

# **CONTRACT AMENDMENT**

DSHS CONTRACT NUMBER: 2312-60187

Amendment No. 01

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.							Program Contract Number Click here to enter text. Contractor Contract Number			
CONTRACTOR NAME Social Service Services, Inc.				CONTRACTOR doing business as (DBA) SSS Treament						
CONTRACTOR ADDRESS 1234 12th Avenue Court West Suite 40-11 Zenith, WA 98111-1111				1DEN 600-	TIFIER (UB 115-112		SINESS	146191	EX NUMBER	
CONTRACTOR CONTACT Frances Lawrence		RACTOR TELEPHON ) 555-1212			CONTRACTOR FAX (206) 555-1213			CONTRACT frances@	TOR E-MAIL ADDRESS )sss.sss	
Aging & Long Term Support Admin			DSHS DIVISION Division of Home And Community Services DSHS CONTACT ADDRESS					DSHS CONTRACT CODE 8504XS-12		
Student Seven Contracts Manager			4500 10th Ave SE Lacey, WA 98504							
DSHS CONTACT TELEPHONE DSH			S CONTACT FAX ) 888-8888				DSHS CONTACT E-MAIL ADDRESS eacdhelp@dshs.wa.gov			
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? CFDA NUMBERS No										
AMENDMENT START DATE         CONTR.           08/19/2023         09/30/2			RACT END DATE /2025							
			OUNT OF INCREASE OR DECREASE 00,000.00				TOTAL MAXIMUM CONTRACT AMOUNT \$500,000.00			
REASON FOR AMENDMENT; CHANGE OR CORRECT CONTRACT TERMS OR SOW, SEE PAGE TWO										
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference:  Additional Exhibits (specify):										
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.										
CONTRACTOR SIGNATURE			PRINTE	PRINTED NAME AND TITLE					DATE SIGNED	
DSHS SIGNATURE			PRINTED NAME AND TITLE						DATE SIGNED	

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

- 1. Special Terms and Conditions Section 1. **Definitions Specific to Special Terms**, is amended to read:
  - Definitions Specific to Special Terms. The words and phrases listed below, as used in this Contract, shall each have the following definitions. Definitions specific to each service are outlined in each service category.
  - a. "504 Plan" means a plan that falls under Section 504 of the Rehabilitation Act of 1973, as amended. It is a plan developed to ensure that primary and secondary students with disabilities identified under the law receive accommodations that will ensure their academic success and access to the educational learning environment.
  - b. "BCCU" means the DSHS Background Check Central Unit.
  - c. "Business Day" means the days between and including Monday to Friday, excluding holidays observed by the State of Washington and its employees.
  - d. "Character, Competence, and Suitability Assessment (CCSA)" means a form completed and kept on file by the Contractor. It justifies why an employee, intern, or volunteer, with a "REVIEW REQUIRED" outcome in their Background Check may have unsupervised access to Students served under this Contract.
  - e. "Contractor Site" means any premises at which a Contractor owns or operates their business.
  - f. "Corrective Action Plan (CAP)" means a written plan approved by DSHS which identifies deficiencies in Contractor's performance, describes the steps Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contactor to compliance with the terms of the Contract.
  - g. "DVR" means the Division of Vocational Rehabilitation, of the Washington State Department of Social and Health Services (DSHS).
  - h. "DVR-Eligible" means a Student as described in this Contract who has applied for, and been found eligible for DVR services.
  - i. "Individual with Disabilities Education Act (IDEA)" means the federal law that requires schools to serve the educational needs of students with disabilities.
  - j. "Individualized Education Plan (IEP)" means the individualized educational plan for a primary or secondary Student who has been found to have a disability, as defined by federal regulations under IDEA.
  - k. "Informational Interview" means a Student meeting one-on-one with an employer at the worksite in the community to ask questions and learn about an occupation based on their vocational interests. Informational Interviews shall be based on the Student's areas of vocational interest, as coordinated and collaborated between DVR and the school, for students aged 14-21.
  - I. "Integrated Work Setting" means a setting that employs people with and without disabilities.
  - m. "Job Shadow Visit" means a Student visits a worksite in the community for a minimum of one hour

- to observe a specific job, based on their vocational interests, being performed by an employee or employees. Job Shadow Visits shall be based on the Student's areas of vocational interest, as coordinated and collaborated between DVR and the school, for students aged 14-21.
- n. "Job Site Tour" means visiting a worksite in the community for a minimum of one hour where an individual Student or group of Students observe a variety of different jobs being performed by employees at the same location. Job Site Tours shall be based on the Student's areas of vocational interest, as coordinated and collaborated between DVR and the school, for students aged 14-21.
- o. "Peer Mentoring" means a process through which a more experienced Student encourages and assists a lesser experienced Student to develop their potential within a shared area of interest. Peer mentoring experiences shall be based on the Student's areas of vocational interest, as coordinated and collaborated between DVR and the school. Peer Mentoring training is for students aged 14-21. Students must be 16-21 to participate in a paid Work-based Learning experience as a peermentor.
- p. "Potentially DVR-Eligible" means a Student, as defined in this Contract, who has not applied for nor is receiving DVR services.
- q. "Pre-Employment Transition Services (Pre-ETS)" means activities specified in the Rehabilitation Act of 1973, as amended in 2014 that are provided to Students with disabilities while attending secondary school or enrolled in post-secondary education. Specifically, under this contract, Pre-ETS will include Workplace Readiness Training and Work-Based Learning.
- r. "Rehabilitation Act" means the Rehabilitation Act of 1973, as amended. The Rehabilitation Act authorizes formula grant programs for vocational rehabilitation, supported employment, and client assistance.
- s. "Self-advocacy" means an individual's ability to effectively communicate, convey, negotiate or assert his/her own interests and/or desires. Self-advocacy instruction may include Peer Mentoring. Self-advocacy training experiences shall be coordinated and collaborated between DVR and the school, for students aged 14-21.
- t. "Student" means an individual, ages 14 through 21, with an IEP that includes post-secondary transition planning, a Section 504 Plan, or a documented disability who is attending or enrolled in a secondary, postsecondary, or other recognized education program. Students shall be 16 through 21 years of age to participate in Paid and Unpaid Work-Based Learning Experiences.
- u. "Supervising Adult" means:
  - (1) A member of the Contractor's personnel (Board member, staff person, volunteer, or intern) who is present at all times when students are served in a group setting within the community or at the Contractor's facility to facilitate active student engagement and ensure student safety; and
  - (2) A member of the Contractor's personnel (Board member, staff person, volunteer, or intern) who is present at all times when students are served in a group setting on school premises to facilitate active student engagement and ensure student safety; this may be in combination with school personnel (teacher or teacher's aide) who is also present at all times.
- v. "Teen Worker Rules" means regulations, guidelines, forms, and other information established by the Washington State Department of Labor and Industries that govern the employment of minors.
- w. "Unsupervised Access" means that a member of the Contractor's personnel (Board member, staff person, volunteer, or intern) is in the presence of a Student but not in the presence of:

- (1) Another member of the Contractor's personnel who has passed the DVR background check; or
- (2) Any relative or guardian of the child or developmentally disabled individual or vulnerable adult to whom the applicant has access during the course of his or her employment or involvement with the business or organization (RCW 43.43.830(13)).
- x. "Work-Based Learning" includes Individual Work-Based Learning Activities and Paid Work-Based Learning Experiences.
  - (1) "Individual Work-Based Learning Activities" means activities outside of the traditional school setting that teach a student about various occupations and workplaces that are based on their vocational interests, including Job Site Tours, Job Shadow Visits, and Informational Interviews. For students aged 14-21.
  - (2) "Paid Work-Based Learning Experience" means activities where a student is placed into a competitive, integrated, real work setting, outside of the traditional school setting where they get paid the Washington State or local minimum wage, whichever is higher, for a minimum of 5 hours a week, to perform a non-permanent job at an employer's worksite in accordance with Washington State Teen Worker Rules established by the State Department of Labor and Industries, for students aged 16-21.
  - (3) "Unpaid Work-Based Learning Experiences" means activities where a student is placed into an integrated work setting, outside of the traditional school setting and not at a Contractor site, where they perform a non-permanent job to earn practical experience in a field aligned with the students' interest. This may include volunteer and service learning opportunities. For students aged 16-21.
- y. "Workplace Readiness Training" means training to acquire or enhance commonly expected skills that employers seek from most employees. Workplace readiness skills are a set of skills and behaviors that are necessary for any job, sometimes called soft skills, employability skills, or job readiness skills. Workplace readiness training experiences shall be based on the Student's areas of vocational interest, as coordinated and collaborated between DVR and the school.
- 2. Special Terms and Conditions Section 4. Statement of Work, is amended to read:

Statement of Work.

The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work in this assigned service area [insert area] as set forth below.

#### **Deliverables:**

#### a. Workplace Readiness Training

- (1) The Contractor shall provide Workplace Readiness Training to Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
- (2) Each Potentially DVR-Eligible Student and/or DVR-Eligible Student shall receive a minimum of ten (10) hours of Workplace Readiness Training within a twelve (12) month period.
  - (a) The Contractor shall collect a sign-in sheet with Student names attending each training session and maintain a log of each Student's training hours to ensure the ten (10) minimum hours are met.

- (3) The Contractor shall submit a Pre-ETS Student Roster sign-in sheet of Student names to the DVR Regional Transition Consultant or designee at least ten (10) business days prior to commencement of each Workplace Readiness Training; this will enable DVR to ensure these services are included in, or added to, the Individualized Plan for Employment (IPE) of DVR-Eligible Students and prevent duplication of services.
- (4) The Contractor has the option to use the evidence-based curricula posted on DVR's internet page, located at: <a href="https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets">https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets</a>, as content for the delivery of Workplace Readiness Training, or the Contractor may use other training curricula, but it must be reviewed and approved in advance by the DVR Pre-ETS Program Manager.
- (5) At the conclusion of the Workplace Readiness Training each student completing the training shall receive:
  - (a) Work Readiness Service Outcome report, which clearly identifies student Skill completion/ acquisition. This document shall be prepared by the contractor. A copy will be presented to the Student, and copy will be included in the monthly billing report.
  - (b) An opportunity to complete an evaluation of the Workplace Readiness Training that includes a section for self-reflection.
- b. **Work-Based Learning**, to include Individual Work-Based Learning Activities as well as Paid and Unpaid Work-Based Learning Experience
  - (1) The Contractor shall provide Individual Work-Based Learning Activities to Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
  - (2) The Contractor shall provide Paid Work-Based Learning Experiences to Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
  - (3) The Contractor shall provide Unpaid Work-Based Learning Experiences to Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period
  - (4) The Contractor shall submit a Pre-ETS Student Roster sign-in sheet of Student names to the DVR Regional Transition Consultant or designee at least ten (10) business-days prior to commencement of Individual Work-Based Learning Activities and/or Paid Work-Based Learning Experiences; this will enable DVR to ensure these services are included in, or added to the Individualized Plan for Employment (IPE) of DVR-Eligible Students and prevent duplication of services.
    - (a) The Contractor shall not bill for a Paid or Unpaid Work-Based Learning Experience until completion of the experience. No Contractor Fee will be paid for a Student who completes fewer than 40 hours of a Paid or Unpaid Work-Based Learning Experience.
    - (b) Each Work Based Learning Experience must be At least 40 hours not to exceed 120 hours per twelve (12) month period.
    - (c) DVR will not pay for any wages that exceed 120 hours-per student per paid or unpaid work-based learning Experience.
- c. Individual Work-Based Learning Activities

- (1) Each Potentially DVR-Eligible Student and/or DVR-Eligible Student shall participate in one (1) or more of the following Individual Work-Based Learning Activities, arranged by the Contractor:
  - (a) Job Site Tour;
  - (b) Job Shadow Visit; and/or
  - (c) Informational Interview.
  - (d) The Contractor may use the evidence-based curricula posted on DVR's internet page, located at: <a href="https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets">https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets</a>, as content for the delivery of Individual Work-Based Learning Activities.

### d. Paid Work-Based Learning Experiences

- (1) A student shall be limited to a maximum of 120 hours per Work- Based Learning Experience per twelve (12) month period.
- (2) The Student shall be placed in a competitive, integrated, real workplace setting (no simulated work setting will be approved).
- (3) Students participating in Paid Work-Based Learning Experiences shall be paid an hourly wage by the Contractor at the rate of the prevailing Washington State or local minimum wage, whichever is greater.
- (4) The Contractor shall maintain accurate time sheets that document the dates and hours that a Student participates in a Paid Work-Based Learning Experience.
- (5) The Contractor may bill for reimbursement of student wages each month. However, the Contractor shall not bill for a Paid Work-Based Learning Experience contractor fee until a Student has completed their Paid Work-Based Learning Experience. Contractor fee shall include the following activities:
  - (a) Developing the worksite; observing student's work (not coaching or 1-1 training), providing student feedback on observations, as well as collecting employer feedback to share with the student
- (6) Prior to the first day of work, the following forms must be completed to be submitted with monthly reports:
  - (a) Work-Based Learning Agreement
  - (b) Parent Authorization for Summer Work (if student is under age 18 or has a legal guardian)
- (7) Peer Mentors shall be counted as participating in a Paid Work-Based Learning Experience only if:
  - (a) The Peer Mentor must receive peer mentoring training billed under Self-Advocacy Training
  - (b) Experience meets the requirements of a Paid Work-Based Learning Experience;
  - (c) The Peer Mentor is a Student as defined in this Contract; and

- (d) The Contractor provided the Peer Mentoring Experience in a manner aligned with the students' and/ or IEP employment goals
- (8) At the conclusion of the Student's Individual Work-Based Learning Activities and Paid Work-Based Learning Experience, each Student shall receive:
  - (a) Work-based Learning Service Outcome Report, which clearly identifies student Skill completion/acquisition. This document shall be prepared by the contractor. A copy will be presented to the Student, and copy will be included in the monthly billing report.
  - (b) An opportunity to complete an evaluation of the Individual Work-Based Learning Activities and Paid Work-based Learning Experience that includes a section for self-reflection.

## e. Self-advocacy Training

- (1) The Contractor shall provide Self-Advocacy Training to Potentially DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
- (2) Each Potentially DVR-Eligible Student and/or DVR-Eligible Student shall receive a minimum of ten (10) hours of Self-Advocacy Training within a twelve (12) month period.
  - (a) The Contractor shall collect a sign-in sheet with Student names attending each training session and maintain a log of each student documenting the ten (10) minimum hours are met.
- (3) The Contractor shall submit a Pre-ETS Student Roster sign-in sheet to the DVR Regional Transition Consultant or designee at least ten (10) business days prior to commencement of each Self-Advocacy Training; this will enable DVR to ensure these services are included in, or added to, the Individualized Plan for Employment (IPE) of DVR-Eligible Students and prevent duplication of services.
- (4) The Contractor has the option to use the evidence-based curricula posted on DVR's internet page, located at: <a href="https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets">https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets</a>, as content for the delivery of Self-Advocacy Training, or the Contractor may use other training curricula, but it must be reviewed and approved in advance by the DVR Pre-ETS Program Manager.
- (5) Students may receive Self-Advocacy Training through Peer Mentoring Experiences.
  - (a) Peer Mentoring Experiences are subject to the same requirements as other Self-advocacy Training.
- (6) At the conclusion of the Self-Advocacy Training each student completing the training shall receive:
  - (a) Self-Advocacy Service Outcome Report that clearly identifies student Skill completion/ acquisition. This document shall be prepared by the contractor. A copy will be presented to the Student, and copy will be included in the monthly billing report.
  - (b) An opportunity to complete an evaluation of the Self-Advocacy Training that includes a section for self-reflection.
- 3. Special Terms and Conditions Section 5 **Outreach, Recruitment, and Coordination**, is amended to

read:

Outreach, Recruitment, and Coordination.

- a. The Contractor shall document the coordinated delivery of contracted services with the DVR Regional Transition Consultant or designated DVR liaison, on Exhibit (J) the Pre-ETS Outreach Report form.
- b. Marketing, educational, and outreach materials shall be developed in collaboration with the DVR Secondary School Transition Program Manager.

Pre-ETS Program Manager
DSHS/DVR
PO Box 45340
Olympia WA 98504-5340
Or by email to: [Insert Email Address]

c. Distribution of marketing, educational, and outreach materials shall be coordinated with the DVR Regional Transition Consultant.

[Insert Name], Regional Transition Consultant [Insert Mailing Address]
Or by email to: [Insert Email Address]

- d. The Contractor shall clearly identify on all marketing and outreach materials that services provided by this contract are provided in collaboration with DVR using the statement below:
  - "These services were developed in partnership with the Washington State Department of Social and Health Services, Division of Vocational Rehabilitation."
- e. Additionally, all marketing and outreach materials will have the DSHS DVR branding logo on them provided by the Pre-ETS Program Manager.
- f. The Contractor shall provide equitable access and outreach to serve a diverse Student base, including Students from culturally and linguistically diverse communities. Outreach shall include, but is not limited to, recruitment of Students with a variety of disabilities. Disabilities may include the following: Specific Learning Disabilities, Emotional-Behavioral Disorders, Autism, Intellectual-Developmental Disabilities, Deaf/Hard of Hearing, Deaf/Blind, Mobility Impaired, etc.
- g. The Contractor shall schedule Workplace Readiness Training, Individual Work-Based Learning Activities, and Paid Work-Based Learning Experiences in a manner that does not conflict with a Student's in-school required classes and activities, to include year-round before and after school, weekend, and summer opportunities.
- **4.** Special Terms and Conditions Section 6. **Reports**, is amended to read:

Reports.

On a monthly basis, the Contractor shall provide DVR with the following, submitted in an electronic format:

a. Signed A19-1A Invoice

- b. Accurate billing to reference Student data and services completed during the month along with:
  - (1) Copies of Exhibit B DSHS/DVR Pre-Employment Transition Services Approval form, DSHS 11-122 (12/2021), completed for each New Student who participated in Workplace Readiness Training, Self-Advocacy Training, Individual Work-Based Learning Activities, and/or Paid and Unpaid Work-Based Learning Experiences,
  - (2) Copies of Exhibit I Pre-ETS Student Roster- Sign-in Sheet, DSHS 11-114 (08/2020)
  - (3) Copies of Student time sheets that correspond with the dates and hours that a Student spent participating in a Paid Work-Based Learning Experience.
  - (4) A summary that provides an overview of outreach and recruitment activities during the month, as specified in Section 5 above.
  - (5) Copies of student evaluations
- c. DVR expects the WAVES Case Management System to go live during the term of this Contract. At that time, DVR shall send a management letter to the Contractor Contact listed on Page 1 of this Contract. The management letter will include or reference instructions for using WAVES. Upon delivery of the management letter, the Contractor shall be required to submit reports electronically to the WAVES Case Management System.
- d. When sending electronic reports, documents and/or data to DVR, the Contractor shall adhere to data security requirements specified in **Exhibit A** "Data Security Requirements."
- **5.** Special Terms and Conditions Section 7. **Consideration**, is amended to read:

Consideration.

Total maximum consideration payable to the Contractor for satisfactory performance of the work under this Contract is **[insert dollar amount]** and shall be based on the following:

- a. Fees shall be paid according to **Exhibit D** Pre-Employment Transition Services Fee Schedule.
- b. Any increase or decrease in consideration shall be identified in an updated Exhibit D Pre-Employment Transition Services Fee Schedule. Any change to the Fee Schedule shall be incorporated in to this Contract by reference and posted on DVR's internet page at:\_ <a href="https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets">https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets</a>. The Contractor shall be notified by DVR of any changes to the Fee Schedule.

All other terms and conditions of this Contract remain in full force and effect.