

**INTERAGENCY AGREEMENT
BETWEEN
Washington State University Global Campus
AND
Washington Workforce Training and Education Board**

This Agreement is made and entered into by and between Washington State University, by and through its Global Campus unit ("WSUGC"), located at (208 Van Doren Hall, Pullman, WA 99164-5210) and the (Washington Workforce Training and Education Board) ("WTB"), and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW (each a "Party", together the "Parties").

1. PURPOSE

The purpose of this Agreement is for WTB to contract with WSUGC to provide preliminary work to inform the design and development of a Washington digital literacy credential program, WSUGC shall research the landscape of digital literacy programs from providers across the state; create a comprehensive database of available programs; research and identify gaps in the needed skills training currently available; research and identify potential subject matter experts to help develop a draft version of common curriculum; and identify digital badging opportunities in accordance with state guidelines and needs.

2. STATEMENT OF WORK

WSUGC shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Exhibit "A" attached and incorporated herein.

3. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2024, and be completed on June 30, 2025, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

4. COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of chapter 39.34.130 RCW. The Parties have estimated that the cost of accomplishing the work herein will not exceed \$425,000. Payment for satisfactory performance of the work shall not exceed this amount unless the Parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be in accordance with the Budget in Exhibit B and payment schedule in Exhibit A, which are

Summary of Comments on IAA-966-24 with edits.pdf

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attached and incorporated herein.

5. BILLING PROCEDURES

WSUGC shall submit fixed-price, milestone invoices in accordance with the payment schedule in Exhibit A. WTB will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget. Payment to WSUGC for approved and completed work will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year

a. Time and Method of Payment. Payment will be based upon properly completed invoices sent via email to the WTB Contract Manager and Finance@wtb.wa.gov in consideration for services rendered. Payment can also be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the contract, payment at conclusion of the contract, etc. All invoices will describe charges and deliverables to the satisfaction of the Workforce Board. The charges will be made in accordance with those herein agreed to and identified by deliverable. The invoice for final payment must be submitted within 30 days of the contract completion date.

(1) Payment will be considered timely if made by the Workforce Board within 30 days after receiving properly completed invoices. Payment will be sent to the address designated by the Contractor. The Workforce Board may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for service rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

b. Payment and Invoicing. Contractor shall submit documentation to WTB's designated contact for Services delivered under this Contract. Such documentation shall itemize the following:

- (1) Contract No. IAA-966-24
- (2) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative).
- (3) Contractor's Federal Tax Identification Number.
- (4) Date(s) of delivery.
- (5) Detailed description of Services and Deliverables provided AND/OR Submission of deliverables required during each one (1) month period AND/OR Submission of a written status report including progress to date and, if necessary, an explanation of delays in progress and a description of plans to mitigate those delays.
- (6) Consideration for services rendered shall be payable upon receipt of properly completed invoices and supporting documentation such as time sheets submitted no later than the 10th of the month. Invoices shall be sent via email to the WTB Contract Representative and Finance@wtb.wa.gov.

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- Number: 1 Author: Katherine Maggio Subject: Comment on Text Date: 8/7/2024 2:20:49 PM
check or ACH
-
- Number: 2 Author: Katherine Maggio Subject: Inserted Text Date: 8/7/2024 2:25:51 PM
Invoices must be submitted within 30 days of end of quarter
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- Number: 3 Author: Katherine Maggio Subject: Comment on Text Date: 8/7/2024 2:24:28 PM
@paulette We will need their Statewide Vendor Number (SWV). WSU has many branches and SWV, so please get very specific number for this department

6. DUPLICATION OF BILLED COSTS

WSUGC shall not bill the WTB for services performed under this contract, and the WTB shall not pay WSUGC, if WSUGC is entitled to payment or has been or will be paid by any other source, including grants, for that service.

7. 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 Agreement and prior to completion of the work in this Agreement, the WTB may:

- a. Terminate this Agreement with (30) days advance notice. If this Agreement is terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or
- d. Pursue such other alternative as the Parties mutually agree to writing.

8. AMENDMENT

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.

9. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, 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.

10. ASSURANCES

The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

11. 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 <i>WSUGC</i> is:	The Contract Manager for <i>WTB</i> is:
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<p>Kelly Newell, Asst. Vice Chancellor WSU Global Campus PO Box 645220 Pullman, WA 99164-5220 Phone: (509) 335-4850 E-Mail: knewell@wsu.edu</p>	<p>Paulette Beadling WA State Workforce Training & Education Coordinating Board 128 10th Ave Olympia, WA 98501 Phone: (360) 709-4600 E-Mail: paulette.beadling@wtb.wa.gov</p>
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12. 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 one 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, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both Parties.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

13. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

14. 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.

15. MAINTENANCE OF RECORDS

- a. The Parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either Party in the performance of the service(s) 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 of Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.
- b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c. 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 any confidential information 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. However, the Parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

16. ORDER OF PRECEDENCE

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:

- a. Applicable state and federal statutes, and local laws, rules and regulations;
- b. The Exhibits hereto; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

17. RESPONSIBILITIES OF THE PARTIES

Each Party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither Party assumes any responsibility to the other Party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

18. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

19. SITE SECURITY

If WSUGC will be on WTB premises, WSUGC its agents, employees, or Subcontractors shall comply with the WTB security policies and regulations.

20. SUBCONTRACTING

- a. "Subcontractor" means one not in the employment of a Party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a Party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

- b. Except as otherwise provided in the Agreement, WSUGC shall not subcontract any of the contracted services without the prior approval of the WTB. WSUGC is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of WSUGC or its Subcontractors to perform the obligations of this Agreement shall not discharge WSUGC from its obligations under this Agreement.

21. 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.

22. TERMINATION FOR CONVENIENCE

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

23. 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. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the Parties.

24. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this Agreement, WSUGC certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. WSUGC further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to subrecipients for any amount. WSUGC may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.

25. SAFEGUARDING OF CONFIDENTIAL INFORMATION

- a. Each Party shall not use or disclose Confidential Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State

law. Each Party agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Confidential Information.

b. Each Party shall protect Confidential Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification or loss. Each Party shall ensure their directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this Agreement. Each Party and their Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the other Party or as otherwise authorized by law. Each Party agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure.

c. Each Party shall notify the other Party immediately after becoming aware of any unauthorized access, use or disclosure, and shall take necessary steps to mitigate the harmful effects of such use or disclosure. Each Party agrees to hold harmless the other Party for any damages related to unauthorized use or disclosure by their officers, directors, employees, Subcontractors or agents.

d. Any breach of this clause may result in termination of the Agreement, suspension of on-line access accounts and the demand for return of all Confidential Information.

e. The agency who owns the data is responsible for informing the other agency what it considers confidential.

f. Public Disclosure

(1) Either Party to this Agreement may designate certain Confidential Information as "Confidential Information/Notice Requested." This designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information.

(2) If a third party requestor seeks information that has been marked "Confidential Information/Notice Requested," notice shall be given to the marking Party prior to release of the information. Such notice shall be provided to the program contact no less than five business days prior to the date of the disclosure, to allow the Party objecting to disclosure to seek a protective order from the proper tribunal.

g. Human Research Review Process. Each Party shall protect Confidential Information and comply with state and federal human research review processes, as implemented by the Washington State Institutional Review Board, if applicable, and as defined in chapter 42.28 RCW.

26. RIGHTS IN DATA

State Ownership: Copyright in all material created by WSUGC and paid for by WTB as a part of this Agreement shall be the property of the State of Washington. Both WSUGC and WTB may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training

materials. Material that the WSUGC uses to perform this Agreement but which is not created for or paid for by WTB shall be owned by WSUGC or such other party as determined by Copyright law and/or WSUGC internal policies. WTB hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to WSUGC to use the materials for WSUGC internal purposes.

27. TREATMENT OF ASSETS

Title to all property furnished by the WTB shall remain with the WTB. Title to all property furnished by WSUGC, the cost of which the WSUGC is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the WTB upon delivery of such property by the WSUGC. Title to other property, the cost of which is reimbursable to the WSUGC under this Agreement, shall pass to and vest in the WTB upon (i) issuance for use of such property in the performance of this Agreement or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTB in whole or in part, whichever first occurs.

28. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

a. "Confidential Information" shall mean information that may be exempt from disclosure under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, Personal Information, agency source code or object code, and agency security data.

b. "Individually Identifiable Health Information" is a subset of health information, including demographic information collected from an individual and relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, as set forth in 45 CFR Sec. 164.501 as currently adopted and subsequently amended or revised.

c. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either chapter 42.56 RCW or other state and federal statutes.

d. "Protected Health Information" means Individually Identifiable Health Information that is transmitted by electronic media, or transmitted or maintained in any other form or medium, as set forth in 45 CFR Sec. 164.501, as currently adopted and subsequently amended or revised.

29. SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>. The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity. The Contractor may contact Katherine Maggio at Katherine.maggio@wtb.wa.gov for technical assistance in using the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. The Public Owner reserves the right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

- a. The Contractor shall:
 - (1) Register and enter all required Subcontractor information into Access Equity no later than fifteen (15) days after the Public Owner creates the Contract Record.
 - (2) Complete the required user training (two (2) one-hour online sessions) no later than twenty (20) days after the Public Owner creates the Contract Record.
 - (3) Report the amount and date of all payments (i) received from the Public Owner, and (ii) paid to Subcontractors, no later than sixty (60) days, issuance of each payment made by the Public Owner to the Contractor, unless otherwise specified in writing by the Public Owner, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.

30. 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
Workforce Training and Education Board



(Signature) 8/20/24
(Date)

Eleni Papadakis

(Print Name)
Exec Director

(Title)

State of Washington
Washington State University



(Signature) 8.6.24
(Date)

Amanda N Owen
Associate Director, PACS

Exhibit A
STATEMENT OF WORK

During the Discovery Phase, WSUGC will identify subject matter experts (SME) and convene focus groups and feedback committees across the state that includes at a minimum:

- Employers from leading industries in Washington state, such as Tech, Advanced Manufacturing, Agriculture, Hospitality and Healthcare.
- Higher Education Providers; Career and Technical Colleges, NW Indian College, Heritage University, State 4-year institutions.
- Workforce Training Boards; Worksource, Workforce Development Council, JobSkills Program
- Secondary Education; OSPI, State Board of Education, Career Readiness
- Tribes; WSU has relationships with 6 tribes upon whose homelands the university was built
- Libraries; Public libraries serve their local communities in providing access to online resources, training programs, and more
- Community-based organizations (CBOs) that provide digital literacy training and/or digital navigation for their community members

Currently available digital literacy curricula will be reviewed and cataloged as a baseline, and input from stakeholders will help inform a draft version of common curriculum.

Deliverables:

Quarterly Progress Reports providing detailed updates on the progress made shall be submitted within 15 days following the end of each quarter, covering the period from July 1, 2024 thru March 30, 2025.

- 1) Quarter 1
 - a) Develop project plan for Year 1 and identify project team members
 - b) Identify points of contacts across digital literacy community
 - c) Establish scopes and timelines for partnerships

- 2) Quarter 2
 - a) Reach out across digital literacy community to identify and assess current curricula and other resources currently in use
 - b) Continue building partnerships with scopes
 - c) Identify possible subject matter experts (SMEs) for gap analysis

- 3) Quarter 3
 - a) Final convenings and finalize catalog of current offerings
 - b) SME gap analysis beings toward curriculum recommendations

Final Progress Report due 30 days following the end of the performance period detailing the collection of current resources with evaluation to include: learning objectives, cultural appropriateness for targeted populations, accessibility, usefulness and portability of credentials, and cost information. Develop a legislative decision package, narrative, and budget for the next four (4) to six (6) years to continue developmental work, piloting and evaluation, and the build-out of assessment/credentialing system. This will provide the necessary information to create draft curriculum in subsequent years should additional funding be secured.

Invoice Schedule:

<i>Invoice Number</i>	<i>Invoice Date</i>	<i>Invoice Amount</i>	<i>Deliverable</i>
1	August 15, 2024	\$100,000	Project Kick Off Report
2	October 15, 2024	\$100,000	Q1 Progress Report
3	January 15, 2025	\$100,000	Q2 Progress Report
4	April 15, 2025	\$100,000	Q3 Progress Report
5	July 30, 2025	\$25,000	Final Progress Report

Exhibit B
BUDGET

The Parties have estimated that the cost of accomplishing the work herein will not exceed **\$425,000**.

<u>Object of Expenditure</u>	<u>FY25</u>
Salaries & Wages	162,500
Employee Benefits	57,200
Personal Service Contracts	35,000
Goods and Services	63,300
Travel	72,000
Intra-Agency Reimbursement	<u>35,000</u>
Total Expenditures	<u><u>425,000</u></u>

- 1) Personnel (Discovery Phase: \$219,700):
 - a. 1.0 FTE Program Coordinator; 1.0 FTE Education Manager; 0.5 FTE Instructional Designer
- 2) Personal Services Contracts (Discovery Phase: \$35,000)
 - a. SMEs will be contracted with to develop curriculum for online and in-person trainings
- 3) Goods & Services (Discovery Phase: \$63,300):
 - a. Meeting Expense (Discovery Phase: \$23,300):
 - i. Monthly meetings
 - b. Site & Technology Rentals (Discovery Phase: \$24,000):
 - i. Budget for providing funding to physical sites willing to upscale tech and facilities and train personnel to deliver curriculum.
 - ii. WSUGC and the WTB will evaluate high priority training sites and allocate budget as needed
 - c. Badging Infrastructure (Discovery Phase: \$16,000):
 - i. Badging infrastructure specifically designed and stood up for these digital literacy courses, including design of the badges, access web sites, etc.
 - ii. Per person fee to access badges (regardless of number of badges per person)
- 4) Travel expenses (Discovery Phase: \$72,000):
 - a. Travel for WSU staff to attend monthly meetings
 - b. Travel for stakeholders as needed to encourage and incentivize participation in meetings; virtual meetings will be held to reduce costs, but face-to-face collaboration needs to be facilitated and made possible
- 5) Intra-Agency Reimbursement (Discovery Phase: \$35,000):
 - a. Reimbursement to WSU Extension for participation and to scale up existing programs for access to rural and underserved communities, which includes upkeep and servicing of Drive-Fi locations