

Contract ID

Contract Department Code

Contract Year:

Address

Company/Contractor Name

City/Zip

Manager

EIN:

Budget Code:

SSN

A/P ☒ A/R ☐

UBI

Project Name

Payment Method

Project Description

Reasons
for Late
File:

Project Total

Project Begin Date

Project End Date

Log Date

Late File Memo: ☐

Checklist ☐

W-9 ☐

W-8BEN ☐

DRS ☐

Foreign Status Cert ☐

Amendment 1:

Amendment 2:

Amendment 3:

Amendment 4:

Notes:

Department Contact Name::

Client Services Do Not Report Under \$5000 ☐

Client Services Reporting Over \$5000 ☐

Not Client Services ☐

Not CS - Advertising\Recruitment ☐



WIPHE CONTRACT FOR TITLE IX SERVICES

THIS CONTRACT is made and entered into by and between the State of Washington, acting by and through Washington State Community College District 22 dba Tacoma Community College, an institution of Washington State government ("AGENCY") located at 6501 S. 19th Street, Tacoma, WA 98466-3100 and Grand River Solutions, Inc., a –California corporation licensed to conduct business in the State of Washington ("CONTRACTOR"), and located in Delaware for the purpose of providing the services described below.

WHEREAS, certain Washington Institutions of Public Higher Education (WIPHE members) have entered into an Interlocal Agreement for Cooperative Purchasing that allows one WIPHE member to enter into a contract for services with a vendor, whereupon AGENCY and other WIPHE members, pursuant to an Addendum specific to that WIPHE member (Member Addendum), may use the same contract to retain the vendor's services.

WHEREAS, the CONTRACTOR has agreed to perform Title IX services, subject to the authority of the AGENCY and pursuant to the Contract and any Member Addenda that will be also subject to the terms of this Contract.

NOW, THEREFORE, the AGENCY and the CONTRACTOR agree to the following terms and conditions:

1. PURPOSE

The purpose of this Contract is for the CONTRACTOR, by and through individuals who are designated in a specific Member Addendum to this Contract, to provide services as described in Paragraph 2 below and as more fully set forth in a specific Member Addendum to this Contract that is substantially the form attached as Appendix 1.

2. SERVICES PROVIDED

Services provided by the CONTRACTOR to AGENCY and other WIPHE members are limited to the following and are subject to applicable law. The specific services provided to AGENCY or other WIPHE member must be set forth in a Member Addendum to this Contract.

All services and communications will be handled in a secure and confidential manner. Each service provided will comply with relevant policies, procedures, and regulations as well as federal, state, and local laws, statutes, ordinances, rules, and regulations.

Title IX and Equity Support: Grand River Solutions will provide coaching and guidance on Title IX and Equity to WIPHE members on an as-needed basis. These services include reviewing of draft



reports, providing guidance to leadership, reviewing training materials and/or reviewing relevant institutional policies and procedures.

Investigative Services: Grand River Solutions will provide investigative services to WIPHE members on an as-needed basis. Grand River Solutions will appoint a qualified and trained investigator to perform impartial investigations within the specific scope determined by a WIPHE member pursuant to that member's addendum. The investigation will be independent, objective and thorough, and comply with the WIPHE member's policies and procedures. The investigator will also make all evidence that is directly related to the allegations available to the parties and their advisors for review and response. Unless otherwise directed, the investigator will provide a written report to the WIPHE member summarizing the investigation and all relevant evidence, in accordance with WIPHE member's policy and procedure.

Decision Maker Services: Grand River Solutions will provide decision maker services on an as-needed basis. A qualified, experienced, and trained professional from Grand River Solutions will be appointed to act as the decision maker or a hearing panel member in cases as assigned by the client. The appointed professional will conduct impartial and fair, trauma-informed hearings; resolve procedural disputes that arise during the hearing; respond to questions, objections, or disruptions of the hearings and not engage in ex parte contact with parties; prepare and conduct prehearing procedures as needed; manage logistics of the hearing process; allow the WIPHE member and its legal counsel to participate as a party at all stages in the process; and draft a written decision with analysis, rationale, factual findings, and conclusions in compliance with all applicable laws, the Washington Administrative Procedure Act (APA), and applicable AGENCY and WIPHE member regulations, policies and procedures. If legal issues arise during the course of the proceedings, the firm's personnel will seek legal advice from an appropriately screened Assistant Attorney General when necessary.

Services provided may include, as needed:

- Function as Chairperson or Hearing Officer for Title IX or other Hearing Panels
 - resolve procedural disputes that arise during a hearing
 - respond to questions, objections, or disruptions of conduct hearings prepare
 - conduct pre-hearing procedures manage logistics of the hearing process
 - draft written decision, with analysis and all elements as required by the campuses policies and procedures.

Hearing Advisor Services: Grand River Solutions will provide advisor services on as needed basis. A qualified, experienced, and trained professional from Grand River Solutions will be appointed to act as a hearing advisor in Title IX proceedings and/or appeals.

Appeals: Grand River Solutions will provide administrative appeals services on an as needed basis. A qualified, experienced, and trained professional from Grand River Solutions will be appointed to act as an administrative appeals officer in accordance with the Title IX, the APA and WIPHE member regulations, policies and procedures.

Informal Resolutions: Grand River Solutions will provide informal resolution services on an as-needed basis. A qualified, experienced, and trained professional from Grand River Solutions will be appointed to act as a facilitator of informal resolutions in accordance with Title IX, applicable state law,



and WIPHE member regulations, policies and procedures.

Training: Grand River Solutions will provide training services on an as-needed basis. Training topics MAY include topics such as investigations, hearing officer competencies, understanding the new and existing Title IX Regulations, relevant Washington laws and regulations governing Title IX and other investigations and hearings, including Washington's APA and WIPHE members' rules and regulations, best practices in adjudications and appeals, or other topics as may be requested. Grand River Solutions will work with the WIPHE member or members to identify specific dates and topics to be determined by a mutual written agreement. Specific dates and topics to be determined by mutual written agreement. All training provided by Grand River will be in collaboration with the Attorney General's Office and approved in advance by an attorney in the Education Division or Regional Services Division of the Attorney General's Office.

Additional Services: On an as needed basis:

- Interim Title IX Coordinator services
- Campus Climate Survey and Assessment services
- Consulting and Support services (Student Conduct, Clery Act, Diversity, Equity, Inclusion, ADA and 504)
- Services similar to those described above for non-Title IX matters.

All services provided by CONTRACTOR will utilize a trauma-informed approach while implementing best practices, advancing equity, diversity, and inclusion; and also maintaining compliance, fairness, and due process.

CONTRACTOR will not use any Subcontractors vendors for this work.

The Member Addendum to this Contract will provide services that are specific to the WIPHE member seeking services. The Member Addendum to this Contract shall set out the specific details of the services required, said details to include the compensation/rates consistent with this Contract, individuals providing services, and the term of assignment that shall not exceed the term of this Contract or extensions hereto.

The CONTRACTOR, the AGENCY, and the other WIPHE members who may contract for services pursuant to a Member Addendum to this Contract understand and agree to the AGENCY's continuing authority and right to expand or limit the scope of services provided pursuant to this Contract.

3. NOTICE and CONTRACT ADMINISTRATION

All Notices required to be provided to the AGENCY by the CONTRACTOR under this Contract or a Member Addendum must be provided in writing to the designated Administrator in the Contract or Member Addendum. All Notices required to be given to the CONTRACTOR by the AGENCY must be provided in writing to the CONTRACTOR'S authorized representative designated in this section. The contact information for the AGENCY and the CONTRACTOR shall be:



Stephen Smith [ssmith@tacomacc.edu] [253-566-5055][6501 South 19th Street Building 14, Tacoma, Washington 98466]

[insert Grand River's Authorized Representative and contact information]

Written notice may be personally delivered, sent in the U.S. Mail, or transmitted via email.

4. MODIFICATION TO CONTRACT

CONTRACTOR modifications to this Contract and its Terms and Conditions must be approved in advance by the AGENCY. Any modification request shall be presented in writing to the AGENCY using the "notice" provisions listed in Paragraph 3 above. Upon approval by the AGENCY, a written amendment will be signed by all Parties. No services may be performed pursuant to the terms of an amendment until the amendment has been fully executed.

5. COMPENSATION AND PAYMENT

- A. **Compensation.** There is no compensation or expenses associated with this Contract unless and until the CONTRACTOR's services are retained and a Member Addendum to this Contract is executed. Compensation for services and/or expenses shall be set forth in a Member Addendum to this Contract. Compensation for Title IX services and expenses shall not exceed the rates set forth in CONTRACTOR'S Response to the AGENCY's Request for Proposal, see Appendix 2, and shall include normal overhead and operating costs. Expenses, if any, shall be pursuant to the Standard Terms and Conditions, attached hereto as Appendix 3. The AGENCY and CONTRACTOR acknowledge that the execution of this Contract in no way obligates the AGENCY or an AGENCY to engage the CONTRACTOR to provide services described above and does not guarantee work or a Member Addendum to this Contract.
- B. **Invoices and Payment.** Payment will be made by the WIPHE member who executes a specific Member Addendum to this Contract. Payment shall be timely if paid within 30 days of submittal of a properly completed invoice.

Invoices not including all required information or containing inaccurate information may be returned to the CONTRACTOR for correction without payment until corrected and returned.

The CONTRACTOR must provide detailed and itemized invoices while maintaining confidentiality of parties invoice for services that include at least the below information:

- work performed;
- person assigned;



- date accomplished;
- time spent, in ¼ hour increments per task;
- dollars charged;
- the Contractor's Statewide Vendor Payee number;
- a timekeeper summary listing the name of person whose work is in the invoice being billed, the hours billed, the applicable rate and total amount for the person as well as the total amount for all timekeepers; and
- contract balance information, specifically an accounting showing the total contract amount, the invoiced amounts, and the amount remaining on the contract if a dollar maximum has been set.

See Appendix 4. A WIPHE member who enters into a Member Addendum to this Contract is not liable for payment of services performed before the effective date or after the expiration date of this Contract and Member Addendum, for costs or expenses that exceed the maximum amount of compensation set forth in the Member Addendum, or before an amendment to the Member Addendum is effective and all requisite approvals have been obtained. Absent good cause, WIPHE members are not obligated to pay for services that are billed more than 90 days after the Contractor performs the service.

- C. **Advance Payment Prohibited.** No payment in advance or in anticipation of services or supplies under this Contract, including any Member Addendum to this Contract, shall be made.

6. CONTRACT TERM

The term of this Contract shall extend from the date of the last signature below to June 30, 2025, unless sooner terminated by the CONTRACTOR or the AGENCY pursuant to the provisions of the Standard Terms and Conditions. The AGENCY reserves the right to extend the contract for up to two additional two-year periods at the sole discretion of the AGENCY.

7. ENTIRE AGREEMENT

This Contract, including Appendices 1, 2, 3 and 4 and any subsequently executed Member Addendum to this Contract, constitutes the entire agreement of the parties. No agent, employee, or volunteer of either the AGENCY, WIPHE member or the CONTRACTOR has authority to make or has made any statement, agreement, or representation in connection with this Contract that in any way can be deemed to amend, modify, add to, detract from, or otherwise alter its terms and conditions.

In Witness Whereof, College and Consultant have executed this agreement on the day and year first written above.

GRAND RIVER SOLUTIONS, INC.

TACOMA COMMUNITY COLLEGE

Page 5 of 21

WIPHE Contract for Title IX Services and Appendices 1-4



Date:

Date: 1/10/2023

Jody Shipper 1/5/2023
[enter name and title]

Patty McCray-Roberts
Patty McCray-Roberts
Vice President, Administrative Services

Jody Shipper, Co-founder and Managing Director

Approved as to form:

Rick Brady

Date:

01-09-2023

Rick Brady, Assistant Attorney General



APPENDIX 1 TO WIHPE CONTRACT

MEMBER ADDENDUM

WIHPE members who engage Contractor to provide Title IX services pursuant to this WIHPE Contract shall use a Member Addendum substantially similar to the following, which must be approved as to form by the WIPHE member's assigned assistant attorney general.

MEMBER ADDENDUM TO WIHPE CONTRACT FOR TITLE IX SERVICES

Contract No. _____

Pursuant to the WIPHE Contract for Title IX Services dated ____, 2022, Contract No. xxxx ("WIHPE Contract"), Exhibit A, this is a Member Addendum to the WIPHE Contract and confirms the details of Contractor's engagement with _____ [insert name of WIHPE member]. All provisions, terms and conditions of the WIPHE Contract apply to this engagement and are in full force and effect.

The purpose of this Member Addendum is (1) to describe the case/matter the Contractor will work on and set forth the Title IX services that the Contractor will provide WIHPE member, (2) to set forth the period this Member Addendum will be in effect, (3) to specify Contractor's compensation for its services and identify the person or persons who will provide the Contractor's services, (4) to identify the WIHPE member employees that the Contractor will work with and report to, and (5) to set forth other items that pertain to Contractor's engagement.

1. SERVICES

The Contractor is being engaged to work on the following matter _____ [describe], and will provide the following services: _____ [list the services – these do not need to include all of the services listed in the WIHPE Contract, but they cannot include any services NOT in the WIHPE Contract].

If additional services are needed, an amended Member Addendum must be executed that includes those services.

2. TERM

This Member Addendum is effective from _____, 20__ to _____, 20__. If additional time is needed, a written amendment to this Member Addendum is required.

3. COMPENSATION AND SERVICE PROVIDERS

_____ [insert name of WIHPE member] shall pay an amount not to exceed \$_____ ("Maximum Amount") for the performance of all things necessary for or incidental to the performance of services described above and as set forth below:



Maximum amount for fees:	
Maximum amount for expenses:	
Total Contract Amount:	

The persons identified below are the Service Providers authorized to provide the services contemplated by this Member Addendum. This authorization shall remain in effect during the term of this engagement unless revoked sooner by a written amendment to this Member Addendum, or they are no longer employed by Contractor. If there needs to be a change in Service Providers, Contractor must notify the WIHPE member immediately. The new Service Providers are subject to approval by the WIHPE member. If Contractor or WIHPE member believe it would be beneficial to use a Service Provider not identified, an amendment to this Member Addendum must be executed before such individual may perform work.

Name of Contractor's Service Provider	Email and Phone Number	Title/Position	Services to be Provided and Rate for Each Service

Compensation for fees and expenses shall not exceed that which is set forth in Contractor's Response to the Request for Proposal that relates to the WIHPE Contract and this Member Addendum. If additional funds are needed due to the complexity of the advice, a written amendment to this Member Addendum must be executed before additional costs and expenses are incurred.

4. WIHPE MEMBER'S EMPLOYEES

_____, [insert name and title] will be the person(s) with whom the Contractor will work and report to. Their email and phone numbers are _____ [insert].

5. TERMINATION

The TERMINATION FOR CAUSE, TERMINATION FOR CONVENIENCE, AND TERMINATION PROCEDURES set forth in Appendix 3 to the WIHPE Contract are incorporated herein by this reference and are applicable to the parties to this Member Addendum.

6. OTHER

[insert]

Dated this ____ day of _____, 20__.

CONTRACTOR

WIHPE MEMBER



Grand River Solutions, Inc.

[insert name and address of Member]

By _____

By _____

[type name, address and email address of persons signing this agreement]

Approved as to Form

Assistant Attorney General for WIHPE Member

Date: _____

APPENDIX 2

CONTRACTOR'S Rates set forth in its response to AGENCY's Request for Proposal

Services	Pricing
Consulting: Title IX	\$250/hour
Investigations Fact Finding Only	\$200/hour
Investigations: Civil Rights Analysis	\$250/hour
Hearing Officers/Non-Hearing Decision Makers	\$275/hour
Hearing Advisor	\$135/hour
Appeals	\$275/hour
Informal Resolutions	\$200/hour
Training	\$750/hour \$2500 (4 hour, virtual) \$4500 *8 hour, virtual) \$2000 (each additional 4-hour module)
Additional Services	Negotiated with Agency

APPENDIX 3

STANDARD TERMS AND CONDITIONS

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

- A. "AGENCY" shall mean the Tacoma Community College 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. "Contractor" or "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.
- C. "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.
- D. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. Personal Information includes "Protected Health Information" as set forth in 45 CFR §164.50 as currently drafted and subsequently amended or revised and other information that may be exempt from disclosure to the public or other unauthorized persons under either Chapter 42.56 RCW or other state and federal statutes.

ACCESS TO DATA – In compliance with RCW 39.29.080, 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.

CONTRACTOR agrees to make personal information covered under this agreement available to AGENCY for inspection or to amend the personal information. CONTRACTOR shall, as directed by AGENCY, incorporate any amendments to the personal information into all copies of such personal information maintained by the CONTRACTOR or its SUBCONTRACTORS.

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's fees and costs.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION – The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information which 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 or a WIPHE member who executed a Member Addendum may, in their sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by the AGENCY or WIPHE member 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 or WIPHE member who executed a Member Addendum shall be entitled to pursue the same remedies against the CONTRACTOR as they could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the AGENCY and WIPHE member 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 any determination under this clause is made 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 WIPHE member who executed a Member Addendum, which 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 WIPHE member who executed a Member Addendum 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.



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 the purpose of 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.

DISPUTES – All controversies, claims and disputes arising in connection with this Contract shall be resolved informally if possible, but if the parties cannot so resolve their differences, then binding arbitration before a three-person panel shall provide the sole and exclusive remedy for resolving the dispute. The parties shall each select one arbitrator and the two arbitrators chosen by the parties shall select a third arbitrator who shall serve as the panel's Chair. The Chair shall issue all decisions and awards, including those concerning procedure and process. The arbitrators' decision or award, which need not be unanimous but only by majority decision, shall be final and binding on both parties. Each party shall be responsible for the fees and expenses of their chosen arbitrator, and the parties shall each pay ½ of the fees and expenses of the arbitrator who is appointed by the other two arbitrators. The parties' appeal rights are limited to claims of arbitrator bias and manifest disregard of the law.

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

EXPENSES – CONTRACTOR'S invoices shall include reasonable business expenses incurred in the performance of the duties set forth in this Contract and Member Addenda, and reimbursable travel and per diem expenses shall be in accordance with RCW 43.03.050 and 43.03.060 and applicable regulations of the State of Washington Office of Financial Management.

FERPA – CONTRACTOR agrees to protect participating students' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the AGENCY. To the extent permitted by law, the Parties may share information from participant students' educational records with each other so that each can perform its respective responsibilities under this CONTRACT but shall not disclose or share education records with any third party

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 or another county in Washington State at the discretion of the WIPHE member who executed a Member Addendum with CONTRACTOR.

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. CONTRACTOR'S obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR's agents, employees, representatives, or any subCONTRACTOR

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 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 which 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 AGENCY 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 AGENCY.

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.

OVERPAYMENTS AND ASSERTION OF LIEN – In the event that the AGENCY establishes overpayments or erroneous payments made to the CONTRACTOR under this contract, the AGENCY may secure repayment, plus interest, if any, through the filing of a lien against the CONTRACTOR’S real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to the AGENCY or by doing both.

PRIVACY – Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. 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. CONTRACTOR agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The AGENCY reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this contract. The monitoring, auditing or investigating may include but is not limited to “salting” by the AGENCY. CONTRACTOR shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

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.

PUBLIC RECORDS ACT APPLIES – CONTRACTOR acknowledges that AGENCY and WIPHE members are subject to Chapter 42.56 RCW (“Public Records Act”) and that this Contract and any record owned, used or retained by CONTRACTOR in connection with a Member Addendum is presumptively a public record as defined in Chapter 42.56 RCW, and is subject to disclosure absent an applicable exemption. CONTRACTOR agrees to provide Agency with the fullest assistance to comply with any public records request it may receive. Such assistance shall include searching all records regarding the Title IX services Contractor provides, and producing all records that are potentially responsive to a PRA request. CONTRACTOR shall not charge for the time spent gathering and producing records pursuant to a PRA request.

PUBLICITY, ADVERTISING AND MARKETING – The VENDOR agrees to submit to the AGENCY all publicity, advertising and marketing materials relating to this Contract wherein the name of the AGENCY or a WIPHE member who executed a Member Addendum with CONTRACTOR is mentioned or language used from which the connection of the their names may, in the AGENCY’S judgment, be inferred or implied. The VENDOR agrees not to publish or use such publicity, advertising and marketing materials without the prior written consent of the AGENCY.



RECORDS MAINTENANCE AND RETENTION – 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 which 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 (6) 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.

SAFEGUARDING OF INFORMATION – The CONTRACTOR shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, including the Family Educational Rights and Privacy Act (FERPA) and any associated regulations, and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The CONTRACTOR agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information, including disclosure and notification requirements regarding data breaches under RCW 42.56.590.

The CONTRACTOR shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The CONTRACTOR shall ensure its directors, officers, employees, SUBCONTRACTORS or agents use it solely for the purposes of accomplishing the services set forth in this Contract. The CONTRACTOR and its SUBCONTRACTORS agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of AGENCY or as otherwise required by law. The CONTRACTOR agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The CONTRACTOR shall make the Personal Information available to amend as directed by AGENCY and incorporate any amendments into all the copies maintained by the CONTRACTOR or its Sub CONTRACTORS.

The CONTRACTOR shall certify its return or destruction upon expiration or termination of this



Contract and the CONTRACTOR shall retain no copies. If the CONTRACTOR and AGENCY mutually determine that return or destruction is not feasible, the CONTRACTOR shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

AGENCY reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the CONTRACTOR through this contract. The monitoring, auditing, or investigating may include, but is not limited to, “salting” by AGENCY. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The CONTRACTOR shall notify AGENCY in writing within five (50 working days of becoming aware of any unauthorized access, use or disclosure. The CONTRACTOR will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The CONTRACTOR agrees to indemnify and hold harmless AGENCY or a WIPHE member who executes a Member Addendum with CONTRACTOR for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, employees, SUBCONTRACTORS or agents.

Any breach of this clause may result in termination of the Contract and the demand for return of all Personal Information.

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 or a WIPHE member who executed a Member Addendum with CONTRACTOR may terminate the Contract under the "Termination for Convenience" clause, without the ten day notice requirement, subject to renegotiation at the discretion of the AGENCY or WIPHE member'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 a WIPHE member's premises, CONTRACTOR, its agents, employees, or SUBCONTRACTORS shall conform in all respects with physical, fire or other security policies or regulations.

STAFFING – The CONTRACTOR shall timely provide the AGENCY and a WIPHE member who executes a Member Addendum with CONTRACTOR with the qualifications of individual employees before assigning them to a serve in a particular role. Depending on the role, the information should include: curriculum vitae, Title IX experience, Title IX training, investigation experience, hearing experience, experience with relevant Washington laws and regulations (including the Administrative Procedures Act), and trauma informed training. The AGENCY or WIPHE member may reject candidates at its discretion based on lack of qualifications.



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 and WIPHE member who executes a Member Addendum with CONTRACTOR. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the AGENCY or WIPHE member 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 Contract 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 on account 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, they have the right to suspend or terminate this Contract. Before suspending or terminating the Contract, the CONTRACTOR shall be notified in writing of the need to take corrective action. If corrective action is not taken within thirty (30) 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 to be a “Termination for Convenience” if it is determined that the CONTRACTOR: (1) was not in default; or (2) failure to perform was outside of their control, fault or negligence. The rights and remedies of the AGENCY and WIPHE member who executes a Member Addendum with CONTRACTOR 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 ten (10) days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this Contract is 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 them 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

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

The rights and remedies of the AGENCY and WIPHE members 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 AGENCY or WIPHE member who executes a Member Addendum, the CONTRACTOR shall:

- A. Stop work under the Contract on the date, and to the extent specified, in the notice;
- B. 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;
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the WIPHE member the extent they may require, which approval or ratification shall be final for all the purposes of this clause; Transfer title to the WIPHE member 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;
- D. Complete performance of such part of the work as shall not have been terminated by the WIPHE member; and
- E. Take such action as may be necessary, or as the WIPHE member 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 WIPHE member has or may acquire an interest.

TREATMENT OF ASSETS –

- A. Title to all property, including documents and information, furnished by the AGENCY and WIPHE members who execute a Member Addendum with CONTRACTOR shall remain



theirs. 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 WIPHE member 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 WIPHE member 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 WIPHE member in whole or in part, whichever first occurs.

- B. Any property of a WIPHE member furnished to the CONTRACTOR pursuant to a Member Addendum shall, unless otherwise provided herein or approved by the WIPHE member, be used only for the performance of this Contract.
- C. The CONTRACTOR shall be responsible for any loss or damage to property of the WIPHE members who execute a Member Addendum with Contractor 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 a WIPHE member's property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify them and take all reasonable steps to protect the property from further damage.
- E. The CONTRACTOR shall surrender to the WIPHE member who executes a Member Addendum all of their property 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 to be 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.

APPENDIX 4

Invoices submitted to WIHPE members shall be sent monthly and identify and itemize charges. The following is an example that includes the required information.

Contractor name, address, phone number, federal tax identification number; and Contract Number						
Matter or Case	Date Services Provided or Expenses Incurred	Time Spent on Services Provided (1/10 hour increments)	Services Provided or Expenses Incurred	Initials of Person Providing Services or Incurring Reimbursable Expenses	Hourly Rate or Amount of Expenses	Total
Jones	01/08/2023	1.7	Initial telephone with TCC VP (Insert name) to discuss new Title IX matter (insert case name)	AAA	180	306
Jones	01/15/2023	1.2	Investigative Interview with Witness (John Doe)	BBB	150	180
Smith	01/31/2022	n/a	Airfare – fly to Tacoma to interview Complainant and Respondent	BBB	455	455
Total						\$941

EMERGENCY ELECTRONIC SIGNATURE POLICY

This policy is being implemented for use during the COVID-19 Pandemic for those divisions that do not already have approved electronic signature uses. At the conclusion of the pandemic, as determined by the Chief Deputy or designee, this policy will expire. This policy permits the use of an attorney electronic signature for court related documents and allows use of an electronic signature for other documents as needed due to telecommuting. Prior to applying an electronic signature the Attorney Signature Page below must be signed.

The division must also keep a log of all electronic signatures. The Division Log should be filled out, approved by the Division Chief and transmitted to contracts@atg.wa.gov at the end of each month. The Division Chief is responsible to keep the scanned copies of any Attorney Signature Page(s) secure and limit access to only those authorized.

Attorney review and approval prior to electronic signature use is required on all documents the electronic signature is affixed to. Once reviewed and approved via email the designated AGO staff (as entered into the division log) may affix the attorney electronic signature from the Attorney Signature Page. Electronic signatures may not be used if a notary is required.

The document with the electronic signature must be saved in a PDF format only. The electronic signature must be removed from any Word documents that are retained.

Attorney Signature Page

I, Rick Brady, AAG with the Education Division approve the use of the below signature as an electronic signature for use of documents I have reviewed and approved while teleworking during the COVID 19 Pandemic per the Emergency Electronic Signature Policy. I understand at the end of the Pandemic I will no longer use electronic signatures. My Division Chief has approved the use of the below signature for this purpose.



AAG Signature (sign within the box only)

Once this document is scanned, the AAG Signature within the box may be used in documents when approved by the AAG and entered into the Division Log.

Approved by the AGO Chief Deputy on March 12, 2020