

- 1.1 The Contract Manager and Center Director for each of the parties shall be the contact person(s) for all communications and billings regarding the performance of this Contract.
- 1.2 Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing, properly addressed, and either emailed, delivered in person, or by a recognized courier service, or deposited within the United States Postal Service.
- 1.3 Each party shall notify the other party in writing within ten (10) days of any changes of the name and contact information regarding either party's designated Contract Manager or Center Director.
- 1.4 Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four calendar days after mailing or emailing. The notice address as provided herein may be changed by written notice given as provided above.

**2. EXHIBITS AND ATTACHMENTS**

Attached hereto and incorporated herein as though set forth in full are the following exhibits and attachments:

- Exhibit A - STATEMENT OF WORK
- Exhibit B - DELIVERABLES CALENDAR
- Exhibit C - GENERAL TERMS AND CONDITIONS
- Exhibit D - SUPPLEMENTAL TERMS AND CONDITIONS
- Exhibit E – ECEAP PERFORMANCE STANDARDS

The parties agree that the exhibits and attachments listed in this paragraph shall be enforceable against the parties and

are a part of this Contract.

### 3. STATEMENT OF WORK

The parties agree that the Center shall perform the activities and obligations as set forth and described in this Contract and its Exhibits, attached hereto, and incorporated herein as though set forth in full. The Center shall also furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work as set forth and described in this Contract. The Center agrees to provide the services, products and activities at the costs set forth in this Contract.

### 4. PERIOD OF PERFORMANCE

Subject to the requirements of this Contract, the period of performance of this Contract shall commence on July 1, 2023, and be completed on or before June 30, 2024, unless terminated sooner as provided herein.

### 5. COMPENSATION

PSESD shall reimburse the Center upon receipt of proper documentation as required by PSESD, as detailed below. The Center must follow the Office of Management and Budget (OMB) Circular cost principles.

#### FUNDING

Model	Slots
Funded Enrollment (Part Day)	268
Funded Enrollment (School Day)	38
Funded Enrollment (Working Day)	0
<b>Grand Total</b>	<b>306</b>

*W.W.*  
W.W.

Line Items	Funding
Operations	\$2,279,352.29
Parent Funds (\$50/slot)	\$15,300.00
<b>Grand Total</b>	<b>\$2,294,652.29</b>

*W.W.*  
W.W.

PSESD may increase or decrease the approved budget in this Agreement or may make other changes to the Agreement. This will be in the form of an Amendment to the Agreement, which will outline the reasons for any changes.

The parties have determined that the cost of accomplishing the work herein shall not exceed the amount in the table above. Any additional authorized expenditure, for which reimbursement is sought, must be submitted as written documentation following the One-Time Funds application process to the PSESD Contract Manager for pre-approval and established by a written Contract Amendment signed by all designated parties. Compensation will be paid upon the timely completion of services as described in this Contract and is contingent upon acceptance of relevant work products and approval of claims by PSESD as described in this Contract.

### 6. BILLING PROCEDURE

- 6.1 The Center will submit properly completed Reimbursement Claim Forms ("claim") at least monthly, but not more than two times per month, no later than forty-five (45) days after the month's end, except for August and final claims as described below.

**August** - To facilitate PSESD's fiscal year-end deadlines, any claim for payment not already made, up to and including August, must be submitted within thirty (30) days after August month close, (8/31).

**Final** - Upon the expiration of this Contract, any claim for payment not already made shall be submitted to PSESD no later than forty-five (45) days following the expiration date of this Contract. The final claim shall certify that the Center has completed all requirements of this Contract and be marked as **"FINAL CLAIM."**

**Scan and email to claims to:**  
elfiscal@psed.org

- 6.2 Payment to the Center for approved and completed work shall be made by warrant or Electronic Funds Transfer by PSESD and considered timely if made within 30 days of receipt of a properly completed claim. Payment shall be sent to the address designated by the Center and set forth in this Contract.
- 6.3 Each claim must clearly reference the PSESD Contract Number.
- 6.4 The deliverables outlined in the table below shall be submitted before or on the due date. Claims for expenses incurred after the due date will not be processed until the deliverable is submitted.

6.5 In the event that the Center does not complete and/or submit a deliverable outlined in this contract and DCYF holds PSESD's monthly voucher pending that deliverable, PSESD reserves the right to hold the Center's monthly claim until the deliverable is completed and/or submitted.

Deliverable	Due Date	Submission
Site Readiness and Safety Checklists	September 15 (full-year sites) Before classes start (part-year sites)	See Site Readiness and Safety Checklist Procedure in ELPM – Email to <a href="mailto:ELMonitoring@psed.org">ELMonitoring@psed.org</a>
Active Supervision Plans	September 30	See Active Supervision Procedure in ELPM – Post in classroom and email to <a href="mailto:ELMonitoring@psed.org">ELMonitoring@psed.org</a>
SADT Plan	September 15 (full-year sites) Before classes start (part-year sites)	Email to <a href="mailto:ELMonitoring@psed.org">ELMonitoring@psed.org</a>
Inventory – Log and report new small & attractive items (electronics) with a unit cost of \$300 or more (ECEAP only)	Prior to Month Claim Submission	<a href="#">ELPM</a>
BEFORE making equipment purchases of \$5,000 or greater	Complete Purchase Approval Form	<a href="#">Fiscal Team</a>

**7 SIGNATURES**

THIS CONTRACT, including the exhibits and attachments described in section 2, is executed by the persons signing below who warrant they have read and understand this Contract and the exhibits and attachments. The persons signing below further represent that they have the authority to execute this Contract.

**CENTER**

Unique Entity ID: Z6MAJ3Z5R5G8 W.W.

Andrea Landes  
Andrea Landes (Sep 8, 2023 10:39 PDT)

Signature  
Executive Director of Special Services

Andrea Landes

Print

Sep 08, 2023

Date

Thomas G. Seigel  
Thomas G. Seigel (Sep 11, 2023 07:46 PDT)

Signature  
Superintendent

Thomas G. Seigel

Print

Sep 11, 2023

Date

Signature  
Center Director

Print

Date

**PUGET SOUND EDUCATIONAL SERVICE DISTRICT**

John P. Welch  
John P. Welch (Sep 7, 2023 16:20 PDT)

Signature  
Superintendent or Designee

John P. Welch

Print

Sep 07, 2023

Date

Kay Lancaster  
Kay Lancaster (Aug 31, 2023 12:40 PDT)

Signature  
Executive Director for Early Learning

Kay Lancaster

Print

Aug 31, 2023

Date

Signature  
Talena Dixon  
Director, Program Operations & ECEAP

Print

Date

LM  
LM

**BUSINESS OFFICE USE ONLY:**

Account Code: 3400-27-7300-0624-1300-5127  
Account Code: 3400-98-7300-0624-1300-5198

\$2,185,383.13  
\$109,269.16

Contract Number: 0102400015

W.W.  
Contract Total: \$2,294,652.29

Audrey Ata  
Audrey Ata (Sep 7, 2023 14:52 PDT)

Signature  
Business Office Approval

Audrey Ata

Print

Sep 7, 2023

Date

## **1. INTRODUCTION**

- 1.1. The Early Childhood Education and Assistance Program (ECEAP) is Washington's pre-kindergarten program that prepares 3- through 5-year-old children furthest from opportunity for success in school and in 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.
- 1.2. The Department of Children, Youth, and Families (DCYF) operates ECEAP Services, which may include any combination of ECEAP, ECLIPSE, and Complex Needs Funding, through Contractors who design programs to fit their community needs, in compliance with all contract exhibits and attachments. 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.
- 1.3. 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.
- 1.4. Puget Sound Educational Service District (PSESD) is an ECEAP Contractor. PSESD subcontracts with Centers to provide ECEAP services.
- 1.5. ECEAP subcontracts are renewable for subcontractors in good standing, based on available funding.
- 1.6. 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. Performance measures are outlined in Section for of this Statement of Work.

## **2. DEFINITIONS**

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

- 2.1. "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.
- 2.2. "Center" 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, local governments, or nonprofit organizations (per RCW 43.215.415) providing ECEAP services under a signed contract with PSESD.
- 2.3. "Complex Needs Funding" means specific funding designated by the Washington State Legislature to provide additional support in ECEAP classrooms to promote inclusive, least restrictive environments and support providers serving children with developmental delays, disabilities, behaviors needs, or other unique needs. PSESD, as a DCYF Contractor may apply for this funding annually.
- 2.4. "Concrete goods and services of last resort" means the provision of resources with ECEAP Services funding in situations where ECEAP families have no other community- or government-based resources to meet immediate need(s). Using ECEAP Services 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.
- 2.5. "Confidential Information" means information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal laws. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.
- 2.6. "Contract" or "Agreement" means this entire written agreement between PSESD and the Center, including any Exhibit, attachments, documents, program agreement, materials incorporated by reference, and all amendments hereto. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this Contract shall be the same as delivery of an original.
- 2.7. "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.
- 2.8. "Converted Data" means the data which has been successfully converted by PSESD or the Center for processing by DCYF's computer system.



- 2.9. "Data" means records, files, forms, data, information and other documents in electronic or hard copy form, including but not limited to Converted Data.
- 2.10. "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.
- 2.11. "Debarment" means an action taken by a State or Federal agency to exclude a person or business entity from participating in transactions involving certain federal or state funds.
- 2.12. "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.
- 2.13. "ECEAP Services" means administration, enrollment and eligibility, human resources, social/emotional and physical health coordination, education, and family support and engagement services as defined by this Contract and in Exhibit E, ECEAP Performance Standards, and the ECLIPSE Service Delivery Requirements exhibit.
- 2.14. "ECLIPSE" means Early Childhood Intervention Prevention Services and focuses on intervention and prevention services that are trauma-informed, healing-centered, and early learning center-based for families with children birth to five years of age; these services include therapeutic child, family, and classroom supports for eligible children enrolled in ECEAP Services.
- 2.15. "ELMS" means the Early Learning Management System, the database where Contractors enter program and child information.
- 2.16. "ELPM" means the PSESD Early Learning Program Manual available at [www.earlylearningwa.org](http://www.earlylearningwa.org).
- 2.17. "ERSEA" means Eligibility, Recruitment, Selection, Enrollment, and Attendance.
- 2.18. "Family/caregiver" means the birth parent(s), relative caregiver (kinship care), foster parent(s), and/or adoptive parent(s) who act as caregiver(s) for a child.
- 2.19. "Family Child Care Provider/In-home Caregiver" means an in-home child care provider that:
  - 2.19.1. provides regularly scheduled care for a child;
  - 2.19.2. receives child care subsidies; and
  - 2.19.3. is either licensed by the state or is exempt from licensing. Also referred to as a Family Child Care Provider.
- 2.20. "FCC" means Family Child Care.
- 2.21. "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.
- 2.22. "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.
- 2.23. "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.
- 2.24. "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.
- 2.25. "Limited English Proficiency" means a person's primary language is other than English and there is a limited ability to communicate in English.
- 2.26. "Materials" means all items in any format and includes, but is not limited to, Data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- 2.27. "MDT" means Multi-Disciplinary Team established by the contractor to include at least: child's parent(s)/primary caregiver(s) and child's primary teacher; it could include WISE staff, referral source, and any others who are providing services to the child/family.
- 2.28. "MERIT" means the Managed Education and Registry Information Tool, Washington's online database for early care and education and school-age professionals to find training, information on career pathways, track their career progress, and request portable background checks. ECEAP lead teachers, assistant teachers, and family support staff enter their staff qualifications in MERIT.
- 2.29. "Modified services" means classroom services may be closed and services continue to be provided to children and families in an alternative way.

- 2.30. "Moodle" means the Learning Management System (LMS) that hosts PSESD's online courses and data collection portals. It is linked in the header of [www.earlylearningwa.org](http://www.earlylearningwa.org).
- 2.31. "MyTeachingStrategies" means the proprietary child assessment system developed by Teaching Strategies, LLC, and used to assess multiple developmental domains for all ECEAP children.
- 2.32. "Non-classroom staff" means any staff members who do not work in the ECEAP classroom and could have unsupervised access to ECEAP children such as bus drivers, kitchen, and custodial staff.
- 2.33. "Non-Traditional Remote Service" (NTRS) means service delivery other than in-person due to an emergency situation.
- 2.34. "Overpayment" means any payment or benefit to a recipient or to a vendor in excess of that to which is entitled by law, rule, or contract, including the amounts in dispute.
- 2.35. "Performance Standards" are linked at [www.earlylearningwa.org](http://www.earlylearningwa.org).
- 2.36. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, email addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.
- 2.37. "PSESD" means the Puget Sound Educational Service District.
- 2.38. "Regulation" means any federal, state, or local rule, rule, or ordinance.
- 2.39. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <https://apps.leg.wa.gov/rcw/>.
- 2.40. "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.
  - 2.40.1. "Part Day" slot means a minimum of three (3) hours per class session, 360 hours per year, and 30 weeks per year.
  - 2.40.2. "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.
  - 2.40.3. "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.
  - 2.40.4. "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.
  - 2.40.5. "ECLIPSE" is funding to PSESD that is layered on existing Working Day or School Day ECEAP, and upon prior approval, other early learning services.
- 2.41. "Staff" or "staff person" means the Center's directors, officers, employees, and agents who provide goods or services on behalf of PSESD or the Center.
- 2.42. "Transportation" means transportation of children enrolled in ECEAP and/or receiving ECLIPSE services to and from their home daily.
- 2.43. "Tribal Sovereign Nation" (termed as Indian Tribe in Exhibit C: 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.
- 2.44. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://apps.leg.wa.gov/wac/>.



### 3. CENTER PARTICIPATION

The Center must participate in:

- 3.1. Meetings with Center's Team Manager, as scheduled throughout the program year.
- 3.2. Meetings with PSESD Leadership to support continuous quality improvement and implementation of program services, as needed/requested.
- 3.3. The Center must communicate with Center's Team Manager, as changes develop regarding:
  - 3.3.1. Non-traditional Remote Services when in-person services are not possible.
  - 3.3.2. Completion of ongoing documentation of services, as determined by PSESD.
- 3.4. Center Director Meetings and associated activities (send a representative if unable to attend). Alternatively, FCC Providers attend Provider meetings.
- 3.5. Required meetings and trainings, per the Training and Meeting Calendar available on [www.earlylearningwa.org](http://www.earlylearningwa.org).
- 3.6. PSESD annual Self-Assessment process.
- 3.7. Monitoring activities may include, but are not limited to:
  - 3.7.1. Review of deliverables listed in this Contract.
  - 3.7.2. Desktop monitoring.
  - 3.7.3. Intensive on-site program reviews to monitor compliance with program requirements.
  - 3.7.4. Site visits to review records, observe implementation of services, or follow up on compliance issues. These visits may be unannounced.
- 3.8. Submission of items outlined in Exhibit B: Deliverables Calendar completed and on time.
- 3.9. Reviews or audits conducted by PSESD, State of Washington Auditor's Office, DCYF or its designees, United States Department of Agriculture (USDA), or any other program funders.
- 3.10. PSESD, DCYF, and the State of Washington have the right to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Center shall provide a right of access to its facilities to the parties named above or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
- 3.11. Ongoing professional learning, coaching and monitoring to meet DCYF's Performance Based Contracting Measures:
  - 3.11.1. 85% of ECEAP Lead Teachers who have been employed six or more months shall maintain active GOLD IRR Certification.
  - 3.11.2. 30% average gain in social emotional development of children enrolled fall to spring, based on TSF checkpoint scale scores.
  - 3.11.3. 75% of parents attend two of the three parent-teacher conferences during the school year.

### 4. ECEAP OUTCOMES

- 4.1. The expected outcomes of ECEAP are:
  - 4.1.1. 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.
  - 4.1.2. 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.
  - 4.1.3. 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.
  - 4.1.4. 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. EXPECTED ECLIPSE OUTCOMES (This section applies only to subcontractors who are receiving ECLIPSE services directly from PSESD)

- 5.1. ECLIPSE will provide mental health support to individual children and families. A multi-disciplinary team comprised of the child's family members, program staff, community members, mental health, and allied

professionals will collaborate and develop Individualized Care Plans based on the strengths and therapeutic needs of the child and family.

- 5.2. To implement tiered intervention support models that provide specialized services to children enrolled in ECEAP programs. ECEAP programming offers a comprehensive approach to supporting children and families through high quality early learning and development experiences, family support and engagement, and health coordination. ECLIPSE tiered intervention support models will augment and individualize services with children and families enrolled in ECEAP.
- 5.3. Tiered intervention support models funded by ECLIPSE will further the tenants of inclusion, promotion, and prevention. Tiered interventions will encourage relationships that support children and families in their continued development of strong attachments that foster resiliency, build on regulation capacity, and nurture healthy development across all developmental learning domains.

## **6. PRIOR APPROVAL**

- 6.1. Enrolling families with income above 36% State Median Income (SMI), or 100% SMI for tribal children.
- 6.2. Changing class start or end dates.
- 6.3. Adding or moving an existing site or class.
- 6.4. Adding a new classroom or changing a classroom location.
- 6.5. Beginning a major remodeling of the site, including planned use of space not previously approved by the fire marshal's office or DCYF.
- 6.6. Changing a service area boundary.
- 6.7. Purchasing equipment with unit costs 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 Services funds. Refer to Exhibit A, Statement of Work, Purchase Approval section.
- 6.8. Purchasing gift cards to support program activities to support ECEAP children and families and that do not allow for the purchase of alcohol, tobacco, or firearms; gifts and/or gift card purchases with ECEAP funds for subcontractor staff purposes is not allowable
- 6.9. Supporting families with concrete goods and services as a means of last resort.
- 6.10. Selling or disposing of equipment purchased using program funds, in alignment with Inventory Procedure
- 6.11. Changing Center's legal status, Center Director, or organizational structure related to the program.
- 6.12. Implementing variances and waivers to ECEAP Performance Standards and/or ECLIPSE Service Delivery Requirements
- 6.13. Scheduling non-student days, if providing Working Day model.
- 6.14. Enrolling non-ECEAP children in a class funded by this Contract.

## **7. NOTIFICATION TO PSESD**

The Center must follow the most recent ELPM procedure(s) to immediately notify PSESD of:

- 7.1. Any serious issue that may impact to services for children or families.
- 7.2. Any reportable incident, per the Incident Procedure available in the ELPM.
- 7.3. Any issue that has potential for media coverage or when law enforcement is involved.
- 7.4. A Child Protective Services (CPS) report related to program staff, facilities, transportation, or families where safety comes into question.
- 7.5. Notification must be made to PSESD at the first opportunity and no later than 24 hours.
- 7.6. A charge or conviction against the director or a staff person for a disqualifying crime under WAC 170-06-0120.
- 7.7. Change of physical address, mailing address, or phone number of site.
- 7.8. Change of phone number or email address of director.
- 7.9. Change of ownership, chief executive, or director.
- 7.10. Changes to modified or full services.
- 7.11. A fire, major structural change, damage to the premises, or plumbing issue that can impact operations or services to children and families.
- 7.12. Changes in standing with DCYF child care licensing (loss of license, moving out of good standing)
- 7.13. A persistent concern or issue related to classroom management, including staff behavior, staff absences, conditions of the physical environment, or children of concern, including Active Supervision. Follow PSESD's Incident Notification Procedure, available in the ELPM.
- 7.14. Any suspicion that an employee improperly recorded a family's eligibility criteria, or a family provided false information in order to enroll in the program.

- 7.15. Any potential, suspected, attempted, or actual breaches of security including, but not limited to, unauthorized access, use, or disclosure, compromised data, or compromised login IDs or passwords.

## **8. INTERPRETATION AND TRANSLATION**

- 8.1. PSESD, as the Contractor must provide Limited English Proficient (LEP) clients with certified or otherwise qualified interpreters and translated documents.
- 8.2. The Contractor must provide deaf, deaf-blind, or hard of hearing clients with the services of a certified sign language interpreter.
- 8.3. Interpreter and translation services shall be provided at no cost to the Center. All interpreter and translation costs shall be the financial responsibility of the Contractor.
- 8.4. 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.

## **9. DATA ENTRY REQUIREMENTS AND EARLY LEARNING MANAGEMENT SYSTEM (ELMS)**

- 9.1. The Center must enter and maintain accurate data in ELMS and MERIT. This includes ensuring all data is entered in ELMS and MERIT according to Exhibit B: Deliverables Calendar and the ELMS ECEAP Data Entry-Minimum Requirements document which is linked from the ELMS news page.
- 9.2. The Center must complete and enter all Teaching Strategies GOLD® checkpoints as outlined in Exhibit B, Deliverables Calendar.
- 9.3. When transferring ELMS records from another ECEAP Contractor, the Center must obtain written permission from parents before requesting that PSESD contact DCYF to transfer ELMS records. A copy of the documentation must be kept, and the permission must be documented in ELMS.
- 9.4. The Center must complete and enter all Mobility Mentoring assessments and check-ins as outlined in Exhibit B.
- 9.5. 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 de-identified so researchers will not be able to identify individual children.

## **10. ELIGIBILITY AND ENROLLMENT**

The Center must:

- 10.1. DCYF will provide PSESD with contact information for families receiving services from the Department of Social and Health Services (DSHS) who have children who are potentially eligible for the services of this contract. This contact information consists of names and addresses and is to be used solely for recruitment and enrollment purposes for this program. Centers who choose to receive this contact information must:
- 10.2. Protect the information and all documents generated from this information from unauthorized physical or electronic access.
- 10.3. Not transfer this contact information via email.
- 10.4. Submit a Confidential Notice of Non-Disclosure Form to PSESD for each staff who may access this contact information prior to receiving DSHS information.
- 10.5. Limit access to the contact information to persons who have signed the Notice of Non-Disclosure Form.
- 10.6. Not use the contact information for any other purpose than recruitment of families for participation in the services provided under this contract.
- 10.7. Destroy this contact information at the end of the annual recruitment period.

## **11. PORTABLE BACKGROUND CHECKS**

- 11.1. Centers are required to continue to enter the Portable Background Check into MERIT. Staff will receive a conditional status until fingerprinting is completed.
- 11.2. Centers must ensure that DCYF portable background checks (PBCs) 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. Centers must disqualify persons from unsupervised access to children in accordance with WAC 170-06-0070.
- 11.3. 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 2023-2024 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.

## **12. COMPENSATION**

In order to receive payment if classroom(s) are closed due to an emergency, Centers must provide non-traditional remote services (NTRS).

## **13. LICENSING REQUIREMENTS**

- 13.1. 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.
- 13.2. 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.
- 13.3. School Day sites operated by a government entity will not be required to become licensed. This includes Part Day sites with class sessions of 4 hours or more.
- 13.4. These sites will complete and submit an exemption form through PSESD. A new exemption form is not needed if an exemption was approved in prior years.
- 13.5. Part Day classes operating less than 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.

## **14. EARLY ACHIEVERS PARTICIPATION**

- 14.1. Ensure that all sites actively participate in Early Achievers and comply with the Early Achievers Participant Operating Guidelines including, but not limited to:
  - 14.1.1. Non-licensed sites complete the Early Achievers registration application in MERIT within 30 days of starting ECEAP class at the site.
  - 14.1.2. Licensed sites complete Early Achievers registration application within 30 days of enrollment in Early Achievers.
  - 14.1.3. Participate in Early Achievers evaluation, upon request.
- 14.2. Assign a primary contact and facility/site designee for Early Achievers at each site.
- 14.3. Use designated Early Achievers observational assessments to improve curriculum, learning environments and adult-child interactions.
- 14.4. Ensure each ECEAP site is at Level 4 or 5 in Early Achievers within 24 months of enrollment in Early Achievers.
- 14.5. Ensure that sites rated Level 2 or 3 comply with the Early Achievers Remedial Activities Policy.
- 14.6. 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.
- 14.7. Ensure that sites rated below quality comply with the Early Achievers Remedial Activities Policy.
- 14.8. Sites not rated at quality after completion of the remedial activity period will not be funded for ECEAP in the following state fiscal year.
- 14.9. Support sites with coaching and resources to attain or maintain a Level 4 or 5 rating.
- 14.10. 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 PSESD and DCYF.

## **15. STAFFING, QUALIFICATIONS, AND PROFESSIONAL LEARNING**

- 15.1. The Center will inform PSESD within 5 days of any staff changes using the Staff Information Form available on the Hiring and Staff Qualifications page of the ELPM, including but not limited to all positions listed in 13.2.
- 15.2. The Center agrees to provide the following staff as needed to carry out this Contract:
  - 15.2.1. Center Director
  - 15.2.2. Lead Teacher(s)
  - 15.2.3. Teaching Assistant(s)
  - 15.2.4. Family Support Specialist(s)
  - 15.2.5. Nurse Consultant
    - 15.2.5.1. ECEAP staff must have access to a health consultant who provides consultation regarding individual children's health needs and health education programming for children and families. (ECEAP Performance Standard PDTR-20)

- 15.2.5.2. The Center will ensure Nurse Consultants meet qualifications as outlined in ECEAP Performance Standard PDTR-21.
- 15.2.6. Mental Health Consultant
  - 15.2.6.1. Staff must have access to a Mental Health Consultant who is available to provide services as outlined in ECEAP Performance Standard PDTR-24.
  - 15.2.6.2. The Center must ensure Mental Health Consultants meet qualifications as outlined in ECEAP Performance Standard PDTR-25.
- 15.2.7. Other staff as required.
- 15.3. Lead Teachers, Teaching Assistants, and Family Support Specialists must meet minimum qualifications as outlined in the Staff Position Qualifications Guidance document available in the ELPM.
  - 15.3.1. Staff hired provisionally must complete qualifications within 5 years and complete a Professional Development Plan Form (available in the ELPM). PSESD is not obligated to provide funding for provisional hires to complete qualifications.
  - 15.3.2. Centers must keep documentation of qualifications, such as copies of diplomas, transcripts, licenses, and certifications, for seven years after employment ends.
- 15.4. The Center must ensure that an ECEAP Staff Qualifications Application is completed in MERIT within 30 days of hire for each person in the role of ECEAP lead teacher, assistant teacher, and family support staff.
- 15.5. Staff funded by this contract or working with children and families receiving services through this contract must complete online courses according to Exhibit B: Deliverables Calendar.
- 15.6. The Center must support the professional learning of staff by providing regularly scheduled time for:
  - 15.6.1. Curriculum planning.
  - 15.6.2. Reflective practice with coaches, supervisors, and peers.
  - 15.6.3. Attending required training provided by PSESD.
  - 15.6.4. Teachers and Family Support Specialist to complete a minimum of 20 hours of professional development each year. Document the hours in staff member's personnel file at center/site.
  - 15.6.5. Nurse Consultants to attend required trainings twice per year. More information is available on the Training and Meeting Calendar available at [www.earlylearningwa.org](http://www.earlylearningwa.org).

## **16. CHILD SAFETY**

- 16.1. Children's health, safety and well-being must always be the primary concern of the Center in the delivery of services under this Contract. The Center must report child abuse and neglect in accordance with RCW 26.44.030. If the Center, or any of the Center's employees, has reasonable cause to believe that a child has suffered abuse or neglect from any person, the Center 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 Center as well as outside of the Center's care. If a report is made, see Notification to PSESD section of this Exhibit.
- 16.2. The Center must ensure that managers, board members, employees, and volunteers of the ECEAP or Head Start programs who will or may have contact with ECEAP or Head Start children complete training on child abuse and neglect, including reporting procedures, annually before working with children or families. The required training is available on Moodle.
- 16.3. If the Center elects to provide transportation to children, the Center must participate in and adhere to all regulations and training set forth in state and federal laws, program Performance Standards, the ELPM, and the Office of the Superintendent of Public Instruction (OSPI). Failure to follow and/or report any transportation safety violations may lead to an investigation by PSESD Early Learning and other relevant organizations, of which the Center shall fully participate. At the conclusion of the investigation, PSESD has the right to impose a corrective action plan, suspension or dismissal of involved staff, and contractual relationship with the Center as outlined in the Supplemental Terms and Conditions Exhibit.

## **17. POLICIES**

The Center shall maintain internal policies governing its own business systems, fiscal management, and personnel. If a Center policy conflicts with a PSESD policy, the more restrictive policy will prevail. If there is a missing element in the Center policy, the PSESD policy language regarding the missing element must be followed.

## **18. USE OF FUNDS**

- 18.1. The Center must maintain a financial management system with written policies and procedures ensuring strong internal controls.



- 18.2. When expending funds through this Contract for items, personnel or services used by other programs or individuals, funds through this Contract may only be spent for the share used solely for Contract services.
- 18.3. The Center must maintain a written plan describing the use and allocation of funding through this Contract and other funds.
- 18.4. The Center may use funds provided through this contract for the following costs:
  - 18.4.1. 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 5 percent of the amount of this Contract, including Centers' administrative costs, if any.
  - 18.4.2. 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, training, travel, and other costs related to direct services as described in this Contract.
  - 18.4.3. Staff recruitment and retention related payments, in alignment with WAS 357-28-095, limited to:
    - 18.4.3.1. 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.
    - 18.4.3.2. 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 Center and become part of the employee's annual compensation for work performed prior to receipt of any funds.
  - 18.4.4. 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.
- 18.5. The Center may not use funds provided through this Contract for the following:
  - 18.5.1. Costs not directly related to this Contract.
  - 18.5.2. Costs that exceed the Contract amount.
  - 18.5.3. Finance charges or late fees on purchases.
  - 18.5.4. Work charged to or paid by any other contract or funding source.
  - 18.5.5. Any sectarian purpose or activity, including sectarian worship or instruction.
- 18.6. If the Center provides Part Day or School Day ECEAP within a licensed child care, the Center may separately bill for child care subsidy for the same children for hours that they receive child care beyond the ECEAP hours.
- 18.7. The Center may engage in efforts to obtain additional funds and in-kind contributions to expand or enhance service delivery. The Center must not solicit funds from families enrolled in ECEAP or Head Start.

## **19. PURCHASE APPROVALS**

- 19.1. 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:
  - 19.1.1. 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.
  - 19.1.2. 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.
- 19.2. The Contractor must provide a cost allocation plan if the purchase is not solely for ECEAP use.

## **20. INVENTORY**

- 20.1. The Center must log all assets with a unit cost of \$300 or more purchased fully or partially with contract funds into the Early Learning Inventory Log. See ELPM for procedure and necessary forms.



- 20.1.1. The Center must update the log for all assets that have been lost, stolen, or disposed of into the Early Learning Lost/Stolen/Disposal Log. See ELPM for procedure and necessary forms.
- 20.1.2. The Center is required to keep records and log the following assets with unit costs of \$300 or more of ECEAP funds including:
  - 20.1.2.1. All assets with a unit cost (including ancillary costs) of \$5,000 or greater.
  - 20.1.2.2. The following assets with unit costs of \$300 or more:
    - 20.1.2.2.1. Computer systems, laptops, and notebook computers.
    - 20.1.2.2.2. Office equipment.
    - 20.1.2.2.3. Communications and audio-visual equipment, including CD and record players, radios, TVs, VCRs, DVD players, cameras, and photographic projection equipment.
    - 20.1.2.2.4. Appliances.
  - 20.1.2.3. Curricula in hard copies purchased by Contractor OR by DCYF for Contractor.
  - 20.1.2.4. Other assets identified by the Contractor as vulnerable to loss.
- 20.1.3. The inventory list and supporting records must include the following, if applicable:
  - 20.1.3.1. Inventory Control Number (tag).
  - 20.1.3.2. Description of the asset.
  - 20.1.3.3. Manufacturer or trade name.
  - 20.1.3.4. Serial number.
  - 20.1.3.5. Contractor's acquisition date.
  - 20.1.3.6. Order number from purchasing document.
  - 20.1.3.7. Total cost or value at time of acquisition (including all ancillary costs).
  - 20.1.3.8. Ownership status, for example if shared by multiple funding sources.
  - 20.1.3.9. Depreciation (for capital assets).
  - 20.1.3.10. Location of item.
  - 20.1.3.11. Useful life, in years.
  - 20.1.3.12. Disposal date, method, and salvage value.
- 20.1.4. Subject to DCYF determination, Centers may be required to return to DCYF property purchased with ECEAP funding.

## Exhibit B: ECEAP DELIVERABLES CALENDAR

The Center must submit/complete the following deliverables by the dates indicated. This list is not inclusive of all deliverables required from Centers. Always refer to the Monthly To-Do lists in the Connector Newsletter or [ELWA](#) for additional deliverables and information. The Center staff must review and refer to [COVID guidance](#) and the [ELPM](#) as needed for all applicable deliverables, procedures, and forms.

**Indicates a pause in funding:** Reimbursement of expenses will be held in full or in part if deliverable is not met by the due date until deliverable is completed.

Program Staff		
Due by	Deliverable	Submission
<b>Full Year:</b> September 15 <b>Part Year:</b> Before classes start	Complete Site Readiness and Safety Checklist Form – Classroom & Center Director	Emailed to <a href="mailto:Elmonitoring@psed.org">Elmonitoring@psed.org</a>
At enrollment	Complete Health History	Family File & HS/EHS ONLY: Upload to ChildPlus
Before child starts class	Complete Certificate of Immunization Status (and Certificate of Exemption when applicable)	Family File & HS/EHS: Upload to ChildPlus ECEAP: Enter in ELMS
By 1st day of class	All slots fully enrolled	HS/EHS: ChildPlus ECEAP: ELMS
Ongoing	Maintain full enrollment, vacancies filled within 30 calendar days	HS/EHS: ChildPlus ECEAP: ELMS
Before child starts class	Completed Child Health Plan with medication on site (potentially life-threatening illnesses).	Family File, Emergency Backpack & HS/EHS: Upload to ChildPlus ECEAP: Enter in ELMS
Before Fall Checkpoints	Complete Child Enrollment Information Form & Home Language Survey	Family File & <a href="#">MyTeachingStrategies</a>
Before child starts class	PSESd USDA Sites: Complete USDA Enrollment Form (EF)	Family File & upload to ChildPlus (within 5 days of child's 1 <sup>st</sup> day of class)
Before classes start & monthly updates	Complete Monthly Classroom Health & Safety Checklist	Post in classroom
5 <sup>th</sup> of each month	<b>ECEAP Only:</b> Submit ELMS Monthly Report	<a href="#">ELMS</a>
5 <sup>th</sup> of each month	Upload Special Diet List and menus (including all dietary accommodations) for previous month	<a href="#">Moodle</a>
September 15	Complete Class Profile for each classroom/class	<a href="#">Moodle</a>
Monthly	Complete monthly To-Do's/Deliverables	<a href="#">ELPM</a>

<b>Program Staff – continued</b>		
<b>Due by</b>	<b>Deliverable</b>	<b>Submission</b>
Within 45 days of child's 1 <sup>st</sup> day of class	Complete Developmental (ASQ-3 and ASQ-SE) screenings	Record on results on ASQ Online and result form in Family File
Within 45 days of child's 1 <sup>st</sup> day of class	Complete Health and Growth screenings	Record on results form in Family File, a copy to the Family, & HS/EHS: Upload to ChildPlus ECEAP: Enter in ELMS
November 1	Submit Policy Council Representative Notice and Verification Form	<a href="#">ELWA</a>
November 1	Complete Parent Fund Budget Form and Hold 1 <sup>st</sup> Parent Center Committee meeting to review and confirm.	Family Engagement Notebook
November 15	Finalize Fall MyTS Gold Checkpoints	<a href="#">MyTeachingStrategies</a>
Before November 30	Hold Fall parent-teacher conferences and complete Individual School Readiness Goals.	Family File ECEAP: Documentation in ELMS
November 30	ECEAP ONLY: Mobility Mentoring first assessment due	<a href="#">ELMS</a>
Within 6-8 weeks after initial screening	Complete developmental rescreens as needed	Record results on ASQ only and results form kept in Family File & HS/EHS: Family File & upload to ChildPlus ECEAP: Family File & enter in ELMS
Within 90 days of child's 1 <sup>st</sup> day of class	Maintain documentation of up to date well child (including lead/hematocrit results) and dental exams	HS/EHS: Upload to ChildPlus ECEAP: Enter in ELMS
December 15th	Center Transition Plan	Submit to Family Engagement Coach
Beginning in January and ongoing	Discuss and complete transition activities with families.	Document on Family Contact Log
February 15	Finalize Winter MyTS Gold Checkpoints	<a href="#">MyTeachingStrategies</a>
Before February 28	Hold Winter parent-teacher conferences and complete/review/revise Individual School Readiness Goals with families.	Family File ECEAP: Document in ELMS
March 29	ECEAP ONLY: Mobility Mentoring mid-year check-in due	<a href="#">ELMS</a>
6 months after initial screening	Complete 2nd Growth screenings	Record on results form & HS/EHS: Upload to ChildPlus ECEAP: Enter in ELMS

## Program Staff – continued

<b>Due by</b>	<b>Deliverable</b>	<b>Submission</b>
May 15th	Finalize Spring MyTS Gold Checkpoints	MyTeachingStrategies
Before May 30	Hold Spring parent-teacher conferences and complete Individual School Readiness Goals <b>Part year:</b> Complete with Family <b>Full year:</b> Review and revise with family	Family File ECEAP: Document in ELMS
June 28	ECEAP ONLY: Mobility Mentoring final assessment due	<a href="#">ELMS</a>
August 15	<b>Full year Only:</b> Finalize Summer MyTS Gold Checkpoints	<a href="#">MyTeachingStrategies</a>
Before August 31	<b>Full year Only:</b> Hold Summer parent-teacher conferences and Complete Individual School Readiness Goals	Family File

## New Staff: Hiring & Professional Learning

<b>Due by</b>	<b>Deliverable</b>	<b>Submission</b>
During hiring process	Parent participation is required. Complete Verification of Parent Participation in Hiring Process Form	<a href="#">ELPM:</a> Submit through SIF process
Upon hire	Complete Staff Information Form	
Start date	Portable Background Check	
Start date	Review deliverables outlined in New Staff Documentation Requirements (Medical Release (MR), TB results, and MMR immunizations)	
All scheduled sessions	Applicable staff attend (virtual or in-person) New Staff Training	<a href="#">Training and Meeting Calendar</a>
Within 2 months of the start date	Complete online courses in learning path	<a href="#">Moodle</a>
Within the first year	Staff complete Limited Restraint/De-escalation training	<a href="#">Training and Meeting Calendar</a>

## All Staff: Professional Learning

<b>Due by</b>	<b>Deliverable</b>	<b>Submission</b>
Before working with children or families	Staff working with program children/families <u>OR</u> paid with program funds complete “First 5” online courses	<a href="#">Moodle</a>

## All Staff: Professional Learning – continued

<i><b>Due by</b></i>	<i><b>Deliverable</b></i>	<i><b>Submission</b></i>
Before enrolling children	Staff who verify ECEAP eligibility complete a DCYF ECEAP Eligibility and Enrollment training and maintain certificates of completion. These staff must also complete Contractor-provided training on eligibility practices.	<a href="#">Moodle</a>
1 month after classes begin	Returning Staff: Complete online courses in learning path	<a href="#">Moodle</a>
Ongoing	Teachers and Teaching Assistants maintain current GOLD Interrater Reliability Certificate	<a href="#">Systems Manager, Professional Learning</a>
Ongoing	Staff working with children <a href="#">maintain current First Aid/CPR card</a>	Post the card(s) in classroom
Ongoing	Staff working with food and at least one person per classroom maintain current <a href="#">Food Worker Card</a>	Post the card(s) in classroom

## Center Leadership

<i><b>Due by</b></i>	<i><b>Deliverable</b></i>	<i><b>Submission</b></i>
<b>Part Year:</b> April 30 <b>Full Year:</b> June 30 & As changes occur	Submit next year's Center Calendar	Submit to Team Managers
<b>Part Year:</b> Before classes start <b>Full Year:</b> September 15	Complete Site Readiness and Safety Checklist Form – Center Director Center Director also reviews and submits Classroom Checklist(s)	Email to <a href="mailto:Elmonitoring@psed.org">Elmonitoring@psed.org</a>
<b>Part Year:</b> Before classes start <b>Full Year:</b> Sept 15	Complete Safe Arrival, Departure, Transportation Assessment Plan with required supporting documents	Email to <a href="mailto:Elmonitoring@psed.org">Elmonitoring@psed.org</a>
Due each Monday for the previous week	Complete Daily Safe Arrival, Departure, and Transportation Checklist (Self-Transport AND Center-Provided Transportation) for first 3 weeks of class	Email to <a href="mailto:Elmonitoring@psed.org">Elmonitoring@psed.org</a>
September 30	Active Supervision Plan – 1 per classroom	Submitted to Education Coach & post in Classroom
Monthly	Attend and participate in Center Director meetings and additional required trainings	<a href="#">Training and Meeting Calendar</a>
Monthly	Support and oversee completion of monthly To-Do's/Deliverables	<a href="#">ELPM, Connector</a>

<b>Center Leadership – continued</b>		
<b>Due by</b>	<b>Deliverable</b>	<b>Submission</b>
By the 10 <sup>th</sup> of each month	Submit Site and Class report for ECEAP	ELMS
Ongoing as planned	Attend and participate in meetings with Team Manager	Team Manager
Ongoing	Ensure Center is in compliance with Policy Council representation and reporting	ELWA
September 30	All classes are started for the year	HS/EHS: ChildPlus ECEAP: ELMS
October 15	Complete all available and accurate database information	HS/EHS: ChildPlus ECEAP: ELMS
TBD	Complete Site School Readiness Goals	TBD
May 1	If applicable, complete Professional Development Plan Annual Update for provisional hires	
Annually	Complete staff performance evaluations	Personnel file(s) at Center/Site
Annually	If applicable, provide a copy of lease/facility use agreement for space utilized for ECEAP/Head Start services	Team Manager
Upon renewal	Provide a copy of Insurance certificate, ( <b>only</b> if Center is not a state agency or member of the Washington Schools Risk Management Pool.)	Team Manager
During hiring process	Parent participation is required. Complete Verification of Parent Participation in Hiring Process Form	<a href="#">ELPM</a> : Submit through SIF process
Upon hire	Complete Staff Information Form	
Start date	Portable Background Check, cleared before hired	<a href="#">ELPM</a> : Submit through SIF process
Start date	Review deliverables outlined in New Staff Documentation Requirements	
All scheduled sessions	Applicable staff attend (virtual or in-person) new staff training	<a href="#">Training and Meeting Calendar</a>
Within 2 months of the start date	Complete online courses in learning path	<a href="#">Moodle</a>
Before working with children or families	Staff working with program children/families <u>OR</u> paid with program funds complete “First 5” online courses	<a href="#">Moodle</a>



<b>Center Leadership – continued</b>		
<b>Due by</b>	<b>Deliverable</b>	<b>Submission</b>
Before enrolling children	Staff who verify ECEAP eligibility complete a DCYF ECEAP Eligibility and Enrollment training and maintain certificates of completion. These staff must also complete Contractor-provided training on eligibility practices.	<a href="#">Moodle</a>
1 month after classes begin	Returning Staff: Complete online courses in learning path	<a href="#">Moodle</a>
Ongoing	Teachers and Teaching Assistants maintain current GOLD Interrater Reliability Certificate	Program Coordinator, Hiring and Staff Quals
Ongoing	Staff working with children <a href="#">maintain current First Aid/CPR card</a>	Post the card(s) in classroom
Ongoing	Staff working with food and at least one person per classroom maintain current <a href="#">Food Worker Card</a>	Post the card(s) in classroom

<b>Fiscal</b>		
<b>Due by</b>	<b>Deliverable</b>	<b>Submission</b>
September 30	Operating Budget	<a href="#">Fiscal Team</a>
September 30	Staff Compensation Summary	<a href="#">Fiscal Team</a>
September 30	Written Cost Allocation Plan	<a href="#">Fiscal Team</a>
Within 45 days of month's end	<i>Monthly Reimbursement Claim Form (Example: Submit September's claim by November 15)</i>	<a href="#">Fiscal Team</a>
Within 30 days of month's end	<i>USDA Sites Only: Submit monthly invoice for meals/snacks.</i>	<a href="#">Fiscal Team</a> Program Manager, H/N
Prior to submitting monthly claim	ECEAP: Log and report new small and attractive items (electronics) with unit costs of \$300 or more. Prior approval required for items \$5,000 and over must also be logged and reported.  HS/EHS: Prior approval required for items \$5,000 and over and must be logged and reported.	<a href="#">ELPM</a> (see Program Administration webpage and Inventory tab)
Within 5 days of inventory changes	Report lost or stolen items <b>and/or</b> request approval to transfer, sell, dispose of equipment	<a href="#">ELPM</a>
August 15	<i>Actual Year-End Final Reimbursement Claim Form</i>	<a href="#">Fiscal Team</a>

- 1. Access to Data.** The Center shall provide access to data generated under this Contract to the PSESD and the State Auditor at no additional cost. This includes but is not limited to access to all information that supports the findings, conclusions, and recommendations of the Center's reports, including computer models and methodology for those models.
- 2. Alterations and Amendments.** This agreement may be amended only by mutual agreement of all parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- 3. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Center must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- 4. Assignment.** Neither the PSESD nor the Center shall assign this Contract, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either party from its duties or obligations under this Contract.
- 5. Audit Requirements.** If the Center is a subrecipient of federal awards as defined by the Office of Management and Budget (OMB) 2 Code of Federal Regulations C.F.R. §200, the Center shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Center shall make their records available for review or audit by officials of federal agencies, the General Accounting Office, the Washington State Auditor's Office and the PSESD or designee. The Center shall incorporate OMB 2 C.F.R. §200 audit requirements into all Contracts between the Center and its subcontractors who are subrecipients. The Center shall comply with any future amendments to OMB Circular 2 C.F.R. §200 and any successor or replacement Circular or regulation.

If the Center expends \$750,000 or more in federal awards from any other and or/all sources in any fiscal year ending after December 26, 2014, the Center shall procure at their expense a single or program-specific audit for that year. Upon completion of each audit, the Center shall submit to PSESD's Contract Manager the data collection form and reporting package specified in OMB 2 C.F.R. §200, and any reports required by the program-specific audit guide (if applicable).
- 6. Background Checks.** In accordance with Washington State laws, any Centers who will have contact with or near children are required to pass a fingerprint-based background check through both the Washington State Patrol and the Federal Bureau of Investigation before they begin work.
- 7. Budget Revisions.** Any monetary amount of an interlocal agreement budgeted by the terms of this Contract for various activities and line-item objects of expenditure may be revised without prior written approval of PSESD, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of the PSESD.
- 8. Certification Regarding Debarment, Suspension, and Ineligibility.** If federal funds are the basis for this Contract, the Center certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency.
- 9. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Center, the Center agrees to notify the PSESD of the change. The Center shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 10. Confidentiality.** The Center acknowledges that student data, material and information which originates from this Contract, and the student assessment data, material and information which will come into its possession in connection with performance under this Contract, consists of confidential data owned by the PSESD or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Center, therefore, agrees to hold all such material and

information in strictest confidence, not to make use thereof other than for the performance of this Contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Center agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure.

- 11. Disputes.** In the event that a dispute arises under this Contract, it shall be determined in the following manner: (1) The PSESD shall appoint a member to the Dispute Board; (2) the Center shall appoint a member to the Dispute Board; (3) the PSESD and the Center shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties hereto.
- 12. Entire Agreement.** This written Contract constitutes the mutual agreement of the Center and the PSESD in whole. No alteration or variation of the terms of this Contract and no oral understandings or agreements not incorporated herein shall be binding.
- 13. Ethical Conduct.** Neither the Center nor any employee or agent of the Center shall participate in the performance of any duty or service in whole or part under this Contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at chapter 42.52 RCW, RCW 42.17.130 and 41.06.250 prohibiting the use of public resources for political purposes.
- 14. Governing Law.** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for King County.
- 15. Indemnification / Hold Harmless.** The Center shall defend, indemnify and hold the PSESD, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the Center's and/or subcontractor's performance of this agreement, except for injuries and damages caused by the sole negligence of PSESD.  
  
The Center shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this agreement by the Center, their agents, representatives, employees, or subcontractors.
- 16. Independent Capacity.** The parties intend that an independent contractor relationship will be created by this contract. The Center and his/her employees or agents performing under this Contract are not employees or agents of the PSESD. The Center will not hold himself/herself out as nor claim to be an officer or employee of the PSESD by reason hereof, nor will the Center make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Center.
- 17. Insurance.**

***This section does not apply to Community and Technical Colleges (CTC).***

- 17.1. Worker's Compensation Coverage.** The Center shall at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Center's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such worker's compensation and occupational disease requirements shall include coverage for all employees of the Center, and for all employees of any subcontract retained by the Center, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. Satisfaction of these requirements shall include, but shall not be limited to:
  - 17.1.1. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
  - 17.1.2. Purchase worker's compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program an in "a" above, and/or;

17.1.3. Maintenance of a legally permitted and governmentally approved program of self-insurance for worker's compensation and occupational disease.

Except to the extent prohibited by law, the program of the Center's compliance with worker's compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against the PSESD, its directors, officers, and employees.

If the Center, or any subcontractor retained by the Center, fails to effect and maintain a program of compliance with applicable worker's compensation and occupational disease laws, statutes, and regulations and the PSESD incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Center will indemnify the PSESD for such fines, payment of benefits to Center or subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed the PSESD by the Center pursuant to the indemnity may be deducted from any payments owed by the PSESD to the Center for the performance of this Contract.

**17.2. Commercial General Liability.** The Center shall provide Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

**17.3. Auto Coverage.** The Center shall maintain minimum automobile liability insurance of \$1,000,000 per occurrence for personal injury and property damage if contractor or its staff are required to transport students, clients, or staff pursuant to this agreement.

**17.4. Proof of Insurance.** Certificates and or evidence satisfactory to the PSESD confirming the existence, terms and conditions of all insurance required above shall be delivered to the PSESD within five (5) days of the Center's receipt of a request for proof. The policy(ies) of insurance required to be maintained in accordance with this Contract shall not be cancelled or given notice of non-renewal nor shall the terms and conditions thereof be altered or amended without thirty (30) days written notice being given to the PSESD.

PSESD shall be named as an additional insured on the Commercial General Liability insurance policy, as respects activities of the Center and a copy of the endorsement naming PSESD as additional insured shall be attached to the Certificate of Insurance. PSESD reserves the right to receive a certified copy of all required insurance policies.

**18. Licensing and Accreditation Standards.** The Center shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary to the performance of this contract.

**19. Non-Discrimination.** The Center shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to the PSESD. Accordingly, no person shall, on the ground of race, creed, color, national origin, sex, marital status, or the presence of any sensory, mental, or physical disability, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Center and its agents under this Contract. The Center shall notify the PSESD immediately of any allegations, claims, disputes, or challenges made against it under the Americans with Disabilities Act. In the event of the Center's noncompliance or refusal to comply with this nondiscrimination provision, this Contract may be rescinded, cancelled or terminated in whole or part, and the Center may be declared ineligible for further contracts with the PSESD.

**20. Payments.** No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the PSESD. All payments to the Center are conditioned upon (1) Center's submission of a properly executed and supported invoice for payment, including such supporting documentation of performance and supporting documentation of costs incurred or paid, or both as is otherwise provided for in the body of this Contract under Duties of the PSESD, and (2) Acceptance and certification by the PSESD or designee of satisfactory performance by the Center.

Except as otherwise provided in this Contract, (1) All approvable invoices for payment due to the Center shall be paid within thirty (30) calendar days of their submission by the Center, and (2) All expenses necessary to the Center's performance of this contract shall be borne in full by the Center.

- 21. Registration with Department of Revenue.** The Center shall be registered with the Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.
- 22. Rights in Data.** Data that originates under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the PSESD. In the event any data which originates under this Contract is not considered a "work for hire" under the U.S. Copyright laws, the Center hereby, irrevocably assigns all rights, title, and interest in such data, including all intellectual rights, to the PSESD effective from the moment of creation of such data. Data shall include, but not be limited to, notes, minutes, reports, documents, pamphlets, articles, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, photographs, and other items in any format, form, or medium. Ownership includes ownership of all intellectual concepts and properties embodied in data, the right to copyright, patent or register data, and the right to transfer these rights.

Data which is delivered under this Contract, but which does not originate thereunder, shall be transferred to the PSESD with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so: PROVIDED, that such a license shall be limited to the extent which the Center has a right to grant such a license. The Center shall exert all reasonable effort to advise the PSESD, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this Contract. The PSESD shall receive prompt written notice of each notice or claim of copyright infringement received by the Center with respect to any data delivered under this Contract. The PSESD shall have the right to modify or remove any restrictive markings placed upon the data by the Center.

- 23. Records, Documentation and Reports.** The Center shall maintain complete financial records relating to this Contract and complete records documenting the services rendered under the Contract, including all books, records, documents, magnetic media, receipts, invoices, and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. These records shall be subject to all reasonable times to inspection, review, or audit by personnel duly authorized by the PSESD, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement. The Center will retain all books records, documents, and other materials relevant to this Contract for seven (7) years after the date of final payment by the PSESD, and make them available for inspection by persons authorized under this provision.

If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- 24. Right of Inspection.** The Center shall provide right of access to its facilities to the PSESD or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract on behalf of the PSESD. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Center's business or work hereunder.
- 25. Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.
- 26. Subcontracting.** Neither the Center nor any subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of the PSESD. In no event shall the existence of the subcontract operate to release or reduce liability of the Center to the PSESD for any breach in the performance of the Center's duties. This clause does not include contracts of employment between the Center and personnel assigned to work under this Contract.



**28. Termination.**

**28.1. Termination for Convenience.** Except as otherwise provided in this Contract, the PSESD Superintendent or Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Center as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Center. If this Contract is so terminated, the PSESD shall be liable only for payment required under the terms of the Contract for services rendered or goods delivered prior to the effective date of termination.

**28.2. Termination for Default.** The PSESD Superintendent or Designee may terminate this Contract for default, in whole or in part, by written notice to the Center if the PSESD has a reasonable basis to believe that the Center has:

- 28.2.1. Failed to meet or maintain any requirement for contracting with the PSESD;
- 28.2.2. Failed to ensure the health or safety of any client for whom services are being provided under this Contract;
- 28.2.3. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- 28.2.4. Violated any applicable law or regulation.

In such event, the Center shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided that if (i) it is determined for any reason the Center was not in default, or (ii) the Center's failure to perform is without Center's and/or subcontractor's control, fault or negligence, then the termination shall be deemed a "Termination for Convenience."

**28.3. Termination Due to Funding Limitations.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the PSESD may, without advance notice and without liability for damages, terminate the Contract under the "Termination for Convenience" clause. The PSESD and Center may, however, renegotiate this Contract under any such new funding limitations and conditions.

**28.4. Termination Procedure.** Upon termination of this Contract the PSESD, in addition to other rights provided in this Contract, may require the Center to deliver to the PSESD any property specifically produced or acquired for the performance of such part of this agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The PSESD shall pay to the Center the agreed upon price, if separately stated, for completed work and services accepted by the PSESD and the amount agreed upon by the Center and the PSESD for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by the PSESD, and (d) the protection and preservation of the property, unless the termination is for default, in which case the PSESD shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Contract. The PSESD may withhold from any amounts due to the Center such sum as the PSESD determines to be necessary to protect the PSESD against potential loss or liability.

The rights and remedies of the PSESD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this contract.

After receipt of a notice of termination, and except as otherwise directed by the PSESD, the Center shall:

- 28.4.1. Stop work under this Contract on the date and to the extent specified, in the notice;
- 28.4.2. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract this is not terminated;
- 28.4.3. Assign to the PSESD, in the manner, at the times, and to the extent directed by the PSESD, all rights, title, and interest of the Center under the orders and subcontracts in which case the PSESD



has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

- 28.4.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the PSESD to the extent the PSESD may require, which approval or ratification shall be final for all the purposes of this clause;
- 28.4.5. Transfer title to the PSESD and deliver, in the manner, at the times and to the extent as directed by the PSESD, any property which, if the contract had been completed, would have been required to be furnished to the PSESD;
- 28.4.6. Complete performance of such part of the work not terminated by the PSESD; and
- 28.4.7. Take such action as may be necessary, or as the PSESD may direct, for the protection and preservation of the property related to this agreement which, in is in the possession of the Center and in which the PSESD has or may acquire an interest.

**29. Text Messaging when Driving.** Prohibition of text messaging and emailing while driving during official federal grant business. Federal grant recipients, subrecipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

**30. Treatment of Assets.** Except as otherwise provided for in the Contract, the ownership and title to all real property and all personal property purchased by the Center in the course of performing this Contract with moneys paid by the PSESD shall vest in the PSESD, except for supplies consumed in performing this Contract. The Center shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "PSESD"; and, (3) surrender property and title to the PSESD without charge prior to settlement upon completion, termination or cancellation of this agreement.

Any property of the PSESD furnished to the Center shall, unless otherwise provided herein, or approved by the PSESD, be used only for the performance of the Contract.

The Center shall be responsible for any loss or damage to property of the PSESD that results from the negligence of the Center which results from the failure on the part of the Center to maintain and administer that property in accordance with sound management practices.

If any property is lost, destroyed, or damaged, the Center shall notify the PSESD and take all reasonable steps to protect the property from further damage.

All reference to the Center under this clause shall include Center's employees, agents and subcontractors.

## Exhibit D: ECEAP SUPPLEMENTAL TERMS AND CONDITIONS

### 1. 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) **"Center"** 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 PSESD.
- c) **"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.
- d) **"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.
- 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) **"ECLIPSE"** is an acronym that means Early Childhood Intervention Prevention Services. ECLIPSE intervention and prevention services are trauma-informed, healing-centered, and early learning center-based for families with children birth to five (5). ECLIPSE services include therapeutic child, family, and classroom supports for eligible children enrolled in Early ECEAP and ECEAP.
- i) **"ELMS"** means the Early Learning Management System, the database where Centers enter program and child information.
- j) **"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.
- k) **"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.
- l) **"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.
- m) **"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.
- n) **"Limited English proficiency" (LEP)** means a person's primary language is other than English and there is a limited ability to communicate in English.
- o) **"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.
- p) **"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.
- q) **"Non-traditional remote service" (NTRS)** means service delivery other than in-person due to an emergency situation.
- r) **"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

## Exhibit D: ECEAP SUPPLEMENTAL TERMS AND CONDITIONS

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.
- s) **"Tribal Sovereign Nation"** 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.
- t) **"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.

## 2. FISCAL MANAGEMENT

- 2.1. The Center agrees to maintain detailed records to substantiate all fiscal claims. Center financial systems shall contain the following:
- 2.1.1. Accurate, current, and complete disclosure of the financial results of each contract.
  - 2.1.2. Records that identify the source and application of funds.
  - 2.1.3. Control over and accountability for all funds, property, and other assets.
  - 2.1.4. Comparison of actual outlays with budgeted amounts for each contract.
  - 2.1.5. Procedures that minimize the time elapsing between the expenditure of funds and submission of claims.
  - 2.1.6. Procedures for determining reasonableness, allowability, and allocability of costs.
  - 2.1.7. Accounting records that are supported by source documentation.
  - 2.1.8. System for timely and appropriate resolution of audit findings and recommendations.
- 2.2. The Center shall submit monthly reimbursement claims to PSESD with proper documentation for all payments. Monthly claims shall be expedited to report expenses in a timely manner with as little time as possible between the expenditure and the claim. Regular monthly reimbursement claims shall be submitted to PSESD no later than 45 days from the end of each calendar month, to include as many documented expenditures as possible for the preceding month. The final yearly claim shall be submitted to PSESD within 45 days of the last day of the Contract. No payments for claims made more than 75 days after the last day of the Contract will be made without specific permission from PSESD. If expenditure reports are not submitted in a timely manner, PSESD may institute procedures to recapture unclaimed funds and deny reimbursement for these expenditures.
- 2.3. For Automated Clearing House (ACH) payments, deposits will be made on Friday for completed claims received no later than noon on the Wednesday prior. The Center will be notified via email when bank closures or PSESD non-workdays impact this schedule.
- 2.4. It shall be the responsibility of the Center to contact PSESD fiscal staff if payment has not been received within 30 days of submission of claim. Failure to contact PSESD within 75 days of the last day of the Contract for payments not received could result in non-payment.
- 2.5. Approximately six months into the Contract, PSESD staff will analyze Center claims for Budget to Actual. If Center has not claimed a reasonable percentage of Contract funds to ensure a quality program, PSESD staff shall require Center fiscal staff to meet. This could result in re-negotiating funding level for the Center.
- 2.6. When purchases are made that benefit multiple programs, a Cost Allocation Plan rationale is required.
- 2.7. Any additional funding beyond the base Contract shall be claimed on a separate invoice.
- 2.8. Reimbursement shall not be made for any expenses incurred by the Center prior to the start date of this Contract.

## Exhibit D: ECEAP SUPPLEMENTAL TERMS AND CONDITIONS

- 2.9. The Center cannot claim reimbursement for site improvements, building costs, or any other goods or services not completed by the last day of this Contract.
- 2.10. Incentive compensation to employees based on cost reduction, or efficient performance, suggestion awards, safety awards, etc., is allowable to the extent that the overall compensation is determined to be reasonable and such costs are paid or accrued pursuant to an agreement entered into in good faith between the non-Federal entity and the employees before the services were rendered, or pursuant to an established plan followed by the non-Federal entity so consistently as to imply, in effect, an agreement to make such payment. (2 CFR 200.430(f))
- 2.11. Travel expenses allowed in this section (Section 17.k) may include airfare (economy or coach class only), mileage, other transportation expenses, lodging and subsistence necessary during periods of required travel. The Center 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 Center 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 Center's director or authorized designee (i.e. finance director), and available for review.
- 2.12. At the end of the fiscal year, PSESD may have funds that can be accessed through a supplemental claim invoice. Supplemental claims shall be submitted no later than 45 days after the last day of this Contract and will be separate from regular contract claims. If funding is available, supplemental claims will be paid on a case-by-case basis and may only be paid in partial. There are no guarantees of funding. Center cannot claim reimbursement for expenses incurred after the last day of this Contract.
- 2.13. In the event that the Center:
  - 2.13.1. Withdraws use of the space in which the building or property improvements were financed by PSESD, and/or
  - 2.13.2. Return equipment to PSESD in accordance with the Treatment of Asset sections of this Contract.
- 2.14. Upon termination of this Contract, PSESD will pay the Center's final claim only after all contractual obligations have been satisfied.

### 3. ATTORNEY FEES

In the event of litigation or other action brought to enforce this Contract, each party agrees to bear its own attorney fees and costs.

### 4. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

- 4.1. **Assurances.** The Center agrees that all activity pursuant to this Contract will be in accordance with all applicable current federal, state, and local laws, rules, and regulations, including but not limited to the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522) and the Records Retention Act (chapter 40.14 RCW).
- 4.2. **Child Health, Safety, And Well Being And Child Abuse Or Neglect.** In the delivery of services under this Contract, children's health, safety, and well-being shall always be the primary concern of the Center. Centers shall fully comply with the mandatory reporting requirements of RCW 26.44.030 pertaining to child abuse or neglect. In addition, pursuant this Contract, when the Center has reasonable cause to believe that a child has suffered abuse or neglect at the hands of any person, the Center shall immediately report such incident to Child Protective Services (CPS) Intake at 1-866-ENDHARM.
- 4.3. **Civil Rights Laws**
  - 4.3.1. During the performance of this Contract the parties shall comply with all federal and state nondiscrimination laws including, but not limited to chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. § 12101 et seq., the Americans with Disabilities Act (ADA).
  - 4.3.2. In the event of the Center's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Center may be declared ineligible for further contracts with PSESD. The Center shall, however, be given a reasonable time in which to remedy this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

### 4.4. Conflict of Interest

- 4.4.1. Notwithstanding any determination by the Executive Ethics Board or other tribunal, PSESD may, in its sole discretion, by written notice to the Center terminate this Contract if it is found after due notice and examination by PSESD that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Center in the procurement of, or performance under, this Contract.
- 4.4.2. In the event this Contract is terminated as provided above, PSESD shall be entitled to pursue the same remedies against the Center as it could pursue in the event of a breach of the contract by the Center. The rights and remedies of PSESD provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which PSESD makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

4.5. **Noncompliance with Laws, Regulations, or Policies.** The Center shall be responsible for and shall pay any fines, penalties, or disallowances imposed on PSESD or Center arising from any noncompliance with the laws, regulations, policies, guidelines, and Collective Bargaining Agreements that affect the Services or Deliverables that are to be provided or that have been provided by the Center or its agents.

4.6. **Registration with Department of Revenue and Payment of Taxes.** The Center must pay all taxes including, but not limited to, sales and use taxes, Business and Occupation taxes, other taxes based on the Center's income or gross receipts, or personal property taxes levied or assessed on the Center's personal property. The Center shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

### 5. CENTER STAFF

- 5.1. Prior to the effective date of this Contract, the Center shall have provided to PSESD a list of Center Staff that will be performing services pursuant to this Contract. The list shall also include Staff member's job title and his or her job description.
- 5.2. All Staff proposed by the Center as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced. The Center shall provide PSESD with written notice of any Staff changes that the Center proposes on or before the hire date of the new Staff member.
- 5.3. During the term of the Contract, PSESD reserves the right to approve or disapprove Center's staff assigned to this Contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any Center staff found unacceptable by PSESD, subject to PSESD's compliance with applicable laws and regulations.
- 5.4. Center assumes sole and full responsibility for its acts and the acts of its personnel. Center shall ensure that any transition to new staff will not affect the schedule or provision of services set forth in this Contract. Center understands and agrees that PSESD does not assume liability for the actions of Center's or its agents. Center agrees that it has no right to indemnification or contribution from PSESD for any judgments rendered against Center or its agents.

### 6. CONTINUED PERFORMANCE

If PSESD, in good faith, has reason to believe that the Center does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, PSESD may demand in writing that the Center give a written assurance of intent to perform. Failure by the Center to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at PSESD's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

### 7. CENTER STAFF

- 7.1. **Center staff list and job description.** Prior to the effective date of this Contract, the Center shall have provided to PSESD a list of Center Staff that will be performing services pursuant to this Contract. The list shall also include Staff member's job title and his or her job description.
- 7.2. All Staff proposed by the Center as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced. The Center shall provide PSESD with written notice of any Staff changes that the Center proposes on or before the hire date of the new staff member.



## **8. DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION**

### **8.1. Scope of Protection**

This Section applies to data, information, or materials related to the subject matter of this Contract, which is received, created, developed, revised, modified, or amended by DCYF, PSESD, or the Center. Such data, information, and materials shall include but is not limited to all confidential information and personal information of in-home caregivers.

### **8.2. Use of Confidential Information and Sensitive Personal Information**

8.2.1. For Sensitive Personal Information of In-home Caregivers, Data and Confidential Information that is collected, used, or acquired in connection with this Contract the parties shall comply with the following:

8.2.1.1. All federal and state laws and regulations, as currently enacted or revised, regarding the protection, security, and electronic interchange of Sensitive Personal Information of In-home Caregivers, Data and Confidential Information; and

8.2.1.2. All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of Sensitive Personal Information of In-home Caregivers, Data and Confidential Information.

8.2.2. The DCYF or PSESD does not warrant or guarantee the accuracy of the Sensitive Personal Information of In-home Caregivers, Data and Confidential Information provided pursuant to this Contract. The Center understands all risks and liabilities of the use and misuse of the information provided pursuant to this Contract.

### **8.3. Protection of Sensitive Personal Information**

8.3.1. The Center agrees to protect the confidentiality of Sensitive Personal Information of In-home Caregivers.

8.3.2. The Center further understands and agrees that Sensitive Personal Information of In-home Caregivers may only be released or disclosed if required by this Contract, or a lawfully issued court order. The Center further understands and agrees that before the Center can release the Sensitive Personal Information of In-home Caregivers pursuant to a third-party request, or for any other reason, the Center must comply with all the requirements, including notice requirements, contained in this Section (Protection of Sensitive Personal Information).

### **8.4. Notice of Third-Party Request and Intended Disclosure**

8.4.1. **Written Notice Required.** If a third-party requestor seeks from the Center the Sensitive Personal Information of an In-home Caregiver, or the Center intends to release or disclose the Sensitive Personal Information of an in-home Caregiver for any reason not related to a third-party request, the Center shall give notice to PSESD of such request and/or the Center's intent to release or disclose such information.

8.4.2. **Notice Deadline: Third Party Request.** The notice required under this Section (Notice of Third-Party Request and Intended Disclosure) shall be provided to PSESD's program contact within five (5) calendar days from the date of the request, to allow PSESD to see a protective order from the proper tribunal.

8.4.3. **Notice Deadline: Disclosure for any Other Reason.** If the Center intends to release or disclose the Sensitive Information of an In-home Caregiver for a reason that is unrelated to a particular third-party request, the Center shall provide written notice to PSESD no less than twenty-one (21) calendar days prior to the intended release date.

8.4.4. **Basis for Disclosure.** The Center understands and agrees that it will not release the Sensitive Personal Information of an In-home Caregiver without the express written consent from PSESD, or a lawfully issued court order in which PSESD has been given an opportunity to oppose prior to entry of the order.

8.5. If the Center is required by this Contract to release or disclose the Sensitive Personal Information of an In-home Caregiver(s), prior to such release or disclosure the Center must obtain from the recipient of such Sensitive Personal Information a signed DCYC Statement of Confidentiality and Non-Disclosure Agreement consistent with this Contract.

8.6. The Center understands and agrees that before the Center releases or discloses, pursuant to the terms of this Contract, the Sensitive Personal Information of In-home Caregivers, the Center must obtain prior written approval from PSESD agreeing to such disclosure.



### 8.7. Information Technology Security Standards

- 8.7.1. The Center and its staff shall comply with the following:
  - 8.7.1.1. All security standards, practices, and procedures which are equal to or exceed those of the PSESD (which security standards, practices, and procedures of PSESD shall have been provided to Center in writing); and
  - 8.7.1.2. The Washington State Office of the Chief Information Officer IT Standards.
- 8.7.2. The parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Sensitive Personal Information of In-Home Caregivers, Data, and Confidential Information. The Center shall make the Sensitive Personal Information of In-Home Caregivers, Data, and Confidential Information available to amend as directed by PSESD and incorporate any amendments into all the copies maintained by the Center.

### 8.8. Confidentiality Protection

To safeguard the confidentiality of all Sensitive Personal Information of In-Home Caregivers, Data, and Confidential Information, and in addition to the requirements contained in this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) the Center must:

- 8.8.1. Ensure that the Center and Center's staff use Sensitive Personal Information of In-Home Caregivers, Data, and Confidential Information solely for the purposes of accomplishing the services set forth in this Contract.
- 8.8.2. Limit access to Sensitive Personal Information of In-Home Caregivers, Data, and Confidential Information to the Center's staff requiring access for performance of their assigned duties.
- 8.8.3. Require that the Center's staff having access to Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information complete the Standards of Conduct online course at <http://classes.earlylearningwa.org> and electronically agree to the Statement of Confidentiality and Non-Disclosure Agreement before working with children or families. Sensitive Personal Information of In-Home Caregivers, Data, and Confidential information shall not be released to the Center's staff person(s) until the following conditions have been met:
  - 8.8.3.1. PSESD approves the Center's staff person to work on this Contract; and
  - 8.8.3.2. PSESD must receive the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the staff person, from the Center.
- 8.8.4. Center will notify its staff person(s) of the requirements of Section (COMPLIANCE WITH LAWS, RULES AND REGULATIONS) and this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION).
- 8.8.5. Ensure the Sensitive Personal Information of In-Home Caregivers, Data, and Confidential Information is not released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of the individual named or as otherwise authorized by law.
- 8.8.6. Ensure that Sensitive Personal Information of In-Home Caregivers, Data, and Confidential Information is protected from loss and from unauthorized physical or electronic access.
- 8.8.7. Ensure that the input of user identifications and passwords are necessary and required before the Center's staff can access electronically stored Sensitive Personal Information of In-Home Caregivers, Data and Confidential Information.
- 8.8.8. Destroy all Sensitive Personal Information of In-Home Caregivers, Data, and Confidential Information so that it cannot be accessed by unauthorized individuals and cannot be recovered, when the confidential information is no longer required or used for providing services under this Contract, and retention is no longer required by the Records Retention Act (chapter 40.14 RCW) or Section (RECORDS MAINTENANCE), whichever is longer. Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information, the information required to be destroyed under this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) must be destroyed as follows:
  - 8.8.8.1. For paper documents containing Data, but not Sensitive Personal Information of In-Home Caregivers or Confidential Information, a contract with a paper shredding firm is acceptable, provided the contract ensures that the confidentiality of the Data will be

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protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.

- 8.8.8.2. For paper documents containing Sensitive Personal Information of In-Home Caregivers, or Confidential Information, requiring special handling (e.g., Protected Client Information) the documents must be destroyed by on-site shredding, pulping, or incineration.
- 8.8.8.3. If Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information has been contained on optical discs (e.g., CDs or DVDs), the Center shall either destroy by incinerating the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- 8.8.8.4. If Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information has been stored on magnetic tape(s), the Center shall destroy the Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information by degaussing, incinerating, or crosscut shredding.
- 8.8.8.5. If Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information has been stored on server or workstation data hard drives or similar media, the Center shall destroy the Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information cannot be reconstructed, or physically destroying disk(s).
- 8.8.8.6. If Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data recipient shall destroy the Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information by using a "wipe" utility which will overwrite the Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the Sensitive Personal Information of In-Home Caregivers, Data, or Confidential Information cannot be reconstructed, or physically destroying disk(s).
- 8.8.9. Within fifteen (15) calendar days after the completion of the requirements contained in this Section, the Center shall complete and deliver to PSESD a signed Certification of Data Disposition.
- 8.8.10. Ensure that paper records are protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- 8.8.11. Shall immediately notify PSESD after becoming aware of any potential, suspected, attempted, or actual breaches of security including, but not limited to, unauthorized access, use or disclosure, and compromised data, or compromised login IDs or passwords. The Center shall take all necessary steps to mitigate the harmful effects of such breach of security. The Center agrees to defend, protect, and hold harmless PSESD for any damages related to a breach of security by their officers, directors, employees, or agents.

### 8.9. Confidentiality Breach

In the event of a breach by the Center of this Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) and in addition to all other rights and remedies available to PSESD, PSESD may elect to do any of the following:

- 8.9.1. Terminate the Contract;
- 8.9.2. Require that the Center return all Sensitive Personal Information of In-Home Caregivers and Confidential Information to PSESD that was previously provided to the Center by PSESD;
- 8.9.3. Require that the Center destroy all Sensitive Personal Information of In-Home Caregivers Confidential Information so it cannot be accessed by unauthorized individuals and cannot be recovered; or
- 8.9.4. Suspend the Center's on-line access to accounts and other information.

### 8.10. Method of Transfer

- 8.10.1. All data transfers to or from the Center shall only be made by using PSESD-approved secure transfer methods that meets DCYF and state IT security standards established for that specific data.

**8.11. Public Disclosure**

- 8.11.1. Either party to this Contract may designate certain Confidential Information as "Confidential Information/Notice Requested." This designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. The party who owns the data is responsible for informing the other party what it considers Confidential Information.
- 8.11.2. If a third-party requestor seeks information that has been marked "Confidential Information/Notice Requested," notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five (5) business days prior to the date of the disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

**8.12. Access to Data**

In compliance with RCW 39.26.180, the Center shall provide access to data generated under this Contract to PSESD, DCYF, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes, but is not limited to, access to all information that supports the findings, conclusions, and recommendations of the Center's reports, including computer models and methodology for those models.

**8.13. Definitions**

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

- 8.13.1. "Confidential Information" means information that may be exempt from disclosure under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, personal information, agency source code or object code, and agency security data.
- 8.13.2. "Converted Data" means the data which has been successfully converted by the Center for processing by PSESD's or the DCYF's computer systems.
- 8.13.3. "Data" means records, files, forms, data, information, and other documents in electronic or hard copy form, including but not limited to Converted Data
- 8.13.4. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.

**9. DISALLOWED COSTS**

The Center is responsible for any audit exceptions or disallowed costs incurred by its own organization.

**10. DISPUTES**

- 10.1. Also see Disputes Section of General Terms and Conditions Exhibit.
- 10.2. Except as otherwise provide in this Contract, when a dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a Dispute Resolution Board ("DRB").
- 10.3. A request for a DRB must:
  - 10.3.1. Be in writing;
  - 10.3.2. State the disputed issues;
  - 10.3.3. State the relative positions of the parties;
  - 10.3.4. State the Center's name, address, and contact telephone number; and
  - 10.3.5. Be mailed to the other party's (respondent's) Contract Manager after the parties agree that they cannot resolve the dispute.
- 10.4. The respondent shall mail a written answer to the requester's Contract Manager within ten (10) business days of the receipt of the request for a DRB.
- 10.5. Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member. The DRB shall evaluate the facts, Contract terms and applicable statutes and rules and make a determination by majority vote. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. The parties agree that the DRB shall precede any action in a judicial or quasi-judicial tribunal.

**11. DUPLICATE PAYMENT**

PSESD shall not pay the Center if the Center has charged or will charge the State of Washington, or any other party under any other contract or agreement, for the same services or expenses.

**12. ENTIRE CONTRACT**

This Contract, including all referenced exhibits and attachments, contains all the terms and conditions agreed upon by the parties. No other understanding, written, oral, or otherwise regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**13. EXPENSES**

All expenses not provided for specifically in this Contract shall be the responsibility of the Center unless otherwise mutually agreed upon by the parties.

**14. FEDERAL FUNDING REQUIREMENTS**

**14.1. Covenant Against Contingent Fees**

The Center warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Center for securing business. PSESD shall have the right, in the event of breach of this clause by the Center, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

**14.2. Certification of Cost Allocation Plan or Indirect (F&A) Cost Rate Proposal**

14.2.1. A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the non-Federal entity, must be certified by the non-Federal entity using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the non-Federal entity by an individual at a level no lower than vice president or chief financial officer of the non-Federal entity that submits the proposal.

14.2.2. Unless the non-Federal entity has elected the option under OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the non-Federal entity fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the non-Federal entity failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

14.3. Certifications by non-profit organizations as appropriate that they did not meet the definition of a major non-profit organization as defined in OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (a).

14.4. See also OMB 2 C.F.R. §200.450 Lobbying for another required certification.

**15. FUNDING CONTINGENCY**

15.1. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to the completion of work in this Contract, PSESD may:

15.1.1. Terminate this Contract with ten (10) days advance notice. If this Contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination;

15.1.2. Renegotiate the terms of this Contract under the new funding limitations and conditions;

15.1.3. After a review of project expenditures and deliverable status, extend the end date of this Contract and postpone deliverables or portions of deliverables; or

15.1.4. Pursue such other alternatives as the parties mutually agree to in writing.

15.2. Any termination under this Section (FUNDING CONTINGENCY) shall be considered a Termination for Convenience.

## 16. HEADINGS

The headings throughout this Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

## 17. INDEMNIFICATION

- 17.1. To the fullest extent permitted by law, Center shall indemnify, defend and hold harmless PSESD and all officials, agents and employees of PSESD, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Center's obligation to indemnify, defend, and hold harmless includes any claim by Center's agents, employees, or representatives.
- 17.2. Center expressly agrees to indemnify, defend, and hold harmless PSESD for any claim arising out of or incident to Center's performance or failure to perform under the Contract. Center's obligation to indemnify, defend, and hold harmless the PSESD shall not be eliminated or reduced by any actual or alleged concurrent negligence of PSESD or its agents, agencies, employees and officials.
- 17.3. The Center waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

## 18. INSURANCE

- 18.1. Also see Insurance Section of General Terms and Condition Exhibit.
- 18.2. The Center shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect PSESD should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Centers or its agents, while performing under the terms of this Contract.
- 18.3. The insurance required by this Contract shall be issued by an insurance company(ies) authorized to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by PSESD before the contract is accepted.
- 18.4. The Center shall instruct the insurers to give PSESD thirty (30) calendar days advance written notice of any insurance cancellation or non-renewal.
- 18.5. PSESD shall be named as an additional insured on all general liability, excess, umbrella, and property insurance policies. If the Center is currently covered under an insurance risk pool, this section shall only apply if the Center terminates coverage under the insurance risk pool and obtains a different form of insurance consistent with this section.
- 18.6. All insurance provided in compliance with this Contract shall be primary to any other valid and collectable insurance or self-insurance programs afforded to or maintained by the State of Washington. If the Center is currently covered under an insurance risk pool, this section shall only apply if the Center terminates coverage under the insurance risk pool and obtains a different form of insurance consistent with this section.
- 18.7. By requiring insurance herein, PSESD does not represent that coverage and limits will be adequate to protect the Center, and such coverage and limits shall not limit the Center's liability under the indemnities and reimbursements granted to PSESD in this Contract.
- 18.8. ***This section does not apply to Community and Technical Colleges (CTC).*** The Center shall provide insurance coverage which shall be maintained in full force and effect during the term of this Contract, as follows:
  - 18.8.1. **Commercial General Liability Insurance Policy.** The Center shall maintain Commercial General Liability ("CGL") Insurance, including contractual liability, and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 per each occurrence. If such CGL Insurance contains aggregate limits, the general aggregate limit shall be at least twice the "each occurrence" limit.
  - 18.8.2. **Automobile Liability Policy.** In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the Center, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.
  - 18.8.3. **Professional Liability Policy.** If services delivered pursuant to this Contract, either directly or indirectly, involve or require providing professional services, then professional liability insurance shall be required. Such coverage shall cover injury or loss resulting from the Center's rendering of or failing to render professional services and shall be no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, the Center shall maintain



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limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or per person limit. If professional liability insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Contract. The Center is required to buy professional liability insurance for a period of 24 months after completion of this Contract. This requirement may be satisfied by the continuous purchase of commercial insurance or an extended reporting period.

- 18.8.4. **Employers Liability ("Stop Gap") Insurance.** The Center shall buy employers liability insurance with limits of not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury caused by disease.

### 19. LIMITATION OF AUTHORITY

Only the Center's agent or agent's delegate by writing (delegation to be made prior to action) and PSESD's agent or agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the agents for both parties.

### 20. MONITORING

- 20.1. PSESD has the right to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Center shall provide a right to access to its facilities to PSESD, personnel authorized by PSESD, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.
- 20.2. Monitoring activities may include, but not be limited to:
- 20.2.1. Review of the deliverables and other requirements listed in the Deliverables Exhibit of this Contract
  - 20.2.2. Site visits to review records, observe implementation of services or follow up on compliance issues. These visits may be unannounced.
  - 20.2.3. Intensive program reviews, including intensive on-site program reviews. The off-site and on-site program reviews may include, but not be limited to, review of the following:
    - 20.2.3.1. Center's compliance with Section (COMPLIANCE WITH LAWS, RULES AND REGULATIONS);
    - 20.2.3.2. Center's compliance with Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION);
  - 20.2.4. On-site program reviews and site visit records reviews must be scheduled in advance with the Center.

### 21. NEUTRAL AUTHORSHIP

Each of the provisions of this Contract has been reviewed, negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Contract in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract.

### 22. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Contract, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal statutes, regulations, policies, and Federal Certifications and Assurances;
2. Applicable State of Washington statutes, regulations, and policies;
3. The terms and conditions as contained in this basic Contract instrument but not contained in the exhibits or attachments of this Contract;
4. Exhibit C - General Terms and Conditions;
5. Exhibit D - Supplemental Terms and Conditions;
6. Program Performance Standards
7. Exhibit A - Statement of Work;
8. Exhibit B - Deliverables Calendar; and
9. Any other exhibit or attachment, provision, term, or material incorporated herein by reference or otherwise.



### 23. OVERPAYMENT

- 18.1. Center shall promptly, but in all cases within 30 Days, pay to PSESD the full amount of any erroneous payment or overpayment (a) upon Notice of an erroneous payment or overpayment to which Center is not entitled with supporting documentation to substantiate such erroneous payment or overpayment and the grounds for the PSESD's determination of such erroneous payment or overpayment or (b) when any such erroneous payment or overpayment is otherwise discovered by Center.
- 18.2. In addition to the requirements contained in this Section, the Center agrees that PSESD may also recover overpayments made to the Center by deducting amounts owed to the Center. PSESD must provide written notice to the Center if it elects to recover overpayments by deducting amounts owed to the Center.

### 24. PUBLICITY

- 24.1. The award of this Contract to Center is not in any way an endorsement of Center or Center's Services by PSESD and shall not be construed by Center in any advertising or publicity materials.
- 24.2. The Center agrees to submit to PSESD all advertising and publicity matters relating to this Contract in which the State of Washington or DCYF's name, state seal or logo is mentioned or used or language is used from which a connection with the State of Washington or DCYF may, in PSESD's judgment, be inferred or implied. Center also agrees to submit for approval all advertising and publicity matters in which the PSESD name or logo is used. Center agrees not to publish or use such advertising and publicity matters without the prior written consent of PSESD.
- 24.3. All publications funded, in whole or in part, under this Contract will use DCYF logo and PSESD logo and will acknowledge credit as either providing "funding in partnership with" or "funded by" DCYF and PSESD. The full-color or black-and-white DCYF logo and PSESD logo, provided by Contract Manager, shall appear in its entirety, without modification.

### 25. RECAPTURE

- 25.1. In the event that the Center fails to expend funds under this Contract in accordance with state laws and/or the provisions of this Contract, PSESD reserves the right to recapture funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.
- 25.2. Such right of recapture shall exist for a period not to exceed six years following Contract termination. Repayment by the Center of funds under this recapture provision shall occur within 30 days of demand. In the event that PSESD is required to institute legal proceedings to enforce the recapture provision, PSESD shall be entitled to its costs thereof.

### 26. RECORDS MAINTENANCE

- 26.1. The Center shall maintain all books, records, documents, Data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Center shall retain such records for a period of six (6) years following the date of the final payment. At no additional cost, these records, including Materials generated under the Contract, shall be subjected at all reasonable times to inspection, review or audit by PSESD, personnel duly authorized by PSESD, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- 26.2. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

### 27. REMEDIES

Except for remedies designated specifically as exclusive, no remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now, or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

### 28. SITE SECURITY

While on PSESD's premises, the Center, its agents, or employees shall conform in all respects with physical, fire or other security policies or regulations.

## Exhibit D: ECEAP SUPPLEMENTAL TERMS AND CONDITIONS

### 29. TERMINATION

29.1. Also see Termination Section of General Terms and Conditions Exhibit.

#### 29.2. Termination for Cause

- 29.2.1. In the event PSESD determines the Center has failed to comply with the conditions of this Contract in a timely manner, PSESD has the right to suspend or terminate this Contract. PSESD shall notify the Center in writing of the need to take corrective action. If appropriate corrective action is not taken within thirty (30) days, the Contract may be terminated.
- 29.2.2. PSESD reserves the right to suspend all or part of this Contract, withhold further payments, or prohibit the Center from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Center or a decision by PSESD to terminate the Contract.
- 29.2.3. In the event of termination, the Center shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs related to the replacement contract (e.g., cost of the competitive bidding, mailing, advertising, and Staff time). The termination shall be deemed to be a "Termination for Convenience" if it is determined that: (1) the Center was not in default; or (2) failure to perform was outside of Center's control, fault or negligence. The rights and remedies of PSESD provided in this Section (TERMINATION FOR CAUSE) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 29.2.4. A filing for bankruptcy by Center will be deemed a material breach and may result in immediate termination of this Contract.
- 29.2.5. Section titled TERMINATION FOR CAUSE, sub-section a. shall not apply to conduct in the performance of this Contract by the Center(s) that involves child abuse or neglect. In the event PSESD has reason to believe that in the performance of this Contract that any Centers cause a child to be abused or neglected as defined in chapter 26.44 RCW, PSESD may immediately suspend or terminate this Contract. PSESD may elect to notify the Center in writing of the need to take corrective action before this Contract is suspended or terminated by PSESD.

#### 29.3. Termination for Convenience

PSESD may terminate this Contract in whole or in part when it is in the best interest of PSESD by giving the Center at least thirty (30) calendar days' written notice. If this Contract is so terminated, PSESD shall be liable only for payment required under the terms of this Contract for services received and accepted, or goods delivered and accepted, prior to the effective date of termination.

#### 29.4. Termination Procedure

- 29.4.1. Upon termination of this Contract the PSESD, in addition to any other rights provided in this Contract, may require the Center to deliver to PSESD any property specifically produced or acquired for the performance of such part in this Contract as has been terminated. The provisions of Section (TREATMENT OF ASSETS) shall apply in such property transfer.
- 29.4.2. PSESD shall pay to the Center the agreed upon price, if separately stated, for completed work and service(s) accepted by PSESD, and the amount agreed upon by the Center and PSESD for (i) completed work and service(s) for which no separate price is stated, (ii) partially completed work and service(s), (iii) other property or services which are accepted by PSESD, and (iv) the protection and preservation of property, unless the termination is for default, in which case PSESD and Center may agree to the extent of the liability of PSESD. Failure to agree to the extent of the liability shall be a dispute within the meaning of Section (DISPUTES) of this Contract. PSESD may withhold from any amounts due the Center such sum as PSESD determines to be necessary to protect PSESD against potential loss or liability.
- 29.4.3. The rights and remedies of PSESD provided in this Section (TERMINATION PROCEDURE) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 29.4.4. After receipt of a notice of termination, and except as otherwise directed by PSESD, the Center shall:
  - 29.4.4.1. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - 29.4.4.2. Place no further orders or subcontracts for materials, services, or facilities except as be necessary for completion of such portion of the work under the Contract as is not terminated;

## Exhibit D: ECEAP SUPPLEMENTAL TERMS AND CONDITIONS

- 29.4.4.3. Assign to PSESD, in the manner, at the times, and to the extent directly by PSESD, all of the rights, title, and interest of the Center under the orders and subcontracts so terminated, in which case PSESD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- 29.4.4.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of PSESD to the extent PSESD may require, which approval or ratification shall be final for all the purposes of this clause;
- 29.4.4.5. Transfer title to PSESD and deliver in the manner, at the times, and to the extent directed by this Contract or by PSESD any property which, if the Contract had been completed, would have required to be furnished to PSESD;
- 29.4.4.6. Complete performance of such part of the work as shall not have been terminated by PSESD; and
- 29.4.4.7. Take such action as may be necessary, or as PSESD may direct, for the protection and preservation of the property related to this Contract which is in possession of the Center and in which PSESD has or may acquire an interest.

### 30. WAIVER

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by personnel authorized to bind each of the parties.

### 31. WITHHOLDING PAYMENTS

PSESD may withhold payment to a Center for any services/deliverables not performed as required hereunder until such time as the Center modifies or delivers services/deliverables to the satisfaction of the PSESD.

### 32. CENTER REPRESENTATIONS AND WARRANTIES

- 32.1. **Qualified to do Business.** Center represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 32.2. **Suspension & Debarment.** Center represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 32.3. **Quality of Goods or Services.** Center represents and warrants that any goods and/or services sold pursuant to this Contract shall be merchantable, shall conform to this Contract, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Center further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third-party patent. Upon breach of warranty, Center will repair or replace (at no charge to PSESD) any goods and/or services whose nonconformance is discovered and made known to the Center. If, in PSESD's judgment, repair or replacement is inadequate, or fails of its essential purpose, Center will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.
- 32.4. **Wage Violations.** Center represents and warrants that, during the term of this Contract and the three (3) year period immediately preceding the effective date of this Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52. For purposes of this Subsection (Wage Violations) and pursuant to RCW 49.48.082, "willful" shall mean a knowing and intentional action that is neither accidental nor the result of a bona fide dispute, as evaluated under the standards applicable to wage payment violations under RCW 49.52.050(2).

## Exhibit D: ECEAP SUPPLEMENTAL TERMS AND CONDITIONS

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- 32.5. **Pay Equality.** Center represents and warrants that, as required by Washington state law (Laws of 2019, Chap. 415, §225(4)(f)), during the term of this Contract the Center agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals.
- 32.5.1. For purposes of this Subsection (Pay Equality), employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
  - 32.5.2. For purposes of this Subsection (Pay Equality), the Center may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
    - 32.5.2.1. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
    - 32.5.2.2. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.
  - 32.5.3. Notwithstanding any provision to the contrary, upon breach of this pay equality warranty (Subsection Pay Equality) and Center's failure to provide satisfactory evidence of compliance within thirty (30) days, PSESD may suspend or terminate this Contract.
- 32.6. **Procurement Ethics & Prohibition on Gifts.** Center represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Center providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 32.7. **Sensitive Personal Information of In-home Caregivers.** Center represents and warrants that, as required by state law (RCW 42.56.640, RCW 42.56.645, and RCW 43.17.410), it agrees to fully comply with all applicable non-disclosure requirements that pertain to the Sensitive Personal Information of In-home Caregivers.

# 2023-24 ECEAP PERFORMANCE STANDARDS



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

Revised Date: April 14, 2023

Early Learning Division | Approved for Distribution by Kelli DeBoer, ECEAP Innovation and Capacity Manager



# Washington State Department of CHILDREN, YOUTH & FAMILIES

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## Introduction to the 2023-24 ECEAP Performance Standards

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

The ECEAP Performance Standards explain the service delivery requirements of the Washington State Early Childhood Education and Assistance Program (ECEAP). They serve as the basis for ECEAP program monitoring. Contractors must comply with the Performance Standards as part of their contract with the Department of Children Youth and Families. As the foundation of quality, all ECEAP sites must comply with health and safety requirements in [WAC 110-300](#).

ECEAP Contractors must also comply with all applicable federal, state, tribal or local regulations.

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

The 2023-24 Standards will be in effect beginning July 1, 2023.

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

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

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

## Intent and Authority

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

### IA-1 ECEAP Definitions

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

**“Affirmative Action”** means taking action to increase the representation of affected groups in the workforce when a particular group is under-represented.

**“Alternative Attendance Plan”** means a temporary plan developed with the family, that includes a beginning and end date and ensures comprehensive services when a child is unable to attend or unavailable for the regular daily schedule.

**“Annual Learning Plan”** means the annual plan that focuses on each staff member’s professional development goals.

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

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

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

**“Cultural” or “culturally”** means relating to the ideas, customs, and social behavior of all communities.

**“Culturally Relevant”** means children see and experience themselves, their families and culture reflected in the classrooms. They experience their full identities affirmed.

**“Culturally Responsive”** means teachers and staff weave children’s cultural ways of knowing into their teaching, finding what works for each child.

**“Curriculum”** consists of the plans for learning experiences through which children will acquire knowledge, skills, abilities and understanding.

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

**“Dual Language Learners”** refers to children who are learning two or more languages at the same time. This term includes children who learn two or more languages from birth, and children who are still mastering their home language when they are introduced to and start learning a second language. (Source: The Washington State Early Learning and Development Guidelines.)

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

**“ESE”** means Exceeds State Median Income Eligibility wherein a family’s income exceeds the state median income percentage for ECEAP eligibility.



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

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

**“Government to Government”** refers to the relationship between Washington State and Tribal Governments. ([RCW 43.376.010](#))

**“Impact”** is the current DCYF determined data system used by Early Achievers partners including Child Care Aware/regional lead agencies to track and maintain data including facility/sites quality improvement progress.

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

**“Individual Care Plan”** means a specific plan to meet the individual needs of a child with a food allergy, special dietary requirement due to a health condition, or other special needs or circumstances. This must be informed by any existing:

- Individualized Education Program (IEP) or Individual Family Service Plan (IFSP)
- Individual Health Plan
- 504 plan
- Individualized Family Service Plan (IFSP)
- Individualized Meal Plan
- Child Focus Response Plan (formerly Positive Behavior Support Plan)

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

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

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

**“Isolation”** means purposely leave a child unsupervised to de-escalate due to behavior.

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

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

**“Local Education Agency” (LEA)** is a public board of education or other public authority within a state that maintains administrative control of public elementary or secondary schools in a city, county, township, school district or other political subdivision of a state.

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

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

**"Professional Development Plan" (PDP)** means a specific education plan for an employee to complete in order to meet the education qualifications for their position.

**"Restraint"** means to bind or restrict a child's movement or forcibly move them to another area.

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

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

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

**"Tribal Child"** (*Temporary definition*) Children are considered tribal if they are members of sovereign tribal nations that have a government-to-government relationship with the U.S. government. This is verified through site approval if enrolling at a tribal site, or parent report if enrolling at a non-tribal site.

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

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

## IA-2 Non-Discrimination

- (1) Contractors must not deny service to, or discriminate against any person who meets the eligibility criteria for ECEAP on the basis of sex, gender identity, race, ethnicity, color, religion, age, national origin, citizenship, ancestry, physical or mental disability, health, family configuration, sexual orientation, gender expression, culture, veteran status, stages of child development including toilet learning or public assistance recipient status.
- (2) Contractors must comply with the requirements of the Washington law against discrimination ([Chapter 49.60 RCW](#)) and with the [Americans with Disabilities Act \(ADA\)](#).
- (3) Contractors must have a written nondiscrimination policy addressing:
  - (a) At least, but not limited to the factors listed in section (1) of this section,
  - (b) The process for family complaints including but not limited to;
    - (i) How families may submit a complaint
    - (ii) Organization's timeline for responding
    - (iii) Steps organization will take for resolution
    - (iv) How the organization will respond to the family (written)
    - (v) Process for who to contact at DCYF if complaint is unresolved
  - (c) The process for informing and training staff on nondiscrimination policy

- (4) Non-discrimination policy should be included in parent handbook or other written communications, with translations as appropriate.

## Child Outcomes

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

## CO-1 Developmental Screening and Referrals

- (1) Contractors must conduct a developmental screening of each child with parental consent, within 45 calendar days, counting a child's first day attending class as day one. This screening is required only once per child while in ECEAP, and is followed by quarterly assessments of child development.
- (2) Exceptions:
  - (a) If a child received a developmental screening within six months prior to starting ECEAP, and the contractor obtains documentation of that screening, the contractor may use the existing screening.
  - (b) The contractor does not need to complete a developmental screening for children who are on an active Individualized Education (IEP), unless the IEP is for speech/language only.
- (3) The purpose of the developmental screening is to identify children who may need further evaluation or referral for special services.
- (4) The developmental screening tool must:
  - (a) Be valid and reliable.
  - (b) Be sensitive to the cultural and linguistic needs of enrolled children and families.
  - (c) Screen speech/language, social-emotional, physical/motor and cognitive development.
- (5) The developmental screening must be administered:
  - (a) With written parent consent and collaboration.
  - (b) By qualified and trained staff.
  - (c) In a child's home language by bilingual staff, or through an interpreter together with qualified staff, when possible.
- (6) After completing the screening, staff must score the tool and share the results with the family in their home language when possible. If any child scores as needing further evaluation, staff must:
  - (a) Meet with the parent to discuss result to determine if a rescreen or referral is appropriate.
    - (i) Rescreens must follow the guidance of the developmental screening tool used.
  - (b) Refer the parent to the LEA for further evaluation.
  - (c) Ensure the child receives the needed evaluations and any related services, while respecting parent choice.
  - (d) Partner with the LEA to support federal and state timelines for the evaluation process.
- (7) For all children with an Individualized Education Program (IEP), contractors must:
  - (a) Request that the LEA invite the ECEAP teacher to IEP meetings.
  - (b) Support the participation of ECEAP teachers to attend IEP meetings.
  - (c) Obtain a copy of the current IEP and retain in child's file.
  - (d) Include the child's IEP goals in individualized planning.
- (8) Staff must document developmental screening dates, results, referrals, follow-ups and IEP dates in ELMS.

## CO-2 Transition Plan

Effective transitions create continuity in the growth and development of children and the cultivation of relationships that begin at birth and extend long into a child's life. Successful transitions include the child, family, early care and education providers, pre-K and school district staff and the larger community.

- (1) Contractors must write a transition plan in partnership with families that includes an annual schedule of activities to assist children and families transitioning:
  - (a) Into ECEAP from home, another contractor or other early learning care
  - (b) Between rooms at any B-5 ECEAP site
  - (c) Out of an ECEAP classroom to another contractor or other early learning care
  - (d) From ECEAP to kindergarten
  - (e) From an IFSP to an IEP.
- (2) Kindergarten Transition Plan must include how contractors will coordinate with schools in their service areas to:
  - (a) Plan joint family events, when possible.
  - (b) Connect ECEAP families to school kindergarten readiness events provided by schools.
  - (c) Inform ECEAP families of kindergarten registration processes.
  - (d) Build relationships with kindergarten teachers to promote successful transitions.
  - (e) Exchange child information, such as child assessments, with parent permission.
  - (f) Discuss during parent-teacher conferences to help families understand their child's progress towards kindergarten readiness.

## CO-3 Observation

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

## CO-4 MyTeachingStrategies® GOLD® Assessment

- (1) All ECEAP contractors must use MyTeachingStrategies® GOLD® to document assessment of child development and learning, and participate in the ELMS to GOLD® data feed which loads ECEAP site, class, teacher and child data into GOLD® and archives exited ECEAP children automatically. This includes all ECEAP subcontractors.
- (2) Contractors must:
  - (a) Finalize checkpoint ratings in GOLD® by the DCYF quarterly due date for each child who attended class for a minimum of three weeks prior to the checkpoint.
  - (b) Ensure teachers gather observations and additional information from family and staff, including from observers who speak the child's home language, when possible.
  - (c) Rate all required objectives in the six areas of development and learning (mathematics, language, literacy, social-emotional, physical and cognitive) for each child.

- (d) Complete the Home Language Survey by each child's first checkpoint after enrollment and if indicated, assess the child's English language acquisition using objectives 37-38.
- (3) Contractors must analyze their aggregate child assessment data to inform continuous improvement planning, including:
  - (a) Culturally responsive teaching practices.
  - (b) Curriculum decisions.
  - (c) Staff professional development.

## CO-5 Individualization

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

## Family Engagement and Partnerships

Relationship-based family partnerships are an essential component of ECEAP comprehensive services. A contractor must integrate parent and family engagement strategies into all systems and program services to support family well-being. Using Mobility Mentoring®, an innovative two-generation approach that addresses the prevalent needs of families, ECEAP staff collaborate with families to build partnerships that engage families in many levels of program activities and support the development of each enrolled child's whole family. Begin the Mobility Mentoring Bridge and Assessment as early in the program year as possible. The goal setting process continues for as long as the family participates in the program, based on parent interest and need.

These practices include identifying and interrupting biases with awareness-building, listening to families about their experiences, training and staff accountability. Anti-bias practices create and foster responsive environments in which all children and their families experience an unconditional sense of belonging and acceptance.

## FEP-1 Family Engagement and Partnership Principles

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

## FEP-2 Parent-Teacher Conferences

- (1) Contractors must ensure ECEAP teachers provide regular ongoing parent-teacher conferences as needed with a minimum of one for each enrolled child per quarter.



- (a) For Part Day and School Day classes, contractors must schedule three conferences per year.
- (b) For Working Day classes, contractors must schedule four conferences per year.
- (c) Contractors may provide additional conferences based on family request or individual child needs.
- (2) To count as one of the required parent-teacher conferences, each conference must be:
  - (a) A minimum of 30 minutes.
  - (b) Scheduled based on individual family needs.
  - (c) In a location agreed upon with the family.
  - (d) Face-to-face in person or online with the family.
  - (e) Be planned with individualized content for each child.
- (3) Phone or email contact may be used in place of face-to-face visits **only** for additional conferences, follow-up conversations or during Non-Traditional Remote Service (see PAO-68).

### FEP-3 Parent-Teacher Conference Content

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

### FEP-4 Family Support Visits

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

- (4) Phone or email contact may be used in place of face-to-face visits **only** for additional conferences, follow-up conversations or during Non-Traditional Remote Service (see PAO-68).

### FEP-5 Family Support Visit Content

- (1) Contractors must use the Mobility Mentoring® approach in partnership with families to:
  - (a) Gather information on family strengths and needs through conversation.
  - (b) Identify goals and next steps based on the information gathered using the *Bridge to Child and Family Self-Reliance*.
  - (c) Develop family goals that are:
    - (i) Specific
    - (ii) Measurable
    - (iii) Attainable
    - (iv) Relevant
    - (v) Time-Limited
- (2) Connect families with relevant and culturally-appropriate community resources and referrals as outlined in FEP-13 Resources and Referrals.
- (3) Follow up on goals and accomplishments.
- (4) Contractors must ensure family support visits focus on building adult capabilities to support meeting personal and family goals. Contractors must not count time spent in enrollment processes as family support, though both may happen during one meeting.
- (5) Staff must document in ELMS:
  - (a) Date, location, topics and summary of discussion for each family support visit.
  - (b) Follow-up plans.
  - (c) Follow-up contacts outside of regular family support visits.
  - (d) Shared visits with Head Start or home visiting services programs.
  - (e) Mobility Mentoring® per the DCYF checkpoint ELMS documentation dates:

First day in class by October 31st	First day in class between Nov.1 <sup>st</sup> and Feb. 1st	First day in class after Feb.2 <sup>nd</sup> and 60 days before the last day of school
Pre-assessment Due <b>November 30th</b>	Pre-assessment Due <b>30 days</b> after first day of class	Pre-assessment Due <b>30 days</b> after first day of class
Mid-Year Check-in Due <b>March 31st</b>	Mid-Year Check-in Due <b>March 31st</b>	No Mid-Year Check-in
Post-assessment Due <b>June 30<sup>th</sup></b>	Post-assessment Due <b>June 30<sup>th</sup></b>	Post-assessment Due <b>June 30<sup>th</sup></b>

## FEP-6 Health Coordination Services for Families

ECEAP follows a medical home model which provides comprehensive health services, coordinates needed services, and helps families learn the best way to help their child grow up healthy. It is crucial to link families to a medical home that best serves children's needs by providing continuous, accessible medical care.

- (1) Contractors must work with families to:
  - (a) Determine if children have regular medical and dental providers, and dates of last visits.
  - (b) Determine children's medical, dental, nutritional or mental health needs, including immunization status, current medications, allergies and life-threatening conditions.
  - (c) Provide support to ensure children's health care needs are met.
  - (d) Create an Individual Care Plan (see IC-2), if needed.
  - (e) Ensure staff follow recommendations from the child's licensed or certified medical, mental health, dental or educational provider (IC-2(b)).
- (2) Contractors must also assist families to:
  - (a) Advocate for their child's health and safety needs.
  - (b) Obtain information on fluoridation, if needed.
  - (c) Access health information on topics of family interest.
- (3) Contractors must track health care coordination for each child which includes:
  - (a) Health referrals.
  - (b) Follow-up to ensure treatment is completed.
  - (c) Planning for ongoing health care needs.
- (4) Contractors must maintain documentation of these health coordination services (See PAO-11).

## FEP-7 Dental Screening

- (1) Contractors must work with families to ensure that children who have not had a dental exam within the last six months receive a dental exam or screening by a dental hygienist, within 90 calendar days, counting children's first day attending class each school year as day one.
- (2) Contractors must verify and document in ELMS:
  - (a) date of a completed dental exam or screening by a dental hygienist and
  - (b) any plan for follow up treatment and document in ELMS. (See PAO-11 (1)(f)).

## FEP-8 Medical Examinations

- (1) Contractors must work with families to ensure that children who have not had a medical exam within the last 12 months receive one within 90 calendar days, counting children's first day attending class each school year as day one. This exam must meet the standards set by the Washington State Early and Periodic Screening, Diagnostic and Treatment (EPSDT) program, including a comprehensive assessment of the physical and mental health, growth, development and nutritional status of the child.
- (2) Contractors must verify and document in ELMS:
  - (a) date of a completed exam
  - (b) and any plan for follow up. (See PAO-11 (1)(g))

## FEP-9 Family Confidentiality

- (1) Contractors must provide a meeting space for education and family support services where conversation between family and staff cannot be overheard.
- (2) All family records must be kept confidential. (See PAO-5).

## FEP-10 Family Engagement

- (1) Contractors must provide a variety of opportunities for ECEAP families to volunteer, connect with other families, learn about parenting, and grow leadership skills. Opportunities offered must include voluntary participation in classroom, site, community, family, committee and leadership activities.
- (2) Contractors must develop a written plan to encourage involvement from members of historically marginalized and underserved communities, including but not limited to:
  - (a) Families whose primary or home language is not English.
  - (b) Parents or guardians working full time.
  - (c) Fathers or father figures.
  - (d) Family members who are not living at home, including deployed or incarcerated parents or guardians.
  - (e) Parents or guardians with disabilities.
  - (f) Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, Asexual or Gender Non-Conforming (LGBTQIA+) Families
  - (g) Tribal Families
  - (h) Black, Indigenous and People of Color (BIPOC) Families
  - (i) Other underrepresented families as applicable.
- (3) Contractors must ensure that participation in family engagement opportunities is encouraged, but is not a condition of a child's enrollment.

## FEP-11 Family Engagement Content

- (1) Contractors must select and provide family engagement opportunities based on enrolled families' expressed interests.
- (2) Activities may include:
  - (a) Class, site, contractor, community or statewide planning or decision-making committees.
  - (b) Classroom volunteering.
  - (c) Community activities that support families' interests or concerns.
  - (d) Community cafés.
  - (e) Curriculum planning.
  - (f) DCYF on-site monitoring.
  - (g) ECEAP self-assessment.
  - (h) Family events.
  - (i) Health advisory committee.
  - (j) Hiring committees.
  - (k) Leadership training.
  - (l) Learning experiences that support parenting, career, or life goals.
  - (m) Local school events.
  - (n) Menu development.
  - (o) Parenting education.
  - (p) Parent policy council.
  - (q) Parent organizations and initiatives.
  - (r) School or community events and organizations.
  - (s) Cultural activities in the classroom and at family events such as crafts, language, singing and dancing.
- (3) Contractors must plan activities on topics based on enrolled families expressed interests, such as:
  - (a) Balancing work and family.
  - (b) Community resources.
  - (c) Enhancement of parenting skills.
  - (d) Family health safety and nutrition.
  - (e) Financial management.

- (f) Family self-sufficiency and executive function, such as the free optional DCYF Families Moving Forward curriculum.
  - (g) Family well-being.
  - (h) Impact of environments and experiences on brain development.
  - (i) Services and supports for children's behavioral challenges.
  - (j) Positive child guidance and parent-child relationship.
  - (k) Transition to kindergarten activities, such as:
    - (i) Parents' rights and responsibilities concerning their child's education.
    - (ii) Communicating with teachers and other school district personnel.
    - (iii) Summer activities to support school readiness.
  - (l) Supporting parents to advocate for their child.
- (4) Contractors must retain for two years, documentation of family engagement opportunities including dates, topics, publicity and attendance, as applicable.

### FEP-12 Collaborative Visits with Other Programs

Contractors may provide joint family support visits with Early ECEAP, Head Start, Early Head Start, Early Childhood Intervention and Prevention Services (ECLIPSE) and tribally-funded comprehensive early learning programs staff when the same contractor provides these programs to the same family. DCYF encourages this coordination to better meet the needs of families.

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

### FEP-13 Resources and Referrals

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

- (k) Job or training skills.
- (l) Legal services.
- (m) Mental health care.
- (n) Parenting.
- (o) Transportation.
- (p) Cultural connections.

## Professional Development, Training and Requirements

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

### PDTR-1 Staffing Patterns

- (1) Contractors must provide adequate staff to comply with ECEAP Performance Standards, including but not limited to the following roles;
  - (a) ECEAP Director
  - (b) Education/Teaching Staff
  - (c) Family Support Staff
  - (d) Recruitment, Eligibility, Enrollment Staff
  - (e) Site Director/FCC Owner, if applicable
  - (f) Health/Nutrition Coordination Staff
  - (g) Mental Health Staff
  - (h) ELMS Administrator
  - (i) Transportation staff, if applicable
  - (j) Food Service staff, if providing food
  - (k) Custodial staff, if applicable
- (2) Contractors must maintain accurate job descriptions for each ECEAP role.

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

- (1) Contractors must hire and employ staff who meet the qualifications for their position.
- (2) When a contractor requires additional qualifications, such as paraeducator status, each staff person must also meet the qualifications for their ECEAP role. When a staff person fills more than one position, as defined by ECEAP Performance Standards, they must meet the qualifications for each position.
- (3) Contractors must ensure that staff employment information and education qualifications are entered in the electronic workforce registry (MERIT) within 30 days of hire for each person in the role of ECEAP lead teacher, assistant teacher, and family support staff. Contractors must maintain accurate and up-to-date staff employment information in MERIT.
- (4) Contractors must obtain STARS IDs from the electronic workforce registry (MERIT) and enter the IDs in ELMS for each person in the role of ECEAP lead teacher, assistant teacher, coach and family support staff.
- (5) Contractors must ensure that all staff have annual learning plans that focus on their professional development goals.

### PDTR-3 ECEAP Director Role

- (1) An ECEAP Director is directly responsible for the overall program management and oversight of ECEAP services including but not limited to compliance with all ECEAP Contract and Performance Standard requirements.
- (2) The ECEAP Director role may be combined with other roles such as but not limited to: family support staff, education staff, principal or other management level position.



### PDTR 4-Lead Teacher Role

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

### PDTR-5 Lead Teacher Qualifications

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

### PDTR-6 Assistant Teacher Role

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

### PDTR-7 Assistant Teacher Qualifications

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

## PDTR-8 Volunteer Training and Background Check

- (1) Contractors must ensure that persons who volunteer with children are directly supervised by ECEAP staff at all times and are not counted in the staff to child ratio.
- (2) Contractors must plan and implement training for all volunteers on:
  - (a) Their roles and responsibilities.
  - (b) Relevant ECEAP Performance Standards and program policies.
- (3) Persons who volunteer on a weekly or more frequent basis with ECEAP children must:
  - (a) Complete a department background check, pursuant to chapter [110-06 WAC](#).
    - (i) If applicable, obtain a Certificate of Parental Improvement per [RCW 74.13.720](#).
  - (b) Provide proof of tuberculosis (TB) testing or treatment pursuant to [WAC 110-300-0105\(3\)](#).
  - (c) Show proof of MMR immunization or proof immunity in accordance RCW [RCW 43.216.690](#).
  - (d) Complete training on preventing, identifying and reporting child abuse and neglect.
- (4) Contractors must maintain records of volunteer hours and completed training.

## PDTR-9 Employment Requirements

- (1) Contractors must require ECEAP staff and household members in a family home early learning program to:
  - (a) Complete a department background check, pursuant to chapter [110-06 WAC](#).
  - (b) Provide proof of tuberculosis (TB) testing or treatment pursuant to [WAC 110-300-0105\(3\)](#)
  - (c) Show proof of MMR immunization or proof of immunity in accordance with RCW [43.216.690](#)

## PDTR-10 Required Training

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

- (3) All staff must be trained in building and physical premises including identification of and protection from hazards, bodies of water and vehicular traffic.
- (4) Staff involved in transportation of children must complete training in appropriate precautions in transporting children.
- (5) Staff conducting developmental screenings of children must be trained in the administration of the developmental screening tool.

### **PDTR-11 Additional Required Training by Role**

- (1) Lead teachers must:
  - (a) Complete in-person or online training to use Teaching Strategies GOLD® within six months of hire.
    - (i) Professional development courses that meet required training include:
      - (A) Introducing MyTeachingStrategies® or Introducción a MyTeachingStrategies® and
      - (B) Objectives for Development and Learning or Objetivos para desarrollo y aprendizaje
  - (b) Complete the inter-rater reliability certification titled “Preschool, including dual language learners and children with disabilities” (or “Edades mixtas, incluyendo niños de 0-3 años y preescolar” if certifying in Spanish) in Teaching Strategies GOLD® within six months of hire and every three years thereafter.
  - (c) Complete a DCYF-determined in-person or online curriculum training if DCYF provided a free Creative Curriculum® or HighScope® curriculum kit. Complete training for the alternative curriculum if the contractor is approved for alternative curriculum implementation.
    - (i) Creative Curriculum online professional development courses that meet in-person required training include:
      - (A) Creative Curriculum for Preschool: Foundation and
      - (B) Creative Curriculum for Preschool: Daily Resources
  - (d) Complete a minimum of 20 hours of in-service professional development per year, such as STARS or other job-related workshops, classes or job-embedded professional learning. This cannot include required trainings in PDTR-10.
  - (e) Hours must be documented on an annual learning plan.
  - (f) For staff in licensed sites, 10 of the 20 hours must be in-service (STARS) hours.
  - (g) Five hours of in-service professional development that exceed the requirements of this section may be carried over from one calendar year to the next calendar year.
- (2) Assistant teachers must:
  - (a) Complete a minimum of 15 hours of in-service professional development per year, such as workshops, classes or job-embedded professional learning. This cannot include required trainings in PDTR-10.
  - (b) Hours must be documented on an annual learning plan.
  - (c) For staff in licensed sites, 10 of the 15 hours must be in-service (STARS) hours.
  - (d) Five hours of in-service professional development that exceed the requirements of this section may be carried over from one calendar year to the next calendar year.
- (3) Family support staff must:
  - (a) Complete training in ECEAP Mobility Mentoring®.
  - (a) Complete a minimum of 20 hours of in-service professional development per year, such as STARS or other job-related workshops, classes, or job-embedded professional learning. This cannot include required trainings in PDTR-10.
  - (b) Family support staff who are also lead or assistant teacher are required to complete a total of 20 hours of annual professional development.
  - (c) Hours must be documented on an annual learning plan.
  - (d) Five hours of in-service professional development that exceed the requirements of this section may be carried over from one calendar year to the next calendar year.
- (4) Coaches must:
  - (a) Attend the Practice-Based Coaching training by UW Cultivate Learning, within six months of hire.

- (b) Complete a DCYF determined in-person or online curriculum training, if DCYF provided a free Creative Curriculum® or HighScope® curriculum kit.
  - (c) Complete the coach orientation in Schoology within six months of hire.
  - (d) Be strongly encouraged to complete Coaching the Pyramid online training series when available.
  - (e) Participate in coach trainings about Early Achievers components as they become available.
  - (f) Participate in ongoing Early Achievers coach webinars, trainings and meetings provided by DCYF, Child Care Aware (CCA) and Cultivate Learning.
  - (g) Participate in coach consultation with Cultivate Learning and DCYF ECEAP staff as needed.
  - (h) Maintain documentation of their professional development activities.
- (5) Staff supporting teachers implementing Creative Curriculum® (such as Early Achievers coaches, directors, coordinators, and managers) must complete a Coaching to Fidelity training.
- (6) Recruitment, eligibility and enrollment staff who verify ECEAP eligibility must:
- (b) Complete a DCYF ECEAP Eligibility and Enrollment training, either in person or online, and maintain certificates of completion.
  - (c) Complete training on contractor eligibility practices, eligibility fraud prevention and the importance of protecting program integrity and public trust.

### PDTR-12 Staff Recruitment and Selection

- (1) Contractors must have written policies and procedures for recruitment and selection of staff.
- (2) Contractors must:
  - (a) Follow all state, tribal and federal laws that ensure equity and non-discrimination.
  - (b) Create the Affirmative Action Plan and are responsible for the plan's implementation and enforcement to increase the representation of affected groups in the workforce when a particular group is under-represented. ([WAC 357-25](#), [RCW 49.60](#), Equal Employment Opportunity governing guidelines, Code of Federal Regulations [Titles 28, 29 and 43](#))
  - (c) Advertise all position openings to the public.
  - (d) Encourage applicants who reflect the race, ethnicity, gender identity, culture and language of children and families served.
  - (e) Involve parents and appropriate staff in the hiring process.
  - (f) Document staff recruitment procedures, including evidence of any labor pool shortage.
  - (g) During the interview process, seek staff who demonstrate competency to interact positively and respectfully with culturally and linguistically diverse children and families.
  - (h) Conduct reference checks.

### PDTR-13 Staff Training Program

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

### PDTR-14 Family Support Mobility Mentoring Lead

- (1) Contractors must identify a family support lead in ELMS to:
  - (a) Attend Mobility Mentoring® Essentials training.
  - (b) Coordinate implementation of family support services.
  - (c) Provide Mobility Mentoring® training to all family support staff prior to implementation of Mobility Mentoring® approaches.
  - (d) Participate in ongoing ECEAP family support webinars, trainings and meetings provided by DCYF.

### PDTR-15 Family Support Staff Role

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

### PDTR-16 Family Support Staff Qualifications

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

requirements is cumulative for this role. Contractors must monitor progress on all PDPs and ensure staff make yearly progress to meet the required qualifications.

### PDTR-17 Recruitment, Eligibility and Enrollment Staff Role

- (1) Recruitment, eligibility and enrollment staff use family support and partnership principles to conduct ongoing recruitment throughout the year, review applications, verify eligibility of children for ECEAP services, prioritize children and complete enrollment.
- (2) The recruitment, eligibility and enrollment staff role, may be combined with other roles such as but not limited to: ECEAP Director, family support staff, education staff, principal or other management level position.

### PDTR-18 Coach Role

- (1) The contractor must provide, or have access to, a practice-based coach to support the Early Achievers continuous quality improvement process. Coaches must:
  - (a) Support Early Achievers continuous quality improvement process.
  - (b) Assist the contractor in identifying goals and making quality improvement plans to achieve goals.
  - (c) Assist the contractor in completing remedial activities within the identified timeline, when applicable.
  - (d) Provide feedback to teachers on their practice throughout Quality Recognition Cycles.
  - (e) Document in the DCYF determined database, including:
    - (i) Ongoing coaching support provided to each site prior to finalized quality recognition level.
    - (ii) Quality Improvement Plan for each site once the recognition level is finalized, including goals and Action Plans.
    - (iii) Coaching strategies used to support teacher implementation of curriculum.
  - (f) Maintain documentation of required coach professional development including:
    - (i) Date of Early Achievers Practice-Based Coaching Training.
    - (ii) Date completed coach orientation modules in Schoology.
    - (iii) Titles and dates of coach webinars.
    - (iv) Curriculum and Coaching to Fidelity training, if applicable.
- (2) Coaches must use Coach Educator Community Interface (CECI) to:
  - (a) Complete activities as part of the Early Achievers participation and continuous quality improvement process.
  - (b) To access:
    - (i) Coaching resources
    - (ii) Professional development opportunities
    - (iii) Provide virtual coaching support to staff, as needed.
- (3) Contractors must notify the DCYF ECEAP when coaching staff changes occur.

### PDTR-19 Coach Qualifications

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



### PDTR-20 Health Advocate Role

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

### PDTR-21 Health Advocate Qualifications

- (1) All persons serving in the role of ECEAP health advocate must meet one of the following qualifications:
  - (a) Employment as an ECEAP family support aide or health aide in the same agency before July 1, 2014; or
  - (b) The equivalent of 12 college quarter credits in family support, public health, health education, nursing or another field directly related to their job responsibilities.
  - (c) Currently qualified as an ECEAP Family Support Specialist.

### PDTR-22 Health Consultant Role

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

### PDTR-23 Health Consultant Qualifications

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

### PDTR-24 Nutrition Consultant

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

### PDTR-25 Nutrition Consultant Qualifications

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

### PDTR-26 Infant and Early Childhood Mental Health Consultant Role

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

### PDTR-27 Infant and Early Childhood Mental Health Consultant Qualifications

- (1) The mental health consultant must meet one of the following qualifications:

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

## Environment

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

### ENV-1 Indoor Space

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

### ENV-2 Environment – Materials and Equipment

- (1) The materials and equipment must:
  - (a) Be child-sized or adapted for use by young children.
  - (b) Allow for a range of abilities.
  - (c) Provide for children's safety while being appropriately challenging.
  - (d) Be representative of the children in the environment.
  - (e) Include individual storage space for each child's personal belongings.
  - (f) Be accessible at child's height so they can find, use and return materials independently.
  - (g) Include soft elements for comfort and warmth, such as fabric, padding and natural materials.
  - (h) Affirm and be representative of the children in the environment.

### ENV-3 Environment – Inclusive Design

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

### ENV-4 Square Footage Outdoor

- (1) Outdoor play areas must have 75 square feet of space per child. (IC-14 Square Footage Indoor)

### ENV-5 Outdoor Safe Facilities

- (1) Contractors must monitor the health and safety of their outdoor facilities and maintain records of these inspections. Facilities must be:
  - (a) Safe, clean and in good repair
  - (b) Free of drugs, alcohol, violence and guns.
  - (c) Free from exposed lead based paint in facilities built prior to 1978.
  - (d) Free from arsenic-treated wood structures built prior to 2014.

## ENV-6 Playground Safety

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

## ENV-7 Environments – Materials and Curriculum

- (1) The materials and curriculum must:
  - (a) Be of sufficient quantity and quality to engage children and fulfill the curriculum.
  - (b) Be free from religious representations.
  - (c) Be representative of children in the environment and incorporate their interests.

## ENV-8 Curriculum – Use of Media

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

## ENV-9 Environment – Culturally Responsive Materials

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

## ENV-10 Safety Requirements

- (1) Materials and equipment must be:
  - (a) Safe, clean and in good repair.
  - (b) Age-appropriate.
  - (c) Safely stored to prevent injury.

## ENV-11 Indoor Safe Facilities

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

## ENV-12 Fire Safety

- (1) Contractors must ensure:

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

### ENV-13 Meal and Snack Schedule

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

### ENV-14 Daily Routine – Tooth brushing

- (1) The daily routine must include tooth brushing that:
  - (a) Meets the individual developmental needs of children.
  - (b) Preferably follows one meal or snack daily.

### ENV-15 Menu Planning

- (1) Contractors must:
  - (a) Participate in the U.S. Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) or National School Breakfast and Lunch Program (NSBLP).
  - (b) Include family input in menu planning.
  - (c) Use and post menus approved by a registered or certified dietitian.
  - (d) Incorporate cultural dietary preferences in menus.
  - (e) Ensure meals and snacks include a variety of nutrient dense foods low in sugar and saturated fat.
- (2) ECEAP funds may be used for:
  - (a) Meal and snack costs not covered by these programs (USDA, NSBLP, CACFP)
  - (b) Substitutions for more nutrient dense food options, and
  - (c) Accommodations for children with food allergies.

### ENV-16 Individual Meal Plans

- (1) Contractors must plan for individual allergy and dietary restrictions and document in the child's individual care plan per (IC-2).

### ENV-17 Food Service and Practices

- (1) Ensure that staff who are ill do not work in or around food preparation or service areas.
- (2) The daily routine must include meals or snacks with children and adults:
  - (a) Sitting together,
  - (b) Engaging in relaxed conversation,
  - (c) Practicing family-style meal skills, such as serving themselves and cooperating with others, and
  - (d) That meet the individual cultural and developmental needs of the children.

### ENV-18 Food Sanitation – Handwashing

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

### ENV-19 Food Sanitation – Meal Preparation

- (1) Contractors must:
  - (a) Comply with [WAC 246-215](#) and [WAC 246-217](#) at locations where food is prepared, stored, and served.

- (b) Prepare food in an area separate from toilet and child hand-washing facilities.
- (c) Clean and sanitize surfaces used for food preparation and eating before and after each snack or meal.
- (d) Use food service gloves or utensils to avoid bare hand contact with food.
- (e) Ensure that children are carefully supervised when helping with food preparation.

## ENV-20 Contagious Disease Prevention – Handwashing

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

## ENV-21 Contagious Disease Prevention – Reporting

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

## ENV-22 Contagious Disease Notification

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

## ENV-23 Immunizations

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

## ENV-24 Medications

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

## ENV-25 Bathroom Space, Toileting and Diapering

- (1) Contractors must have diapering, toileting and hand-washing facilities that are sufficient, clean, child-accessible and easily supervised.
- (2) Contractors must follow [WAC 110-300-0220\(3\)](#) regarding toilet learning.
- (3) For children who require diapering, contractors must follow [WAC 110-300-0221](#).

## ENV-26 Pets and Animals

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

## ENV-27 First Aid Kit

- (1) Contractors must have a first aid kit in each classroom that is:
  - (a) Tailored for the ages and number of children.
  - (b) Labeled and readily available to staff and volunteers.
- (2) First aid kits must include:
  - (a) A current first aid manual.
  - (b) Sterile gauze pads.
  - (c) Small scissors.
  - (d) Band-Aids of various sizes.
  - (e) Roller bandages.
  - (f) A large triangular bandage (sling).
  - (g) Non-sterile protective gloves
  - (h) Adhesive tape.
  - (i) Tweezers.
  - (j) A one-way CPR barrier or mask.
- (3) Contractors must ensure that a first aid kit is readily accessible when children are outside and on field trips.

## ENV-28 Safe Facilities – Drinking Water

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

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

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

## ENV-30 Food Safety Inspection

- (1) Sites that serve meals under the Child and Adult Care Food Program (CACFP), National School Lunch Program (NSLP) and the School Breakfast Program (SBP) are required to maintain proper sanitation and health standards in compliance with all applicable State, local and tribal laws and regulations.
- (2) Contractors must comply with applicable State, local and tribal requirements pertaining to inspection of locations where food is prepared, stored and served.
  - (a) Food Safety Inspections must be completed by a State, local or tribal governmental agency responsible for food safety inspections.

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

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

## Interactions and Curriculum

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



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

## IC-1 Inclusive Environments

Contractors must:

- (1) Ensure their programs are inclusive by implementing strength-based practices when supporting children and their families.
- (2) Include creating a safe space for:
  - (a) gender identity expression,
  - (b) culturally relevant teachings,
  - (c) a focus on diversity,
  - (d) individualized support for dual language and
  - (e) strength based instruction for varying abilities.

## IC-2 Individual Care Plan

- (1) Contractors must work in partnership with families and appropriate consultants, to develop an individual care plan for each child with special health or developmental needs.
- (2) The individual care plan must be signed by the parent or guardian.
  - (a) The individual care plan must contain:
    - (i) The child's diagnosis, if known;
    - (ii) Contact information for the primary health care provider or other relevant specialists;
    - (iii) A list of medications to be administered at scheduled times or during an emergency, along with descriptions of symptoms that would trigger emergency medication;
    - (iv) Directions on how to administer medication;
    - (v) Allergies;
    - (vi) Food allergy and dietary needs pursuant to [WAC 110-300-0186](#);
    - (vii) Activity, behavioral or environmental modifications for the child;
    - (viii) Known symptoms and triggers;
    - (ix) Emergency response plans and what procedures to perform; and
    - (x) Special skills training and education for staff, including but not limited to, specific pediatric first aid and CPR for special health care needs.
  - (b) Contractors must have supporting documentation of the child's special needs, and follow recommendations provided by the child's licensed or certified:
    - (i) Physician or physician assistant;
    - (ii) Mental health professional;
    - (iii) Education professional;
    - (iv) Social worker with a bachelor's degree or higher with a specialization in the individual child's needs;
 or
    - (v) Registered nurse or advanced registered nurse practitioner.
- (3) A contractor's written plan and documentation for accommodations must be informed by any existing:
  - (a) Individual Education Program (IEP) or Individual Family Service Plan (IFSP);
  - (b) Individual Health Plan (IHP); or
  - (c) 504 Plan
  - (d) Individualized Meal Plan (ENV-16)
  - (e) Child Focus Response Plan (previously Positive Behavior Support Plan (IC-18))

- (4) Individual Care Plan must be updated annually or more frequently as changes occur, and signed by the parent or guardian.

### IC-3 Curriculum

- (1) Contractors must implement Creative Curriculum®, HighScope® or an alternative DCYF-approved comprehensive research-based curriculum. Contractors must obtain written approval from DCYF's ECEAP office before implementing an alternative curriculum.
- (2) Contractor and subcontractor sites run by Tribal Sovereign Nations have the option to design curriculum based in traditional knowledge. Tribes will complete the Tribal Curriculum Recognition Request form and provide clarifying information requested by DCYF before the Tribal curriculum is implemented.

### IC-4 Curriculum Planning

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

### IC-5 Adult-Child Interactions

- (1) Staff must support children's play and learning by:
  - (a) Actively seeking and incorporating child-generated ideas.
  - (b) Using a variety of teaching strategies to affirm children's developing identities and address children's learning styles, abilities, developmental levels and temperament.
  - (c) Helping children enter into and sustain play.
  - (d) Providing materials to enrich children's explorations.
  - (e) Coaching children to express their ideas.
  - (f) Engaging in extended conversations with children to build on their ideas.
  - (g) Using varied vocabulary.
  - (h) Leading discussions and activities during daily routines, such as meals, tooth brushing and transitions.
  - (i) Noticing and responding to teachable moments.
  - (j) Posing problems and open-ended questions to stimulate higher-order thinking.
  - (k) Describing and discussing children's learning processes, rather than focusing on products.

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

- (1) Contractors must ensure a developmentally appropriate curriculum and approach emphasizing:
  - (a) Active, play-based, multi-sensory learning experiences.
  - (b) First-hand exploration and investigation of real-life materials, people and events.
  - (c) Choice, decision-making and problem-solving.
  - (d) Topics and materials related to children's emergent interests and development of identity.
  - (e) Opportunities for children to direct their own learning, minimizing teacher-directed activities.
- (2) Contractors must ensure a culturally relevant curriculum that:
  - (a) Reflects the cultures of enrolled children including tribal cultural preservation such as, Since Time Immemorial.
  - (b) Supports ongoing development of each child's home language acquisition.
  - (c) Supports development of additional languages that the child is learning.
  - (d) Supports development of tribal language for Native American and Alaskan Native children.

- (e) Includes and demonstrates respect for diverse family structures and cultures, including gender identity and expression and multi-generational families.
- (f) Focuses on the daily life of families in the community, rather than only on holidays, celebrations or people far away.
- (3) Contractors must not plan religious activities in the curriculum. This does not preclude children or families from sharing their traditions.

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

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

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

- (1) The contractor must:
  - (a) Require staff to support children’s active play by participating in children’s active games when appropriate.
  - (b) Plan curriculum that includes nutrition education activities including teaching healthy foods and portion sizes.
  - (c) Be respectful and affirming of children’s abilities and families’ culture.

## **IC-9 Positive Climate**

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

## **IC-10 Child Guidance**

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

## IC-11 Child Guidance – Prohibited Practices

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

## IC-12 Child Guidance – Physical Restraint

- (1) Physical restraint must only be used as a last resort to prevent serious injury to persons, serious property damage or to obtain possession of a dangerous object. If restraint is used, contractors must ensure staff:
  - (a) Have received training in limited restraint procedures.
  - (b) Do not restrain a child longer than it takes to achieve the safety goal.
  - (c) Do not use restraint as punishment or to force a child to comply.
  - (d) Document and report all instances of restraint per [WAC 110-300-0475\(2\)\(f\)](#), and any injuries to children or staff as a result of the restraint.
  - (e) Notify the parent of the restrained child following the intervention.
  - (f) Notify the Lead Education Agency (LEA) if the child is on an IEP.
  - (g) Develop a written plan with input from the child's primary care or mental health provider, and the parents or guardians to address underlying issues and reduce the need for further physical restraint if:
    - (i) Physical restraint has been used more than once; and
    - (ii) A plan is not already a part of the child's Individual Care Plan (IC-2 or Child Focus Response Plan IC-18).

## Overview – Expulsion

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

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

## IC-13 No Expulsion

- (1) Expulsion means excluding a child from class unless the intervention is defined within an agreed Individual Care Plan (IC-2) or Child Focus Response Plan (IC-18).
- (2) Contractors may not expel ECEAP children.
- (3) Expulsion includes:
  - (a) Suspension.
    - (i) This is defined as, providing limited service for an indefinite period of time.
  - (b) Repeated calls to have a family member pick up a child.
  - (c) Practices that limit an ECEAP child's access to regular classroom services.
  - (d) Limiting options for participation that do not meet family choice and need.
- (2) Expulsion does not include:
  - (a) Infrequent, non-repetitive patterns of removal.
  - (b) Transition to an alternative setting planned jointly by staff and parents.

- (c) Child Focus Response Plans (formerly Positive Behavior Support Plans) that may include receiving temporary services out of the classroom or at home.
- (d) An approved Alternative Attendance Plan created in partnership with families and Exception to ECEAP Requirements reducing a child's time in the classroom. (PAO-8 for additional information)
- (3) Prior to transition to an alternative setting, including referral to another contractor, or implementation of an Alternative Attendance Plan due to behavior, contractors must engage the support of an Infant and Early Childhood Mental Health Consultant to have them complete a classroom and/or child observation as appropriate. (IC-17)

### IC-14 Square Footage Indoor

- (1) Classrooms must have a minimum of 35 square feet per child of indoor space, not including bathroom, hall, kitchen and storage space. (ENV-4 Square Footage Outdoor)

### IC-15 Staffing and Ratio

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

### IC-16 Daily Routine

- (1) Contractors must post a schedule of the daily routine for each classroom. This daily routine must:
  - (a) Be predictable, yet flexible and responsive to meet the interests and needs of the children.
  - (b) Offer ample time for unrushed activities and transitions.
  - (c) Minimize the number of transitions so that there is more productive time and less waiting.
  - (d) Allow periods of quiet and of activity, responding to children's needs.
- (2) The usual daily routine must include:
  - (a) A block of free choice time of at least 45 minutes. During free choice, children initiate their own activities and engage in play-based learning. Staff converse with children to support decision-making, problem-solving and higher-order thinking.
  - (b) Small group learning opportunities. Small groups can be informal gatherings, planned enrichment activities or options during free choice time.
  - (c) Short periods of whole group discussion, interaction and concept development.
  - (d) Outdoor or large motor time.
  - (e) Reading in groups or individually.
- (3) Both Working Day and School Day sites must:
  - (a) Provide a minimum of 30 minutes of outdoor play per each three hours of programming, unless conditions pose a health and safety risk to children ([WAC 110-300-0360 \(2\)\(c\)](#)).
  - (b) For classes meeting more than six hours, schedule at least two blocks of free choice time, of at least 45 minutes each that meet performance standards requirements, with at least one opportunity in the morning and one in the afternoon at times the majority of children are present.

### IC-17 Alternative Attendance Plan

Alternative Attendance Plans (AAP) are time-limited plans that ensure continued comprehensive services for an ECEAP child. The goal is to serve the child and family fully, both in the ECEAP classroom and through education, family and health services. This means any instruction and experiences the child misses due to their absence is provided for in the AAP.

- (1) An Alternative Attendance Plan must be created for a child who is unable or unavailable to attend the full ECEAP hours (PAO-51) for reasons including but not limited to:

- (a) Receiving IEP services in an alternate setting,
  - (b) Receiving support services,
  - (c) Extended absence or
  - (d) Providing a longer transition to the full scheduled class hours.
- (2) If an Alternative Attendance Plan is needed, contractors must:
  - (a) Request an Alternative Attendance Plan in ELMS.
  - (b) Receive approval from DCYF ECEAP prior to implementing the plan.
- (3) Alternative Attendance Plans must:
  - (a) Be developed and adjusted with the family.
  - (b) Include the beginning and end date for the AAP.
  - (c) Partner with the family to establish a timeline that includes a plan for intentional transition to a longer day for the child.
  - (d) Provide continued comprehensive services including education, health and family support.
- (4) If an Alternative Attendance Plan relates to behavior, contractors must:
  - (a) Engage the support of an Infant and Early Childhood Mental Health Consultant (IECMHC) to have them complete a classroom and/or child observation as appropriate.
  - (b) When needed create a Child Focus Response Plan with the IECMHC and family.
  - (c) Partner with the family to establish a timeline that includes a plan for intentional transition to a longer day for the child.

## IC-18 Child Focus Response Plan

- (1) Child Focus Response Plans should be developed in collaboration with Infant and Early Childhood Mental Health Consultants, other professionals, families and additional ECEAP contractor staff as appropriate. The joint effort focuses on the strengths of the child and family.
  - (a) Child Focus Response Plans must honor cultural or traditional practices; this may include but is not limited to, support plans written in home language and traditional practices in mental health.
  - (b) If a parent declines to participate in the development of a plan or suggested supports, Contractors must work with their CQI Specialist on additional resources, supports and options.
- (2) If contractors have implemented their usual strategies (PAO-26 for additional information) and the classroom is still unsafe or excessively disrupted, or if they are unable to access the support of an Infant and Early Childhood Mental Health Consultant, they are encouraged to contact DCYF ECEAP for technical assistance.
- (3) To ensure equitable access to ECEAP programming, Contractors will partner with teachers, support staff and families and meet to highlight child strengths and focus on supports being implemented.
  - (a) DCYF ECEAP requires contractors to document efforts made to support the child and family. Contractors must seek support from their CQI Specialist and obtain approval before implementing any Alternative Attendance Plan.



## Program Administration and Oversight

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

### PAO-1 Facilities

Contractors must:

- (1) Submit a Site Approval and obtain confirmation in ELMS from DCYF ECEAP before opening a new site or classroom or relocating an existing site or classroom.
- (2) Follow [WAC 110-300-0402](#) when renovating early learning playgrounds or program space.

### PAO-2 Service Area Agreement

- (1) Contractors must complete written and signed Service Area Agreements with each neighboring ECEAP contractor, Head Start grantee and Tribal Sovereign Nation and submit the agreements to DCYF ECEAP by the due date in Exhibit C, Deliverables and contract reference document *Deliverables and Required Activities Calendar*. When there are multiple contractors serving children in the same services area, those contractors must meet jointly to develop agreements whenever possible.
- (2) The agreements must fully describe:
  - (a) Service area boundaries for each party to the agreement, including specific areas for recruitment and enrollment of families for each party.
  - (b) The process for referral of families between parties.
  - (c) Plans for ongoing communication.
  - (d) The process for problem resolution.
  - (e) 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.
- (3) If collaboration is not practical for any topics in this standard, Service Area Agreements must state the reasons.
- (4) If no agreement can be reached, the Contractor must send a description of efforts made and the understanding of service area boundaries to DCYF ECEAP.
- (5) Contractors who are also Head Start grantees may combine their Head Start Memorandum of Understanding (MOU) and B-5 ECEAP Service Area Agreements into one document, providing the requirements for both are met.
- (6) 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.

### PAO-3 Waiver to ECEAP Standards

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

### PAO-4 Variance to ECEAP Standards

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

### PAO-5 Confidentiality

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

### PAO-6 Child Abuse and Neglect Policy

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

### PAO-7 Family Notifications

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

### PAO-8 Family/Program Handbook and Related Policies

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

### PAO-9 Attendance

- (1) To encourage attendance, contractors must, at minimum:
  - (a) Inform families of the benefits of regular attendance.
  - (b) Support families to promote each child's regular attendance.
  - (c) Track the contractor's average daily attendance, analyzing causes and patterns of absenteeism, and developing a plan to improve attendance if that average falls below 85 percent.
  - (d) Partner with families to address obstacles to attendance when a child has multiple unexplained absences or is at risk of missing 10% of class days per year.
  - (e) Consider the slot vacant and offer it to a family on the waiting list if the child's attendance does not resume after these efforts.
- (2) Contractors must write and implement a policy when families are scheduled to be out of the area for an extended amount of time due to vacation or similar circumstance. This policy must:
  - (a) Establish a maximum number of days the family can be out of the area before a contractor begins the process of enrolling the next child on the waiting list.
  - (b) Ensure staff and families discuss plans before the family leaves.
  - (c) Meet family needs as best as possible.
  - (d) Align with the requirement to fill vacant slots within 30 days.
  - (e) Make efforts to re-engage families if a child stops attending.
- (3) To support regular attendance of children who are McKinney-Vento eligible, contractors must address transportation needs. Strategies may include:
  - (a) Collaborating with a school district.
  - (b) Coordinating car pools with other families.
  - (c) Providing bus passes for public transportation.
  - (d) Engaging with community partners.
  - (e) Offering a temporary alternative attendance plan.
- (4) Contractors may contact the DCYF ECEAP for technical assistance if they have exhausted attendance and transportation strategies for children who are McKinney-Vento eligible.

- (5) Where ECEAP is provided by a school district, the transportation requirements of the [McKinney-Vento Education of Homeless Children and Youth Assistance Act](#) apply. See PAO-24 Transportation for more information.
- (6) To support attendance of children with extenuating circumstances which impact their behavior, contractors must address the individual child's needs. Strategies may include:
  - (a) Collaborating with the child's family to develop a behavior support plan.
  - (b) Consulting with an Infant and Early Childhood Mental Health Consultant or professional.
  - (c) Offering referral to or engaging with other community partners.
- (7) Contractors must notify the DCYF ECEAP and receive written approval before implementing any alternative attendance plan.

### PAO-10 Confidential Record Securing and Disposal

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

### PAO-11 Health Records

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

### PAO-12 Parent Consent Forms

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

### PAO-13 Child Restraint Documentation

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

### PAO-14 Monitoring and Compliance

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

### PAO-15 Program Monitoring Documents

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

## PAO-16 Pesticide Notifications

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

## PAO-17 Health Screening

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

## PAO-18 Eligibility, Recruitment, Selection, Enrollment, and Attendance Documents

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

## PAO-19 Human Resources Documents

- (1) Contractors must retain the following for each employee for five years after employment ends:
  - (a) Copy of first aid, CPR and food worker cards, if required.
  - (b) Documentation of qualifications not verified by MERIT, such as copies of diplomas, transcripts, licenses and certifications.
  - (c) Orientation and training record.
  - (d) Professional Development Plan, and observation and mentoring notes for staff with Professional Development Plans.
  - (e) Reference checks.
  - (f) Tuberculosis (TB) test records.
- (2) Contractors must retain the following for five years after their completion:
  - (a) Documentation of labor pool shortage or other staff recruitment difficulty.
  - (b) Staff recruitment materials, advertising open positions to the public.
  - (c) Volunteer records including background clearances, TB test records, orientation and training and hours of volunteer service.
  - (d) Affirmative Action Plan that includes the plan's implementation and putting in practice to increase the representation of affected groups in the workforce when a particular group is under-represented to meet the needs of the community. (WAC 357-25, RCW 49.60, Equal Employment Opportunity governing guidelines, Code of Federal Regulations Titles 28, 29, and 43.)
- (3) Contractors must maintain current:
  - (a) Background clearances.
  - (b) Job descriptions.

- (c) Professional Development Plans for staff who do not fully meet required qualifications.
- (d) Staff and volunteer training plan.
- (e) Staff recruitment and selection policies and procedures.
- (f) Volunteer policies.

## PAO-20 Health and Safety Documents

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

## PAO-21 Early Childhood Education Documents

- (1) Contractors must maintain the following for the current school year:
  - (a) Child Focus Response Plans
  - (b) No expulsion policy.
  - (c) Child guidance policy.
  - (d) Curriculum plans, including individualization.
  - (e) Transition plans.

## PAO-22 Child Records

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

## PAO-23 Disaster Plan, Policies and Procedures

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

## PAO-24 Transportation

- (1) Transportation is an optional ECEAP service.

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

## PAO-25 Transportation Records

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

## PAO-26 No Expulsion Policy

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



## PAO-27 Child Guidance, Restraint and Isolation Policy

- (1) Contractors must write a child guidance policy which must include:
  - (a) Positive guidance approach and techniques.
  - (b) Supervision.
  - (c) Restraint policies.
- (2) Contractor's guidance policy must prohibit any person on the premises from using:
  - (a) Corporal punishment, including any means of inflicting physical pain or causing bodily harm to the child.
  - (b) Holding, grabbing or moving the child in an aggressive manner to cause them to comply.
  - (c) Verbal abuse, such as yelling, shouting, name calling, shaming, making derogatory remarks about a child or the child's family or using language that threatens, humiliates or frightens a child.
  - (d) Using or withholding food or liquids as punishment or reward.
- (3) Contractor's guidance policy must prohibit any person on the premises from the use of a physical restraint method injurious to the child or any closed or locked time-out room.

## PAO-28 Health and Safety Policies and Procedures

- (1) Contractors must have written health and safety policies and procedures on:
  - (a) Child allergies.
  - (b) Exclusion of sick children and adults.
  - (c) Handling the following emergencies:
    - (i) Medical.
    - (ii) Dental.
    - (iii) Poisoning.
  - (d) Infectious disease prevention.
  - (e) Medication management.
  - (f) Diapering, toileting and toilet learning.
  - (g) Monitoring of health and safety practices.
  - (h) Pesticide/herbicide management in accordance with RCW 17.21, preventing children's exposure and using the least hazardous means to control pests and unwanted vegetation.
  - (i) Pets and animals.

## PAO-29 Required Postings

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

## PAO-30 Early Childhood Education Service Delivery

- (1) Contractors must use an early learning framework to plan developmentally-appropriate early childhood education. This framework informs the environment, daily routine, curriculum, adult-child interactions, guidance, screening and referral, assessment, individualization and parent-teacher conferences.
- (2) Contractors must ensure the following dosages of class time for each model offered:
  - (a) Part Day
    - (i) Minimum 3 hours per class session.
    - (ii) Minimum 360 hours of class, over no less than 30 calendar weeks.
    - (iii) Rest time does not count as part of the Part Day class hours.

- (iv) Part Day classrooms that have closures that cause them to fall below 360 hours must develop a plan in advance to ensure they meet the minimum annual dosage requirements.
- (v) Contractors must provide families, in advance, an annual calendar with planned days of closure.
- (b) School Day
  - (i) Minimum 5.5 hours per class session
  - (ii) Four or five days per week
  - (iii) Minimum 1,000 hours of class, over no less than 30 calendar weeks. ([RCW 43.216.010\(16\)](#))
  - (iv) Contractors may count up to 10 days when school is canceled for parent-teacher conferences and transportation is not provided toward the 1,000 minimum hours.
  - (v) School Day classrooms that have closures that cause them to fall below 1000 hours must develop a plan in advance to ensure they meet the minimum annual dosage requirements.
  - (vi) Contractors must provide families, in advance, an annual calendar with planned days of closure.
- (c) Working Day is intended to serve eligible working or student families' year round. Program hours must be offered to meet the needs of the eligible working or student families in the community.
  - (i) Class is open a minimum of 10 hours per day, five days per week, year round.
  - (ii) Ensure a minimum 2,370 hours of class available per year. ([RCW 43.216.010\(13\)](#))
  - (iii) Contractors must provide families, in advance, an annual calendar with planned days of closure.
  - (vii) Working day classrooms that have closures that cause them to fall below 2,370 hours must develop a plan in advance to ensure they meet the minimum annual dosage requirements.
- (3) Both Working Day and School Day classes may modify instruction and class schedules during:
  - (a) Tribal, State, and Federal holidays
  - (b) Tribal government closures
  - (c) Tribal cultural events
  - (d) School breaks
  - (e) Staff professional development and wellness activities approved by DCYF if proposed activities result in a contractor being unable to meet the minimum annual dosage requirements.
- (4) At sites that offer wrap-around child care in addition to ECEAP, contractors must specify on the ELMS Class Info page which hours are ECEAP hours. During ECEAP hours, sites must follow all ECEAP requirements.
- (5) Daily transportation to and from the classroom does not count as part of class hours.

### PAO-31 Comprehensive Services

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

## PAO-32 Community Partnerships

- (1) Contractors must take an active role in promoting coordinated systems of comprehensive early childhood services to children furthest from opportunity and families in their community through communication, cooperation and the sharing of information among agencies. A contractor must establish collaborative relationships and partnerships, with schools, health, social service agencies, tribal sovereign nations and other related community organizations. This may include direct communication with DCYF staff, state agency partners, local providers or other early learning system navigation partners for coordination and support of systems-level initiatives so that families can access the range of services and supports. Contractors must involve partners in:
  - (a) Community Assessment.
  - (b) ECEAP service delivery planning.
  - (c) Community services development and coordination.
  - (d) Planning for children with disabilities, including inclusive classrooms.
  - (e) Kindergarten transition planning.
  - (f) Compliance agreement planning, as related to community services.
  - (g) Early learning system integration efforts, such as coordinated recruitment and enrollment or offering of inclusive classrooms.

## PAO-33 Health Advisory Committee

- (1) Contractors must establish a Health Advisory Committee (HAC) composed of staff; ECEAP parents; and professionals in medical, dental, nutrition, public health and mental health fields; to:
  - (a) Offer input on policy and planning related to health, nutrition and mental health.
  - (b) Address issues and concerns about health service delivery.
  - (c) Provide opportunities for family empowerment and leadership skill development.
- (2) Contractors must develop a written plan, in partnership with their Health Advisory Committee, to implement and monitor health services including:
  - (a) All requirements related to Health, Safety and Nutrition.
  - (b) Confidentiality protocols.
  - (c) Classroom health curriculum.
  - (d) Parent education.
- (3) The HAC must meet a minimum of once per year and more often as community health or ECEAP needs arise. Contractors must maintain a roster of participants and minutes of HAC meetings.
- (4) Contractors may form combined ECEAP, Early ECEAP and Head Start HACs. Neighboring contractors may form joint HACs.

## PAO-34 Policy Council

- (1) Contractors must establish a Policy Council, composed primarily of current and former ECEAP families, and separate from an agency board of directors. Council members may serve no more than five years. ECEAP staff provide support and consultation at Council meetings.
- (2) The purpose of the Policy Council is to develop family empowerment and leadership and serve as a communication link between the contractor and ECEAP families. The Council works with the contractor to make decisions about ECEAP administration, including, but not limited to:
  - (a) Comprehensive service delivery.
  - (b) Community assessment.
  - (c) Self-assessment of ECEAP Compliance.
  - (d) Use of anti-bias practices
  - (e) Program monitoring.
  - (f) Family/Community Concerns and Complaint Policy and resolution.
  - (g) Budget.
  - (h) Program policies.

- (i) Recruitment of families.
- (j) Expansion and entitlement planning.
- (3) Contractors must orient Policy Council members to the ECEAP Contract, ECEAP Performance Standards and program policies. Contractors must maintain minutes of Policy Council meetings.
- (4) Contractors may form combined ECEAP, Early ECEAP and Head Start Parent Policy Councils providing there is ECEAP family representation.

### PAO-35 Community Assessment

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

### PAO-36 ECEAP Self-Assessment

- (1) Contractors must include ECEAP staff and families in an annual assessment of compliance with ECEAP performance standards, using the ECEAP Self-Assessment process. Self-Assessment is due by June 15 of each year.
- (2) ECEAP Self-Assessment process must include:
  - (a) ECEAP Director Surveys
  - (b) Family Surveys
- (3) Programs with multiple funding sources may align their ECEAP Self-Assessment process with other funding sources, including timelines and goals.

## Overview – Recruitment, Eligibility and Enrollment

ECEAP recruitment, eligibility and enrollment standards are determined by both legislation through Revised Code of Washington ([RCW 43.216.500-602](#)) and requirements found in the Washington Administrative Code ([WAC 110-425](#)). The standards below ensure that Washington children most in need of ECEAP are enrolled within the state's allotted funding. The Early Learning Management System (ELMS) is designed to guide contractors through this process.

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

To ensure fair access to ECEAP, Contractors:

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

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

## PAO-37 Child Recruitment

- (1) Contractors must conduct ongoing recruitment throughout the year to:
  - (a) Identify potentially-eligible families in their service area.
  - (b) Inform families about ECEAP services.
  - (c) Encourage families to apply for ECEAP.
  - (d) Maintain a viable waiting list.
- (2) Contractors must focus their recruitment efforts to locate age-eligible children:
  - (a) In state or tribal child welfare system including foster care, kinship care, Child Protective Services and Family Assessment Response services.
  - (b) With developmental delays or disabilities.
  - (c) Who are McKinney-Vento eligible, as defined by the federal [McKinney-Vento Education of Homeless Children and Youth Assistance Act](#) as lacking a fixed, regular and adequate nighttime residence due to loss of housing, economic hardship or a similar reason.
    - (i) A **fixed residence** is one that is stationary, permanent and not subject to change.
    - (ii) A **regular residence** is one that is use on a regular (i.e. nightly) basis.
    - (iii) An **adequate residence** is one that is sufficient for meeting both the physical and psychological needs typically met in home environments.
- (3) Contractors must document their recruitment procedure and strategies in ELMS.

## PAO-38 Eligibility for ECEAP Services

- (1) A child is eligible for ECEAP if the child is at least three years old by August 31 of the school year, is not age-eligible for kindergarten and is one of the following:

- (a) From a family with income at or below 36% of the state median income (SMI) established by the U. S. Department of Health and Human Services (<https://www.dshs.wa.gov/esa/eligibility-z-manual-ea-z/state-median-income-chart> ).
  - (b) Qualified by a school district or tribal school for special education services under RCW 28A.155.020. All children determined eligible by a school district or tribal school for an Individualized Education Program (IEP) meet this requirement.
  - (c) McKinney-Vento eligible as defined by the federal [McKinney-Vento Education of Homeless Children and Youth Assistance Act](#).
  - (d) Has participated in Early Head Start (EHS) or a successor federal program providing comprehensive services for children from birth through two years of age, the Early Support for Infants and Toddlers program (ESIT) or received IDEA Part C Early Intervention Services, the birth to three Early Childhood Education and Assistance Program (Early ECEAP) or the Early Childhood Intervention and Prevention Services program (ECLIPSE)
  - (e) Is a Tribal Child, temporarily defined by DCYF and ECEAP Tribal Workgroup, and at or below 100% SMI.
  - (f) From a family with income that exceeds 36% of the SMI (ESE) and impacted by specific prioritization factors identified by DCYF that are linked by research to school performance, within the limits set by DCYF and the State Legislature.
- (2) Children who are eligible for ECEAP are not automatically enrolled in ECEAP. They must still be prioritized. (PAO-48).
  - (3) Eligible, enrolled children maintain their eligibility for ECEAP until kindergarten, without reverification of income or prioritization factors. All previously enrolled children returning for a new school year may be reprioritized against new children when enrollment slots are limited.
  - (4) Children served by school district special education or ECLIPSE may be simultaneously enrolled in ECEAP.
  - (5) Children served by Head Start may not be simultaneously enrolled in ECEAP. However, Head Start grantees awarded the Supplemental Funds Available to Extend Duration of Services in Head Start and Early Head Start may use those funds to extend ECEAP hours.

### PAO-39 Additional Children Allowed for Enrollment

- (1) A child is allowed to be enrolled in ECEAP as space is available if the child is at least three years old by August 31, is not age-eligible for kindergarten, and is from a family with income above 36% SMI but less than or equal to 50% SMI if the child is impacted by at least one other specific prioritization factor identified by DCYF and the State Legislature.
- (2) Children allowed to enroll who turn three years old after August 31 of the school year must be from a family with income at or below 50% SMI or impacted by at least one other specific prioritization factor; and have received services from or participated in ESIT, Early ECEAP, ECLIPSE or Early Head Start.

### PAO-40 Eligibility for Working Day ECEAP

- (1) Children are eligible for Working Day ECEAP if one of these applies:
  - (a) In single parent families, the parent must be employed, in a formal training program, approved for Child Protective Services child care, in [WorkFirst activities](#) listed on a DSHS Individual Responsibility Plan, in reasonable related travel or in a combination of these activities for a minimum of 25 hours per week.
  - (b) In two-parent families, both parents must be employed, in a formal training program, approved for Child Protective Services child care, in [WorkFirst activities](#) listed on a DSHS Individual Responsibility Plan, in reasonable related travel or in a combination of these activities for a minimum of 55 hours per week.
  - (c) In two-parent families, when one parent is disabled and unable to work and unable to care for the child while the other parent is working, the other parent must meet the single parent eligibility requirement.
- (2) If a parent's work hours vary, contractors must average the weekly hours for the entire school year.
- (3) Parents' work or training hours do not have to match the ECEAP class hours.
- (4) Additionally,



- (a) Families with children enrolled in Working Day ECEAP must continue to meet the Working Day eligibility requirements to enroll in a second year of Working Day ECEAP. Families that no longer meet the Working Day eligibility requirements are still eligible for Part Day or School Day ECEAP.
- (b) For children returning from the previous year from any classroom model, staff update family work and training hours in ELMS before enrolling the child in a Working Day class in the new year.
- (5) Children who are age-eligible for kindergarten in the fall may be enrolled in Working Day during summer quarter just prior to kindergarten only if they were enrolled in ECEAP the previous school year, in any model or with any ECEAP contractor.

### PAO-41 Verifying Eligibility

- (1) Contractors must verify ECEAP eligibility before initial enrollment, including parent or guardian's legal authority to enroll, child's age, family size and family income.
  - (a) **Exception:** Contractors have up to 90 calendar days to verify eligibility under certain circumstances when documentation is not immediately available such as homelessness, natural disasters, fire or domestic violence. In some cases, Kinship caregivers who do not have access to documents may fall in this exception. Children may begin class if presumed eligible and high priority. If the ELMS application is locked, contractors must contact ELMS Support to update the application within 90 calendar days, counting the child's first day attending class as day one.
- (2) In ELMS, contractors must identify the documents used to verify eligibility. For each enrolled child, contractors must retain a statement signed by a staff person certifying that they viewed and verified documentation establishing the child's eligibility for ECEAP and, to the best of their knowledge, the information entered in ELMS is true and correct. Contractors must also retain a statement signed by the ECEAP child's family certifying that to the best of their knowledge, the information entered on the application is true and correct. These statements are available on the printed child application in ELMS.
- (3) In the absence of other documents to verify family size, contractors may accept a parent's signed statement.
- (4) Contractors must write and implement a verification procedure for enrollment of all children that avoids conflicts of interest and ensures staff do not verify eligibility for close relations or their own children.
- (5) Child applications remain valid for eligibility purposes for the school year for which the family applied.
  - (a) Contractors must re-verify eligibility for children who never attended ECEAP, whose initial application was in the previous school year (July 1 to June 30).
  - (b) Contractors must verify eligibility for siblings applying for subsequent years.
  - (c) It is not necessary to re-verify eligibility for children who attended ECEAP and are still age-eligible, except for eligibility for Working Day ECEAP as noted in PAO-40.

### PAO-42 Authority to Enroll Child

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

### PAO-43 Calculating Family Size

- (1) To establish family size for the purpose of determining state median income, contractors must count all people who meet all of the following criteria:
  - (a) Living in the same household with the ECEAP child.
    - (i) **Exception:** Do not include hosts of families temporarily sharing housing with relatives or others.

- (b) Related to the parent(s) or legal guardian(s) by blood, marriage or adoption.
  - (i) Include the ECEAP child and the child's parent(s) in this count.
- (c) Supported by the income of the parent(s) or legal guardian(s) of the ECEAP child.
  - (i) Do not include household members age 19 or older who have earned or unearned income that covers half or more of their support.
- (2) Exception: For children in foster care, in kinship care or adopted from foster or kinship care, count only the ECEAP child.

### PAO-44 Whose Income to Count

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

### PAO-45 Which Income to Count

- (1) For each family, contractors may calculate income from either the previous calendar year or the previous 12 months, whichever more accurately reflects the needs of the family.
- (2) For the purpose of determining ECEAP eligibility, count all income of the ECEAP child's parents including:
  - (a) Gross wages or salaries, before taxes and deductions.
  - (b) Net income from self-employment.
  - (c) Income received in a regular or periodic manner such as:
    - (i) Alimony.
    - (ii) Annuity payments.
    - (iii) Child support, only if required by a legally-binding child support order.
    - (iv) Emergency assistance cash payments.
    - (v) Insurance payments that are regular (not one-time).
    - (vi) Retirement or pension payments.
    - (vii) Scholarships, grants or fellowships for living expenses.
    - (viii) Social Security.
    - (ix) Strike benefits.
    - (x) Supplemental Security Income SSI.
    - (xi) State or Tribal Temporary Assistance for Needy Families (TANF) grants.
    - (xii) Training stipends.
    - (xiii) Tribal income, if taxable.
    - (xiv) Unemployment or Workers' Compensation.
    - (xv) Veteran's benefits.
  - (d) Interest and dividends from assets.
  - (e) For uniformed services members, all entitlements (pay and allowances) reported on Leave and Earnings Statements, except Basic Allowance for Housing (BAH), Basic Allowance for Subsistence (BAS), Family Separation Housing (FSH), and Hostile Fire Pay/Imminent Danger Pay (HRP/IDP).

- (f) Gambling or lottery winnings.
- (3) Subtract from income documented child support payments to another household, only if required by a legally-binding child support order.
- (4) Do not count as income:
  - (a) Cash from the sale of an asset or bank withdrawals not subject to capital gains.
  - (b) Food or housing received in lieu of wages.
  - (c) Foster Care Grant for non-ECEAP child.
  - (d) Non-cash benefits such as food stamps, housing assistance, Medicaid, Medicare, school lunches or employer-paid fringe benefits.
  - (e) One-time gifts, loans, inheritances or insurance settlements.
  - (f) Scholarships or educational grants for tuition.
  - (g) Tax refunds.
  - (h) Social Security issued in a child's name.
  - (i) Stimulus payments due to natural disasters, pandemics or states of emergency.

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

- (1) When a child lives in two households, contractors must first determine if there is a primary household. If so, use that household only for determining family size and income. A household is primary if, for example, either the parenting plan awards one household primary custody or one household receives child support from the other household, in which case the receiving household is primary.
- (2) When neither household is primary and neither household receives child support from the other household, both of the following apply:
  - (a) Count the family size for both households and divide by two. If the resulting number is a fraction, round up to the nearest whole number.
  - (b) Count half of each of the incomes for the two parents who share legal custody. Do not count the income of their current spouses or partners, if any.

### PAO-47 Verifying Annual Income

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

## PAO-48 Prioritization

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

## PAO-49 Exceeds SMI Eligibility (ESE) Slots

- (1) Contractors may provide ECEAP services to children who exceed SMI eligibility (ESE) who are impacted by specific prioritization factors identified by DCYF that are linked by research to school performance.
  - (a) Contractors must actively recruit and enroll income-eligible children within their service area.
  - (b) Contractors must make every effort to fill slots first with children who are eligible according to PAO-38. These children are;
    - (i) At or below 36% SMI.
    - (ii) On IEPs.
    - (iii) McKinney-Vento eligible.
    - (iv) Previously enrolled in Early ECEAP, EHS, ESIT, or ECLIPSE.
    - (v) A tribal child at or below 100% SMI.
    - (vi) Within the entitled ESE group which is up to 10% of slots statewide.
  - (c) Contractors may enroll additional ESE allowable children who are up to 50% SMI as space is available, up to the initial ESE limit assigned by DCYF to each contractor annually. DCYF may adjust limits throughout the year upon contractor request.
  - (d) DCYF will consider the following factors when reviewing requests for additional over-income slots:
    - (i) The statewide number of enrolled ESE children.
    - (ii) The similarity of the income levels, priority points and prioritization factors of the children described in the applications and other ECEAP children enrolled in ESE slots.
    - (iii) The statewide plan to serve all income-eligible children from families who choose to participate.
    - (iv) The requesting contractor's need to fill slots to fully enroll a class to ensure access to services for income-eligible children.
    - (v) The presence of unserved, income-eligible children in other locations in the state.
- (2) For the purposes of the ESE limit, all children are counted at the time of their first ECEAP enrollment as either income-eligible or ESE.
  - (a) Children who enter ECEAP who are eligible as defined in PAO-38(1a-e) do not count against the ESE limit, even if they do not qualify by income.
  - (b) If a child enters ECEAP using an ESE slot and then during the year an active IEP is entered in ELMS for the child or they become McKinney Vento eligible they will no longer count against the ESE limit.

## PAO-50 Waiting Lists

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

## PAO-51 Availability for Enrollment

- (1) Contractors must only enroll children who are available to attend during scheduled class hours, with the exception of temporary absences due to illness or other reasons communicated by the family.

- (a) For Part Day and School Day classes, children must be regularly available to attend all scheduled class hours.
- (b) For Working Day classes, children must be available to attend six or more hours per day and at least four days per week.

## PAO-52 Enrollment

- (1) Contractors must:
  - (a) Begin all ECEAP classes no later than September 30 of each state fiscal year.
  - (b) Fill each funded ECEAP slot within 30 calendar days. To establish 30 calendar days:
    - (i) At the beginning of the year, count the first day of class as day one.
    - (ii) When a child exits, count the last day the child attended class in person as day one.
    - (iii) When an expected child did not attend, count the first day of class or the last day a child attended in that slot as day one.
  - (c) Consider a slot full when a child attends class in person and their actual start date is entered in ELMS.
  - (d) Create an enrollment policy with processes for application completions and enrollment timelines. The policy must include how the program will:
    - (i) Plan for and implement accommodations for children with developmental delays or disabilities and/or individual care plans.
    - (ii) Ensure enrollment timelines in (1)(a-c) are met.
  - (e) Contact their CQI Specialist for support when they are unable to fill a vacant slot within the 30-day timeline or if timelines were not met and there are vacant slots with children on the waitlist.
- (2) Exceptions:
  - (a) It is optional to fill vacancies when the last day the exiting child attended class was in the final 60 calendar days of the school year, except in Working Day classes.
  - (b) ECEAP classes that share classrooms with Migrant/Seasonal Head Start may begin when the room is available in October. ECEAP classes that share classrooms with Migrant/Seasonal Head Start must fill each funded ECEAP slot by October 30.

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

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

## PAO-54 Free-of-Charge

- (1) Contractors must provide ECEAP services free-of-charge to enrolled families.
  - (a) If the contractor receives Working Connections Child Care or Tribal CCDF Subsidy for the child, they may:
    - (i) Charge the allowable family copayment.
    - (ii) Charge a late fee if the family is late in picking up their child beyond the 10-hour day.
- (2) Contractors may accept voluntary donations.
- (3) Contractors must ensure that all parents have opportunities to fully participate in ECEAP activities.
- (4) No parent will be requested or required to contribute money, food, or supplies with a monetary value.
- (5) Contractors are encouraged to invite parents to volunteer time, but may not require it.
- (6) A contractor must use program funds for the provision of diapers for enrolled children during the program day.

## PAO-55 Subcontractors

- (1) Contractors must:

- (a) Orient and train subcontractors on current ECEAP Performance Standards.
- (b) Monitor and ensure subcontractors' compliance with all ECEAP requirements.

### PAO-56 Family and Community Concerns and Complaints

An effective concern and complaints process supports the DCYF ECEAP's objective of strengthening the quality of services and responsiveness to families and communities. DCYF ECEAP uses the information provided through its concerns and complaints procedures as an opportunity for continuous improvement of its services and performance. The policy is intended to ensure all family and community concerns are addressed promptly, equitably and respectfully so that a resolution is reached at the contractor level whenever possible.

- (1) Contractors must develop a written policy and procedure for family and community complaints.
- (2) The policy must be accessible to families, staff and volunteers through the program/family handbook and website. Content must be:
  - (a) Translated into the families' home language or provide interpreter supports when needed to ensure meaningful access and culturally responsive practices.
  - (b) Clear and easy-to-understand; which could include simplified language, illustrations, diagrams or images.
- (3) The policy and procedure must include:
  - (a) How families/community members submit a complaint.
  - (b) Organization's timeline for responding.
  - (c) Steps organization will take for resolution.
  - (d) How the organization will respond to the complaint.
  - (e) What to do if timelines are exceeded or if the complaint is unresolved.
  - (f) Who to contact at the contractor level if complaint is unresolved at the site level.
  - (g) How families/community members contact the state ECEAP office via the ECEAP inbox, if a complaint is unresolved at the contractor level.
  - (h) How confidentiality will be respected and maintained.
  - (i) Annual review by Policy Council. (PAO-34)
- (4) Contractors must document complaints, including resolution of substantiated complaints.
- (5) If resolution of a complaint cannot be reached, contractors must notify the DCYF ECEAP. (SOW Communication with DCYF)
- (6) In the event of a family/community complaint made directly to the DCYF ECEAP, the ECEAP Administrator will reach out to the ECEAP director to gather more information and identify next steps. The ECEAP Administrator will work with ECEAP contractor directors to ensure the complaint is resolved at the contractor level whenever possible. However, the ECEAP Administrator will work directly with families to help ensure resolution when needed.
- (7) At no time will a complaint compromise a family's ability to access services or impact the staff/child or staff/family interactions negatively.

### PAO-57 Inclusive Environments Policy

- (1) Contractors must have a written policy to support all children in inclusive environments. This policy must include the contractor's:
  - (a) Philosophy,
  - (b) Strategies,
  - (c) Plans to individualize accommodations, and
  - (d) Plans to ensure that each child and family has access to inclusive high-quality early childhood programming and the opportunity to participate in a broad range of activities.



## PAO-58 Contagious Disease Prevention Policy and Procedure

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

## PAO-59 Curriculum – Nutrition and Physical Activity Policy

- (1) Contractors must create a nutrition and physical activity policy which includes:
  - (a) Promotion of nutrition activities that are inclusive of children’s cultures and abilities.
  - (b) Promotion of healthy movement and physical activities for children of all abilities.
  - (c) How these activities are implemented in the curriculum.

## PAO-60 Documentation Requirements

- (1) Contractors must document compliance with ECEAP Performance Standards in ELMS and MyTeachingStrategies as the systems of record. Documentation is subject to review by the DCYF ECEAP and the State Auditor’s Office.
  - (a) When ECEAP Program Monitoring occurs in September through December, contractors must provide documentation from the previous school year.
- (2) Contractors must monitor and ensure subcontractors’ compliance with all ECEAP requirements and maintain records of their monitoring.

## PAO-61 Administrative Documents

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

## PAO-62 Family Partnership Documents

- (1) Contractors must retain family education topics and attendance for two years after their completion.

- (2) Contractors must maintain current family/program handbook or written communications, with translations as appropriate.

### PAO-63 Family Records

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

### PAO-64 Continuous Improvement System

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

### PAO-65 Early Achievers Participation

- (1) Contractors 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:
    - (i) Non-licensed sites complete the Early Achievers registration application within 30 days of starting ECEAP class at the site.
    - (ii) Licensed sites complete Early Achievers registration application within 30 days of enrollment in Early Achievers.
    - (iii) Participate in Early Achievers quality recognition per required ECEAP timelines.
  - (b) Assign an Early Achievers contact and facility/site designee at each site in ELMS and MERIT.
  - (c) Require newly hired Early Achievers coaches to attend the Early Achievers Practice Based Coaching training within six months of hire and maintain record of completion.
  - (d) Require Early Achievers coaches to have the knowledge, skills and ability to use the Coach Educator Community Interface (CECI) to guide sites through the continuous quality improvement process.
  - (e) Ensure coaching interactions are recorded in the DCYF determined database.
  - (f) Ensure coaches support sites to develop a quality improvement plan and enter the information in the DCYF determined database.
  - (g) Ensure each ECEAP site is Level 4 or 5 within 24 months of enrollment in Early Achievers.
  - (h) Ensure Level 2 or 3 sites comply with the Early Achievers Remedial Activities Policy.
  - (i) Sites not recognized at 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 Level 4 or 5 recognition.
  - (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.

- (2) 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.

### **PAO-66 Continuous Quality Improvement Visit**

- (1) The DCYF ECEAP will monitor each contractor's compliance with the ECEAP Contract and ECEAP Performance Standards regularly.
  - (a) In person Continuous Quality Improvement visits.
  - (b) Desktop monitoring of data in ELMS.
  - (c) Monthly contractor phone calls
- (2) Following a CQI visit, contractors must complete and submit a written response to the CQI plan for items identified as needing improvement. Upon approval of the plan by DCYF ECEAP, contractors will resolve all items as outlined in the plan.

### **PAO-67 Stewardship of ECEAP Funds**

- (1) Contractors must immediately notify the DCYF ECEAP of any suspicion of fraudulent use of ECEAP funds, including but not limited to:
  - (a) An employee intentionally entering deceptive or false information into ELMS regarding:
    - (i) Child eligibility criteria.
    - (ii) Children's actual start dates and last days in class.
    - (iii) Class start or end dates.
    - (iv) Services that were not actually provided.
  - (b) A family providing false information in order to enroll in ECEAP.

### **PAO-68 Non Traditional Remote Services Policy**

- (1) Contractors must create a written non-traditional remote services policy. The policy must ensure provision of modified comprehensive services during temporary unforeseen circumstances that prevent traditional services. The policy must include how contractors will ensure:
  - (a) Staff are able to work remotely with access to the necessary technology and tools.
  - (b) Staff are able to provide comprehensive services to families.
  - (c) Families receive the modified comprehensive services of ECEAP including but not limited to:
    - (i) Education
    - (ii) Health
    - (iii) Family support