



WASHINGTON STATE UNIVERSITY
Professional Education

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
WASHINGTON STATE OFFICE OF THE INSURANCE COMMISSIONER**

THIS INTERAGENCY AGREEMENT (the “Agreement”) is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as “WSU”), and Washington State Office of the Insurance Commissioner, an agency of the state of Washington, located in Olympia, WA (hereafter referred to as “Agency”).

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which WSU Professional Education will provide online course training management to the Office of the Insurance Commissioner.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

a. Duties of WSU:

i. Course Development

1. Course Space Creation:

- a. Includes 12 hours of course template and structure creation by a WSU instructional designer per course space
- b. Does not include instructional design time related to content creation, for example, narrated PowerPoints, assistance with Panopto, quizzes, etc.
- c. Includes 500 megabytes of file storage per course space.
- d. Includes two instructor users in the course space.

2. Course Hosting:

- a. Storing course content on the Professional Education servers and providing basic Tech Support.

3. Course Cloning:

- a. The course will be cloned with each subsequent offering. This fee is not applicable during the first offering.

ii. Accessibility:

Upon request by customers who require ADA assistance, course materials will need to be made accessible in a reasonable period to meet the needs of the requesting customer.

- 1. Video/audio components: If the Agency wishes to transcribe the components themselves, they must connect with the WSU Accessible Technology Manager to understand the guidelines before transcribing and then again after captioning and/or transcription is completed to ensure the captions and/or transcriptions are accurate.
 - a. WSU Global Campus can provide this service as cost of \$1.95 per minute of video/audio per state law (\$117 for one of video/audio). If requested



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that WSU Global Campus provide this service, a separate invoice will follow after captioning and/or transcriptions are complete.

2. Other course materials: WSU Global Campus can assist in making other materials accessible, and a cost will be determined at that time.

- iii. Website Creation:
 1. Includes website set-up and creation of up to three connected subpages on the same main site
 2. Additional webpages: \$500 for each additional page
 3. Web hosting: \$400 per year, following the initial year
 4. Website cloning: \$400 for each additional course offering after the first course.

- iv. Registration Portal, Participant Communication, and Course Enrollment:

It is understood that there will not be registration payments from participants collected at this time. If payment collection is needed in the future, an addendum will be written with associated services and fees.

 1. Online registration:
 - a. Create and provide 24/7 secure online registration.
 - b. Send registration confirmation emails including course log-in information.
 2. Administrative Registration:
 - a. For courses where the Agency would like to have Professional Education administratively register participants, Professional Education will upload registrants into the registration portal and ensure participants receive registration confirmation email including course log-in information.
 - b. Fee is based on per list. A list can have many participants or just one. For example, if we receive one registrant to add, that is considered a list. If Professional Education receives 100 participants in a single list, that is considered one list.
 3. Participant Communication:
 - a. Create standard emails that can be sent to registered participants as needed.
 4. Course enrollment
 - a. Automatically enroll registered participants into associated course space, generating unique user ID and password for each participants.
 - b. Course start date will be agreed upon between Agency and Professional Education.

- v. Registrant Management:
 1. Answering questions, assisting with registration. Questions about the content of the course will be directed to Agency point of contact.

- vi. Tech Support:
 1. Provide technical support for participants regarding LMS course space.

- vii. Digital Badging—Package A: Agency will manage their own sub-account in the WSU Professional Education badging account:



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1. Professional Education will set up an Agency issuer account under the WSU Professional Education digital badging account.
 2. Agency will create, issue, and manage their own badges.
 3. Agency badges will follow the following graphic standards:
 - a. 400 x 400 px
 - b. Must include Issuing Agencies' name
 - c. Must include title of the badge/course
- viii. Additional possible services, billed quarterly as completed
1. Graphic Design: \$100 per hour
 2. Additional Instructional Design Time: \$100 per hour
 3. Produced and edited videos: \$100 per hour
 4. Animation: \$500 per piece
 5. Narrated PowerPoint production: \$100 per hour
 6. Illustrative activities: custom priced
- b. Duties of Agency:
The Agency's points of contact will plan and conduct all aspects of the program not assigned to WSU-PE as listed above and will cooperate with WSU-PE in carrying out its duties under this Agreement.
- II. PERIOD OF PERFORMANCE: Subject to its other provisions, the period of performance of this initial Agreement shall be for two (2) years, and shall commence on July 1, 2024, and be completed on June 30, 2026 with the option for 2 additional contracts twice renewable (for a total of 6 years), unless terminated sooner as provided herein.
- III. PAYMENT: Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Payment for satisfactory performance of the work shall not exceed shall not exceed eighteen thousand (\$18,000.00) dollars unless the parties mutually agree to a higher amount and execute an amendment prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms:
- A) Services Subject to Administrative Service Fee: For FY25, WSU charges an 8.7% administrative service fee on services provided. This fee is in addition to the rates below. *The Administrative Service Fee for FY26 and beyond has not yet been determined.* Services subject to the Administrative Service Fee are:
- a. Course Space Creation: \$1,500 per new course
 - b. Course Space Cloning: \$400 per clone, per offering following the initial offering
 - c. Website Creation: \$1,500 per new course
 - d. Website Cloning: \$400 per clone, per offering following the initial offering
 - e. Registration Portal: \$1,500 per new course
 - f. Registration Cloning: \$400 per clone, per offering following the initial offering
 - g. Administrative Registration: \$100 per list
 - h. Digital Badging One-time set-up fee: \$500
 - i. Registration Management: \$8 per registrant, per course
 - j. Tech Support Fee: \$5 per registrant, per course
 - k. Course Space Hosting: \$400 per year per course, billed one time per year, included in the quarterly invoice



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- I. Website Hosting: \$400 per year per site, billed one time per year, included in the quarterly invoice.

- B) Direct Expenses, not subject to the Administrative Service Fee:
 - a. Digital Badging: \$2.25 per badge issued per year
 - b. Registration Software Fee: \$6 per registrant, per course
 - c. LMS Access Fee: \$6 per registrant, per course

- IV. BILLING PROCEDURES: WSU Professional Education shall submit invoices to Agency on a quarterly basis. Agency shall pay WSU Professional Education for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing. Penalties for late payments (defined as those paid beyond thirty (30) days after invoicing. Penalties for late payments (defined as those paid beyond 30 thirty (30) days after receipt of invoice) shall be assess at one percent (1%) per month.
 - a. Invoices, including summary report of fees, shall be submitted to:
Washington State Office of the Insurance Commissioner
Attn: Contracting
contracting@oic.wa.gov

- V. RECORDS MAINTENANCE: The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

- VI. RIGHTS IN DATA: Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Agency. Data shall include, but not be limited to, 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.

- VII. INDEPENDENT CAPACITY: The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.



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- VIII. **MODIFICATION:** This Agreement may be modified or 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.
- IX. **TERMINATION:** Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.
- X. **TERMINATION FOR CAUSE:** If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.
- XI. **DISPUTES:** In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contracts terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.
- XII. **GOVERNANCE:** This Agreement is entered into pursuant to an under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws. In the event of inconsistency shall be resolved by giving precedence in the following order:
- a. Applicable state and federal statutes and rules;
 - b. Statement of work; and
 - c. Any other provisions of this Agreement, including materials incorporated by reference.
- XIII. **ASSIGNMENT:** The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- XIV. **WAIVER:** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.



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- XV. SEVERABILITY: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

- XVI. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

- XVII. CONTRACT ADMINISTRATION: A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:
 Kori Colburn, Education Manager
 WSU Professional Education
 korilyn.colburn@wsu.edu

The Contract Administrator for Agency is:
 Ron House, Grants and Budget Coordinator
 ron.house@oic.wa.gov

XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

OFFICE OF THE INSURANCE COMMISSIONER ("Agency")

Recommended by:

DocuSigned by:
 Signature: Ron House Date: 8/14/2024 | 2:44 PM PDT
 Name, Title: RON HOUSE SHIBA

Approved by:

DocuSigned by:
 Signature: Tim Smden Date: 8/14/2024 | 2:47 PM PDT
 Name, Title: TIM SMEDEN SHIBA Program Manager

WASHINGTON STATE UNIVERSITY ("WSU")

Recommended by:

Signature: Jennifer Cook Date: 8/16/2024
 Name, Title: Jennifer Cook, Director, WSU Professional Education

Approved by:

Signature: Heather Davison Date: 9/13/2024
 Name, Title: Heather Davison, Contracts Manager

Certificate Of Completion

Envelope Id: 7EA3C2B4A739488CAC21D113A74244AA
Subject: Complete with DocuSign: WSU LMS Training agreement
Source Envelope:
Document Pages: 6
Certificate Pages: 2
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
Envelope Originator:
Miranda Matson Jewett
5000 Capitol Blvd SE
Tumwater, WA 98501
contracting@oic.wa.gov
IP Address: 198.238.123.165

Record Tracking

Status: Original
8/7/2024 2:47:02 PM
Holder: Miranda Matson Jewett
contracting@oic.wa.gov
Location: DocuSign
Security Appliance Status: Connected
Storage Appliance Status: Connected
Pool: StateLocal
Pool: State of Washington, Office of the Insurance Commissioner
Location: DocuSign

Signer Events

Ron House
Ron.House@oic.wa.gov
SHIBA
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Ron House
Signature Adoption: Pre-selected Style
Using IP Address: 198.238.123.165

Timestamp

Sent: 8/7/2024 2:50:28 PM
Resent: 8/14/2024 2:36:58 PM
Viewed: 8/14/2024 2:44:01 PM
Signed: 8/14/2024 2:44:18 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tim Smolen
Tim.Smolen@oic.wa.gov
SHIBA Program Manager
Security Level: Email, Account Authentication (None)

DocuSigned by:
Tim Smolen
Signature Adoption: Pre-selected Style
Using IP Address: 198.238.123.165

Sent: 8/14/2024 2:44:19 PM
Viewed: 8/14/2024 2:47:37 PM
Signed: 8/14/2024 2:47:46 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Table with 3 columns: Event Type, Signature/Status, and Timestamp. Rows include In Person Signer Events, Editor Delivery Events, Agent Delivery Events, Intermediary Delivery Events, Certified Delivery Events, Carbon Copy Events, Witness Events, Notary Events, and Envelope Summary Events.

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/7/2024 2:50:28 PM
Certified Delivered	Security Checked	8/14/2024 2:47:37 PM
Signing Complete	Security Checked	8/14/2024 2:47:46 PM
Completed	Security Checked	8/14/2024 2:47:46 PM

Payment Events	Status	Timestamps
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