

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, and Exhibit F, ECLIPSE Service Delivery Requirements.
- i. "ECLIPSE" means Early Childhood Intervention Prevention Services and focuses on intervention and prevention services that are trauma-informed, healing-centered, and early learning center-based for families with children birth to five years of age; these services include therapeutic child, family, and classroom supports for eligible children enrolled in ECEAP services.

- j. "ELMS" means the Early Learning Management System, the database where Contractors enter program and child information.
- k. "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.
- l. "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.
- m. "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.
- n. "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](#).
- o. "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](#).
- p. "Limited English proficiency" (LEP) means a person's primary language is other than English and there is a limited ability to communicate in English.
- q. "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.
- r. "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.
- s. "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.
- t. "Non-traditional remote service" (NTRS) means service delivery other than in-person due to an emergency situation.
- u. "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.
- v. "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.
- w. "ECLIPSE" is funding that is layered on existing Working Day or School Day ECEAP slots.
- x. "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 <i>both</i> 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	DCYF ECEAP will support continuous improvement by: 1) Creating performance feedback loops to learn from monitoring this data point; and 2) Highlighting assessment practices for collective learning.

(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	Modified monitoring frequency: 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. Monitoring may increase (as warranted).
Continuous Improvement	DCYF ECEAP will support continuous improvement by: Creating performance feedback loops to learn from monitoring this data point.

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	Modified monitoring frequency: 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. Monitoring may increase (as warranted).
Continuous Improvement	DCYF ECEAP will support continuous improvement by: 1) Creating performance feedback loops to learn from monitoring this data point; and 2) Highlighting assessment practices for collective learning.

(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.
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Metric	Percent of ECEAP children meeting/exceeding WHES in 6 of 6 domains in Gold® by Teaching Strategies – Fall to Spring growth.
Target	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 <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 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.
Continuous Improvement	DCYF ECEAP will support continuous improvement by: 1) Creating performance feedback loops to learn from monitoring this data point; and 2) Highlighting assessment practices for collective learning.

4. EXPECTED ECEAP OUTCOMES

- a. 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.
- b. 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.
- c. 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.
- d. 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. EXPECTED ECLIPSE OUTCOMES

- a. ECLIPSE will provide mental health support to individual children and families. A multi-disciplinary team comprised of the child's family members, program staff, community members, mental health, and allied professionals will collaborate and develop Family Care Plans based on the strengths and therapeutic needs of the child and family.
- b. To implement tiered therapeutic intervention support models that provide specialized services to children enrolled in ECEAP programs. All ECEAP programming offers a comprehensive approach to supporting children and families through high quality early learning and development experiences, family support and engagement, and health coordination. ECLIPSE tiered therapeutic intervention support models will augment and individualize services with children and families enrolled in ECEAP.
- c. Tiered therapeutic intervention support models funded by ECLIPSE will further the tenants of inclusion, promotion, and prevention. Tiered therapeutic interventions will encourage relationships that support children and families in their continued development of strong attachments that foster resiliency, build on regulation capacity, and nurture healthy development across all developmental learning domains.

6. CONTRACTOR COMMUNICATION WITH DCYF

- a. 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.

7. INTERPRETATION AND TRANSLATION

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

8. 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.

9. ECEAP ELIGIBILITY AND ENROLLMENT

The Contractor must:

- a. Immediately inform DCYF of any suspicion that an employee improperly recorded a family's eligibility criteria or a family provided false information in order to enroll in ECEAP. Fraudulent eligibility practices may lead to suspension or termination of the ECEAP 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*.

10. 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.

11. 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.

12. 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.

13. 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.

14. DCYF ECEAP PART DAY, SCHOOL DAY, WORKING DAY, ECEAP MODELS AND ECLIPSE

- 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) {@ECEAPDaySlotsPart} Part Day
 - (a) XX Region 1
 - (b) XX Region 2
 - (c) XX Region 3
 - (d) XX Region 4
 - (e) XX Region 5
 - (f) XX Region 6
 - (g) XX Region Spokane
 - (2) {@ECEAPDaySlotsFull} School Day
 - (a) XX Region 1
 - (b) XX Region 2
 - (c) XX Region 3
 - (d) XX Region 4
 - (e) XX Region 5
 - (f) XX Region 6
 - (g) XX Region Spokane
 - (3) {@ECEAPDaySlotsExtended} Working Day
 - (a) XX Region 1
 - (b) XX Region 2
 - (c) XX Region 3
 - (d) XX Region 4
 - (e) XX Region 5
 - (f) XX Region 6
 - (g) XX Region Spokane
 - (4) {@ECEAPDaySlotsECLIPSE} ECLIPSE Tiered Support Services
 - (a) XX Region 1
 - (b) XX Region 2
 - (c) XX Region 3
 - (d) XX Region 4
 - (e) XX Region 5
 - (f) XX Region 6
 - (g) XX Region Spokane
- 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.
- d. **ECLIPSE Dual Enrollment:** ECLIPSE funding is layered on top of ECEAP School or Work Day slots so that:
 - (1) ECEAP's high quality early learning model can be paired with ECLIPSE funding to provide mental health supports and services to children and families enrolled in ECEAP.
 - (2) ECLIPSE tiered therapeutic interventions and supports will be provided within the context of the ECEAP foundation of comprehensive, strength-based, responsive, and high-quality services for families.

- (3) Tiering one type of funding on top of other early learning funding may be allowable upon approval from the state office. ECEAP and ECLIPSE funds can be combined to meet the therapeutic needs of ECEAP children and families, providing efficient braided funding.

15. 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.

16. ECLIPSE FUNDING

- a. The Contractor shall offer therapeutic infant and early childhood mental health services to young children and their families who are experiencing a complex set of needs.
- b. ECLIPSE funding must be identifiable and clearly tracked throughout fiscal records.
- c. Services provided through ECLIPSE funding must follow the guidance and requirements described in Exhibit F, ECLIPSE Minimum Service Delivery Requirements.
- d. The Contractor may use ECLIPSE funding for purposes such as, but not limited to:
 - (1) Employing staff to support ECLIPSE service implementation.
 - (2) Selecting and adopting a facility wide promotion and prevention framework to use in conjunction with an intervention and treatment model.
 - (3) Planning and implementation of model practices, including data collection to track ECLIPSE services and child and family outcomes in ELMS, when available, as identified in collaboration with DCYF.
 - (4) ECLIPSE administration including planning and coordination; accounting and auditing; purchasing, materials and adaptive equipment, personnel and payroll functions; and equipment, training, travel and facility costs related to these purposes. Administrative costs must not exceed 15 percent of the amount of this Contract, including Subcontractors' administrative costs, if any.
 - (5) ECLIPSE services such as, but not limited to, social emotional screening and assessment, mental health services for children and parents, if applicable, enhanced classroom support to modify child to teacher ratio, child transportation, family supports, and program involvement. This includes salaries and benefits for direct service personnel, goods and services, equipment, facilities, support for child transportation, training, travel, and other costs related to direct ECLIPSE service delivery.
 - (6) Providing training, professional development, and capacity building for staff regarding implementation of intervention model(s) that support ECLIPSE services.
 - (7) Procuring materials and equipment necessary for implementation of interventions that support children and families receiving ECLIPSE services.
 - (8) Identifying structures within the Contractor program, or subcontractors outside of the Contractor, to provide infant and early childhood mental health services to individual children and families. Licensed mental health professionals with Infant Early Childhood expertise must provide and oversee staff that provide culturally affirming, responsive, developmentally and age-appropriate interventions with children and families receiving ECLIPSE services.
 - (9) Transportation, transportation supports, and related services to ensure consistent access to ECLIPSE services.

17. 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.

18. USE OF FUNDS

- a. A budget reference document with an itemized budget is attached to this contract.
- b. For each slot, the Contractor bills a specific base rate monthly for operational costs.
- c. The Contractor must maintain a financial management system with written policies and procedures ensuring strong internal controls.
- d. 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 or ECLIPSE 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 or ECLIPSE 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.

19. 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, and/or Exhibit F, ECLIPSE Minimum Service Delivery Requirements.

20. 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.

21. INVENTORY

- a. The Contractor must maintain inventory policies and procedures. These must include procedures for:
 - (1) Documenting and reporting lost or stolen equipment.
 - (2) Completing an inventory audit at least every two years.
- b. The Contractor must maintain an inventory list and supporting records for equipment purchased in whole or in part with ECEAP funds, including:
 - (1) All assets with a unit cost (including ancillary costs) of \$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.

22. 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.