

 <p>Washington State Department of Social & Health Services</p> <p><i>Transforming lives</i></p>		<h2>CONTRACT AMENDMENT</h2>		DSHS CONTRACT NUMBER: 2065-86003 Amendment No. 02	
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 Harborview Medical Center			CONTRACTOR doing business as (DBA) Harborview Mental Health and Addiction Services		
CONTRACTOR ADDRESS 325 Ninth Avenue Box 359797 Seattle, WA 98104			WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) 578-037-394		DSHS INDEX NUMBER 1145
CONTRACTOR CONTACT Sunny Lovin		CONTRACTOR TELEPHONE (206) 744-9664	CONTRACTOR FAX (206) 744-9854		CONTRACTOR E-MAIL ADDRESS slovin@uw.edu
DSHS ADMINISTRATION Division of Vocational Rehabilitation		DSHS DIVISION Division of Vocational Rehabilitation		DSHS CONTRACT CODE 8503LS-65	
DSHS CONTACT NAME AND TITLE Lawrence Lim Contract Specialist		DSHS CONTACT ADDRESS PO Box 45340 Olympia, WA 98504-5340			
DSHS CONTACT TELEPHONE (360)725-3642		DSHS CONTACT FAX (360)407-3933		DSHS CONTACT E-MAIL ADDRESS limlj@dshs.wa.gov	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No			CFDA NUMBERS		
AMENDMENT START DATE 07/01/2022		CONTRACT END DATE 06/30/2023			
PRIOR MAXIMUM CONTRACT AMOUNT \$0.00		AMOUNT OF INCREASE OR DECREASE \$0.00		TOTAL MAXIMUM CONTRACT AMOUNT \$0.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT CHOOSE ONE:					
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input type="checkbox"/> 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 DocuSigned by: 		PRINTED NAME AND TITLE Sommer Kleweno-Walley Chief Executive Officer		DATE SIGNED 6/9/2022	
DSHS SIGNATURE 		PRINTED NAME AND TITLE Douglas Morehead, Contact Manager		DATE SIGNED 17 June 2022	

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 3.h., **General Requirements**, is amended to read:
 - a. 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 will be made by the DVR Director 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 Customers who have Limited English Proficiency (LEP) as per the Civil Rights Act of 1964.
 - b. DVR shall reimburse the Contractor for interpreter and translation services needed to facilitate Customer job interviews.
2. Special Terms and Conditions Section 4, subsection **Job Placement Services**, is replaced in its entirety with the following:
 - (1) **Job Placement Services**
 - (a) Definitions Specific to this Service:

“Customized Employment” means competitive integrated employment, for an individual with a significant disability, that is based on an individualized determination of the strengths, needs, and interests of the individual with a significant disability, designed to meet the specific abilities of the individual with a significant disability and the business needs of the employer, and is carried out through flexible strategies. It is a relationship between an employer and an employee that is negotiated to meet the needs of both parties.

“Customized Employment Proposal” means a written proposal presented to a potential employer in writing and/or in person including a customized job description that meets both the employers and Customer's needs, develops a set of job duties, a work schedule and job arrangement and specifics of supervision.
 - i. “IPE” means Individualized Plan for Employment, which is a written plan that documents important decisions made between the Customer and the Vocational Rehabilitation Counselor (VRC).
 - ii. “Job Placement Services” means locating, securing, and placing a Customer into a paid, competitive, and integrated job that is mutually agreed upon by the Vocational

Rehabilitation Counselor (VRC), Customer, and the Contractor.

- iii. "On-the-Job Training (OJT)" means a type of training provided to a Customer in the work setting by an Employer and paid for by DVR.
- iv. "Temporary to Permanent Employment" or "Temp to Perm Employment" means employment that begins as a temporary position and then becomes a permanent position.

(b) The intent of Job Placement Services:

Job Placement is accomplished when the Customer completes their first full day of paid employment as defined by the Customer's Employer. If On-the-Job Training (OJT) services are provided, Job Placement is achieved and paid for when OJT is completed and a permanent job placement is achieved.

(c) DVR shall pay for Job Placement at the Contractor's place of business or any business entity owned or operated by the Contractor under the following conditions:

- i. The employment position matches the job goal listed on the Service Delivery Outcome Plan (SDOP).
- ii. The Customer is hired through the Contractor's competitive interviewing and hiring process.
- iii. The Contractor, Customer, and VRC all agree that it is an appropriate placement.

(d) Temporary to Permanent (Temp to Perm) Job Placement shall meet the following criteria in order to be considered a successful placement:

- i. Employer's written verification that the Employer's customary hiring practice is to start the majority of their permanent employees as temporary staff, submitted to DVR.
- ii. Placement is in accordance with the SDOP and IPE.
- iii. Customer agrees to placement.

(e) Job Placement Activity and Outcome Reports

- i. Reports are required for, and must accompany, all invoices submitted to the VRC for approval. See Section 5, Reports for additional reporting requirements.
- ii. Upon completion of the Contractor's internal intake process with the Customer, the Contractor shall submit a written report on the Service Delivery Outcome Report (SDOR) to DVR. The report shall document the Contractor's acceptance of the DVR SDOP and AFP for delivery of the authorized service and date the Contractor met and completed the Contractor's internal intake process with the Customer.
- iii. If the SDOR does not thoroughly meet the reporting requirements in this contract and subsequent amendment(s), including the requirements in the SDOP, the VRC may withhold payment and return the invoice and SDOR to the Contractor for necessary revision(s).

iv. Job Placement Activities

The Contractor shall provide a minimum of one and up to a maximum of three Job Placement activity options below (A, B, or C), to meet the requirements for the Job Placement Activities payment point:

(A) Five (5) employment site visits accompanying the Customer to apply for job openings that match the Customer's job goal:

- An application or resume shall be submitted to each job site.
- If a site visit is not allowed by the potential Employer, the Contractor shall assist the Customer in completing an application using the method required by the Employer:
 - Use of blind ads shall not be accepted for the Job Placement Activity payment point.
 - Applications submitted for employment at the Contractor's place of business or any business entity owned or operated by the Contractor shall not be counted toward the Job Placement Activity payment point.
- Employment site visits shall not be at the Contractor's place of business or any business entity owned or operated by the Contractor.

(B) A combined total of three (3) job interview(s) or unique Customized Employment proposal(s) submitted to a potential Employer that match the Customer's job goal.

(C) One (1) job offer.

v. Job Placement Activity Report

Upon completion of one or more of the Job Placement activities detailed above, the Contractor shall submit a written report on the SDOR documenting the following reporting requirements:

(A) Five (5) employment site visits accompanying the Customer to apply for job openings that match the Customer's job goal. Description on the SDOR shall include:

- Name of each potential employer visited to include contact name if known.
- Date application or resume was submitted.
- Method used to submit application or resume (e.g. site-visit, online, etc.).
- Full address and phone number if application or resume was submitted via a site-visit.
- Date of follow-up with potential employer to advocate for the Customer if follow-up was provided.

(B) Three (3) job interview(s) or unique Customized Employment proposal(s) submitted to a potential Employer that match the Customer's job goal. Description on the

SDOR shall include:

- Name of potential employer.
- Full address and phone number of potential employer to include contact name.
- Whether it was an interview or submission of a Customized Employment proposal.
- Date of interview or submission of Customized Employment proposal.

(C) One (1) job offer. Description on the SDOR shall include:

- Name of potential employer.
- Full address and phone number.
- Did the Customer accept the job offer? If the Customer did not accept the job offer, provide reason.

(D) Any additional details requested on the SDOP.

vi. Job Placement Outcome Report

Upon completion of Job Placement Services, the Contractor shall submit a written report on the SDOR indicating:

- (A) Client's placement into a paid integrated job as mutually agreed to by the VRC, Client, and CRP;
- (B) Client's completion of first full day of paid employment as defined by the employer;
- (C) Name, contact name, and address of employer;
- (D) Date of client's first day of employment;
- (E) Type of job the client is performing;
- (F) Number of hours per week the Client is scheduled to work;
- (G) Client's hourly wage and any fringe benefits;
- (H) One of the following methods of verification of employment:
 - A letter signed by the employer verifying DVR Customer's first day of paid employment in a permanent, integrated, and competitive job;
 - A copy of the DVR Customer's pay statement; or
 - Any other form of verification approved on the SDOP; and
- (I) Any additional details requested on the SDOP.

3. Special Terms and Conditions Section 13, **Background Checks**, is replaced in its entirety with the following:

Background Checks.

- a. Prior to performing services under this contract, the Contractor must obtain a criminal background check through the online DSHS Background Check System for all personnel, interns, or volunteers who may have Unsupervised Access to Customers. DVR will pay for background checks for the Contractor's personnel, interns, or volunteers only if they will serve Customers 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 back-up contact who are authorized to process confidential background checks and accept results of background checks on its personnel, interns, or volunteers utilizing the online DSHS Background Check System. The Contractor shall submit a Background Check Contractor Designated Contacts form, DSHS 17-266, 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 Customers.
- 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 Customers.
- e. When an employee, intern, or volunteer of the Contractor receives a background check result of "**REVIEW REQUIRED**", the Contractor must complete a Character, Competence, and Suitability Assessment (CCSA), DSHS 03-506, to determine and document whether the employee, intern, or volunteer will be allowed to have Unsupervised Access to Customers due to mitigating circumstances.
 - (1) The completed CCSA shall be submitted to DVR for review and kept on file with the employee, intern, or volunteer's DSHS background check results.
- 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 Customers. 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 Customers;
 - (2) Every two (2) years on existing personnel, interns, or volunteers having Unsupervised Access to Customers; 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

Customers.

h. All background check and related documents shall be retained by the Contractor in accordance with any Maintenance of Records requirements located in the General Terms and Conditions, with the following additional considerations:

(1) Results of the online DSHS Background Check System for individuals who were hired by the Contractor or existing employees, interns or volunteers who are granted Unsupervised Access to Customers, 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, and 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 Customers, 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.

4. The effective end date of this agreement is now 6/30/2023.

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