

**Contract No. 25PR029**

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

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 or CSF**."

**The College Success Foundation  
1550 SE 30<sup>th</sup> Pl, Ste 200  
Bellevue, WA 98007  
Phone: 425-416-2000  
FAX: 425-416-2001  
Email: [mcheever@collegesuccessfoundation.org](mailto:mcheever@collegesuccessfoundation.org)**

**WA State UBI Number: 602-027-399**

**PURPOSE**

The purpose of this contract is to: Support the College Success Foundation's Leadership 1000 (L1000) scholarship program which matches private benefactors, family foundations, businesses and corporations with selected economically disadvantaged students for the purpose of funding scholarships for such students and providing mentoring and other support to maximize their chances of graduating with a Bachelor's degree. In addition, this contract will support programs specifically created to improve direct college enrollment rates and first-to-second year college retention rates.

The AGENCY was originally mandated by the 2006 legislature to "contract with the Washington leadership 1000 scholarship fund" [ESSB 6386.PL Sec. 610(16)]. The Washington Leadership 1000 scholarship fund is a program of the College Success Foundation (CSF) which has a working rapport with established and prospective philanthropic and community organizations.

**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. **Exhibit B**, contains a brief description of the Leadership 1000 Scholarship Program.

C. 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. **Postsecondary Graduation Rate** – maintain a minimum graduation rate for L1000 scholars of 80% over a six-year period.
2. **L1000 Fundraising** – Raise a total of \$1,450,000 revenue for L1000 scholarships. Revenue is defined in accordance with Generally Accepted Accounting Principles (GAAP) through events such as the Governors' Cup Golf Tournament, and revenue from individuals, family foundations, businesses, and corporations.

**Fundraising Performance Measurement**

Raise \$400,000 in revenue through events such as the Governor's Cup Golf Tournament, Chateau Ste. Michelle Scholarship event; virtual fund-raising events will be added as necessary in response to Covid-19 limitations; and raise \$1,050,000 in revenue from individuals, foundations, and corporations.

**3. L1000 Scholarship Administration**

- a. Develop scholarship applications and post them online to increase accessibility.
- b. Process all received applications.
- c. Organize a "read day", utilizing on-site and virtual options, to review and score the applications utilizing staff, volunteers, business leaders and other general community members.
- d. Provide a written scoring guide with clear directions to all scholarship reviewers to ensure consistency and minimization of bias in the scoring of applications.
- e. Make the annual selections of new scholars, notify students of award, and disburse funds to colleges/universities each term.
- f. Conduct online and in-person orientations, for newly selected students to inform students about CSF's support services.
- g. Group activities to promote awareness of student financial aid and scholarship opportunities, including the Leadership 1000 program. Activities will be available to students and families across Washington state.
- h. Workshops, information sessions and other activities will support FAFSA/WASFA completion and assist students with unmet need to enroll in college.

**L1000 Scholarship Administration Performance Measurement**

- a. Use a 1:3 ratio model based on scholarship fundraising levels for application processing.
- b. Conduct a minimum of one L1000 scholarship scoring event each year.
- c. At least 75% of reviewers who complete the post 'read day' survey will report that instructions provided to use the scoring guide were clear.
- d. Disburse L1000 scholarship funds to a minimum of 100 students during the contract period.
- e. Disburse all applicable funds to students, newly selected and continuing, during the contract period.

**4. Student Support**

- a. Provide differentiated support based on student's readiness to succeed at college.
- b. Student performance tracked on success factors, such as academic performance, financial stability, access to safe and secure housing, socio-emotional health of student, and career preparation.

- c. Students who are at a higher risk of dropping out will receive more intense outreach than those who are at a lower risk. Outreach will be provided remotely through video, chat, text, email or phone calls as necessary.
- d. Areas of support will be tailored based on the area of need.
- e. Utilize technology to provide appropriate support in an efficient and time-sensitive manner.
- f. Continue to provide support over summer to participating students with intention to enroll / re-enroll at a post-secondary institution through:
  - i. Access to resources on CSF web site at all times and remote advising by phone, email or text message.
  - ii. Frequent electronic communication on actions that need to be completed during summer to ensure smooth transition to college such as registration for orientation, provision of transcript, understanding of financial aid award package, completion of placement testing, application for housing etc.
  - iii. Follow-up with students who did not enroll as expected to encourage future enrollment.
- g. Support participating students enrolled at a post-secondary institution through:
  - i. Access to resources on CSF web site at all times and remote advising by phone, email or text message.
  - ii. In-person, periodic, advising for students enrolled at partner campuses. Partner campuses will be selected based on institution need, willingness to partner with CSF, and enrollment of CSF Scholars. During Covid-19 limitations, Coaches will proactively outreach to scholars. Each coach will offer virtual 'drop-in' and 'office hours' as needed for students.
  - iii. Community-building opportunities at partner campuses, such as networking events, group meetings, social events. Virtual events will be used when in-person activities are limited.
  - iv. Frequent electronic communication on topics important for student success such as financial aid knowledge, financial literacy, FAFSA completion assistance, academic course planning knowledge, career exploration, renewing scholarships etc.
  - v. Referrals to existing on-campus supports.
- h. Provide a Point of Contact for each L1000 Scholar.
  - i. Provide opportunities for informal mentoring and virtual meetings by facilitating interactions between scholars and their respective donors.

## **5. Student Support Performance Measurement**

- a. Support all L1000 Scholars enrolled in post-secondary institutions during the contract period.
- b. Provide one-on-one coaching to a minimum 80% of Leadership 1000 Scholars.
- c. Manage outreach and communications to 100% of active CSF Scholars\* enrolled in post-secondary institutions during the contract period, including delivery of tools and tips that support persistence, motivational nudges that help students reflect on internal strengths and reminders regarding key deadlines. \*Approximately 3,500 students; number of active students varies based on enrollment-status updates.
- d. Expand and promote student-facing resources on the college services website, including online access to CSF's new Career Fluency curriculum
- e. Maintain a minimum year-to-year college persistence rate of 80% for L1000 students.
- f. Facilitate interactions between at least 15 L1000 scholars and their donors during the contract period.

- g. At least 70% of first-year L1000 scholars on partner campuses will complete the FAFSA/WASFA by the state priority deadline.
- h. At least 70% of L1000 students who have been assigned a CSF coach will participate in coaching and/or community- building sessions.
- i. Deliver and evaluate CSF's new Career Fluency Curriculum that focuses on: College Preparation, Transition and Success, Career Exposure and Awareness, Professional and Workplace Skills and Networks & Social Capital
- j. Identify and deliver a minimum of 2 workshops on mental health and wellness
- k. Provide year-end findings on programmatic results, including: number served, quality of service, opportunities for improvement.

## **6. Budget Management**

- a. Manage state funds for fundraising work.
- b. Manage state funds for scholarship administration.
- c. Manage state funds for college transition and retention supports.
- d. Manage state funds for scholar and alumni services.
- e. Manage state funds for marketing and data management.
- f. Manage state funds for indirect services.

### **Budget Management Performance Measurement**

- a. Allocate no more than \$386,000 annually from state funds for scholarship fundraising work, related to reaching the scholarship fundraising goal of \$1,450,000.
- b. Allocate no more than \$200,000 annually from state funds for scholarship administration.
- c. Allocate no more than \$115,000 annually from state funds for scholar and alumni services.
- d. Allocate no more than \$350,000 annually from state funds for student supports, college transition and retention programming
- e. Allocate no more than \$135,000 from state funds for marketing and data management.
- f. Allocate no more than \$300,000 annually from state funds for indirect services.

## **7. Operational support: Marketing / Data management**

- a. Increase visibility and recognition of CSF scholarships and programs through online and in-person interactions to:
  - i. Create awareness and promote application submissions among students.
  - ii. Enhance fundraising capacity and financial support for students.
- b. Update and maintain Constituent Relations Management (CRM) system to support capture of service provision and student outcome data.
- c. Develop automated reports / dashboards to allow staff to make evidence-based programming decisions.

### **Operational support: Marketing / Data management Performance Measurement**

- a. Post application for a minimum of 60 days on the CSF website.
- b. Engage with staff and/or students at a minimum of 30 high schools to create awareness of the scholarship.
- c. All advisors will demonstrate data-driven programming.
- d. Continue to update and maintain partner resource sections of the website.
- e. Continue to populate a data warehouse to support aggregate reporting and analysis.

## 8. Scholar and Alumni Services

- a. Provide opportunities for scholars enrolled at a post-secondary institution to strengthen career preparation skills.
- b. Provide opportunities to build / strengthen skills for professional growth and career development for upcoming graduates and alumni.
- c. Provide networking opportunities for upcoming graduates and alumni.
- d. Build pathways to internship and job opportunities for scholars and alumni.
  - i. Build new relationships with companies and deepen existing partnerships. These partnerships could include internships/externships and jobs, job shadowing, informational interviewing, networking, professional mentoring, and workshop facilitation.
  - ii. Provide a platform for scholars and alumni to make career connections.
- e. Manage a CSF Alumni Board and provide leadership development opportunities to prepare Board members for future philanthropic board membership and professional leadership positions.

### Scholar and Alumni Services Performance Measurement

- a. Provide four career workshops and monthly networking opportunities or career connections for scholars and alumni through online and in-person platforms.
  - b. Facilitate and promote to students 20 internships for CSF scholars and alumni.
  - c. Recruit and maintain a minimum of 18 alumni board members to serve on the Board.
  - d. Support quarterly board meetings and an annual retreat.
  - e. Drive 150 alumni engagements that support CSF's mission such as: attending events, engaging in CSF policy work, and volunteering with CSF programs.
- D. The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below.

#### Report Schedule

October 16, 2023 (for effective date of contract through September 2023)

January 16, 2024 (for October through December 2023)

April 15, 2024 (for January through March 2024)

July 31, 2024 (quarterly and final semiannual financial reports)

Each quarterly report will describe:

- a. Performance Measurement progress for each measure in each of the activity areas including outcome data;
- b. Quarterly reports should address each of the items in Exhibit B in order to show progress toward achieving the contract's Performance Measurements.

An Annual report is due by July 31, 2024 and will address:

- a. Low performance measurements were met, exceeded, or not met.
- b. The number of L1000 students awarded during the contract period and the amount of dollars disbursed to those L1000 students.
- c. Evaluation of the effectiveness of our scholarship programs regarding L1000 student persistence and completion.

Quarterly and annual revenue reports will be in accordance with GAAP and certified accordingly by the CFO for the CONTRACTOR.

Proposal for next contract period: In addition to the quarterly and annual reports required in this section, the CONTRACTOR will, by April 30, 2023, provide the AGENCY with a proposal for continuing their program and support for the L1000 Program for the 2023-24 calendar year. The proposal shall assume the same state level of compensation as is contained in this Contract.

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, 2023, or date of execution, whichever is later, through July 31, 2024.

**COMPENSATION**

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed one million four hundred eighty-six thousand two hundred dollars (\$1,486,200) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work, of which one million four hundred eighty-six thousand two hundred dollars (\$1,486,000) is the maximum compensation for services through June 30, 2024. An additional \$200.00 will be paid for the satisfactory completion of the 4<sup>th</sup> quarter and final cumulative report due no later than July 31, 2024. \$200.00 will be paid for the satisfactory completion of a final report due no later than July 31, 2024.

**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 according to the schedule in the Table 1 below:

Table 1: Invoice Schedule		
1	October 2023	Services from effective date of contract through September 30, 2023
2	January 2024	Services from October 1, 2022 through December 31, 2023
3	April 2024	Services from January 1, 2024 through March 30, 2024
4	July 2024	Services from April 1, 2024 through June 30, 2024 Including final report

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 25PR029.

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.

<b>CONTRACTOR Contract Manager</b>	<b>AGENCY Contract Manager</b>
Michael Cheever College Success Foundation 1550 SE 30 <sup>th</sup> Pl, Ste 200 Bellevue, WA 98007 <i>Phone:</i> (425) 416-2000 <i>Fax:</i> (425) 416-2001 <i>Email address:</i> <a href="mailto:mcheever@collegesuccessfoundation.org">mcheever@collegesuccessfoundation.org</a>	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> <a href="mailto:marlas@wsac.wa.gov">marlas@wsac.wa.gov</a>

### 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. Attachment A – General Terms and Conditions
4. Attachment B – Contractor's Program Description



- 5. 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 6/28/2023 posted on the Washington State enterprise vendor registration and bid notification system on 6/28/2023 and posted on the AGENCY's website on 6/28/2023. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of nine (9) pages and two (2) 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  
Michael Cheever, EVP  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Becky Thompson, Director, SFA  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**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.

### **CYBER-SECURITY AND PRIVACY BREACH INSURANCE**

Coverage for cyber-security and privacy breach shall be pursuant to a separate policy or in coordination with other coverages and must include but is not limited to coverage for first-party costs and third-party claims from: 1. failure to protect data, including unauthorized disclosure, use or access, 2. security failure or privacy breach, 3. failure to disclose such breaches as required by law, regulation or contract, 4. costs associated with notifications, public relations, crisis management advice, credit monitoring, postage, advertising, forensic examinations to determine cause and scope of data breach, risk mitigation services for AGENCY and CONTRACTOR, and other services to assist in managing and mitigating a cyber-incident, 5. interruptions of business operations, 6. RTO (return to operation) expenses 7. network security failure, 8. communications and media liability (e.g., infringement of copyright, title, slogan, trademark, trade name, trade dress, service mark or service name in the policyholder's covered material), 9. computer fraud, 10. forgery, 11. money and securities, 12. employee dishonesty, 13. cyber-extortion, 14. cyber-terrorism, 15. EFT, computer, and electronic transmissions fraud and theft; 16. failure to comply with RCW 19.255.020 and 42.56.590, HIPAA, FERPA, PCI Data Security Standard, Graham Leach Bliley Act, and 16. other cyber-liability or cyber-crime expenses, and provide for associated crisis management and public relations expense. The policy must include a waiver of subrogation in favor of AGENCY and CONTRACTOR.

### **DATA SECURITY PROGRAM**

A. Personal Information and Data Breach Notification Laws. CONTRACTOR acknowledges that certain information or Program Materials collected, used, or acquired by CONTRACTOR in connection with this contract may include Personal Information pertaining to residents in Washington State and other states that have enacted Personal Information and Data Breach Notification Laws, including RCW 19.55.010 and RCW 42.56.590 requiring under some

circumstances individual notice and other reporting requirements within forty days of discovery of the Security Event. CONTRACTOR agrees to comply with RCW 19.255.020 and 42.56.590 and all other applicable Personal Information and Data Breach Notification Laws. If and to the extent any unauthorized access, disclosure or use of Personal Information: (a) is attributable to a breach by CONTRACTOR of its obligations under the Agreement, or for failing to adopt or enforce its own technology security policy, or for failing to comply with the AGENCY Security Policies and Procedures; and (b) triggers notice or other requirements under a Personal Information or Data Breach Notification Law, CONTRACTOR shall assume responsibility for and pay all costs to comply with legal obligations relating to such unauthorized access, disclosure or use of Personal Information, including the reasonable costs of providing notices, a toll-free call center / help desk, credit monitoring services and identity theft insurance to affected individuals for up to two (2) years. CONTRACTOR agrees to pay AGENCY for all associated costs incurred by Agency in responding to or recovering from said Security Event. Nothing contained herein shall be deemed to release CONTRACTOR from its indemnification obligations as set forth in the Contract.

B. CONTRACTOR shall maintain in effect at all times a comprehensive data security program that includes reasonable and appropriate administrative, technical and physical security measures designed to detect, prevent and mitigate the risk of identity theft and protect against the destruction, loss, unauthorized access, disclosure, use and/or alteration of data (whether or not encrypted), in CONTRACTOR's possession or under CONTRACTOR's control, and which shall be no less rigorous than those measures that are required to be maintained by AGENCY to comply with applicable state law. CONTRACTOR will provide the data security program to AGENCY for its review, and AGENCY shall have the right to provide feedback and comment on CONTRACTOR's data security program.

C. CONTRACTOR Information Security Officer; Compliance with Security Policies and Procedures, and Security Certifications.

(1) Compliance with Security Policies and Procedures. CONTRACTOR shall comply with: (i) security requirements and obligations required by applicable law; (ii) AGENCY Security Policies and Procedures; (iii) the then-current ISO (International Organization for Standardization) and IEC (International Electrotechnical Commission) ISO/IEC 27000 series of Information Security Management Systems standards; (iv) then-current Statement on Standards for Attestation Engagements (SSAE) No. 16, (v) then-current Payment Card Industry Data Security Standard (PCI DSS), and (vi) CONTRACTOR's security standards, policies, guidelines and procedures, provided that, at AGENCY's discretion, AGENCY Security Policies and Procedures shall take precedence over any inconsistencies or conflicts with CONTRACTOR's security standards, policies, guidelines and procedures (subsections (i) through (iv) are collectively referred to as the "Security Policies and Procedures"). If there is a change in the Security Policies and Procedures from and after the Effective Date that CONTRACTOR disagrees with, CONTRACTOR may submit a Waiver Request. AGENCY will evaluate the Waiver Request and either approve it, whereupon CONTRACTOR shall not be obligated to comply change, or reject the Waiver Request, whereupon CONTRACTOR shall comply with such change.

(2) CONTRACTOR Information Security Officer Responsibilities. CONTRACTOR shall designate a team member ("Information Security Officer") who shall, at no cost or expense to AGENCY:

a. Be responsible to ensure CONTRACTOR's initial and on-going compliance with the Security Policies and Procedures;

b. Upon AGENCY 's request, an officer of CONTRACTOR shall provide a written certification to AGENCY, confirming CONTRACTOR's compliance with the Security Policies and Procedures; and

c. Upon AGENCY 's request, including following any certification related to CONTRACTOR's compliance with the Security Policies and Procedures, meet with AGENCY Representatives to discuss CONTRACTOR's certification, the Security Policies and Procedures or other related matters.

(3) Security Certifications. CONTRACTOR represents and warrants to AGENCY that CONTRACTOR incorporates the following in the development, management and delivery of its information security management services: (i) ISO (International Organization for Standardization) and IEC (International Electrotechnical Commission) ISO/IEC 27000, series of Information Security Management Systems standards ("ISO Security Standards"), (ii) SSAE 16 (Statement on Standards for Attestation Engagements, and (iii) Payment Card Industry Data Security Standard (PCI DSS). If CONTRACTOR is, or if and when CONTRACTOR becomes certified under the ISO Security Standards or other security services standard, CONTRACTOR shall maintain such certification(s) on an on-going basis and CONTRACTOR shall provide AGENCY with a copy of such certification(s) upon request. CONTRACTOR shall provide AGENCY with full and complete copies of any ISO Security Standards audits and reviews, SOC 1 reports, SOC 2, reports, and other security audits, reports and reviews, whether conducted internally by CONTRACTOR or through a Third Party, within five (5) days of a request by AGENCY and within twenty (20) days of CONTRACTOR 's receipt of such audits, reports and reviews. If there are deficiencies cited and/or recommendations made, the CONTRACTOR Information Security Officer, the CONTRACTOR Executive Sponsor and other appropriate personnel from CONTRACTOR shall meet with AGENCY to review the deficiencies and recommendations and develop a plan of action to address such items.

D. Security Breaches. If CONTRACTOR discovers or is notified of the destruction, loss and/or unauthorized access, disclosure, use and/or alteration of AGENCY data, including confidential information, or any attempt to access AGENCY data, including confidential information, that is reasonably likely to result in the destruction, loss and/or unauthorized access, disclosure, use and/or alteration of AGENCY data, including confidential information, (each such event, a "Security Event"), CONTRACTOR shall without undue delay and unless prohibited by Law: (i) promptly (and not more than within three (3) days) notify AGENCY in writing of the Security Event; (ii) investigate the Security Event and provide reasonable cooperation with AGENCY investigation of the Security Event, including periodic updates with respect to CONTRACTOR's investigation of the Security Event; (iii) if the source of the Security Event is not within the control of CONTRACTOR, provide reasonable cooperation with AGENCY 's development of a risk assessment, root cause analysis and corrective action plan, including AGENCY 's mitigation and remediation activities; and (iv) and provide reasonable cooperation with AGENCY in complying with, the requirements of all applicable Personal Information Laws and other applicable Laws. If the source of the Security Event is within the control of CONTRACTOR's personnel, CONTRACTOR shall: (v) promptly provide a written report to AGENCY that sets forth CONTRACTOR's risk assessment, root cause analysis and corrective action plan; (vi) implement the corrective action plan and mitigate the effects of the Security Event as soon as practicable; and (vii) provide AGENCY periodic updates with respect to CONTRACTOR's mitigation and corrective action efforts.

E. HIPAA. If CONTRACTOR (or any subcontractor) will, or will likely, have access to protected health information (as defined in the regulations promulgated under the Health

Insurance Portability and Accountability Act of 1996, as amended, "HIPAA") of AGENCY, CONTRACTOR and any applicable subcontractor(s) shall execute the then-current form of Business Associate Agreement of AGENCY.

F. Survival. The terms of this Article shall survive the expiration or termination of the Agreement.

G. Any breach of these privacy provisions by CONTRACTOR is grounds for termination of the contract and return of all Program Materials.

## **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.

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## Attachment B



# Leadership 1000 Scholarship Program Synopsis

## L1000 Scholarships

The Leadership 1000 Scholarship Program is a scholarship program funded by individuals, foundations, or businesses and provides college scholarships to deserving students who need assistance attending an eligible four-year college or university in Washington State.

A Leadership 1000 Scholarship can be customized around a general set of criteria as requested by the donor. Scholarships awarded will range from \$1,000 to \$5,000. Scholarships are renewable for up to three additional years. Students must maintain satisfactory academic progress in order to renew the scholarship each year.

## Governors' Scholarship

The Washington State Governors' Scholarship for Foster Youth is a scholarship program that helps young men and women from foster care continue their education and earn a college degree. Eligible students must meet specific criteria.

The program is supported by the current and former governors in Washington State. Proceeds from the Governors' Cup - an annual golf tournament - provide funding for approximately 40 new scholars each year. Scholarship award amounts range from \$2000 to \$4000 depending on need and the college of attendance.

The scholarship can be accessed for up to five years to complete an undergraduate study. Students must be enrolled full time and maintain satisfactory academic progress in order to renew the scholarship each year.