



## CLIENT SERVICE CONTRACT

### Pre-Employment Transition Services

DSHS Contract Number:  
 Click here to enter text.  
 Resulting From Solicitation Number:  
 Click here to enter text.

This Contract 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 Click here to enter text.		CONTRACTOR doing business as (DBA) Click here to enter text.	
CONTRACTOR ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) Click here to enter text.	DSHS INDEX NUMBER Click here to enter text.
CONTRACTOR CONTACT Click here to enter text.	CONTRACTOR TELEPHONE Click here to enter text.	CONTRACTOR FAX Click here to enter text.	CONTRACTOR E-MAIL ADDRESS Click here to enter text.
DSHS ADMINISTRATION Click here to enter text.	DSHS DIVISION Click here to enter text.	DSHS CONTRACT CODE Click here to enter text.	
DSHS CONTACT NAME AND TITLE Click here to enter text. Click here to enter text.		DSHS CONTACT ADDRESS Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.	
DSHS CONTACT TELEPHONE Click here to enter text.	DSHS CONTACT FAX Click here to enter text.	DSHS CONTACT E-MAIL ADDRESS Click here to enter text.	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? Click here to enter text.		ASSISTANCE LISTING NUMBER(S) Click here to enter text.	
CONTRACT START DATE Click here to enter text.	CONTRACT END DATE Click here to enter text.	CONTRACT MAXIMUM AMOUNT Click here to enter text.	
<b>EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference:</b> <input checked="" type="checkbox"/> Exhibits (specify): See Special Terms and Conditions Section 16, Exhibits <input type="checkbox"/> No Exhibits.			
The terms and conditions of this Contract are an integration and representation of the final, entire, and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.			
CONTRACTOR SIGNATURE  Click here to enter text.		PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE  Click here to enter text.		PRINTED NAME AND TITLE	DATE SIGNED

## **DSHS General Terms and Conditions**

### **Additional General Terms and Conditions – Client Service Contracts:**

## Special Terms and Conditions

1. **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 the Contractor's performance, describes the steps the Contractor must take to correct the deficiencies, and sets forth timeframes within which such steps must be taken to return Contractor 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.
  - l. "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, for students aged 14-21.
  - n. "Job Site Tour" means visiting a worksite in the community for a minimum of one hour where an

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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 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 14-21. Students must be 16-21 to participate in a paid Work-based Learning experience as a peer mentor.
- 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 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

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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, where they perform a non-permanent job to earn practical experience in a field aligned with the student's interests. 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. For students aged 14-21.

### 2. Purpose.

- a. The purpose of the contract is to provide the Pre-Employment Transition Service categories of Work Readiness Training, Self-Advocacy Training, and Work-based Learning in collaboration and Coordination with DVR as identified in the Workforce Innovation and Opportunity Act in a manner that is non-discriminatory and allows equitable access to all students who need them.
- b. This Contract is awarded as a result of DSHS Solicitation # 2213-811. The solicitation documents, and the Contractor's written response to that solicitation, are incorporated by reference.

### 3. General Requirements.

- a. The Contractor shall:
  - (1) Provide all services in accordance with the **Exhibit E** – Code of Ethics and Standards of Practice form, DSHS 05-252 (10/2016). The Contractor must complete, and remit **Exhibit E** signed and agreed to as part of the Contractor's intake submission, prior to contract execution.
  - (2) Prior to providing services to each Student:
    - (a) Obtain parental, guardian, or Student consent for the Student to receive Pre-ETS using **Exhibit B** – DSHS/DVR Pre-Employment Transition Services Information and Consent form,

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DSHS 11-122;

- (b) Obtain signature from a school official certifying the school has documentation of the Student's disability and referring the Student for Pre-ETS using **Exhibit B** – DSHS/DVR Pre-Employment Transition Services Information and Consent form, DSHS 11-122; and
  - (c) Obtain emergency contact information for the Student using a form developed by the Contractor.
- (3) 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 Workplace Readiness Training and/or Work-Based Learning.
- (4) 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.
- b. 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 at the Contractor's facility or on school premises, the Contractor shall not exceed a ratio of one (1) supervising adult per fifteen (15) students (1:15).
  - c. 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.**
  - d. Reports are required for, and must accompany, all invoices submitted to the Regional Transition Consultant or designee. For reporting requirements, see Section 6 below.
  - e. By signing this DVR Contract, the Contractor agrees to:
    - (1) 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.
    - (2) Arrange and be responsible for all costs associated with communication 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, relative to the Contractor's overall resources. If an undue burden does exist, DVR may pay for interpreter services apart from the contracted fee for service.
    - (3) 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.

#### 4. 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:

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### a. Workplace Readiness Training

- (1) The Contractor shall provide Workplace Readiness Training to Potential 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: <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>, 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 a 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 Potential DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
- (2) The Contractor shall provide Paid Work-Based Learning Experiences to Potential DVR-Eligible Students and/or DVR-Eligible Students over the contracted period.
- (3) The Contractor shall provide Unpaid Work-Based Learning Experiences to Potential 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.

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- (a) The Contractor shall not bill for a Paid 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 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: <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>, 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. The 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:



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- (a) Work-Based Learning Agreement
  - (b) Parent Authorization for Summer Work (if the 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 student's vocational interest to align with the 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 a 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 Potential 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: <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>, 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.

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- (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 a 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.

### 5. 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 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

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Student's in-school required classes and activities, to include year-round before and after school, weekend, and summer opportunities.

### 6. 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 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.”

### 7. 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 into this Contract by reference and posted on DVR's internet page at: <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>. The Contractor shall be notified by DVR of any changes to the Fee Schedule.

### 8. Subcontracting.

DVR reserves the right to approve or deny the Contractor staff, and any Subcontractor(s) the

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Contractor assigns or contracts with, to perform the work required under the terms of this Contract. The Contractor must have DVR approval before subcontracting. See also General Terms and Conditions, Section 24.

- a. The Contractor shall submit the following documentation to DVR for review and approval before engaging in subcontracts for the services described in this Contract:
  - (1) A completed **Exhibit F**—DSHS Checklist Request for Approval to Subcontract form, DSHS 17-265 (01/2019);
  - (2) A copy of the proposed subcontract;
  - (3) Proof of the Subcontractor's insurance, showing compliance with Special Terms and Conditions, Section 14, of this contract; and
  - (4) A copy of the Subcontractor's valid Washington State Business License.
- b. The Contractor shall submit all required documentation for approval to:

Pre-ETS Program Manager  
DSHS/DVR  
PO Box 45340  
Olympia WA 98504-5340  
Or by email to: [Insert Email Address]
- c. Subcontractors approved to provide services under this contract are subject to all terms and conditions of this contract.
- d. The Contractor shall be responsible for ensuring Subcontractors comply with reporting requirements, background check requirements, and Exhibits as specified in this contract.

### 9. Billing and Payment.

- a. Invoice System. 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 7, Consideration, of this contract. The invoice must be accompanied by all of the items specified in Special Terms and Conditions, Section 6, Reports, of this contract
  - (1) The Contractor shall not bill for a Paid Work-Based Learning Experience until a Student has completed their Work-based Learning experience (no less than 40 hours, not to exceed 120)
    - (a) Once the contractor fee has been paid, the WBLE is considered complete. No additional hours may be billed.
  - (2) The Contractor shall not bill and DVR will not pay for any services that exceed the contract's maximum funding consideration
- b. Insufficient documentation or delay in the receipt of an invoice and/or reports will result in a delay of payment to the Contractor.
- c. The Contractor shall submit the invoice and reports via email to the Regional Transition Consultant

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or designee. Upon receipt of a management letter as specified in Special Terms and Conditions Section 6, Reports, paragraph c., The Contractor shall submit all future invoices and reports to the WAVES Case Management System.

- d. The contractor is responsible for checking for completeness, and mathematical accuracy prior to submission so that services are billed according to agreed deliverables and considerations.
- e. Payment. Payment shall be approved by the Pre-ETS Program Manager or designee and considered timely if made by DVR within thirty (30) days after receipt and acceptance of the properly completed invoice and reports. Payment shall be sent to the address designated by the Contractor on page 1 of this Contract. DVR may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

### 10. Investigations of Contractor or Related Personnel.

- a. DSHS may, without prior notice, suspend the Contract if the Contractor, or any partner, officer or director of the Contractor, or a Subcontractor, or any employee or volunteer of the Contractor or a Subcontractor, is investigated by DSHS or a local, county, state or federal agency regarding any matter that, if ultimately established, could either:
  - (1) Result in a conviction for violating a local, state, or federal law; or
  - (2) In the sole judgment of DSHS, adversely affect the delivery of services under this Contract or the health, safety, or welfare of Students.
- b. DSHS may also take other lesser action, including, but not limited to, disallowing a staff member, employee, or other individual associated with the Contractor or a Subcontractor, from providing services, or from having contact with Students, until the investigation is concluded and a final determination made by the investigating agency.

### 11. Removal of Individuals from Performing Services.

- a. In the event that any of the Contractor's employees, Subcontractors, or volunteers who provide services under this Contract do not meet qualifications required by this Contract or do not perform the services as required in this Contract, DSHS may require that the Contractor remove such individual or entity from providing services to Students under this Contract.
- b. DSHS shall notify the Contractor of this decision verbally and in writing and the Contractor shall, within twenty-four (24) hours, remove that individual or entity from providing direct services to Students. Failure to do so may result in a Corrective Action Plan (CAP).

### 12. Compliance with Corrective Action Plan (CAP).

In the event that DSHS identifies deficiencies in the Contractor's performance under this Contract, DSHS may establish a CAP. When presented with a CAP, the Contractor agrees to undertake the actions specified in the plan within the timeframes given to correct the deficiencies. The contractor's failure to do so shall be grounds for termination of this Contract.

### 13. Background Checks.

- a. Prior to performing services under this contract, the Contractor must obtain a criminal background

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check through the online DSHS Background Check System for all personnel, interns, or volunteers who may have Unsupervised Access to Students. DVR will pay for background checks for the Contractor's personnel, interns, or volunteers only if they will serve Students and may have Unsupervised Access to these individuals.

- b. DVR may, at its discretion, request a background check on any director, board member, or other personnel.
- c. The Contractor shall designate an employee contact and backup contact who are authorized to process confidential background checks and accept the results of background checks on its personnel, interns, or volunteers utilizing the online DSHS Background Check System. The Contractor shall submit **Exhibit G** – Background Check System Access Request form, DSHS 17-253 (01/2019), and follow written instructions to be provided by DVR for required access and use of the system to obtain background checks on their personnel, interns, or volunteers who may have Unsupervised Access to Students.
- d. When an employee, intern, or volunteer of the Contractor receives a background check result of **"NO RECORD"**, the Contractor may allow Unsupervised Access to Students.
- e. When an employee, intern, or volunteer of the Contractor receives a background check result of **"REVIEW REQUIRED"**, the Contractor must complete **Exhibit H** - Character, Competence, and Suitability Assessment (CCSA) form, DSHS 03-506 (01/2019), to determine and document whether the employee, intern, or volunteer will be allowed to have Unsupervised Access to Students due to mitigating circumstances.
  - (1) The completed CCSA shall be kept on file with the employee, intern, or volunteer's DSHS background check results. At any time DVR may ask to view the CCSA or request a copy of the CCSA form.
- f. When an employee, intern, or volunteer of the Contractor receives a background check result of **"DISQUALIFY"** as a result of crimes, convictions, or actions that are on the DSHS Disqualifying List of Crimes and Negative Actions, the Contractor shall ensure that the employee, intern, or volunteer does not have Unsupervised Access to Students. The list can be found at the following website address in the section for programs administered by DSHS, including DSHS state employees in covered positions with access to vulnerable people: <https://www.dshs.wa.gov/ffa/disqualifying-list-crimes-and-negative-actions>.
- g. DSHS background checks shall be conducted:
  - (1) Anytime a new employee, intern, or volunteer is hired that may have Unsupervised Access to Students;
  - (2) Every two (2) years on existing personnel, interns, or volunteers having Unsupervised Access to Students; or
  - (3) When the Contractor or DVR has reason to believe an employee, intern, or volunteer has committed an offense that may affect the status of his or her Unsupervised Access to Students.
- h. All background checks and related documents shall be retained by the Contractor per DSHS General Terms and Conditions, Section 11, Maintenance of Records, with the following additional considerations:

## Special Terms and Conditions

- (1) Results of the online DSHS Background Check System for individuals who were hired by the Contractor or existing employees, interns, or volunteers, including RAP sheets or supplemental information provided by the applicant must be stored together in a secure location separated from personnel files and other less confidential documents. Documents include the person's name, date of birth, aliases, driver's license, social security number, and confidential background information.
- (2) Results of the online DSHS Background Check System for individuals who were not hired by the Contractor, or existing employees, interns, or volunteers of the Contractor who are denied Unsupervised Access to Students, because of a disqualifying record, including RAP sheets or supplemental information provided by the applicant, must be stored together in a secure location. Documents include the person's name, date of birth, aliases, driver's license number, and social security number, and confidential background information.

### 14. Disputes.

When a dispute arises over an issue concerning the terms of this Contract, the following process is used to address the dispute:

- a. The Contractor and DVR shall attempt to resolve the dispute through informal means between the Contractor and the assigned Regional Transition Consultant. For those contracts where a Regional Transition Consultant is not assigned, the Contractor shall attempt to resolve the dispute with the Regional Administrator.
- b. If the Contractor is not satisfied with the outcome of the resolution with the Regional Transition Consultant or Regional Administrator, the Contractor may submit a request for review of the disputed issue, in writing, for review within thirty (30) business days of the outcome to:

DVR Director  
DSHS/DVR  
PO Box 45340  
Olympia WA 98504-5340

- c. The Director may appoint a designee to review the disputed issue.
- d. A request for dispute resolution shall include:
  - (1) Name of the requester;
  - (2) Contractor's name, full address, phone number, and email;
  - (3) Contract number;
  - (4) Description of the issue in dispute;
  - (5) A statement describing the requester's position on the issue in dispute, including any documentation that supports this position; and
  - (6) Steps already taken to resolve the dispute.
- e. The reviewer may request additional supporting documentation from either party to assist in reaching a fair resolution.

## Special Terms and Conditions

- f. The Director shall issue a written decision to the Contractor within thirty (30) business days of receipt of all information relevant to the issue.
- g. The dispute resolution process described above is the sole administrative remedy available under this Contract.

**15. Exhibits. ALL EXHIBITS LISTED BELOW ARE INCORPORATED INTO THIS CONTRACT BY REFERENCE.**

- a. The following exhibit is attached to the end of this Contract:
  - (1) Exhibit A—Data Security Requirements.
- b. The following exhibits are located on the DVR website with the most current version, <https://www.dshs.wa.gov/dvr/pre-employment-transition-services-pre-ets>:
  - (1) Exhibit B – DSHS/DVR Pre-Employment Transition Services Approval form, DSHS 11-122 (12/2021).
  - (2) Exhibit C – Pre-ETS Curricula
  - (3) Exhibit D – Pre-Employment Transition Services Fee Schedule
  - (4) Exhibit E – Code of Ethics and Standards of Practice, DSHS 05-252 (10/2016)
  - (5) Exhibit F – DSHS Checklist Request for Approval to Subcontract form, DSHS 17-265 (01/2019)
  - (6) Exhibit G – BCS Access Request form, DSHS 17-253 (01/2019)
  - (7) Exhibit H – Character, Competence, and Suitability Assessment form, DSHS 03-506 (01/2019)
  - (8) Exhibit I – Pre-ETS Student Roster- Sign-in Sheet, DSHS 11-114 (08/2020)
  - (9) Exhibit J – Pre-ETS Outreach Report, DSHS 11-155 (7/2022).