

# Pre-ETS Contract: Change Summary

Below is a description of the changes that will be made to the Pre-ETS contract as a part of the contract beginning on 10/01/2025. The changes to be made are in **bold** and are as follows:

## 1. Special Terms and Conditions: Definitions, Section 1

- a. **Section 1k:** “Informational Interview” means a group of Potentially DVR-Eligible and DVR Eligible Students meeting with an employer at the school or at a worksite in the community to ask questions and learn about occupations and employers. The meeting between the Students and the employer shall be coordinated and collaborated between DVR and the school and is for **Students aged 14-22**.
- b. **Section 1m:** “Job Shadow Visit” means a group of Potentially DVR-Eligible and DVR Eligible Students visiting a worksite in the community for a minimum of one hour to observe a specific job being performed by an employee or employees. The Job Shadow Visit shall be coordinated and collaborated between DVR, for **Students aged 14-22**.
- c. **Section 1o:** “Job Site Tour” means visiting a worksite in the community for a minimum of one hour where a group of Students observe a variety of different jobs being performed by employees at the same location. Job Site Tours shall be coordinated and collaborated between DVR and the school, for **Students aged 14-22**.
- d. **Section 1p:** “Peer Mentoring” means a process through which a more experienced Student encourages and assists a less 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 14-22**. Students must be **16-22** to participate in a Work-Based Learning Paid Internship as a peer mentor.
- e. **Section 1t:** “Self-advocacy” means an individual's ability to effectively communicate, convey, negotiate, or assert his/her 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 14-22**.
- f. **Section 1u:** “Student” means an individual, **ages 14 through 22**, 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 22 years of age to participate in Work-Based Learning Paid Internship.
- g. **Section 1z:** “Work-Based Learning Paid Internship” means activities where a DVR Eligible or DVR-Potentially Eligible Student is placed into a competitive, integrated, real work setting, outside of the traditional school setting where they get paid at or above the state prevailing minimum wage 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 16-22.** Work-Based Learning Paid Internship shall not be performed at a Contractor site.

- h. **Section 1aa:** “Workshop” means a hands-on learning experience where **Potentially DVR eligible or DVR Eligible Students** actively engage in a group setting in the required activities of the Workforce Innovation and Opportunity Act (WIOA). It focuses on building the practical skills that are outlined in the topic areas of the Statement of Work of this contract and is provided by the contractor.
- i. **Section 1cc:** “Workplace Readiness Training” means the provision of opportunities for Students with disabilities to learn about and develop both social and independent living skills. Workplace Readiness Training shall be coordinated and collaborated between DVR and the school. **For Students aged 14-22.**

## **2. General Requirements: Section 3a(3)(c)**

- a. The Contractor shall:

Provide all services in accordance with the Exhibit E – Code of Ethics and Standards of Practice form, DSHS 05-252. The Contractor must complete, and remit Exhibit E signed and agreed to as part of the Contractor’s intake submission, prior to contract execution.

Prior to providing services to each Student:

Obtain parental, guardian, or Student consent for the Student to receive Pre-ETS Exhibit B – DSHS/DVR Pre-Employment Transition Services Information and Consent form, DSHS 11-122 from the DVR Regional Transition Consultant or Vocational Rehabilitation Counselor;

Obtain documentation certifying a student’s disability and referral for the Pre-ETS program from the DVR Regional Transition Consultant.

Gather emergency contact information obtained by the DVR Regional Transition Consultant.

Complete background checks for all staff, interns and volunteers through the DSHS Background Check System.

Assume all responsibility for the well-being, safety, and protection of participating Students, as well as liability for any type of harm, injury, and/or loss that a Student may experience while participating in all of the Required Activities including: Job Exploration Counseling, Work-Based Learning Experiences, Counseling on Opportunities for Enrollment in Comprehensive Transition or Post-Secondary Educational Programs at Institutions of Higher Education, Workplace-Readiness Training and Instruction in Self-Advocacy.

Develop and document a process for reporting any and all incidents where injury, loss or harm have occurred to participating students;

Report any and all incidents where injury, loss or harm have occurred to participating students on a form developed by the Contractor;

**Incidents shall be reported within 48 hours of their occurrence to the Pre-ETS Program Manager at: PO Box 45340 Olympia WA, 98504-5340. Or by email to: [dvrtransition@dshs.wa.gov](mailto:dvrtransition@dshs.wa.gov).**

Assure that the services provided to Students under this contract do not duplicate or supplant the same or similar services that are provided to the same Students by their school.

When serving Students in a group setting within the community, the Contractor shall not exceed a ratio of one (1) supervising adult per five (5) Students (1:5). When serving Students in a group setting on school premises, the Contractor shall not exceed a ratio of one (1) supervising adult per fifteen (15) Students (1:15).

The Contractor shall have a data tracking mechanism in place to ensure accurate reporting of participant numbers. No off-contract services shall be paid outside the contract deliverables.

Reports are required for, and must accompany, all invoices submitted to the Regional Transition Consultant or designee. For reporting requirements, see Section 6 below.

By signing this DVR Contract, the Contractor agrees to:

Provide all services, as described in Section 4, Statement of Work, of this contract in a manner and setting(s) that meet the requirements of the Americans with Disabilities Act (ADA) of 1990, as amended.

Arrange and be responsible for all costs associated with sign language interpreter services, as needed, to provide disability-related access per the Americans with Disabilities Act (ADA) of 1990, as amended unless the cost involved would cause an undue burden, defined as a significant difficulty or expense, for the Contractor. Determination of what constitutes an undue burden shall be made by DVR on a case-by-case basis, as described in Department of Social and Health Services Administrative Policy 7.02, relative to the Contractor's overall resources. If an undue burden does exist, DVR may pay for sign language interpreter services apart from the contracted fee for service.

Provide and be responsible for the cost of providing services through alternative formats, methods, and languages, as needed, for Students who have Limited English Proficiency (LEP) as per the Civil Rights Act of 1964.

### **3. Statement of Work: Section 4b(3) and 4b(4)(a)(b)**

#### **a. Group-Setting**

Work-Based Learning Experiences are in-school or after-school opportunities, or experiences outside the traditional school setting, that use the workplace or real work to provide DVR Potentially Eligible and Eligible Students with disabilities the knowledge and skills that connect school experiences to real-life work activities and future career opportunities in a group setting.

The contractor shall provide work-based learning experiences including:

1. Coordinating a school-based program of job training and informational interviews to research employers;
2. Worksite tours to learn about necessary job skills;
3. Job shadow Visits; and
4. Mentoring opportunities in the community.
5. The contractor may provide Work-Based Learning Experiences on other topics than those listed above with prior approval from the Pre-ETS Program Manager.

The Contractor shall provide Work-Based Learning Experiences to a Student on an individual basis, when the Contractor and Regional Transition Consultant identify that a Student cannot acquire the intended outcomes and skill acquisition in a group setting.

**Each Student is limited to eight (8) Work-Based Learning Experiences within a twelve (12) month period beginning on the date the Student starts their first Work-Based Learning Experience.**

b. Paid Work-Based Learning Experiences for Individual Students

Work-Based Learning Paid Internships

i. **Work experiences to explore DVR-Potentially Eligible and DVR Eligible Student's areas of interest through paid internships on an individual basis;**

**Work-Based Learning Paid Internship means activities where a DVR-Potentially Eligible or DVR Eligible Student is placed into a competitive, integrated, real work setting, outside of the traditional school setting where they get paid at or above the state prevailing minimum wage for a minimum of (5) hours a week, to perform a non-permanent job at an employer's worksite;**

**The Contractor shall develop the worksite and place Potentially DVR Eligible and DVR Eligible Students into a Work-Based Learning Paid Internship.**

The contractor shall develop and place a Student into a Work-Based Learning Paid Internship for (120) hours per student.

i. The contractor shall develop additional Work-Based Learning Paid Internships in consultation with the RTC, when the initial experience is not successful;

The Contractor shall observe Student's work and provide feedback on observations at the worksite;

The contractor shall collect feedback about the Student's work activities from the employer where the Student has been placed into a Work-Based Learning Paid Internship. The contractor shall share the collected feedback with the student;

Each Work-Based Learning Paid Internship shall not exceed (12) weeks;

All Work-Based Learning Paid Internships must be provided in consecutive increments of time;

The following contract language from the Statement of Work has been **removed**:

**4. Section 4(a)**

a. Job Exploration Counseling;

The Contractor shall provide Job Exploration Counseling activities which promote considerations of opportunities and informed decision-making regarding career options to help DVR potentially Eligible and DVR Eligible Students with disabilities understand post-school choices and opportunities in a group setting.

(a) The Students' vocational interest inventory results;

i. **The Contractor reviews the Student's vocational inventory interest results and discuss (b)(c)(d) below for each of the vocational interests identified.**

(b) In-demand occupations;

- i. **The Contractor must discuss the occupations which best align with the Student's vocational inventory interest results. The occupations discussed must be relevant and sought after by employers within the industries that the Student is interested in.**
- (c) Career pathways; and
  - i. **The Contractor must discuss potential career pathways for each of the in-demand occupations that the Student is interested in and show the Student how each of these occupations can be obtained.**
- (c) Local labor market information
  - i. **The Contractor must show the Student the vocational outlook for the in-demand occupations that align with their vocational interests. The Contractor must use labor market information which will show the Student a comprehensive overview of their occupational interest(s). The contractor shall ensure that the overview includes a review of the occupational demands of their occupational field of interest in their local area.**

#### **5. Section 4(b)(3)**

Work-Based Learning Experiences are in-school or after-school opportunities, or experiences outside the traditional school setting, that use the workplace or real work to provide DVR Potentially Eligible and Eligible Students with disabilities the knowledge and skills that connect school experiences to real-life work activities and future career opportunities in a group setting. The contractor shall provide work-based learning experiences including:

- i. Coordinating a school-based program of job training and informational interviews to research employers;
- ii. Worksite tours to learn about necessary job skills;
- iii. Job shadow Visits; and
- iv. Mentoring opportunities in the community.
- v. The contractor may provide Work-Based Learning Experiences on other topics than those listed above with prior approval from the Pre-ETS Program Manager.

The Contractor shall provide Work-Based Learning Experiences to a Student on an individual basis, when the Contractor and Regional Transition Consultant identify that a Student cannot acquire the intended outcomes and skill acquisition in a group setting.

**The Contractor shall provide a minimum of (4) hours of Work-Based Learning Experiences within a 12-month period starting with the date a Student begins their initial training;**

**Work-Based Learning Experiences shall not exceed 60 hours;**

The addition to the Pre-ETS contract below applies only to contractors who are public entities (Educational Service Districts, Counties, Public colleges):

#### **6. Section 10a(1)(b)**

- a. Invoice System.

- b. The Contractor shall submit an invoice electronically, for each month that services were provided, no later than the fifteenth (15) calendar day of the following month. The fees shall be in accordance with those set forth in Special Terms and Conditions, Section 8, Consideration, of this contract. The invoice must be accompanied by all of the items specified in Special Terms and Conditions, Section 7, Reports, of this contract.

(1) The Contractor shall not bill for a Work-Based Learning Paid Internship until a Student has completed their Work-based Learning experience (no less than 40 hours, not to exceed 120 hours)

(a) Once the contractor fee has been paid, the Work-Based Learning Paid Internship is considered complete. No additional hours may be billed.

**(b) If the Contractor places a Student at a Contractor Site, the Contractor shall not bill for the contractor fee. The Contractor shall only be reimbursed the amount of compensation paid for Student wages, payroll taxes and related personnel costs.**