

Title VI Policy

Adopted March 30, 2012

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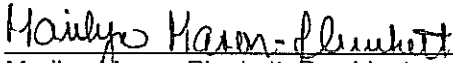
I. POLICY STATEMENT, AUTHORITIES & CITATIONS

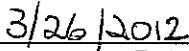
A. Policy of Nondiscrimination

Hopelink is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Hopelink-sponsored program or activity on the basis of race, color, sex, age, disability, or national origin as protected by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259). Hopelink further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event Hopelink distributes Federal aid funds to another entity, Hopelink will include Title VI language in all written agreements and will monitor for compliance.

Title VI compliance is a condition of receipt for Federal funds. Assurance of compliance, therefore, falls under the proper authority of Hopelink's Board of Directors pursuant to its budgetary authority and responsibility. The President and CEO of Hopelink and its Title VI Coordinator are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of 23 Code of Federal Regulation (CFR) 200 and 49 CFR 21.


Marilyn Mason-Plunkett, President and CEO


Date

B. Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21).

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

Additional authorities and citations include: Title VI of the Civil Rights Act of 1964; 42 United States Code 2000d to 2000d-4; 42 United States Code 4601 to 4655; 23 United States Code 109(h); 23 United States Code 324; Department of Transportation Order 1050.2; Executive Order 12250; Executive Order 12898; 28 CFR 50.3

II. ORGANIZATION, STAFFING & STRUCTURE

A. Reporting Relationships

Hopelink's President and CEO is responsible for ensuring implementation of the agency's Title VI program. The Title VI Coordinator, under supervision of the President and CEO, is responsible for coordinating the overall administration of the Title VI program.

B. Staffing

President and CEO
Marilyn Mason-Plunkett
Phone: (425) 869-6018
E-mail: marilynmp@hope-link.org

Title VI Coordinator
Lauren Thomas
Phone: (425) 869-6000
E-mail: lthomas@hope-link.org

III. TITLE VI COORDINATOR RESPONSIBILITIES

As authorized by the Hopelink's President and CEO, the Title VI Coordinator (or designee) is responsible for initiating, monitoring, and ensuring Hopelink's compliance with Title VI requirements as follows:

A. Program Administration. Administer the Title VI program and coordinate implementation of the plan. Ensure compliance with the assurances, policy, and program objectives. Perform Title VI program reviews to assess administrative procedures, staffing, and resources; provide recommendations as required to the President and CEO.

B. Complaints. Review written Title VI complaints that may be received by Hopelink following the adopted procedural guidelines (see Section V – Complaint Procedures). Ensure every effort is made to resolve complaints informally at the local level.

C. Title VI Plan Update. Review and update Hopelink's Title VI Plan as needed or required. Present updated plan to the President and CEO for approval; submit amended plan to WSDOT.

D. Annual Report. Prepare and submit an annual report to WSDOT by the end of October each year. This document is to include:

- A report on Title VI-related activities and efforts for the preceding federal fiscal year, including accomplishments and program changes; and
- An update on Title VI-related goals and objectives for the upcoming year.

E. Public Dissemination. Work with Hopelink staff to develop and disseminate Title VI program information to Hopelink employees and the general public. Public dissemination will include:

- Publishing Hopelink's notification statement, complaint procedures and complaint form on our website.
- Posting Hopelink's Title VI notification statement at our Centers.
- Publishing Hopelink's Title VI policy and complaint form on our Intranet.
- Including Hopelink's notification statement in our client newsletter.

F. Elimination of Discrimination. Implement procedures to identify and eliminate discrimination that may be discovered in any Hopelink processes.

G. Maintain Legislative and Procedural Information. Maintain and update Federal laws, rules and regulations; WSDOT guidelines; and Hopelink's Title VI Plan, Annual Reports and other resource information pertaining to the implementation and administration of Hopelink's Title VI program. Share information with Hopelink departments and employees, and the public as requested or required.

IV. NONDISCRIMINATION COMPLAINT PROCEDURES

A. Overview

These procedures apply to all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any program or activity administered by Hopelink or its sub-recipients, consultants, and/or contractors. Intimidation or retaliation of any kind is prohibited by law.

The procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to resolve complaints informally at lowest possible level. The option of information mediation meeting(s) between the affected parties and the Title VI Coordinator may be utilized for resolution at any stage of the process.

B. Procedure for Filing a Title VI Complaint

1. Any individual, group of individuals, or entity that believes they have been subjected to discrimination may file a written complaint with Hopelink's Title VI Coordinator. A formal complaint must be filed within 180 days from the time the complainant becomes aware of the alleged discrimination. The complaint must include the following information:
 - Complainant's name, mailing address and contact information
 - Date and time of the alleged act of discrimination
 - Detailed description of the incident, including the location, names and job titles of those individuals perceived as parties in the incident, and names and contact information of any witnesses
2. The complaint must be filed in writing with Hopelink's Title VI Coordinator via postal mail:

Hopelink, Title VI Coordinator
PO Box 3577
Redmond, WA 98073-3577
3. Hopelink will not officially act or respond to complaints made verbally.

C. Procedure for Processing & Investigating Complaints

1. All written complaints that are perceived as related to Title VI will be logged into the records of the Title VI Coordinator, and the basis for the allegation identified including race, color, sex, age, disability, or national origin.
2. Upon receiving the written complaint, the Title VI Coordinator will determine its jurisdiction, acceptability, need for additional information, and investigative merit of the complaint. In cases where the complaint is against one of Hopelink's subrecipients of federal funds, Hopelink will assume jurisdiction and assign someone to investigate and adjudicate the case.* Complaints against Hopelink will be referred to the Washington State Department of Transportation (WSDOT) Office of Equal Opportunity for proper disposition pursuant to their procedures.

*Only qualified, well-trained investigators should conduct these investigations.
3. In order to be accepted, a complaint must meet the following criteria:
 - The complaint must be filed in writing within 180 days of the alleged discrimination;
 - The allegation(s) must involve a covered basis, such as race, color, sex, age, disability, national origin or retaliation;
 - The allegation(s) must involve a program or activity of a federal-aid recipient, subrecipient, or contract, or, in the case of ADA allegations, an entity open to the public; and
 - The complainant(s) must accept reasonable resolution based on Hopelink's administrative authority (reasonability to be determined by Hopelink).
4. A complaint may be dismissed for the following reasons:
 - The complainant requests the withdrawal of the complaint;
 - The complainant fails to respond to repeated requests for additional information needed to process the complain; or
 - The complainant cannot be located after reasonable attempts.

5. If the complaint is against a sub-recipient, consultant, or contractor under contract with Hopelink, the appropriate division and/or agency shall be notified of the complaint within 15 calendar days.
6. Once Hopelink decides its course of action, the complainant and the respondent will be notified in writing of such determination within five (5) calendar days.
7. In cases where Hopelink assumes investigation of the complaint, Hopelink will provide the respondent with the opportunity to respond to the allegations in writing. The respondent will have ten (10) calendar days upon receipt to furnish a response to the allegations.
8. Within 60 days of receipt of the complaint, the investigator will prepare a written report for the Title VI Coordinator. The report shall include a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition.
9. The recommendation shall be reviewed by the Title VI Coordinator. The Title VI Coordinator may discuss the report and recommendations with the President and CEO and appropriate departmental staff.

D. Notification Procedure

1. Once Hopelink completes its investigative report and finding, the complainant and respondent shall receive a copy of the investigative report and will be notified of their appeal rights. Briefings will be scheduled with each party within 15 days of their receipt of the investigative report.
2. A copy of the complaint and Hopelink's investigative report will be issued to WSDOT's External Civil Rights Branch (or the appropriate oversight agency) within 60 days of the receipt of the complaint.

E. Appeals Process

1. If the complainant or respondent is not satisfied with the results of the investigation of the alleged discriminatory practice(s) s/he shall be advised of her/his rights to appeal Hopelink's decision to the Washington State Department of Transportation, the Federal Transit Administration, or the U.S. Department of Justice. Unless new facts not previously considered come to light, reconsideration (appeal) of the final determination by Hopelink will not be available.
2. The complainant has 180 days after Hopelink's final resolution to appeal.
3. Complainants can file an appeal with one of the following organizations:

Washington State Department of Transportation
Public Transportation Division
Attn: Title VI Coordinator
P O Box 47387
Olympia, WA 98504-47387

Federal Transit Administration
Attn: Title VI Program Coordinator
East Building, 5th Floor – TCR
1200 New Jersey Ave, SE
Washington, DC 20590

U.S. Department of Justice
Civil Rights Division
Coordination & Review Section - NWB
950 Pennsylvania Avenue, NW
Washington, DC 20530

F. Recordkeeping

Hopelink will maintain an annual Log of Complaints, which must contain the following information for each complaint filed:

- Name and address of the person filing the complaint
- Date of the complaint
- Type of complaint
- Summary of the allegation
- Status of the complaint

- Actions taken in response to the complaint

All information must be tracked until the complaint, investigation, or lawsuit has been closed. The records will then be stored according to state and federal record retention requirements. Tracked information will be reported to WSDOT as the grantor of the funds as required in the WSDOT "Guide to Managing your Public Transportation Grants".

V. SUB-RECIPIENT REVIEW & REMEDIAL ACTION PROCEDURES

A. Title VI Review of Subrecipients

Hopelink's Director of Transportation and Title VI Coordinator will assist WSDOT to periodically conduct Title VI compliance reviews. Hopelink staff will review selected recipients of federal funds, to ensure adherence to Title VI requirements. Hopelink will work cooperatively to periodically confirm operational guidelines provided to consultants, contractors, and subrecipients, including Title VI language, provisions, and related requirements, as applicable.

B. Post-Grant Reviews

The Title VI Coordinator will collaborate with Hopelink staff to conduct periodic post-grant reviews of select recipients of federal funds to ensure adherence to Title VI requirements.

C. Remedial Action

When irregularities occur in the administration of federally funded programs, corrective action will be taken to resolve identified Title VI issues. Hopelink will seek the cooperation of the consultant, contractor or other subrecipient in correcting deficiencies found during periodic reviews. Hopelink will provide technical assistance and guidance, upon request, to support voluntarily compliance by the subrecipient. When conducting Title VI compliance reviews, Hopelink will issue a notification of deficiency status and remedial action agreed upon by Hopelink and its subrecipient, within a period not to exceed 45 days.

Subrecipients placed in a deficiency status will be given a reasonable time, not to exceed 90 days after receipt of the deficiency letter, to voluntarily correct deficiencies. When a subrecipient fails or refuses to voluntarily comply with requirements within the allotted time frame, Hopelink will submit to WSDOT and FHWA copies of the case file and a recommendation that the subrecipient be found in noncompliance.

A follow-up review will be conducted within 180 days of the initial review to ensure that the subrecipient has complied with the Title VI Program requirements in correcting deficiencies previously identified. If the sub-recipient refuses to comply, Hopelink and WSDOT may, with FHWA's concurrence, initiate sanctions per 49 CFR 21.

EXHIBIT 1. Hopelink Title VI Notice to the Public

A. Title VI Notice to the Public

Hopelink operates its programs without regard to race, color and national origin.

To receive additional information on our non-discrimination policy, including complaint procedures, please contact our Title VI Coordinator at 425-869-6000 or titlevi@hope-link.org.

EXHIBIT 2. Hopelink Title VI Assurances

Hopelink (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance through the Washington State Department of Transportation, including the U.S. Department of Transportation and Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program, and in adapted form in all proposals for negotiated agreements:

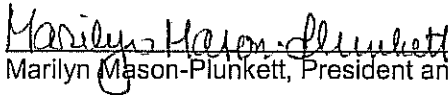
Hopelink in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix 1 of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix 2 of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction

or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.

8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of, personal property, or real property or interest therein or structures or improvements there on, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom s/he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the U.S. Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person whose signature appears below is authorized to sign this Assurance on behalf of the Recipient.


Marilyn Mason-Plunkett, President and CEO

3/26/2012
Date

APPENDIX 1. Title VI Assurances for Consultants, Contractors, Subcontractors, Suppliers, & Manufacturers

Hopelink will insert or add the following clauses into every contract subject to the Act and Regulations associated with the receipt of Federal financial assistance:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurement of Materials & Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information & Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Hopelink or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Hopelink or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Hopelink shall impose such contract sanctions as it, the Washington State Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a) Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- b) Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as Hopelink, Washington State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request that Hopelink enter into such litigation to protect its interests and, in addition, the contractor may request that Washington State Department of Transportation or the United States enter into such litigation to protect the interests of the United States.

APPENDIX 2. Granting Clause & Habendum Clause

Hopelink will insert or add the following clauses in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States:

GRANTING CLAUSE

NOW, THEREFORE, Hopelink, as authorized by law, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252:42 USC 2000d to 2000d-4) does hereby remise, release, quitclaim, and convey unto Hopelink all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto Hopelink, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Hopelink, its successors, and assigns.

Hopelink, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,) (and)* (2) that Hopelink, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally assisted programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, Hopelink shall have a right to reenter

said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of Hopelink and its assigns as such interest existed prior to this instruction.

** Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of Civil Rights Act of 1964.*

APPENDIX 3. Deeds, License, Leases & Permit Clause

Upon receipt of federal financial assistance to construct a facility or part of a facility, Hopelink will include the following clauses in all future deeds, licenses, leases, permits, or similar instruments entered into by Hopelink pursuant to the provisions of Title VI Assurances, item 7:

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a Hopelink program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, Hopelink shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.