

INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON DEPARTMENT OF LABOR & INDUSTRIES
AND
WASHINGTON STATE UNIVERSITY

COPY

This Agreement is made and entered into by and between the Department of Labor & Industries, hereinafter referred to as L&I, and the

Washington State University
Department of Foreign Languages/
College of Liberal Arts
Thompson Hall Room 110-C
Pullman, WA 99164-2610

Telephone: (509) 335-4132
Facsimile: (509) 335-3708
E-mail: lmcmullen@wsu.edu

hereinafter referred to as WSU.

PURPOSE

It is the purpose of this Agreement to develop and administer testing services to assess and certify L&I bilingual employees' Spanish language communication skills.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

WSU shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work set forth in the Attachment "A". Attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on April 2, 2007 and be completed on April 2, 2010 unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. Compensation for services shall be as set forth in the Statement of Work, Attachment "A" and the Budget, Attachment "B", attached hereto and incorporated herein.

BILLING PROCEDURES

WSU shall submit invoices monthly as set forth in the Budget, Attachment "B", attached hereto and incorporated herein. Payment to WSU for approved and completed work will be made by warrant or account transfer by L&I within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

Each party shall maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents, in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the

furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

The State of Washington shall be the copyright owner for all purposes under Title 17 U.S.C., of all data which originates from this Agreement. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement rendered prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a dispute board in the following manner: Each party to this agreement shall appoint a member to the dispute board. The members so appointed shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. *Statement of Work*; and
3. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

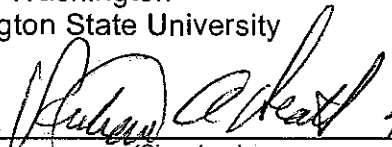
The Contract Manager for WSU is:	The Contract Manager for L&I is:
<p><u>Lisa R. McMullen</u> <small>(Contract Manager's Name)</small></p> <p><u>Dept of Foreign Languages & Cultures,</u> <u>Washington State University</u> <small>(State Agency's Name)</small></p> <p><u>PO Box 642610</u> <small>(Contract Manager's Address)</small></p> <p><u>Pullman, WA 99164-2610</u> <small>(Contract Manager's Address)</small></p> <p>Phone: (509) 335-4132 FAX: (509) 335-3708 E-Mail: lmcmullen@wsu.edu</p>	<p>Veronica Bronkema Department of Labor & Industries PO Box 44050 Olympia WA 98504-4050 Phone: (360) 902-5288 FAX: (360) 902-5420 E-Mail: <u>brve235@lni.wa.gov</u></p>

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
 Washington State University

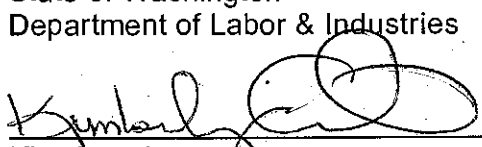

(Signature) 4/18/07
(Date)

Richard Heath
(Print Name)

Sr. Associate Vice President, Business Affairs
(Title)

91-6001108
(Federal Identification Number)

State of Washington
 Department of Labor & Industries

 4-18-07
(Date)
 Kim Contris
 Assistant Director

APPROVED AS TO FORM ONLY

Approval on File September 11, 1995
(Date)
 Christine O. Gregoire

Attorney General

Attachment A
STATEMENT OF WORK

WSU shall develop and administer testing services to assess and certify L&I employees' Spanish language communication skills. This work shall include:

Scope of Responsibilities:

WSU

- Associate Professor of Spanish at WSU, Dr. Francisco Manzo-Robledo, shall serve as the Project Director, author, examiner, evaluator, and certifying official for this project.
- The Dept of Foreign Languages & Cultures assumes responsibility for assessment and certification of examinees and will address any disputes relative to individual scores and skills assessments in the Spanish language.
- All oral exams will be administered by Dr. Manzo-Robledo or a designee appointed by the WSU Department of Foreign Languages & Cultures.
- Written exams may be administered by Dr. Manzo-Robledo or a designee appointed by the WSU Department of Foreign Languages & Cultures.
- All scoring, assessments, and certifications of both written and oral exams will be done by Dr. Manzo-Robledo or the appointed designee.
- WSU Extension Division, as sponsor, will provide access to the WECN videoconferencing system and proctors throughout the state at the designated sites (WECN website with listing of locations is appended hereto). All exams will need to be scheduled through WECN Administrator a minimum of 2 weeks in advance in order to avoid additional costs. WSU Translation Services will schedule with WECN as soon as the rosters/calendar is received from L&I.

L&I

- L&I will be responsible for registering employees for the exams and communicating those rosters to WSU Translation/Exam Services.

Additional arrangements

- The **maximum** number of people who can sit for an exam should be limited to between 15 and 20.
- A **minimum** amount of lead time to schedule an exam should be two weeks advance notice. Ideally, an entire year plan for exam dates can be established so that location, seats, and date/time can be scheduled at facilities and extra costs can be avoided..
- Dr. Manzo-Robledo will need a minimum of 2 weeks lead time to develop the first exam.

Development (costs estimated):

1. WSU shall develop multiple versions of an Oral Exam specifically for L&I application – proficiency at the BASIC LEVEL.

Costs: \$550 (10 hrs).

This is a one-time fee and includes any future requested updates at no additional cost.

2. WSU shall develop multiple versions of both Written and Oral Exams specifically for L&I application – proficiency at the FLUENT and ADVANCED LEVELS.

Costs: \$825 (15 hrs).

This is a one-time fee and includes any future requested updates at no additional cost.

3. WSU shall meet with L&I staff, at L&I's Tumwater facility, to consult with L&I during the development stage:
- one visit in April, 2007 to gather information and assess current status;
 - one visit in June 2007 to present intermediate products and discuss any needed changes; and
 - one visit in August 2007 to present final products and to program future exam dates. These travel expenses can be minimized if L&I can arrange, process, and pay directly at current state rates and thus avoid added service center charges.

Costs: Travel expenses as approved will be paid directly through L&I.

Examination/Certification (costs estimated):

1. Administering, scoring and certifying proficiency oral exams (30 mins) at the BASIC LEVEL. These are recurring fees and will be invoiced to L&I by WSU Translation Exam Services.

Costs: Per head exam fee \$20 @
Per location/day administration fee \$15 @

EXAMPLE: 15 people want to take this exam in one location on one day
15 x 20 = \$300
1 x 15 = 15
Total Invoice would be \$315

2. Additional travel expenses arranged, processed, and paid directly by L&I at state rates for Dr. Manzo-Robledo to administer oral exams at L&I designated sites. An annual schedule would be established for the number, testing location, type (basic, fluent, or advanced) of oral exams to be administered by Dr. Manzo-Robledo.

3. Administering, scoring and certifying proficiency oral (30 mins) and written (60 mins) exams at the FLUENT or ADVANCED LEVELS. These are recurring fees and will be invoiced to L&I by WSU Translation Exam Services.

Costs: Per head exam fee \$83 @
Per location/day administration fee \$15 @

EXAMPLE: 5 people take the exam at one location one day
5 people take the exam at new location the next day

10 x 83 = \$830
2 x 15 = 30
Total Invoice would be \$860

EXCEPTION:

In the event that the WECN system cannot be used and the AMS network is used instead, the following costs would apply.

The costs of the oral exam component will be increased if the AMS teleconferencing system is used in locations where they are currently established. These locations are:

Everett
Renton
Puyallup
Aberdeen
Longview
Vancouver
Goldendale
Richland
Yakima
Wenatchee
Colville
Spokane
Walla Walla

The oral exam teleconference charge is an additional \$117 per single examinee, or \$233 per **group of 3 examinees** (sequential within 1 hour). WSU Translation/Exam Services is required to schedule these facilities 1 to 2 weeks in advance and to bill L & I through the service center.

Cost Estimates

- | | | |
|----|---------------------------------------|--|
| 1. | Oral Exam (face-to-face) | \$20 each |
| | Oral Exam (teleconferenced) | \$137 each (single) or \$98 each (group of 3) |
| 2. | Written & Oral Exam (face-to-face) | \$83 each |
| | Written & Oral Exam (teleconferenced) | \$180 each (single) or \$141 each (group of 3) |

ASSURANCES

The parties agree that all activity pursuant to this Agreement will be in accordance with all the applicable current or future federal, state and local laws, rules, and regulations.

MEMO OF UNDERSTANDING (MOU)

Any instructions that either Contract Manager determines to address more than day-to-day concerns, but do not modify the terms of this contract, shall be documented by a written, numbered *Memo of Understanding*.

DATE WARRANTY

The Contractor warrants that all Products provided under this Contract: (i)do not have a life expectancy limited by date or time format; (ii)will correctly record, store, process, and present calendar dates; (iii)will lose no functionality, data integrity, or performance with respect to any date; and (iv)will be interoperable with other software used by L&I that may deliver date records from the Products, or interact with date records of the Products ("Date Warranty"). In the event a Date Warranty problem is reported to the Contractor by L&I and such problem remains unresolved after three (3) calendar days, at L&I's discretion, the Contractor shall send, at the Contractor's sole expense, at least one (1) qualified and knowledgeable representative to L&I's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on L&I's premises. This Date Warranty shall last perpetually. In the event of a

breach of any of these representations and warranties, the Contractor shall indemnify and hold harmless L&I from and against any and all harm, injury, damages, costs, and expenses incurred by L&I arising out of said breach.

CONFIDENTIALITY

Each party agrees not to divulge, publish or otherwise make known to unauthorized persons confidential information accessed under this Agreement. WSU agrees that all materials containing confidential information received pursuant to this Agreement, including, but not limited to information derived from or containing patient records, claimant file and medical case management report information, relations with L&I's clients and its employees, and any other information which may be classified as confidential, shall not be disclosed to other persons without L&I's written consent except as may be required by law.

WSU agrees to utilize reasonable security procedures and protections designed to assure that confidential information is not disclosed to persons other than staff who also agree to such confidentiality requirements. WSU shall include such requirements of confidentiality for all staff that have access to the confidential data pursuant to this Agreement.

Human Research Review Process. WSU shall protect personal identifying information and comply with state (DSHS/DOH Human Research Review Board) and federal Human Research Review Processes, if applicable.

USE OF DATA

With regard to the use of data, WSU and L&I specifically agree to the following:

1. WSU shall return to L&I at the conclusion of this Agreement, all data received from L&I and/or otherwise originating from this Agreement as set out above.
2. WSU shall request and must receive written permission from L&I's Assistant Director for the program sponsoring this Agreement, or his/her designee, for any use of data for research beyond the scope of this Agreement. L&I's permission is intended to prevent misuse of the data, not to limit or prohibit objective analysis.

In considering whether to grant permission for use of data, L&I will take into account factors such as the following:

- the potential contribution to the fund of knowledge in research of interest to L&I;
- the opportunity for L&I staff to work collaboratively with WSU on the research;
- the potential to answer policymakers' or researcher's more in-depth questions;
- consumer satisfaction, survey, and/or implementation of program issues;
- recognition of the relative intellectual contribution to the research by WSU and L&I investigators; and
- the level of benefit to L&I programs, staff and/or clients.

3. L&I reserves the right to review and place the following disclaimer on all related work published beyond the scope of this Agreement:

The content of this publication does not necessarily reflect the view or policies of the Washington State Department of Labor and Industries, nor does the mention of trade names, commercial products, or organizations imply endorsement by the state of Washington.

4. L&I reserves the right to receive the following at no charge: a) a detailed briefing of approximately 1 to 2 hours in length on the findings, analysis, and/or conclusions of all related research performed outside of the scope of this Agreement; and b) copies of work products and/or publications.

To the extent that the activities performed under this Agreement are intended to be objective and unbiased, L&I's right to review and comment upon work products in progress shall not include any attempts to violate the integrity of the process. L&I will not place content or editorial restrictions on WSU with regard to any materials submitted by WSU for publication which are, in whole or part, work products delivered as part of this Agreement.

INDEMNIFICATION

Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, students and/or agents in connection with or incidental to the performance of this agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

and WSU are
L&I is covered by the State of Washington Self-Insurance Program and the Tort Claims Act, RCW 4.92.070, and Claims against L&I, its employees, officers, and/or agents in connection with or incidental to the performance of this agreement, will be paid from the Revolving Trust as provided in RCW 4.92.130.

is by
L&I does not and will not assume liability for Worker's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims or claims under similar such laws or obligations of ~~students of the WSU~~ *either party* in connection with or incidental to the performance of this agreement.

~~The WSU maintains a professional liability coverage program under the authority of RCW 28B.20.250, .253, and .255. Through that authority, the WSU provides liability coverage for its employees officers, agents and students in connection with or incidental to the performance of this agreement, and further provides the means for defense and payment of claims that may arise against such individuals.~~

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Attachment B
BUDGET

TRAVEL EXPENSES

L&I shall reimburse Dr. Manzo-Robledo or his designee at the rate applicable at the time of the travel as set out in the State of Washington Office of Financial Management State Administrative & Accounting Manual (SAAM), Reimbursement Rates for Lodging, Meals and Private Vehicle Mileage, Schedule "A". To receive reimbursement, Dr. Manzo-Robledo or his designee must obtain approval prior to travel, then provide original receipts and a detailed breakdown of authorized expenses, identifying what was expended and when.

BILLING DETAIL

Each invoice voucher submitted to L&I by WSU Translation/Exam Services shall include such information as is necessary for L&I to determine the exact nature of all expenditures. At a minimum, the invoice shall specify the following:

- L&I Contract Number K966,
- the total number of exams administered,
- the cost for each deliverable,
- the total invoice charge.

FUNDING CONTINGENCY

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, L&I may;

- Terminate this Agreement without advance notice subject to renegotiation under those new funding limitations and conditions or
- After a review of project expenditures and deliverable status, extend the end date of the Agreement and postpone deliverables or portions of deliverables.

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An extension shall be at the exclusive option of L&I and shall be affected by L&I giving written notice of extension to WSU not less than thirty (30) days prior to the expiration date of the then current term of this Agreement. No change in terms and conditions shall be permitted during these extensions unless specifically set forth in the Agreement and the total compensation shall remain firm and fixed.

*Such extension shall be subject to WSU's
Consent and re-negotiation of the fees.*