

Professional Services Agreement

This **Professional Services Agreement** (“Agreement”) is made and entered into as of **Effective Date** by and between the **State of Rhode Island**, acting by and through its **Department of Administration** (“State”), on behalf of the **User Agency** and the **Consultant** that executes this Agreement below. The State and Consultant may each be referred to as a “Party,” or together the “Parties.”

Recitals

The State requires the professional services described in the Schedules in connection with the Project for the User Agency. Consultant has the desire, expertise, experience, and capacity necessary to perform such professional services. The State and Consultant wish to set forth in this Agreement the terms and conditions pursuant to which Consultant will perform such professional services for the State.

The State and Consultant, therefore, mutually agree as follows:

Agreement

1. Definitions.

1.1 Specific Definitions. For purposes of this Agreement, the capitalized terms set forth in this Agreement shall have the meanings ascribed to them in this Section 1.1.

“**Agreement**” means this Agreement which will govern the terms and conditions pursuant to which Consultant will perform the Services for the State, each and every exhibit attached hereto, including Schedule A - Scope of Work, Schedule B - Project Schedule, Schedule C - Project Budget and Payment Schedule, Schedule D - Consultant Personnel Schedule and Subcontractor Schedule and Schedule E - Insurance Requirements by this reference made an integral part of this Agreement, all as amended, renewed, and extended from time to time.

“**Consultant**” means BLUE SEATS CONSULTING, LLC with a principal place of business at 27134 Magnolia Rd., Underwood Iowa 51576, that executes and enters into this Agreement to perform the Services for the State, and by such execution, agrees to be bound by all the terms and conditions herein contained, and includes Consultant’s subsidiaries, affiliates, successors, and assigns.

“**Effective Date**” means the date the Department of Administration, Division of Purchases, issues a Notice of Contract Award.

“**Project**” means project support for the creation of a proposal and implementation plan for the expansion of Pre-K in Rhode Island.

“**Services**” means any and all professional services listed in Schedule A - Scope of Work, and any and all other obligations, duties, requirements, and responsibilities required for the successful performance of this Agreement by Consultant, including the furnishing of all supervision, labor, materials, and other supplies, in accordance with the terms and conditions set forth herein.

“Subcontractor” means a Person that has a direct or indirect contractual or vendor arrangement or relationship with Consultant to perform any of the Services.

“Term” means the term of this Agreement pursuant to the provisions of Section 19.

“The State” means the State of Rhode Island, acting by and through its Department of Administration and each executive, legislative, judicial, regulatory, or administrative body of the state, or any political subdivision thereof, including without limitation, any department, division, agency, commission, board, office, bureau, committee, authority, educational institution, school, water, or fire district, or other agency of Rhode Island state or local government that exercises governmental functions in Rhode Island, and other governmental authority, and any quasi-public corporation and/or body corporate and politic, and their elected or appointed officials, members, employees, and agents.

“User Agency” means the governmental authority of the State that will be the recipient and beneficiary of the Services. For purposes of this Agreement, the Department of Human Services is the “User Agency.”

1.2 Context. Words and abbreviations that have well-known industry meanings, and not otherwise defined herein, are used in this Agreement in accordance with such recognized meanings. Unless the context otherwise requires:

- (i) the words “hereby”, “hereof”, “hereto”, “herein”, “hereunder”, and any similar words refer to this Agreement; and
- (ii) the word “day” or “days” refer to calendar day(s).

1.3 Terminology. The singular shall include the plurals and vice versa. Titles of sections are for convenience of reference only, and neither limit nor amplify the provisions of this Agreement. The use herein of the word “including”, when following any general statement, term, or matter is not limited to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation”, or “but not limited to”, or words of similar import) is used with reference hereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

2. Engagement. Subject to the terms and conditions of this Agreement, the State engages Consultant, and Consultant accepts the engagement to perform the Services during the Term. Consultant shall not commence performance of the Services until it receives a Notice of Contract Award from the Department of Administration, Division of Purchases.

3. Performance Standards. Consultant will perform its Services with the highest degree of care, skill, and diligence, and in accordance with the applicable professional standards currently recognized by such profession, and will be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, data, designs, drawings, plans, information, specifications, and other items and services furnished under this Agreement. Consultant will comply with all applicable federal, state, and local laws, ordinances, codes, policies and regulations in performing the Services. If Consultant fails to meet applicable professional standards, Consultant will, without additional compensation, promptly correct or revise any errors or deficiencies in its reports, data, drawings, specifications, designs, and other items or services.

4. Employees and Agents.

4.1 Personnel. Any of Consultant’s personnel or those of its Subcontractors specifically identified in the Schedule D - Consultant Personnel Schedule and Subcontractor Schedule are considered essential to performance and may not be removed or replaced without the prior written approval of the State. All personnel employed or engaged by Consultant shall possess the necessary skills for performance under this Agreement. Use of outside personnel will be with the prior written consent of and under conditions acceptable to the State. Consultant will at all times enforce proper discipline and good order among the personnel under its control or supervision. The State will have the right to require any Person observed to be failing, refusing, or unable to carry out Consultant’s obligations, or any Person appearing in the sole judgment of the State to be intemperate, incompetent, disruptive, or otherwise undesirable, in the sole discretion of the State, to be removed from performance under the Agreement immediately upon the request of the State to Consultant and replaced by Consultant without charge to the State or expansion of time to Schedule B – Project Schedule.

4.2 Subcontractors. Consultants will not subcontract or delegate any portion of the Services without the prior written consent of the State. Consultant is solely responsible for all work performed under this Agreement and shall assume prime contractor responsibility for all Services. All portions of the Services that Consultant does not perform with its own personnel will be performed under agreements with Subcontractors that meet the requirements of this Agreement. The names, addresses, and a description of the services of all Subcontractors are listed on Schedule D – Consultant Personnel Schedule and Subcontractor Schedule. By an appropriate written agreement, Consultant will require each Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Consultant by the terms of this Agreement, and to assume toward Consultant all the obligations and responsibilities which Consultant, by this Agreement, assumes toward the State. Such agreement shall preserve and protect the rights of the State under this Agreement with respect to the Services to be performed by the Subcontractor.

5. Representatives.

5.1 Consultant’s Representative(s). The name and title of Consultant’s authorized representative(s) and principal contact(s) with the State are:

Consultant:	Other Principal Contact:
Name: Connie Casson	Name:
Title: President, Blue Seats Consulting, LLC	Title:
Address: 27134 Magnolia Rd. Magnolia Rd., Underwood, Iowa 51576	Address:
Phone: (402) 981-5973	Phone:
Email: cmcasson@gmail.com	E-mail:

5.2 The State’s Representative(s). The name and title of the State’s authorized representative(s) and principal contacts with the Consultant are:

State:	Other Principal Contact:
Name: Courtney Hawkins	Name: Kayla Rosen
Title: Director - DHS	Title: Chief of Program Development, EOHHHS

Address: Louis Pastore Building 57
25 Howard Avenue
Cranston, RI 02920
Phone: (401) 462-0632
Email: Courtney.Hawkins@dhs.ri.gov

Address: Three West Rd.
Virks Building
Cranston, RI 02920
Phone: (401) 462-6227
E-mail: Kayla.Rosen@ohhs.ri.gov

6. Compensation. As full and complete compensation for the performance by the Consultant of the Services, the State will pay Consultant the fees set forth on the Schedule C – Project Budget and Payment Schedule, which fees includes any all fees, charges, costs and expenses.

7. Payment.

7.1 Invoices. Consultant will have the sole responsibility for the accurate and timely submission of monthly detailed proper invoices after the State approves each Deliverable set forth in Schedule C – Project Budget and Payment Schedule. Invoices must reference this Agreement and, if applicable, the State’s and the User Agency’s purchase order and line item numbers.

7.2 Payment. Unless otherwise provided, payments pursuant to this Agreement (subject to setoff, if applicable) will be made within thirty (30) days after receipt of acceptable monthly invoice(s) with appropriate documentation and otherwise in accordance with the provisions of “Prompt Payment by Department of Administration,” R.I. Gen. Laws § 42-11.1-1 *et seq.* The State may also withhold or (on account of subsequently discovered evidence) nullify the whole or part of any invoice to such extent as may be necessary to protect it from loss on account of:

- (i) defective Services or other breach under this Agreement;
- (ii) third-party claims filed or reasonable evidence indicating probable filing of such claims;
- (iii) failure of Consultant to make payments due to Subcontractors or employees;
- (iv) reasonable indication that the Services will not be completed within the time frames specified in this Agreement;
- (v) invoicing which is incorrect;
- (vi) overcharges in violation of the terms and conditions of this Agreement;
- (vii) any unpaid and delinquent taxes or other debt owed the State by Consultant; or
- (viii) any claim against Consultant by the State arising out of this Agreement or any other agreement between Consultant and the State.

7.3 Payment for Subcontractors. Consultant will bill, without markup, for the Services of its Subcontractors as a direct expense.

7.4 Conditions. The State will not, under any circumstances, be liable for payment of invoices submitted for payment or received by the State more than ninety (90) days from the completion date of

the Services. By acceptance of payment under this Agreement, Consultant releases and indemnifies the State from any and all liabilities. Neither payment nor acceptance by the State shall relieve Consultant or its agents, employees, or Subcontractors from liability for failure to meet all requirements of this Agreement. All amounts payable under this Agreement for Services shall be deemed compensation for Services rendered, even if directly or indirectly passed on to Consultant's personnel through expense reimbursement.

8. Audit. The State will have the right, during performance of this Agreement and for a period of three (3) years after final payment, at such reasonable times and places as the State may designate, to examine or cause to have examined Consultant's records, including computerized data files and programs using computer equipment under Consultant's supervision or control, to verify all fees, costs, charges, expenses, and disbursements invoiced to the State. The State's right of examination shall extend to any subcontract, and Consultant will include such provision in each such subcontract. The State reserves the right to recover from Consultant any amounts which it has overpaid to Consultant under this Agreement.

9. Progress of the Services.

9.1 Progress. Consultant shall furnish written weekly progress reports to the State and weekly status meetings with individuals designated by the User Agency to provide verification and reasonable assurance of full and timely performance, as set forth in this Agreement.

9.2 Acceptance. The State will have the right to review all Services performed under this Agreement, to the extent practicable at all times and places during the Term and prior to acceptance. The State will perform such review a manner that will not unduly delay the performance of the Services. If any of the Services do not conform with the requirements of this Agreement, the State may require Consultant to perform the Services again in conformity with such requirements, without additional charge. When defects in Services cannot be corrected by further performance, the State, at its option may (i) require Consultant to take necessary action to ensure that future performance conforms to the requirements of this Agreement; and (ii) reduce the professional fees to reflect the reduced value of Services performed. If the Consultant fails to promptly perform the Services again or take necessary action to ensure future performance in conformity with requirements of this Agreement, the State, at its option, may: (i) perform the Services or retain a third party to perform the Services and charge to Consultant any cost incurred by the State related to the performance of such Services; or (ii) terminate this Agreement. Neither review of the Services, nor acceptance of the Services, nor payment by or on behalf of the State shall relieve Consultant from any responsibility regarding defects or other failures to meet the requirements of this Agreement.

10. Changes in the Scope of Services. The State may, at any time and from time to time, make changes in the scope of the Services through additions, deletions, or other revisions, including the right to make changes in: (i) the description of the Scope of Work, Project Schedule, Project Budget and Payment Schedule, or Consultant Personnel Schedule and Subcontractor Schedule; (ii) the time of performance (such as hours of the day, days of the week); or (iii) the place of performance of the Services. If the change in the scope of the Services increases or decreases the cost of or the time for performance, an equitable adjustment will be made, and this Agreement modified accordingly by a Change Order signed by the Parties and issued by the Division of Purchases. Upon receipt of authorization, Consultant, without delay, will proceed with execution of such authorization according to its terms. Notice of any claim by Consultant for extension of time for performance or adjustment of the price which arises for any reason, including any change requested by the State under this Section 10, must be made in writing no later than ten (10)

days after the occurrence which gives rise to such claim; otherwise, such claim is barred. Before filing such a claim, Consultant must give the State ten (10) days prior written notice in order for the State to cure such claim within that time period. Any claim for extension or adjustment shall include, as applicable, a detailed description of the claim, including the change in the scope of Services, the extension of time sought and specific justification for the amount of time sought, and a detailed statement of the increased costs to be incurred in carrying out the change. Consultant shall continue its Services during the pendency of any such change order. If the State agrees with such change, the Parties shall sign a written Change Order issued by the Division of Purchases.

11. Insurance. Consultant will provide any necessary insurance coverage required by law to insure its employees working in any of the User Agency sites pursuant to the Agreement. Annual renewal insurance certificates for workers' compensation, public liability, property damage insurance, auto insurance, professional liability insurance (aka errors and omissions), etc., must be submitted to the User Agency identified in the "Bill To" section of the Purchase Order. Certificates are annually due prior to the beginning of any contract period beyond the initial twelve-month period of a contract. Failure to provide annual insurance certification may be grounds for cancellation.

12. Representations and Warranties. As an inducement to the State to enter into this Agreement, Consultant makes the representations and warranties set forth in this Section 12.

12.1 Absence of Restrictions. Consultant is under no contractual or other obligation or restriction which is inconsistent with Consultant's execution of this Agreement or the performance of the Services. During the Term, Consultant will not enter into any agreement, either written or oral, in conflict with Consultant's obligations under this Agreement.

12.2 Design, Workmanship, and Performance. Notwithstanding any inspection and acceptance by the State, or any provision concerning the conclusiveness thereof, all Services performed under this Agreement will, at the time of acceptance, be free from defects in design, workmanship, and performance, and conform to the requirements hereof. If the Services do not conform in all respects with the Section 12.2, Consultant will promptly correct such nonconformity in accordance with the provisions of Section 9.2, hereof, without additional cost to the State.

12.3 Infringement. The Services will not infringe any patent, trademark, copyright, or other proprietary interest. Without limiting any other remedies the State may have under this Agreement or applicable state or federal law, Consultant will defend, at the State's option, indemnify and hold harmless the State from all claims, suits or proceedings made or brought against the State to any extent based on any allegation that the Services or use of the Services constitutes an infringement of any patent, trademark, copyright, or other proprietary interest, and Consultant will pay all damages, costs, and expenses, including attorney's fees, in connection with any such claims, suits, or proceedings. If the use of such Services, or any part thereof, shall in any suit or proceeding be held to constitute an infringement and the use thereof is enjoined, Consultant will, at its sole expense, either procure for the State the right to continue to use such Services, or part thereof, replace it with non-infringing Services, or modify it so that it becomes non-infringing. Any substituted non-infringing Services shall be, in quality and performance, equal to or better than the Services replaced.

12.4 Licenses and Registration. Consultant has all required licenses and registrations to perform the Services.

12.5 Personnel Warranty. Consultant will provide highly qualified supervision and competent personnel to perform the Services in strict conformance with the terms and conditions of this Agreement.

12.6 Rights in Data. All of the plans, specifications, reports, documents, and other materials (whether in written form or on magnetic media) produced in in connection with this Agreement shall belong exclusively to the State and shall be deemed to be works made for hire. To the extent that any of these materials may not, by operation of law, be works made for hire, Consultant hereby assigns to the State the ownership of copyright these materials, and the State shall have the right to obtain and hold in its own name or transfer to others, copyrights, and similar protection which may be available in such materials.

12.7 Survival. The provisions of this Section 12 will survive the expiration or earlier termination of this Agreement.

13. The State's Responsibility. The State will reasonably: (i) provide in a timely manner all available information reasonably pertinent to the performance of the Services, including previous reports, drawings, specifications, or other data as Consultant may reasonably request to perform the Services; (ii) give prompt notice to Consultant whenever the State becomes aware of any information that may affect the scope of timing of the Services, and (iii) secure, on behalf of Consultant, access to all public and private property as necessary for the performance of the Services.

14. Confidentiality. Although no confidential information of the State is expected to be disclosed to Consultant in performance of the Services, in the event that during the performance of the Services Consultant may require knowledge and information of a proprietary or confidential nature of the State, Consultant shall receive such knowledge and information in confidence and shall not exploit for its own benefit or the benefit of any Person, publish, or disclose, or authorize any Person to publish, disclose, or make use of such information or knowledge without the prior written consent of the State. Upon State demand, Consultant shall promptly surrender any such information to State.

15. Compliance with Law.

15.1 General Requirements. The Services, and the performance of the Services by Consultant, will comply with all applicable federal, state, and local law including, but not limited to R.I. Gen. Laws § 37-2-1, *et seq.*, the State's Procurement Regulations and General Conditions of Purchase, all of which are incorporated into this Agreement by this reference. This obligation extends to Consultant's agents and Subcontractors.

15.2 The State's Rules, Regulations and Policies. At all times during the Term, Consultant will comply with all applicable rules, regulations and policies of the State from time to time applicable to Persons which contract with the State.

15.3 Agreement Requirements. In addition to provisions in Section 15.2 and 15.3, Consultant will comply with each and every provision listed in this Agreement. This obligation extends to Consultant's agents and Subcontractors.

16. Adequate Assurance of Future Performance. The State may require Consultant to provide the State with adequate assurance that Consultant will perform its obligations in a timely fashion in accordance with this Agreement. In the event that the State requests that Consultant provide adequate assurance,

or a statement by Consultant that Consultant cannot or will not perform in a timely fashion in accordance with this Agreement, or any act of omission of Consultant which makes it, in the State's judgment, improbable at the time that Consultant will perform in accordance with this Agreement shall permit the State to terminate the Agreement under Section 19.

17. Timeliness. TIME IS OF THE ESSENCE IN THIS AGREEMENT. Consultant will perform the Services in such manner as to ensure their completion in accordance with the timetable set forth in the Schedule B - Project Schedule.

18. Force Majeure. Neither the State nor Consultant, however, will be liable for failure or delay in performance due to any cause not reasonably foreseen by, beyond the control of, and without the fault or negligence of either Party; provided that the State or Consultant shall have used its best efforts to avoid such failure or delay in performance, minimized the impact thereof, and rendered prompt written notice thereof when first discovered, fully describing its probable effect and duration. In such event of excusable delay or nonperformance, the State will have the right at its option and without liability to Consultant to cancel by notice to Consultant any or all portions of Consultant's performance so affected and to take such other action as may be necessary. The State may, after ascertaining in the facts and the extent of the delay, extend the time for completing performance when the facts so justify and amend the Schedule B – Project Schedule accordingly. The State will not be liable for any increased costs, including price escalation, beyond the original performance or delivery date, due to causes beyond either party's reasonable control.

19. Term and Termination.

19.1 Term. The Term shall commence on the Effective Date and terminate through and including March 31, 2019, unless earlier terminated or extended pursuant to the terms of this Agreement.

19.2 Termination for Cause. This Agreement may be terminated by either Party upon not less than ten days' written notice, subject to cure within that time period, should the other Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

19.3 Suspension. If State suspends the Project or the Consultant's Services through no fault of the Consultant, the Consultant shall be compensated for reasonable expenses incurred in the interruption and resumption of the Consultant Services. The Consultant's compensation and schedule for the remaining services shall be equitably adjusted. If the Project is suspended or the Consultant's Services are suspended for more than 90 cumulative days, the Consultant may terminate this Agreement by giving not less than ten (10) days' written notice.

19.3 Other Termination. The State may terminate this Agreement at any time: (i) in the event of the unavailability of appropriated or grant funds; (ii) in the absence of a determination of continued need; (iii) for convenience; or (iv) as otherwise provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase or other applicable law. Consultant shall be paid for Services completed and accepted, but Consultant shall not be entitled to lost profits.

19.4 Effect of Termination. Upon termination, neither Consultant nor the State shall have any further obligations under this Agreement; except for (i) the liabilities accrued through the date of

termination; and (ii) the obligations which by the terms survive termination, including, without limitation, the indemnification, confidentiality, and warranty provisions of this Agreement, shall survive termination.

20. Assignment. This Agreement may not be assigned by Consultant without the prior consent of the State. Any attempt to assign any rights, duties, or obligations which arise under this Agreement without such consent will be void.

21. Indemnification. Consultant shall defend, indemnify, and hold the State harmless from and against any all claims, demands, causes of action, losses, obligations, damages, judgments, liabilities, or other costs and expenses (including attorney's fees) which, directly or indirectly, in whole or in part, arise out of or result from: (i) Consultant's breach of any provision of this Agreement; or (ii) the acts or omissions of Consultant, its Subcontractors, and their respective employees or agents.

22. Third-Party Beneficiary. **The User Agency is a disclosed third-party beneficiary of this Agreement and shall have all of the rights and benefits to which such a party is entitled hereunder.** No provisions of this Agreement will in any way inure to the benefit of any other third person so as to constitute any such Person a third-party beneficiary of this Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

23. Notices. All consents, approvals, authorizations, notices, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by personal service, or by certified or registered mail, postage prepaid, return receipt requested to the parties in care of the representatives and at the addresses listed in Section 5 of this Agreement. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided in this Section 23 shall be deemed to be the date of receipt of the notice, demand or request sent. By notice sent in the manner set forth herein, the State and Consultant shall have the right from time to time and at any time during the Term to change their addresses for notices and each shall have the right to specify as its address for notices any other address within the United States of America.

24. Relationship. Nothing in this Agreement is intended to or shall constitute either Party as an agent, legal representative, partner, joint venture, franchisee, employee, or servant of the other for any purpose. Consultant is an independent contractor and responsible for all acts and omissions of its employees, agents, and Subcontractors. Contractor is solely responsible for withholding and paying any and all federal, state, and local taxes, social security payments, and any other taxes or payments which may be due incident to payments made by the State for the Services. No act or order of the State shall be deemed to be the exercise of supervision over, or control of performance of, Consultant hereunder.

25. Election of Remedies. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or equity or by statute or otherwise. The election of one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

26. Complete Contract; Amendment. The terms and conditions of this Agreement constitute the entire agreement between the State and Consultant and supersede all negotiations, agreements, representations, statements, and understandings, whether oral, digital, or written, with respect to the subject matter hereof, and no party hereto shall be bound by nor charged with oral or written agreements,

representations, statements, or understandings not specifically set forth in or incorporated into this Agreement. This Agreement may be amended only by a writing signed by both the State and Consultant.

27. Consent. Whenever in this Agreement, or in any other agreement, or document executed and/or delivered in connection herewith, the consent or approval of the State or Contractor is permitted or required, such consent or approval must be in writing.

28. Validity. In the event that his Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

29. Governing Law. This Agreement has been entered into in the state of Rhode Island and all questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of this state, without reference to its choice of law provisions. Consultant irrevocably consents and submits to the exclusive jurisdiction of the courts of the state of Rhode Island and the United States District Court of Rhode Island, as well as to the jurisdiction of all courts from which an appeal may be taken from such courts, for the purpose of any suit, action, or other proceeding arising out of any of its obligations hereunder, and waives any objection it may have to the venue of any such suit, action or other proceeding in such courts and claim that any such suit, action, or proceeding has been brought in an inconvenient forum. Nothing in this Section 29 shall affect the right of the State to bring any suit, action or proceeding against Consultant or its property in the courts of any other jurisdictions.

30. Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party of its obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default in the performance by the non-waiving Party of the same or any other obligations of hereunder. Failure on the part of the waiving Party to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the waiving Party hereunder. The giving of consent by a Party in any one instance shall not limit or waiver the necessity to obtain such Party's consent in any future instance.

31. Successors and Assigns. This Agreement, and all the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of, and be binding upon, the State and Consultant and their successors and assigns.

32. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution may be effected

by delivery of facsimile or pdf sent via electronic mail of signature pages.

IN WITNESS WHEREOF, the State and Consultant have each caused this Agreement to be executed by its duly authorized signatory.

CONSULTANT:

BLUE SEATS CONSULTING, LLC

By: Constance Casson
Signature

Its: Constance Casson, President
Printed name and title of signatory

11.2.2018
Date

STATE:

STATE of RHODE ISLAND, acting by and through its DEPARTMENT of ADMINISTRATION

By: Michael DiBiase
Signature

Its: Michael DiBiase, Director
Printed name and title of signatory

11/7/18
Date

**SCHEDULE
A**

**Scope of
Work**

Vision: Provide universal access to preschool for all Rhode Island 4-year-olds by 2024.

Desired Outcomes:

The Blue Seats Consulting team will work in collaboration with the Office of the Governor and early childhood education stakeholders to develop two primary deliverables.

- By December 31, 2018, we will deliver an expansion proposal and related documents, including budget documents for FY19-23 for the expansion of Pre-K across Rhode Island to provide universal access.
- By March 31, 2019, we will deliver an implementation plan for the expansion of Pre-K across Rhode Island to provide universal access. This plan will engage stakeholders to address needs in developing the labor force, developing sufficient facilities, providing curricular standards and related training, family engagement and recruiting.

Proposed Timeline:

Date	Action
November Deliverable 1	<ul style="list-style-type: none"> - Confirm vision, scope, and timing - Identify partners for further exploration, specifically on curriculum, staffing, facilities, and preparing communications - Review and provide feedback on PDG grant proposal and map impacts to PreK expansion budget planning - Schedule planning visits - Engage stakeholders to identify best practices in RI and to quantify need and understand cost structures - Review requirements for budget submission documents - Research expansion best practices from PDGs, Race to the Top Early Childhood, and other similar-scaled expansions to produce materials for stakeholder review - Review the system’s current capacity to deliver on its goals and prepare preliminary report with findings and recommendations <ul style="list-style-type: none"> o How does the current mixed system work? For each type of delivery, what is the “delivery chain” from state agency to intermediary to site to classroom? o What does the data tell us about where the gaps are in seats and enrollment? How are these gaps distributed by system type, demographic, income, geography? (Model how to close the gaps – and where – to achieve the goal).

	<ul style="list-style-type: none"> ○ What are the key factors driving the gaps, and where are the constraints the most challenging? What will be the most critical barriers to expansion? (E.g., facilities, human capital, policy, funding). ○ What were the biggest successes of the first four years? What were the biggest barriers to further progress? ○ How strong is the system’s capacity for implementation – operational planning, performance management, mid-course-correction, and consistent focus on the goal? ○ How should Head Start fit into a broader plan for expansion? ○ What will it take to achieve the goal?
<p>December Deliverable 2</p>	<ul style="list-style-type: none"> - Produce first draft of expansion proposal and related budget documents accepted by the State - Develop draft trajectory for achieving the goal <ul style="list-style-type: none"> ○ Baseline: identify the likely trend in seats and enrollment from now to 2025 – broken down by geography, provider, and provider type – if we maintain current course. ○ Benchmarking: Set ambitious but realistic targets broken down by geography, provider, and provider type (based on analysis of gaps in seat coverage from initial capacity review); see what it will take for them to add up to the 2025 goal. Consider experience and evidence from other systems that have scaled up at this rate. ○ Resource requirements (as data are available): For each type of seat, estimate requirements for key inputs (especially facilities and human capital) to meet targets; identify where seats can be opened and by when, and what the key inputs required will be over time. - Begin drafting implementation planning and begin documenting risk analysis - Focus on labor market/workforce development and governance and oversight - Continued engagement of stakeholders - Prepare any legislative language required for budget article and budget projections related to required resources to support implementation - Prepare associated external communication documents and talking points - Prepare data/spreadsheets identifying gaps in seats and enrollment; how are these gaps distributed by system type, demographic, income, geography; and use to inform 5 year budget projections and growth trajectory by community - Identify potential non-state revenues to support implementation and review long-term strategy to incorporate pre-K into state’s education funding formula
<p>January Deliverable 3</p>	<ul style="list-style-type: none"> - Produce final version of expansion proposal and related budget documents for January 17 submission of Governor’s FY20 budget proposal to RI Legislature - Test and validate the assumptions of the draft trajectory through a combination of additional data gathering, interviews with key stakeholders, and field visits to providers and others along the delivery chain where necessary - Prioritize risk analysis for development planning - Focus on facilities - Focus on curriculum and professional development - Continued engagement of stakeholders

<p>February Deliverable 4</p>	<ul style="list-style-type: none"> - Produce first draft of implementation plan - The implementation plan will focus on dividing the work into clear, coherent strategies that represent bodies of work during implementation, e.g.: <ul style="list-style-type: none"> o Construction/procurement of facilities o Licensure of facilities o Human capital recruitment o Human capital development o Policy harmonization o Family and community engagement to drive enrollment - Each strategy will have: <ul style="list-style-type: none"> o Its own metric and definition of success (e.g., number of facilities licensed, teachers recruited) that align with the broader trajectory on seats and enrollment. o A single accountable owner who can work across government to achieve the definition of success (e.g., leader at RIDE for Human Capital, leader at DCYF for licensure). o A clear set of milestones – with dates and owners – for how the definition of success will be delivered through to 2025. o Specification of funding and/or policy changes needed for implementation. - We would translate the trajectory, delivery chains, and strategies into a package for the Legislature that includes aggregate ask for funding over multiple years (and per-pupil over time after that) and broader policy changes needed to break down barriers to implementation. - Prepare staffing plan & advise on hiring & recruitment - Continued engagement of stakeholders collecting feedback on draft implementation plan - Prepare any required updated to budget article and documents related to legislative hearings on proposal
<p>March Deliverable 5</p>	<ul style="list-style-type: none"> - Produce final draft of implementation planning documentation accepted by the State, including presentation - Summarize research, process, and recommendations for use by Office of the Governor and implementation team, including laying out concrete steps for continued coordination, performance management, and benchmarking/stock takes against implementation plan <ul style="list-style-type: none"> o A clear, standardized way of reporting on progress against success measures and quick wins in the plan; o Clear accountability for key owner(s) of the strategies in the plan; o Clear reporting roles and responsibilities for accountable leaders and the governor/governor’s office leaders who hold them accountable; o Identification of key barriers and recommendations for solving them; o A robust, evidence-based discussion of what it will take to stay on track or get back on track; and o Next steps to drive delivery prior to the next stocktake.

Research Base / Comparable Programs:

- Denver Public Schools
- New York City Department of Education
- New Jersey Department of Education
- Vermont Department of Education
- Iowa Department of Education
- Others TBD

Blue Seats Consulting Role throughout the Project:

- Facilitate meetings with Governor's Office, child care providers, institutions of higher education, state agencies, content providers, and funding partners to confirm vision
- Research and present lessons learned from ECE expansion to share with stakeholders to inform program design
- Develop project tracking system to measure progress over the five month project
- Hold weekly meetings to communicate progress on program plans and collectively troubleshoot issues
- 20-25 days on-site

Staffing Plan:

Blue Seats Consulting will engage education and planning experts with the following areas of expertise:

- PreK subject matter expertise. We have secured the commitment of an early childhood expert with Rhode Island connections and leadership experience in a state that has implemented a birth-to-5 program. She will join in an advisory role.
- Project planning and management. Connie Casson will lead the project planning and project management processes and is responsible for budget and plan delivery. Julia Rafal-Baer will contribute in strategy, stakeholder engagement, and presentation.
- Implementation plan. Based on the deliverology model, Blue Seats will retain DeliverEd to assist with the creation of the implementation plan and for the development of an internal process that can be used for continued coordination, performance management, and benchmarking/stock takes against implementation plan.
- Facilitation. Stakeholder engagement is a team sport, and Blue Seats has secured experienced facilitators to conduct interviews, synthesize findings, and prepare presentation materials.
- Budget planning. Blue Seats has secured the help of an experienced leader with LEA and SEA budget development and management experience to help prepare acceptable materials for consideration by the RI Legislature.
- Academic research. We have secured the help of an experienced researcher to do the lifting on research from prior implementations.
- Graphic design. Blue Seats has worked with an experienced, creative graphic designer to create appealing materials.

SCHEDULE B

Project Schedule

Deliverable 1 – November 30, 2018

Deliverable 2 – December 31, 2018

Deliverable 3 - January 31, 2019

Deliverable 4 – February 28, 2019

Deliverable 5 - March 31, 2019

SCHEDULE

C

Project Budget and Payment Schedule

The total cost of this Project is Two-Hundred and Fifty Thousand and 00/100 (\$250,000.00) Dollars, including any and all charges, fees, costs and expenses. Payment shall be made for each Deliverable in accordance with Section 7 after State's acceptance of such deliverable in Schedule A - Scope of Work and in accordance with Schedule B – Project Schedule.

Deliverable 1: \$50,000

Deliverable 2: \$50,000

Deliverable 3: \$50,000

Deliverable 4: \$50,000

Deliverable 5: \$50,000

SCHEDULE

D

Consultant Personnel Schedule and Subcontractor Schedule

Consultant:

Connie Casson will lead the project planning and project management processes and is responsible for budget and plan delivery.

Julia Rafal-Baer will contribute in strategy, stakeholder engagement, and presentation.

Kristine Frech and Craig Chin will assist
with content and project management.

Subcontractor:

Delivery Associates, Ltd.

Subcontractor Personnel:

For Deliver Associates, Ltd: Nick Rodriguez,

Corey Gordon, Alex Harris, Gabe Hatcher