COLLECTIVE BARGAINING AGREEMENT

LOCAL 925
SEIU
Stronger Together

THE STATE OF WASHINGTON

AND

SERVICE EMPLOYEES INTERNATIONAL UNION 925

EFFECTIVE
JULY 1, 2025 THROUGH JUNE 30, 2027

2025-2027

SEIU 925 FAMILY CHILD CARE PROVIDERS
EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2027

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PREAMBLE

This Collective Bargaining Agreement (Agreement) has been made and entered into by and between the State of Washington, (hereinafter referred to as the "State") and the Service Employees International Union, Local 925, (hereinafter referred to as the "Union"). The Union and the State recognize the unique relationship created by the amendments to RCW 41.56 where the State is designated as the employer for family child care providers only for the purposes of collective bargaining. RCW 41.56 shall not be read as conferring any additional authority on the State to interfere with the relationship between the consumer and the child care provider.

The parties enter into this Agreement, acknowledging the following:

- The Union and the State share a common mission to ensure that every Washington family has access to quality child care.
- Access to quality child care is essential for diverse working families as well as for those low and moderate income families striving to achieve and maintain self-sufficiency.
- Family child care providers are an integral part of the child care system, offering the preferred setting of thousands of working parents for caring for children served through the child care subsidy programs outlined in Appendix C.
- Providers, the State and Washington families have a shared interest in making child care a quality job and a respected profession.
- The parties agree to work together as partners to serve the needs of working families and to meet the highest standards in such service.
- Family child care providers are an essential contribution to a thriving state economy. Family child care providers offer quality child care to diverse working families and are part of the overall child care system and family choice.
- The State, the Union, and providers will treat each other with dignity and respect.

Nothing in this Agreement should be read as in any way diminishing the rights of consumers to select, change or terminate their child care provider.

Nothing in this preamble shall be subject to the grievance process in this Agreement.

ARTICLE 1
UNION RECOGNITION

1.1 Union Recognition

Service Employees International Union Local 925 is recognized as the sole and exclusive representative as defined in RCW 41.56 for all subsidized Family, Friends and Neighbors (FFN) and licensed family child care providers.

For purposes of this Agreement, FFN providers are defined as care providers who are paid through the State's subsidy program but are exempt from State child care licensing regulations.

1.2 Integrity of the Bargaining Unit

The State recognizes the integrity of the bargaining unit and will not take any action intended to erode it.

ARTICLE 2
NON-DISCRIMINATION

The State agrees not to discriminate against any provider on the basis of race, sex, gender expression, gender identity, sexual orientation, ethnicity, creed, religion, color, marital or parental status, age, national origin, citizenship or immigration status, political affiliation and/or beliefs, or disability. Policies and procedures that the Union believes may have a racially inequitable impact may be raised during the Labor Management Committee meetings, in order to discuss potential unintended negative consequences and solutions to address inequities.

The State will provide the Union, no later than November 1 each year of the agreement, the following information for the previous fiscal year:

a. A list of all licensed provider closures, suspended license, summary suspensions, revocations, denials, and all newly licensed providers;

b. A list of all provider names and the provider's Social Service Payment System (SSPS) number with overpayments;

c. A list of all Early Achiever ratings by provider name and SSPS provider number;

d. A list of all provider names and their SSPS provider numbers who have had their initial license extended;

e. A list of all provider names and their SSPS provider numbers who have been issued facility licensing compliance agreements (FLCAs); and

f. A list of all providers who have provided subsidized care.

g. A list of all providers names and SSPS provider number that includes how many children they are licensed for and their business hours.

This Article shall not be construed as otherwise limiting or impeding the right of consumers and prospective consumers to select, hire, supervise the work of, and terminate any child care provider giving services to them.

ARTICLE 3
CONSUMER RIGHTS AND CONFIDENTIALITY

3.1 Definitions

A. Consumer:
For the purposes of this Agreement and law, a consumer is a person receiving subsidy benefits for a program listed in Appendix C.

B. Sensitive Personal Information:
In accordance with the Public Records Act, this is defined as names, addresses, GPS coordinates, telephone numbers, email addresses, social security number, driver's license numbers, or other personally identifying information.

3.2 Consumer Rights

Nothing in this Agreement limits the subsidized consumer's sole and undisputed right to select and to terminate without cause and without notice the services of any provider.

3.3 Information Regarding Consumers

This Agreement shall not be interpreted as to require the State to release sensitive personal information regarding any consumer or any child under parental control of a consumer receiving subsidized child care services to the Union without the written permission of any such consumer.

3.4 Consumer Confidentiality

Union representatives and child care providers shall maintain strict standards of confidentiality regarding consumers and any child under parental control of a consumer receiving subsidized child care. Union representatives and child care providers shall not disclose sensitive personal information pertaining to consumers or any child under parental control of a consumer obtained from any source, unless the disclosure is with the express written consent of the consumer, compelled by legal processes, or otherwise required by law.

3.5 Non-Waiver

The above enumerations of consumer rights are not inclusive and do not exclude other rights not specified, including those rights and authority provided under the law. The exercise or non-exercise of rights retained by the consumer shall not be construed to mean that any right of a consumer is waived.

3.6 Consumers Not Subject to Grievance Procedure

No action taken by a consumer with respect to this Article or any consumer rights shall be subject to the grievance and arbitration procedures provided for in this Agreement.

ARTICLE 4
UNION RIGHTS

4.1 Union Exclusivity

The State shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on any matters pertaining to terms and conditions of employment of bargaining unit members. However, the Union recognizes that the State in meeting its statutory obligations under RCW 43.216 may frequently interact with bargaining unit members or groups that include bargaining unit members without notifying or requiring the Union's presence at those interactions.

4.2 Union Activity

The State shall not discriminate against, intimidate, restrain or coerce any provider covered by this Agreement in or on account of the exercise of any rights granted by statute or this Agreement, or on account of membership or non-membership in or lawful activities on behalf of the Union.

4.3 Union Representatives

The Union shall notify the State of the names of its official representatives and stewards, and changes in such representatives, as changes occur.

4.4 Neutrality

The State shall remain neutral on the question of union membership and union representation for providers. All questions addressed to the State concerning membership in or representation by the Union will be referred to the Union. The State shall make union neutrality part of its contract terms with vendors or service providers who deliver services established by this Agreement.

4.5 Lists

The State will provide the Union with a list of providers electronically on a monthly basis by the fifteenth (15th) of each month. This list will include, if available:

A. Month in which the service was provided;

B. Name of all providers who were paid a subsidy or subsidies in the previous calendar month as a product of their bargaining unit work;

C. Provider number;

D. Billing address;

E. Mailing address;

F. Telephone number, identifying whether cell or land line (if indicated by provider);

G. Whether the provider is FFN or licensed;

H. Amount of subsidy payment;

I. Number of units billed; type of units billed (half-day, day or hour, month);

J. Number of children billed and age category based on birthdate;

K. Amount of Union dues or other deductions that were deducted from the provider's payments;

L. Provider's email address;

M. Type of subsidy;

N. Consumer co-payment;

O. Provider primary language, if voluntarily self-disclosed and available;

P. Racial identity and ethnicity, if voluntarily self-disclosed by providers and available; and

Q. Early Achievers Rating.

In addition, the State shall make electronically available to the Union the provider number, provider type, name, address, phone number, and email address of any newly authorized child care provider as soon as available and no later than seven (7) days from of such subsidy authorization.

4.6 Union Access

(1) The State shall grant Union time, not to exceed thirty (30) minutes, to speak with FFNs and licensed child care providers at the FFN and licensed provider's trainings which are delivered in-person or virtually. Trainings include:

A. Subsidy billing and electronic attendance trainings;

B. Child Care Basics Trainings or FFN Health and Safety or CPR/First Aid trainings provided by the Imagine Institute; and

C. Imagine Institute trainings.

The State shall notify the Union by email sixty (60) days in advance of each event listed above and include the time the Union presentation is scheduled. The Union representative may request an alternative mutually agreed upon time for the Union presentation. If there is no such request the originally scheduled time will be considered the agreed upon time. If the Union representative does not appear at the agreed upon time, the access of the Union to that training class is forgone. The State will notify the Union by email as soon as training is cancelled or rescheduled. The Union presentation topics shall be limited to the following: the organization, provider's representation status, union benefits and distribution of membership applications. The State shall remain neutral regarding the Union's presentation. Section 4.4 above does not apply to contracted service providers when they are acting in their role as a union orientation presenter rather than on behalf of the State.

Any remarks made during union orientation by the presenter will not be attributed to the State.

If trainings are available online, the Union may provide the State with information to be included, which may include a link to the Union's website. Online subsidy billing training will include information about the Union and a link to the Union's website. If trainings are offered live online the Union may join the training to provide information and answer questions. This information must be in compliance with State ethics laws, neutral in content and approved by the State.

The State will electronically send the Union the contact information for those providers who complete the on-line subsidy training. The contact information shall include the provider number, name, address, telephone number, and email address.

(2) If the State offers a new provider orientation for those serving or interested in serving a child receiving subsidy, the Union will be given the opportunity to contribute information about the union in accordance with Article 4.6(1) above. If the new provider orientation is offered live the Union will be given access to join the training to provide information and answer questions. Union meetings with new providers will include only the new provider and union representatives unless mutually agreed otherwise.

The Union may provide the State with copies of a one (1) page brochure outlining the provider's collective bargaining benefits, to be distributed by the State with licensed or FFN application materials and other orientation materials. This one (1) page document will be neutral in content and approved by the State prior to distribution.

4.7 Communication to Providers

The State will provide to the Union an electronic copy of any communication provided by the State to all providers. The communication will be sent to the Union in advance of it being sent to all providers no less than two (2) business days in advance unless it is an emergency communication. If there is a need for an emergency communication, the State will inform the Union of the need, content, and plan for the communication in advance. The State will send a link to the online Childcare Subsidy Billing and Payment Guide to the current listserv members when the manual is updated.

4.8 Communications between the Parties

The Union and DCYF will each designate a single point of contact, as well as a backup person, to be copied for bargaining information requests and responses, and to exchange other bargaining unit-related communications. The OFM State Human Resources Labor Relations Section (LR&CP) will designate a single point of contact, and the labor.relations@ofm.wa.gov email inbox will be copied. The parties agree that in order to avoid duplication of effort and to facilitate efficiency and clarity, the designated points of contact will always be included in such communications and exchanges.

The State shall provide to the Union the names and contact information of the appropriate individuals to address in case-specific subsidy matters.

The State is committed to providing consistent and effective individual communication with providers across all regions of the State, in order to build better relationships between providers and DCYF. The State and the Union will confer once a month to address successes and concerns that involve general child care and licensing issues that impact providers. The parties agree to work together to support providers in meeting quality, health and safety compliance. This provision shall not be subject to the grievance process in this Agreement.

4.9 Production of Agreement

The State shall publish this Agreement electronically and DCYF shall link to the Agreement from its website. The Parties shall pay all their own costs for printing and distributing this Agreement. The State shall pay fifty percent (50%) of the costs of translating this Agreement in Spanish, Somali, Vietnamese, and Russian. The translated contract will be published electronically in the same locations where the English language version is posted.

Regarding the production of the Agreement in languages other than English, the parties agree that all disputes regarding the interpretation or application of this Agreement shall be determined based solely on the original English-language Agreement signed by the parties, and not upon any other language version.

4.10 Notice of Collectively Bargained Funding

The state will require any vendor that receives funds as a result of this collective bargaining agreement, to indicate to the child care provider, in any trainings and materials, that the training or incentive is funded in part or in whole as a result of the SEIU 925 negotiated agreement with the State.

ARTICLE 5
UNION MEMBERSHIP, DUES DEDUCTIONS AND CONTRIBUTIONS

5.1 Union Membership

Family child care providers accepting subsidy payments for child care services provided shall be covered by this Agreement. When a family child care provider provides written authorization to the Union, the Union has the right to have deducted from the provider payment membership dues. Upon notice of the provider's authorization from the exclusive bargaining representative, the State as payor, but not as the employer, shall deduct from a bargaining unit member's provider payment a monthly amount of dues as determined by the Union. The State shall remit all deducted dues to the Union. The State shall not collect or reconcile any retroactive dues.

A family child care provider may cancel their deduction of dues by written notice to the Union. Upon receiving notice of the cancelation from the Union the State will end the deduction no later than the second provider payment after receipt of notice.

In the event there is a change in law or holding by a court of competent jurisdiction that allows for the withholding of dues or an equivalent fee as a condition of employment, the parties agree to restore the union security and dues deduction provisions of the 2011-2013 Collective Bargaining Agreement to the extent permitted and with any modifications required under law.

5.2 Indemnify and Hold Harmless

The Union and each provider agree to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the State for or on account of any deduction made from the pay of the provider. This Section shall not be interpreted to limit the right of the Union to use the Dispute Resolution Process contained in this Agreement to collect dues and contributions owed.

5.3 Deductions

A. Dues Deductions

The State will withhold union dues from each family child care provider who elects to pay dues. When providing the State with a list of individuals who have affirmatively authorized the deduction of their dues and any other amounts, the Union will include an attestation of the authenticity and accuracy of such list, indicating the Union has received voluntary, affirmative authorization from each individual listed. The State shall honor the terms and conditions of each child care provider's authorized membership card. Upon request by the State, the Union shall provide the State with proof of a provider's affirmative authorization for dues deduction. The Union will provide the requested documentation within ten (10) calendar days, unless the request is for more than one hundred (100) authorizations, in which case the parties will agree on an appropriate timeframe, which in no case will be longer than thirty (30) days.

B. Voluntary Deductions

Upon receipt of proper authorization for such deductions from the family child care provider or the Union, the State will deduct and transmit voluntary contributions.

C. Method of Deduction

The State will withhold union dues and/or voluntary contributions to one union fund or committee and possible health care premium payments from each provider's subsidy payments in the amount determined by the Union and as agreed to by the providers. The amount owed to the Union each month will be sent no later than the fifteenth (15th) of the month.

5.4 Documentation to Providers

Each monthly remittance advice will include an itemized list of deductions including dues, contributions, and provider health insurance contributions for that month's payment.

By January 31st of each year, the State will prepare a document for providers reflecting the amount of dues, contributions and provider health insurance contributions paid to the Union and/or the Trust by the State on behalf of the provider as reportable income (gross income).

5.5 Implementation Costs

The cost of any Social Service Payment System programming changes required by this Article beyond the initial costs already paid by the Union shall be borne by the State. The ongoing regular cost of deducting dues and/or contributions to one union fund or committee and provider health insurance contributions shall be borne by the State.

ARTICLE 6
GRIEVANCE PROCEDURE

Dispute Resolution Philosophy

The State and the Union commit to address and resolve issues in a fair and responsible manner at the lowest possible level, and to use mediation and conflict resolution techniques when possible. Our relationship depends on mutual respect and trust based on our ability to recognize and resolve disagreements rather than avoiding them. Prior to filing a grievance, the Union and the State will attempt wherever possible to resolve problems informally and not to resort to the formal grievance procedure.

6.1 Definitions

A. Grievance Definition

A grievance shall mean a dispute regarding the meaning or implementation of the provisions of this Agreement brought by the Union. The Union cannot grieve issues outside the scope of this Agreement, including but not limited to selection or termination of provider services by the consumer, and/or any action taken by the consumer.

B. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing and timelines will apply to the date of receipt.

C. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the State to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

D. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;

2. The date or time period in which the incident occurred;

3. The specific article and section of the Agreement violated;

4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;

5. The specific remedy requested;

6. The name of the grievant;

7. The grievant's provider number; and

8. The name and signature of the Union representative or the provider filing the grievance.

E. Modifications

No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.

F. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

G. Consolidation

The State and the Union may consolidate grievances arising out of the same set of facts, with mutual written consent of the parties.

H. Resolution

If the State provides the requested remedy or a mutually agreed upon alternative, the grievance will be considered resolved and may not be moved to the next step.

I. Withdrawal

A grievance may be withdrawn at any time.

J. Resubmission

If resolved, withdrawn or a timeline missed, a grievance cannot be resubmitted.

6.2 Grievance Procedure

A. Informal Resolution

In an attempt to resolve any grievable issue at the lowest possible level, the provider and/or Union representative should confer with the State's designated representative prior to filing a written grievance. To attempt to informally resolve issues, providers may call the appropriate numbers listed in Appendix D.

The thirty (30) calendar day timeline for filing a grievance to Step 1 described below is intended to be used for attempting to informally resolve a grievable issue. If the grievance is not resolved within thirty (30) calendar days, the grievance procedure described in 6.2B – D below will apply.

B. Written Grievance

Step 1: If the grievance is not resolved informally, the Union representative may submit the written grievance to the State within thirty (30) calendar days of the occurrence of the alleged violation or within thirty (30) calendar days of when the provider or the Union could reasonably have been aware of the occurrence giving rise to the grievance. If the provider attempted to resolve a payment issue through the informal resolution process and received a supplemental payment that did not resolve the issue, the Union will have fifteen (15) calendar days after the provider receives the supplemental payment to file a grievance at Step 1. In the case of payment discrepancies, the timeline for claims is outlined in Section 9.6.

The written grievance may be submitted in person, by U.S. mail, or by email, and shall be directed to the OFM State Human Resources Labor Relations Section (labor.relations@ofm.wa.gov) with a copy to the Labor Relations Administrator of the Department of Children, Youth, and Families.

The State shall schedule and hold a conference call or in-person meeting with the grievant and their Union representative within fifteen (15) calendar days of receipt of the written grievance in order to discuss and resolve the grievance. Subsequent to this meeting, if the grievance should remain unresolved, the State will provide a written response to the grievance within thirty (30) calendar days from the date of the grievance meeting. If the response does not resolve the grievance, the Union may, within fifteen (15) calendar days of receipt of the written response, proceed to Step 3, Arbitration.

C. (Optional) Mediation

Step 2: As an alternative prior to final and binding arbitration in Step 3, if the matter is not resolved in Step 1, the parties may choose by mutual agreement to submit the matter to mediation in order to resolve the issue. The party requesting mediation of the dispute must notify the other party no later than ten (10) calendar days of receipt by the Union of the State's written response at Step 1. The party receiving the request for mediation must notify the other party within ten (10) calendar days of receipt of the request whether or not it agrees to mediate the dispute. If the party receiving the request does not agree to mediate the dispute, the Union may, within fifteen (15) calendar days of the notification of the decision not to mediate, proceed to Step 3, Arbitration.

If the parties agree to mediation, they shall select a neutral mediator. Both parties shall submit a statement of their position on the issue. The mediator may also bring the parties together in person to attempt to resolve the issue.

The parties shall each pay one-half (1/2) the costs or fees, if any, of the neutral mediator. Each party shall be responsible for its own costs, including the costs of representation, advocacy and the costs of that party's appointed representatives.

If the issue is successfully resolved by mediation, the decision shall be binding on all parties, and shall, unless specifically agreed otherwise, form a precedent for

similar issues. If the issue is not successfully resolved through mediation, the Union may, within fifteen (15) calendar days of receipt of a written declaration of impasse or rejection of a settlement offer from either party, proceed to Step 3, Arbitration.

D. Arbitration

Step 3: If the grievance is not resolved at Step 1 or 2, the Union may, within the time frames noted above, file a request for arbitration to the State. The parties shall select an arbitrator by mutual agreement or, upon failure to agree upon an arbitrator, the Union shall, within fifteen (15) calendar days of the request for arbitration, request a list of seven (7) arbitrators from the American Arbitration Association. The parties shall select an arbitrator by alternately striking names from the list of seven (7) arbitrators. A coin toss shall determine which party shall first strike.

The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of this Agreement. The Arbitrator shall be limited in their decision to the grievance issue(s) unless the parties agree to a modification. In addition, the Arbitrator shall not award any compensation greater than a grievant would have received had there been no violation of this Agreement.

The award of the Arbitrator shall be final and binding upon both parties. The parties shall each pay one-half (1/2) the costs of the Arbitration, including the fees of the Arbitrator and any costs of the proceeding itself. However, each party shall bear the cost of their own representation, advocacy and witnesses. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

6.3 Payment and Overpayment Disputes and Limitations

Payment disputes (other than overpayment) shall be subject to the grievance process. In the case that an overpayment is found to have occurred, the State shall send the provider a detailed description of the overpayment(s) being charged, including, but not limited to: the name of the child, the date of overpayment(s), the specific type of overpayment(s), and the amounts of the overpayment(s). Along with this description, the State shall include a description of the provider's hearing and appeal rights, translated into Vietnamese, Russian, Somali, and Spanish languages. Disputes regarding overpayments are only resolved through the Administrative Hearing Process and are not subject to the grievance process. The Administrative Hearing Process, however, does not preclude the filing of a grievance for a violation of the timeframes set forth in Section 9.6.

6.4 Licensing and Regulatory Issues

Issues involving licensing of providers (including but not limited to denial, compliance agreement, suspension, and revocation) are not subject to the grievance process.

The State and the Union will confer once a month to address concerns that involve general licensing issues that impact providers. The parties agree to work together to support providers in meeting health and safety compliance.

Issues involving the State's ability to carry out the Washington Administrative Codes (WACs) associated with eligibility for FFN providers (including but not limited to scope of care, provider affidavit, background checks and attendance records) are not subject to the grievance procedure.

ARTICLE 7
LABOR/MANAGEMENT COMMITTEE MEETINGS

7.1 Labor Management Committee

For the purpose of maintaining communications and in order to cooperatively discuss matters of mutual concern and share information, the State's and the Union's representatives shall meet regularly but no less than semi-annually. The parties shall exchange agendas fourteen (14) calendar days prior to the scheduled meeting. There shall be at least a three (3) week notice of these meetings. Standing members of the committee shall include representatives from the Union and the Department of Children, Youth, and Families. Content area specialists may be invited as needed.

ARTICLE 8
GENERAL PROVISIONS

8.1 Income Verification

Upon the request of a provider or any third party with the written authorization of the provider, the State shall provide written verification of past subsidy payments and bargaining unit work to the provider.

8.2 Prohibitions

In the event that the State believes that any activity prohibited by RCW 41.56.028 is imminent or is occurring, the State's representative shall contact the President and Executive Vice President of the Union prior to taking any personnel or legal action, in order to afford the Union the opportunity to inform its members of this contract provision and the law.

The State does not have the authority to lock out the Union or the child care providers. The consumer's right to select, hire, and terminate any child care provider with or without cause does not constitute a State lockout.

8.3 Provider Documents

A child care provider may examine their own documents in the possession or control of the State. Review of the documents will be in the presence of a State representative during business hours, unless otherwise arranged. Written authorization from the provider may be required before the Union will be granted access to the provider's documents. Neither the provider nor the Union may remove any contents; however, a provider may provide a written rebuttal to any information in the documents that they consider objectionable. A provider may request a copy of their documents and will receive these documents within forty-five (45) calendar days of a written request, with the exception of pending referrals and unresolved complaints. The State may charge a reasonable fee for copying any

documents requested by the provider or the Union. If providers have questions about any of the information that has been provided, they can file a written appeal with the State for a review, explanation and correction, if necessary.

In accordance with Article 3, Consumer Rights and Confidentiality, of this Agreement, nothing in this Section shall be interpreted to mean that providers have access to consumer documents.

8.4 Language Accessibility

The State shall publish selected provider documents in Spanish, Somali and English, including but not limited to licensing forms, special needs forms, FAQs, subsidy billing guides, the Child Care and Early Learning Licensing Guidebook, and Early Achiever QRIS information. "Documents" in this Section shall not include RCWs or WACs.

The State shall use interpreters, in the language requested, in communicating with child care providers. Specifically, interpretation services will be provided for phone calls and, when requested in advance, for in-person or virtual trainings, meetings, or public hearings.

8.5 Providers' Rights

The State recognizes the rights of providers to select the children to be placed in their care, to terminate the relationship with consumers, and to enter into private agreements with consumers that do not contradict federal law, state law, the policies of DCYF or other federal or state subsidy programs.

ARTICLE 9
PAYMENT

9.1 Timely Payment and Direct Deposit Payment Option

Providers must claim an invoice for payment based on enrollment to the state for child care services no later than three (3) months after the date of invoice.

Provided that claims are submitted correctly and timely, the State shall ensure that providers receive timely, regular and accurate payments for care provided. A provider may complete and mail a claim, or as an alternative may choose to submit the claim by calling Invoice Express, or by accessing the online SSPS Provider Portal. Providers shall use only one method for claiming units/hours on the same invoice. Payments resulting from a timely claim will be processed the first business day of the month following the most recent month of service on the claim, or after claiming units or hours on an invoice, whichever is later.

If an underpayment is present, the provider must follow the process outlined in Appendix E. Once corrected, the correction will appear on the next available supplemental or regular invoice, whichever is sooner.

9.2 Payment of Care Provided

Payments to all new providers will be issued via Electronic Funds Transfer (EFT), also called direct deposit, and will be transferred to the provider's financial institution by the fifth (5th) State business day following the processing of payment. If a provider does not

have access to a financial institution, they may choose to receive a mailed payment in lieu of direct deposit. They shall submit a request in writing indicating this preference on the appropriate DCYF form. The State cannot guarantee a delivery date for payments mailed through the U.S. Postal Service. The State shall mail payments twice per month.

The State and Union will collaborate about offering the option of a loadable payment card. The option for providers to receive payment via the loadable card will be negotiated with the Union in advance of implementation.

9.3 Payment for Care Provided

A. Base rate payments for licensed family home will be authorized as a monthly unit. The payment rate is the State rate. Providers will be paid for all authorized child care when:

1. The consumer has been determined eligible and has been issued an eligibility letter and an authorization letter;

2. The consumer has selected and notified the State of their selection of an eligible provider;

3. The child is enrolled for child care services, within the dates of eligibility contained in the social service letter or the child care plan.

B. If a provider has received verbal confirmation of an authorization from a subsidy child care program, an email confirmation will be sent if the provider's email address is in the provider file. For information on the status of the family, providers may also call the automated Working Connections Information Phone (WCIP) number located in Appendix D, attached. The information on this automated line is updated every twenty-four (24) hours.

C. If both the consumer and the provider are determined to be eligible, the provider shall be paid, starting from the initial application date or the date both the consumer and the provider were eligible, whichever is later.

9.4 End Date Reminder and Unplanned Termination Notice – Working Connections Child Care (WCCC) and Seasonal Child Care (SCC)

A. <u>End Date Reminder</u>

The end date reminder is a notice the State sends out to the provider prior to the end of the authorization period, reminding the provider that the authorization period will expire on a certain date. For WCCC and SCC, end date reminders shall be mailed five (5) weeks prior to an authorization ending. Failure of the State to provide an end date reminder does not entitle the provider to receive payment for services after the authorization end date.

B. <u>Unplanned Termination</u>

Unplanned termination occurs when subsidized care ends prior to the expected end date stated in the authorization, and is due to a change in circumstances of the consumer, such as no longer meeting the eligibility requirements for the program.

The State shall notify providers of the unplanned termination of subsidy benefits for the child or the consumer at the same time the consumer is notified. If a provider has an email address in the provider file, the provider will receive the unplanned termination notice by email. WCCC and SCC providers will be given ten (10) calendar days' written notice prior to an unplanned termination. The licensed provider will be paid for all regularly scheduled days of child care during the ten (10) day notice period whether care is provided or not.

The provider may additionally request reasonable compensation for costs (for example, extra staffing) that they have incurred during the ten (10) calendar day notice period in anticipation of providing ongoing care to a child authorized for special needs care who has been subject to an unplanned termination. The provider must submit documentation that supports the request.

If the provider receives notice after the unplanned termination date, the provider will be paid retroactively for all care provided after the unplanned termination date and prior to receipt of the notice, provided the care occurred during the original expected authorization period.

9.5 Planned, and Urgent and Unanticipated Terminations – Child Welfare (CW)

The parties recognize the unique nature of CW child care needs. CW is the mandated public child welfare agency in Washington State that serves abused and neglected children and their families. Local law enforcement and the courts have roles in the protection, placement and service planning for the needs of the child. Cases are complex, with a range of federal timelines and rules that must be followed for the best interests of the child. The parties recognize that within an oversight and regulatory framework, there are times that urgent and unanticipated moving of a child may be necessary.

A. Authorizations and Planned Terminations

1. In the event that child care begins prior to the arrival of the initial authorization notice for a new child in care, the provider is guaranteed payment for the services provided before the receipt of the authorization. Since CW authorizations are month by month, providers can anticipate the authorization continues into the next month unless notified in writing or verbally.

2. Once ongoing child care has been authorized, if CW anticipates changing the service plan so that child care will be terminated and the child placed in a different home setting, CW will provide verbal or written notice to the provider at least ten (10) calendar days prior to the planned termination date.

B. Urgent and Unanticipated Terminations

In the event that there is an urgent and unanticipated move of a child that necessitates termination of child care services, the State will inform the provider about the termination as soon as practicable, and there will be an after-the-fact automated notice through the State's Social Service Payment System (SSPS) that services have been terminated. Providers will be reimbursed for child care services

provided. Providers may request reasonable compensation when they have incurred costs (for example, extra staffing) in anticipation of providing ongoing child care to a CW child who has been subject to an urgent and unanticipated termination, resulting in the provider being committed to unreimbursed costs.

9.6 Payment Discrepancies

For the purposes of correcting errors on payments (where the invoice for payment has been submitted on time), the time limit for either party to correct an error on a payment and seek reimbursement is:

A. Two (2) years from the date of payment error if the error is on rates paid by age and/or region. (This two [2] year limit does not apply to federal audits, which could go back three [3] years.)

B. Up to three (3) years from the date of payment error if the error is on any other issue.

C. Excluding State Auditor Office (SAO) audits, when the State requests records used to determine an overpayment, it shall allow forty-five (45) calendar days, from the date of the notice, for the provider to supply records. Providers will have thirty (30) calendar days, from the date of the notice, to supply records for SAO audits. The notice will inform providers on how they can request an extension. Questions about records requests may be addressed by contacting the Resources listed in Appendix D.

The State and the provider will take into consideration the amount owed and other issues in considering whether to pursue payment. The State will not pursue overpayments against the provider for any length of time for payment errors solely caused by consumer mistakes or consumer fraud. When the State has determined that an overpayment has occurred, written notice to the provider will be provided in accordance with RCW 43.20B.675. The State can help the provider with payment plans or provide payment information. Failure to make payment arrangements will cause the Office of Financial Recovery to pursue applicable collections action under RCW 43.20B.

Disputes regarding underpayments shall be grievable. Disputes regarding overpayments shall not be grievable, but shall be subject to the administrative hearing process.

9.7 Changes in Authorizations and Reapplications

Providers will be given written authorization for services to be compensated according to program rules through emails or U.S. mail, prior to care being provided. For CW child care, authorization may also be communicated verbally.

When a consumer reapplication is required, the consumer must submit a complete subsidy reapplication and required verification prior to the end date of the current authorization. If the care is reauthorized, the provider will be paid retroactively for care provided during any gap in authorization that may have occurred. If the care is not reauthorized, the State shall make no payment to the provider for care provided until the consumer submits the necessary paperwork.

The provider may obtain a release of information from the consumer as a way to verify with the authorizing State employee the status of the reapplication.

9.8 Consumer's Approved Activity Time

The State will authorize payment to the provider based on the consumer's eligibility at the time of application. The State authorizes care in monthly units to licensed family homes and hourly for FFN providers. The consumer must report any need for increases in care during the consumer's authorization period. When the State authorizes the additional time needed by the consumer, the provider will be paid retroactively for the additional care provided. If the additional time causes the licensed provider to exceed the authorized units, the provisions of Section 10.2, Non-Standard Hours and Overtime Payment may apply.

9.9 FFN and Licensed Family Home Provider Background Checks and Fingerprints

The State shall pay for the costs of the required FFN provider and licensed family home provider background checks and fingerprinting.

ARTICLE 10
FEES AND DIFFERENTIAL RATES

10.1 Registration Fee

The State shall provide an annual registration fee of up to fifty dollars ($50.00) per child for licensed providers who have a written policy to charge all families a registration fee. The State will pay this fee more than once per year if the child leaves care and returns more than sixty (60) days later.

All providers shall ensure that the registration fee they charge the State is no greater than their private pay registration fee. If a provider charges the State a higher amount than they charge a private pay consumer, the provider admits that an overpayment has occurred and a reimbursement is owed to the State.

10.2 Overtime Payment

For licensed providers any hours over ten (10) in a day results in an additional one-half (1/2) day of pay if the family is eligible and authorized, and the State will pay an additional day of pay for care longer than fifteen (15) hours in a twenty four (24) hour period if the family is eligible and authorized. For any hours over five (5), the State shall pay the full day rate. The State authorizes overtime units to licensed family home providers in monthly units.

10.3 Non-Standard Hours Bonus

The State will automatically authorize the non-standard hours payment option when it is clear to the authorizing worker, based on information regarding the approved activity received from an employer, a school, WorkFirst case manager, or DCYF child welfare worker, that a child will need thirty (30) hours or more of non-standard care per month. Non-standard hours are defined as before 6:00 a.m., after 6:00 p.m. or any hours on a Saturday, Sunday or holiday. Once a licensed provider has reached the thirty (30) hour threshold, the State agrees to pay a non-standard hour bonus of one hundred fifty dollars

($150) per child per month. The State agrees to provide information to the Union on a monthly basis regarding the use of the non-standard hours bonus.

10.4 Field Trip/Quality Enhancement Fee

The State will reimburse licensed family child care providers who have a written policy to charge all families a field trip fee and FFN providers, up to thirty dollars ($30.00) per child per month, regardless of age, for admission fees and other enriching activities. The total cost of these fees will not exceed seven hundred twenty thousand dollars ($720,000.00) during the life of the Agreement. The fee shall cover special activities, such as:

A. Admission costs (for example: zoo, museum, movies, swimming pool, community events, fairs, etc.);

B. Enrichment programs and/or ongoing lessons (for example: language classes, gymnastics, swimming lessons or music lessons, cultural lessons);

C. Public transportation or mileage reimbursement at the state Office of Financial Management rate for the use of a private vehicle to and from the enrichment activity;

D. The cost of hiring a non-employee to provide an activity at the child care site (for example, clown, pony ride, music performance, etc.); or

E. The purchase of a pre-kindergarten curriculum, or the provider may develop their own curriculum and purchase materials to support it.

The field trip/quality enhancement fee shall not cover fees or admission costs for adults on field trips, or food purchased on field trips.

10.5 Special Needs

In order for an FFN provider or Licensed Provider to receive the special needs rate, a request must be completed. A request for special needs requires:

A. A statement from a health, mental health, social service, or education professional with at least a Master's degree, or from a registered nurse. The verification must describe the level of care needed in the child care setting;

B. A statement from the child care provider that explains the need for specialized care for the child in the child care setting and the costs associated with providing the specialized care; and

C. Parent or guardian signature.

The State will accept an Individual Family Service Plan (IFSP), or an Individual Education Plan (IEP) or an Individual Health Plan (IHP) as verification of the need for special care/rate, as long as all required information is included as defined in WAC 170-290. Special needs authorization end dates shall correspond to the regular subsidy rate end dates.

For Working Child Care Connections (WCCC) and Seasonal Child Care (SCC), providers will be notified of the approval or denial of a special needs authorization within fourteen (14) calendar days of the special needs panel decision. For CW, the social worker or other CW staff will communicate directly with the provider regarding the special needs authorization. CW will approve or deny the request within thirty (30) calendar days.

When special needs are authorized, the provider will be paid retroactively from the date of the special needs request for care provided. If special needs are not authorized, the State will not pay any rate greater than the regular subsidy rate.

The professional documentation verifying the special needs is valid for the period that the professional has identified in their statement, IFSP, IEP, or IHP or for eighteen (18) months if no time period is specified. Providers are not required to show or provide this documentation every time a child is reauthorized for child care. As long as the verifying professional documentation and the provider statement are still current and the family remains eligible for child care, the child will be reauthorized for the special needs rate.

When a consumer with a child with special needs calls to request a change of providers, the continuation of the special needs request will be verbally confirmed. The professional documentation, if still current as described above, will be applicable for the new provider. The new provider will be paid the previous provider's rate for up to thirty (30) calendar days to allow the new provider an opportunity to assess the child's needs in the new environment. Within this thirty (30) calendar day period, the new provider will be responsible for completing and submitting for review a provider statement that explains the need for and requests specialized care in the new child care setting and the costs associated with providing the specialized care.

If the request is received within thirty (30) calendar days and approved, the special needs authorization will continue or be adjusted. If the request is denied, the special needs rate will not continue beyond the thirty (30) day assessment period.

If the request is not received within thirty (30) calendar days, the previous special needs authorization will end after the thirty (30) days, and any new special needs authorization will begin on the date of approval.

The Special Needs categories and rate ranges will be included in a rate appendix. The application and appeals process for the Special Needs rate will be included in Appendix F.

ARTICLE 11
SUBSIDY RATES

11.1 Subsidy Rate Increases

A. Effective July 1, 2025, subsidy base rates for licensed providers shall be at the 85th percentile of the 2024 market rate (See Appendix A.)

Effective July 1, 2025, subsidy rates for FFN Provers shall be four dollars and fifty cents ($4.50) per child per hour.

B. Partial-Day Rate

Effective July 1, 2025 the partial-day rate for licensed child care providers in all regions and for all ages is seventy-five percent (75%) of the full-day rate, if the licensed child care provider provides child care services to the same child during a morning session and an afternoon session and the child care provider is not entitled to payment at the full-day rate. Unless otherwise agreed by the parties, a morning session shall begin at any time of the day and end at 12:00 noon. An afternoon session shall begin one (1) second past 12:00 noon. In no event shall a child care provider be entitled to two (2) half-day rates totaling one hundred fifty percent (150%) of the daily rate.

The partial-day rate is intended to be used primarily for school age children who leave the child care facility to attend school and then return to the children care facility after school ends. It may also be used for a non-school age child to attend pre-school that requires the child to leave and return to the child care facility during the day. It does not apply when a child is merely absent from the child care facility during a regularly scheduled time.

For child care services provided to a school-aged child whose parents have one hundred ten (110) hours or more of approved activity and need less than five (5) hours of care daily, the State will pay the partial-day rate to the provider when the provider claims a partial-day monthly unit for all care provided in the month. Monthly unit authorizations will only be authorized when the child is served by one (1) provider and will be prorated for authorizations that begin or end in mid-month based upon available week days.

For all other children eligible for a partial-day rate, the State will pay partial-day rate when the provider claims one (1) half-day unit plus one (1) quarter day contingency unit for all care provided. If care is five (5) or more hours each day then the State will authorize one (1) full-day unit or two (2) half-day units.

11.2 Infant Pay Differential and Enhanced Toddler Rate

For licensed family child care providers, the infant rate and the enhanced toddler rate shall be the same.

An enhanced toddler is a child age twelve (12) through seventeen (17) months.

Licensed family child care providers are authorized to receive an infant bonus of three hundred dollars ($300) per month per child for children younger than twelve (12) months of age.

11.3 If the legislature approves an increase to the maximum child care rates higher than those in Appendix A during the life of this Agreement, the parties agree to meet and bargain the implementation of that change.

ARTICLE 12
HEALTH CARE

12.1 Coverage

The State agrees to pay monthly contributions on behalf of licensed providers who are entitled to coverage under the terms of this Agreement to the SEIU 775 Multiemployer Health Benefits Trust (referred to as "the Trust") pursuant to the terms and conditions set forth in this Article. Coverage for entitled licensed providers shall begin subsequent to legislative approval and as provided above. The Trust will provide health coverage for an entitled licensed provider, only if the State pays the contribution for that entitled licensed provider in the month prior to the month of benefits coverage. Entitled licensed providers who do not provide written authorization for the required subsidy payment deduction in Section 12.3 shall not receive coverage until they have provided written authorization and the State has timely remitted all contributions.

12.2 Intent

The parties agree that the intent of this Article 12 is to provide health care coverage only to those licensed providers who do not have other health insurance coverage, to the extent permitted by law and pursuant to the terms and conditions set forth in this Article 12.

12.3 Contributions

For the time period from July 1, 2025 through June 30, 2027, the State shall contribute to the Trust an amount per month per entitled licensed provider; this amount will be determined by the Trust. The Trust will notify the State thirty (30) days in advance of what the monthly amount to be contributed for each entitled licensed provider shall be effective July 1, 2025. The total contributions by the State will be no more than eight hundred seventy-eight thousand five hundred dollars ($878,500) per month for fiscal year 2026, and nine hundred twenty-five thousand dollars ($925,000) per month for fiscal year 2027, for all entitled licensed providers excluding the payroll deduction and including the administrative fee deduction described below:

A. The State will make the contribution described above after the entitled licensed provider elects to contribute an amount (premium share) to the Trust. This provider premium share shall not be less than thirty dollars ($30) per month, shall be withheld by the State from the entitled licensed provider's monthly payment and shall be remitted monthly to the Trust by the State. If the provider's monthly payment is less than thirty dollars ($30), the state shall withhold and remit it to the

trust and pay the trust the difference from the dollars referenced above. The State will implement all administrative and legal policies, procedures, and forms to facilitate this contribution as a deduction from the subsidy payments of entitled licensed providers, and shall work with the Union and Trust to reasonably communicate its availability to licensed providers and comply with all applicable laws.

B. An administrative fee of up to four (4) percent for the State to administer the benefit. The State will provide an annual report of all administrative costs. Administration will include, but not be limited to:

1. Communication to all eligible providers regarding health coverage; each month with translated materials in collaboration with the Union.

2. Provider assistance by program administrator using interpretive services (as needed);

3. Eligibility Determination;

4. Timely payments to the Trust;

5. Quarterly labor management committee meetings with the Union to review progress/issues of administering the benefit.

6. List of providers who have premium share deducted.

C. The State will remit to the Trust the licensed provider payment information and other information reasonably required by the Trust to facilitate payment of contributions. The State will determine eligibility as described below.

D. The State shall pay the required contributions and shall send the payment information to the Trust by the twenty-fifth (25th) of each month, for subsidy payments paid in the current month.

E. The Union has been advised by the Trust of the amounts required to fund the current plan of benefits. The contribution amounts set forth herein represent the State contribution obligations during the term of this Agreement. The State shall not be obligated to pay additional or different amounts which might be established by the Trust and its Board of Trustees.

12.4 Benefit Entitlement Criteria

Licensed providers are eligible if:

A. Filled out all required enrollment and eligibility documents;

B. Serve at least one child receiving subsidy at the time of enrollment; and

C. Are not otherwise eligible to receive health care benefits through Medicaid, Medicare, Military, family coverage or other employment based coverage.

Health coverage will be continued if the licensed provider served at least one child on subsidy in four of the last six or two of the last three months and are otherwise eligible to receive coverage. Provider must timely claim their invoice for services by the fifteenth (15th) of each month.

12.5 Indemnify and Hold Harmless

The Trust Fund shall be the policyholder of any insurance plan or health care coverage plan offered by and through the Trust. As the policy holder, the Trust Fund shall indemnify and hold harmless from liability the State, all branches and departments of Washington State government, and the State of Washington, its agents and/or its representatives, from any claims by beneficiaries, health care providers, vendors, insurance carriers or providers covered under this Agreement. No term in this Agreement shall apply to the extent it is prohibited by law.

12.6 Unique Relationship Affirmed

The Trust shall provide the Union with the annual audit of the Trust performed by a certified public audit firm. The Union will make that document available to the State.

12.7 Trust a Separate Entity

The bargaining parties hereby affirm that the Trust is a legally constituted joint labor and management trust fund separate and distinct from the bargaining parties, and is a third party beneficiary to this Agreement. The Trust is not, and shall not be, deemed, regarded or established as a public agency, fund, benefit plan or entity by reason of receipt of public funding pursuant to this Agreement. The State agrees to be bound by the provisions of the Trust's Agreement and Declaration of Trust under the terms outlined in this Agreement.

12.8 Alternative to the SEIU 775 Trust

Should the Trustees of the Trust choose not to accept this Agreement, or the Union choose to pursue other health care provider options, the terms of this Article shall remain in effect with the replacement provider. The parties agree that if the Union elects not to use the SEIU 775 Trust, the parties will meet to discuss the Union's choice for provider health care. *If the Union chooses to use a health care provider other than the SEIU 775 Multiemployer Health Benefits Trust during the term of this Agreement, all references to the Trust in this Agreement will refer to the replacement provider.

In addition, during the life of this Agreement the parties agree to meet and discuss possible options for provider health care through Washington State's Health Insurance Exchange created as a result of the Affordable Care Act.

ARTICLE 13
PROFESSIONAL DEVELOPMENT

13.1 Licensed Family Child Care and Family Friend and Neighbor Providers Professional Development Joint Committee and 501(c)(3) Contract

The State will contract with a 501(c)(3) entity to complete deliverables and activities in Article 13.

A. Joint Committee

1. The established Licensed and FFN Providers Professional Development Joint Committee (Joint Committee), a partnership between the State and the Union, will make recommendations on the program model and the use of funds for providing a program of professional development supports, focused on training and quality improvement to support licensed and FFN providers. The parties agree that the program will prioritize quality by supporting licensed providers' entry and success in Early Achievers.

2. The Joint Committee shall include, at a minimum, representatives of the State and the Union, and may also include additional experts and/or stakeholders as deemed necessary and mutually agreed upon by the parties. Joint Committee voting representatives may not be a contractor for the state.

3. The Joint Committee shall meet no less than quarterly to identify needs and make recommendations to support professional development offered to licensed and FFN providers. Funding for the implementation of the Joint Committee recommendations will be based on the CBA's approved budget and activities.

4. The Joint Committee shall recommend a budget and performance goals to the State for implementation of CBA-identified professional development activities prior to any transmittal of payments to the 501(c)(3) by the State. The State will not reimburse unapproved expenditures.

5. The parties agree that the 501(c)(3) will minimize expenditures and time on administration and maximize expenditures on training and professional development.

6. The State reserves the right to reject any proposals of the Joint Committee; however, the State's approval will not be unreasonably withheld.

B. Contract Services

1. The State shall issue a performance-based contract with the 501 (c)(3) each year of the Agreement to implement the deliverables identified in Sections 13.1 through 13.3.

13.2 State-Approved Training Delivery, and Incentives, and Community Outreach

A. The State will reimburse the 501(c)(3) up to three million seventy-seven thousand three hundred fifty dollars ($3,077, 350.00) for each year of the Agreement to meet contract performance deliverables for State-approved training and incentives. Up to one million three hundred four thousand three hundred fifty dollars ($1,304,350.00) for each year of the agreement may be used to support the Family Child Care Career Development Fund. The Joint Committee will provide recommendations for the Family Child Care Career Development Fund program model, implementation plan and completion incentives.

State-approved training and incentives include, but are not limited to developing and delivering State-approved training and incentives and professional development community outreach. Incentives may be provided within the guidelines below. Providers must have children receiving subsidy in their care at the time of the training, or be authorized to care for children receiving subsidy within ten (10) calendar days of taking the training to qualify for any incentives.

1. All trainers delivering the training described in this Article must be State-approved trainers and must abide by the DCYF Standards of Practice and Professionalism. Trainers must enter all training delivered into the Managed Education and Registry Information Tool (MERIT) and must follow DCYF's training quality assurance expectations.

2. Training delivery shall include State-approved training using State-provided training curriculum and corresponding handouts/PowerPoint presentations, or the State must pre-approve and review all other training materials, including curricula developed by the 501(c)(3) or identified instructional designer, providing feedback for modifications as needed. The State shall provide feedback in a timely manner.

3. Required trainings are trainings mandated by state or federal law or rule. Required trainings for licensed providers include, but may not be limited to: Enhancing Quality of Early Learning, Child Care Basics and CPR, First Aid, or the community based training option. Required trainings for FFNs include, but may not be limited to: Health and Safety Training, CPR, First Aid, and Bloodborne Pathogens Training.

4. Training delivery expenses shall include rental of facilities; payment to State-approved trainers or DCYF-approved training organizations for training delivery and travel in accordance with State reimbursement requirements; contracted instructional design; contracted training delivery; interpretation; translation; and printing training materials for State-approved training delivery. Any training delivery expenses outside of this must be pre-approved by the State in writing.

5. The 501(c)(3) must provide incentives according to the guidance below. Incentives may include materials, resources and supports to encourage

providers to attend State-approved trainings delivered by the 501(c)(3) or to support the recruitment and retention of the workforce.

a. Services must be delivered and materials received prior to requesting reimbursement. Reimbursements for materials purchased must be based on attendance and actual costs and shall not be purchased in advance.

b. Incentives may not include gift cards, food or beverages.

c. The State must pre-approve the menu of training incentives.

d. The State must pre-approve any single incentive over one thousand dollars ($1,000.00).

6. The established 501(c)(3), will have the knowledge and resources necessary to support the delivery of State-approved training and professional development for early learning providers and State-approved trainers that align with state guiding frameworks, including the Core Competencies for Early Learning Professionals, Early Learning Guidelines, Relationship Based Professional Competencies, Guidelines for Culturally Responsive Professional Development and State-Approved Trainer Competencies.

7. STARS hours will be awarded for all qualifying State-approved training and will not be awarded for minimum health and safety trainings in accordance with WACs including but not limited to First Aid, CPR and Food Handling.

13.3 Monitoring and Quality Assurance

A. The Joint Committee will review the 501(c)(3) deliverables and outcomes for effectiveness at the end of each fiscal year. The State and the Union agree that the goal of the program is to use the professional development fund to encourage licensed and FFN provider training and provide effective incentives to improve the quality of care and to administer the program as efficiently as possible.

B. The State will conduct monitoring visits of the 501(c)(3) at least twice during the life of this Agreement and may conduct monitoring visits on a more frequent basis if deemed necessary. The State will provide the 501(c)(3) with three (3) business days' notice prior to a contract monitoring visit. If the 501(c)(3) is found to be repeatedly out of compliance with the terms of this Agreement, the State reserves the right to renegotiate the terms of this Article.

13.4 The 501(c)(3) Administrative Rate

The State will reimburse the 501(c)(3) up to fifteen percent (15%) of the reimbursable expenditures within Article 13.

13.5 State-Administered Professional Development Supports

The State will provide supports to licensed providers to increase professional development access and opportunities to enhance program quality.

A. Professional Development Days

Professional development days are days when providers may close their facility for allowable activities or remain open with coverage using the substitute pool per Article 16.4. Allowable activities include State-approved training or approved Early Achievers rating readiness, professional development or coaching activities. If a licensed provider chooses to remain open, they may access coverage using the substitute pool per Article 16.4. If a licensed provider chooses to close, they may bill for up to five (5) professional development days for each year of the agreement. If a child is scheduled to attend on a day the facility closes for the professional development day, the provider may bill as if the child attended. Any days providers close their facility for training after the five (5) allowed professional development days or for unapproved purposes will be considered closure days.

B. Higher Education Scholarships

Scholarships for higher education shall be made available to LFCC Early Achievers Participants. The State agrees to work with the Joint Committee to inform the scholarship program and career pathways for family child care providers. The State shall prioritize a minimum of one hundred seventy-two thousand and eight hundred dollars ($172,800.00) each year of this Agreement for licensed provider higher education scholarships.

C. State-Approved Training Reimbursement

For licensed providers who need assistance, the State will continue to provide training reimbursement funds totaling up to two-hundred fifty thousand dollars ($250,000.00) each year of this Agreement, at least two hundred fifty dollars ($250.00) per licensed provider to reimburse the cost for State-approved training, which may include the ten (10) required hours per fiscal year. Providers will be reimbursed within sixty (60) days of submitting the required documentation in MERIT. Reimbursements will be provided through MERIT with verified State-approved training data.

D. Subsidy Billing Training

All providers shall complete subsidy billing training at least once during the life of this Agreement, either in-person, mailed packet or in a web-based format. The State shall provide subsidy billing training to providers in every geographic region online, electronically, or at various times (days, evenings and weekends), and in multiple languages. The State shall pay for the cost of delivering the training, but shall not pay for the cost of licensed providers completing the subsidy billing training. The State will reimburse FFN providers who are caring for children receiving subsidy twenty dollars ($20.00) after completing the subsidy billing training.

13.6 Electronic Attendance System

A. The State will provide training on use of the electronic attendance system in-person, online, and via mailed packet in English, Spanish and Somali. For in-person trainings, providers with preferred languages other than English, Spanish or Somali may request that an interpreter be provided during their training.

B. Providers may apply for an exception to rule (ETR) in order to submit their attendance records through a different process.

C. The State may ask providers seeking an ETR to submit documentation from available internet service provider(s) (ISP) verifying limited or no service availability in their location. The State will also consider other limitations or challenges making it difficult to use an electronic attendance system. The State may require providers approved for an ETR to submit their attendance records on a monthly basis.

ARTICLE 14
EARLY ACHIEVERS

14.1 Tiered Reimbursement Rates

A. Licensed family child care providers enrolled in Early Achievers who serve children receiving Working Connections Child Care (WCCC), Seasonal Child Care (SSC), Child Welfare (CW) will receive a two percent (2%) tiered reimbursement incentive on base payments for up to thirty (30) months from the date their initial Early Start Act subsidy timeline begins, in accordance with RCW 43.216.135. By thirty (30) months and one (1) day, the provider must be rated at a Level 3 or higher in order to continue receiving a tiered reimbursement incentive, except for situations as described in 14.1 B below.

B. If a provider is in the rating queue when their thirty (30) month timeline expires, they will continue receiving the tiered reimbursement incentive until their rating is released. Once their rating is released, the State will pay the provider a tiered reimbursement incentive on base payments according to the rate table below.

C. Providers in Early Achievers who achieve Level 2, 3, 3+, 4 or 5 will be paid the following tiered reimbursement rates from July 1, 2025, through June 30, 2027 (See Appendices A-2 through A-6):

Early Achievers Level	Rate
Level 2	Two percent (2%) above the base rate as described in Section 14.1A
Level 3	Twelve percent (12%) above the base rate
Level 3+	Fifteen percent (15%) above the base rate
Level 4	Seventeen percent (17%) above the base rate
Level 5	Twenty percent (20%) above the base rate

Each tiered reimbursement rate includes a percentage increase in subsidy rate over the prevailing base rate at any given time. Any time the base rate increases, the additional quality premium is applied over the higher base rate.

D. Providers can request an extension to their rating milestones. Upon approval, the State will grant additional time prior to rating.

14.2 Quality Improvement Awards

A. Quality Improvement (QI) Awards are annual awards given to providers in Early Achievers rated at Levels 2, 3, 3+, 4, and 5 in each ratings cycle from July 1, 2025 through June 30, 2027.

B. Annual awards shall be provided to any licensed FCCP who serves children receiving subsidy (at least five percent [5%] of their licensed capacity). The Quality Improvement initial and subsequent annual awards shall be sent to the provider in approximately sixty (60) days from the anniversary date of their most recent rating.

C. Each year the State will determine if the provider has met the five percent (5%) qualification, which will include care for children receiving subsidies, including: Working Connections Child care (WCCC), Seasonal Child Care (SCC), Child Welfare (CW) child care programs, Homeless Child Care Program (HCCP), ECLIPSE and Medicare child care programs. Other qualifying programs may include those supported by municipalities, colleges or universities, local school districts, or federally recognized tribal organizations. The State will pay providers the award for each year they meet the qualification.

D. Facilities that re-rate to a higher level during the rating cycle and have already received a QI Award for that year will receive payment for the difference between their former and current levels after the re-rating release date. Total annual QI Award payments will not exceed the amount of the participant's highest rated level for that year.

Early Achievers Level	Rate
Level 2	One thousand dollars ($1,000) per year
Level 3	Two thousand seven hundred and fifty dollars ($2,750) per year
Level 3+	Two thousand seven hundred fifty dollars ($2,750) per year
Level 4	Three thousand dollars ($3,000) per year
Level 5	Three thousand two hundred and fifty dollars ($3,250) per year

14.3 Additional Rating Supports

A. Providers enrolled in Early Achievers who are working toward rating at Level 3 have access to interpretation, coaching support for rating readiness, and support through the process of requesting to be rated, to help them attain a rating of Level 3 or above.

B. The State will send an email communication to all Level 2 providers who have not requested to be rated at least ninety (90) days before the expiration of their tiered reimbursement deadline to inform them of the available supports and approaching deadline.

14.4 Needs Based Grants

A. The State agrees to dedicate up to one million dollars ($1,000,000.00) in year one (1) and up to one million dollars ($1,000,000.00) in year two (2) of the Agreement, for Needs Based Grants of up to one thousand dollars ($1,000.00) per grant for each provider enrolled in Early Achievers. The State and the Union agree to exchange information on a quarterly basis regarding the use of these grants per provider and amount.

B. All providers enrolled in Early Achievers shall be eligible to receive an annual Needs Based Grant. Grants will be available for the purpose of making purchases to improve program quality.

C. Grants may be used to assist with purchasing curriculum and instructional materials, supplies, equipment, focused infant-toddler improvements, environmental improvements, minor renovations to the child care facility, supports and materials or services for care of children with special needs, or other items as identified by the coach.

D. The State and the Union will monitor the funding and meet no later than March of each contract year to discuss the status of Needs Based Grants and available funding.

14.5 Dual Language Designation Award

A. The dual language rate designation award shall be provided to any licensed FCCP who serves children receiving subsidy, is enrolled in Early Achievers, and has received a dual language designation from the Department of Children, Youth and Families.

B. The State agrees to dedicate up to three hundred thousand dollars ($300,000.00) in year one (1) and up to three hundred thousand dollars ($300,000.00) in year two (2) of the Agreement, for dual language designation awards.

C. Allowable uses of the dual language rate designation award include:

1. Wages for individual staff who provide bilingual instruction.

2. The purchase of state-approved dual language and culturally appropriate curricula and related instructional materials or other related expenses.

D. The State shall provide professional development on supporting dual language learners.

14.6 Change of Address and Early Achievers Ratings

A. Providers who move must notify their licensor. If the provider is issued a new license and provider ID as a result of the move, they will be considered a new provider within Early Achievers and subsidy. The provider will need t re-enroll in Early Achievers to access subsidy and tiered reimbursement and their timeline will

be reset unless providers complete their Early Achievers participation history process as stated in 14.6 B.

B. Providers that wish to maintain their previous Early Achievers participation history, including subsidy timeline and rating, must email QRIS@dcyf.wa.gov within thirty (30) days from the first date on the license at the new address. If timely notice is provided then providers will maintain their participation history, including any active ratings, tiered reimbursement rate and QI Awards reinstated and applied to their new license at the new address.

ARTICLE 15
FOOD PROGRAM

15.1 Family, Friends and Neighbors (FFN) child care providers who have been approved for payments from the child care subsidy programs shall have access to the U.S. Department of Agriculture's (USDA) Child and Adult Care Food Program (CACFP) when they care for children in the FFN's residence. Access shall be contingent upon a signed agreement between the FFN provider and a Family Day Care Home Sponsor who has an approved agreement with the Office of the Superintendent of Public Instruction. FFN providers shall comply with all USDA requirements for participation in the CACFP.

The State will provide a list of Family Day Care Home Sponsors for FFN providers to the Union. Access to CACFP is subject to sponsor capacity and the number of providers participating.

ARTICLE 16
HOLIDAYS, ABSENT DAYS, SUBSTITUTE POOL COVERAGE AND CLOSURE DAYS

16.1 Holidays

If licensed providers are closed on the following State-observed holidays, they will be compensated as a day the child attends:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Friday following the Fourth Thursday in November
Christmas Day	December 25

For providers who operate only Monday through Friday: If an eligible holiday is on a Saturday, the Friday before is the eligible holiday. If an eligible holiday is on a Sunday, the following Monday is the eligible holiday.

For providers who operate on the weekends, the actual holiday is the eligible holiday.

Providers may choose to remain open on the actual holiday, and close for the holiday on an alternate day within the same year which contains the official holiday. Providers may not claim two days for one holiday.

16.2 Absent Days

A. The State shall pay the licensed provider for all days the child receiving subsidy is scheduled and authorized for care but is absent.

B. Absent days may be billed only if the subsidized child attended care in the month of service billed for by the licensed provider on a day that falls within the provider's authorized period. Absent days may be billed regardless of the number of half days or full days authorized, however the total number of days billed must not exceed the number of days authorized in the month. For the purpose of this Section, days shall be defined as consecutive twenty-four (24) hour periods. Licensed providers may bill an absent day for more than one (1) authorization within a twenty-four (24) hour period. For children served under the Child Welfare Child Care Program, refer to the provisions of Section 9.4, Planned and Urgent and Unanticipated Terminations – Children's Administration.

16.3 Closure Days

Licensed providers shall not bill for days their child care facility is closed for reasons other than the five (5) professional development days described in Subsection 13.6 A or eligible holidays. For providers claiming a partial-day monthly unit, the provider must call1-800-394-4571 to report closure days.

16.4 Substitute Pool Coverage

A. The State shall provide substitute coverage for family home providers or program staff through the State-administered substitute pool. For each year of this Agreement, licensed providers will be eligible for a minimum of five (5) full days of substitute coverage. After the first quarter, data will be reviewed by the State and the Union, and the parties may discuss options for increasing the number of days available per licensed provider within the available budget.

B. Licensed providers will have access to the substitute pool for additional days not paid by the State, for the purpose of keeping their child care facilities open. The State will determine the most efficient way for providers to pay for the usage of substitutes and will review and discuss the plan with the Union.

ARTICLE 17
STATE RIGHTS

17.1 Core Management Rights

It is understood and agreed by the parties that the State has core management rights. Except to the extent modified by this Agreement, the State reserves exclusively all the inherent rights and authority to manage and operate its facilities and programs. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the State, and the State has the right to decide and implement its decisions regarding such management rights. Economic matters shall continue to be mandatory subjects of bargaining between the parties as provided in RCW 41.56.028(2)(c).

17.2 Rights Reserved to the State

Examples of the rights reserved solely to the State, its agents and officials (and to the extent these rights may be limited by other provisions of this Agreement as expressly provided herein) include, but are not limited to, the right:

A. To operate so as to carry out the statutory mandate of the State;

B. To establish the State's missions, programs, objectives, activities and priorities within the statutory mandates;

C. To plan, direct and control the use of resources, including all aspects of the budget, in order to achieve the State's missions, programs, objectives, activities and priorities; however, this paragraph shall not be interpreted to limit the Union's right to advocate for budget allocations that may be different from what the State may propose;

D. To manage, direct and control all of the State's activities to deliver programs and services;

E. To develop, modify and administer policies, procedures, rules and regulations and determine the methods and means by which operations are to be carried out;

F. To establish qualifications of providers and reasonable standards of accountability except as otherwise limited by this Agreement under Article 13, Professional Development;

G. To make and execute contracts and all other instruments necessary or convenient for the performance of the State's duties or exercise of the State's powers, including contracts with public and private agencies, organizations, corporations or individuals, and to pay them for services rendered or furnished;

H. To determine the management organization, including recruitment, selection, retention and promotion to positions not otherwise covered by this Agreement;

I. To extend, limit or contract out any or all services and/or programs of the State except as otherwise limited under Article 7, Labor/Management Committee Meetings, and specific to contracting out of bargaining unit work;

J. To take whatever actions the State deems necessary to carry out services in an emergency. The State shall be the sole determiner as to the existence of an emergency in keeping with a reasonable and prudent standard;

K. To modify any and all operations and work requirements in order to more efficiently and effectively provide services as a result of any existing and/or new laws, rules and regulatory provisions of state and/or federal origin which may in any way affect the State's ability to provide services;

L. To determine the method, technological means and numbers and kinds of personnel by which operations are undertaken; and

M. To maintain and promote the efficiency of public operations entrusted to the State.

17.3 Non-Inclusive

The above enumerations of State rights are not inclusive and do not exclude other State rights not specified including those duties, obligations or authority provided under RCW 41.56 and RCW 43.216 and to the extent not otherwise expressly limited by this Agreement. The exercise or non-exercise of rights retained by the State shall not be construed to mean that any right of the State is waived.

17.4 Grievable Action

No action taken by the State with respect to a management right shall be subject to a grievance or arbitration procedure or collateral action/suit, unless the exercise thereof violates an express written provision of this Agreement.

17.5 Fulfillment of Statutory Obligation

As provided under RCW 41.56.028, this Agreement expressly reserves the right of the Washington State Legislature to approve or not approve the funds necessary to implement the compensation and benefits provision of this Agreement. In addition, this Agreement expressly reserves the legislature's right to make programmatic modifications to the delivery of State services through child care subsidy programs, including standards of eligibility of parents, legal guardians, and family child care providers participating in child care subsidy programs, and the nature of services provided.

Nothing contained in this Agreement shall be construed as to subtract from, modify or otherwise diminish these rights in any manner, nor diminishing the rights of consumers as described in Article 3, Consumer Rights.

17.6 Duty to Bargain

Nothing contained in this Agreement shall be construed as to diminish the obligation of the parties to discuss and/or negotiate over those subjects appropriate under the law to the extent that the State has lawful control over those subjects. This specifically includes economic compensation; such as the manner and rate of subsidy and reimbursement, including tiered reimbursements; health and welfare benefits; professional development and training; and other economic matters.

ARTICLE 18
TERM OF THE AGREEMENT

18.1 Severability

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority that are not subject to collective bargaining. Should any part of this Agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

18.2 Term of the Agreement

This Agreement shall be effective July 1, 2025, and shall remain in full force and effect until June 30, 2027. The parties shall begin negotiations for a successor agreement no later than May 1, 2026. If no successor Agreement has been reached, or if the legislature has not approved appropriations required to fund the economic provisions of a successor Agreement as of June 30, 2027, all the terms of this Agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one (1) year from the expiration date.

ARTICLE 19
COMPLETE AGREEMENT

19.1 The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are fully set forth in this Agreement. It is further understood that this Agreement fully and completely sets forth all understandings and obligations between the parties, constitutes the entire Agreement between the parties, and both parties in their own behalf and on behalf of their respective members waive any and all claims or demands they have made or could have made for any acts or omissions by either party or their respective members, agents, employees or assigns.

19.2 The Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral or written statement shall add to or supersede any of its provisions unless mutually agreed to by the parties and as otherwise provided for in this Agreement.

ARTICLE 20
EMERGENCY PROVISION

20.1 Consistent with Article 17 nothing in this agreement takes away the State's right to take whatever actions are deemed necessary to carry out the mission of the state and its agencies during emergencies. The State shall be the sole determiner as to the existence of an emergency in keeping with reasonable and prudent standard.

20.2 Family child care providers provide vital child care services to Washington families and communities. It is our interest to promote the health, safety and well-being of children receiving subsidy who are impacted by states of emergency. The state and the Union recognize the significant impacts that states of emergency may have statewide or in individual localities.

20.3 Should a state of emergency be declared in the future, the State and the Union will meet as soon as reasonably possible to discuss the mitigations necessary to address, Health Care and any other economic impacts on family child care providers. There may be emergency or mandated conditions that are outside of the State's control requiring immediate implementation, in which case, the state will notify the Union as soon as possible and satisfy its collective bargaining obligations.

ARTICLE 21
COMPLEX NEEDS FUND, EARLY CHILDHOOD EQUITY GRANTS & TRAUMA INFORMED CARE SUPPORTS

21.1 Complex Needs Fund (CNF)

A. Complex Needs Funds (CNF) are available to support licensed FCCPs and Family, Friend and Neighbor (FFN) serving children who have developmental delays, disabilities, behavioral needs or other unique needs. Complex Needs Fund grants may be used to assist with staffing, programming, therapeutic services, equipment, or technology support.

B. Licensed FCCPs and FFNs will be eligible to apply for the CNFs through an on-line application process using their WA Compass Provider Portal.

C. The State agrees to dedicate up to seven hundred thousand dollars ($700,000.00) in fiscal year one (1) and up to seven hundred thousand dollars ($700,000.00) in fiscal year two (2) of the agreement, for the Complex Needs Fund grants. Grant award may vary based on the number and type of grant application received.

21.2 Early Childhood Equity Grants

A. Equity grants are intended to serve as a step toward greater access, diversity, and inclusion in Washington's early learning system.

B. Licensed FCCPs and FFNs are eligible to receive an equity grant once every two years. At the time of application, the licensed FCCPs and FFNs must demonstrate their proposed uses of the equity grant funds to incorporate either inclusive practices or culturally and linguistically supportive and relevant practices, or both, into their early learning program, design, delivery, education, training, and evaluation.

C. Equity grant funds will prioritize Black, Indigenous, and people of color (BIPOC) providers and providers serving BIPOC children to advance and inspire practices that promote inclusive and culturally responsive learning, environments and enhanced language access.

D. The State agrees to dedicate up to seven hundred thousand ($700,000.00) in fiscal year one (1) and up to seven hundred thousand ($700,000.00) in fiscal year two (2) of the agreement, for Early Childhood Equity Grants. A licensed FCCP and FFN may apply for and receive an Early Childhood Equity Grant one-time every two fiscal years. Grant award may vary based on the number and type of grant applications received.

21.3 State- Approved Trauma-Informed Care Supports

A. Trauma-Informed Care supports shall be available to licensed FCCPs and FFN providers serving children receiving subsidy.

B. The State agrees to dedicate up to four hundred and fifty thousand dollars ($450,000.00) in fiscal year one (1) and up to four hundred and fifty thousand dollars ($450,000.00) in year two (2) of the agreement, for trauma informed care supports.

C. The State will provide trauma informed care support as follows:

1. An award to the licensed FCCP or FFN provider who has an infant and early childhood mental health or other child development specialty credential,

2. Training on and access to screening tools and assessment materials, and

3. Professional development on Trauma-Informed Care.

21.4 Language Access and Technical Support

The State will provide technical assistance to the licensed FCCP and FFN in their primary language to ensure they are able to access funding applications and supports described in this Article.

APPENDIX A-1
LICENSED FAMILY CHILD CARE PROVIDERS MAXIMUM CHILD CARE BASE RATES
Effective July 1, 2025 through June 30, 2027

Base Rates					
	Infants (Birth-11 mos)	**Enhanced Toddlers (12-17 mos)**	**Toddlers (18-29 mos)**	**Preschool (30 mos – 5 yrs)**	**School-age (5 – 12 yrs)**
Region 1					
Monthly	$1,300.00	$1,320.00	$1,320.00	$1,125.08	$1,320.00
School year Monthly					$1,065.00
Full-Day	$60.00	$60.00	$60.00	$51.14	$60.00
Half-Day	$30.00	$30.00	$30.00	$25.57	$30.00
Partial Day	$45.00	$45.00	$45.00	$38.36	$$45.00
Spokane					
Monthly	$1,232.00	$1,232.00	$1,210.00	$1,100.00	$1,100.00
School year Monthly					$887.50
Full-Day	$56.00	$56.00	$55.00	$50.00	$50.00
Half-Day	$28.00	$28.00	$27.50	$25.00	$25.00
Partial Day	$42.00	$42.00	$41.75	$37.50	$37.50
Region 2					
Monthly	$1,760.00	$1,760.00	$1,600.06	$1,400.08	$1,100.00
School year Monthly					$887.50
Full-Day	$80.00	$80.00	$72.73	$63.64	$50.00
Half-Day	$40.00	$40.00	$36.37	$31.82	$25.00
Partial Day	$60.00	$60.00	$54.55	$47.73	$37.50
Region 3					
Monthly	$1,804.00	$1,804.00	$1,699.94	$1,540.00	$1,650.00
School year Monthly					$1,331.25
Full-Day	$82.00	$82.00	$77.27	$70.00	$75.00
Half-Day	$41.00	$41.00	$38.64	$35.00	$37.50
Partial Day	$61.50	$61.50	$57.95	$52.50	$56.25
Region 4					
Monthly	$2,124.10	$2,124.10	$2,166.78	$1,980.00	$1,733.38
School year Monthly					$1,398.48
Full-Day	$96.55	$96.55	$98.49	$90.00	$78.79
Half-Day	$48.28	$48.28	$49.25	$45.00	$39.40
Partial Day	$72.41	$72.41	$73.87	$67.50	$59.09
Region 5					

Monthly	$2,000.02	$2,000.02	$1,540.00	$1,430.00	$1,083.28
School year Monthly					$874.01
Full-Day	$90.91	$90.91	$70.00	$65.00	$49.24
Half-Day	$45.46	$45.46	$35.00	$32.50	$24.62
Partial Day	$68.18	$68.18	$52.50	$48.75	$36.93
Region 6					
Monthly	$2,000.02	$2,000.02	$1,516.68	$1,400.08	$1,516.68
School yearMonthly					$1,223.77
Full-Day	$90.91	$90.91	$68.94	$63.64	$68.94
Half-Day	$45.46	$45.46	$34.47	$31.82	$34.47
Partial Day	$68.18	$68.18	$51.71	$47.73	$51.71

APPENDIX A-2
LICENSED FAMILY CHILD CARE PROVIDERS MAXIMUM CHILD CARE RATES
TIERED REIMBURSEMENT – EARLY ACHIEVERS LEVEL 2
Effective July 1, 2025 through June 30, 2027

Early Achievers Level 2 (2% above Base Rate)					
	Infants (Birth-11 mos)	**Enhanced Toddlers (12-17 mos)**	**Toddlers (18-29 mos)**	**Preschool (30 mos – 5 yrs)**	**School-age (5 – 12 yrs)**
Region 1					
Monthly	$1,346.40	$1,346.40	$1,346.40	$1,147.58	$1,346.40
School year Monthly					$1,086.30
Full-Day	$61.20	$61.20	$61.20	$52.16	$61.20
Half-Day	$30.60	$30.60	$30.60	$26.08	$30.60
Partial Day	$45.90	$45.90	$45.90	$39.13	$45.90
Spokane					
Monthly	$1,256.64	$1,256.64	$1,234.20	$1,122.00	$1,122.00
School year Monthly					$905.25
Full-Day	$57.12	$57.12	$56.10	$51.00	$51.00
Half-Day	$28.56	$28.56	$28.05	$25.50	$25.50
Partial Day	$42.84	$42.84	$42.08	$38.25	$38.25
Region 2					
Monthly	$1,795.20	$1,795.20	$1,632.06	$1,428.08	$1,122.00
School year Monthly					$905.25
Full-Day	$81.60	$81.60	$74.18	$64.91	$51.00
Half-Day	$40.80	$40.80	$37.10	$32.46	$25.50
Partial Day	$61.20	$61.20	$55.64	$48.68	$38.25
Region 3					
Monthly	$1,840.08	$1,840.08	$1,733.94	$1,570.80	$1,683.00

School yearMonthly					$1,357.88
Full-Day	$83.64	$83.64	$78.82	$71.40	$76.50
Half-Day	$41.82	$41.82	$39.41	$35.70	$38.25
Partial Day	$62.73	$62.73	$59.11	$53.55	$57.38
Region 4					
Monthly	$2,166.58	$2,166.58	$2,210.12	$2,019.60	$1,768.05
School year Monthly					$1,426.45
Full-Day	$98.48	$98.48	$100.46	$91.80	$80.37
Half-Day	$49.25	$49.25	$50.24	$45.90	$40.19
Partial Day	$73.86	$73.86	$75.35	$68.85	$60.27
Region 5					
Monthly	$2,040.02	$2,040.02	$1,570.80	$1,458.60	$1,104.95
School yearMonthly					$891.49
Full-Day	$92.73	$92.73	$71.40	$66.30	$50.22
Half-Day	$46.37	$46.37	$35.70	$33.15	$25.11
Partial Day	$69.54	$69.54	$53.55	$49.73	$37.67
Region 6					
Monthly	$2,040.02	$2,040.02	$1,547.01	$1,428.08	$1,547.01
School yearMonthly					$1,248.25
Full-Day	$92.73	$92.73	$70.32	$64.91	$70.32
Half-Day	$46.37	$46.37	$35.16	$32.46	$35.16
Partial Day	$69.54	$69.54	$52.74	$48.68	$52.74

APPENDIX A-3
LICENSED FAMILY CHILD CARE PROVIDERS MAXIMUM CHILD CARE RATES
TIERED REIMBURSEMENT – EARLY ACHIEVERS LEVEL 3
Effective July 1, 2025through June 30, 2027

Early Achievers Level 3 (12% above Base Rate)					
	Infants	**Enhanced**	**Toddlers**	**Preschool**	**School-age**
	(Birth-11 mos)	**Toddlers (12-17 mos)**	**(18-29 mos)**	**(30 mos – 5 yrs)**	**(5 – 12 yrs)**
Region 1					
Monthly	$1,478.40	$1,478.40	$1,478.40	$1,260.09	$1,478.40
School Year Monthly					$1,192.80
Full-Day	$67.20	$67.20	$67.20	$57.28	$67.20
Half-Day	$33.60	$33.60	$33.60	$28.64	$33.60
Partial Day	$50.40	$50.40	$50.40	$42.96	$50.40
Spokane					
Monthly	$1,379.84	$1,379.84	$1,355.20	$1,232.00	$1,232.00

School yearMonthly					$994.00
Full-Day	$62.72	$62.72	$61.60	$56.00	$56.00
Half-Day	$31.36	$31.36	$30.80	$28.00	$28.00
Partial Day	$47.04	$47.04	$46.20	$42.00	$42.00
Region 2					
Monthly	$1,971.20	$1,971.20	$1,792.07	$1,568.09	$1,232.00
School yearMonthly					$994.00
Full-Day	$89.60	$89.60	$81.46	$71.28	$56.00
Half-Day	$44.80	$44.80	$40.73	$35.64	$28.00
Partial Day	$67.20	$67.20	$61.10	$53.46	$42.00
Region 3					
Monthly	$2,020.48	$2,020.48	$1,903.93	$1,724.80	$1,848.00
School year Monthly					$1,491.00
Full-Day	$91.84	$91.84	$86.54	$78.40	$84.00
Half-Day	$45.92	$45.92	$43.28	$39.20	$42.00
Partial Day	$68.88	$68.88	$64.90	$58.80	$63.00
Region 4					
Monthly	$2,378.99	$2,378.99	$2,426.79	$2,217.60	$1,941.39
School yearMonthly					$1,566.30
Full-Day	$108.14	$108.14	$110.31	$100.80	$88.24
Half-Day	$54.07	$54.07	$55.16	$50.40	$44.13
Partial Day	$81.10	$81.10	$82.73	$75.60	$66.18
Region 5					
Monthly	$2,240.02	$2,240.02	$1,724.80	$1,601.60	$1,213.27
School Year Monthly					$978.89
Full-Day	$101.82	$101.82	$78.40	$72.80	$55.15
Half-Day	$50.92	$50.92	$39.20	$36.40	$27.57
Partial Day	$76.36	$76.36	$58.80	$54.60	$41.36
Region 6					
Monthly	$2,240.02	$2,240.02	$1,698.68	$1,568.09	$1,698.68
School YearMonthly					$1,370.62
Full-Day	$101.82	$101.82	$77.21	$71.28	$77.21
Half-Day	$50.92	$50.92	$38.61	$35.64	$38.61
Partial Day	$76.36	$76.36	$57.92	$53.46	$57.92

APPENDIX A-4
LICENSED FAMILY CHILD CARE PROVIDERS MAXIMUM CHILD CARE RATES
TIERED REIMBURSEMENT – EARLY ACHIEVERS LEVEL 3+
Effective July 1, 2025 through June 30, 2027

Early Achievers Level 3+ (15% above Base Rate)					
	Infants	**Enhanced**	**Toddlers**	**Preschool**	**School-age**
	(Birth-11 mos)	**Toddlers (12-17 mos)**	**(18-29 mos)**	**(30 mos – 5 yrs)**	**(5 – 12 yrs)**
Region 1					
Monthly	$1,518.00	$1,518.00	$1,518.00	$1,293.84	$1,518.00
School YearMonthly					$1,224.75
Full-Day	$69.00	$69.00	$69.00	$58.81	$69.00
Half-Day	$34.50	$34.50	$34.50	$29.41	$34.50
Partial Day	$51.75	$51.75	$51.75	$44.11	$51.75
Spokane					
Monthly	$1,416.80	$1,416.80	$1,391.50	$1,265.00	$1,265.00
School Year Monthly					$1,020.63
Full-Day	$64.40	$64.40	$63.25	$57.50	$57.50
Half-Day	$32.20	$32.20	$31.63	$28.75	$28.75
Partial Day	$48.30	$48.30	$47.44	$43.13	$43.13
Region 2					
Monthly	$2,024.00	$2,024.00	$1,840.07	$1,610.09	$1,265.00
School Year Monthly					$1,020.63
Full-Day	$92.00	$92.00	$83.64	$73.19	$57.50
Half-Day	$46.00	$46.00	$41.83	$36.59	$28.75
Partial Day	$69.00	$69.00	$62.73	$54.89	$43.13
Region 3					
Monthly	$2,074.60	$2,074.60	$1,954.93	$1,771.00	$1,897.50
School Year Monthly					$1,530.94
Full-Day	$94.30	$94.30	$88.86	$80.50	$86.25
Half-Day	$47.15	$47.15	$44.44	$40.25	$43.13
Partial Day	$70.73	$70.73	$66.64	$60.38	$64.69
Region 4					
Monthly	$2,442.72	$2,442.72	$2,491.80	$2,277.00	$1,993.39
School Year Monthly					$1,608.25
Full-Day	$111.03	$111.03	$113.26	$103.50	$90.61
Half-Day	$55.52	$55.52	$56.64	$51.75	$45.31
Partial Day	$83.27	$83.27	$84.95	$77.63	$67.95
Region 5					

Monthly	$2,300.02	$2,300.02	$1,771.00	$1,644.50	$1,245.77
School year Monthly					$1,005.11
Full-Day	$104.55	$104.55	$80.50	$74.75	$56.63
Half-Day	$52.28	$52.28	$40.25	$37.38	$28.31
Partial Day	$78.41	$78.41	$60.38	$56.06	$42.47
Region 6					
Monthly	$2,300.02	$2,300.02	$1,744.18	$1,610.09	$1,744.18
School Year Monthly					$1,407.34
Full-Day	$104.55	$104.55	$79.28	$73.19	$79.28
Half-Day	$52.28	$52.28	$39.64	$36.59	$39.64
Partial Day	$78.41	$78.41	$59.47	$54.89	$59.47

APPENDIX A-5
LICENSED FAMILY CHILD CARE PROVIDERS MAXIMUM CHILD CARE RATES
TIERED REIMBURSEMENT – EARLY ACHIEVERS LEVEL 4
Effective July 1, 2025 through June 30, 2027

Early Achievers Level 4 (17% above Base Rate)					
	Infants (Birth-11 mos)	**Enhanced Toddlers (12-17 mos)**	**Toddlers (18-29 mos)**	**Preschool (30 mos – 5 yrs)**	**School-age (5 – 12 yrs)**
Region 1					
Monthly	$1,544.40	$1,544.40	$1,544.40	$1,316.34	$1,544.40
School Year Monthly					$1,246.05
Full-Day	$70.20	$70.20	$70.20	$59.83	$70.20
Half-Day	$35.10	$35.10	$35.10	$29.92	$35.10
Partial Day	$52.65	$52.65	$52.65	$44.88	$52.65
Spokane					
Monthly	$1,441.44	$1,441.44	$1,415.70	$1,287.00	$1,287.00
School Year Monthly					$1,038.38
Full-Day	$65.52	$65.52	$64.35	$58.50	$58.50
Half-Day	$32.76	$32.76	$32.18	$29.25	$29.25
Partial Day	$49.14	$49.14	$48.26	$43.88	$43.88
Region 2					
Monthly	$2,059.20	$2,059.20	$1,872.07	$1,638.09	$1,287.00
School Year Monthly					$1,038.38
Full-Day	$93.60	$93.60	$85.09	$74.46	$58.50
Half-Day	$46.80	$46.80	$42.55	$37.23	$29.25
Partial Day	$70.20	$70.20	$63.82	$55.84	$43.88
Region 3					
Monthly	$2,110.68	$2,110.68	$1,988.93	$1,801.80	$1,930.50

School Year Monthly					$1,557.56
Full-Day	$95.94	$95.94	$90.41	$81.90	$87.75
Half-Day	$47.97	$47.97	$45.21	$40.95	$43.88
Partial Day	$71.96	$71.96	$67.80	$61.43	$65.81
Region 4					
Monthly	$2,485.20	$2,485.20	$2,535.13	$2,316.60	$2,028.05
School Year Monthly					$1,636.22
Full-Day	$112.96	$112.96	$115.23	$105.30	$92.18
Half-Day	$56.49	$56.49	$57.62	$52.65	$46.10
Partial Day	$84.72	$84.72	$86.43	$78.98	$69.14
Region 5					
Monthly	$2,340.02	$2,340.02	$1,801.80	$1,673.10	$1,267.44
School Year Monthly					$1,022.59
Full-Day	$106.36	$106.36	$81.90	$76.05	$57.61
Half-Day	$53.19	$53.19	$40.95	$38.03	$28.81
Partial Day	$79.77	$79.77	$61.43	$57.04	$43.21
Region 6					
Monthly	$2,340.02	$2,340.02	$1,774.52	$1,638.09	$1,774.52
School Year Monthly					$1,431.81
Full-Day	$106.36	$106.36	$80.66	$74.46	$80.66
Half-Day	$53.19	$53.19	$40.33	$37.23	$40.33
Partial Day	$79.77	$79.77	$60.50	$55.84	$60.50

APPENDIX A-6
LICENSED FAMILY CHILD CARE PROVIDERS MAXIMUM CHILD CARE RATES
TIERED REIMBURSEMENT – EARLY ACHIEVERS LEVEL 5
Effective July 1, 2025 through June 30, 2027

Early Achievers Level 5 (20% above Base Rate)					
	Infants	**Enhanced**	**Toddlers**	**Preschool**	**School-age**
	(Birth-11 mos)	**Toddlers (12-17 mos)**	**(18-29 mos)**	**(30 mos – 5 yrs)**	**(5 – 12 yrs)**
Region 1					
Monthly	$1,584.00	$1,584.00	$1,584.00	$1,350.10	$1,584.00
Summer Monthly					$1,278.00
Full-Day	$72.00	$72.00	$72.00	$61.37	$72.00
Half-Day	$36.00	$36.00	$36.00	$30.68	$36.00
Partial Day	$54.00	$54.00	$54.00	$46.03	$54.00
Spokane					
Monthly	$1,478.40	$1,478.40	$1,452.00	$1,320.00	$1,320.00

School Year Monthly					$1,065.00
Full-Day	$67.20	$67.20	$66.00	$60.00	$60.00
Half-Day	$33.60	$33.60	$33.00	$30.00	$30.00
Partial Day	$50.40	$50.40	$49.50	$45.00	$45.00
Region 2					
Monthly	$2,112.00	$2,112.00	$1,920.07	$1,680.10	$1,320.00
School Year Monthly					$1,065.00
Full-Day	$96.00	$96.00	$87.28	$76.37	$60.00
Half-Day	$48.00	$48.00	$43.64	$38.18	$30.00
Partial Day	$72.00	$72.00	$65.46	$57.28	$45.00
Region 3					
Monthly	$2,164.80	$2,164.80	$2,039.93	$1,848.00	$1,980.00
School Year Monthly					$1,597.50
Full-Day	$98.40	$98.40	$92.72	$84.00	$90.00
Half-Day	$49.20	$49.20	$46.37	$42.00	$45.00
Partial Day	$73.80	$73.80	$69.54	$63.00	$67.50
Region 4					
Monthly	$2,548.92	$2,548.92	$2,600.14	$2,376.00	$2,080.06
School Year Monthly					$1,678.18
Full-Day	$115.86	$115.86	$118.19	$108.00	$94.55
Half-Day	$57.94	$57.94	$59.10	$54.00	$47.28
Partial Day	$86.89	$86.89	$88.64	$81.00	$70.91
Region 5					
Monthly	$2,400.02	$2,400.02	$1,848.00	$1,716.00	$1,299.94
School Year Monthly					$1,048.81
Full-Day	$109.09	$109.09	$84.00	$78.00	$59.09
Half-Day	$54.55	$54.55	$42.00	$39.00	$29.54
Partial Day	$81.82	$81.82	$63.00	$58.50	$44.32
Region 6					
Monthly	$2,400.02	$2,400.02	$1,820.02	$1,680.10	$1,820.02
School Year Monthly					$1,468.52
Full-Day	$109.09	$109.09	$82.73	$76.37	$82.73
Half-Day	$54.55	$54.55	$41.36	$38.18	$41.36
Partial Day	$81.82	$81.82	$62.05	$57.28	$62.05

APPENDIX B
FAMILY, FRIENDS AND NEIGHBORS PROVIDERS (FFN) RATES
Effective July 1, 2025 through June 30, 2027

Rates	
2025-2027	
Child needing most hours of care	$4.50 per hour
Additional children	$4.50 per child per hour

APPENDIX C
SUBSIDY PROGRAMS COVERED BY THE COLLECTIVE BARGAINING AGREEMENT

The Agreement covers the following child care subsidy programs:

1. Working Connections Child Care
2. Seasonal Child Care
3. Child Welfare Child Care which includes child care authorized under:

    - Child protective services;
    - Child welfare services; and
    - Employed foster parent.

The parties agree to meet and discuss any new or successor child care subsidy programs administered by the Department of Children, Youth, and Families and their status under the Collective Bargaining Agreement as outlined in RCW 41.56.

APPENDIX D
RESOURCES

This appendix supports providers with navigating the Collective Bargaining Agreement. See below for resources to help you access services.

Child Care Subsidy and Payment – Provider Resources		
The resources below support providers in topics related to subsidy payments, billing, and accounting.		
Resource	**Purpose**	**Contact Information**
Child Care Subsidy Program (CCSP) Contact Center Provider Line	Providers (licensed and FFN) can contact the Child Care Program (CCSP) Subsidy Contact Center Provider Line to understand more about applications, billing, or payment. • Application questions • Confirm billing (hours, units, rates) • Report a mistake on a current authorization • Request Special Needs (SN) Rate • Inquire about an overpayment received from services provided to CCSP parents • Inquire about an administrative hearing request filed with The Office of Financial Recovery (OFR). (Requests must be made to OFR and OFR sends this request to the administrative hearing team) • Inquire about Cost of Care Rate Enhancement payment	Phone: (800) 394-4571 Email: providerhelp@dcyf.wa.gov Language: English and interpretation available in all languages Hours: 8am-5pm, M-F Email for administrative hearing requests: ccsphearingteam@dcyf.wa.gov
Working Connections Information Phone (WCIP)	Providers can contact the WCIP to check on the family's: • Authorization • Copayment • Case status • Effective dates of coverage	Phone: (866) 218-3244 Language: English and Spanish Hours: Automated access is available twenty-four (24) hours a day

	Information is only available after the case has been processed. If the parent's eligibility has not been determined, the information will not be available on the WCIP.	
DCYF Quality Assurance (QA) Team	Providers can contact DCYF QA for: • Subsidy Overpayments • Audits Providers may receive overpayments from different departments. It is important to review the overpayment notice for the correct contact information.	Phone: (360) 725-4677 Email: SubsidyAudit@dcyf.wa.gov Language: English and interpretation available in all languages Address: DCYF Subsidy Audit Team P.O. Box 40970 Olympia, WA 98504-0970
Social Service Payment System (SSPS)	Providers can visit the SSPS webpage to find the following information: • Sign up for direct deposit • Learn to submit an invoice • Information on tax earning forms • Invoice calendar with child care authorization cut off dates • Wage verification and W4 information http://www.dcyf.wa.gov/services/ssps/ Providers can use Invoice Express to submit a SSPS Service Invoice for child care payment using a touch-tone phone.	SSPS Customer Service Phone: (360) 664-6161 SSPS Customer Service Email: dshs_sspsmail@dcyf.wa.gov Invoice Express Phone: (888) 461-8855 Languages: English and Spanish Hours: Automated access is available twenty-four (24) hours a day
Remittance Advice	Providers will be mailed a record of DCYF payments (called Remittance Advice) that includes a list of deductions that can be used for tax purposes, including any union dues. If a person or company wants to verify your income, you may provide them with the remittance advice.	To request an "evidence of income", send your request in writing to: SSPS Attn: Evidence of Income P.O. Box 45812 Olympia, WA 98504-5812 For Wage Verification Phone: (360) 664-6103 Languages: English

	If you need something in addition to the remittance advice, you can request an "evidence of income" form from DCYF.	Email: sspsvoe@dshs.wa.gov
Department of Social and Health Services Office of Fraud and Accountability (OFA)	Providers may contact the Office of Fraud and Accountability (OFA) regarding overpayments and audits if they are notified that OFA is handling an overpayment or audit.	Phone: (253) 983-6769 Address: P.O. Box 48517 Olympia, WA 98504
Department of Social and Health Services Office of Financial Recovery (OFR)	The Office of Financial Recovery (OFR) is responsible for billing and collections of debts due to DSHS/DCYF from providers who provide services to the department or DSHS/DCYF clients. Providers can contact OFR about: • Payment arrangements for debts owed. • Collections such as garnishments. • Overpayment amounts and the collection of the overpayment. • Requesting a hearing to dispute an overpayment. Before requesting a dispute: • Check for understanding on how the overpayment calculation was made. You can contact the CCSP Provider Line (800) 394-4571) to get questions answered about the calculation. Steps to dispute an overpayment by requesting a hearing through OFR: • Provider sends request by certified mail return receipt (or another way that proves OFR received the request) within 28 days of receiving the	Phone: (800) 562-6114; (360) 664-5700 or TTY (800) 833-6388 Address: P.O. Box 9501 Olympia, WA 98507-9501

	overpayment notice from the State. • Provider includes a copy of the overpayment notice. • Provider includes a statement about why the overpayment notice is incorrect.	
Child Care Subsidy and Payment – Family Resources		
The resources below support families in topics related to subsidy applications and payments.		
Resource	**Purpose**	**Contact Information**
Child Care Subsidy Program (CCSP) Contact Center Consumer Line	Clients can contact the Child Care Subsidy Program (CCSP) Contact Center consumer line to: • Apply for Child Care Subsidies. • Check the status of CCSP Applications. • Other case actions such as review or report changes.	Telephone: (844) 626-8687 Hours: 8am-5pm M-F Language: English/Spanish and interpretation available in all languages Fax: (877) 309-9747 Address: Department of Children, Youth, and Families Child Care Subsidy Contact Center P.O. Box 11346 Tacoma, WA 98411-9903
Answer Phone for Families	Families can use the Answer Phone to check on the status of their CCSP cases. Providers can encourage families to call and check on the status of their cases.	Phone: (844) 626-8687 choose the self-help option) Families can apply online at: www.washingtonconnection.com
Professional Development and Quality Care – Provider Resources		
The resources below support providers in accessing opportunities to complete training, receive training incentives and other workforce supports, and access resources for Washington's Quality Recognition and Improvement System.		
Resource	**Purpose**	**Contact Information**
Subsidy Billing Training	Providers complete this training to help them understand how to accurately bill for subsidy.	Search MERIT to find training opportunities. Type "subsidy billing" as the training title. http://apps.dcyf.wa.gov/MERIT/Search
The Imagine Institute	The Imagine Institute is a training organization that offers required and	Phone: (206) 492-5249 www.imaginewa.org

	in-service training and other workforce supports including but not limited to initial certificates, training incentives, mentorship, and substitute pool access.	
Washington State Child Care Aware	Providers can find resources to build their knowledge, skills and business.	https://childcareawarewa.org/
Early Achievers Quality Recognition and Improvement System	Providers can access resources to help provide quality care that supports each child's development.	Phone: (866) 922-7629 Email: QRIS@dcyf.wa.gov http://www.dcyf.wa.gov/services/early-learning-providers/early-achievers
Business Support – Provider Resources		
The resources below support providers with business supports such as tax questions, healthcare, and the food program.		
Resource	**Purpose**	**Contact Information**
DCYF Tax Desk	Providers can contact the Tax Desk if they need a replacement copy of their 1099/W-2. • Federal income taxes are not withheld from your DCYF payment. • The income you receive from DCYF is reported to the Internal Revenue Service (IRS). • You may receive a W-2 form for income tax purposes. If you have tax questions, please contact the IRS.	Phone: (833) 725-3502 Email: dcyf.taxreporting@dcyf.wa.gov https://www.dcyf.wa.gov/services/ssps/tax-info
Health Care Coverage for Licensed Providers	Providers can contact DCYF Child Care Health Benefits office by phone or email to get questions answered about eligibility, enrollment, and other similar topics.	Phone: (360) 407-1960 Email: dcyf.healthcare@dcyf.wa.gov https://www.dcyf.wa.gov/services/ssps/childcarehealthbenefits
Child Care Food Program	The U.S. Department of Agriculture's Child and Adult Care Food Program provides federal	Contact the Office of Superintendent of Public Instruction Phone: (360) 725-6206, (866) 328-6325 or TTY (360) 664-3631.

	funds to serve nutritious meals and snacks. Providers may be eligible for the program when they are approved by DCYF to care for children in their own home.	http://www.k12.wa.us/ChildNutrition/Programs/CACFP/default.aspx
DCYF Electronic Attendance System (EAS)	Providers can contact the DCYF Electronic Attendance Service Desk for questions or assistance, or visit the EAS webpage to review information regarding system requirements as well as other resources related to electronic attendance.	EAS Service Desk Phone: (844) 704-6777 Languages: English and interpretation available in all languages Email: Eas.servicedesk@dcyf.wa.gov https://www.dcyf.wa.gov/services/early-learning-providers/electronic-attendance-system
DCYF Grants	Providers can learn the status of a grant application, or where to find information on opportunities by email or accessing information online.	DCYF Grants Email: dcyf.childcaregrants@dcyf.wa.gov https://www.dcyf.wa.gov/services/early-learning-providers/child-care-grants
General Support – Provider Resources		
The resources below support providers with additional topics not outlined above.		
Resource	**Purpose**	**Contact Information**
DCYF Website	Providers can find information on DCYF's website on the following: • Child care subsidies and rules • Early learning background checks • Electronic Attendance • Ways to support healthy child development • ECEAP and Head Start • Early Achievers • MERIT • Scholarships	www.dcyf.wa.gov
DCYF License Exempt Team	Providers can contact the License Exempt team for questions and support regarding the FFN approval process.	Phone: 1-866-482-4325, option 8 Email: dcyf.ffn@dcyf.wa.gov

DCYF Background Check Unit	Providers can contact DCYF's background check unit for support with completing an early learning background check.	Phone: 1-866-482-4325, option 3 Email: backgroundcheck@dcyf.wa.gov
DCYF Constituent Relations	Constituent Relations provides a fair and courteous process for resolving and responding to constituent complaints or concerns about child welfare cases, foster homes, and child care programs. Constituent Relations also provides information about DCYF programs, policies, services, the dependency process, foster care licensing, child care licensing, and contracts.	Phone: (360) 902-8060 or (800) 723-4831 Email: ConstRelations@dcyf.wa.gov
SEIU 925 Member Resource Center	Providers can contact the member resource center for question regarding your SEIU contract, SEIU meetings and workshops, or representation in your area, or if you need other resources or would like to file a grievance.	Phone: (877) 734-8673
Washington Connection	Providers can access the Washington Connection (WaConn) Webpage to find and allow families to apply for additional programs to assist families in Washington.	https://www.washingtonconnection.org/
Washington Administrative Code	Providers can review the DCYF and DCYF CCSP Washington Administrative Codes (WAC) to review the rules and regulations related to various DCYF topics.	DCYF: https://apps.leg.wa.gov/WAC/default.aspx?cite=110 DCYF CCSP: http://apps.leg.wa.gov/WAC/defadsult.aspx?cite=110-15

APPENDIX E
UNDERPAYMENT PROCESS

Working Connections Child Care (WCCC)
If an underpayment will occur due to an error on an invoice, the invoice should be claimed, and the provider must call the Provider Help Line at (800) 394-4571 or email providerhelp@dshs.wa.gov to report the shortage in units, rate, or missing client(s). After the correction is made, the additional units will appear on the next supplemental or regular invoice, whichever is available sooner.

If an underpayment occurs due to an error when claiming the invoice, the provider must call the Provider Help Line at (800) 394-4571 and request a payment adjustment. Once the claim error is researched and confirmed, a payment adjustment form will be submitted to the Social Service Payment System (SSPS) by the case worker or fiduciary. SSPS will then process the payment adjustment for the under-claimed units.

Child Welfare (CW)
If an underpayment occurs, the provider must contact the Child Welfare fiduciary at the local office(s).

See Appendix D, "Resources," for overpayment notices.

APPENDIX F
SPECIAL NEEDS RATE REQUESTS
FOR LICENSED FAMILY HOMES & FFN

Request Process
Consumers may request additional subsidy rates above the base rate to offset additional costs charged by providers to care for children with special needs. The special needs rate is for care provided beyond the care required for the child's normal daily routine.

The consumer may initiate a request for special needs rate by contacting the State. The State will request supporting documentation including:

A. DCYF Special Needs Request Form completed by the provider;

B. DCYF Special Needs Request Form completed by the consumer;

C. Medical documentation from an approved medical professional that includes one or more of the following:

   1. Medical or psychological reports from a mental health professional;

   2. Medical reports or statements from a medical health professional;

   3. Individualized education plan (IEP);

   4. Individual health plan (IHP);

   5. Individual family service plan (IFSP);

   6. Basic health records from the health care provider; or

   7. Comprehensive assessments from a mental health professional.

D. For one-on-one care, the name of the person providing the care.

Depending on the level of care requested and supported by the above documentation, the State may approve a Level 1 or Level 2 special needs rate. The state considers Level 1 requests without review by the Special Needs Panel. The Special Needs Panel reviews all Level 2 requests.

The state makes the special needs rate determination within fifteen (15) days of initial request and will give the provider and consumer notice of the determination within fourteen (14) days of the determination.

Reconsideration Process
Consumers and providers may contact the State to discuss rate determinations or denials. The State may reconsider the rate determination or denial if the consumer or provider submits additional documentation.

Providers may contact the Provider Line at (800) 394-4571.

Consumers may contact the Contact Center at (844) 626-8687.

Consumers may request an administrative hearing regarding special needs rate decisions by contacting (844) 626-8687.

Licensed Home Special Needs Rates – Level 1				
	Infants	**Enhanced**	**Preschool**	**School-age**
	(Birth-11 mos.)	**Toddlers (12-29 mos.)**	**(30 mos. – 6 yrs not attending kindergarten or school)**	**(5 – 12 yrs attending kindergarten or school)**
Region 1				
Full-Day	$6.00	$5.40	$5.40	$4.80
Half-Day	$3.00	$2.70	$2.70	$2.40
Region 2				
Full-Day	$6.00	$5.70	$5.10	$5.10
Half-Day	$3.00	$2.85	$2.55	$2.55
Region 3				
Full-Day	$8.70	$7.50	$6.60	$6.00
Half-Day	$4.35	$3.75	$3.30	$3.00
Region 4				
Full-Day	$9.00	$8.90	$7.50	$7.20
Half-Day	$4.50	$4.45	$3.75	$3.60
Region 5				
Full-Day	$6.60	$6.00	$5.70	$5.10
Half-Day	$3.30	$3.00	$2.85	$2.55
Region 6				
Full-Day	$6.60	$6.00	$6.00	$5.70
Half-Day	$3.30	$3.00	$3.00	$2.85

Level 2. A rate greater than Level 1, variable but not to exceed fifteen dollars and eighty-nine cents ($15.89) per hour.

Special Needs Rates—Family, Friends & Neighbors (FFN)

Level 1. Sixty-two cents ($0.62) per hour; or

Level 2. A rate greater than Level 1, but not to exceed nine dollars and forty-one cents ($9.41) per hour.

A. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON, THE DEPARTMENT OF EARLY LEARNING
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925
(SUBSIDIZED FAMILY CHILD CARE PROVIDERS)
EARLY CHILDHOOD EDUCATION AND ASSISTANCE PROGRAM

The Early Childhood Education and Assistance Program (ECEAP) is Washington's pre-kindergarten program that prepares children from low income families for success in school and in life. Since 1985, ECEAP has focused on the well-being of the whole child by providing comprehensive nutrition, health, education and family support services. ECEAP reaches 3- and 4-year-old children most in need of these foundations for learning.

The Union shall provide input to the State on the following topics:

1. Models, slot rates, and additional supports for family child care homes implementing ECEAP. This includes but is not limited to contractor per child slot rate, adequate subcontractor slot rate to family child care homes based on services provided, and exploration of a statewide family child care network and opportunities to access shared services models.

2. Strategies to raise understanding of ECEAP Performance Standards, including availability of training and coaching for family child care homes. Training opportunities include but are not limited to Creative Curriculum®, GOLD® by Teaching Strategies, and Mobility Mentoring®, Coaching Companies. These strategies shall align with the ECEAP Child Care Pathways work.

3. Increase ECEAP contractor readiness to subcontract with family child care homes through outreach, communication, and training to ECEAP contractors about subcontracting with family child care homes.

4. Secure free or low-cost community and health resources for family homes to implement the comprehensive services components of ECEAP.

Universal Pre-K
The State will discuss a universal pre-k program with the Union in advance of implementation. If the State decides to require participation in a future universal pre-k program, it will bargain the impacts to the bargaining unit in accordance with RCW 41.56.

This Memorandum of Understanding is effective on the date of signed agreement through June 30, 2025.

For the Employer:	For the Union:
/s/	/s/
Gina L. Comeau, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Patti Bailey SEIU 925 Lead Negotiator

B. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
SERVICE EMPLOYEE INTERNATIONAL UNION LOCAL 925

Translation of Overpayment Notices

In an effort to respect the needs of child care providers for whom English is not their preferred language, DCYF will make every attempt to collaborate in making information available in the provider's preferred language. The state recognizes that translations of overpayment notices will aid the providers' ability to understand the requirements of the subsidized care system.

For the foregoing reason, the parties agree that if DSHS/OFR becomes able to translate overpayment notices in the provider's preferred language, the State will bargain the impacts of such notices and timelines associated with implementation.

This MOU will expire on June 30, 2027.

For the Employer:	For the Union:
/s/ 7/22/2024	/s/ 7/22/2024
Lane Hatfield, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Cindy Elizalde, Exec. Vice President SEIU 925

C. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 925

Cost of Care Rate Enhancement

The parties to this Memorandum of Understanding (MOU), the Service Employees International Union (SEIU 925), the Union; the State of Washington, Office of Financial Management, Labor Relations Section (OFM/LRS), and the Department of Children, Youth and Families (DCYF), agree on the following:

For fiscal year 2026 and fiscal year 2027, each licensed family home provider will receive a cost of care rate enhancement not tied to age or region:

1. DCYF will issue a monthly cost of care rate enhancement payment of two thousand two hundred dollars ($2200.00) to each licensed family home provider as a cost of care rate enhancement for care of at least one child receiving subsidy in the prior month, or in two of the last three months, or in four in the last six months. The maximum payment to each provider in each fiscal year is twenty-six thousand four hundred dollars ($26,400).

2. Licensed family home providers must submit claims pursuant to Article 9.1, and have an active, open license, in good standing to receive the cost of care rate enhancement.

This MOU will expire on June 30, 2027.

For the Employer:

/s/ 7/22/2024
Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union:

/s/ 7/22/2024
Cindy Elizalde, Exec. Vice President
SEIU 925

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1st day of July 2025.

For the Service Employees International Union 925:

Cindy Elizalde
Executive Vice President
SEIU Local 925

Patti Bailey
Early Learning Associate Director
SEIU Local 925

For the State of Washington:

Bob Ferguson
Governor

Gina Comeau, Section Chief
OFM/SHR, Labor Relations and
Compensation Policy Section

Lane Hatfield, Lead Negotiator
OFM/SHR, Labor Relations and
Compensation Policy Section