

2011-12 Sample ECEAP Contract**CLIENT SERVICE CONTRACT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF EARLY LEARNING
AND
CONTRACTOR**

THIS CONTRACT, pursuant to Chapter 39.29 RCW, is made and entered into by and between the State of Washington, acting by and through the Department of Early Learning, a department of Washington State government (hereinafter referred to as "DEL") located at PO Box 40970, Olympia WA 98504-0970 and Contractor, (hereinafter referred to as "Contractor"), located at Contractor Address.

IT IS THE PURPOSE OF THIS CONTRACT To provide comprehensive Early Childhood Education and Assistance Program (ECEAP) services for XX ECEAP slots.

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

1.1 The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract. Contractor and Contract Manager information for this Contract is as follows:

CONTRACTOR BUSINESS ADDRESS

Contractor Name
Contractor Street
City, State, Zip
TIN: xx-xxxxxxx
UBI: xxx-xxx-xxx

CONTRACTOR CONTRACT MANAGER

Contractor Contact Name
ECEAP Director
email@email.org
Phone: (xxx) xxx-xxxx

DEL ADDRESS

Department of Early Learning
PO Box 40970
Olympia WA 98504-0970

DEL PROGRAM CONTRACT MANAGER

Name
Contract Manager/ECEAP Specialist
email@del.wa.gov
Phone: (360) 725-xxxx

1.2 Each party shall notify the other party in writing within ten days of any changes of the name and contact information regarding either party's designated Contract Manager.

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
- Exhibit C - GENERAL TERMS AND CONDITIONS
- Exhibit D 2010_ECEAP_PERFORMANCE_STANDARDS[1]

The parties agree that the exhibits and attachments listed in this paragraph shall be enforceable against the parties and are a part of this Contract.

3. STATEMENT OF WORK

The parties agree that the Contractor shall perform the activities and obligations as set forth and described in Exhibit A, STATEMENT OF WORK, attached hereto and incorporated herein as though set forth in full. 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, STATEMENT OF WORK. The Contractor agrees to provide the services, products and activities at the costs set forth in this Contract.

4. PERIOD OF PERFORMANCE

Subject to OFM approval requirements and the requirements of this Contract, the period of performance of this Contract shall commence on July 1, 2011 or upon approval by OFM, whichever is later, and be completed on or before July 10, 2012, unless terminated sooner as provided herein.

5. COMPENSATION

The parties have determined that the cost of accomplishing the work herein shall not exceed \$1,253,070.00. Any additional authorized expenditures, for which reimbursement is sought, must be submitted as written documentation to the DEL Contract Manager for pre-approval by the DEL Director or the Director's delegate as described in this Contract, and established by a written Contract Amendment. Exhibit B, BUDGET, attached and incorporated herein as though set forth in full 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, DEL will have 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, STATEMENT OF WORK, and is contingent upon acceptance of relevant work products and approval of vouchers by DEL as described in this Contract.

6. BILLING PROCEDURE

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

The Department of Early Learning
Attn: Financial Office
P.O. Box 40970
Olympia, WA 98504-0970

Or email a scan of an original, signed A-19 voucher directly to the DEL Financial Office at del.fiscal@del.wa.gov.

6.2 Payment to the Contractor for approved and completed work shall be made by warrant or Electronic Funds Transfer by DEL 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. No payments in advance or in anticipation of goods or services to be provided under this Contract shall be made by the DEL.

6.3 Each voucher must clearly reference the DEL Contract Number and the Contractor's Statewide Vendor (SWV) Registration number assigned by the Office of Financial Management (OFM).

6.4 Properly completed vouchers and attachments completed by the Contractor must contain the information described in Exhibit A, STATEMENT OF WORK under section titled "Voucher Verification".

6.5 DEL may, in its sole discretion, withhold or reduce payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any terms or conditions of this Contract.

6.6 For Statewide Vendor 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 Vendor Payment System, <http://www.ofm.wa.gov/isd/vendors.asp>, prior to submitting a request for payment under this Contract. No payment shall be made until the Statewide Vendor Registration is complete.

6.7 Upon the expiration of this Contract, any claim or payment not already made shall be submitted to DEL no later than sixty (60) days following the expiration date of this Contract. 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 Paragraph 2, is executed by the persons signing below who warrant they have read and understand this Contract and the exhibits and attachments. The persons signing below further represent that they have the authority to execute this Contract.

SIGNATURE: PRINTED NAME AND TITLE: DATE SIGNED:

CONTRACTOR: _____

DEL: _____ Debby Carr
DEL Contract Administrator

Exhibit A: Statement of Work

1. INTRODUCTION

Established by the Legislature in 1985, the Early Childhood Education and Assistance Program (ECEAP) is a comprehensive school readiness program serving low-income children and their families in Washington State. Because many factors affect a child's development and success in school and life, ECEAP provides preschool education, health and nutrition services, family support and parent involvement.

The Revised Code of Washington (RCW) 43.215.410 charges DEL with administration of ECEAP. DEL operates ECEAP through contractors who design programs to fit their community needs, in compliance with the current ECEAP Performance Standards. ECEAP contracts are renewable for contractors in good standing, based on available funding.

2. DEFINITIONS

"Contractor" means an organization providing ECEAP services under a signed contract with DEL.

"DEL" means the Department of Early Learning of the State of Washington; any division, section, office, unit or other entity of DEL; or any of the officers or other officials lawfully representing DEL.

"EMS" means the ECEAP Management System, the database where contractors enter program and child information.

"Subcontractor" means one who is not employed by the Contractor, but who, in accordance with a separate contract (including but not limited to interagency agreements) with the Subcontractor, is performing all or part of any ECEAP services under this Contract. The terms "Subcontractor" and "Subcontractors" means subcontractors in any tier. Staff employment contracts are not considered "subcontracts."

3. CONTRACTOR RESPONSIBILITIES

The Contractor will provide services and staff and otherwise do all things necessary or incidental to implement ECEAP services in accordance with this Contract, including Exhibit D: ECEAP Performance Standards.

The Contractor must:

- a. Begin all preschool classes no later than September 30 of each fiscal year.
 - Exception: ECEAP classes that share classrooms with Migrant/Seasonal Head Start may begin when the room is available in October.
- b. Maintain full enrollment of funded slots. In accordance with ECEAP Performance Standard B-16, fill 100% of funded ECEAP slots by 30 calendar days after children's classes begin, then fill vacancies within 30 calendar days. Exception: All slots in migrant/seasonal classrooms with late ECEAP start dates must be filled by October 30.
 - Regardless of start date, enter children's names, birthdates, their site and class codes, and class start date in EMS by October 15 for all funded slots.
 - Enter any remaining child data in EMS by November 15 for all funded slots.
 - A child must attend preschool to count as part of 100% enrollment. Vacancies caused by children who never attended must be filled within 30 calendar days of the first day the class met.
 - DEL reserves the right to reclaim slots and funds, or reallocate slots to other Contractors, if the Contractor cannot maintain full enrollment or is recruiting within the service area of a neighboring ECEAP or Head Start program. Before reducing slots, DEL will work with the Contractor to develop strategies for full enrollment and discuss deadlines.

- c. Obtain written or e-mail approval from the DEL Contract Manager (assigned ECEAP Specialist) before:
- Exceeding the contractor's allowance of enrolled children from families with income above 110% of federal poverty level. See the current allowances at www.del.wa.gov/eceap.
 - Changing class start dates.
 - Changing a classroom location.
 - Changing the number of slots assigned to a site.
 - Changing a service area boundary.
 - Adding a Subcontractor who provides ECEAP education, family support or health coordination services.
 - Using ECEAP funds as match ("non-federal share") dollars for any federal program.
 - Purchases with unit costs of \$5,000 or greater, including ancillary costs, paid fully or in part with ECEAP funds.
 - Selling or disposing of equipment purchased with ECEAP funds from the Contractor's Inventory List.
 - Changing Contractor's legal status, ECEAP Director or organizational structure related to ECEAP.
- d. Complete written service area agreements with neighboring Head Start and ECEAP programs. Update, sign, and date these annually by May 15. 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 they meet the requirements for both. Agreements must include:
- Enrollment and service area boundaries for each party to the agreement.
 - A plan to cooperatively assess community needs and strengths.
 - Process to refer families between parties.
 - Plans to coordinate work with community partners, including Health Advisory Committees, when possible.
 - Plans for joint staff and parent training opportunities, when possible.
 - Commitment to communication and problem resolution.
- If no agreement can be reached, the contractor must send a description of their efforts and their understanding of service area boundaries to their DEL Contract Manager (assigned ECEAP Specialist) by May 15.
- e. Enter and maintain accurate data in EMS, including information about sites, subcontractors, ECEAP children and families and program activities.
- The Program Information Form (PIF) section of EMS must accurately reflect the number of ECEAP slots assigned to each class, at all times during the program year.
 - Contractors must update the PIF to reflect slots held for non-ECEAP children whenever there is a permanent increase or decrease in the number of non-ECEAP slots assigned to a class.
- f. Send a representative to DEL ECEAP Directors' Meetings, including in-person and remote meetings. The requirement to attend in-person meetings may be waived if DEL is unable to reimburse travel costs.
- g. Participate in monthly calls, September through June, with the DEL Contract Manager (assigned ECEAP Specialist) to exchange information about Contract performance and upcoming deliverables, meetings and training.
- h. Participate in ECEAP outcomes reporting including child assessment results, staff qualifications, and other child and family information. In the 2011-12 school year, contractors may voluntarily use the Washington Inventory of Developing Skills (WaKIDS) child assessment tool which will be announced in July 2011.
- i. Include the DEL logo, provided by DEL, on ECEAP publications intended for an audience outside of the Contractor's ECEAP program, such as marketing materials and annual reports. The full-color or black-and-white DEL logo must appear in its entirety without modification.

- j. Align early childhood education services provided under this Contract with the Washington State Early Learning and Development Benchmarks, at www.del.wa.gov/publications/development/docs/BenchmarksColor.pdf.
- k. Maintain the following obligations beyond the Contract expiration date, or any extension thereof:
 - Exhibit A, Section 7 - Protection of Personal Information
 - Exhibit A, Section 8 - Records Maintenance
 - Exhibit A, Section 9 - Copyright
 - Exhibit A, Section 13 - Inventory
 - Exhibit A, Section 14 - Treatment of Assets
 - Exhibit C, Section 4 - Attorney's Fees
 - Exhibit C, Section 6 - Confidentiality of DEL Information
 - Exhibit C, Section 15 - Governing Law
 - Exhibit C, Section 16 - Indemnification
 - Exhibit D, ECEAP Performance Standards, Section G

4. CHILD SAFETY

Children's health, safety and well-being 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 as required of mandated reporters in RCW 26.44.030 (1)(a) and (1)(b). In addition, when the Contractor or any employee of the Contractor has reasonable cause to believe that a child has suffered abuse or neglect at the hands of any person, the Contractor or employee must immediately report such incident to Child Protective Services (CPS) Intake at 1-866-ENDHARM. This obligation 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.

The Contractor must ensure that managers, board members, employees and volunteers of the ECEAP program who will or may have contact with ECEAP children complete training on child abuse and neglect, including reporting procedures, within two (2) weeks of initial association with ECEAP and annually thereafter. Training may consist of viewing the DSHS video "Making a CPS Referral: A Guide for Mandated Reporters" available at www.dshs.wa.gov/video/ca/mandatedReporting.aspx. The contractor must retain a statement signed annually by each person after this training. The statement must acknowledge their completion of training and duty to report child abuse and neglect.

5. DELIVERABLES

The Contractor must submit the following deliverables by the dates indicated, using one of the following methods:

- a. Enter EMS items into the ECEAP Management System.
- b. Unless otherwise noted, send all items to:
 - eceap@del.wa.gov, or del.fiscal@del.wa.gov
 - DEL ECEAP, PO Box 40970, Olympia WA 98504-0970

Due Date	Deliverable
Upon hire of new staff	Send DEL a completed <i>Staff Qualifications Form</i> for each newly hired lead teacher, assistant teacher, family support specialist and family support aide. Forms are available at www.del.wa.gov/eceap .
Upon renewal of insurance	Send a <i>Certificate of Coverage</i> upon renewal of insurance to DEL, Financial Services Office, PO Box 40970, Olympia WA 98504-0970. Contractors who self-insure need not send letters of self-insurance each year. New Contractors must send insurance verification within 15 days of the Contract start date. See this Exhibit A, Section 16: Insurance.
Two weeks before class start date	Send a <i>Site Approval Form</i> for each new or relocated classroom. The form is available at www.del.wa.gov/eceap .

Due Date	Deliverable
15th of each month, August through June	Enter the Monthly Report in EMS for the previous month. There must be a Monthly Report for every month you bill, including summer months. This must be received by DEL before your voucher can be paid. The form is available at www.del.wa.gov/eceap .
15th of each month, August through June	Send an <i>A-19 Invoice Voucher</i> provided by DEL, to arrive at DEL by the 15 th of the month.
September 15	Update the <i>Subcontractor Information and Program Information Forms (PIF)</i> in EMS.
September 15	Send your Staff Contact information with additions, deletions and corrections. DEL will provide a copy of your last year's list to correct.
October 15 (Optional)	E-mail a request to use ECEAP funds as federal match, if applicable. Include the amount of ECEAP funds the Contractor wants to use for the current state fiscal year (June 30 to July 1) and the title of the federal program for which this match would apply.
October 15 of each school year and within five business days of each occurrence after October 15.	Update <i>Child Enrollment Forms (CEF)</i> in EMS, regardless of start dates: <ul style="list-style-type: none"> • For all enrolled children enter, at minimum, child names, birthdates, site codes, class codes, and class start dates. • For children who were approved for enrollment, but never attended, check "Child never attended class" in the "Placement" section. • For children who started then stopped attending, enter "last day attended" dates in the "Placement" section.
October 30	Submit a signed <i>Release of e-DECA Data</i> to allow Devereux to send e-DECA results to DEL. The form is available at www.del.wa.gov/eceap .
15th of each month, November through June	Fully complete all Child Enrollment Forms (CEFs) in the EMS for children who have been enrolled five days or longer. Ensure that there are no errors listed in the CEF report: Error/Incomplete Record > General. Update Contractor Information, Subcontractor Information and Program Information Forms (PIFs) if there are changes.
December 31	Submit any completed <i>Staff Qualifications Forms</i> requested by DEL this fall.
February 1 (Optional)	If the Contractor wishes to obtain names and addresses of age-eligible DSHS clients for recruitment and enrollment efforts: <ul style="list-style-type: none"> • Sign the related datashare agreement with DEL by December 31. • Send the Request for Confidential Client Contact Information form, available at www.del.wa.gov/eceap. • Submit signed Notice and Agreement Regarding Access to Confidential Personal Information form for any person who will or may have access to this information. The form is available at www.del.wa.gov/eceap.
March 15 of odd-numbered years	Send the <i>Funding Renewal Application</i> . The form is available at www.del.wa.gov/eceap .
May 15	Send updated and signed Service Area Agreements. See this Exhibit A, Section 3d. Contractors who are Head Start grantees can request an alternate due date between September and June to coordinate with their Head Start MOU requirement.
June 15	Send the <i>Self-Assessment</i> . The form is available at www.del.wa.gov/eceap .

Due Date	Deliverable
June 15	Send the <i>ECEAP Outcomes Report</i> using the form provided by DEL.
June 15	Send the <i>ECEAP Contractor Financial Disclosure Certification</i> . The form is available at www.del.wa.gov/eceap .
June 15	Send an update for all staff on a professional development plan. The forms are available at www.del.wa.gov/eceap .
June 30	Last day of possible services to children and families under this contract
July 10	Send the <i>EMS Monthly Report</i> for June.
July 10	Send the final <i>A-19 Invoice Voucher</i> for June.

6. SUBCONTRACTING

In accordance with this Exhibit A, Section 3c, the Contractor shall obtain written or e-mail approval from DEL before entering into any subcontracts for ECEAP education, family support or health coordination services. These subcontracts must be in writing, in effect before Subcontractor services begin, and include:

- a. Number of slots for ECEAP children.
- b. Funds per slot.
- c. Detailed division of responsibilities between the Subcontractor and Contractor.
- d. Requirement that the Subcontractor comply with all parts of this Contract related to services they are providing, including Exhibit D – ECEAP Performance Standards.
- e. Requirement for written proof of adequate insurance coverage for the activities performed within the subcontract.
- f. A list of deliverables the Subcontractor must submit to the Contractor, with due dates.
- g. A description of how the Contractor will monitor the Subcontractor for compliance with all program requirements, including the ECEAP Performance Standards.

The existence of a subcontract shall not release or reduce the liability of the Contractor to DEL for any breach in the performance of the Contractor's duties. The Contractor is responsible to DEL for the performance of the Subcontractor and must monitor the Subcontractor to ensure compliance with the terms and conditions of this Contract, including Exhibit D – ECEAP Performance Standards. The Contractor is responsible for ensuring that all applicable terms and conditions set forth in this Contract are carried forward to any Subcontracts. Contractors must not subcontract ECEAP in an unlicensed child care center or a child care center that is not in good standing with DEL child care licensing. DEL may revoke a Contractor's authority to subcontract, based on Subcontractor performance.

Staff employment contracts are not considered "subcontracts" for the purposes of this clause.

7. PROTECTION OF PERSONAL INFORMATION

The Contractor shall protect all Personal Information collected, used, or acquired in connection with this Contract against loss and against unauthorized use, release, disclosure, publishing, modification, transfer or sale. The written policy required in ECEAP Performance Standard A-13 must be consistent with this Exhibit A, Section 7: Protection of Personal Information.

“Personal Information” means information identifiable to any natural person, including person’s name, health, medical or mental health treatment, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers or other identifying numbers, drivers license numbers or any financial identifiers.

To safeguard the confidentiality of all Personal Information, the Contractor must:

- a. Ensure that the Contractors’ directors, officers, employees, and agents (collectively “Staff”) and Subcontractors use Personal Information solely for the purposes of this Contract.
- b. Limit access to Personal Information to Staff and Subcontractors requiring this information for performance of their assigned duties.
- c. Notify Staff and Subcontractors, in accordance with this Exhibit A, Section 6 above, of the requirements of this Section 7.
- d. Ensure Personal Information is not used, released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the written consent of the individual named, or if the named individual is a child, the written consent of their parent or guardian, or as provided by law.
- e. Ensure that Personal Information is protected from loss and from unauthorized physical or electronic access.
- f. When Personal Information is stored on computers, require individual user IDs and passwords.
- g. Destroy all Personal Information so that it cannot be accessed by unauthorized individuals and cannot be recovered, when the Personal Information is no longer used for ECEAP services under this Contract and retention is no longer required by this Contract, including this Exhibit A, Section 8 and Exhibit D: ECEAP Performance Standards, Section G. Disks containing Confidential DSHS Client Data must be destroyed by incineration, shredding or completely defacing the readable surface with a course abrasive.
- h. Immediately notify DEL of any potential, suspected, attempted, or actual violations of this Section 7, including but not limited to breaches of security, compromised data, or compromised login IDs or passwords, by contacting your DEL Contract Manager (ECEAP Specialist) and DEL’s Help Desk at (360) 725-4422 or help.desk@del.wa.gov.

In addition to its rights under this Exhibit A, Section 10, DEL specifically reserves the right to monitor the Contractor’s compliance with this Section 7. When there has been or may have been a violation of this Section 7, DEL may, at its discretion, conduct an investigation. To assist in the investigation, the Contractor must obtain and safeguard all evidence relating to the actual or suspected violation.

Any breach of this Section 7 may, at DEL’s discretion and in addition to all other rights and remedies available to DEL, result in: (1) termination of the Contract, (2) a requirement that the Contractor return to DEL all Personal Information provided to the Contractor by the State of Washington or (3) a requirement that the Contractor destroy all Personal Information so it cannot be accessed by unauthorized individuals and cannot be recovered.

THIS PARAGRAPH IS ONLY ADDED FOR NON-GOVERNMENTAL CONTRACTORS

The Contractor agrees to indemnify, defend, and hold harmless the State of Washington, and its agencies, officers, employees and agents from and against all claims for damages, including but not limited to attorneys fees and costs, arising out of or resulting from the Contractor’s breach of this Section 7.

8. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence reasonably relating to this Contract and performance of ECEAP services, including but not limited to (1) accounting records which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, and (2) all records described in Exhibit D: ECEAP Performance Standards, Section G (collectively “Records”).

Unless a shorter retention period is specified in Exhibit D: ECEAP Performance Standards, Section G, the Contractor shall retain such Records for a period of six years following the date of final payment. At no additional cost, these Records shall be subject at all reasonable times to inspection by DEL, personnel authorized by DEL, the Office of the State Auditor and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the retention period, the Records shall be retained until all litigation, claims or audit findings involving the Records have been finally resolved.

9. Copyright

Data and other copyrightable materials that result from this Contract shall be owned by the Contractor. The Contractor grants DEL a royalty-free, perpetual, irrevocable, worldwide license (with rights to sublicense to others) in such materials to translate, reproduce, distribute, prepare derivative works, publish or otherwise use such materials. The Contractor warrants and represents that Contractor has all rights and permissions, including but not limited to intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to DEL. The Contractor shall provide DEL with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any materials delivered under this Contract.

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 sound reproductions.

10. MONITORING

DEL has the right to monitor and evaluate performance, compliance and quality assurance under this Contract. The Contractor shall provide access to its facilities to DEL, any of DEL's officers, 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 or quality assurance under this Contract. Monitoring activities may include, but are not limited to:

- Review of child, family, enrollment, program activity and any other information submitted through EMS.
- Review of deliverables listed in this Exhibit A, Section 5.
- Intensive on-site program reviews to monitor Contract compliance, scheduled in advance with the Contractor.
- Site visits to review records, observe implementation of services or follow up on compliance issues. These visits may be unannounced.

If requested by DEL, the Contractor must submit and implement an action plan to remedy out-of-compliance issues found during DEL monitoring processes. DEL staff may provide training and technical assistance, as time and funding allow.

11. PAYMENT

The Contractor's compensation for services rendered will be in accordance with and will not exceed the payment points in Exhibit B. These are based on the ECEAP activities for each month, including program planning and administration; recruitment and enrollment; staff hiring or training; health coordination, safety and nutrition; early childhood education; and family partnerships and support services.

DEL will pay the Contractor upon (1) acceptance of services provided, (2) receipt of all deliverables due according to the schedule in this Exhibit A, Section 5 – Deliverables, including the EMS Monthly Report and (3) receipt of a properly completed A-19.

12. USE OF FUNDS

The Contractor must maintain a financial management system with written policies and procedures ensuring strong internal controls. When expending ECEAP funds for items, personnel or services used by other programs or individuals, ECEAP funds must only be spent for the share used solely for ECEAP services. The Contractor must use a written Cost Allocation Plan to fairly apportion costs with other funding sources.

The Contractor may use ECEAP funds for the following costs:

- a. ECEAP administration including planning and coordination; accounting and auditing; purchasing, personnel and payroll functions; and equipment, training, travel and facility costs related to these purposes. Administrative costs must not exceed 15 percent of the amount of this Contract, including Subcontractors' administrative costs, if any.
- b. ECEAP services including preschool education, health services coordination, nutrition, family support and parent involvement. This includes salaries and benefits for direct service personnel, goods and services, equipment, facilities, training, travel, and other costs related to direct ECEAP services.

ECEAP funds may be used as dollars of last resort for direct medical, dental, nutrition and mental health services for ECEAP children, if alternate sources of assistance are not available.

Travel expenses allowed in this Exhibit A, Sections 12(a) and 12(b) above may include airfare (economy or coach class only), other transportation expenses, lodging and subsistence necessary during periods of required travel. The Contractor shall not expend ECEAP funds for travel expenses at rates greater than the current Washington State travel reimbursement rates.

The Contractor must obtain written approval from DEL before purchases with unit costs of \$5,000 or greater, including ancillary costs, paid fully or in part with ECEAP funds. Request this approval on the *ECEAP Purchase Request Form* available at www.del.wa.gov/eceap.

The Contractor may ***not*** use ECEAP funds for the following:

- a. Costs that are not directly related to ECEAP.
- b. Costs that exceed the Contract amount.
- c. Supplanting federally-supported Head Start programs, which is prohibited by RCW 43.215.415.
- d. Work charged to or paid by any other contract or funding source.

Contractors must not bill any Washington State child care subsidy programs, including but not limited to Working Connections Child Care (WCCC), for an ECEAP child for ECEAP classroom hours. Exception: If a child is enrolled in full-day, full-year child care in a blended ECEAP/licensed child care program that operates in compliance with the current ECEAP Performance Standards during all child care hours, Contractors or Subcontractors may bill both ECEAP and a child care subsidy program for the same hours.

The Contractor may engage in efforts to obtain additional funds and in-kind contributions to expand or enhance ECEAP service delivery. The Contractor must not solicit funds from families enrolled in ECEAP.

In accordance with this Exhibit A, Section 3(c) and Section 5 - October 15, the Contractor must obtain written approval from DEL before using ECEAP funds as match for any federal funds. This is to ensure that a state agency or other entity is not using the same funds as match for their federal requirements.

13. INVENTORY

The Contractor must maintain an Inventory List and supporting records for equipment purchased in whole or in part with ECEAP funds, including:

- a. All assets with a unit cost (including ancillary costs) of \$5,000 or greater.
- b. The following assets with unit costs of \$500 or more:
 - Computer systems, laptop and notebook computers
 - Office equipment
 - Communications and audio-visual equipment

- Cameras and photographic projection equipment
- Appliances

c. Other assets identified by the Contractor as vulnerable to loss.

The Inventory List and supporting records must include the following, if applicable:

- Description of the asset
- Manufacturer or trade name
- Quantity
- Serial number
- Inventory control number
- Contractor's acquisition date
- Order number – from purchasing document
- Total cost or value at time of acquisition
- Ownership status, for example if shared by multiple funding sources
- Depreciation (for capital assets)
- Location of item
- Useful life, in years
- Disposal date, method, and salvage value

14. TREATMENT OF ASSETS

Any property funded by this Contract shall be used only for the performance of this Contract, unless otherwise approved by DEL.

Title to equipment purchased in whole or in part with ECEAP funds is held by the Contractor. The Contractor shall obtain written approval from DEL before selling or disposing of equipment from the Contractor's Inventory List, and DEL will have the option of recapturing the equipment. The form is available at www.del.wa.gov/eceap. If DEL gives approval for the Contractor to sell ECEAP equipment, the Contractor shall use the income for ECEAP services. If a Contractor stops providing ECEAP services, the Contractor shall transfer title and return to DEL any equipment purchased all or in part with ECEAP funds, or the proceeds from current market-value sale of such equipment, at DEL's discretion. If a Contractor stops providing ECEAP services at a site or Subcontractor, the Contractor shall transfer equipment purchased all or in part with ECEAP funds, or the proceeds from current market-value sale of such equipment, to another ECEAP site or return it to DEL.

15. INSURANCE

The Contractor shall provide insurance coverage to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

The Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Contract activity but no less than \$1,000,000 per occurrence.

Automobile Liability. In the event that ECEAP services involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability or Errors and Omissions Insurance. Provide Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 per occurrence to cover all program activities by the Contractor and staff employed or subcontracted by the Contractor.

The required insurance shall be issued by an insurance company authorized to do business within the State of Washington and, except for Professional Liability or Errors and Omissions Insurance, shall name the State of Washington, its officers, agents and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give DEL thirty (30) calendar days advance notice of any insurance cancellation.

Exception: Self-Insured/Liability Pool or Self-Insured Risk Management Program. With prior written approval from DEL, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from DEL, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports shall comply with Generally Accepted Accounting Principles and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board, 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. If the Contractor is participating in joint risk pools, the Contractor shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

The Contractor shall submit to DEL a current Certificate of Coverage or letter of self-insurance that outlines the coverage and limits defined in this Insurance section. The Contractor shall submit renewal certificates as appropriate during the term of the Contract. Once DEL approves a self-insurance plan, the Contractor does not need to send a letter each year. New contractors must submit insurance verification within 15 days of the Contract start date listed on the Contract cover sheet.

USE THIS PARAGRAPH FOR GOVERNMENTAL CONTRACTS INSTEAD OF ABOVE:

DEL and the Contractor are part of the State of Washington and protected by the State's self insurance liability program as provided by RCW 4.92.130. The Contractor assumes responsibility for any losses or claims that arise out of this Contract.

Exhibit B: Budget

State Fiscal Year 2011 (July 1 2011 - June 30 2012)

Payment Point	Qty Unit	Unit Cost	Budget	Limit	Note
July 2011 – Admin, Enrollment, Staff Dev	XX Slots	\$000.00	\$000,000.00	Yes	
August 2011 – Admin, Enrollment, Staff Dev	XX Slots	\$000.00	\$000,000.00	Yes	
September 2011 – Comprehensive Preschool Services	XX Slots	\$000.00	\$000,000.00	Yes	
October 2011 – Comprehensive Preschool Services	XX Slots	\$000.00	\$000,000.00	Yes	
November 2011 – Comprehensive Preschool Services	XX Slots	\$000.00	\$000,000.00	Yes	
December 2011 – Comprehensive Preschool Services	XX Slots	\$000.00	\$000,000.00	Yes	
February 2012 – Comprehensive Preschool Services	XX Slots	\$000.00	\$000,000.00	Yes	
March 2012 – Comprehensive Preschool Services	XX Slots	\$000.00	\$000,000.00	Yes	
April 2012 – Comprehensive Preschool Services	XX Slots	\$000.00	\$000,000.00	Yes	
May 2012 – Comprehensive Preschool Services	XX Slots	\$000.00	\$000,000.00	Yes	
June 2012 – Admin, Enrollment, and Staff Dev	XX Slots	\$000.00	\$000,000.00	Yes	
June Outcomes	Lump Sum	\$000.00	\$000.00	Yes	
			\$000,000.00		
Total:					
Contract Maximum:			\$000,000.00		

Exhibit C: General Terms and Conditions

1. ADVANCE PAYMENTS PROHIBITED

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

2. AMENDMENTS

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.

3. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred, delegated, or assigned by the Contractor without prior written consent of DEL.

4. ATTORNEY'S 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.

5. COMPLIANCE WITH LAWS

The Contractor agrees that all activity pursuant to this Contract will be in accordance with all applicable federal, state and local laws, rules, and regulations, including but not limited to all applicable non-discrimination laws and, if applicable, Chapter 42.56 RCW (the Public Records Act) and 5 U.S.C. 522 (the Freedom of Information Act).

6. CONFIDENTIALITY OF DEL INFORMATION

The Contractor shall not use or disclose any information about DEL that may be classified as confidential for any purpose not directly connected with the Contractor's activities under this Contract except with the prior written consent of DEL or as may be required by law.

7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, DEL may, in its sole discretion, by written notice to the Contractor, terminate this Contract without liability if DEL finds that the Contractor's procurement of or performance under this Contract has violated the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute.

In the event this Contract is terminated as provided above, DEL 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 DEL provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

8. CONFORMANCE

If any provision of this Contract violates any applicable federal or State of Washington statute, regulation, or rule of law, that provision is considered modified to conform to that statute, regulation, or rule of law.

9. CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications regarding the performance of this Contract, unless otherwise stated herein. The Contract Managers are the individuals identified under "Contractor Information" and "DEL Information" on the cover sheet of this Contract.

10. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business.

DEL shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

11. DISALLOWED COSTS

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

12. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the DEL Director or the Director's delegate authorized in writing to act on the Director's behalf ("the Director").

a. The request for a dispute hearing must:

- Be in writing.
- State the disputed issue(s).
- State the relative positions of the parties.
- State the Contractor's name, address, and contract number.
- Be mailed to the Director and the other party's (respondent's) Contract Manager within three (3) business days after the parties agree that they cannot resolve the dispute.

b. The respondent shall send a written answer to both the Director and the requester within five (5) business days of receiving the requesting party's statement.

c. The Director shall review the written statements and reply in writing to both parties within ten (10) business days. The Director may extend this period if necessary by notifying the parties in writing.

d. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

e. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative dispute resolution method in addition to the dispute resolution procedure outlined above.

13. DUPLICATE PAYMENT

DEL 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.

14. ENTIRE AGREEMENT

This Contract, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof or to bind any of the parties to this Contract.

15. GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State of Washington and its agencies, officials, agents or employees.

16. INDEMNIFICATION

THIS VERSION FOR NON-GOVERNMENTAL CONTRACTORS

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the State of Washington and its agencies, officers, employees, and agents from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. "Claim," as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees and costs, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting there from. The Contractor's obligations to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives or any Subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless the state shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State of Washington and its agencies, officials, agents or employees.

THIS VERSION FOR CONTRACTORS ELIGIBLE FOR INTERAGENCY AGREEMENTS

Each party to this Contract shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. Unless otherwise stated in the Contract, no party to this Contract shall be responsible for the acts and/or omissions of entities or individuals not a party to this Contract.

17. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not officers, employees or agents of the state of Washington or DEL. The Contractor will not hold itself out as or claim to be an officer or employee of DEL or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

18. INSURANCE

DEL and the Contractor are part of the State of Washington and protected by the State's self insurance liability program as provided by RCW 4.92.130. The Contractor assumes responsibility for any losses or claims that arise out of this Contract.

19. 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, DEL may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DEL may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DEL under this Contract, and 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.

20. LICENSING AND ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the DEL Director or the Director'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 DEL Director or the Director's delegate by writing (delegation to be made prior to action).

22. REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

23. SAVINGS

In the event funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, DEL may terminate the Contract under this Exhibit C, Section 26, the "Termination for Convenience" clause, without the ten (10) day notice requirement, subject to renegotiation at DEL's discretion under those new funding limitations and conditions.

24. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

25. TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

26. TERMINATION FOR CAUSE

In the event DEL determines the Contractor is in default, DEL has the right to immediately suspend or terminate this Contract. Before suspending or terminating the Contract, the DEL may, in DEL's sole discretion, elect to notify the Contractor in writing of the need to take corrective action and offer the Contractor the opportunity to take corrective action before the Contract is suspended or terminated.

In the event of termination or suspension, 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). DEL may also declare the Contractor ineligible for further contracts with DEL.

DEL 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 any alleged breach, or during any pending corrective action by the Contractor or pending a decision by DEL to terminate the Contract.

If it is later determined that: (1) the Contractor was not in default, or (2) Contractor's failure to perform was outside the Contractor's control, fault, or negligence, the termination shall be considered a Termination for Convenience.

The rights and remedies of DEL provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

27. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, DEL may terminate this Contract, in whole or in part, by giving the Contractor ten (10) calendar days' written notice. Termination becomes effective ten (10) calendar days from the second day after mailing the notice. If this Contract is so terminated, DEL shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

28. TERMINATION PROCEDURE

Upon termination of this Contract, DEL, in addition to any other rights provided in this Contract, may require the Contractor to deliver to DEL any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of Exhibit A, Section 15: Treatment of Assets shall apply in such property transfer.

DEL shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by DEL, and the amount agreed upon by the Contractor and DEL for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by DEL, and (iv) the protection and preservation of property, unless the termination is for default, in which case DEL shall determine the extent of the liability of DEL.

DEL may withhold from any amounts due the Contractor such sum as DEL determines to be necessary to protect DEL against potential loss or liability arising from the Contractor's performance of the Contract. The rights and remedies of DEL provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice.
- b. 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 that is not terminated.
- c. Assign to DEL, in the manner, at the times, and to the extent directed by DEL, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case DEL has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DEL to the extent DEL may require, which approval or ratification shall be final for all the purposes of this clause.
- e. Transfer title to DEL and deliver in the manner, at the times, and to the extent directed by DEL any property which, if the Contract had been completed, would have been required to be furnished to DEL.
- f. Complete performance of such part of the work as shall not have been terminated by DEL.
- g. Take such action as may be necessary, or as DEL 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 DEL has or may acquire an interest.

29. WAIVER

Waiver of any default or breach shall not be deemed 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 and signed by an authorized representative of DEL.