



KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

ACTION ITEM 4B

ACTION ITEM

Approval of Blue Icon Advisors Contract.

FACTS

The Financial Aid Office at Kentucky State University is currently down to one (1) employee. In order to meet the needs of its students and federal requirements, the University needs additional financial aid personnel. Given the urgent need for assistance, the University has opted to enter into a short-term contract with Blue Icon Advisors, LLC, to help fill the gap until permanent staff can be employed.

Blue Icon Advisors' single member is the National Association of Student Financial Aid Administrators ("NASFAA"), and it therefore abides by the NASFAA Statement of Ethical Principles and is committed to eliminating fraud, waste, and abuse in the administration of student financial aid programs. Blue Icon Advisors will provide the University with a three-person team, which will be charged with managing financial aid operations, processing pending financial aid records to support student enrollment, and providing Banner system support for routine tasks required for processing institutional compliance.

The contract is set to terminate on December 31, 2023, but the University may extend the term of the contract until June 30, 2024.

BUDGETARY IMPLICATION

The total cost of the services provided under the contract will not exceed \$200,000 unless the University opts to extend it past December 31, 2023. The contract's costs will be composed of an initial deposit of \$54,000 and then fees of \$135 per hour.

The contract will be paid for using CPE incentive funding.

RECOMMENDATION

President Koffi C. Akakpo recommends that the Board of Regents approve the Blue Icon Advisors contract.

MOTION

Approve the Blue Icon Advisors contract.

PERSONAL SERVICE CONTRACT

BETWEEN

KENTUCKY STATE UNIVERSITY

AND

BLUE ICON ADVISORS, LLC

PSC 24-20

This Personal Service Contract (PSC) is entered into by and between Kentucky State University and Blue Icon Advisors, LLC (the “Contractor”) to establish a Contract for financial aid consulting services. This PSC is effective from October 16, 2023, through December 31, 2023.

Kentucky State University and the Contractor (together, the “Parties”) agree to the following:

I. Scope of Contract

Contractor

The Contractor shall:

- Provide a three-person consulting team to manage financial aid operations, process pending financial aid records to support student enrollment, and provide Banner system support for routine tasks required for processing institutional compliance.
 - o Consultant 1 will provide interim financial aid leadership.
 - o Consultant 2 will provide interim financial aid management system support and assist with tasks such as Banner data file transfer and the exporting of student information record files.
 - o Consultant 3 will provide interim financial aid staffing processing assistance and complete tasks such as reviewing financial aid records for student eligibility and federal verifications.
- A weekly report documenting the tasks assigned, work performed, observations within the work completed, and recommendations for efficiencies or improvements from consulting team’s perspectives.
- Provide an average of twenty (20) hours per month of engagement oversight to support the consulting team and manage third-party servicer (TPS) federal audit responsibilities.
- Provide a final project evaluation.

Kentucky State University

It shall be the responsibility of Kentucky State University to provide appropriate guidance to the Contractor for the purpose of facilitating work-product development and the successful completion of all projected work.

Kentucky State University shall also:

- Provide prompt responses to inquiries.
- Provide time and personnel to facilitate the project on the agreed timelines of the project plan.

- Provide time with staff to schedule meetings and other interviews.
- Provide requested data and/or information by the deadline dates established.
- Provide time for the financial aid staff to complete an online employee assessment, if included in the scope of work.
- Provide timely approval of user access to all hardware, software, and systems (e.g., laptop, videoconferencing, student information systems, databases, online document editing, file sharing) required for this project.
- Provide written documentation of relevant policies and procedures.
- Train the Consultant on the relevant processes.
- Provide for engagements with work performed on-site:
 - o Adequate workspace and meeting space.
 - o Access to required software systems and equipment (e.g., laptop, computer), as applicable.
 - o Venue, audio-visual support, a projector, a screen, a microphone, and either a computer that can be used to project content onto the screen or a connection that allows Blue Icon's computer to connect to the projector, if needed.
 - o Notification of local mandates and institutional policies regarding COVID-19 safety protocols (see below).
- Provide temporary institutional email addresses for the Consultants to use, as deemed necessary.
- Schedule entrance, exit, and other interviews.

II. Contract Components and Order of Precedence

Kentucky State University's acceptance of the Contractor's offer—indicated by the issuance of a Personal Service Contract—shall create a valid Contract between the Parties consisting of the following:

1. Procurement statutes, regulations, and policies;
2. This PSC and any subsequent written amendments to this PSC;
3. The Consulting Services Agreement and its Attachments, and any subsequent written amendments to the Agreement and its Attachments.

III. Negotiated Items

Not applicable.

IV. Pricing and Term

The costs for the services described above are as follows:

\$135 per hour, which will be invoiced monthly. The total cost shall not exceed \$200,000. An initial deposit of \$54,000 will be made upon execution of the PSC and Consulting Services Agreement.

a. Invoicing

Pursuant to KRS 45A.695, no payment shall be made on any invoice unless the individual, firm, partnership, or corporation awarded the Personal Service Contract submits the invoice for payment on the Personal Service Contract Invoice Form established by the Legislative Research Commission, Government Contract Review Committee.

The Contractor shall submit invoices to the Purchasing Department of Kentucky State University via email to purchasing@kysu.edu. The Purchasing Department will then review the invoices with the appropriate managing offices for approval. Upon approval, the invoices shall be forwarded to the Accounts Payable Department via email to accounts.payable@kysu.edu.

Payment for services will be made upon receipt of an approved invoice using the Personal Service Contract (PSC) Invoice Form. Payment terms are net thirty (30) days.

Invoices for services must include an original signature, as well as the following: the Contract number, the dates of service, the total number of hours worked, a description of the services provided, and the total amount due.

The Invoice Form is available on the Legislative Research Commission, Government Contract Review Committee website, <https://apps.legislature.ky.gov/moreinfo/contracts/homepage.html>.

Pursuant to KRS 45A.695(7), payments on a personal service contract shall not be authorized for services rendered after disapproval of the contract by the Government Contract Review Committee, unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet.

Travel:

Travel time will be billed at the same rate of \$135 per hour. The Contractor will be reimbursed for any travel-related costs if a detailed invoice and the original or certified copies of receipts are submitted to Kentucky State University.

b. Terms and Conditions

Contract Effective Date

This Personal Service Contract shall be deemed effective upon full execution by the Parties and approval by the Government Contract Review Committee.

Contract

This Personal Service Contract shall represent the entire agreement between the Parties. Prior negotiations, representations, or agreements, either written or oral, between the Parties hereto relating to the subject matter hereof shall have no effect on this Contract.

Contract Term and Renewal Option

The initial term of the Contract shall be from October 16, 2023, through December 31, 2023.

Renewal options are as described below:

This Contract may be extended until June 30, 2024, upon mutual agreement by the Parties. If the Contractor's services are needed beyond June 30, 2024, the services will be procured through a competitive bid process.

Changes and Modifications to the Contract

No modification or change to any provision of the Contract shall be made, or be construed to have been made, unless such modification is mutually agreed to in writing by Kentucky State University and the Contractor and incorporated as a written amendment by Kentucky State University prior to the proposed effective date of such modification or change. Modification shall be subject to prior approval from the University's Purchasing Department, the University's General Counsel, and the Legislative Research Commission, Government Contract Review Committee. Memoranda of understanding, written clarifications, and other correspondences shall not be construed as amendments to the Contract.

Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the award of the Contract, all communications of a contractual or legal nature shall be directed to the University's General Counsel.

V. Personal Service Contract (PSC) Standard Terms and Conditions

Whereas, the First Party, Kentucky State University, has concluded that University personnel are not available to perform said functions or that it would not be feasible to utilize University personnel to perform said functions; and

Whereas, the Second Party, the Contractor, is available and qualified to perform such functions; and

Whereas, for the aforementioned reasons, the University desires to avail itself of the services of the Second Party.

NOW THEREFORE, the following terms and conditions are applicable to this Contract:

Choice of Law and Forum

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky. Any action brought against the University concerning the Contract, including, but not limited to, actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky, in accordance with KRS 45A.245.

Cancellation

Cancellation for Convenience — Kentucky State University reserves the right to terminate this PSC without cause through thirty (30) days' written notice. Upon the Contractor's receipt of a "notice of termination," the Contractor shall discontinue all services with respect to the applicable Contract. The cost of any agreed-upon services provided by the Contractor prior to cancellation will be calculated at the mutually agreed rate prior to the "notice of termination."

Cancellation for Non-Performance, Default — Kentucky State University may terminate the PSC for non-performance, as determined by the University, for causes such as:

- Failure to provide satisfactory quality of service, including: (1) failure to maintain adequate personnel (whether arising from labor disputes or otherwise); (2) any substantial change in ownership or proprietorship of the Contractor which, in the opinion of the University, is not in its best interest; or (3) failure to comply with the terms of this Contract.

- Failure to keep or perform (within the time period set forth herein), or violation of, any of the covenants, conditions, provisions, or agreements contained herein.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time—or under any similar law or statute of the United States or any state thereof—or if an order for relief shall be entered against the Contractor in any proceeding filed by or against the Contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the filing of such involuntary petition shall not be considered an event of default until sixty (60) days after the filing of said petition so that the Contractor might have, during that sixty-day period, the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

The University will provide ten (10) calendar days' written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within those ten (10) calendar days, the Director of Purchasing may terminate the Contract immediately.

Permits, Licenses, and Commonwealth Registration

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

The Contractor must furnish certification of the authority to conduct business in the Commonwealth of Kentucky as a condition of the Contract Award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

The Contractor shall pay all sales, use, personal property, and any other taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

The Contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law, including, but not limited to, old age pension, Social Security, or annuities.

Attorneys' Fees

If either Party deems it necessary to take legal action to enforce any provision of the Contract, and if the University prevails, the Contractor agrees to pay all expenses of such action, including the attorneys' fees and costs at all stages of litigation.

Indemnification

The Contractor shall indemnify and hold and save harmless the University, its affiliates, and its subsidiaries and their officers, agents, and employees from any losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's

attorneys), and liability of any nature or kind arising out of or relating to the Contractor's response to this procurement or its performance or failure to perform under the Contract awarded from this procurement. This clause shall survive termination for as long as necessary to protect the University.

Funding Out Provision

Kentucky State University may terminate this Contract, without incurring any obligation for payment after the date of termination, if funds are not appropriated to it or are not otherwise available for the purpose of making payments, regardless of the terms of the Contract. The University shall provide the Contractor thirty (30) calendar days' written notice of termination of the Contract due to a lack of available funding.

Reduction in Contract Workers' Hours

Not applicable.

Authorized to do Business in Kentucky

Businesses may register with the Secretary of State at:

<http://www.sos.ky.gov/pages/default.aspx>

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

If a foreign entity, the Contractor shall maintain a certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State pursuant to the process outlined below.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480 (1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive, or the awarded contract shall be cancelled.

Invoices for Fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoices must conform to the method described in this Contract.

As aforementioned, pursuant to KRS 45A.695, no payment shall be made on any invoice unless the individual, firm, partnership, or corporation awarded the personal service contract submits the invoice for payment on the Personal Service Contract Invoice Form established by the Legislative Research Commission, Government Contract Review Committee.

The Invoice Form is available on the Legislative Research Commission, Government Contract Review Committee website: <https://apps.legislature.ky.gov/moreinfo/contracts/homepage.html>.

Travel Expenses, if Authorized

The Contractor shall be paid for no travel expenses, unless and except as specifically authorized by the specifications of this Contract or authorized in advance and in writing by the University. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

Other Expenses, if Authorized Herein

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this Contract, or authorized in advance and in writing by Kentucky State University.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish copies of same in support of requests for payment submitted to Kentucky State University.

Purchasing and Specifications

The Contractor certifies that it will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will it attempt in any way to influence any purchasing of services, commodities, or equipment by Kentucky State University. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "it" is construed to mean "he" or "she" if only one person is involved. If a firm, partnership, corporation, or other organization is involved, then "it" is construed to mean any person with an interest therein.

Conflict-of-Interest Laws and Principles

The Contractor certifies that it is legally entitled to enter into this Contract with Kentucky State University, and by holding and performing this Contract, it will not be violating any conflict-of-interest statute (KRS 45A.330-45A.340, 45A.990, 164.390) or the University's Ethical Principles and Code of Conduct.

Access to Records

The Contractor, as defined in KRS 45A.030(8) and (10), agrees that the contracting agency, Kentucky State University, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Contract for the purpose of a financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process

shall not be deemed as directly pertinent to the Contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Protest

Pursuant to KRS 45A.285, Kentucky State University's General Counsel shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the University General Counsel. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person or entity knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Kentucky State University
General Counsel
400 East Main Street
Frankfort, KY 40601

A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by Kentucky State University shall be final and conclusive.

Social Security (check one)

The Parties are cognizant that, pursuant to 42 U.S. Code, section 418, the state is not liable for Social Security contributions relative to the compensation of the Second Party for this Contract.

The Parties are cognizant that, pursuant to 42 U.S. Code, section 418, the state is liable for Social Security contributions relative to the compensation of the Second Party for this Contract.

Violation of Tax and Employment Laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the Contract to reveal to the Commonwealth, prior to the award of the Contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers' compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the Contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all

subcontractors performing work under the Contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the Contract, shall be grounds Kentucky State University's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms and conditions for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

VI. Approvals

This Contract is subject to the terms and conditions stated herein. By affixing signatures below, the Parties verify that they are authorized to enter into this Contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the Parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Contract.

First Party – Kentucky State University

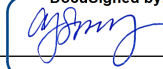
Signature Dr. Koffi Akakpo
BF57D0552820481...

Printed Name Dr. Koffi Akakpo

Title University President

Date 10/15/2023

Second Party – Contractor

Signature 
3D0D7A10A5964D3...

Printed Name Amanda J Sponholtz

Title Director of Operations

Date 10/16/2023

Approved as to form and legality

Signature Zachary Dean Atwell
C7B54617A5C2476...

Printed Name Zachary Dean Atwell

Date 10/16/2023

General Counsel, Kentucky State University



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is effective upon the date of last signature below by and between Blue Icon Advisors LLC (the "Consultant"), and **Kentucky State University** (the "Institution").

WITNESSETH:

WHEREAS, Blue Icon Advisors LLC is a District of Columbia limited liability company whose single member is the National Association of Student Financial Aid Administrators ("NASFAA");

WHEREAS, Consultant, NASFAA and the Institution declare their commitment to the entire NASFAA Statement of Ethical Principles described in Exhibit B, and their resolve to eliminate fraud, waste, and abuse in the administration of student financial aid programs wherever it may be found;

WHEREAS, the Consultant has developed consulting services to assist postsecondary institutions to improve the overall quality of the financial aid administration;

WHEREAS, the Institution desires to engage the Consultant to perform certain consulting services (the "Services"), and the Consultant agrees to provide the Services to the Institution under the terms of this Agreement;

NOW THEREFORE, for mutual consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. SCOPE OF WORK

1.1 The Consultant will perform the Services described in Exhibit A, Scope of Work and Payment Schedule, attached hereto and incorporated herein by reference. The Consultant will perform the Services as completely and accurately as reasonably possible within the time schedule set out by Exhibit A and consistent with any quality standards provided in Exhibit A. Any material change to the Scope of Work must be approved in advance in writing by the parties.

2. FEES AND EXPENSES

2.1 The Institution will pay the Consultant for the Services the amounts provided in Exhibit A, with payments made according to the timetable in Exhibit A.

2.2. The Institution will reimburse Consultant for all reasonable travel, lodging, and other out-of-pocket expenses incurred by Consultant in performing the Services under this Agreement in accordance with policies provided in Exhibit C.

2.3 The Consultant will issue invoices to the Institution when each payment is due. The invoices will:

- a. Detail Services performed during the invoice period; or
- b. Be issued a prepayment (i.e. deposit) of Services to be performed; and
- c. Detail all out-of-pocket expenditures of the Consultant for which reimbursement is sought from the Institution.

2.4 If the Institution:

- a. Changes or cancels any on-site consulting activities, the Institution will reimburse Consultant for all travel-related change and/or cancellation fees.
- b. Changes any on-site consulting activities due to unforeseen weather-related conditions, the Institution will reimburse Consultant for one-half of all travel-related change and/or cancellation fees.

2.5 Payment is due in accordance with the terms outlined on the invoice. Discounts will not be applied for early payment and past-due payments may be charged interest at the maximum rate allowed by law.

2.6 If the Institution chooses to transmit payments using a credit card, the institution shall bear responsibility for associated credit card processing fees, which will be calculated at a rate of 2.99% of the invoice amount. Fees are subject to change. Institutions in the following states or territories are exempt by law from credit card processing fees: California, Colorado, Connecticut, Florida, Kansas, Maine, Massachusetts, New York, Oklahoma, Texas, and Puerto Rico.

3. INDEPENDENT CONTRACTOR

3.1 The Consultant is an independent contractor, and nothing in this Agreement will create an agency, partnership, employment, or joint venture relationship between the Institution and the Consultant or any officer, director, employee, subcontractor, or agent of the Consultant. As an independent

contractor, the parties specifically acknowledge that the Services provided by Consultant to the Institution will be non-exclusive.

4. CONSENT TO SUBCONTRACT

4.1 Institution hereby consents for Consultant to subcontract Services to persons qualified and certified by Consultant to provide services on Consultant's behalf. Subcontractors are bound by written obligations of confidentiality and non-solicitation as restrictive as those set forth in this Agreement.

5. THIRD-PARTY SERVICER COVENANTS

5.1 The parties acknowledge that the Services to be provided under this Agreement may qualify Consultant as a third-party servicer under Title IV of the Higher Education Act of 1965 ("HEA"). As such, Consultant covenants to:

- a. Be jointly and severally liable with the Institution for any violation of Title IV, HEA requirements resulting from the functions performed by the servicer (34 CFR 668.25(c)(3));
- b. Comply with all applicable statutory, regulatory, and other requirements, including but not limited to statutory provisions of or applicable to Title IV of the HEA and all subsequent reauthorizations, the Federal Family Educational Rights and Privacy Act, the Federal Red Flags Rule, and corresponding regulations, and all other regulatory provisions prescribed under any statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that Consultant administers under any Title IV HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program (34 CFR 668.25(c)(1));
- c. Refer to the Office of Inspector General (OIG) of the U.S. Department of Education any information indicating there is reasonable cause to believe that the Institution or an applicant for Title IV, HEA funds might have engaged in fraud or other criminal misconduct (34 C.F.R. 668.25(c)(2));
- d. Confirm the eligibility of a student before disbursing Title IV, HEA funds to a student and to calculate and return any unearned Title IV, HEA funds in accordance with the provisions of 34 CFR 668.21 and 668.22 if Consultant is involved in the process of disbursing Title IV, HEA funds (34 CFR 668.25(c)(4));
- e. Return to the Institution all records, and Title IV funds (when applicable) in Consultant's possession pertaining to the Institution's participation in the program or programs if Consultant or Institution terminates the contract, if Consultant stops providing services for the administration of a Title IV program, or if Consultant files a petition under the Bankruptcy code (34 CFR 668.25(c)(5)); and

- f. Submit an annual audit of activities to the Department of Education (34 CFR 668.24(c)). Institution grants permission for Consultant to retain document samples representing the work performed, for audit purposes.

5.2 Department of Education Notice. Institution acknowledges that it is required to notify the Department of Education of all third-party servicing contracts regarding Federal Title IV funds on the Institution's Application for Approval to Participate in Federal Student Aid Programs (E-App) (34 CFR 668.25(e)).

5.3 Required Third Party Servicer Information Disclosure. The name, address, and primary phone number of Consultant, as well as the name, title, phone number, and email address of the president or chief executive officer of Consultant, are as follows:

Full Name: Blue Icon Advisors, LLC
1801 Pennsylvania Ave, NW, Suite 850
Washington, DC 20006-3606
Executive Director: Mindy Kaplan Eline
Phone Number: 202-785-6950
Email: elinem@nasfaa.org

5.4 While Consultant will make every effort to collect required documentation for the audit during the performance of the Services, Consultant may be required to request audit documentation upon or after completion of the Services. Institution will respond to such requests within five (5) business days.

6. CONFIDENTIAL INFORMATION

6.1 The Consultant acknowledges that in the course of performing Services for the Institution under this Agreement, Consultant and its officers, directors, employees, subcontractors, or agents may be exposed to information, materials, and property related to the Institution and its activities that may be confidential or proprietary, including but not limited to financial information, procedures, manuals, trade secrets, constituent information and mailing lists, software, processes, copyrights, logos, trademarks, and trade names. All information which the Institution has a reasonable basis to consider confidential, or which is reasonably treated by the Institution as being confidential, shall be presumed to be confidential.

6.2 The Consultant shall make a good faith effort to keep confidential any student information protected under the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g).

6.3 The Consultant will respect and maintain the confidentiality of the Institution's confidential information, using the same level of protection that the Consultant would use to protect the confidentiality of the Consultant's own confidential information, but in no event less than reasonable care. Consultant shall not use or disclose, or cause or allow to be used or disclosed, at any time during or subsequent to the term of this Agreement, any confidential information of the Institution, whether or not developed by or included in reports or information provided by Consultant, without prior written consent of the Institution.

6.4 Consultant will require any of its employees, subcontractors, or agents assigned to perform Services for the Institution to sign a confidentiality agreement that protects the Institution's confidential information from disclosure and shall provide copies of these agreements to the Institution upon request.

6.5 Other than as provided in this Agreement, neither party shall use the other party's name, trademark, or trade name without the prior written consent of the other party. The Institution specifically authorizes Consultant to use its name, trademark, or trade name in a publicly available client list.

6.6 The Institution authorizes Consultant to include non-identifiable institutional data in empirical studies addressing the financial aid delivery system. The Institution understands the data provided will be used to develop national standards and benchmarks for financial aid administration.

6.7 Notwithstanding the foregoing, the Consultant and the Institution acknowledge that Consultant may disclose confidential information in confidence directly or indirectly to federal, state, or local government officials, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. Consultant may also disclose confidential information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of confidential information that are expressly allowed by 18 U.S.C. § 1833(b).

6.8 The provisions of this Section 6, "Confidential Information," shall survive the termination or expiration of this Agreement.

7. CONFLICT OF INTEREST

7.1 Institution must disclose any current or future business relationship, or direct or indirect dealings, with other consulting firms (a "Conflict of Interest") which might adversely affect the Consultant or the performance of the Services, such as hiring other firms to perform similar work as that of Consultant or with the same Institution employees. Consultant reserves the right to terminate the agreement if Consultant determines the relationship or dealings compromise its ability to effectively perform the Services.

8. OWNERSHIP

8.1 Except as otherwise specified in Exhibit A, any deliverables or other work product produced by the Consultant pursuant to Exhibit A of this Agreement will be considered "work(s) made for hire," and the property of the Institution. To the extent that any of the Services may not, by operation of law, be considered work made for hire, this Agreement will constitute an irrevocable assignment by Consultant to Institution of the ownership of, and all rights in, the Services, including but not limited to all rights of copyright, trade secret, and trademark.

8.2 The Consultant agrees to give the Institution or its designees all assistance reasonably required to perfect its rights of ownership in the Services. If Consultant uses any subcontractors in performing the Services for the Institution, Consultant will obtain assignments of rights as necessary to convey all rights in and to the Services to the Institution as provided herein.

8.3 In performing the Services, the Consultant may use preexisting work or materials owned by the Consultant or others ("Consultant Materials"). As between Consultant and Institution, all right in and to the Consultant Materials shall remain with Consultant, and no transfer of ownership shall be affected. The Institution shall be licensed to use the Consultant Materials as specified in Exhibit A.

9. CONSULTANT INSURANCE OBLIGATIONS

9.1 The Consultant shall purchase from and maintain insurance for protection from claims which may arise out of or result from the performance of the Services. The Consultant shall pay all deductibles. This insurance shall be written for not less than limits of liability specified in this Section.

9.2 The insurance required by this Section shall be provided by an insurance company or companies lawfully authorized to conduct business in the state where the Project is located which have a policyholder's rating of not less than "A" in the most recent edition of Best's Rating Guide. Such insurance

shall be maintained without interruption during the term of the agreement. Consultant will not cancel, modify, or reduce coverage without thirty (30) days advance written notice.

9.3 At the Institution's request, the Consultant shall name the Institution and its agents and employees as additional insureds on the following insurance policies, via a Certificate of Insurance.

- Commercial General Liability
- Automobile Liability
- Umbrella Liability

9.4 The insurance shall be written for not less than the following limits:

Commercial General Liability

- Each occurrence: \$1 million
- Medical expenses (any one person): \$10,000
- Personal and advertising injury: \$1 million
- General aggregate: \$2 million
- Products Liability or Completed Operations Aggregate: \$2 million

Automobile Liability (hired and non-owned autos only)

- Combined single limit (each incident): \$1 million

Umbrella Liability

- Each occurrence: \$5 million
- Aggregate: \$5 million

Workers Compensation and Employers' Liability

- E.L. each accident: \$1 million
- E.L. each disease - EA employee: \$1 million
- E.L. each disease - policy limit: \$1 million

Errors and Omissions

- Per claim: \$1 million
- Aggregate: \$3 million

Cyber Security

- Aggregate: \$2 million

10. TERM AND TERMINATION

10.1 This Agreement is effective on the date of last signature below, and will remain in effect until the Consultant has successfully completed the Services, and the Institution has paid the required compensation to the Consultant. Additional Services via Exhibit A may be incorporated into this Agreement for up to three (3) years from the date of last signature below with Institution's written approval.

10.2 Either party may terminate this Agreement prior to its expiration:

- a. For material breach of the obligations of the other party by giving the other party written notice of termination, which breach has not been cured to the reasonable satisfaction of the party giving notice of termination within thirty (30) days, or such other amount of time as is reasonable under the circumstances.
- b. At any time and for any reason at either party's convenience. The terminating party must give thirty (30) days' notice of termination, or such other amount of time as is reasonable under the circumstances.

10.3 Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

10.4 In the event of any termination, the Institution will pay for the Services performed by Consultant up to the effective date of termination. Termination of this Agreement shall not release or discharge either party from any obligation, debt (such as travel expenses), or liability which shall have previously accrued and remains to be performed upon the date of termination.

10.5 Notwithstanding audit documentation requirements outlined in Section 5, upon expiration or termination of this Agreement, each party will promptly delete, destroy, or return to the other party all of the other party's data, lists, records, confidential information, and any other property of whatever nature or kind, and regardless of format or medium, including any copies, except as otherwise authorized in writing by the other party. The Consultant will also provide to the Institution all incomplete Services or work in progress that was intended to be delivered as part of Exhibit A.

11. ASSIGNMENT

11.1 This Agreement is binding on the parties, and on their successors and assigns, provided that neither party may assign this Agreement, except to an affiliate, without the prior written consent of

the other party. Any unauthorized attempted assignment by either party shall be null and void and of no force or effect.

12. NON-SOLICITATION

12.1 The Institution acknowledges that Consultant's employees, subcontractors, and/or agents who provide the Services to the Institution under the Agreement ("Restricted Staff") are key assets of Consultant. Accordingly, the Institution shall not solicit or hire or enter into an agreement with any Restricted Staff to perform independent consultation or similar services for the Institution during the term of this Agreement and for a period not less than one (1) year from the date this Agreement expires or terminates for any reason.

13. DISPUTES

13.1 The parties agree to work together in good faith to resolve any controversy or claim arising out of or relating to this Agreement or any breach thereof, including, without limitation, any claim that this Agreement or any portion thereof, is invalid, illegal or otherwise voidable. If the parties cannot come to a resolution themselves, then the controversy or claim shall first be mediated by a mediator mutually agreed upon by the parties. If the controversy or claim cannot be successfully mediated, the parties agree that it shall be brought in the Circuit Court for Franklin County, Kentucky.

14. GOVERNING LAW

14.1 This Agreement shall be construed and governed by and under the laws of the Commonwealth of Kentucky.

15. NO THIRD-PARTY BENEFICIARY

15.1 None of the provisions contained herein are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

16. INDEMNITY

16.1 Consultant agrees to indemnify and hold harmless Institution from and against any and all claims, demands, losses, damages, costs, liabilities and expenses (including, but not limited to, attorney's fees and costs of suit), actual or alleged, arising out of or in connection with the gross negligence or intentional misconduct of, or breach of this Agreement by, the Consultant.

17. NOTICES

17.1 All required notices or those which the Consultant or the Institution may desire to give shall be in writing and delivered to the other party at the following addresses:

Kentucky State University

Institution Address:	400 E. Main Street - ASB Suite 349 Frankfort, KY 40601-2355
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Institutional Contact:	Stephanie Mayberry, Interim Vice Provost for Student Affairs
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Blue Icon Advisors, LLC	1801 Pennsylvania Ave., NW, Suite 850 Washington, DC 20006-3606
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The addresses herein given for notices may be changed at any time by either party by written notice. Certified mail or other traceable delivery service shall provide conclusive evidence of delivery.

18. WAIVER

18.1 The waiver by either party of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of performance hereunder by a party shall not be deemed to be a waiver of any preceding breach by the other party.

19. SEVERABILITY

19.1 In the event that any provision or part of any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining parts or provisions of this Agreement which shall continue in full force and effect.

20. SURVIVAL

20.1 Any provision of this Agreement which contemplates performance subsequent to the termination of this Agreement, including but not limited to indemnification and confidentiality obligations, will survive the expiration or termination of this Agreement for any reason.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one and the same Agreement.

22. PARAGRAPH HEADINGS

22.1 The paragraph headings contained herein are for the convenience of the parties only, and shall not for any purpose whatsoever be deemed a part of this Agreement.

23. ENTIRE AGREEMENT; AMENDMENTS

23.1 This Agreement, including Attachments and all related documents, constitutes the entire agreement between the parties on the subject matter of the Agreement and supersedes all prior writings or oral agreements. This Agreement may be amended only by a writing that clearly states the amendments and is signed by both parties.

24. FORCE MAJEURE

24.1 Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

25. PREVAILING LANGUAGE

25.1 In the event that one or more terms in this agreement conflict with, or new language is contained within, other Institution-generated documents, such as purchase orders, terms and conditions, clickwraps, etc., the language in this agreement will prevail unless in contravention of an agreed-upon order of precedence.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date(s) indicated below.

Kentucky State University

By: DocuSigned by:
Dr. Koffi Akakpo
BF57D0552820481... Date: 10/15/2023
Signature of Authorized Individual

Name: Dr. Koffi Akakpo
Please print or type

Title: University President
Please print or type

Blue Icon Advisors, LLC

By: DocuSigned by:
Amanda J Sponholtz
3D0D7A10A5964D3... Date: 10/16/2023
Signature of Authorized Individual

Name: Amanda J Sponholtz

Title: Director of Operations

EXHIBIT A-1

Scope of Work and Payment Schedule

Interim Financial Aid Staffing

Kentucky State University

Prepared For

Stephanie Mayberry, Interim Vice Provost for Student Affairs

Proposal Date

October 10, 2023

Revised October 11, 2023

Prepared by

Tammy Harrison, Senior Business Development Manager

Mandy Sponholtz, Director of Operations

Mindy Eline, Executive Director

This scope of work is valid for seven (7) days from the last date listed above.

Background and Objectives

Stephanie Mayberry, interim vice provost for student affairs at Kentucky State University, contacted Blue Icon Advisors for interim staffing assistance. Immediate assistance is needed to manage operations and assist with a backlog of financial aid processing tasks that impacts approximately half of the students enrolled in the fall term, awaiting financial aid packaging. The financial aid director is on leave. Staff turnover will result in no financial aid employees in the office after mid-October. Manual processing has been slow and Mayberry recognizes that optimizing the Ellucian Banner financial aid management system is important to addressing the immediate and longer-term solutions needed in financial aid operations.

Financial aid offices must have strong leaders and staff in place to ensure students receive financial aid in a timely fashion, ensure the school remains in compliance with federal aid rules and regulations, and keep institutional leadership apprised of critical financial aid needs and activities while providing good service to students. Blue Icon Advisors diligently recruits and screens high-quality Consultants to meet your unique interim financial aid staffing needs.

Deliverables/Project Plan

Blue Icon Advisors will provide a three-person consulting team to manage financial aid operations, process pending financial aid records to support student enrollment, and provide Banner system support for routine tasks required for processing and institutional compliance.

Install an Interim Staffing Team to Maintain Operations

NOTE: Work will begin upon receipt of the deposit payment after contract signing.

Tasks

- Provide an interim financial aid staffing team of three consultants:
 - Consultant 1 will provide interim financial aid leadership on a hybrid schedule to manage office operations up to 40 hours per week through December 15, 2023, with an option to extend through June 30, 2024, pending consultant availability.
 - During weeks of travel to on-site, the consultant's time may exceed 40 hours.
 - The consultant is available for on-site travel through October 20, 2023. After this time, the consultant is only available remotely.
 - The consultant will report to the interim vice provost for student affairs.
 - Consultant 2 will provide interim Banner financial aid management system support on a remote, flexible schedule up to 20 hours per week through December 15, 2023, with an option to extend through June 30, 2024, pending consultant availability.
 - The consultant will assist with regular processing tasks such as:

- Banner data file transfer tasks to import and export institutional student information record (ISIR) files, Federal Pell Grant records, and Federal Direct Loan records.
- Connect and process institutional records via the U.S. Department of Education's Student Aid Internet Gateway (SAIG).
- Review Banner system aid year configuration.
- Recommend updates and improves and support implementation for efficiencies and optimized utilization of available automation tools.
- The interim director (Consultant 1) will manage assignment of tasks to Consultant 2 in collaboration with institutional leadership priorities.
- Consultant 3 will provide interim financial aid staffing processing assistance up to 40 hours per week on a remote, flexible schedule through December 15, 2023, with an option to extend through June 30, 2024, pending consultant availability.
 - Financial aid processing tasks may include:
 - Review financial aid records for student eligibility.
 - Identify conflicting or incomplete information required.
 - Perform federal verification.
 - Package students in accordance with institutional packaging policy.
 - The interim director (Consultant 1) will manage assignment of tasks to Consultant 3 in collaboration with institutional leadership priorities.
- In addition to the weekly staffing hours, Blue Icon will provide an average of 20 hours per month of engagement oversight to support the Consultant and manage third-party servicer (TPS) federal audit responsibilities.

Deliverables

- A weekly report documenting the tasks assigned, work performed, observations within the work completed, and recommendations for efficiencies or improvements from the Consultants' perspectives.

Note

- Consultant 1 will travel to campus as available and provide limited on-site consultation based on availability.

Blue Icon Advisors Team

Mindy Eline, Executive Director

Mandy Sponholtz, Director of Operations

Tammy Harrison, Senior Business Development Manager

David D. Page, Senior Business Development Specialist

Karen Hanley, Senior Project and Resource Manager
 Joel Carstens, Project Manager
 Kendra Allen, Project Manager
 Mendy Schmerer, Compliance and Project Manager
 Precious Ward, Contracts Administrator
 Praacnaa Colestock, Operations Assistant
 Mary Cannon, Independent Consultant (Consultant 1: Interim Financial Aid Director)
 Zoey Trenkle, Independent Consultant (Consultant 2: Interim Financial Aid Systems Manager)
 Peter Wyatt, Independent Consultant (Consultant 3: Interim Staff for Processing)

You may read more about our team members and their qualifications online:

- Staff: https://www.nasfaa.org/blueicon_team.
- Independent Consultants: [https://www.nasfaa.org/blue icon independent consultants](https://www.nasfaa.org/blue_icon_independent_consultants).

Timeline

The following *estimated* timeline is based on the services outlined above. Actual dates (including any known Consultant unavailable dates) for key events and milestones will be disclosed after contract signing. Adjustments to the schedule will be determined collectively between the institution and Blue Icon Advisors.

<i>Project Element</i>	<i>Estimated Timeline</i>
Install an Interim Staffing Team to Maintain Operations	From project kickoff through December 15, 2023
Project management, support, and TPS oversight provided by Blue Icon staff	Duration of Project

Third-Party Servicer Responsibilities

When Blue Icon Advisors performs interim staffing, we are designated as a third-party servicer. The U.S. Department of Education requires third-party servicers to have an annual audit of the activities performed per 34 CFR 668.24(c). As such, the school must:

- Update the school's ECAR listing Blue Icon Advisors as a third-party servicer.
 - As part of the update, the school must designate a new chief financial aid director. The new director must be a full-time employee at the institution who possesses sufficient knowledge to ensure Title IV compliance and oversee the Consulting project.
- Grant permission for Blue Icon to retain a sample of documents representing the work performed for audit purposes.

Securing Your Consultant

Blue Icon recruits experienced, high-quality Consultants, so our interim financial aid leaders are in high demand. Additionally, we only provide statements of work, such as this one, if we have secured a Consultant who is a good match with your specific needs. As a result, we can only hold your Consultant and guarantee their availability for one week (7 days) from the date of this proposal.

Validity

This scope of work is valid for seven (7) days from the last date on the cover page. Contact Blue Icon if you have concerns about the time frame.

Payment Schedule

The fee for this service will be \$135 per hour, invoiced monthly, **not to exceed \$200,000**. Please note this is a discounted rate from Blue Icon's regular fee schedule of up to \$160 per hour. Blue Icon will provide an invoice for a \$54,000 deposit upon execution of the Consulting Agreement. Work will begin upon receipt of the deposit payment after contract signing.

On-site visits: If the Consultant is traveling to the school, travel time will be billed at the same hourly rate. Related travel expense invoices will be issued within 60 days of on-site work in accordance with the travel expense policy outlined in the Consulting Agreement.

All invoices are payable in accordance with the terms of the Agreement. Generally, deposit invoices are due upon receipt, and monthly invoices and travel reimbursements are due within 30 days.

If you have budgetary restrictions, we can set up project caps or monthly caps to meet your specific budget needs. However, a project cap may limit our ability to complete all work outlined for this project.

Blue Icon Advisors Responsibilities

We will provide the following:

- Highly qualified Consultant(s) to execute the project with oversight from a Project Manager with Blue Icon.
- A record of time spent on the project for the Institution's review.
- A final project evaluation.
- The backing of NASFAA's experience as a trusted advisor to the financial aid community for over 50 years.

Institution Responsibilities

The Institution will provide the following to Blue Icon, as applicable for the work:

- Prompt responses to inquiries.
- Time and personnel to facilitate the project on the agreed timelines of the project plan.
- Time with staff to schedule meetings and other interviews.
- Requested data and/or information by the deadline dates established.
- Time for the financial aid staff to complete an online employee assessment, if included in the scope of work.
- Timely approval of user access to all hardware, software, and systems (e.g. laptop, videoconferencing, student information systems, databases, online document editing, file sharing) required for this project.
 - *Note: School-provided hardware provides the highest level of data security.*
- Provide written documentation of relevant policies and procedures.
- Train the Consultant on the relevant processes.
- For engagements with work performed on-site:
 - Adequate workspace and meeting space.
 - Access to required software systems and equipment (e.g., laptop, computer), as applicable.
 - Venue, audio-visual support, a projector, a screen, a microphone, and either a computer that can be used to project content onto the screen or a connection that allows Blue Icon's computer to connect to the projector, if needed.
 - Notification of local mandates and institutional policies regarding COVID-19 safety protocols (see below).
- A temporary institutional email address for the Consultant to use, as deemed necessary.
- Schedule entrance, exit, and other interviews.

Blue Icon On-Site Safety Protocols

Blue Icon recognizes the benefits of on-site consulting work. While these benefits add to the overall consulting experience, Blue Icon must prioritize the health and safety of our clients and Consultants. To mitigate risk, the Consultants will adhere to local mandates and institutional policies while performing work on-site.

The school will provide Blue Icon with information regarding any local and institutional COVID-19 policies such as mask mandates, limits on gatherings, social distancing requirements, and vaccination requirements. This information will be shared with the Consultant(s).

Project Commencement

Blue Icon Advisors will provide a Consulting Agreement (contract) for the Institution's review and approval. The project will commence when Blue Icon Advisors receives a ratified Consulting Agreement, along with initial payment, and will advance according to the project timeline.

Materials and Limited Rights

Blue Icon will provide the Institution with an electronic copy of the relevant project materials (e.g., training documents, project templates). The Institution may, at its own expense, provide participants with paper copies if it chooses. The school may share the electronic or print version of the materials with current employees and future employees once they begin employment. The institution agrees not to distribute materials to anyone who is not an active member of the staff at the time the materials are shared. Permission to share materials outside of the institution must be obtained in writing from Blue Icon Advisors.

Glossary

Consultant Materials: pre-existing work or materials owned by Blue Icon Advisors LLC or NASFAA and non-transferable to the Institution. The Consultant Materials may include:

- NASFAA P&P Builder, see details below.
- NASFAA and Blue Icon training materials. This includes a prohibition on:
 - Recording or simulcasting all or any part of the training.
 - Sharing photos of the training on the Internet (e.g. social media, public website).
 - Sharing the electronic training materials with others who are not active employees at the institution.
- NASFAA Standards of Excellence review program worksheets.
- Student surveys created and compiled by NASFAA and Blue Icon.
- Staff surveys created and compiled by NASFAA and Blue Icon.

P&P Builder: NASFAA tool that guides schools through the creation of a policies & procedures manual for your institution by providing an extensive online template. Schools may receive access to the P&P Builder for the cost of \$99/year. Work completed by NASFAA in the P&P Builder will transfer to the Institution upon subscription to the tool, or via PDF documents for the school's use in another format.

Consultant: For the purpose of this Scope of Work only, the lead person performing the work on your project. When Consultants work as part of a team, one will be assigned as the Team Lead. Consultants may be Blue Icon Advisors staff members or independent consultants.

Project Manager: A staff member with Blue Icon Advisors who oversees the project. Every project is assigned a Project Manager.

EXHIBIT B**NASFAA's Statement of Ethical Principles**

Revised November 2017

The primary goal of the financial aid professional is to help students achieve their educational goals through financial support and resources. NASFAA members are required to exemplify the highest level of ethical behavior and demonstrate the highest level of professionalism. The following guidelines were last updated by NASFAA's Board of Directors in November 2017.

We, financial aid professionals, declare our commitment to the following Statement of Ethical Principles.

Financial aid administrators shall:

Advocate for students

- Remain aware of issues affecting students and continually advocate for their interests at the institutional, state and federal levels.
- Support federal, state and institutional efforts to encourage students, as early as the elementary grades, to aspire to and plan for education beyond high school.

Manifest the highest level of integrity

- Commit to the highest level of ethical behavior and refrain from conflict of interest or the perception thereof.
- Deal with others honestly and fairly, abiding by our commitments and always acting in a manner that merits the trust and confidence others have placed in us.
- Protect the privacy of individual student financial records.
- Promote the free expression of ideas and opinions, and foster respect for diverse viewpoints within the profession.

Support student access and success

- Commit to removing financial barriers for those who want to pursue postsecondary learning and support each student admitted to our institution.
- Without charge, assist students in applying for financial aid funds.
- Provide services and apply principles that do not discriminate on the basis of race, gender, ethnicity, sexual orientation, religion, disability, age, or economic status.
- Understand the need for financial education and commit to educate students and families on how to responsibly manage expenses and debt.

Comply with federal and state laws

- Adhere to all applicable laws and regulations governing federal, state, and institutional financial aid programs.
- Actively participate in ongoing professional development and continuing education programs to ensure ample understanding of statutes, regulations, and best practices governing the financial aid programs.
- Encourage colleagues to participate in the financial aid professional associations available to them at the state, regional, or national level and offer assistance to other aid professionals as needed.

Strive for transparency and clarity

- Provide our students and parents with the information they need to make good decisions about attending and paying for college.
- Educate students and families through quality information that is consumer-tested when possible. This includes (but is not limited to) transparency and full disclosure on award notices.
- Ensure equity by applying all need-analysis formulas consistently across the institution's full population of student financial aid applicants.
- Inform institutions, students, and parents of any changes in financial aid programs that could affect their student aid eligibility.
- Strive to ensure that cost of attendance components are developed using resources that represent realistic expenses.

Protect the privacy of financial aid applicants

- Ensure that student and parent private information provided to the financial aid office by financial aid applicants is protected in accordance with all state and federal statutes and regulations, including FERPA and the Higher Education Act, Section 483(a)(3)(E) (20 U.S.C. 1090).
- Protect the information on the FAFSA from inappropriate use by ensuring that this information is only used for the application, award, and administration of aid awarded under Title IV of the Higher Education Act, state aid, or aid awarded by eligible institutions.

EXHIBIT C**Blue Icon Advisors Travel Expense Policy**

Revised: July 2023

The following guidelines govern officer, director, employee, subcontractor, or agent (“Consultants”) expenses.

General – Expenses associated with Consultants activities must be accompanied by required receipts including airline tickets, hotel bills, taxis, parking, meals, etc. Travel claims should be filed within two (2) weeks of a site visit or meeting.

Transportation-Airline – Consultants are asked to make flight reservations as soon as site visit dates are confirmed to obtain the lowest airfares using economy class. Fares exceeding \$500 are subject to prior approval by the Director of Operations at Blue Icon Advisors. If the Institution changes or cancels activities requiring Consultants travel, the Institution will cover the penalty costs involved. When traveling by air, individuals shall travel coach class except in those cases when scheduling difficulties or other considerations make first class travel necessary. Exceptions for first class travel must be approved in advance by the Director of Operations.

Automobile – Reimbursement for the use of a private automobile will not exceed the “business” amount [allowed by the IRS](#). Normally, this reimbursement should not exceed the cost of coach airfare. In circumstances when the use of a car is preferred for personal reasons, reimbursement for mileage will be limited to the above.

Rental Car – Use of a rental car must be approved by the Director of Operations in advance of its use.

Taxi or Ferry – Ground transportation costs to and from the institution or meeting and lodging facilities shall be approved, provided they are reasonable. All transportation costs must be supported by receipts. If parking charges are incurred, receipts must be submitted for charges in excess of \$3.

Hotel Accommodations – Reservations will generally be made for one (1) night preceding the days on site. If additional nights are required, or if individual plans change, Consultants are required to contact the hotel as soon as possible to avoid paying for unused rooms.

Meals – Blue Icon Advisors adheres to the [Domestic Per Diem Rates](#) as specified by the U.S. General Services Administration (GSA). Consultants will only be reimbursed up to the exact cost incurred, up to the maximum per diem rate. Consultants who incur expenses for group meals shall be eligible for reimbursement of the exact cost incurred, up to the maximum per diem rate per person. For

restaurant meals, please submit both the itemized receipt (reflecting the number of guests and itemized food/drink) and credit card payment slips, per IRS rules.

Tips – Reasonable tips to hotel and transportation personnel will be reimbursed. Tips for meals should be included in the costs of meals.

Reimbursement Of Special Expenses – Consultants may encounter some additional expenses in coordinating the site visit, such as postage or confidential shredding. Written receipts are required.

Miscellaneous Expenses – Any miscellaneous expenses above the \$3 allowance must be supported by receipts.

Alcoholic Beverages – Costs for alcoholic beverages are a personal expense and are not reimbursable.