

**INTERLOCAL AGREEMENT
ECEAP Services**

THIS CONTRACT is made and entered into by and between the State of Washington, acting by and through the Department of Children, Youth, and Families, a department of Washington State government (hereinafter referred to as "DCYF") and Northwest Educational Service Dist. 189, an Educational Service District, doing business as NWESD, (hereinafter referred to as "Contractor"), located at 1601 R. Avenue, Anacortes WA 98221.

CONTRACTOR BUSINESS ADDRESS

Northwest Educational Service Dist. 189
1601 R. Avenue
Anacortes WA 98221
TIN: 91-0868056
UBI: 600-253-146

CONTRACTOR CONTRACT MANAGER

Lisa Matthews
Asst. Supt of Finance
lmatthews@nwesd.org
Phone: (360) 299-4026

DCYF ADDRESS

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

DCYF PROGRAM CONTRACT MANAGER

Sarah Hill
Contracts & Project Manager
Sarah.hill@dcyf.wa.gov
Phone: (360) 407-3691

THIS CONTRACT CONTRIBUTES TO THE FOLLOWING AGENCY GOALS:

- Education - Kindergarten Readiness.
- Health - Child Development.
- Resilience - Parents/caregivers are supported to meet the needs of their children/youth.

THE PURPOSE OF THIS CONTRACT is to provide comprehensive Early Childhood Education and Assistance Program (ECEAP) services through ECEAP, ECLIPSE, and Complex Needs Funding.

THEREFORE, IT IS MUTUALLY AGREED THAT:**1. CONTRACT MANAGEMENT****a. Contract Managers**

- (1) The Contract Manager as shown on page 1 for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.
- (2) Each party shall provide the other party with written notice of any changes of the name and contact information regarding either party's designated Contract Manager. The written notice shall not be effective until fourteen business days from the date of mailing. The requirements contained in the Section titled Contractor Staff of exhibit D shall apply to this Section (Section 1.a).

b. Notices

- (1) 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 with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the addresses listed in Section 1.a.

- (2) 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 on page 1.

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 - Budget Report
- Exhibit C - Deliverables Report
- Exhibit D - General Terms and Conditions
- Exhibit E - 2025-26 ECEAP Performance Standards
- Attachment 1 - Confidentiality and Non-Disclosure Agreement
- Attachment 2 - Certification of Data Disposition

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 Contractor shall perform the activities and obligations as set forth and described in Exhibit A. The Contractor 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 Exhibit A. The Contractor shall provide the services, goods, products and activities at the costs set forth in this Contract.

4. PERIOD OF PERFORMANCE

The effective date of this contract, shall commence on July 1, 2025 and must be completed on or before June 30, 2026. Performance on this Contract shall not begin before the effective date.

5. COMPENSATION

The cost of accomplishing the work described in this Contract shall not exceed \$833,433.85. Any additional authorized expenditures, for which reimbursement is sought, must be submitted as written documentation to the DCYF Contract Manager for pre-approval by the DCYF Secretary or the Secretary's delegate as described in this Contract, and established by a written Contract Amendment. Exhibit B is an actual budget of the costs associated with this Contract. If the Contractor reduces its prices for any of its services during the term of this Contract, DCYF shall receive the immediate benefit of such lower prices for services following the price reduction. Compensation for services will be paid upon the timely completion of services as described in Exhibit A and is contingent upon acceptance of relevant work products and approval of vouchers by DCYF as described in this Contract.

6. BILLING PROCEDURE

- a. The Contractor shall submit, not more than semi-monthly, properly completed A-19 vouchers (the "voucher") to one of the following:

The Department of Children, Youth, and Families
Attn: Sarah Hill
PO Box 40972
Olympia WA 98504-0972

Or, email a scan of an original, signed A-19 voucher directly to the DCYF Contract Manager at Sarah.hill@dcyf.wa.gov

- b. Payment to the Contractor for approved and completed work shall be made by warrant or Electronic Funds Transfer by DCYF and considered timely if made within 30 days of receipt of a properly completed voucher. Payment shall be sent to the address designated by the Contractor and set forth in this Contract.

- c. Properly completed vouchers and attachments completed by the Contractor must contain the information described in Exhibit A under the Section titled "Use of Funds".
- d. For Statewide Payee Registration: OFM maintains a central contractor registration file for Washington State agencies to use for processing contractor payments. This allows many contractors to receive payments by direct deposit. The Contractor must be registered in the Statewide Payee Registration system, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>, prior to submitting a request for payment under this Contract. No payment shall be made until the Statewide Payee Registration is complete.
- e. Upon the expiration of this Contract, any claim for payment or voucher not already made shall be submitted to DCYF no later than forty-five (45) days following the expiration date of this Contract. In the event the Contractor does not provide to DCYF a claim for payment or voucher within forty-five (45) days following the expiration date of the Contract, DCYF shall have no obligation to pay such claim for payment or voucher even if the service or product has been delivered and/or accepted. The final voucher shall certify that the Contractor has completed all requirements of this Contract.

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, including the exhibits and attachments. The persons signing below further represent they have the authority to execute this Contract.

**Northwest Educational Service
Dist. 189**

Ismael Vivanco

Signature

Ismael Vivanco

Name

Superintendent

Title

7/21/2025

Date

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

Lucia Barbu

Signature

Lucia Barbu

Name

Contract Specialist

Title

7/21/2025

Date



Exhibit A - Statement of Work

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1. INTRODUCTION

- a. Early Childhood Education and Assistance Program (ECEAP) is Washington's pre-kindergarten program that prepares children furthest from opportunity for success in school and life. Since 1985, ECEAP has focused on the well-being of the whole child by providing comprehensive nutrition, health, education, and family support services. ECEAP reaches the children most in need of these foundations for learning.
- b. The Department of Children, Youth, and Families (DCYF) operates ECEAP 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.
- c. Tribal Sovereign Nations may develop and operate ECEAP services in a manner that is culturally relevant and appropriate, and that is specifically suited to members of the Tribal Sovereign Nation, or other tribes, in accordance with corresponding tribal laws and policy, while performing work pursuant to this Contract or Subcontracts.
- d. In the event of an inconsistency in the requirements of current, applicable ECEAP Performance Standards and any applicable statute or rule, the inconsistency shall be resolved by giving precedence to the applicable section(s) of [Chapter 43.216 RCW](#) or [Chapter 110-425 WAC](#).
- e. ECEAP contracts are renewable for Contractors in good standing, based on available funding.
- f. Starting in 2019-20, DCYF instituted quality and outcome performance measures in contracts that provide services to children and families as required by House Bill 1661. 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.

2. DEFINITIONS

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

- a. "Ancillary costs" means all costs and expenses associated with or arising from a purchase such as, but not limited to shipping, handling, taxes, or installation.

- b. "Complex Needs Fund" 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, behavioral needs, or other unique needs. ECEAP Contractors may apply for this funding annually.
- c. "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.
- d. "Culturally Responsive" means including shared social behavior and norms within a society, which can include shared knowledge, beliefs, laws, arts, customs, habits, priorities, expectations and many other shared practices; being culturally responsive involves proactively engaging with people in ways that are appropriate within *their* cultural values, behaviors, and norms.
- e. "Culturally Specific" means proactively learning and engaging the distinct cultural practices of others, referencing specific elements of that could be recognized as particular to *their* cultural ways.
- f. "Cultural Adaptations" means modifications made to practices, customs, or expectations to better accommodate a specific culture's values and norms. This includes providing culturally competent training to staff to ensure a comprehensive understanding of local needs, employing linguistically and culturally specific communication and access strategies, and adjusting intervention methods to align with diverse family structures and belief systems.
- g. "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.
- h. "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.
- i. "ELMS" means the Early Learning Management System, the database where Contractors enter program and child information.
- j. "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.
- k. "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.
- l. "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.
- m. "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](#).
- n. "License 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](#).
- o. "Limited English proficiency" (LEP) means a person's primary language is other than English and there is a limited ability to communicate in English.
- p. "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.
- q. "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.
- r. "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.
- s. "Non-traditional remote service" (NTRS) means service delivery other than in-person due to an emergency situation.
- t. "Performance Based Contracting" means DCYF's focus on continuous improvement and equitable delivery of services by using data and research intentionally to understand and identify opportunities for improvement.
- u. "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, Enrollment, and Staff Development Rate during July, August, and June and at a comprehensive preschool services rate from September to May.

- (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.
- v. "Transportation" means transportation of children enrolled in ECEAP, and/or receiving ECLIPSE services to and from their home daily.

3. PERFORMANCE BASED CONTRACTING MEASURES

Starting in 2019-20 DCYF instituted quality and outcome performance measures in contracts that provide services to children and families as required by House bill 1661. 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.

The Contractor must participate in ongoing monitoring and discussion with DCYF for the following quality and outcome measures. The documentation includes both data currently collected in ELMS and narratives describing these efforts to meet the targets. DCYF also documents efforts to partner with and support the Contractor's success in meeting the targets. DCYF continues to use a supportive, non-punitive performance improvement approach, and partner with Contractors to increase outcomes.

Data collection and communication with ECEAP Contractors and ECEAP families statewide during previous contract years will be used by ECEAP to develop plans for targets in future contracts.

- a. DCYF distal (i.e., long term) goals supported by the Contract include:
 - (1) Parents and caregivers (i.e., families) are supported to meet the needs of their children.
 - (2) Kindergarten readiness.
 - (3) Child development.
- b. **Quality Measures**
 - (1) **Pre and Post Mobility Mentoring Family Assessment**

Goal	Families experience ECEAP services as inclusive, collaborative, culturally relevant, strength based, and meaningful. Positive relationships built between Family Support Services (FSS) staff and families influence family decisions to participate in a range of ECEAP activities. This performance measure supports DCYF's goal of families being supported to meet the needs of children and youth. (<i>See Family Engagement and Partnerships Section in Exhibit E Performance Standards for related information.</i>)
Metric	Percent of families completing both pre and post Mobility Mentoring family assessments.
Target	75% percent of ECEAP families who remain enrolled Fall to Spring. <i>DCYF may approve an exception on a case-by-case basis.</i>
Reporting Requirement	Continue current reporting requirements.
Performance Management	Modified monitoring frequency: CQI Specialist monitors and discusses the measure and target with the Contractor twice yearly. If the target is not met, monitoring increases as warranted, in order for DCYF and the Contractor to more frequently discuss and better understand factors impacting enrollment.

Continuous Improvement	<p>DCYF ECEAP will support continuous improvement by:</p> <ol style="list-style-type: none"> 1) Creating performance feedback loops to learn from monitoring this data point; and 2) Highlighting assessment practices for collective learning.
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(2) Lead Teacher Completion of DCYF Required Curriculum Training

Goal	Kindergarten readiness is supported by individualized, strength-based instruction and a responsive, whole-child approach. This performance measure supports DCYF's goals of kindergarten readiness and child development.
Metric	Percent of lead teachers completing DCYF ECEAP required or preapproved curriculum training.
Target	85% of ECEAP Lead Teachers completing required curriculum training <i>DCYF may approve an exception on a case-by-case basis.</i>
Reporting Requirement	Continue current reporting requirements.
Performance Management	<p>Modified monitoring frequency:</p> <p>CQI Specialist monitors and discusses the measure and target with the Contractor in March and July, following the Teaching Strategies GOLD® respective winter and spring checkpoints.</p> <p>Monitoring may increase (as warranted).</p>
Continuous Improvement	<p>DCYF ECEAP will support continuous improvement by:</p> <p>Creating performance feedback loops to learn from monitoring this data point.</p>

c. Proximal (short-term) Outcome Measures

(1) Social Emotional Development Gains

Goal	Social emotional development is supported by individualized, strength-based instruction and a responsive, whole-child approach. This outcome measure supports DCYF's goals of kindergarten readiness and child development.
Metric	Percent gain/growth for children enrolled fall to spring with all social emotional checkpoints completed.
Target	30% average gain in social emotional development of children enrolled fall to spring, based on TSG® checkpoint scale scores. <i>DCYF may approve an exception on a case-by-case basis.</i>
Reporting Requirement	Continue current reporting requirements.
Performance Management	<p>Modified monitoring frequency:</p> <p>CQI Specialist monitors and discusses the measure and target with the Contractor in March and July, following the Teaching Strategies GOLD® respective winter and spring checkpoints.</p> <p>Monitoring may increase (as warranted).</p>

Continuous Improvement	<p>DCYF ECEAP will support continuous improvement by:</p> <ol style="list-style-type: none"> 1) Creating performance feedback loops to learn from monitoring this data point; and 2) Highlighting assessment practices for collective learning.
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(2) Meet or Exceed Widely Held Expectations (WHEs) in 6 of 6 domains in Gold® by Teaching Strategies

Goal	Kindergarten readiness in 6 of 6 domains is supported by individualized, strength-based instruction and a responsive, whole-child approach. This outcome measure supports DCYF's goals of kindergarten readiness and child development.
Metric	Percent of ECEAP children meeting/exceeding WHEs in 6 of 6 domains in Gold® by Teaching Strategies – Fall to Spring growth.
Target	<p>25% average gain in 6 of 6 domains for children enrolled in ECEAP from Fall to Spring, based on Gold® by Teaching Strategies checkpoint scale scores</p> <p><i>DCYF may approve an exception on a case-by-case basis.</i></p>
Reporting Requirement	Continue current reporting requirements.
Performance Management	<p>Modified monitoring frequency:</p> <p>CQI Specialist monitors and discusses the measure and target with the Contractor twice yearly.</p> <p>If the target is not met, monitoring increases from twice yearly to quarterly or as warranted in order for DCYF and the Contractor to more frequently discuss and better understand factors impacting family attendance of parent-teacher conferences.</p>
Continuous Improvement	<p>DCYF ECEAP will support continuous improvement by:</p> <ol style="list-style-type: none"> 1) Creating performance feedback loops to learn from monitoring this data point; and 2) Highlighting assessment practices for collective learning.

4. EXPECTED ECEAP OUTCOMES

- 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.
- 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.
- 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.
- Children's and families' experiences are positive because of cultural responsiveness, inclusion, and approaches that advance equity; individualization that focuses on strengths; and collaboration as demonstrated by family feedback shared directly with ECEAP staff or through other methods such as the ECEAP Family Feedback Survey.

5. CONTRACTOR COMMUNICATION WITH DCYF

- The Contractor must participate in:
 - (1) Regularly scheduled calls with DCYF to support continuous quality improvement.

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

6. INTERPRETATION AND TRANSLATION

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

7. ECEAP DATA ENTRY REQUIREMENTS

DCYF provides extracts of certain data from GOLD® by Teaching Strategies and ELMS to the P20W data warehouse managed by the Washington State Education Research and Data Center for the purpose of longitudinal analysis. This data includes fall and spring Teaching Strategies GOLD® Online check points, child names and birthdates, duration of ECEAP services, and demographic information including percent of State Median Income. It does not include family risk factors, parent-teacher conference notes, or family support notes. This data is matched with K-12 and workforce data and is de-identified so researchers will not be able to identify individual children.

- a. The Contractor must:
 - (1) Enter and maintain accurate data in ELMS and MERIT. This applies to Working Day slots through the summer. The Contractor ensures all data are entered in ELMS and MERIT in accordance with the following contract exhibits and reference documents herein: Exhibit C, Deliverables; Exhibit E, ECEAP Performance Standards; contract reference document *Deliverables and Required Activities Calendar*; and the [ELMS Data Entry-Minimum Requirements document](#), which is linked from the DCYF webpage.
 - (2) Assign coaches to each site in ELMS and ensure that coaches enter support and technical assistance provided to staff in the DCYF coach data system. Maintain records of coaches' professional development activities.
 - (3) Complete and enter all Teaching Strategies GOLD® checkpoints as outlined in Exhibit C, Deliverables and the contract reference document *Deliverables and Required Activities Calendar*.
 - (4) Complete and enter all Mobility Mentoring® assessments and check-ins as outlined in Exhibit C, Deliverables and the contract reference document *Deliverables and Required Activities Calendar*.

- (5) Obtain signed permission from a parent or guardian before requesting that DCYF transfer ELMS records from another Contractor. A copy of the documentation must be kept, and the permission must be documented in ELMS.

8. ECEAP ELIGIBILITY AND ENROLLMENT

The Contractor must:

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

9. PORTABLE BACKGROUND CHECKS

ECEAP staff are required to complete the DCYF Portable Background Check process. Fingerprints must be completed and cleared prior to starting work. Any new staff, applicants, or volunteers may be on the premises if not in licensed child care space and not counted in ratio, not interacting with or unsupervised with children.

- a. The Contractor must ensure that DCYF portable background checks are completed for all persons who have or may have unsupervised access to children during ECEAP programming, including transportation and other services during ECEAP hours. Contractors must disqualify persons from unsupervised access to children in accordance with [WAC 110-06-0070](#).
- b. 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 2025-26 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.

10. CHILD SAFETY

- a. Children's health, safety, and wellbeing must always be the primary concern of the Contractor in the delivery of services under this Contract. The Contractor must report child abuse and neglect in accordance with [RCW 26.44.030](#). If the Contractor, or any of the Contractor's employees, has reasonable cause to believe that a child has suffered abuse or neglect from any person, the Contractor or employee must immediately report such incident to CPS Intake at 1-866-ENDHARM. This requirement includes suspected abuse or neglect that occurs when a child is in the care of the Contractor as well as outside of the Contractor's care.
- b. The Contractor must ensure that managers, board members, employees, and volunteers of ECEAP who will or may have contact with ECEAP children complete training on child abuse and neglect, including reporting procedures, within two weeks of initial association with ECEAP and annually thereafter. Training may consist of viewing the DCYF Mandatory Reporter Video Presentation and other resources in the [Mandatory Reporter Toolkit](#). The Contractor must retain a statement signed annually by each person participating in this training, acknowledging their completion of training and duty to report child abuse and neglect.

11. SUBCONTRACT REQUIREMENTS

- a. The Contractor must not subcontract ECEAP in an unlicensed childcare center or unlicensed family child care home or a child care center or family child care home that is not in good standing with DCYF child care licensing.
- b. All subcontracts for ECEAP services must follow guidance in the Subcontracting section in Exhibit D, General Terms and Conditions, and include:
 - (1) Number of slots for ECEAP children.
 - (2) Funds per slot.
 - (3) A list of deliverables and due dates the Subcontractor must submit to the Contractor.
 - (4) A description of how the Contractor will monitor the Subcontractor for compliance with all the provisions of this Contract, which includes Exhibit E, ECEAP Performance Standards.
 - (5) Guidance stating the Subcontractor must inform the Contractor immediately of:
 - (a) Any serious issue that impacts services for ECEAP children or families.
 - (b) Any serious issue that has potential for media coverage.

- (c) Intent to terminate a subcontract.
 - (d) Any potential report from a source outside the Subcontractor to childcare licensing, CPS, or law enforcement that has the potential to impact ECEAP staff, children, or families.
 - (e) Any CPS issue related to ECEAP staff facilities or transportation.
 - (f) A charge or conviction against the director or a staff person for a disqualifying crime under WAC 110-06-0120.
- c. All subcontracts for ECEAP services must include:
 - (1) Number of slots for ECEAP children.
 - (2) Amount of funding per slot.
 - (3) A list of deliverables and due dates the Subcontractor must submit to the Contractor.
 - (4) A description of how the Contractor will monitor the Subcontractor for compliance with all the provision of this Contract, which includes Exhibit E, ECEAP Performance Standards.
- d. Contractors subcontracting with Tribal Sovereign Nations must:
 - (1) Participate in Government-to-Government training provided by DCYF. The training must be completed by designated staff and leadership within six (6) months of hire or assignment to ECEAP activities or roles.
 - (2) Submit requests from Tribal Sovereign Nations for over income slots beyond the allotted number of slots to DCYF for review.

12. OBTAINING CONTACT INFORMATION TO RECRUIT FAMILIES

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

13. DCYF ECEAP PART DAY, SCHOOL DAY, WORKING DAY, AND ECEAP MODELS

- a. The Contractor must be authorized by DCYF prior to providing services through Part Day, School Day or Working Day ECEAP slots. Authorized slots and services associated with this contract are:
 - (1) 49.00 School Day
 - (a) 49 Region 3
- b. DCYF pays Contractors providing School Day or Working Day models at a per slot rate based on their region. DCYF pays Contractors providing Part Day model at a per slot rate statewide. In order to

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

- c. The Contractor receives contract amendments if slot reallocations occur. If funding differences result from slot reallocations, retroactive payment adjustments are provided by DCYF.

14. DCYF ECEAP PART DAY, SCHOOL DAY, AND WORKING DAY MODEL LICENSING REQUIREMENTS

- a. All Working Day classes must complete the full DCYF childcare licensing process as required by RCW 43.216 and WAC 110-300 prior to the first day of class during the 2025-26 year.
- b. School Day classes not operated by a government entity must complete the full DCYF childcare licensing process as required by RCW 43.216 and WAC 110-300 prior to the first day of class during the 2025-26 year.
- c. For the 2025-26 contract year, School Day sites operated by a government entity will not be required to become licensed. This includes Part Day sites with class sessions of four (4) hours or more.
 - (1) These sites will complete and submit an exemption form through DCYF ECEAP. A new exemption form is not needed if an exemption was approved in prior years. Send exemption requests to eceap@dcyf.wa.gov.
- d. Part Day classes operating four (4) hours or less than four (4) hours a day are not required to complete the childcare 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.

15. COMPLEX NEEDS FUND

- a. Funding is available through an application process to provide additional support in ECEAP classrooms. The purpose of the funding is to promote inclusive, least restrictive environments for children with developmental delays, disabilities, behavioral needs, or other unique needs due to complex trauma.
- b. Funding must be identifiable and clearly tracked throughout fiscal records.
- c. Contractor may use funds for the following allowable spending categories:
 - (1) Adding staff in classrooms that directly support children with complex needs.
 - (2) Increasing current staff hours.
 - (3) Increasing mental health/behavioral consultation/contracted services.
 - (4) Providing supportive and adaptive materials and equipment.
 - (5) Purchasing new or adapting currently used curricula.
 - (6) Providing teacher coaching, training, and professional development specific to complex needs.
 - (7) Offering unique transportation services.
 - (8) Staff travel.
- d. Complex Needs Funds must be spent only on costs within the allowable spending categories detailed in section 17 herein.
- e. Contractor must comply with cost allocation rules in the Use of Funds section herein.
- f. Contractor may use up to 15 percent of the total funding for administrative costs.
- g. Funds cannot be used to reimburse purchases made prior to the contract effective date or prior to the approval of an amendment.
- h. Contractor must submit Complex Need Fund spending reports monthly. These spending reports will be completed and submitted via Smartsheet. All monthly spending reports are due by the 15 day of the following month. The first report will be due by August 15, 2025, and the last monthly report will be due by July 10 2026, as specified in Exhibit C Deliverables. The reports include information such as, but not limited to:
 - (1) Number of children served.
 - (2) Children's race, ethnicity, and Individualized Education Program (IEP) status.
 - (3) Types of activities conducted.
 - (4) Number of staff positions supported by funds.
 - (5) Expenses related to adding staff in classrooms that directly support children with complex needs.
 - (6) Expenses related to increasing current staff hours.
 - (7) Expenses related to increasing mental health/behavioral consultation/therapeutic services.
 - (8) Expenses related to providing supportive and adaptive materials and equipment.
 - (9) Expenses related to purchasing new or adapting currently used curricula.
 - (10) Expenses related to providing teacher coaching, training, and professional development specific to complex needs.
 - (11) Expenses related to offering unique transportation services.
 - (12) Expenses related to staff travel.
 - (13) A description of outcomes and successes.

16. USE OF FUNDS

- a. A budget reference document with an itemized budget is attached to this contract.
- b. For each slot, the Contractor bills a specific base rate monthly for operational costs.
- c. The Contractor must maintain a financial management system with written policies and procedures ensuring strong internal controls.
- d. The Contractor must submit the following to DCYF in accordance with Exhibit C, Deliverables and reference document *Deliverables and Required Activities Calendar*:
 - (1) A-19 Invoices.
 - (2) ECEAP Services Operating Budget on the template provided by DCYF.
 - (3) Staff Compensation Report on the template provided by DCYF.
 - (4) ECEAP Contractor Financial Disclosure Certification on the form provided by DCYF.
 - (5) Monthly reporting for Complex Needs Fund spending, if applicable.
 - (6) Certificate of Coverage upon renewal of insurance.
 - (7) Copy of vehicle title if purchased wholly or in part with ECEAP funding.
- e. When expending ECEAP funds for items, personnel, or services used by other programs or individuals, ECEAP funds may only be spent for the share used solely for ECEAP services.
- f. The Contractor must maintain a written cost allocation plan that describes how ECEAP, and other funds are used. Cost allocation plans are subject to the records retention schedule identified in this Contract.
- g. The Contractor may use ECEAP funds for the following costs:
 - (1) ECEAP Services administration including planning and coordination; accounting and auditing; purchasing, personnel and payroll functions; and equipment, training, travel, and facility costs related to these purposes. Training costs for administrative personnel is allowed and is categorized with administrative costs. Administrative costs must not exceed 15 percent of the amount of this Contract, including Subcontractors' administrative costs, if any.
 - (2) Direct ECEAP Services including infant, toddler, and/or preschool education, health services coordination, nutrition, family supports and parent involvement; salaries and benefits for direct service personnel, goods and services, equipment, facilities, child transportation, training and travel, and other costs related to direct ECEAP Services. Training costs for direct service personnel is allowed and is categorized with program costs.
- h. 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.
- i. The Contractor may not use contract funds for the following:
 - (1) Costs not directly related to ECEAP service delivery.
 - (2) Costs that exceed the Contract amount.
 - (3) Finance charges or late fees on purchases.
 - (4) Work charged to or paid for by any other contract or funding source.
 - (5) Any sectarian purpose or activity, including sectarian worship or instruction.
- j. Travel expenses allowed in this section (21.k.) may include airfare (economy or coach class only), mileage, other transportation expenses, lodging, and subsistence necessary during periods of required travel. The Contractor must comply with Washington State Office of Financial Management travel policy as described at <http://www.ofm.wa.gov/policy/10.htm> including travel rates and exceptions to the maximum allowable rates. When the lowest available lodging rate exceeds the current state travel reimbursement rates or the lodging provider requires a government-issued identification card in order to receive the state per diem rate and the Contractor is not a government-based entity, ECEAP may allow an exception to the maximum allowable limit for lodging when such exception is documented, pre-approved in writing by the Contractor's director or authorized designee (i.e. finance director), and available for review.
- k. If the Contractor provides Part Day or School Day ECEAP within a licensed childcare provider, the Contractor may separately bill for childcare subsidy for the same children for hours that they receive childcare beyond the ECEAP hours.
- l. The Contractor may engage in efforts to obtain additional funds and in-kind contributions to expand or enhance ECEAP Service delivery.
- m. The Contractor must not solicit funds from families enrolled in ECEAP services, except as allowed in Exhibit E, ECEAP Performance Standards.
- n. If the Contractor plans to use ECEAP funds as federal match for any federal funds, the Contractor must document this in the September ELMS Monthly Report, including the amount of ECEAP funds the Contractor wants to use for the current state fiscal year (July 1 – June 30) and the title of the federal program to which this match would apply. The request must not exceed the amount of state funds received for ECEAP services.
- o. By June 15, 2026, if more than 10 percent of ECEAP funding is unspent, the Contractor must submit to DCYF for approval an ECEAP Funding Carryforward Plan with the approximate total amount of any unspent ECEAP funds; identified items, personnel, or service expenses; and a timeline to expend

funds. If the unspent funding is less than 10 percent of the total contract amount, the Contractor will indicate carryforward funding on the Financial Certification Disclosure form due June 15, 2026. They will then indicate how this carryforward funding will be spent in accordance with the use of funds detailed in section 18 in the carryforward spend plan due June 15, 2026.

17. PRIOR APPROVALS

The Contractor must obtain prior written approval from DCYF before:

- a. Offering enrollment to families with incomes above 36% State Median Income (SMI), or 100% SMI for tribal children, after the Contractor's *exceeds SMI eligibility* limit has been reached.
- b. Changing class start dates.
- c. Changing class end dates.
- d. Adding a new site.
- e. Beginning a major remodeling of a site, including planned use of space not previously approved by the fire marshal's office or DCYF.
- f. Adding or moving a class.
- g. Changing the number of slots assigned to a site.
- h. Changing a service area boundary.
- i. Adding or terminating a Subcontractor who provides ECEAP services. Refer to Exhibit A, Statement of Work, *Subcontract Requirements* section.
- j. Purchasing equipment with unit costs or total costs of \$10,000 or greater including ancillary costs, or procuring playground or facility improvements with a total cost of \$10,000 or greater including ancillary costs, paid fully or in part with ECEAP Services funds. Refer to Exhibit A, Statement of Work, *Purchase Approval* section.
- k. Supporting families with concrete goods and services as a means of last resort.
- l. Selling or disposing of equipment purchased with ECEAP funds from the Contractor's inventory list.
- m. Changing Contractor's legal status, ECEAP Director, or organizational structure related to ECEAP.
- n. Implementing variances or waivers to Exhibit E, ECEAP Performance Standards.

18. PURCHASE APPROVALS

- a. The Contractor must obtain prior written approval from DCYF before using or contributing any funds to acquire:
 - (1) Equipment, defined as any article of tangible, nonexpendable, property having a useful life of more than one year with a unit cost or total purchase cost of \$10,000 or greater, including ancillary costs. Ancillary costs include, but are not limited to tax, shipping, handling, and installation.
- b. The contractor must
 - (1) All procurement transactions must be conducted in a manner that provides full and open competition and is consistent with the standards of RCW 39.26 and CFR § 200.320.
 - (a) Direct Buy
 - i. Procurement transactions with a total of \$40,000 or less may be purchased without competition.
 - (b) Competitive Procurement
 - i. Formal procurement methods are required when the value of the procurement transaction is over Direct Buy Level. Formal procurement methods are competitive and require public notice.
 - A. Request for proposals require all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to public notice must be considered.
 - B. Contracts must be awarded to the responsible bidder whose proposal is most advantageous considering price and other factors.
 - (2) The Contractor must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.
- c. The Contractor must provide a cost allocation plan if the purchase is not solely for ECEAP use.

19. INVENTORY

- a. The Contractor must maintain inventory policies and procedures. These must include procedures for:
 - (1) Documenting and reporting lost or stolen equipment.
 - (2) Completing an inventory audit at least every two years.

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

20. COMPENSATION AND VOUCHER VERIFICATION

- a. Payment points as set forth in Exhibit B "Budget" will be approved upon receipt and approval by DCYF.
- b. All invoices shall be based on slots currently contracted. See section 14.a for your budgeted slots.
- c. Complex Needs Funds will be invoiced based on a cost reimbursement method. The amount invoiced should match the amount submitted in the monthly spend report.
- d. All reports, deliverables and analysis will be reviewed and approved by DCYF prior to payment.
- e. The Contractor shall submit one A-19 voucher per month.



Exhibit B - Budget Report

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

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

Payment Point	Qty Unit	Unit Cost	Budget Limit	Note
1. Slot Allocation Budget	1 Sum	\$808,433.85	\$808,433.85	
1.01. ECEAP School Day Slots - Region 3	Each	\$1,555.82	\$0.00	
1.02. SD June & August - Admin, enrollment, staff development - Region 3	Each	\$833.18	\$0.00	
1.03. SD July - Admin, enrollment, staff development - Region 3	Each	\$829.88	\$0.00	
2. Complex Needs Fund	1 Cost	\$25,000.00	\$25,000.00	
		Total:	\$833,433.85	

Contract Maximum: **\$833,433.85**

Contract Funding Source(s)

State Funds \$833,433.85



Exhibit C - Deliverables Report

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

#	Deliverable Title, Due Note, Description	Due Date
1.00	Contractor, Subcontractor, site and class sections of ELMS <i>By July 1 (Working Day) or Aug 15 (Part and School Day)</i> <i>Complete Contractor, Subcontractor, site and class sections of ELMS for the new school year.</i>	No Date
2.00	Teachers finalize the summer checkpoint in GOLD® by Teaching Strategies <i>For Working Day ECEAP only: Teachers finalize the summer checkpoint in GOLD® by Teaching Strategies.</i>	Aug 15, 2025
3.00	Federal Match Request <i>By October 15 (optional)</i> <i>Request to use ECEAP funds as federal match, if applicable, by completing that section of the September ELMS Monthly Report.</i>	Oct 15, 2025
4.00	Operating Budget <i>Submit Annual ECEAP Services Operating Budget (template provided by DCYF, to contain reporting on all funding sources awarded contractor).</i>	Nov 30, 2025
5.00	Staff Compensation Report <i>Submit Staff Compensation Report (template provided by DCYF, to contain reporting on all funding sources awarded contractor).</i>	Nov 30, 2025
6.00	Service Area Agreements <i>Submit Service Area Agreements.</i>	Nov 30, 2025
7.00	Fall Checkpoint in GOLD® by Teaching Strategies <i>Teachers finalize the fall checkpoint in GOLD® by Teaching Strategies.</i>	Nov 15, 2025
8.00	Mobility Mentoring® Assessment <i>Mobility Mentoring® first assessment due.</i>	Nov 30, 2025
9.00	DSHS Eligible Families Data <i>By February 1 (optional)</i> <i>Request through ELMS names and addresses of age-eligible DSHS clients for recruitment efforts. Email Non-Disclosure Agreement and Certification of Data Disposition.</i>	Feb 1, 2026
10.00	Winter Checkpoint in GOLD® by Teaching Strategies <i>Teachers finalize the winter checkpoint in GOLD® by Teaching Strategies.</i>	Mar 15, 2026
11.00	Mobility Mentoring® Assessment <i>Mobility Mentoring® mid-year check-in due.</i>	Mar 31, 2026
12.00	Spring Checkpoint in GOLD® by Teaching Strategies <i>Teachers finalize the spring checkpoint in GOLD® by Teaching Strategies.</i>	Jun 15, 2026
13.00	Contractor Financial Disclosure Certification <i>Submit the ECEAP Contractor Financial Disclosure Certification and Carryforward plan, if applicable..</i>	Jun 15, 2026

- | | | |
|-------|---|--------------|
| 14.00 | ECEAP Directors Customer Satisfaction Survey
<i>Submit the ECEAP Directors Customer Satisfaction Survey.</i> | Jun 15, 2026 |
| 15.00 | ECEAP Self-Assessment
<i>Submit the ECEAP Self-Assessment, including Family Feedback Surveys.</i> | Jun 15, 2026 |
| 16.00 | Mobility Mentoring® Final Assessment
<i>Mobility Mentoring® Final Assessment due.</i> | Jun 30, 2026 |
| 17.00 | ELMS Monthly Report
<i>By the 15th of the following month, except for June invoices due July 10</i>
<i>ECEAP Monthly Reports due.</i> | No Date |
| 18.00 | ECEAP Services A-19 Invoices
<i>By the 15th of the following month, except for June invoices due July 10</i>
<i>Submit A-19 Invoice</i> | No Date |
| 19.00 | Complex Needs Fund Monthly Spending Report (applicable to all contractors who receive Complex Needs)
<i>By the 15th of the following month, except for June final report due July 10</i>
<i>Monthly spending reports submitted via Smartsheet</i> | No Date |



Exhibit D - General Terms and Conditions

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1. DEFINITIONS

The following terms as used throughout this Contract shall have the meanings as set forth below.

- a. **"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.
- b. **"Contract" or "Agreement"** means the entire written agreement between DCYF and the Contractor, 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.
- c. **"Contractor"** means one not employed by the department that is the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise state in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, director, partners, employees, and/or agents.
- d. **"Converted Data"** means the data which has been successfully converted by the Contractor for processing by DCYF's computer system.
- e. **"Data"** means DCYF's records, files, forms, data, information and other documents in electronic or hard copy form, including but not limited to Converted Data.
- f. **"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.
- g. **"DCYF" or "Department"** means the Washington State Department of Children, Youth, and Families, including any division, section, office, unit or other entity thereof, or any of the officers or other officials lawfully representing DCYF.
- h. **"In-home Caregiver"** means an in-home child care provider that (1) provides regularly scheduled care for a child; (2) receives child care subsidies; and (3) is either licensed by the state or is exempt from licensing.
- i. **"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.
- j. **"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.
- k. **"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.
- l. **"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 <http://apps.leg.wa.gov/rcw/>.
- m. **"Regulation"** means any federal, state, or local rule, rule, or ordinance.
- n. **"Sensitive Personal Information"** means personally identifying information of In-home Caregivers including, but not limited to: names, addresses, GPS [global positioning system] coordinates, telephone numbers, email addresses, social security numbers, driver's license numbers, or other personally identifying information.

- o. **"Staff"** means the Contractor's directors, officers, employees, and agents who provide goods or services pursuant to this Contract. "Staff" also means Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "Staff" also means the Subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the Subcontractor and Contractor.
- p. **"Subcontract"** means a contract or contractual action entered into by the Contractor or Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under this Contract. The terms "subcontract" and "subcontracts" means subcontract(s) in any tier.
- q. **"Subcontractor"** means a person, partnership, company, or other entity that is not in the employment of or owned by Contractor and that is performing services under this Contract under a separate contract with or on behalf of the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- r. **"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/>.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance or in anticipation of goods or services to be provided under this Contract shall be made by DCYF.

3. AMENDMENT

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

- a. **Assignment by Contractor.** With the prior written consent of DCYF's Contract Administrator, which consent shall not be unreasonably withheld, the Contractor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve the Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to DCYF that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.
- b. **Assignment by DCYF.** DCYF may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve DCYF of any of its duties and obligations hereunder.

5. 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.

6. CHOICE OF LAW AND VENUE

- a. This Contract shall be governed by the laws of the State of Washington without regard to the conflict of law rules of any jurisdiction. Every dispute concerning the interpretation or effect of this Contract and/or the use of the goods or services described in this Contract must be resolved in the federal or state courts located in Washington. The Contractor agrees to the exclusive personal jurisdiction, and subject matter jurisdiction of these courts. Thurston County shall be the venue of any litigation arising out of this Contract.
- b. The Contractor agrees that the United States Bankruptcy Court, Western District of Washington in Seattle, shall be the venue of any and all bankruptcy proceedings that may involve the Contractor.

7. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

- a. **Assurances.** The Contractor 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).
- b. **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 Contractor. Contractors 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 Contractor has reasonable cause to believe that a child has suffered abuse or neglect at the hands of any person, the Contractor shall immediately report such incident to Child Protective Services (CPS) Intake at 1-866-ENDHARM.
- c. **Civil Rights Laws**
 - (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).
 - (2) **Nondiscrimination Requirement.** During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
 - (3) **Obligation to Cooperate.** Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
 - (4) **Default.** Notwithstanding any provision to the contrary, DCYF may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until DCYF receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), DCYF may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
 - (5) **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract 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 directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. DCYF shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe DCYF for default under this provision.
- d. **Conflict of Interest**
 - (1) Notwithstanding any determination by the Executive Ethics Board or other tribunal, DCYF may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by DCYF there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

- (2) In the event this Contract is terminated as provided above, DCYF shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of DCYF 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 DCYF makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

- e. **Licensing, Accreditation and Registration.** The Contractor and its Subcontractors shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this Contract.
- f. **Noncompliance with Laws, Regulations, or Policies.** The Contractor shall be responsible for and shall pay any fines, penalties, or disallowances imposed on the State or Contractor arising from any noncompliance with the laws, regulations, policies, guidelines and Collective Bargaining Agreements that affect the Services, goods, or Deliverables that are to be provided or that have been provided by Contractor, its Subcontractors or agents.
- g. **Registration with Department of Revenue and Payment of Taxes**

The Contractor must pay all taxes including, but not limited to, sales and use taxes, Business and Occupation taxes, other taxes based on the Contractor's income or gross receipts, or personal property taxes levied or assessed on the Contractor's personal property. The Contractor 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.

8. CONTRACTOR STAFF

- a. **Contractor staff list and job description.** Prior to the effective date of this Contract, the Contractor shall have provided to DCYF a list of Contractor 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.
- b. All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced. The Contractor shall provide DCYF with written notice of any Staff changes that the Contractor proposes. The written notice shall not be effective until fourteen (14) business days from the date of the mailing.

9. CONTINUED PERFORMANCE

If DCYF, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, DCYF may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at DCYF'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.

10. COPYRIGHT

- a. Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by DCYF. DCYF shall be considered the author of such Materials. In the event the Materials are not considered "works for hire," under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to DCYF effective from the moment of creation of such Materials.
- b. For Materials that are delivered under the Contract, but that incorporate preexisting materials not produced under the Contract, Contractor hereby grants to DCYF a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to DCYF.

- c. The Contractor shall exert all reasonable effort to advise DCYF, 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 which was not produced in the performance of this Contract. DCYF shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Data delivered under this Contract. DCYF shall have the right to modify or remove any restrictive markings placed upon the Data by the Contractor.

11. DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION

- a. **Scope of Protection.** This Section (DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION AND SENSITIVE PERSONAL INFORMATION) 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, the Contractor, or Subcontractors. Such Data, information, and Materials shall include but is not limited to all Confidential Information and Sensitive Personal Information of In-home Caregivers.
- b. **Use of Confidential Information and Sensitive Personal Information**
 - (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:
 - (a) 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
 - (b) 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.
 - (2) DCYF does not warrant or guarantee the accuracy of the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information provided pursuant to this Contract. The Contractor understands all the risks and liabilities of the use and misuse of the information provided pursuant to this Contract.
- c. **Protection of Sensitive Personal Information**
 - (1) The Contractor agrees to protect the confidentiality of Sensitive Personal Information of In-home Caregivers.
 - (2) The Contractor 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 Contractor further understands and agrees that before the Contractor can release the Sensitive Personal Information of In-home Caregivers pursuant to a third party request, or for any other reason, the Contractor must comply with all the requirements, including notice requirements, contained in this Section (Protection of Sensitive Personal Information).
 - (3) **Notice of Third Party Request and Intended Disclosure**
 - (a) **Written Notice Required.** If a third party requestor seeks from the Contractor the Sensitive Personal Information of an In-home Caregiver, or the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for any other reason not related to a third party request, the Contractor shall give notice to DCYF of such request and/or the Contractor's intent to release or disclose such information.
 - (b) **Notice Deadline: Third Party Request.** The notice required under this Section (Notice of Third Party Request and Intended Disclosure) shall be provided to DCYF's program contact within five (5) calendar days from the date of the request, to allow DCYF to seek a protective order from the proper tribunal.

- (c) **Notice Deadline: Disclosure for any Other Reason.** If the Contractor intends to release or disclose the Sensitive Personal Information of an In-home Caregiver for a reason that is unrelated to a particular third party request, the Contractor shall provide written notice to DCYF no less than twenty-one (21) calendar days prior to the intended release date.
- (d) **Basis for Disclosure.** The Contractor understands and agrees that it will not release the Sensitive Personal Information of an In-home Caregiver without the express written consent from DCYF, or a lawfully issued court order in which DCYF has been given an opportunity to oppose prior to entry of the order.
- (4) If the Contractor 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 Contractor must obtain from the recipient of such Sensitive Personal Information a signed Statement of Confidentiality and Non-Disclosure Agreement consistent with Attachment 1 to this Contract.
- (5) The Contractor understands and agrees that before the Contractor releases or discloses, pursuant to the terms of this Contract, the Sensitive Personal Information of In-home Caregivers to a subcontractor, the Contractor must obtain prior written approval from DCYF agreeing to such disclosure.

d. Information Technology Security Standards

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

e. 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 Contractor must:

- (1) Ensure that the Contractor's Staff, Subcontractors, and the Subcontractors' 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. The term "Staff" shall have the same meaning as set forth in Section (DEFINITIONS).
- (2) Limit access to Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information to the Contractor's Staff and Subcontractors' Staff requiring access for performance of their assigned duties.
- (3) Require that the Contractor's Staff and Subcontractors' Staff having access to Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information sign a Statement of Confidentiality and Non-Disclosure Agreement consistent with Attachment 1. Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information shall not be released to the Contractor's Staff person(s) or Subcontractors' Staff person(s) until the following conditions have been met:

- (a) DCYF approves the Contractor's Staff person, or Subcontractor's Staff person, to work on this Contract; and
 - (b) DCYF must receive the signed original Statement of Confidentiality and Non-Disclosure Agreement, signed by the Staff person, from the Contractor or Subcontractor.
- (4) Notify its Staff person(s) and ensure its Subcontractors notify the Subcontractors' 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).
- (5) Ensure that 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.
- (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.
- (7) Ensure that the input of user identifications and passwords are necessary and required before the Contractor, the Contractor's Staff, or Subcontractor's Staff can access electronically stored Sensitive Personal Information of In-home Caregivers, Data, and Confidential Information.
- (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 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 (RECORD 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:
 - (a) 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 protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
 - (b) 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.
 - (c) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
 - (d) If Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information has been stored on magnetic tape(s), the Contractor shall destroy the Sensitive Personal Information of In-home Caregivers, Data, or Confidential Information by degaussing, incinerating or crosscut shredding.

- (e) 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 Contractor 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).
- (f) 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 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).
- (9) Ensure that within fifteen (15) calendar days after the completion of the requirements contained in Section (Confidentiality Protection) the Contractor shall complete and deliver to DCYF a signed Certification of Data Disposition (Attachment 2).
- (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.
- (11) Shall immediately notify DCYF 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 Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their officers, directors, employees, Subcontractors or agents. Immediately after becoming aware of a suspected, attempted, or actual breach the Contractor must contact the DCYF. Shall immediately notify DCYF 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 Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security. The Contractor agrees to defend, protect and hold harmless DCYF for any damages related to a breach of security by their officers, directors, employees, Subcontractors or agents. Immediately after becoming aware of a suspected, attempted, or actual breach the Contractor must contact the DCYF Contract Manager, DCYF's Help Desk at (360) 407-1960 or dcyf.servicedesk@dcyf.wa.gov and DCYF Privacy Officer at privacyofficer@dcyf.wa.gov.

f. Confidentiality Breach

- (1) In the event of a breach by the Contractor 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 DCYF, DCYF may elect to do any of the following:
 - (a) Terminate the Contract;
 - (b) Require that the Contractor return all Sensitive Personal Information of In-home Caregivers and Confidential Information to DCYF that was previously provided to the Contractor by DCYF;
 - (c) Require that the Contractor destroy all Sensitive Personal Information of In-home Caregivers and Confidential Information so it cannot be accessed by unauthorized individuals and cannot be recovered; or

(d) Suspend the Contractor's on-line access to accounts and other information.

g. Method of Transfer

- (1) All Data transfers to or from the Contractor shall be made by using an approved solution that meets agency and state IT security standards.
- (2) Approved options include:
 - (a) MFT service provide Washington Technology Solutions (WaTech)
- (3) Any information containing sensitive data elements must be encrypted and password protected using a tool such as WinZip, 7zip, or something similar.
- (4) An account is required to access either of the above solutions, you will need to make a request by contacting the contract contact listed on the cover page of this Agreement.
- (5) Any other solutions must be approved by the DCYF Information Security Office. To obtain approval, contact the contract contact listed on the first page of this Agreement. Request must include the name of the solution, as well as, any information to help in the approval process.

h. Public Disclosure

- (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.
- (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.

i. Access to Data

- (1) In compliance with RCW 39.26.180, the Contractor shall provide access to Data generated under this Contract to 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 Contractor's reports, including computer models and methodology for those models.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by the Contractor or that of its Subcontractors.

13. DISPUTES

- a. Except as otherwise provided 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").
- b. A request for a DRB must:
 - (1) Be in writing;
 - (2) State the disputed issues;
 - (3) State the relative positions of the parties;

- (4) State the Contractor's name, address, and contact telephone number; and
 - (5) Be mailed to the other party's (respondent's) Contract Manager after the parties agree that they cannot resolve the dispute.
- c. 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.
 - d. 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.

14. DUPLICATE PAYMENT

DCYF shall not pay the Contractor if the Contractor 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.

15. 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.

16. EXPENSES

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

17. FUNDING CONTINGENCY

- a. 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 completion of the work in this Contract, DCYF may:
 - (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;
 - (2) Renegotiate the terms of the Contract under the new funding limitations and conditions;
 - (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
 - (4) Pursue such other alternatives as the parties mutually agree to in writing.
- b. Any termination under this Section (FUNDING CONTINGENCY) shall be considered a Termination for Convenience.

18. INDEMNIFICATION

DCYF shall indemnify and hold harmless the Contractor from all claims, costs, damages, or expense arising out of the negligence of DCYF. Likewise, the Contractor shall indemnify and hold harmless DCYF from all claims, costs, damages, or expenses arising out of the actions of the Contractor. In the case of negligence of both the Contractor and DCYF, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

19. 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.

20. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW (Industrial Insurance). If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, DCYF may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DCYF may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DCYF under this Contract, and DCYF may also transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's right to collect from the Contractor.

21. LIMITATION OF AUTHORITY

Only the Contractor's agent or agent's delegate by writing (delegation to be made prior to action) and DCYF'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.

22. INSURANCE

The Contractor, a local government of the State of Washington, warrants that it is self-insured. The intent of the required insurance is to protect DCYF should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or Subcontractors, or agents of either, while performing under the terms of this Contract.

23. MONITORING

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

24. NEUTRAL AUTHORSHIP

Each of the provisions of this Contract has been reviewed and 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.

25. 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:

- a. Applicable State of Washington statutes, regulations, and policies
- b. The Contract terms and conditions (pages 1 thru 4)
- c. Exhibit D (General Terms and Conditions)
- d. Exhibit E (2024-25 B-5 ECEAP Performance Standards)
- e. Exhibit A (Statement of Work)
- f. Exhibit C (Deliverables)
- g. Exhibit B (Budget)
- h. Attachment 1 (Statement of Confidentiality and Non-Disclosure Agreement)
- i. Attachment 2 (Certification of Data Disposition)

26. OVERPAYMENT

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

27. PUBLICITY

- a. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by DCYF and shall not be so construed by Contractor in any advertising or publicity materials.
- b. The Contractor agrees to submit to DCYF 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 DCYF's judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of DCYF.
- c. All publications funded, in whole or in part, under this Contract will use DCYF logo and will acknowledge credit as either providing "funding in partnership with" or "funded by" DCYF. The full-color or black-and-white DCYF logo, provided by DCYF Contract Manager, shall appear in its entirety, without modification.

28. RECAPTURE

- a. In the event that the Contractor fails to expend funds under this contract in accordance with state laws and/or the provisions of this Contract, DCYF reserves the right to recapture state funds in an amount equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.
- b. Such right of recapture shall exist for a period not to exceed six (6) years following Contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within thirty (30) days of demand. In the event that DCYF is required to institute legal proceedings to enforce the recapture provision, DCYF shall be entitled to its costs thereof.

29. RECORDS MAINTENANCE

- a. The Contractor 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. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including Materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by DCYF, personnel duly authorized by DCYF, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- b. 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.

30. 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.

31. 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 the 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.

If any term or condition of this Contract is held invalid by any court, the remainder of the Contract remains valid and in full force and effect.

32. SITE SECURITY

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

33. SUBCONTRACTING

- a. **Subcontractor Approval by DCYF.** Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from DCYF.
- b. **Subcontract Terms and Conditions.** The Contractor must ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. The Contractor shall forward to DCYF upon request, copies of all subcontracts and other materials pertaining to any and all subcontracts.

- c. **Performance.** Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to DCYF for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts shall be made in writing. Any failure of the Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations under this Contract.
- d. **Direct Agreements.** Upon expiration or termination of this Contract for any reason, DCYF and/or the State will have the right to enter into direct contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct contracts with DCYF.

34. TERMINATION FOR CAUSE

- a. In the event DCYF determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, DCYF has the right to suspend or terminate this Contract. DCYF shall notify the Contractor 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.
- b. DCYF reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by DCYF to terminate the Contract.
- c. In the event of termination, the Contractor 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 directly 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 Contractor was not in default; or (2) failure to perform was outside of Contractor's control, fault or negligence. The rights and remedies of DCYF 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.
- d. A filing for bankruptcy by Contractor will be deemed a material breach and may result in immediate termination of this Contract.
- e. Section titled TERMINATION FOR CAUSE, sub-section a. shall not apply to conduct in the performance of this Contract by the Contractor or sub-contractor(s) that involves child abuse or neglect. In the event DCYF has reason to believe that in the performance of this Contract the Contractor or its sub-contractors cause a child to be abused or neglected as defined in chapter 26.44 RCW, DCYF may immediately suspend or terminate this Contract. DCYF may elect to notify the Contractor in writing of the need to take corrective action before the Contract is suspended or terminated by DCYF.

35. TERMINATION FOR CONVENIENCE

DCYF may terminate this Contract in whole or in part when it is in the best interest of DCYF by giving the Contractor at least thirty (30) calendar days' written notice. If this Contract is so terminated, DCYF 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.

36. TERMINATION PROCEDURE

- a. Upon termination of this Contract the DCYF, in addition to any other rights provided in this Contract, may require the Contractor to deliver to DCYF any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of Section (TREATMENT OF ASSETS) shall apply in such property transfer.

- b. DCYF shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) accepted by DCYF, and the amount agreed upon by the Contractor and DCYF 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 DCYF, and (iv) the protection and preservation of property, unless the termination is for default, in which case DCYF and Contractor may agree to the extent of the liability of DCYF. Failure to agree to the extent of the liability shall be a dispute within the meaning of Section (DISPUTES) of this Contract. DCYF may withhold from any amounts due the Contractor such sum as DCYF determines to be necessary to protect DCYF against potential loss or liability.
- c. The rights and remedies of DCYF 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.
- d. After receipt of a notice of termination, and except as otherwise directed by DCYF, the Contractor shall:
 - (1) Stop work under the contract on the date, and to the extent specified, in the notice;
 - (2) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
 - (3) Assign to DCYF, in the manner, at the times, and to the extent directed by DCYF, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case DCYF has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (4) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DCYF to the extent DCYF may require, which approval or ratification shall be final for all the purposes of this clause;
 - (5) Transfer title to DCYF and deliver in the manner, at the times, and to the extent directed by this Contract or by DCYF any property which, if the contract had been completed, would have been required to be furnished to DCYF;
 - (6) Complete performance of such part of the work as shall not have been terminated by DCYF; and
 - (7) Take such action as may be necessary, or as DCYF may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which DCYF has or may acquire an interest.

37. TREATMENT OF ASSETS

- a. Title to all property furnished by DCYF shall remain in DCYF. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in DCYF upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in DCYF upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by DCYF in whole or in part, whichever first occurs.
- b. Any property of DCYF furnished to the Contractor shall, unless otherwise provided herein or approved by DCYF, be used only for the performance of this Contract.
- c. The Contractor shall be responsible for any loss or damage to property of DCYF which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- d. If any property of DCYF is lost, destroyed or damaged, the Contractor shall immediately notify DCYF and shall take all reasonable steps to protect the property from further damage.
- e. The Contractor shall surrender to DCYF all property of DCYF prior to settlement upon completion, termination or cancellation of this contract.

- f. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

38. 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 Contract. 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.

39. CONTRACTOR REPRESENTATIONS AND WARRANTIES

Contractor makes each of the following representations and warranties as of the effective date of this Contract:

- a. **Qualified to do Business.** Contractor 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.
- b. **Suspension & Debarment.** Contractor 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.
- c. **Quality of Goods or Services.** Contractor 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. Contractor 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, Contractor will repair or replace (at no charge to DCYF) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in DCYF's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor 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.
- d. **Wage Violations.** Contractor 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).
- e. **Pay Equality.** Contractor 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 Contractor agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals.
 - (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.
 - (2) For purposes of this Subsection (Pay Equality), the Contractor 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.

- (a) 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.
 - (b) 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.
- (3) Notwithstanding any provision to the contrary, upon breach of this pay equality warranty (Subsection Pay Equality) and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, DCYF may suspend or terminate this Contract.
- f. **Procurement Ethics & Prohibition on Gifts.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- g. **Sensitive Personal Information of In-home Caregivers.** Contractor 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.

40. WITHHOLDING PAYMENTS

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

Exhibit E - 2025-26 ECEAP Performance Standards

2025-26 ECEAP PERFORMANCE STANDARDS



Washington State Department of
CHILDREN, YOUTH & FAMILIES

Revised Date: May 6, 2025

Early Learning Division | Approved for Distribution by Jen Cassarino, B-5 ECEAP Sr. Administrator

2025-26 ECEAP PERFORMANCE STANDARDS



Washington State Department of
CHILDREN, YOUTH & FAMILIES

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2025-26 ECEAP PERFORMANCE STANDARDS

Introduction to the 2025-26 ECEAP Performance Standards

The Early Childhood Education and Assistance Program is Washington State's pre-kindergarten 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 ensure compliance with the ECEAP Performance Standards for all sites, including subcontracted sites, per their contract with the Department of Children Youth and Families.

ECEAP Contractors must also comply with all applicable Tribal, federal, state, and local regulations.

Equity Statement

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 2025-26 Standards will be in effect beginning July 1, 2025

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 center-based infant/toddler and prekindergarten 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.
- Acknowledge, affirm and honor each family's culture and language, and ensure culturally relevant services.
- Ensure that parents and families know and feel that ECEAP cherishes their child.

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

2025-26 ECEAP PERFORMANCE STANDARDS

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, with a beginning and end date, developed with the family, that 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’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.

“ECEAP Provider” refers to all early learning programs that provide ECEAP services as a contractor or a subcontractor.

“Child Focus Response 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.

“Culturally Responsive” Culture includes the shared social behaviors and norms within a society. This can include shared knowledge, beliefs, laws, arts, customs, habits, priorities, expectations, and many other shared practices. Being culturally responsive would involve proactively engaging with people in ways that are appropriate within their cultural values, behaviors, and norms.

“Curriculum” consists of the knowledge, skills, abilities, and understandings children are to acquire and the plans for learning experiences through which those gains will develop skills and knowledge through experiential learning.

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

“Differentiate” means to plan for and individualize services to enrolled children and families based on their individual needs identified through initial application and priority factors, initial Mobility Mentoring™ family support conversations, developmental and health screening, and family choice.

“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.

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

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

2025-26 ECEAP PERFORMANCE STANDARDS

“Family Partnership” means that staff and families develop authentic, trusting relationships and shared purposes to meet the whole family's strengths and areas the family identifies as opportunities for growth. In family partnerships, or in partnership with families, the staff of an ECEAP contractor and members of the family, typically the parents or guardians, are working towards a shared family focus, each having tasks or responsibilities. Family partnerships are activities and strategies that fall within family engagement.

“Family Engagement” means program staff, in an ongoing way, invite and welcome families to build secure relationships that facilitate participation in all aspects of the ECEAP program.

“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 see [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 facilities/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.

“Indian Child” As defined by WAC 110-425-0030.

“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, other special needs, or circumstances.

“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.

“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.

2025-26 ECEAP PERFORMANCE STANDARDS

“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.

“Regular Early Childhood Program” means a program that includes fifty percent or more children who do not have an IEP per [WAC 392-172A-01152](#).

“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 providers 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 and 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 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 and ECEAP providers 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 and ECEAP providers 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 and ECEAP providers 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 includes but is not limited to;
 - (i) How families may submit a complaint
 - (ii) Organizations timeline for responding
 - (iii) Steps organization will take for resolution
 - (iv) How the organization will respond to the family (written)

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- (v) Process for who to contact at DCYF if complaint is unresolved
- (c) The process for informing and training staff on nondiscrimination policy
- (4) Contractors must ensure the non-discrimination policy is included in the family 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 ensure all children receive a developmental screening 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 enrolled in ECEAP. ECEAP screenings are followed by ongoing 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 Program (IEP), and the child had a comprehensive evaluation.
- (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 local education agency (LEA) for further evaluation.
 - (c) Ensure the child received 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 IEP, staff 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 Early Learning Management System (ELMS).

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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, PreK and school district staff, and the larger community.

- (1) ECEAP providers must develop 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 ECEAP site
 - (c) Out of an ECEAP classroom to another contractor, or other early learning care
 - (d) From ECEAP to kindergarten
- (2) Kindergarten Transition Plan must include how ECEAP providers 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) Discussion 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 throughout the school year and document these observations in Teaching Strategies GOLD®.

CO-4 GOLD® Assessment

- (1) All ECEAP providers must use 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.
- (2) Contractors must ensure ECEAP providers:
 - (a) Finalize checkpoint ratings in GOLD® by the DCYF due date for each child who attended class for a minimum of three weeks prior to the checkpoint. DCYF checkpoint due dates are:
 - (i) Summer Checkpoint (August 15 Working Day ECEAP only) Optional
 - (ii) Fall Checkpoint (November 15)
 - (iii) Winter Checkpoint (March 15)
 - (iv) Spring Checkpoint (June 15)
 - (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.

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CO-5 Individualization

- (1) Contractors must ensure ECEAP providers' 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) Child Focus Response Plan if applicable.
 - (g) Individual Care Plan, if applicable.
- (2) Teaching staff must document individualization..

Family Engagement and Partnerships

Relationship-based family partnerships are an essential component of ECEAP comprehensive services. To support family well-being and promote children's learning and development, contractors integrate parent and family engagement strategies into all systems and program services.

These practices include identifying and interrupting biases with awareness building, listening to families about their experiences, training, and staff accountability. The result of anti-bias practices is creating and fostering 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 differentiate services to meet individual family needs by:
 - (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 opportunities for three conferences for each enrolled child per school year.
- (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 parent.
 - (d) Face-to-face in person or online with the parent.
 - (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, or follow-up conversations.
- (4) When the ECEAP lead teacher participates with the family in their child's IEP meeting with school district staff, they may count this meeting as a parent-teacher conference.

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.

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- (b) Hear family observations of their child's strengths, skills, interests, needs, and goals.
- (c) Gather family 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 parents and teachers outside of regular conferences.

FEP-4 Family Support Visits

- (1) Contractors must ensure ECEAP providers family support staff offer a minimum of three family support visits per family, per school year.
- (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 parent.
 - (d) Face-to-face in person or online with the parent.
 - (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 visits, or follow-up conversations. .

FEP-5 Family Support Visit Content

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 as long as the family participates in the program, based on family interests and needs.

- (1) Contractors must ensure ECEAP providers 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

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- (v) Time-Limited
- (d) Connect families with relevant and culturally appropriate community resources and referrals, as outlined in FEP-13 Resources and Referrals.
- (e) Follow up on goals and accomplishments.
- (2) 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.
- (3) 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 Oct. 31 st	First day in class between Nov. 1 st and Feb. 1 st	First day in class after Feb. 2 nd and 60 days before the last day of school
Pre-assessment due Nov. 30 th	Pre-assessment due 30 days after first day of class	Pre-assessment due 30 days after first day of class
Mid-year check-in due March 31 st	Mid-year check-in due March 31st	No mid-year check-in
Post-assessment due June 30 th	Post-assessment due June 30th	Post-assessment due June 30th

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 ensure ECEAP providers support families to ensure children's health care needs are met including but not limited to:
 - (a) Establish regular medical and dental providers.
 - (b) Identify children's medical, dental, nutritional, or mental health needs, including immunization status, current medications, allergies, and life-threatening conditions.
 - (c) Advocate for their child's health and safety needs.
 - (d) Learn about healthy pregnancy and postpartum care, as appropriate, including breastfeeding support and treatment options for parental mental health or substance abuse, including parental depression.
 - (e) Create an Individual Care Plan (see IC-2), if needed.
 - (f) Ensure staff follow recommendations from the child's licensed or certified medical, mental health, dental and educational provider (IC-2(b)).

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FEP-7 Dental Screening

- (1) Contractors must ensure ECEAP providers work with families to ensure:
 - (a) Children are up-to-date and on schedule for age-appropriate preventive oral health care.
 - (b) 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 ensure ECEAP providers 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.

FEP-8 Medical Examinations

- (1) Contractors must ensure ECEAP providers work with families to ensure:
 - (a) Children are up-to-date and on schedule for age-appropriate preventive health care.
 - (b) Children who are not up to date with an age-appropriate well child exam receive one within 90 calendar days, counting children's first day attending class each school year as day one.
 - (c) 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 child's physical and mental health, growth, development, and nutritional status.
- (2) Contractors must ensure ECEAP providers verify and document in ELMS:
 - (a) date of a completed well child exam and
 - (b) any plan for follow up.

FEP-9 Family Confidentiality

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

FEP-10 Family Engagement

- (1) Contractors must ensure ECEAP providers 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, policy development and leadership activities.
- (2) Contractors must ensure ECEAP providers develop a written plan to encourage involvement from members of historically marginalized and oppressed 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.

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FEP-11 Family Engagement Content

- (1) Contractors must ensure ECEAP providers select and provide family engagement opportunities and plan activities based on enrolled families' expressed interests.

FEP-12 Resources and Referrals

- (1) Contractors must ensure ECEAP providers 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 ensure ECEAP providers:
 - (a) Inform parents of individualized community resources based on needs identified through conversations with families.
 - (b) Provide assistance in accessing community resources.
 - (c) Follow up with parents throughout the year to ensure the resources meet the family's individualized needs.
 - (d) Document referrals and follow up in ELMS.

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 ensure ECEAP providers provide adequate staff to comply with all 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
 - (f) Health/Nutrition Coordination Staff
 - (g) Infant and Early Childhood Mental Health Staff
 - (h) ELMS Administrator
 - (i) Transportation staff, if applicable
 - (j) Food Service staff, if providing food
 - (k) Custodial staff, if applicable
- (2) Roles may be combined to ensure adequate staff.
- (3) Contractors must maintain accurate job descriptions.

PDTR-2 ECEAP Staff Qualifications and Annual Learning Plans

- (1) Contractors must ensure ECEAP providers hire and employ staff who meet the qualifications for their position.
- (2) When ECEAP providers require additional qualifications, such as para-educator 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) ECEAP providers must ensure that all ECEAP site staff employment information and education qualifications for ECEAP lead teacher, assistant teacher, and family support staff are entered in the electronic workforce registry

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(MERIT) within 30 days of hire. Contractors must maintain accurate and up-to-date staff employment information in MERIT.

- (4) Contractors must ensure ECEAP providers 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 have a process in place that ensures that all staff have annual learning plans that focus on their professional development goals.

PDTR-3 ECEAP Director Role

- (1) The 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) The ECEAP lead teacher is directly responsible for the overall care and planning for the classroom and individual children, this includes 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 ECEAP provider needs a substitute lead teacher for more than four 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 in ECEAP, 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:

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- (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 people 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 ensure ECEAP providers 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 43.216.690](#).
 - (d) Complete training on preventing, identifying, and reporting child abuse and neglect.
- (4) Contractors must ensure ECEAP providers 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 [RCW 43.216.690](#)

PDTR-10 Required Training

- (1) Contractors must ensure all ECEAP staff are trained and oriented to 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 adult and pediatric first aid card within 90 days of hire.
 - (b) Maintain a current adult and pediatric cardiopulmonary resuscitation (CPR) card within 90 days of hire.
 - (c) Complete training on natural disasters and human-caused events, including emergency 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) Complete training for medical and dental 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.

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- (g) Complete training on recognizing and reporting suspected child abuse, neglect, and exploitation. Training must include the prevention of child abuse and neglect as defined in RCW [26.44.020](#) and mandatory reporting requirements under RCW [26.44.030](#).
- (h) Complete training on procedures for prevention and response to emergencies due to food and allergic reactions.
- (i) Complete training on prevention and control of infectious diseases including immunizations.
- (j) Complete training on child developmental domains and developmental milestones.
- (4) Contractors must ensure at least one adult is present with each group of children at all times who is trained in emergency procedures, universal precautions for prevention of transmission of blood borne pathogens, adult and pediatric first aid, and adult and pediatric CPR.
- (5) 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.
- (5) Staff administering medications must be trained in administration of medication consistent with standards on parent consent.
- (6) All staff must be oriented to physical premises, including active supervision of children, identification of and protection from potential hazards.
- (7) Staff involved in transportation of children must complete training in appropriate precautions in transporting children.
- (8) 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 online training to use GOLD® within six months of hire.
 - (i) Online professional development courses that meet in-person required training include:
 - (A) Introducing SmartTeach™ or Introducción a SmartTeach™ and
 - (B) Objectives for Development and Learning or Objetivos para desarrollo y aprendizaje
 - (b) Complete the inter-rater reliability certification:
 - (i) “GOLD® Preschool/PreK/Transitional Kindergarten Interrater Reliability Certification (or *Certificación de confiabilidad del evaluador de GOLD® Edades mixtas (niños de 0 a 5 años)*) if certifying in Spanish) in Quorum within six months of hire and every three years thereafter.
 - (c) Complete online curriculum training for ECEAP, if DCYF provided a free Creative Curriculum® or HighScope® curriculum kit, or Cloud bundle. Complete training for the alternative curriculum, if the contractor is approved for alternative curriculum implementation.
 - (i) Creative Curriculum online professional development courses that meet required training for lead teachers 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 calendar year, such as STARS or other job-related workshops, classes, or job-embedded professional learning, and cannot include required trainings in PDTR-10. Hours must be documented on an annual learning plan. For staff in licensed sites, 10 of the 20 hours must be in-service (STARS) hours.
 - (e) 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 complete a minimum of 15 hours of in-service professional development per calendar year, such as workshops, classes, or job-embedded professional learning, and cannot include required trainings in PDTR-10. Hours must be documented on an annual learning plan. For staff in licensed sites, 10 of the 15 hours must be in-service (STARS) hours.

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- (a) 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®.
 - (b) Complete a minimum of 20 hours of in-service professional development per calendar year, such as STARS or other job-related workshops, classes, or job-embedded professional learning, and cannot include required trainings in PDTR-10. Family support staff who are also lead or assistant teacher are required to complete a total of 20 hours of annual professional development. Hours must be documented on an annual learning plan.
 - (c) 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) Complete the coach onboarding orientation in Canvas within twelve months of hire.
 - (b) Complete the Coaching Basics webinar series by UW Cultivate Learning.
 - (c) Complete a DCYF determined online curriculum training, if DCYF provided a free Creative Curriculum® or HighScope® curriculum kit or Cloud bundle.
 - (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, when available.
- (6) Recruitment, eligibility and enrollment staff who verify ECEAP eligibility must:
 - (a) Complete a DCYF ECEAP Eligibility and Enrollment training prior to enrolling families, either in person or online, and maintain certificates of completion.
 - (b) 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 parents, to support the personal and professional development of ECEAP staff. The training plan must include:

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- (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 parents 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:

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- (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 credential from a DCYF approved 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 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 Impact 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 Coaching Basics webinar series by UW Cultivate Learning.
 - (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, including name and contact information of the new coach(es).

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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 and Qualifications

- (1) ECEAP health advocates demonstrate 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.
- (2) 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.
- (3) 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-21 Health Consultant Role and Qualifications

- (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.
- (2) 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-22 Nutrition Consultant Role and Qualifications

- (1) Contractors must ensure ECEAP providers have access to a nutrition consultant who:
 - (a) Consults on children's special dietary requirements including culturally relevant foods.
 - (b) Consults on nutrition education activities for children and their families.
- (2) 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-23 Infant and Early Childhood Mental Health Consultant Role and Qualifications

- (1) Contractors must ensure ECEAP providers have access to a mental health consultant to provide consultation services that build the capacity of adults in an infant or young child's life to strengthen and support the mental health and social and emotional development of children including:
 - (a) Observe and/or screen children regarding behavior, emotional needs, and mental health.
 - (b) Work collaboratively with parents to address child and family mental health.

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- (c) Consult with staff regarding classroom support and interventions for children.
- (d) Model and use culturally responsive and linguistically appropriate practices.
- (e) Refer children and families to local mental health services.
- (f) 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 behavioral and mental health needs.
- (2) 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 or mental health counselor associate, marriage and family therapist or marriage and family therapist associate, social worker or social worker associate, 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) ECEAP providers 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) Be safe, clean and in good repair while being appropriately challenging.
 - (c) Include individual storage space for each child's personal belongings.
 - (d) Be accessible at child's height so they can find, use, and return materials independently.
 - (e) Include soft elements for comfort and warmth, such as fabric, padding, and natural materials.
- (2) The materials and equipment must be inclusive and culturally responsive to:
 - (a) Support children's developmental levels.
 - (b) Be adaptive to 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) Be of sufficient quantity and quality to engage children and fulfill the curriculum.
 - (i) Be free from religious representations.
 - (j) Affirm and represent the daily life, family culture, and language of enrolled children, families, and staff (for example, in books, music, photos, dolls, toys, and household items).
 - (k) 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.

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ENV-3 Square Footage Outdoor

- (1) Outdoor play areas must have 75 square feet of space per child. (See IC-13 Square Footage Indoor)

ENV-4 Safe Facilities

- (1) Contractors must monitor the health and safety of their ECEAP providers' indoor and 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.
 - (e) Facilities must be free from harmful animals, insect pests, and poisonous plants.

ENV-5 Playground Safety

- (1) Contractors must ensure ECEAP providers 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 ensure ECEAP providers 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-6 Use of Media

- (1) The contractor must ensure ECEAP providers only use media for educational purposes or physical activity and never during meals.

ENV-7 Fire Safety

- (1) ECEAP providers 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-8 Meal and Snack Schedule

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

ENV-9 Daily Routine-Oral Health Care and Tooth brushing

- (1) The daily routine must include tooth brushing that:
 - (a) Meets the individual developmental needs of children.

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- (b) Preferably follows one meal or snack daily.

ENV-10 Menu Planning

- (1) Contractors must ensure ECEAP providers:
 - (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). Tribal programs may ensure provision of appropriate meals and dietary needs through their Tribal nutrition program.
 - (b) Incorporate cultural dietary preferences in menus.
 - (c) Supplement meal components, as necessary, to ensure appropriate meal pattern for the age group per USDA requirements.
- (2) ECEAP funds may be used for:
 - (a) meal and snack costs not covered by these programs (NSBLP, CACFP)
 - (b) substitutions for more nutrient dense food options, culturally appropriate foods, and
 - (c) accommodations for children with food allergies.

ENV-11 Food Service and Practices

- (1) ECEAP providers must ensure staff wash their hands before putting on food service gloves, before food preparation, after handling raw meat, after restroom use, and after touching any unclean item.
- (2) The daily routine must include meals or snacks with children and adults:
 - (a) sitting together,
 - (b) engaging in relaxed conversation,
 - (c) practicing meal skills, such as serving themselves and cooperating with others, and
 - (d) that meet the individual cultural and developmental needs of the children.

ENV-12 Food Sanitation-Meal Preparation

- (1) Contractors must ensure ECEAP providers:
 - (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-13 Contagious Disease Prevention-Handwashing

- (1) ECEAP providers 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 such as blowing nose or brushing teeth, 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-14 Family Notification

- (1) Contractors must ensure ECEAP providers maintain documentation that they notify families that children have been exposed to contagious disease and parasites in accordance with [WAC 110-300-0205](#).
- (2) If pesticides are used, contractors must ensure ECEAP providers maintain documentation that they notify enrolled families what pesticide will be applied and where it will be applied no less than forty-eight hours prior to application per [RCW 17.21](#).

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ENV-15 Immunizations

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

ENV-16 Medications

- (1) Contractors must ensure ECEAP providers have a written policy for the safe administration, handling, and storage of medication. ECEAP providers 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-17 Bathroom Space, Toileting and Diapering

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

ENV-18 Pets and Animals

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

ENV-19 First Aid Kit

- (1) Contractors must ensure ECEAP providers have a first aid kit in each classroom that is:
- (a) Tailored for the ages and number of children.
 - (b) Labeled, fully stocked and readily available to staff and volunteers.
- (2) ECEAP providers must monitor to ensure their first aid kits remain adequately stocked for the ages and number of children in care.
- (a) ECEAP providers must ensure that a first aid kit is readily accessible when children are outside and on field trips.

ENV-20 Safe Facilities-Drinking Water

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

ENV-21 Food Safety Inspection

- (1) Contractors must ensure ECEAP providers 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.

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 in a regular early childhood program. Lesson planning includes integrating all six areas of learning (social-emotional, physical, language, cognitive

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development, early literacy, mathematics), through developmentally appropriate, play-based experiences as part of the daily routine. This approach creates the foundation for a positive, well-rounded and engaging learning experience for young children. This area also includes the ECEAP requirements specific to inclusive environments, restraint, and no expulsion.

IC-1 Inclusive Environments

Contractors must:

- (1) Ensure their programs are inclusive by implementing strength-based practices when supporting all children and their families.
- (2) Ensure their environments facilitate a sense of belonging through:
 - (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.
- (3) Maintain and ensure a regular early childhood program environment that includes fifty percent or more children who do not have an IEP per [WAC 392-172A-01152](#).

IC-2 Individual Care Plan

- (1) Contractors must ensure ECEAP providers 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 ensure ECEAP providers 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) ECEAP provider's written plan and documentation for accommodations must be informed by any existing:
 - (a) Individual education plan (IEP) or Individual Family Service Plan (IFSP).
 - (b) Individual health plan (IHP); or
 - (c) 504 Plan
 - (d) Individual meal plan
 - (e) Child Focus Response Plan

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- (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 ensure ECEAP providers 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 that is not included on the [DCYF Aligned Curricula List](#).
- (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 ECEAP providers 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, early literacy, mathematics, physical, language, and cognitive development.
 - (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](#).
 - (g) How staff support children's active play, by participating in children's active games when appropriate.
 - (h) Curriculum that includes nutrition education activities including teaching healthy foods and portion sizes.

IC-5 Adult-Child Interactions

- (1) ECEAP 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 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 Developmentally Appropriate and Culturally Relevant

- (1) Contractors must ensure ECEAP providers use a developmentally appropriate 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 ECEAP providers implement culturally relevant practices that:
 - (a) Reflect the cultures of enrolled children including Tribal cultural preservation such as, John McCoy (Iulilaš) Since Time Immemorial: Tribal Sovereignty in Washington State.

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- (b) Support ongoing development of each child's home language acquisition.
 - (c) Support development of additional languages the child is learning.
 - (d) Support development of Tribal language for Native American and Alaskan Native children.
 - (e) Include and demonstrate respect for diverse family structures and cultures, including gender identity and expression and multi-generational families.
 - (f) Focus on the daily life of families in the community, rather than only on holidays, celebrations, or people far away.
- (3) ECEAP providers must not plan religious activities in the curriculum. This does not preclude children or families from sharing their traditions.

IC-7 Positive Climate

- (1) Contractors must ensure ECEAP providers' 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-8 Child Guidance

- (1) ECEAP providers must ensure staff 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) ECEAP providers must ensure staff 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-9 Child Guidance – Prohibited Practices

- (1) Contractors must ensure ECEAP providers 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.

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- (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-10 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 ECEAP providers' 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 all instances of restraint.
 - (e) Notify your CQI Specialist of any injuries to children or staff as a result of the restraint.
 - (f) Notify the parent of the restrained child following the intervention.
 - (g) Inform and collaborate with the ESIT Provider Agency or Lead Education Agency (LEA) to develop shared strategies if the child is on an IFSP or IEP.
 - (h) 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. (See IC-2)

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 a Child Focus Response Plan, consultation with an Infant and Early Childhood Mental Health Consultant and outlining temporary services through an Alternative Attendance Plan.

IC-11 No Expulsion

- (1) ECEAP providers may not expel ECEAP children.
- (2) 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-17).
- (3) Expulsion includes:
 - (a) suspension.
 - (i) This is defined as providing limited service for an indefinite length 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.
- (4) 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 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.

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- (5) 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. (see IC-17)

IC-12 Supervising Children

- (1) Contractors must ensure that ECEAP providers attend to and supervise children at all times.
- (2) ECEAP providers use active supervision to promote a safe environment and prevent injuries in young children.
- (3) Active supervision requires focused attention and intentional observation at all times. Staff use active supervision strategies to ensure:
 - (a) children of all ages explore their environments safely.
 - (b) positioning to supervise all areas accessible to children.
 - (c) children are prevented from leaving unsupervised.
 - (d) release of children only to authorized persons.

IC-13 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. (See ENV-3 Square Footage Outdoor)

IC-14 Staffing, Ratios and Group Size

- (1) Staff-child ratios and group size maximums must be determined by the age of the majority of children and the needs of children present. A contractor must ensure ECEAP providers determine the age of the majority of children in a class at the start of the year and may adjust this determination during the program year, if necessary. Where state or local licensing requirements are more stringent than the teacher-child ratios and group size specifications in this section, a program must meet the stricter requirements. ECEAP providers must maintain appropriate ratios during all hours of program operation, except:
 - (a) For brief absences of a teaching staff member when not required to be providing active supervision. This early learning staff member must remain in visual or auditory range, and be available and able to respond if needed; and,
 - (b) During nap time, one teaching staff member may be replaced by one staff member who does not meet the teaching qualifications required for the age.
- (2) During ECEAP hours, providers must have:
 - (c) A lead teacher present.
 - (a) A second staff person who meets lead teacher or assistant teacher qualifications, if more than ten children are present.
 - (b) Additional staff as necessary to ensure safety, active supervision and an effective learning environment for all enrolled children.
 - (c) A minimum 1:10 adult/child ratio.
 - (d) No more than 20 children per class/group indoors and outdoors.

IC-15 Daily Routine

- (1) Contractors must ensure ECEAP providers 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.

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- (2) The usual daily routine must include:
 - (a) An uninterrupted 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.
- (4) ECEAP contractors must follow program and daily schedule per [WAC 110-300-0360](#).

IC-16 Alternative Attendance Plan

Alternative Attendance Plans (AAP) are temporary, **time-limited** plans that ensure continued comprehensive services for a 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 **temporarily** unable or unavailable to attend the full ECEAP hours (see PAO-51) for reasons including but not limited to:
 - (a) receiving IEP services in an alternate setting (must have ECEAP hours of attendance per PAO-51),
 - (b) receiving support services,
 - (c) extended absence (not to exceed 30 days) 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) not disrupt the child's access to IEP services, if applicable.
 - (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) 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-17 Child Focus Response Plan

A Child Focus Response Plan is a specific plan to meet the individual behavioral needs of a child due to trauma, learning difficulties, or emotional and behavioral challenges.

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- (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 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 that 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

- (1) Contractors must:
 - (a) 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.
 - (b) Follow [WAC 110-300-0402](#) when renovating early learning playgrounds or program space.

PAO-2 Service Area Agreement

- (1) Contractors must make every reasonable effort to partner with neighboring ECEAP Contractors, Head Start/Early Head Start grantees, and Tribal Sovereign Nations collaborating and resource-sharing to provide the most timely and effective services for infants, toddlers and young children.
- (2) 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*.
- (3) 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) Plans to share and collaborate with service area partners about expansion plans and related applications.
 - (c) The process for referral of families between parties.
 - (d) Plans for ongoing communication.
 - (e) The process for problem resolution.
 - (f) 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, and planning joint staff and parent training opportunities.
- (4) If collaboration is not practical for any topics in (2)(a-f) of this standard, Service Area Agreements must state the reasons.

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- (5) 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.
- (6) Contractors who are also Head Start grantees may combine their Head Start Memorandum of Understanding (MOU) and ECEAP Service Area Agreements into one document, providing the requirements for both are met.
- (7) 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, Head Start/Early Head Start or Tribal Sovereign Nation program.

PAO-3 Waiver to ECEAP Standards

- (1) ECEAP contractors may request a waiver to ECEAP requirements 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 requirements 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 ensure all ECEAP providers implement strategies and practices for the security and confidentiality of all child and family information. This includes:
 - (a) Obtaining written, informed parent consent before releasing verbal or written information, except as required by law.
 - (b) Providing parents access to child and family records.

PAO-6 Child Abuse and Neglect Policy

- (1) Contractors must ensure all ECEAP providers follow health and safety policies and procedures on child abuse and neglect prevention, detection, and reporting in accordance with [RCW 26.44.030](#).

PAO-7 Family Notifications

- (1) Contractors must ensure that all ECEAP providers 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 ensure that all ECEAP providers provide written materials to families, such as a family/program handbook or calendar, to inform families of program opportunities, policies, and planned closure dates.
- (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.

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- (e) If the child's attendance does not resume after these efforts, consider the slot vacant and offer it to a family on the waiting list.
- (2) Contractors must ensure that all ECEAP providers have a policy for 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 45 days.
 - (e) Making efforts to re-engage families, if a child stops attending.
- (3) To support regular attendance of children experiencing homelessness, contractors must ensure ECEAP providers 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. See (IC-16)
- (4) Where ECEAP is provided by a school district, the transportation requirements of the [McKinney-Vento Education of Homeless Children and Youth Assistance Act](#) apply.
- (5) To support attendance of children with extenuating circumstances which impact their behavior, contractors must ensure ECEAP providers address the individual child's needs.

PAO-10 Confidential Record Securing and Disposal

- (1) Contractors must ensure all ECEAP providers implement strategies and practices for 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 ensure all ECEAP providers 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), if applicable.
 - (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 ensure all ECEAP providers obtain signed parent consent for:
 - (a) Administration of medication.
 - (b) Emergency medical treatment.
 - (c) Health and developmental screenings or assessments.

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- (2) Signed forms must be kept confidential and accessible.

PAO-13 Continuous Quality Improvement System

- (1) Contractors must implement a continuous quality improvement process to ensure compliance with all ECEAP requirements. This process must include monitoring, recordkeeping, and timely follow-up and applies to all ECEAP providers. 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.
 - (f) Contractors must maintain documentation of their scheduled monitoring of ECEAP sites, identification of any issues and follow-up.
- (2) Contractors must maintain documentation related to their internal continuous quality improvement systems including:
- (a) Data gathered during monitoring.
 - (b) Follow-up on out-of-compliance issues.

PAO-14 Program Monitoring

- (1) DCYF ECEAP will monitor each contractor's compliance with the ECEAP Contract and ECEAP Performance Standards regularly:
- (a) In person Continuous Quality Improvement visits as specified in the Contractor's Guide to Full ECEAP Visits
 - (b) Desktop monitoring of data in ELMS and GOLD® by Teaching Strategies
 - (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-15 Pesticide Notifications

- (1) ECEAP providers 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-16 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 ensure ECEAP providers:
- (a) Document the screening results in ELMS.
 - (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-17 Eligibility, Recruitment, Selection, Enrollment, and Attendance Documents

- (1) Contractors must ensure ECEAP providers maintain the following records for at least the current and previous school year:
- (a) Parent signatures verifying eligibility information is accurate.

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- (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.
- (2) Contractors should consult their ECEAP contract and follow their agency's record retention schedule for longer retention requirements.

PAO-18 Human Resources Documents

- (1) Contractors must ensure ECEAP providers 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 ensure ECEAP providers 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.
- (3) 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.) Contractors must ensure ECEAP providers 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-19 Health and Safety Documents

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

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PAO-20 Early Childhood Education Documents

- (1) Contractors must ensure ECEAP providers 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 (CO-2).
- (2) Contractors must ensure ECEAP providers retain for two years, documentation of family engagement opportunities including dates, topics, publicity and attendance, as applicable.

PAO-21 Child Records

- (1) Contractors must ensure ECEAP providers 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), or Individual Family Services Plan (IFSP) 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-22 Disaster Plan, Policies and Procedures

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

PAO-23 Transportation

- (1) Transportation is an optional ECEAP service.
- (2) Contractors must ensure ECEAP providers implement health and safety practices for transportation, if transportation is provided.
- (3) When ECEAP children are served by school district bus service, transportation is regulated by OSPI minimum standards.
- (4) If ECEAP providers transport children in non-school district vehicles, contractors must ensure ECEAP providers:
 - (a) Maintain and keep current, 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 [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 children experiencing homelessness 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:

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- (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 that ECEAP providers obtain:
 - (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.
- (7) 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-24 No Expulsion Policy

- (1) Contractors must ensure ECEAP providers 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-25 Child Guidance, Restraint and Isolation Policy

- (1) Contractors must ensure ECEAP providers have and follow a written child guidance policy which must include:
 - (a) Positive guidance approach and techniques.
 - (b) Supervision.
 - (c) Restraint policies.
- (2) Child 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) Child 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-26 Health and Safety Policies and Procedures

- (1) Contractors must ensure ECEAP providers have and follow written health and safety policies and procedures on:
 - (a) Child allergies.
 - (b) Exclusion of sick children.
 - (c) Handling the following emergencies:
 - (i) Medical.
 - (ii) Dental.
 - (iii) Poisoning.
 - (d) Contagious disease prevention.
 - (e) Medication management.

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- (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-27 Required Postings

- (1) Emergency telephone numbers posted near a telephone.
- (2) Emergency medical and disaster procedures for medical, dental, and poison treatment.
- (3) Child allergies and special dietary restrictions.
- (4) Menus.

PAO-28 Early Childhood Education Service Delivery

- (1) Contractors must ensure ECEAP providers implement 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 and 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, per year. [RCW 43.216.010\(16\)](#)
 - (iv) Programs may count up to 10 closure days toward the minimum 1000 hours for activities such as parent-teacher conferences that are planned and scheduled by ECEAP staff for the purpose of discussing children's educational needs or progress, screening days, family orientation, and events where families and children are engaged in educational activities under the direction of ECEAP staff.
 - (v) School Day classrooms that have closures that cause them to fall below 1000 hours must develop a plan, 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 2,000 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.
 - (iv) Working day classrooms that have closures that cause them to fall below 2,000 hours must develop a plan, to ensure they meet the minimum annual dosage requirements.
- (3) Working 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

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- (e) Staff professional development and wellness activities
- (f) If proposed activities result in a contractor being unable to meet the minimum annual dosage requirements, prior approval is required from DCYF.
- (4) At sites that offer wrap-around childcare 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-29 Comprehensive Services

- (1) Contractors must ensure ECEAP providers implement 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 differentiated 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-30 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.
 - (h) Health services coordination including health, mental health and nutrition services.

PAO-31 Family and Community Concerns and Complaints

An effective concern and complaints process supports 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.

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- (1) Contractors must ensure ECEAP providers 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. The content must be:
 - (a) Translated into the families' home language or provide interpreter support 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 the 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 and ECEAP providers must document complaints, including resolution of substantiated complaints.
- (5) If a resolution of a complaint cannot be reached, contractors must notify the DCYF ECEAP.
- (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.
- (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-32 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.
 - (k) Staff recruitment and selection
 - (l) Health, Mental Health and Nutrition services policy and 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 and Head Start/Early Head Start Parent Policy Councils providing there is ECEAP family representation.

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PAO-33 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 experiencing homelessness.
 - (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-34 ECEAP Self-Assessment

- (1) Contractors must include all ECEAP providers, 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.

PAO-35 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.

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PAO-36 Early Achievers Participation**(1) Contractors must:**

- (a) Ensure that all ECEAP sites actively participate in Early Achievers and comply with the Early Achievers Participant Operating Guidelines including:
 - (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 Coaching Basics webinar series by UW Cultivate Learning and document completion date on their training log.
- (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 Impact.
- (f) Ensure coaches support sites to develop a quality improvement plan and enter the information in Impact.
- (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) Federally Recognized Tribes who receive State funds, may participate in Early Achievers through an inter-local agreement between the Tribe and DCYF per [RCW 43.215.085](#). The Tribe may choose to use an alternative quality recognition and assessment process approved by DCYF.

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.

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- Work with neighboring ECEAP, Head Start, and Tribal Sovereign 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 all ECEAP enrollment 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 ensure ECEAP providers conduct ongoing recruitment throughout the year and maintain a viable waiting list in ELMS.
- (2) ECEAP providers must focus their recruitment efforts on locating age-eligible children:
 - (a) In state or tribal child welfare systems, 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](#).
- (3) Contractors must ensure ECEAP providers 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) according to DCYF.
 - (b) Qualified by a school district for special education services under RCW 28A.155.020. All children with a school district Individualized Education Program (IEP) meet this requirement.
 - (c) Experiencing homelessness 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 class C developmental services, the birth to three early childhood education and assistance program (B-3 ECEAP), or the early childhood intervention and prevention services program (ECLISPE)
 - (e) Is an Indian child, as defined by WAC 110-425-0030, 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. (See 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.
- (6) Children served by Transition to Kindergarten (TK) may not be simultaneously enrolled in ECEAP.

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PAO-39 Additional Children Allowed for Enrollment

- (1) A child is allowed to be enrolled in ECEAP as space is available when the child:
 - (a) Is at least three years old by August 31, is not age-eligible for kindergarten, and has a family income above 36% SMI but less than or equal to 50% SMI and is impacted by at least one other specific prioritization factor, or
 - (b) **Turns three years old after** August 31st of the school year but otherwise meets the definition of eligible child in PAO-38(1)(a-f).

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, family income and if applicable, SNAP/BASIC Food benefits.
 - (a) Contractors must perform necessary steps to identifying an Indian Child as newly defined in 2024 through consultation with tribes. If a tribe cannot identify a child as Indian, but there is reason to believe that child meets qualifications, under WAC 110-110-0010 DCYF ECEAP qualified personnel will make that determination.
 - (b) 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, 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.
- (3) 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. Contractors must also retain a statement signed by the ECEAP child's parent/guardian certifying that to the best of their knowledge, the information entered on the application is true and correct. These statements are available on the DCYF child applications.

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- (4) In the absence of other documents to verify authority to enroll and family size, contractors may accept a parent or guardian's signed statement.
- (5) 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.
- (6) 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 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 control of 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 a 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.

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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 benefits
 - (ix) Strike benefits.
 - (x) State or Tribal Temporary Assistance for Needy Families (TANF) grants.
 - (xi) Training stipends.
 - (xii) Tribal income, if taxable.
 - (xiii) Unemployment or Workers' Compensation.
 - (xiv) 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 SNAP or Basic Food, 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 benefits issued in a child's name.
 - (i) Stimulus payments due to natural disasters, pandemics, or state 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.

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- (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.
- (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) Children who enrolled and attended 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 months 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) 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) experiencing homelessness,
 - (iv) previously enrolled in Early ECEAP, EHS, ESIT, or ECLIPSE,
 - (v) an Indian child as defined by WAC 110-425-0030 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.

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- (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.
 - (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 ensure ECEAP providers:
 - (a) Begin all Working Day classes no later than the first business day in July of each state fiscal year.
 - (b) Begin all Part Day and School Day classes no later than September 30 of each state fiscal year.
 - (c) Fill each funded ECEAP slot within 45 calendar days. To establish 45 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.
 - (d) ECEAP slots must only be filled with children who are available for enrollment per PAO-51.
 - (d) Complete enrollment in ELMS prior to the child's start of class.
 - (e) Consider a slot full when a child attends class in person and their actual start date is entered in ELMS.
 - (f) Create an enrollment policy with processes for application completions and enrollment timelines. The policy must include how the program will:
 - (i) Complete all enrollment requirements in ELMS prior to the child attending class.
 - (ii) Plan for and implement accommodations for children with developmental delays or disabilities and/or individual care plans.
 - (iii) Ensure enrollment timelines in (1)(a) are met.
 - (g) Contact their CQI Specialist for support when they are unable to fill a vacant slot within the 45-day timeline or if timelines were not met and there are vacant slots with children on the waitlist.
- (2) Exceptions:

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- (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) ECEAP services must be free-of-charge to all enrolled families.
 - (a) If the contractor receives Working Connections Child Care or Tribal Child Care Development Fund 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) ECEAP providers may accept voluntary donations.
- (3) ECEAP providers 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) ECEAP providers are encouraged to invite parents to volunteer time but may not require it.
- (6) A contractor must ensure ECEAP providers 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 Inclusive Environments Policy

- (1) Contractors must ensure ECEAP providers have a written policy to support all children in inclusive environments. Policy must include:
 - (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 in a regular early childhood program.
 - (e) Plans to ensure classrooms are balanced, under [WAC 392-172A-01152](#) to maintain a regular early childhood program.

PAO-57 Contagious Disease Prevention Policy and Procedure

- (1) Contractors must ensure ECEAP providers:
 - (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.

2025-26 ECEAP PERFORMANCE STANDARDS

PAO-58 Curriculum – Nutrition and Physical Activity Policy

- (1) Contractors must ensure ECEAP providers 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-59 Documentation Requirements

- (1) Contractors must ensure ECEAP providers document compliance with ECEAP Performance Standards in ELMS and SmartTeach™ 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-60 Administrative Documents

- (1) 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 DCYF ECEAP.
 - (g) Fiscal management policies.
 - (h) Parent and community complaint resolution procedures.
 - (i) Parent Policy Council minutes.
 - (j) Documentation of family engagement opportunities including dates, topics, publicity, and attendance, as applicable.
 - (k) Personnel policies (attendance, conduct, pay, benefits, professional development, and performance evaluation).
 - (l) Program Self-Assessment.
 - (m) Travel policies, unless state travel regulations are followed (see ECEAP Contract).
 - (n) Diversity Equity and Inclusion Policy

PAO-61 Family Partnership Documents

- (1) Contractors must ensure ECEAP providers retain parent education topics and attendance for two years after their completion.
- (2) Contractors must ensure ECEAP providers maintain current family/program handbook or written communications, with translations as appropriate.

PAO-62 Family Records

- (1) Contractors must ensure ECEAP providers 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.

2025-26 ECEAP PERFORMANCE STANDARDS



Attachment 1 - Confidentiality and Non-Disclosure Agreement

STATEMENT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

The Department of Children, Youth, and Families

And

Northwest Educational Service Dist. 189

I. Recitals

- 1.1 Pursuant to Department of Children, Youth, and Families (the "DCYF") Contract Number 26-1058, attached hereto Northwest Educational Service Dist. 189 (the "Contractor") has agreed to provide comprehensive Early Childhood Education and Assistance Program (ECEAP) services through ECEAP, ECLIPSE, and Complex Needs Funding..
- 1.2 During the course of providing such services the Contractor and its employees, agents, and subcontractors will have access to confidential or personal information owned by the DCYF relating to DCYF Contract Number 26-1058 which may be protected from disclosure under the Public Records Act (chapter 42.56 RCW), the Freedom of Information Act (5 U.S.C. 522), or other state or federal statutes.

II. Definition of Confidential or Personal Information

- 2.1 "Confidential Information" or "Data" 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.
- 2.2 "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.

III. Terms of Agreement

- 3.1 As an employee, agent, or subcontractor of the Contractor I have access to information or data described and contained DCYF Contract Number 26-1058. This information may be confidential information or data, and I understand that I am responsible for maintaining this confidentiality. I understand that the information may only be used for the purposes of the work described in DCYF Contract Number 26-1058.
- 3.2 I understand that before I am allowed access to information and data that is described and/or contained in DCYF Contract Number 26-1058, I must sign and agree to the following:
 - (A) I have been informed and understand that information provided under DCYF Contract Number 26-1058 may be confidential information or data and may not be disclosed to unauthorized persons. I agree not to divulge, transfer, sell, or otherwise make known to unauthorized persons any information described or contained in DCYF Contract Number 26-1058.
 - (B) I also understand that I am not to access or use the information that is provided under DCYF Contract Number 26-1058 for my own personal information, but only to the extent necessary and for the purpose of performing my assigned duties as an employee of the Contractor under this Agreement. I understand that a breach of this confidentiality will be grounds for disciplinary action which may also include termination of my employment and other legal action.

(C) I agree to abide by all Federal and state laws and regulations regarding confidentiality and disclosure of the information in DCYF Contract Number 26-1058.

By signing this Agreement, the undersigned agree to this Agreement being effective as of the last signing date noted below.

Contractor Name:	Employee/Sub-Contractor/Agent Name:
_____	_____
Signature: _____	Signature: _____
Print Full Name: _____	Print Full Name: _____
Job Title: _____	Job Title: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
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Date: _____

(The number of signature lines can be deleted and copied to meet your needs).



Attachment 2 - Certification of Data Disposition

Date of Data Disposition _____

I. Data Disposition Requirements

Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of data or confidential information, data or confidential information required to be destroyed under DCYF Contract No. 26-1058 must be destroyed as follows:

- (A) For data or confidential information that is contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
- (B) For data or confidential information that is contained on magnetic tape(s), the Contractor shall destroy the data or confidential information by degaussing, incinerating, or crosscut shredding.
- (C) For data or confidential information that is contained on a server or workstation data hard drive or similar media, the data or confidential information shall be destroyed by either
 - (1) Physically destroying the disk(s); or
 - (2) Using a "wipe" utility which will overwrite the data or confidential information at least three times using either random or single character data, degaussing sufficiently to ensure that the data, or confidential information cannot be reconstructed.
- (D) For data or confidential information that is contained on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data or confidential information shall be destroyed by either:
 - (1) Physically destroying the disk(s); or
 - (2) Using a "wipe" utility which will overwrite the data or confidential information at least three times using either random or single character data, degaussing sufficiently to ensure that the data, or confidential information cannot be reconstructed.

II. Certification

- ___ All copies of any data sets related to DCYF Contract No. 26-1058 have been wiped from data storage systems.
- ___ All materials and non-wiped computer media containing any data sets related to DCYF Contract No. 26-1058 have been destroyed.
- ___ All paper copies of the information related to DCYF Contract No. 26-1058 have been destroyed on-site by cross cut shredding.
- ___ All copies of any data sets related to DCYF Contract No. 26-1058 that have not been disposed of in a manner described above, have been returned to the DCYF's Contract Manager listed in this Contract.

The Contractor hereby certifies by the signature below that the data disposition requirements as described in this Certification of Data Disposition and DCYF Contract No. 26-1058, have been complied with as indicated above.

Signature of Contract Manager: _____ Date: _____

Print Name: _____

Return original to DCYF Public Records at dcyf.publicrecords@dcyf.wa.gov