

STATE OF WASHINGTON
WASHINGTON STUDENT ACHIEVEMENT COUNCIL
LEGAL NOTICE
SOLE SOURCE TRANSPARENCY POSTING

The Washington Student Achievement Council contemplates awarding a sole source contract to College Success Foundation (CSF) to provide support service strategies to the Passport to College Promise Program with its network of postsecondary institutions and community partners to increase retention and postsecondary success of Passport students.

The Passport to College Promise RCW 28B.117.005, was authorized as a six-year pilot program in 2007 to encourage current and former foster care youth to prepare for, attend, and successfully complete a higher education; and to provide them with the educational planning, information, institutional support and direct financial resources necessary to succeed. The program was made permanent beginning July 1, 2012. During the 2018 supplemental legislative session the legislature expanded the Passport to College Promise Program (2SSB 6274) to include more categories of foster and at risk youth. It also established the Passport to Careers program with two programmatic pathways: the Passport to College Promise Scholarship program and the Passport to Apprenticeship Opportunities program.

In the 2022-23 biennial operating budget, the WSAC was requested to work with a non-profit organization that could provide support services to postsecondary institutions, other agencies, and community partners to increase student completion in their post- secondary program.

CSF has unique knowledge about higher education partners, public agencies, and participating youth that has been built over a period of years. These necessary partnerships would have to be re-created using limited resources if contracting with CSF was not an option. CSF has held the contract since 2009 and, over time, has developed and expanded relationships with community partners, postsecondary institutions and other agencies for whom assisting at risk youth is a paramount goal. CSF is uniquely qualified as a non-governmental, community-based organization to provide services to support effective programs that ultimately lead to increased postsecondary enrollment and completion rates for foster and unaccompanied homeless youth participating in the Passport to Careers program. The framework has been built under which effective and continued programming can be provided to all participating partners.

Additionally, the robust WPN website built and maintained by CSF would need to be rebuilt taking time and additional dollars to replicate as required.

Beginning in 2009-10, CSF was instrumental in establishing the Passport support infrastructure, and continues to expand on the foundational work, on which this effective, viable program is based. The relationship building with and between other agencies and post-secondary institutions, whose mandate is ensuring foster youth are successful in meeting their goals, has been paramount in the program's success.

The contract will be issued on or about July 1, 2022 through June 30, 2023. The dollar value is estimated at \$500,000.

Offerors contemplating the above requirements are required to submit capability statements detailing their ability to meet the agency's requirements by 5:00 p.m. PST on June 23, 2022. In the absence of other qualified sources, it is the agency's intent to make a sole source award of the contract.

To submit capability statements or for questions, contact:

Marla Skelley, Associate Director for Compliance, SFA
Washington Student Achievement Council
917 Lakeridge Way SW
P.O. Box 43430
Olympia, WA 98504-3430

E-mail: marlas@wsac.wa.gov

Phone: 360.485.1320

Date Posted: June 15, 2022

Contract No. 23PR280

**Contract for Professional Services
between the
State of Washington
Washington Student Achievement Council
and
College Success Foundation**

This Contract is made and entered into by and between the state of Washington, Washington Student Achievement Council, hereinafter referred to as the "**AGENCY**," and the below named firm, hereinafter referred to as "**CONTRACTOR**."

***College Success Foundation
15500 SE 30th Pl, Ste. 200
Bellevue, WA 98007
Phone: 425-416-2009
Email: jschindler@collegesuccessfoundation.org
WA State UBI Number: 602-027-399***

PURPOSE

The purpose of this contract is to support College Success Foundation's (CSF) efforts to continue to employ support service strategies with its network of postsecondary institutions and community partners to increase retention and postsecondary success of Passport students. In addition to these support services, CSF offers direct student supports to Passport students via coaching.

The Passport to College Promise RCW 28B.117.005 was authorized as a six-year pilot program in 2007 to encourage current and former foster care youth to prepare for, attend, and successfully complete higher education, and to provide them with the educational planning, information, institutional support, and direct financial resources necessary to succeed. The program was made permanent beginning July 1, 2012. During the 2018 supplemental legislative session, the legislature expanded the Passport to College Promise Program (2SSB 6274) to include more categories of foster and at-risk youth. It also established the Passport to Careers program with two programmatic pathways: the Passport to College Promise Scholarship program and the Passport to Apprenticeship Opportunities program. A final change to the program in 2020-21 was the eligibility change making youth who have been in care after age 13 Passport-eligible. For purposes of this agreement, references to Passport to Careers (PTC) are intended to include all program elements.

SCOPE OF WORK

- A. Attachment A, attached hereto and incorporated by reference, contains the *General Terms and Conditions* governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties.
- B. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Knowledge Sharing, Professional Development, and Networking

Objective(s):

- a. To continue to provide Washington Passport Network (WPN) members with resources, information, and connections to colleagues with the goal of increasing statewide coordination and quality of supportive services for students from foster care and unaccompanied homeless youth pursuing postsecondary education.

Goals:

- a. The WPN website and blog will serve as an effective way for WPN members to: 1.) access information and resources; 2.) connect with other members of the network community; and 3.) request technical assistance or information from CSF or WSAC.
- b. The 2022-2023 webinar series will provide training on critical topics accessible to all members via live or recorded formats. Recorded versions of each webinar, when possible, will be sent to all members of the WPN via email.
- c. The annual statewide Passport to Careers conference will continue to offer opportunities for relevant professional development, information sharing, networking, innovation, and promoting opportunities to enhance the WPN community.
- d. CSF will participate in coalitions, work groups and other projects that promote knowledge, coordination, policies, and improved delivery of services among practitioners serving those that have experienced foster care and unaccompanied homelessness as well as elected officials including Project Education Impact, Child Welfare Advocacy Coalition, etc.
- e. Increased effective coordination of care for Passport and Passport-eligible students through relationship building, communication, and collaboration with CBO and agency providers.

Activities:

- a. CSF will continue to maintain and ensure timely updates to resources made available through washingtonpassportnetwork.org. CSF will periodically share relevant opportunities for professional development, events, and recommended practices from partners with the WPN via email and communication with regional group and coalition members.
- b. In coordination with WSAC and the Passport Leadership Team (PLT), CSF will design the 2022-23 educational webinar series. A minimum of six trainings will be offered throughout the year. Facilitators may include CSF staff, WSAC staff, WPN members, or subject matter expert guest presenters.

- c. In consultation with WSAC, CSF will continue leading the planning and implementation of the statewide annual Passport conference. The 2022-23 conference date and format will be evaluated based on factors including safety, competing activities and budget.
- d. Upon request, CSF will provide Passport introductory training to WPN members and Passport-eligible students.
- e. CSF will provide backbone support to the WPN and solicit feedback on programmatic offerings. Regional Passport group members will be recruited and supported by CSF. CSF Statewide Initiatives program managers will lead the organization and support of five to seven regional Passport groups' regular meetings and large-scale regional trainings and events.

Performance Metrics:

Activity	Performance Metrics	Reporting Interval
Website	CSF will report on key performance indicators (KPIs): sessions, unique users, popular content, and other relevant metrics. Data will be used to improve site design, content, and functionality. CSF will routinely add new information to the website including blog posts, timely news, practitioner-focused resources, and a calendar of event listings. CSF will periodically promote new content to the WPN via direct email.	Quarterly
Webinar Series	CSF will create an annual webinar training calendar informed by WSAC and the PLT. There will a minimum of six trainings. 90 percent of post-survey respondents will report that webinar met or exceeded their expectations.	Quarterly
Passport Conference	CSF will promote, plan, and deliver a Passport-specific conference for members of the WPN. CSF will report attendees' surveyed feedback such as the relevance of workshops, overall conference perception, and satisfaction with keynote speakers. CSF will also report on metric data such as number of attendees and registrants, workshop-specific attendance, number of workshops offered, and number of keynote speakers.	Annually
Trainings	CSF will report on number of Passport introductory trainings delivered to WPN members and students.	Quarterly

Regional Group Support	CSF will plan and facilitate the quarterly regional Passport group meetings and ad hoc events and trainings.	Quarterly
Education and Outreach	CSF will collaborate with partners in work groups, coalitions and on projects, and report the number of meetings/activities/presentations attended and/or led.	Quarterly

2. Tailored Support for Campus Champions

Objective(s):

- a. To deliver individualized onboarding training and technical assistance to new campus Designated Support Staff (DSS) and other Passport campus champions in order to optimize effective staff transitions and enhance programmatic quality and continuity.

Goals:

- a. In coordination with WSAC, CSF delivers a standardized Passport onboarding orientation. The orientation is designed to help new campus champions understand the following:
 - a. Passport background, goals, and program design
 - b. Existing student support plan and campus-based goals and strategies
 - c. Orientation to the WPN and services that CSF provides Passport champions, including the opportunity to participate in a Regional Passport Group
- b. Provide technical assistance to WPN members including campus champions, community-based organizations (CBOs), and other partners.
- c. Act as a liaison between WSAC and individual campuses to bolster campus efficacy as outlined in their student support plan, partner on solutions, and act as a resource.

Activities:

- a. When CSF learns of turnover in a DSS position, from WSAC or directly from a campus, we will offer onboarding training to the incoming DSS. We will also offer training to new incoming Passport Campus Leaders (PCLs) and Financial Aid Administrators (FAAs) upon request.

Performance Metrics:

Activity	Performance Metrics	Reporting Interval
DSS onboarding trainings	CSF will offer Passport onboarding training to 100 percent of new, incoming DSS positions upon notification of turnover and report number of onboardings delivered.	Quarterly

Technical Assistance	With WSAC’s guidance, CSF will provide technical assistance to campus leaders to support the implementation of Student Support Plans.	Quarterly
Campus Check-Ins	CSF will offer to convene annual meetings between college campuses and WSAC to check in on progress and challenges with executing student support plans.	Annually

3. Passport Leadership Team (PLT) and PLT Workgroups

Objective(s):

- a. To optimize strong stakeholder engagement in Passport program implementation and quality improvement efforts statewide.
- b. To offer WPN leaders a quarterly platform for networking, strategic planning, and coordinated professional development.
- c. To help operationalize protocols outlined by the PLT Strategy Workgroup and WPN stakeholders.
- d. Together with WSAC, to guide formulation and implementation strategies outlined by PLT workgroups forming in spring 2022 (PLT advising, infrastructure, and Passport data).

Goals:

- a. The PLT will remain a vibrant, representative leadership team well positioned to provide advisory assistance to WSAC on matters related to Passport program implementation, overall quality, and process improvement.
- b. PLT members and WSAC will help inform decisions related to the following:
 - a. Membership structure and stakeholder representation
 - b. Annual goals and work plan
 - c. Begin implementation of strategies outlined by PLT workgroups

Activities:

- a. CSF will create an annual work plan and defined goals during summer 2022 in collaboration with WSAC and PLT co-chairs.
- b. The three PLT workgroups currently being formed will develop and implement goals, timeline and activities.
- c. CSF staff and members of the PLT will conduct PLT member outreach to reaffirm commitments from current members and recruit new members. Members will align with the requirements of the statutory language and guidance from membership and recruitment documents created by the PLT.
 - a. CSF staff will conduct onboarding for new PLT members by autumn 2022 upon receiving recommendations from regional Passport groups.
- d. In consultation with WSAC, CSF will plan, lead, and facilitate quarterly PLT meetings.
 - a. CSF will facilitate regular meetings with WSAC and PLT co-chairs (“Aloha meetings”) to obtain input and approval for PLT-related decisions.
 - b. CSF will form and/or support workgroups as needed.

- c. CSF will leverage the PLT to provide stakeholder input on critical WPN projects and events.
- d. CSF, in collaboration with WSAC, will report on and inform the PLT of Passport program-specific decision processes and outcomes.

Performance Metrics:

Activity	Performance Metrics	Reporting Interval
Member Recruitment	CSF and PLT representatives will recruit and retain PLT members in accordance with statute and membership plan. New members will be onboarded by CSF staff.	Quarterly
Planning	In coordination with WSAC, CSF will ensure the PLT and various workgroups have defined annual goals and work plans that support those goals.	Quarterly
Meetings	In coordination with WSAC, CSF will plan and facilitate quarterly PLT, workgroup, co-chair, and other meetings as needed.	Quarterly

4. Passport Scholar Persistence Fund (PSPF)

Objective(s):

- a. To increase student persistence through providing timely small grants to Passport students with urgent needs that are not met by institutional student support funds.

Goals:

- a. In coordination with campus partners, CSF will award PSPF grants in a timely manner to address immediate and/or imminent needs.
- b. CSF will collaborate with students and campus partners to aid in preventing future financial hardship for Passport-eligible students.

Activities:

- a. CSF will coordinate PSPF disbursements with campus partners to maximize impact for students and avoid duplication or redundancies in processes or disbursements.
- b. CSF will continue to review the PSPF criteria used for selection to minimize barriers to applying for and accessing the PSPF.

Performance Metrics:

Activity	Performance Metrics	Reporting Interval
PSPF grants	CSF will review: <ul style="list-style-type: none"> • the number of students requesting funds • the number of students receiving funds • total awards granted • amount of funds disbursed • how funds were utilized • average size and range of awards 	Quarterly

5. Campus Based College Coaches on Select Campuses

Objective(s):

- a. In alignment with PEI recommendations, continue piloting individualized coaching for Passport students on two campuses while exploring support for additional regional campuses.

Goals:

- a. Ensure alignment on the role of the Passport coach, their integration on college campus, their supervision, and other planning details. Ensure Passport coach efforts are complementary to existing Passport campus program services, supports and resources, including the campus student support plan.
- b. Provide expert, high-touch coaching for enrolled Passport students based on a modified version of the Casey Family Programs coaching model / Seven Life Domains Framework.
- c. CSF will ensure the students selected for the additional support under this contract are not counted in served numbers under the auspices of any other State contract.
- d. Use available data gathered from coaching to customize supports and analyze short-term student outcomes related to persistence and completion. If available from partners, quantitative data would be utilized to advance student outcomes.

Activities:

- a. CSF will explore options to expand Passport Coaches' caseload by serving Passport-eligible students at regional campuses. If selected, CSF will finalize additional campus support with input and approval from WSAC. Expansion of campus support depends on increased resources and staff (campus as well as CSF) capacity, campus readiness, and philosophical alignment. If additional campuses were to be approved, Memorandums of Understanding and Data Sharing Agreements will be signed.
- b. Passport coaches will complete Level I and II of the Fostering Success Coaching Institute (Seven Life Domains Framework) training.
- c. Coaches will collaborate with Passport campus champions to support the full and effective implementation of the selected campuses' student support plans, including:
 - a. Recruiting prospective Passport students
 - b. Supporting retention and graduation
 - c. Coordinating and collaborating with regional partners
- d. Coaches will meet with Passport students frequently and support them in the following domains: academics, housing, finances, physical and mental health, social and community connections, personal and cultural identity, and life skills. To avoid duplication, coaches will concentrate on domains where no other adequate support is being provided to the student from another campus or community resource.
- e. Coaches will provide visibility on the current status of adoption and implementation of Passport-recommended practices and policies to campus staff and leadership, CSF staff, and WSAC.
- f. It is CSF's responsibility to educate and partner with campus staff and leadership about the effective use of Passport Student Support Funds in a manner consistent with guidelines articulated by the Passport Student Support Funds Guide, program law, and campus-specific student support plan strategies. Only WSAC has the authority to enforce policies and program law.

- g. Regional Passport groups are led by the CSF Statewide Initiatives. Passport Coaches will participate in and potentially lead the planning of local regional Passport group meetings and provide support and planning events for incoming and current Passport-eligible students. Coaches will work closely with high school liaisons, DCYF, and CBOs, and help with recruiting and retaining these regional partnerships.
- h. The table below outlines specific activities supported by CSF and by campus partners. In general, campus partners are responsible for advising while CSF is responsible for coaching. In advising, specific needs are addressed (e.g., financial aid, registration, course selection, major selection). CSF will take on a holistic coaching approach focusing on student development. Coaching is a collaborative process between the student and coach that considers both the short- and long-term goals for the student.
 - a. Coaching may supplement advising to ensure actions resulting from advising sessions align with a student’s future personal and professional goals. It is critical to ensure a seamless support experience for students, so it will be necessary for CSF and campuses to cross-promote and collaborate on various support activities.

CSF	Campuses
<p>Coordinate with campus staff to support recruitment and outreach efforts.</p> <p>Develop individual coaching and student development plans using the Fostering Success Coaching Institute’s Seven Life Framework (with a strong focus on life skills, personal identity, employment, supportive relationships, physical and mental health).</p> <p>Counsel Passport-eligible students on campus, community and other resources including financial aid, availability of student support funds, and basic needs providers. Share community resource maps aligned to the Seven Life Domains.</p> <p>Meet established per-quarter outreach attempts.</p> <p>Capture student progress data in Salesforce Student Information System (SIS); utilize SIS to track student data.</p> <p>Evaluate student data to prioritize daily outreach and coaching plans for each student.</p> <p>Support regional Passport groups to foster relationships between K-12 and higher education systems and promote a seamless student journey across these systems.</p>	<p>Focus on intrusive advising (vs. coaching) through campus meetings focused on course selection, study skills, transition-to-college skills, financial aid analysis, on-campus engagement, navigating campus systems, and study skills.</p> <p>Review each Passport student’s individual budget to ensure cost of attendance can be met (with minimal loans).</p> <p>Respond to Passport students’ request for financial support (e.g., laptop needs, loan write-offs, etc.)</p> <p>Host campus events for Passport-eligible students.</p> <p>Participate in regional Passport groups and opportunities to network with community or K-12 organizations supporting Passport-eligible students.</p> <p>Refer Passport-eligible students to CSF coaches for support.</p>

<p>Share evaluation data (from coaching sessions) with campus partners to ensure data-informed practices and ongoing program improvement.</p> <p>Support relevant campus programs and events (e.g., student orientations and conferences) that support Passport students.</p> <p>Invite campus champions to events offered by CSF and supported by campus coach.</p>	
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Performance Metrics:

Activity	Performance Metrics	Reporting Interval
Recruitment	CSF will review: <ul style="list-style-type: none"> • Number of prospective students receiving outreach • Number of prospective students referred by regional partners • Number of students who enroll in CSF Passport program (i.e., submit Passport Release of Information form) 	Quarterly
Retention and graduation supports	CSF will review: <ul style="list-style-type: none"> • Number of unaccompanied homeless youth who received coaching services • Number of foster youth who received coaching services • Number of unique students who participate in coaching • Number of coaching sessions with students • Number of coaching sessions related to finances and employment • Number of coaching sessions related to housing and transportation • Number of coaching sessions related to physical and mental well being • Number of coaching sessions related to supportive relationships and community connections • Number of coaching sessions related to cultural and personal identity • Number of coaching sessions related to 	Quarterly

	life skills <ul style="list-style-type: none"> • Number of coaching sessions related to education • Percent of students meeting SAP by term • Percent of students completing two terms within an academic year 	
Connections with regional partners	CSF will review: <ul style="list-style-type: none"> • Number of regional Passport group meetings facilitated or supported • Number of unique efforts made to connect and collaborate with regional partners • Number of new regional partner relationships established 	Quarterly
Support adoption and implementation of PASSPORT recommended practices and policies	CSF will share: <ul style="list-style-type: none"> • Narrative on efforts made to support implementation of recommended practices, including use of Passport Student Success Funds 	Annually

C. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below.

Quarterly/Semiannual Reporting

Each report listed in Table 1 will describe:

- Quarterly performance measurement progress for each measure in each area or the activity areas including outcome data;
- Quarterly student record-level data for intervention activities as available. (Reports should indicate under which category students were served, i.e., foster youth, unaccompanied homeless, tribal, etc.)
- Students reported as served under this contract may not be served under another State Contract (e.g., a Passport student may not be counted as served under this contract if they receive services under the Leadership 1000 contract).
- Semiannual financial statements outlining program expenditures. The semiannual report due July 15, 2023 will incorporate the final annual report.

The annual report is due by **July 29, 2023** and will address how performance measures were met, exceeded, or not met and why.

Table 1

Contract Year 2022-2023
October 31, 2022 (quarterly report)
January 31, 2023 (quarterly and semiannual)

financial reports)
April 30, 2023 (quarterly report)
July 29, 2023 (quarterly and final semiannual financial reports)

All written reports required under this contract must be delivered to Marla Skelley, the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from July 1, 2022, or date of execution, whichever is later, through June 30, 2023.

DES FILING REQUIREMENT

The provisions of Chapter 39.26 RCW require the AGENCY to file this sole source professional service contract with the Department of Enterprise Services (DES) for approval. No contract so filed is effective nor shall work commence under it until the tenth (10th) working day following the date of filing or until DES approval, whichever is later. The AGENCY is also required to provide notice of this sole source professional services contract opportunity by posting notice on the state’s enterprise vendor registration and bid notification system (WEBS). No contract so posted is effective, nor shall work commence under it, until the fifth (5th) working day following the date of posting. Further, the AGENCY is required to make this sole source professional services contract available for public inspection by posting this contract on the AGENCY’s website. No contract so posted is effective, nor shall work commence under it, until the tenth (10th) working day following the date of posting.

COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed four-hundred ninety-nine thousand, five-hundred twenty-six dollars (\$499,526) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Table 2

August 12, 2022 - Invoice 1 of 12 – For July 2022	\$41,627
September 16, 2022 - Invoice 2 of 12 – For August 2022	\$41,627
October 14, 2022 - Invoice 3 of 12 – For September 2022	\$41,627
November 18, 2022 Invoice 4 of 12 – For October 2022	\$41,627
December 16, 2022 - Invoice 5 of 12 – For November 2022	\$41,627
January 13, 2023 - Invoice 6 of 12 – For December 2022	\$41,627
February 17, 2023 - Invoice 7 or 12 – For January 2023	\$41,627
March 17, 2023 - Invoice 8 of 12 – For February 2023	\$41,627
April 14, 2023 - Invoice 9 of 12 – For March 2023	\$41,627
May 19, 2023 – Invoice 10 of 12 – For April 2023	\$41,627
June 16, 2023 - Invoice 11 of 12 – For May 2023	\$41,628
July 14, 2023 Invoice 12 of 12 – For June 2023	\$41,628

Payments shall be rendered in ten monthly disbursements of forty-one thousand, six-hundred twenty-seven dollars and no cents (\$41,627) and two disbursements of forty-one thousand, six-hundred twenty-eight dollars and no cents (\$41,628) as described in Table 2 of the COMPENSATION/PAYMENT section.

The AGENCY will determine whether the reports contain sufficient quantitative as well as qualitative information to approve the payment. Should performance be deemed insufficient, the AGENCY will request additional information within a specified timeframe. In the event that performance is still judged insufficient, payments will be reduced or withheld.

BILLING PROCEDURES AND PAYMENT

AGENCY will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Contract Manager not more often than monthly.

The invoices shall describe and document, to the AGENCY'S satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number 23PR280. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

CONTRACTOR Contract Manager	AGENCY Contract Manager
Juliet Schindler College Success Foundation 15500 SE 30 th PL, STE 200 Bellevue, WA 98007 <i>Phone:</i> (425) 416-2047 <i>Fax:</i> (425) 416-2001 <i>Email address:</i> jschindler@collegesuccessfoundation.org	Marla Skelley Washington Student Achievement Council 917 Lakeridge Way SW P.O. Box 43430 Olympia, WA 98504-3430 <i>Phone:</i> (360) 485-1320 <i>Email address:</i> marlas@wsac.wa.gov

INSURANCE

CONTRACTOR shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. CONTRACTOR shall acquire such insurance from an insurance carrier or carriers

licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, CONTRACTOR shall provide written notice of such to AGENCY within one (1) Business Day of CONTRACTOR's receipt of such notice. Failure to buy and maintain the required insurance may, at AGENCY's sole option, result in this Contract's termination.

The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

1. Commercial general liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
2. Business automobile liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
3. Employers liability insurance covering the risks of CONTRACTOR's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
4. Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;
5. Professional liability errors and omissions, with a deductible not to exceed \$25,000, and coverage of not less than \$1 million per occurrence/\$2 million general aggregate; and
6. Crime coverage with a deductible not to exceed \$1 million, and coverage of not less than \$5 million single limit per occurrence and \$10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: computer fraud and cyber-attacks; forgery; money and securities; and employee dishonesty.

All insurance provided by CONTRACTOR shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

CONTRACTOR shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit CONTRACTOR's liability or responsibility. CONTRACTOR shall furnish to AGENCY copies of certificates of all required insurance within thirty (30) calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at AGENCY's sole option, result in this Contract's termination.

By requiring insurance herein, AGENCY does not represent that coverage and limits will be adequate to protect CONTRACTOR. Such coverage and limits shall not limit CONTRACTOR's liability under the indemnities and reimbursements granted to AGENCY in this Contract.

ASSURANCES

AGENCY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the attachments listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes and regulations
2. Special terms and conditions as contained in this basic contract instrument
3. Exhibit A – General Terms and Conditions
4. Exhibit B – Contractor's Budget Proposal

Any other provision, term or material incorporated herein by reference or otherwise incorporated.

ENTIRE AGREEMENT

This contract, including referenced attachments, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. If this is a Sole Source Contract and unless otherwise exempt, it is not binding until approved by the Department of Enterprise Services, and until other posting requirements have been met. This contract was filed with DES on June 13, 2022, posted on the

Washington State enterprise vendor registration and bid notification system on June 13, 2022 and posted on the AGENCY's website on June 13, 2022 The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of 15 pages and two attachment(s), is executed by the persons signing below, who warrant they have the authority to execute the contract.

College Success Foundation

Washington Student Achievement Council

Signature

Signature

Michael Cheever, EVP

Becky Thompson, Director SFA

Title

Date

Title

Date

**[Contract] ATTACHMENT A –
GENERAL TERMS AND CONDITIONS**

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" shall mean the Washington Student Achievement Council of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Executive Director of the Washington Student Achievement Council, and/or the delegate authorized in writing to act on the Executive Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ACCESS TO DATA

In compliance with RCW 39.26.180, the CONTRACTOR shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the CONTRACTOR'S reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

AMENDMENTS

This contract 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.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred or assigned by the CONTRACTOR without prior written consent of the AGENCY.

ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

COPYRIGHT PROVISIONS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, CONTRACTOR hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, CONTRACTOR hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY.

The CONTRACTOR shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the CONTRACTOR.

COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the CONTRACTOR for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the CONTRACTOR, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
 - Be in writing;
 - State the disputed issue(s);

- State the relative positions of the parties;
 - State the CONTRACTOR'S name, address, and contract number; and
 - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working calendar days.
 3. The AGENT shall review the written statements and reply in writing to both parties within 10 working days. The AGENT may extend this period if necessary by notifying the parties.
 4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

DUPLICATE PAYMENT

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

CONTRACTOR'S obligations to indemnify, defend, and hold harmless includes any claim by CONTRACTORS' agents, employees, representatives, or any subcontractor or its employees.

CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to CONTRACTOR'S or any subcontractor's performance or failure to perform the contract. CONTRACTOR'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

CONTRACTOR waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The CONTRACTOR and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The CONTRACTOR will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the CONTRACTOR.

INDUSTRIAL INSURANCE COVERAGE

The CONTRACTOR shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the CONTRACTOR fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, AGENCY may collect from the CONTRACTOR the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the CONTRACTOR to the accident fund from the amount payable to the CONTRACTOR by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the CONTRACTOR.

LICENSING, ACCREDITATION AND REGISTRATION

The CONTRACTOR shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

LIMITATION OF AUTHORITY

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

NONDISCRIMINATION

During the performance of this contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws, regulations and policies.

PRIVACY

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

PUBLICITY

The CONTRACTOR agrees to submit to the AGENCY all advertising and publicity matters relating to this contract wherein the AGENCY'S name is mentioned or language used from which the connection of the AGENCY'S name may, in the AGENCY'S judgment, be inferred or implied. The CONTRACTOR agrees not to publish or use such advertising and publicity matters without the prior written consent of the AGENCY.

RECORDS MAINTENANCE

The CONTRACTOR shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

CONTRACTOR shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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.

REGISTRATION WITH DEPARTMENT OF REVENUE

The CONTRACTOR shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY

While on AGENCY premises, CONTRACTOR, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TAXES

All payments accrued because of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR.

TERMINATION FOR CAUSE

In the event the AGENCY determines the CONTRACTOR has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the CONTRACTOR or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the CONTRACTOR to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the CONTRACTOR the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the

CONTRACTOR and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the CONTRACTOR such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the CONTRACTOR shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the CONTRACTOR under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the CONTRACTOR and in which the AGENCY has or may acquire an interest.

TREATMENT OF ASSETS

- A. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the

cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.

- B. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.
- D. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
- F. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

Attachment B – Budget

College Success Foundation - Passport to College				
FY23 Budget Proposal				
For activities: 7/1/22 - 6/30/23				
Passport to College - Description	WSAC	CSF Supplement	Combined	Comments
		75,233	383,233	
Salaries, Wages & Benefits	308,000			1 PM, .40 Director, 1 PO, .20 regional management/oversight, 2 college coaches
Professional Development	10,150			Includes Level I and II Fostering Success Coaching Institute training for two Passport Coaches and Blueprint Conference costs
Technology Infrastructure	3,762	-		
Professional Fees	2,500	-		
Passport Conference	41,435	-		In-person convening
Passport Leadership Team	8,380	-		Two in-person meetings and limited funds for Blueprint Conference for PLT members
Passport Adoption & Implementation	750	-		Training, onboarding and technical assistance to Passport campus champions

Regional Passport Groups (formerly Regional Service Coordination Groups)	3,717	-		Hybrid model, CSF will facilitate some meetings in-person
Student Support (Passport Scholar Persistence Fund)	14,000	-		
Passport Coaches	10,675	-		Budget for Passport Coaches programming at Skagit Valley College and Central Washington University
General travel for Passport related meetings	1,800	-		
Staff Meetings	950	-		
Total Operating Program Expenses	\$406,119	\$ 75,233		
Program Support (8%)	32,490	6,019		
Indirect Allocated Expenses (15%)	60,918	11,285		
Total Indirect	\$ 93,407	\$ 17,304		
Total	\$499,526	\$ 90,078		

Grant amount = \$499,526

Sole Source CONTRACT Filing Justification Template

Use the following justification template for preparing to file sole source contracts in the [Sole Source Contracts Database](#) (SSCD). Once completed, copy and paste the answers into the corresponding SSCD question and answer fields. You will also need to include a copy of this completed form in the documents you post to your agency website and in [WEBS](#).

What is a sole source contract?

"Sole source" means a contractor providing goods or services of such a unique nature or sole availability at the location required that the contractor is clearly and justifiably the only practicable source to provide the goods or services. (RCW 39.26.010)

Unique qualifications or services are those which are highly specialized or one-of-a-kind.

Other factors which may be considered include past performance, cost-effectiveness (learning curve), and/or follow-up nature of the required goods and/or services. Past performance alone does not provide adequate justification for a sole source contract. Time constraints may be considered as a contributing factor in a sole source justification however will not be on its own a sufficient justification.

Why is a sole source justification required?

The State of Washington, by policy and law, believes competition is the best strategy to obtain the best value for the goods and services it purchases, and to ensure that all interested vendors have a fair and transparent opportunity to sell goods and services to the state.

A sole source contract does not benefit from competition. Thus the state, through RCW 39.26.010, has determined it is important to evaluate whether the conditions, costs and risks related to the proposal of a sole source contract truly outweigh forgoing the benefits of a competitive contract.

Providing compelling answers to the following questions will facilitate the evaluation.

WSAC Contract No: 23PR280

Passport to Careers - Passport to College Scholarship Program

Specific Problem or Need

- What is the business need or problem that requires this contract?

The purpose of this contract is to support the College Success Foundation's (CSF) efforts to continue to employ support service strategies with its network of postsecondary institutions and community partners to increase retention and postsecondary success of Passport to College

Promise Scholarship students. In addition to providing support services to WSAC partners and institutions, CSF will improve student outcomes through a pilot program to utilize individualized case management plans.

The Passport to College Promise (PTC) Program RCW 28B.117.005, was authorized as a six-year pilot program in 2007 to encourage current and former foster care youth to prepare for, attend, and successfully complete a higher education; and to provide them with the educational planning, information, institutional support and direct financial resources necessary to succeed. The program was made permanent beginning July 1, 2012. During the 2018 supplemental legislative session the legislature expanded the Passport to College Promise Program (2SSB 6274) to include more categories of foster and at-risk youth. It also established the Passport to Careers program with two programmatic pathways: the Passport to College promise scholarship program and the Passport to Apprenticeship Opportunities program. A final change to the program was implemented in July 2020 making youth Passport-eligible if they had been in care after age 13. For purposes of this agreement, references to Passport to Careers (PTC) are intended to include all program elements.

In the 2022-2023 biennial operating budget, the WSAC was requested to work with a non-profit organization that could provide support services to postsecondary institutions, other agencies, and community partners to increase student completion in their post- secondary program.

PTC is a comprehensive program that provides crucial support to students from high school through higher education completion. Between 500 and 700 youth emancipate from foster care and an estimated 2000 unaccompanied homeless youth meet the Passport eligibility definition each year. Students who have experienced foster care and unaccompanied homelessness struggle with instability because of frequent changes in living situations and school enrollments. This instability and lack of adult supporters after emancipation can hinder development, high school learning, academic engagement, and postsecondary success. Bringing other agencies and institutions of higher education together to provide services to these youth is paramount to meeting the legislature's goal of making Washington State number one in the nation for foster youth and unaccompanied youth experiencing homelessness in enrollment, persistence, and completion (RCW 28B.117.010).

Sole Source Criteria

- Describe the unique features, qualifications, abilities or expertise of the contractor proposed for this sole source contract.

Beginning in 2009-10, CSF was instrumental in establishing the Passport support infrastructure, and continues to expand on the foundational work, on which this effective, viable program is based. While CSF's role initially was to provide direct support services to WSAC clients, they were able to build and expand relationships: with community partners, whose mission was to support foster and unaccompanied homeless youth; create relationships with other agencies; and, were instrumental in the development of the Designated Support Specialists (DSS) on campuses participating in the PTC. CSF is in the unique position to use the knowledge they've gained over time to deliver training and

expertise to partners on how to take the tools and methods they've created to serve foster and unaccompanied homeless youth in meaningful ways.

RCW 28B.117.050 requires that an internet website be created and maintained to serve as a comprehensive portal for Passport Scholars to obtain information regarding higher education. CSF has created and enhanced a comprehensive website specifically for institutions' providers supporting Passport Scholars. The new enhanced site was launched in May 2018. Continuous improvements occur to maintain relevance to providers.

The legislature's stated purpose is to make "Washington the leader in the nation with respect to foster youth and alumni graduating from high school, enrolling in postsecondary education, and completing postsecondary education". CSF is well positioned to contribute to this goal based on its demonstrated effectiveness working with its partners and, in effect, the students they serve.

- What kind of market research did the agency conduct to conclude that alternative sources were inappropriate or unavailable? Provide a narrative description of the agency's due diligence in determining the basis for the sole source contract, including methods used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; contacting similar service providers; and reviewing statewide pricing trends and/or agreements. Include a list of businesses contacted (if you state that no other businesses were contacted, explain why not), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

CSF is unique in that they have developed and maintained the on campus network of Designated Support Staff (DSS). These staff members are campus staff at each institution and have been trained with the necessary tools required to support youth participating in the Passport to College Program. This means CSF is already a trusted advisor with prior experience providing direct services to these youth. No other organization has that expansive experience.

The 2022-2023 legislation states that the non-governmental office should "provide services to support effective program implementation, resulting in increased postsecondary completion rates for passport scholars". CSF is uniquely qualified to provide the training and the structure which will enable their partners to successfully meet the legislature's directive to assist foster and unaccompanied homeless youth in attaining their educational goals.

- What considerations were given to providing opportunities in this contract for small business, including but not limited to unbundling the goods and/or services acquired.

None, as this is contracting with a non-profit organization

- Provide a detailed and compelling description that includes quantification of the costs and risks mitigated by contracting with this contractor (i.e. learning curve, follow-up nature).

The CSF has contracted with WSAC on the PTC program since 2009 and has a working rapport with partner agencies and institutions. CSF took the lead, in concert with WSAC, in convening a statewide team, the Passport Leadership Team (PLT), which is a 20 member (minimum) advisory group that meets quarterly to discuss statewide program implementation and improvement. Additionally, CSF has assembled regional service coordination groups that connect campus-based personnel with community-based personnel to support coordinated service delivery and successful student transitions from high school to post-secondary institutions.

If the existing infrastructure had to be rebuilt, the ability to provide support services to at risk youth who are targeted in the legislation would be diminished. The WSAC's ability to support these vulnerable students and to recruit and retain them would be at risk.

The robust website currently in place has been refined and enhanced over the last few years by CSF. Rebuilding this required component and marketing it to students, our partners, and other agencies would take time and additional dollars to do well and in a timely way.

- Is the agency proposing this sole source contract because of special circumstances such as confidential investigations, copyright restrictions, etc.? If so, please describe.

No

- Is the agency proposing this sole source contract because of unavoidable, critical time delays or issues that prevented the agency from completing this acquisition using a competitive process? If so, please describe. For example, if time constraints are applicable, identify when the agency was on notice of the need for the goods and/or service, the entity that imposed the constraints, explain the authority of that entity to impose them, and provide the timelines within which work must be accomplished.

No

- Is the agency proposing this sole source contract because of a geographic limitation? If the proposed contractor is the only source available in the geographical area, state the basis for this conclusion and the rationale for limiting the size of the geographical area selected.

No

- What are the consequences of not having this sole source filing approved? Describe in detail the impact to the agency and to services it provides if this sole source filing is not approved.

The development of necessary partnerships would have to be recreated. CSF has held the contract since 2009 and, over time, has developed and expanded relationships with community partners, postsecondary institutions and other agencies for whom assisting at risk youth is a paramount goal. The language in the initial legislation indicated that a non-governmental office should provide support services directly to foster youth resulting in increased postsecondary completion rates for Passport scholars. The 2018 budget bill indicated that the non-governmental office should “provide services to support effective program implementation, resulting in increased postsecondary completion rates for passport scholars”. The language change, while small, is a fundamental difference and CSF has created a framework where they are well positioned to support effective programs which will lead to increased postsecondary rates for these students.

The robust website currently in place would need to be rebuilt taking time and additional dollars to do well.

Sole Source Posting

- Provide the date in which the sole source posting, the draft contract, and a copy of the Sole Source Contract Justification Template were published in WEBS.

6/15/22

- If exempt from posting in WEBS, please provide which exemption.
- If failed to post, please explain why.
- Were responses received to the sole source posting in WEBS?

To be determined

- If one or more responses are received, list name of entities responding and explain how the agency concluded the contract is appropriate for sole source award.

Reasonableness of Cost

Since competition was not used as the means for procurement, how did the agency conclude that the costs, fees, or rates negotiated are fair and reasonable? Please make a comparison with comparable contracts, use the results of a market survey, or employ some other appropriate means calculated to make such a determination.

The cost of the agreement is based on the appropriation for the Passport to College Promise Scholarship program, one part of the two part expanded Passport to Careers Programs, provided by the legislature. The budget provides for a minimum of \$500,000 in fiscal years 2022 and 2023 for this purpose.

