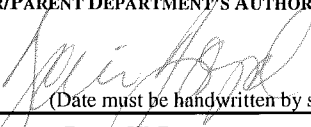
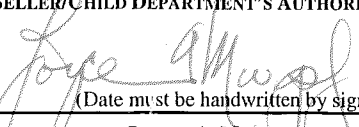


COMMONWEALTH OF MASSACHUSETTS

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.

BUDGET FISCAL YEAR: 2015-2018		RFR REFERENCE NUMBER ENTER RFR NUMBER: _____ OR <input checked="" type="checkbox"/> N/A.	
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: EOL		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: UMS	
BUSINESS MAILING ADDRESS EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT (EOLWD) / DEPARTMENT OF CAREER SERVICES (DCS) 19 STANIFORD ST., BOSTON, MA 02114		BUSINESS MAILING ADDRESS: UNIVERSITY OF MASSACHUSETTS (UMS) WORK WITHOUT LIMITS INITIATIVE (WWL) 333 South St. Shrewsbury, Massachusetts 01545-4169 AD021 VC6000178132	
ISA MANAGER: DAVID MANNING		ISA MANAGER: KATHY PETKAUSKOS	
PHONE: 617-626-5684	FAX: _____	PHONE: 508-856-3897	FAX: _____
E-MAIL ADDRESS: <u>dmanning@detma.org</u>		E-MAIL ADDRESS: <u>Kathy.Petkauskos@umassmed.edu</u>	
Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.) <input type="checkbox"/> New ISA. Current Maximum Obligation for total duration of ISA \$ _____ (Use "N/A" for Non-Financial ISA.) (Complete Attachment B) <input checked="" type="checkbox"/> Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments) Amendment #2 <input type="checkbox"/> Amend Budget/Accounts. Change Maximum Obligation from: _____ to New Maximum Obligation _____ (Attachment B) <input checked="" type="checkbox"/> Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B) <input type="checkbox"/> Amend Dates of Performance. New Dates of Service: Start Date: _____ End Date: _____ (Subject to execution dates below.) <input type="checkbox"/> Amend Scope of Services/Performance			
MASS. DEI 5 PATHWAYS PROJECT: BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED: This ISA provides funding for services to be performed by WWL which will support and implement the Massachusetts DEI project (MA-DEI 5 Pathways to Employment), a project utilizing a grant from the U.S. Dept. of Labor MA-DEI 5 Pathways to Employment, CFDA # 17.207. WWL has been providing the pilot career center sites with employer engagement support and activities, however, the level of support needed in the 2nd year of the grant was less than anticipated and planned. As time goes on and the sites enroll and train more customers with disabilities, the need for technical assistance on engaging employers is increasing. WWL anticipates a higher level of these types of activities in the 3rd and final years of the grant award and this ISA. (CWM Tracking #: CPPR023-A2)			
WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.			
ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code. <input type="checkbox"/> BGCN – non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds. <input type="checkbox"/> BGCS – subsidiarized (budgetary) <input checked="" type="checkbox"/> Other (CT, RPO as authorized by CTR): <u>CT EOL 3250 15DEIWWL000000000000</u> <input type="checkbox"/> Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA. <input type="checkbox"/> Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)			
<input checked="" type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account: 70026626	Fund: _____	Major Program Code: ES6626 Program Code: FMIDEISP2E
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account: _____	Fund: _____	Major Program Code: _____ Program Code: _____
ISA ANTICIPATED START DATE: <u>Upon execution</u> , provided that the Seller/Child certifies that it will not incur any obligations did not relate to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.			
TERMINATION DATE OF THIS ISA: This ISA shall terminate on <u>3/31/18</u> unless terminated or properly amended in writing by the parties prior to this date.			
BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF , by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, including this ISA, may be considered to be in violation of M.G.L. c. 29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.			
BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE:  DATE: <u>09/21/2016</u> (Date must be handwritten by signatory at time of signature)		SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE:  DATE: <u>9/24/16</u> (Date must be handwritten by signatory at time of signature)	
PRINT NAME: BRIAN W. BOYD		PRINT NAME: JOYCE A. MURPHY	
PRINT TITLE: DIRECTOR OF CONTRACTS AND PROCUREMENT		PRINT TITLE: EXEC. VICE CHANCELLOR, COMMONWEALTH MEDICINE, UMASS MEDICAL SCHOOL	

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

TERMS AND CONDITIONS

The following terms and conditions are incorporated by reference into any ISA.

Role of the Office of the Comptroller. All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

Seller/Child Department Certifications. By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR. The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

Buyer/Parent Department Certifications. Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

Chief Fiscal Officer. The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

ISA Manager. Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

Record-keeping and Retention, Inspection of Records. The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

Payments and Compensation. The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

ISA Termination or Suspension. An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or

negligence. Contractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Seller/Child's control.

Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

Confidentiality. The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPPA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

Assignment. The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

Subcontracting By Seller/Child. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

Affirmative Action, Non-Discrimination in Hiring and Employment. In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

Waivers. Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

Risk of Loss. The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until is accepted by the Buyer/Parent.

Disputes. The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

Interpretation, Severability, Conflicts with Law, Integration. Any amendment or attachment to any ISA that contains conflicting language or has the affect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

TERMS AND CONDITIONS

ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS:

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

This ISA provides funding for services to be performed by WWL which will support and implement the Massachusetts DEI project (MA-DEI Pathway to Employment), a project utilizing a grant from the U.S. Dept. of Labor, CFDA # 17.207 to help expand the capacity of local American Job Centers to improve employment outcomes for adults with disabilities by increasing their participation in existing career pathway systems and programs that build on partnerships among local educational institutions, businesses and disability advocates. **WWL has been providing the pilot career center sites with employer engagement support and activities, however, the level of support needed in the 2nd year of the grant was less than anticipated and planned. As time goes on and the sites enroll and train more customers with disabilities, the need for technical assistance on engaging employers is increasing. WWL anticipates a higher level of these types of activities in the 3rd and final years of the grant award and this ISA.** The grant funds will be used to:

- Hire or designate a Disability Resource Coordinator, an expert in workforce and disability issues, to achieve program goals;
- Foster partnerships and collaboration at the state and local levels;
- Integrate resources and services; and
- Ensure that local American Job Centers comply with physical, programmatic and communications accessibility requirements

This initiative also expands the public workforce system's participation in the Social Security Administration's Ticket to Work Program by requiring state workforce agencies or local workforce boards to become active Employment Networks. Many Supplemental Security Income and Social Security Disability Insurance beneficiaries use the mainstream workforce system to seek employment opportunities.

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

A. **ISA DEFINITIONS:**

1. Disability Employment Initiative (MA-DEI or DEI) - An initiative funded through the US Department of Labor (USDOL), CFDA # 17.207, designed to improve both opportunities and outcomes for adults with disabilities who may be unemployed, under- employed and/or receiving Social Security Insurance/Social Security Disability Insurance (SSI/SSDI) benefits.
2. DCS – The Massachusetts Department of Career Services, DEI grant recipient and project lead for the USDOL grant funding the DEI project, responsible for direct communication/reporting with USDOL, project budget management, and overall project coordination.
3. State DEI Lead - DCS. Diane Hurley, DCS Director of Policy and Planning, is the DCS point of contact for this project,
4. DEI Coordinating Committee – A cross-agency coordinating committee which will include representatives from, but not limited to the following state agencies: Departments of Career Services, Veterans Services, Developmental Services, Mental Health, and the Massachusetts Rehabilitation Commission (VR).
5. Disability Resource Coordinator (DRC) - DRCs will screen individuals to determine appropriateness for the project's service strategies and will work with the job seeker on determining whether the two service strategies beyond general Partnership and Collaboration, will be utilized to assist the individual in successfully achieving their employment goals, and whether one or both strategies are appropriate. The DRC will support the individual in using various One-Stop skill and assessment tools to obtain a baseline of information regarding the individual's current knowledge, skills, and abilities (KSAs), arranging for accommodations in utilizing these assessment tools as appropriate and will develop a Career Action Plan with each participant.
6. Eligibility – eligibility criteria for enrollment into the DEI program in the Massachusetts One-Stop Employment System database.
7. IRT / Integrated Resource Teams – A strategic approach utilized where coordination of service plans across agencies is seen as a beneficial approach. Integrated Resource Teams coordinate services and leverage funding to meet the needs of a job seeker with a disability.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

8. National Disability Institute Consulting, Inc (NDI) - a national not for profit corporation that is dedicated to changing thinking and behavior that advance the financial stability and economic strength of persons with disabilities across the country.
9. DEI project coordinator - DCS employee who has responsibility for state-level project oversight.
10. LWIB - Local Workforce Investment Board – the entity that sets policy for the local workforce development system.
11. Project Sites – Metro North, North Central and Central MA workforce investment areas.
12. Ticket to Work - The centerpiece of the Ticket to Work and Work Incentives Improvement Act (TWIIA) of 1999, Public Law 106-170 which provides those Social Security disability beneficiaries who are receiving Social Security Income (SSI) or Social Security Insurance (SSDI) benefits with incentives and options for them to enter or re-enter the workforce.
13. USDOL – The United States Department of Labor
14. DTA – The Massachusetts Department of Transitional Assistance (DTA) provides food and cash assistance, safety and stabilization, and employment services.
15. WWL – The Work Without Limits Initiative (WWL), through the University of Massachusetts Medical School, is a Massachusetts Disability Employment Initiative that uses public/private partnerships that bring together people with disabilities, family members, policy researchers, policy makers, service planners, employment service providers, employers, and other stakeholders to maximize work opportunities for youth and adults with disabilities, address the needs of employers, and strengthen the Massachusetts workforce.
16. One-Stop Career Center (OSCC) – physical locations that provide job seekers with access to a variety of job assistance services, and provide employer with employment and training resources, such as assistance with recruitment and hiring, job matching with potential hires, workforce training grants and tax credit programs.

B. WWL Scope of Work

WWL will provide the following services in support of the MA-DEI 5 Pathway to Employment:

1. Work in coordination with the One Stop Career Centers within the three participating Massachusetts Workforce Investment Board (WIB) areas (Metro-North/Cambridge, North-Central/Leominster and Central/Worcester) to increase the number and type of employers who will offer work-place learning and unsubsidized employment opportunities to grant participants;
 2. Develop and implement a series of educational sessions for employers regarding the advantages of employing people with disabilities, and the resources available to be successful in this area;
 3. Provide educational and networking opportunities to grant staff, customer and employer participants at regional and/or statewide multi-stakeholder conferences and career fairs.
3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:
- WWL benchmarks include:
- a. By Sept. 30, 2015, an employer outreach plan will be developed in coordination with each WIB area.
 - b. By June 30, 2017, educational events for employers will be conducted in each WIB area.
 - c. DEI grant staff, customer and employer participants will be invited to attend WWL's statewide conference and career fair held annually in the month October.
 - d. By March 31, 2018, WWL will work in coordination with DEI staff to conduct at least one networking and career fair event in each of the WIB areas.
4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:
DCS has determined that WWL has substantial experience providing the services required by this ISA and will do so in the most cost-effective manner.
5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? X No ___ Yes.
If Yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors).
DCS has determined that WWL has substantial experience providing the services required by this ISA and will do so in the most cost-effective manner.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

6. Subcontractors. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)

N/A

7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

N/A

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

WWL will prepare and submit the following reports to the state DEI lead and DCS Fiscal Manager:

- a. Monthly Fiscal Status Report (FS) – financial obligations, accruals and expenditures. (submit to the DEI Lead and DCS Fiscal Manager)
- b. Quarterly Narrative Report – bullet point update regarding status of activities outlined in the Scope of Work (submit to the DEI Lead)
- c. Mid-Point Summary Narrative Report on progress-to-date (submit to the DEI Lead)
- d. Final Report (submit to the DEI Lead)

9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

- a. Overall Structure

UMMS shall be compensated for work performed under this ISA by being reimbursed for its Direct Costs and Indirect Costs.

- b. Direct Costs

1. For purposes of this ISA, the term "Direct Costs" shall mean the actual and reasonable expenses incurred by UMMS for the services required by this ISA, subject to the fiscal year budget and maximum obligation limits of this ISA.
2. For the fiscal year ending June 30, 2015 (FY15), EOLWD and UMMS hereby agree that the Budget for the Direct Costs of FY15 shall be no more than \$0.
3. For the fiscal year ending June 30, 2016 (FY16), EOLWD and UMMS hereby agree that the Budget for the Direct Costs of FY16 shall be no more than \$46,571.00.
4. For the fiscal year ending June 30, 2017 (FY17), EOLWD and UMMS hereby agree that the Budget for the Direct Costs of FY17 shall be no more than \$66,213.00.
5. For the fiscal year ending June 30, 2018 (FY18), EOLWD and UMMS hereby agree that the Budget for the Direct Costs of FY18 shall be no more than \$34,511.00.

- c. Indirect Costs

1. For purposes of this ISA, the term "Indirect Costs" shall mean an overhead rate that UMMS is permitted to charge under state and federal law for the services required by this ISA.
2. The Indirect Costs percentage rate in effect as of July 1, 2014, is 19%.
3. For the fiscal year ending June 30, 2015 (FY15), EOLWD and UMMS hereby agree that the Budget for the Indirect Costs of FY15 shall be no more than \$0.
4. For the fiscal year ending June 30, 2016 (FY16), EOLWD and UMMS hereby agree that the Budget for the Indirect Costs of FY16 shall be no more than \$8,735.00.

**INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM
TERMS AND CONDITIONS**

5. For the fiscal year ending June 30, 2017 (FY17), EOLWD and UMMS hereby agree that the Budget for the Indirect Costs of FY17 shall be no more than \$12,485.00.
6. For the fiscal year ending June 30, 2018 (FY18), EOLWD and UMMS hereby agree that the Budget for the Indirect Costs of FY18 shall be no more than \$6,485.00.

d. Payment

EOLWD shall transfer funds to UMMS in amounts not to exceed the amounts set forth in **Section 9.B and Section 9.C**. UMMS will invoice EOLWD for actual costs incurred each month accordingly. Payment will be made within 45 days of invoice receipt.

e. Payment in Full

1. The parties may negotiate changes in scope of work or performance if sufficient funds are not available (including funds that may be received from the federal government) for the purposes of this ISA,
2. The Compensation described under this ISA shall constitute payment in full to UMMS for its responsibilities under this ISA.
3. UMMS shall not be entitled to receive any compensation for the services performed under this ISA, including federal financial participation or retained revenue, other than the Compensation described in **Section 9** of this ISA.

In providing services pursuant to this ISA, UMS/WWL is performing in the capacity of EOLWD's subcontractor and not as an awardee of Grant CFDA #17.207 and will comply with grant obligations applicable to institutions of higher education as set forth in the U.S. Department of Labor Grant/Agreement Notification of Award/Obligation attached to the original ISA.

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM **INSTRUCTIONS**

ATTACHMENT B - BUDGET

Check one: ☐ Initial ISA Budget

☒ ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: \$175,000

PRIOR MMARS DOCUMENT ID: CT EOL 3250 15DEIWWL0000000000000

CURRENT Doc ID: CT EOL 3250 15DEIWWL0000000000000

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

Budget Each Fiscal Year	B Seller/Child Account	C Object Class	D Description	E Initial ISA Amount / or Amount Prior to Amendment	F Indicate Add or Reduce +/-	G Amendment Amount	H Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds	I New Amount After Amendment
FY15		HH	Consulting Services	\$0			Yes	\$0
FY16		HH	Consulting Services	\$77,479	-	\$22,173	Yes	\$55,306
FY17		HH	Consulting Services	\$56,525	+	\$22,173	Yes	\$78,698
FY18		HH	Consulting Services	\$40,996				

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA	
FISCAL YEAR: <u>2015</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 0
FISCAL YEAR: <u>2016</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 55,306
FISCAL YEAR: <u>2017</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 78,698
FISCAL YEAR: <u>2018</u> SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$ 40,996
TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA (or New Total Maximum Obligation if amended)	\$ 175,000.00

Additional Budget Specifications:

INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM INSTRUCTIONS

/A - ATTACHMENT C - FEDERAL GRANT SELLER/CHILD ACCOUNT

[Complete ONLY if Buyer/Parent Account is a Federal Grant Account. Seller/Child Department must signoff in order to process document.]

NEW ISA - ISA AMENDMENT		BUDGET FISCAL YEAR:	
BUYER/PARENT DEPARTMENT:		SELLER/CHILD DEPARTMENT:	
CTR ONLY - REVENUE BUREAU WILL ASSIGN			
Revenue Budget		Revenue Source	
BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW			
CENTRAL BUDGET STRUCTURE (BGCN - BQ89)			
Appropriation Number:	Payroll	Indicator :	Yes <input type="checkbox"/> No <input type="checkbox"/>
Budgetary Estimated Receipts \$	BGCN Document Identification No.:		
COST ACCOUNTING STRUCTURE (BGRG- BQ88)			
Total Maximum Obligation of ISA: \$	BGRG Document Identification No.:		
MAJOR PROGRAM TABLE SET-UP			
Major Program (6 chars. or less):	Major Program Short Name (same as appropriation number):		
Major Program Name:			
PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD			
Effective From Date:	Effective To Date:		
Program Period:			
Program Period Name:	Program Period Short Name:		
PROGRAM TABLE SET-UP			
Effective From Date:	Effective To Date:		
Program Name:	Program Short Name:		
Program Code: (MUST START WITH 'F' followed by up to 9 characters) F	Sub Account:		
FUNDING PROFILE - FUNDING LINE			
Draw Name:	Customer ID	Payment System Code - Check one option only	
EDCAPS:	VC7000000001	<input type="checkbox"/> D	
ECHO:	VC7000000002	<input type="checkbox"/> E	
LOCES:	VC7000000003	<input type="checkbox"/> L	
SMARTLINK:	VC7000000004	<input type="checkbox"/> S	
ASAP- OTHER:	VC7000000005	<input type="checkbox"/> Y	
ASAP:	VC7000000006	<input type="checkbox"/> Z	
GRANT- NON DRAW:	VC7000000007	<input type="checkbox"/> No Code	
FUNDING IDENTIFICATION			
Federal Catalog Agency: (2 digit code)	Federal Catalog Suffix: (3 digit code)		
Letter of Credit No.:			

Authorized Signatory Seller/Child Department: _____ Date: _____ Name: _____