Contract

between the

State of Washington

State Board for Community & Technical Colleges

and

InsideTrack

This Contract is made and entered into by and between the Washington State Board for Community & Technical Colleges, hereinafter referred to as the "AGENCY", and Strada Collaborative, LLC d/b/a InsideTrack (“Strada”), an Indiana not-for-profit limited liability company with its headquarters located at 10 W. Market St., Suite 1100, Indianapolis, IN 46204, hereinafter referred to as “CONTRACTOR.”

Strada Collaborative, LLC d/b/a InsideTrack

10 W. Market St., Suite 110

Indianapolis, IN 46204

Phone: 800-844-6371

FAX:

Email:   [ruth.white@insidetrack.org](mailto:ruth.white@insidetrack.org) ; [contracts@insidetrack.org](mailto:contracts@insidetrack.org)

WA State UBI Number:    605419753

PURPOSE

The purpose of this contract is to engage the services of InsideTrack to provide Re-enrollment Coaching for stopped out learners at participating Washington Community and Technical Colleges, as well as provide Coaching Skills Workshops for select College faculty and/or staff as detailed in Exhibit B

SCOPE OF WORK

1. Exhibit 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.
2. The CONTRACTOR will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as included in the CONTRACTOR'S Statement of Work and Proposal attached as Exhibit B.

B.1 Services. During the Period of Performance, CONTRACTOR shall provide Services to AGENCY. No obligation for Services or costs shall be incurred by either Party unless and until an SOW has been executed by the Parties. Each SOW will contain a description of the Services to be performed, the delivery or performance schedule, and all costs associated with the Services. Nothing will preclude or limit CONTRACTOR from providing Services to other customers, irrespective of the possible similarity of Services delivered to AGENCY.

B.2 Suspension of Services. CONTRACTOR reserves the right to suspend provision of any Services: (a) as provided in this contract (with respect to overdue payments); (b) if AGENCY is otherwise in breach of this Agreement; or (c) if such suspension is necessary to comply with any applicable law or order of any governmental authority.

B.3 Implementation of Services. CONTRACTOR’s provision of Services is dependent on AGENCY fully performing any AGENCY responsibilities identified in this Agreement or the applicable SOW, including but not limited to, providing information required for implementation. CONTRACTOR’s delay or nonperformance of the Services will be excused to the extent such delay or nonperformance results from AGENCY’s delay or nonperformance of the AGENCY responsibilities. CONTRACTOR shall provide AGENCY with notice of AGENCY’s nonperformance and use commercially reasonable workaround efforts, provided that, if CONTRACTOR’s workaround efforts would require additional cost or a significant delay, CONTRACTOR shall notify AGENCY and CONTRACTOR’s obligation to perform workarounds will be subject to the Parties’ execution of an additional or amended SOW.

B.4 Impact Study. CONTRACTOR seeks to better analyze and understand longitudinal outcomes obtained through the usage of its Services to continue to improve the focus and quality of its Services provided to AGENCY or provided to others on AGENCY’s behalf. CONTRACTOR may design and execute an efficacy study related to the impact of CONTRACTOR’s Services, at CONTRACTOR’s expense (a “Study”). The Study may investigate outcomes achieved by those utilizing the Services (each a “User”) or estimates of costs per outcome achieved. The Parties agree that CONTRACTOR may utilize Confidential Information and/or User information in furtherance of a Study, including but not limited to names, birthdates, data regarding User usage of CONTRACTOR Services, admissions date, anticipated matriculation date, enrollment, withdrawal, coaching eligibility, first generation college indicator, high school grade point average (“GPA”), federal financial aid eligibility status or usage, race/ethnicity, basic demographics, distance from campus or home zip code, military status, FAFSA submission date and status, financial planning data, college GPA, credits earned, major declared, academic standing, User attitudes, future plans, and employment. CONTRACTOR may also share Confidential Information and/or User information with third-parties as necessary to conduct a Study. Prior to engaging any third-party service provide, CONTRACTOR shall notify AGENCY in writing. Such third-parties are subject to nondisclosure agreements that are no less protective than the Agreement. AGENCY may provide input for consideration to CONTRACTOR regarding the design of the Study. CONTRACTOR and AGENCY will coordinate in good faith to obtain any necessary Institutional Review Board approval for the Study, at CONTRACTOR’s expense. CONTRACTOR shall share the results of a Study with AGENCY, but such results shall remain the Confidential Information of CONTRACTOR (except to the extent the results contain or reveal Confidential Information of AGENCY or AGENCY Materials, which remains the property of AGENCY). Notwithstanding this section, CONTRACTOR may retain Confidential Information or User information until the completion of the Study.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from   January 13, 2025   , or date of execution, whichever is later, through  October 31, 2025    . This contract may be extended for another 12 months via written agreement of the parties.

COMPENSATION

Total compensation payable to CONTRACTOR for satisfactory performance of the work under this contract shall not exceed one hundred thousand dollars ($100,000). CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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.

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 SC 2024-25-136. 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 Information | AGENCY Contract Manager Information |
| Bobbie Godbey Strada Collaborative LLC d/b/a InsideTrack 10 W. Market Street, Suite 1100  Indianapolis, IN 46204 *Phone :* (800-844-6371  *Fax:*  (     )  *Email address:* contracts@insidetrack.org | Monica Wilson  Washington State Board for Community & Technical Colleges  PO Box 42495  Olympia, WA 98504-2495  *Phone:*  503-307-1555  *Email address:*  mwilson@sbctc.edu |

ACCESSIBILITY

CONTRACTOR remains committed to ensuring its products are accessible to users with disabilities. CONTRACTOR strives for WCAG 2.1 Level A/AA and Section 508 conformance. Regular testing (both internal and by a third party) is conducted to identify conformance issues, with processes in place for timely remediation of accessibility issues that are identified. More details on accessibility requirements are found in the RFP document Exhibit E.

INSURANCE

The CONTRACTOR shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.

The CONTRACTOR shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than $1,000,000 per occurrence.

Additionally, the CONTRACTOR is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

1. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CONTRACTOR, automobile liability insurance shall be required. The minimum limit for automobile liability is:

|  |
| --- |
| $1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage. |

1. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies.

All policies shall be primary to any other valid and collectable insurance. CONTRACTOR shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

CONTRACTOR shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance that outlines the coverage and limits defined in the *Insurance* section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the 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 exhibits 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 Statement of Work and Proposal
5. Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract, including referenced exhibits, 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. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of 20 pages is executed by the persons signing below, who warrant they have the authority to execute the contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| STRADA COLLABORATIVE, LLC dba  INSIDETRACK | |  | Washington State Board for Community and Technical Colleges | |
| Signature | |  | Signature | |
| Ruth White, President | |  |  | |
| Name, Title | Date |  | Name, Title | Date |

EXHIBIT A -

GENERAL TERMS AND CONDITIONS

DEFINITIONS

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

1. "AGENCY" shall mean the (SBCTC) 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.
2. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
3. "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.
4. "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.

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

Materials developed solely by CONTRACTOR prior to the Term of this Agreement will belong to and be the sole and exclusive property of CONTRACTOR (“Strada Pre-Existing IP”). Subject to the specific rights provided to AGENCY hereunder, CONTRACTOR will have sole and exclusive ownership of all right, title, and interest in and to (a) the specific proprietary materials and methodology used by CONTRACTOR for providing the Services hereunder, all media and documentation relating to the design, development, operation, testing, or use of the Services or any additions or modifications thereto, (b) all media and documentation relating to the training and evaluation of CONTRACTOR personnel, (c), all CONTRACTOR Pre-Existing IP, (f) all intellectual property rights associated with Section (a) – (e) (including, without limitation, rights to patents, copyrights, trade secrets, and know-how) (collectively, “Strada Materials”). Upon CONTRACTOR’s request, AGENCY shall execute such further instruments and take such further action as CONTRACTOR may reasonably request to effect ownership of any of the Strada Materials and intellectual property rights. The CONTRACTOR name, logo, the product names associated with the Services, and the proprietary methodologies associated with the Services, are trademarks of CONTRACTOR, and no right or license is granted to use them except by express written permission of CONTRACTOR. Any additional use of Strada Materials beyond the scope of this Section without CONTRACTOR’s prior written consent will be deemed a breach of this Agreement and of CONTRACTOR’s Intellectual Property Rights. 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. For all materials developed under this contract AGENCY hereby grants to the CONTRACTOR 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.

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.

1. The respondent shall send a written answer to the requester’s statement to both the agent and the requester within 5 working calendar days.
2. 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.
3. 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 alternate dispute resolution 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.

1. Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or subcontractor, has a collective bargaining or other agreement.
2. Obligation to Cooperate. CONTRACTOR, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
3. Default. Notwithstanding any provision to the contrary, AGENCY may suspend CONTRACTOR, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until AGENCY receives notification that CONTRACTOR, including any subcontractor, is cooperating with the investigating state agency. In the event CONTRACTOR, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), AGENCY may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, subcontractor, or both, shall be liable for contract 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, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. AGENCY shall have the right to deduct from any monies due to CONTRACTOR or subcontractor, or that thereafter become due, an amount for damages CONTRACTOR or subcontractor will owe AGENCY for default under this provision.

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 virtual access to its relevant 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 60 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 60 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

1. 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.
2. 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.
3. 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.
4. 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.
5. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract
6. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

U.S. DEPARTMENT OF TREASURY, OFFICE OF FOREIGN ASSETS CONTROL

The agency complies with U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC) payment rules. OFAC prohibits financial transactions with individuals or organizations, which have been placed on the OFAC Specially Designated Nationals (SDN) and Blocked Persons sanctions list located at <http://www.treas.gov/offices/enforcement/ofac/index.html>. Compliance with OFAC payment rules ensures that the agency does not conduct business with individuals or organizations that have been determined to be supporters of terrorism and international drug dealing or that pose other dangers to the United States.

Prior to making payment to individuals or organizations, the agency will download the current OFAC SDN file and compare it to agency and statewide vendor files. In the event of a positive match, the agency reserves the right to: (1) make a determination of “reasonability” before taking the positive match to a higher authority, (2) seek assistance from the Washington State Office of the State Treasurer (OST) for advanced assistance in resolving the positive match, (3) comply with an OFAC investigation, if required, and/or (4) if the positive match is substantiated, notify the contractor in writing and terminate the contract according to the Termination for Convenience provision without making payment. The agency will not be liable for any late payment fees or missed discounts that are the result of time required to address the issue of an OFAC match.

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.

# Exhibit B

Strada Collaborative, LLC d/b/a InsideTrack and Washington State Board for Community and Technical Colleges

Summary of Services for Statement of Work

InsideTrack Authorized Representative: Carrie Lockhert, Associate Vice President, Partner Success

Email: Carrie.Lockhert@insidetrack.org

Client Authorized Representative: Monica Wilson

Email: mwilson@sbctc.edu

Billing Contact: Monica Wilson

Billing Contact Email: mwilson@sbctc.edu

Billing Address: PO Box 42495  
Olympia, WA 98504-2495

Start Date: SOW Effective Date January 13, 2025

End Date: October 31, 2025

## Re-enrollment Coaching Program + Coaching Skills Workshop

The following InsideTrack Re-enrollment Coaching program is scoped for one participating institution.

|  |  |
| --- | --- |
| Institutional Re-enrollment Coaching Program Component Descriptions | |
| Component | Description |
| Program Management and Change Support | Throughout our partnership, InsideTrack will provide ongoing consultation and strategic support for leadership and the operational team. This entails holding regular strategy sessions to ensure our partnership is on track to achieve its objectives and effectively grow and adapt our services as your program evolves.  This includes:   * InsideTrack will facilitate a partnership kick-off including collaborating with the partner for a comprehensive program discovery * InsideTrack will provide timely consultation including trends, student stories, and insights to strengthen the returning student experience * InsideTrack will provide ongoing change support to launch the coaching program and promote internal stakeholder buy-in and participation through communication planning consultation, tracking progress toward goals, and promoting leadership-level endorsement.   Program management and change support will begin at contract execution and continue through the contract term. |
| Coaching Skills Workshop | InsideTrack will facilitate a half-day virtual workshop on one Coaching Development Topic from the InsideTrack Coaching Methodology designed to enable participants with the knowledge to improve learner interactions. Following the training workshop, InsideTrack will facilitate a virtual group development session to provide strategic support on skill application.  This program is estimated to require 6-8 hours of participants’ time.  Priced for one cohort of up to 20 participants. |
| Program Implementation and Data Integration | Working closely with your program team, we finalize coaching communication and protocols, integrate student data with our coaching platform, and launch the coaching program.  In order for the coaching program to be set up for success, InsideTrack requires a single source of data and integration as well as multiple data sets/updates to data to track enrolled student milestones. |
| Standard Reporting | InsideTrack's Coaching Operations in partnership with our Analytics team will provide monthly data reports on service utilization, coaching focus areas, and student drop reasons, as well as commentary analyses. Report delivery will commence within 30 days of data integration completion and coaching program launch. |
| Re-enrollment Coaching | InsideTrack Re-enrollment Coaching is a phased coaching program that re-engages students who have been away from a partner institution for at least one academic term and for those interested in re-enrolling, supports them in developing a plan to re-enroll and complete their education with proactive coaching through their first term re-enrolled for up to 6 consecutive months of Success Coaching.  InsideTrack will use multiple channels to outreach to a predetermined number of formerly enrolled students with the intention of understanding if the student is interested in re-enrolling at the partner institution for an upcoming term. Students who indicated that they are interested in returning to school receive coach support through the re-enrollment process and through their first census back (if within the contract term).  The goal is to help each student develop and execute a personalized plan for returning to school and completing their studies ready for career success.  InsideTrack Re-enrollment Coaching partners with students to:   * Re-connect to their purpose for pursuing a degree program * Recognize the value of your institution * Define and execute a plan for re-enrolling in their desired program * Develop the skills needed to effectively balance work, family, financial and academic obligations   In the process of interacting with students via various channels, coaches gather a wealth of information on students’ experiences, attitudes and preferences. These insights, coupled with analysis and guidance from InsideTrack, drive continuous improvement and produce an environment where students thrive and graduate prepared for a rewarding future.  The program is priced in two phases, the Outreach Phase for those who are being proactively outreached and re-engaged and the Coaching Phase for those who have expressed interest in re-enrolling at the partner institution.  InsideTrack will require a minimum investment equal to the cost of 5% of students in the outreach phase. If more than 5% of students opt into coaching, InsideTrack will conduct a true-up process and bill for those additional students. If less than 5% of students opt into coaching in a cohort, no adjustments are made to the minimum contribution. |

|  |  |  |
| --- | --- | --- |
| Re-enrollment Coaching Program Costs | | |
| Component | Price Per Institution\* | Volume |
| Program Management and Change Support | $10,000 | 1 partner institution in addition to SBCTC support |
| Re-enrollment Implementation  and Data Integration | $20,000 | 1 partner institution |
| Coaching Skills Workshop | $12,730.00 (virtual) | 1 cohort of up to 20 participants |
| Standard Reporting | Included | 1 partner institution |
| Re-enrollment Outreach Phase | $35 per outreached learner | 1,170 learners outreached |
| Re-enrollment Retention Coaching Phase | $272 per re-engaged coached learner for up to 4 consecutive months of re-enrollment coaching | 60 learners coached  or approximately 5% of 1,170learners outreached |
| Minimum Program Cost | | $100,000.00 |
| Washington SBCTC’s Investment | | $50,000.00 |
| Strada Education Foundation Matching Grant | | $50,000.00 |

\*An “Outreached Lead'' is any unique query (not unique learner) that is not a test record or duplicate, and was not submitted in error. Outreached leads for a given month are counted on the 10th of the following month to allow for manual marking of duplicates, test records, and errors.

\*A “Re-engaged Learner” is any unique learner that is not a test record or duplicate, and was not submitted in error. The “Re-engaged Learner” count for a given month is counted on the 10th of the following month to allow for manual marking of duplicates, test records, and errors.

The Re-enrollment Coaching Minimum Investment indicated above includes up to the specified number of Outreached Leads and is invoiced per the Invoice Schedule included herein.

* If Client elects to submit fewer Outreached Leads, the Re-enrollment Coaching Minimum Investment is not amended.
* Should Client provide additional Outreached Leads and InsideTrack agrees to provide such service, the Investment shall be increased as follows:
  + Re-enrollment Coaching investment will be increased for each additional Outreached Lead over the specified number of Outreached Leads using the Pricing Table below.
  + Retention Coaching investment will be increased proportionately with an increase in Outreached Leads to account for anticipated additional Re-engaged Learners using the Pricing Table below. The number of anticipated additional Re-engaged Learners is determined by applying the estimated re-enrollment rate to the additional number of Outreached Leads.
  + Payment for such Outreached Lead overages will be added to the next invoice listed in the Invoice Schedule or a final additional invoice payable net 30 days if the Invoice Schedule has already been completed.

The Retention Coaching for Re-engaged Learners Minimum Investment indicated above includes up to the specified number of Re-engaged Learners and is invoiced per the Invoice

Schedule included herein.

* If Client elects to submit fewer Re-engaged Learners for Retention Coaching, the Minimum Investment is not amended.
* Should Client submit additional Re-engaged Learners for Retention Coaching and InsideTrack agrees to provide such service, the Re-enrollment Coaching Investment shall be increased for each additional Re-engaged Learner over the specified number of Re-engaged Learners using the Pricing Table below.
  + Payment for such additional Re-engaged Learners will be added to the next invoice listed in the Invoice Schedule or a final additional invoice payable net 30 days if the Invoice Schedule has already been completed.

|  |  |  |
| --- | --- | --- |
| Re-enrollment Coaching Program Summary | | |
| Estimated Coaching Term: | April 1, 2025 | October 31, 2025 |
| Included in Minimum Investment | | |
| Implementation & Data Integration | $20,000.00 One-time set-up per institution per program | |
| Program Management and Change Support | $10,000.00 for one partner institution | |
| Re-enrollment Coaching Minimum Investment | Includes up to 1,000 Outreached Leads | |
| Retention Coaching for Re-engaged Learners Minimum Investment | Includes up to 60 Re-engaged Learners for access to 4 consecutive months of Retention Coaching   * Based on Re-enrollment of 5% of included Outreached Leads | |
| Additional Investment for Outreached Lead Overages | | |
|
| Additional Investment for Re-enrollment Coaching resulting from Outreached Lead Overages | $35.00 per additional Outreached Lead   * Outreached Lead Overage volume is calculated as total Outreached Leads less specified number of Outreached Leads included in Minimum Investment | |
| Additional Investment for Retention Coaching for Re-engaged Learners resulting from Outreached Lead Overage | $272.00 for up to 4 months of Retention Coaching per additional Re-engaged Learner   * Re-engaged Learner Coaching Overage volume is calculated as 5% of the Outreached Lead Overage calculated above | |

|  |  |  |
| --- | --- | --- |
| Invoice Schedule (Net 30) | | |
| Date | Amount | Milestone |
| 1-Feb-25 | $25,000.00 | \* Program discovery and implementation begins.  \* Kick-off Meeting complete |
| 1-May-25 | $25,000.00 | \*Coaching outreach begins |
| Total Due | $50,000.00 | Remainder of program cost is paid by the Strada Education Foundation grant. |