FOR OSEC OFFICE USE ONLY

Tracking: ____________________

Signature Request Cover Sheet

Contracts That Require the Secretary's Signature

Division – Vendor – Internal Number

To: Christen Linke Young, Cabinet Secretary

From: Rick Williamson **Date Sent:** May 29, 2026

Please allow at least **5 BUSINESS DAYS** for Secretary's signature.

Why does this require the Cabinet Secretary's attention?

☐ **DOES NOT REQUIRE CABINET SECRETARY SIGNATURE**
N/A Delegation Agreement # 1 must be typed on the Secretary line. DO NOT LEAVE BLANK.

✓ Contract totaling $5,000,000.00 ($5M) or more

☐ Current State Employee

☐ Recently Separated Employee (Within Two Years)

☐ MOA/MOU's with organizations that establish new projects/partnerships

☐ Contract or MOU/MOA with other State agency that establishes new projects/partnerships (MOU/MOA's between two DHSS Divisions do not require the Secretary's Signature)

Action Requested:

✓ Cabinet Secretary's Signature

OSEC Office Use Only

Approved for E-Signature

Julie Devlin, Esq.
Chief of Staff

Christen Linke Young
DHSS Cabinet Secretary

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
OFFICE OF THE SECRETARY
Contracts Management and Procurement

CONTRACTING ROUTING REQUEST FORM

DIVISION INFORMATION

Division: **DPH**
Contact Person: Rick Williamson   Contact Info: Ricky.Williamson@delaware.gov

CONTRACT INFORMATION

RFP#: HSS-26-061 | PSA | 26-292
Name of Services: Medical School Partnership
Date: 6/1/2026 – 9/30/2027   Amount: $ 16,755,461.00   Amendment: $ N/A
Purpose of Amendment: N/A
Note: Contracts >$5M require OGOV review

VENDOR INFORMATION

UEI #: R8JEVL4ULGB7
Vendor Name: Thomas Jefferson University
Address: 1020 Walnut Street Philadelphia, PA 19107
Contact: Joseph Cacchione, CEO   Contact Info: Joe.G.Cacchione@jefferson.edu
Signer: Joseph Cacchione, CEO   Signer Info: Joe.G.Cacchione@jefferson.edu

DIVERSITY INFORMATION

☐ Disadvantaged Business Enterprise (DBE)	☐ Individual with Disabilities Owned (IWDBE)
☐ Minority Business Enterprise (MBE)	☐ Veteran Owned Business (VOBE)
☐ Woman Business Enterprise (WBE)	✓ None/Not Applicable

FISCAL INFORMATION

PO#: NUMBER

Account: 55051	**Activity**: INFRAST	**Grant Award**: RHTCMS3320530101
Bud Ref: 2026	**Appropriation**: 41328	**FAIN:** 3320530101
Dept: 350520	**PC Bus Unit**: 35051701	**CFDA #:** 93.78
Fund: 225	**Project**: 25884	**SAI #**: 6978

ITEMS FOR REVIEW	SELECT
PROCUREMENT	
1. Is this contract the result of an RFP or Waiver?	✓ YES | ☐ NO[i] | ☐ N/A
If no, at least one Minority, Woman, Veteran, -owned business and/or business owned by a disabled person and/or small business must be contacted for this service. If no, and the services are between $100k-$150k, you must have three written quotes. If you do not, reach out to CMP for guidance.	☐ YES | ✓ NO[i] | ☐ N/A
2. Is this contract a renewal?	☐ YES | ✓ NO[i] | ☐ N/A
3. Was this contract modified?	✓ YES | ☐ NO
a. If yes, was it approved by the DAG?	✓ YES | ☐ NO[i]| ☐ N/A
4. Contract Requirements Needed: **a.** ADCS Must Review Prior to Submission. **b.** Acronyms Defined on First Use **c.** Defined Start and End Dates **i.** Correct Start and End Dates **d.** Business License or 501 © (3) **e.** Professional License **f.** Current COI **g.** Two SAM.gov Reports **h.** Contracted Needs Routed 45 Days Before 6/1/2026. NO AFTER THE FACT CONTRACTS WILL BE ACCEPTED.	**REMINDER**
NOTES	
FISCAL	
5. Have funds been appropriated for this contract?	✓ YES | ☐ NO[i] | ☐ N/A
6. Is a FFATA Report required?	✓ YES | ☐ NO[i] | ☐ N/A
7. Does this include ARPA Funding? Includes SLFRF and Direct Grants. If yes, the below must be completed. **a.** T's & C's must be included. **b.** Angela Taylor must initial. **c.** FFATA Report	☐ YES | ✓ NO | ☐ N/A
8. Provide proof of: **a.** Two SAM.gov Reports **b.** Detailed Line-Item Appendix **c.** Special Requirements (Usually Appendix A) **d.** Statement of Work	**REMINDER**
NOTES	

INFORMATION TECHNOLOGY

Contract Status	New BAA Needed?	New DTI Agreement Needed?
New Contract	Required	Required

ITEMS FOR REVIEW		SELECT
Renewal Via New PSA Extension via Amendment	Required Not Required	Required Not Required
9. Is a BAA required?		✓ YES | ☐ NO
10. Is the DTI Agreement required?		✓ YES | ☐ NO
a. Is Encryption Status Inquiry Document included?		✓ YES | ☐ NO
b. What level of Cyber Liability is needed?		N/A - Not Required
c. Is a Project Charter Required?		☐ YES | ✓ NO
d. Is a Business Case Required?		☐ YES | ✓ NO
ROUTING – FOR CMP		
11. If this is an amendment, and it was originally signed by IRM they must be included in routing for signing.		**REMINDER**
12. Was the envelope completed in DocuSign and in the Subject line include the following information, in this order, after the colon: **Subject: DPH – Thomas Jefferson University – 26-292** Copy and paste the following into the body of the email being sent: • **Vendor:** Thomas Jefferson University • **Services:** Medical School Partnership • RFP#: HSS-26-061 | PSA | 26-292 • Contract Start and End Dates: 6/1/2026 - 9/30/2027 • Total contract dollar amount: $16,755,461.00 • Funding source(s) and amount(s); E.g., General Funds (GF), Appropriated Special Fund (ASF), Non-state Funds (NSF), or Other.		**REMINDER**
NOTES		

ITEMS FOR REVIEW	SELECT
REMINDERS	

<u>In Bonfire:</u>

1. Upload the routed and signed envelope.
   a. Upload the DE Business License (or 501 © 3 IRS Exemption Letter)
      1. Annually, ensure that you have an updated state of Delaware Business License for all Contractors. 501 c (3) non-profits are exempt from business license requirements. 501 © 3 non-profits should submit an IRS Exemption letter. A current license or an IRS Exemption letter should be included in your envelope.
   b. Upload the Insurance Declaration Sheet (COI).
      1. Annually, ensure that you have an updated insurance declarations page or insurance letter in the name of the Contractor/ Vendor, with appropriate DHSS policy limits and with DHSS listed as the Certificate Holder. Current documents should be included in your envelope.
   c. Set reminders for their expirations at least 30 days out.

THRESHOLDS

1. All contracts must be executed in accordance with current small purchase procedures and thresholds:
   A. **Materiel (ITB)**
      a. 29 DE Code § 6923
         i. Commodities / Materiel (food, tools, clothing, etc.)
            1. Less than $50,000 – Open Market Purchase
            2. $50,000 - $99,999.99 – 3 Written Quotes
            3. $100,000 and over – Formal Bid
            4. Based on annual spend
   B. **Non-Professional Services (RFP)**
      a. 29 DE Code § 6924
         i. Non-Professional (generic) Services where lowest price is not the sole consideration.
            1. Less than $50,000 – Open Market Purchase
            2. $50,000 - $99,999.99 – 3 Written Quotes
            3. $100,000 and over – Formal Bid
            4. Based on annual spend
   C. **Professional Services (RFP)**
      a. 29 DE Code § § 6981, 6982
         i. Services requiring specialized education, training, or knowledge (engineering, medical, consulting, etc.).
            1. Less than $99,999.99 – Open Market
            2. $99,999.99 - $149,999.99 – 3 Written Quotes
            3. $150,000 and over – Formal RFP Process
            4. Based on life of the contract

ITEMS FOR REVIEW	SELECT

DS
KJ
CMP Initial Review

DS
RW
Division Review

Division of Public Health-Contract Review Sheet

Section Name: Public Health Resources **Program Name ONLY:**	**Section OPU #: 35051701**	**Contract # 26-292**
Section Contact Person Email: **katherine.hughes@delaware.gov** **Program Contact Person Email:** **Chelsea.kammermeier@delaware.gov**	**Phone #: 302-526-0963** **Phone #: 302-317-1031**	**CFDA #: 93.78** **CATS #: N/A**

IT Component to Contract: Yes☐ No☒ If Yes, BCS# **FFATA** **Yes ☒**

DTI Agreement Required: Yes **Encrypted Data at Rest:** Yes **# of PII records Accessed:** Not Required

Vendor Name: Thomas Jefferson University **Complete Vendor Address:** 1020 Walnut Street Philadelphia, PA 19107	**E.I. #: 23-1352651**	**RFP # HSS-26-061**
	UEI #: R8JEVL4ULGB7	**RFP Name: Medical School Partnership** **Renewal? N** **Renewals Remaining #: 4**

Contractor Organization Classification-Supplier Diversity (Check all that apply)

☐ **Women Business Enterprise (WBE)** ☐ **Disadvantaged Business Enterprise (DBE)**

☐ **Minority Business Enterprise (MBE)** ☐ **Veteran Owned Business Enterprise (VOBE)**

☐ **Individuals with Disabilities Owned Business Enterprise (IWDBE)**

Term of Contract: 6/1/2026 **to** 9/30/2027
Term of Amendment: Click or tap to enter a date. **to** Click or tap to enter a date.
Amendment Effective Date: Click or tap to enter a date.
Amendment #: Choose an item.

If not the result of a RFP:
REQUIRED 3 Quotes Attached? (1 diverse vendor required) Y/N – If contract totals $100,000.00 - $149,999.99

SERVICES TO BE PROVIDED: Thomas Jefferson University will establish a medical school and create an innovative medical education pipeline.

BUDGET TRACKING:
Bud Ref: 2026 Fund: 225 Dept: 350520 Oper. Unit: 35051701 Appr: 41328 Acct:55051 Project: 25884 Activity: INFRAST SAI # 000006978 Grant Award # RHTCMS3320530101 $16,755,461.00

SOURCE OF FUNDS	Total Amount of Original Contract (including all previous amendments)	Amount of Current Amendment (-INCREASE or DECREASE amount only)
General Funds:		
Appropriated Special Fund #:		
NSF Appropriation #: 41328	16,755,461.00	

(ORIGINAL contract $ +/- Amendment amount) = COMPLETE Contract Total: $16,755,461.00

EXEMPTIONS TO THE DELEGATION AGREEMENTS

(Checking any of the conditions listed below will require Secretary's Office Review and Signature)

- [x] Exceeds $5,000,000.00
- [ ] Existing State Employees and with Former State Employees (2 Years)
- [ ] Contract/MOU with other State agencies outside of DHSS

DEPARTMENT REQUIREMENTS

(Checking any of the conditions listed below will require Department Review and Signature)

- [x] DAG Review and Approval
- [ ] Special Funding
- [ ] Waiver/ Result of a Waiver
- [x] Exceeds $500,000.00
- [ ] Exceeds Two (2) Years
- [ ] Tech Contract: Requiring NO IRM Review
- [ ] Contract for Management Consulting
- [ ] Construction Contract
- [ ] Deviates from Standard Boilerplate
- [ ] Amendment- Secretary Proxy Signed Original-Proxy MUST Sign Amendment
- [ ] Amendment- Secretary Signed Original-Secretary MUST Sign Amendment
- [ ] IRM Review and Approval-With One (1) Additional Qualifying Requirement

OFFICE USE ONLY

BCG Internal Review

- [ ] Bill
- [x] Rick DS RW
- [ ] Su
- [ ] Emily
- [ ] Stacey
- [ ] Maurica

RECEIVED 5/29/2026 MKH

COI 7/1/2026; BUS N/A; BAA, DTI, DAG

CONTRACT CERTIFICATION

In reference to the attached contract, I hereby certify the following:

1) Funds have been appropriated and budgeted for this contract.

   ☑ Yes ☐ No ☐ N/A

2) Federal Funds are available in the grant for this purpose.

   ☑ Yes ☐ No ☐ N/A

3) If this contract was not included in a budget/grant, what specific item will not get funded in order to utilize the funds for this contract? Please specify:

   ______________________________ or ☑ N/A

4) If a transfer of funds is involved, the transfer has been approved.

   ☐ Yes ☐ No ☑ N/A

ASSURANCE

☐ The DHSS Secretary has been informed of and approved any significant policy changes.

Certification: Signed by: Tesha Quail for Steven Blessing
F98BD5BEFE02417...
Steven L. Blessing, MA
Division of Public Health, Director

5/29/2026
Date

Division: DS RW

SUPPLIER DIVERSITY FORM

COMPANY NAME___Thomas Jefferson University__________________

NAME OF AUTHORIZED REPRESENTATIVE (Please print)
___Kerry Rapp ____

SIGNATURE Kerry Rapp ____

COMPANY ADDRESS____1101 Market Street, Philadelphia, PA 19107__________

TELEPHONE #___(215) 503-0418__________________________________

FAX #____

EMAIL ADDRESS___kerry.rapp@jefferson.edu___________________________

FEDERAL EI# _R8JEVL4ULGB7_______________________________

STATE OF DE BUSINESS LIC#__26-93887-19______________________

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications **(Please circle)**

Women Business Enterprise (WBE)	Yes/No
Minority Business Enterprise (MBE)	Yes/No
Veteran owned Business (VOBE)	Yes/No
Service Disabled Veteran Owned (SDVOBE)	Yes/No
Individual with Disabilities Owned (IWDBE)	Yes/No

Please check one---Corporation __X__
Partnership_______Individual _______

Exclusions

Entity Information

THOMAS JEFFERSON UNIVERSITY

Active Registration

Unique Entity ID
R8JEVL4ULGB7

CAGE/NCAGE
0GD96

Expiration Date
Apr 24, 2027

Physical Address
1020 Walnut ST STE 1
Philadelphia, Pennsylvania
19107-5567, United States

Mailing Address
1101 Market Street
Philadelphia, Pennsylvania
19107-5543, United States

Purpose of Registration
All Awards

Version

Current Record

EXCLUSIONS

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

SAM.GOV®

Search | All Words | e.g. 1606N020Q02 | Search Results | Saved Searches

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search | **Search Editor**

- Any Words
- All Words
- Exact Phrase

e.g. 123456789, Smith Corp

"Joseph Cacchione" ×

Classification

Excluded Individual

Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

Location

Dates

Reset

Entity Information | **Entities** | **Disaster Response Registry** | **Responsibility / Qualification** | **Exclusio**

No matches found

We couldn’t find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

Internal Revenue Service
District Director

Depar...ent of the Treasury

Date: FEB 1 1988

Form Number: 990

Periods Ended: 8506

Thomas Jefferson University
1020 Walnut Street
Philadelphia, Pa. 19107
Attn:F.J.O'Brien, Controller

We are pleased to tell you that as a result of our examination for the above periods we will continue to recognize your organization as tax-exempt.

We have indicated below whether there is a change in your liability for the unrelated business income tax as provided by sections 511 through 515 of the Internal Revenue Code.

[x] There is no change.

[ ] You will receive an examination report explaining the proposed adjustments.

Thank you for your cooperation.

Sincerely yours,

Teddy R. Kern

District Director

Exhibit E

Letter 988 (DO) (7-77)

Internal Revenue Service
District Director

De tment of the Treasury

Date: 14 JUL 1982

Employer Identification Number:
23-1352651
Accounting Period Ending:
June
Form 990 Required: [X] Yes [ ] No

Person to Contact:
Mrs. S. Pratt
Contact Telephone Number:
(215) 597-4168

Thomas Jefferson University
1020 Walnut St.
Philadelphia, PA 19107

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(1) and 170(b)(1)(A)(iii).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than $10,000. If a return is required, it must be filed by the 15th day of of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, when a return is filed late, unless there is reasonable cause for the delay.

(over)

P.O. Box 260, Newark, NJ 07101

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees.

If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Cornelius J. Coleman

Cornelius J. Coleman
District Director

This organization has been recognized as tax exempt since July 1932.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/22/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Mountain Laurel RRG, Inc.
3803 West Chester Pike, Ste.160
Newtown Square, PA 19073
Attn: healthcare.accountscss@marsh.com/Fax: 212-948-1307

CN101548654-TJU-1-25-26

CONTACT NAME: Dianne P. Salter
PHONE (A/C, No, Ext): 610-225-6220 **FAX (A/C, No):** 610-225-6230
E-MAIL ADDRESS: SalterD@corpins.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mountain Laurel Risk Retention Group, Inc.	11547
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Thomas Jefferson University
1101 Market Street
Philadelphia, PA 19107

COVERAGES **CERTIFICATE NUMBER:** CLE-007487677-04 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:			TJU-GL21	07/01/2025	07/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			TJU-PL21	07/01/2025	07/01/2026	Per Claim	$1,000,000
							Aggregate All Claims	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

Delaware Department of Health
and Social Services
Division of Public Health
Edgehill Shopping Center
43 S. DuPont Hwy
Dover, DE 19901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dianne P Salter

Docusign Envelope ID: FA826B36-A850-8716-814F-CE3EA09C12FA

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh USA LLC
30 South 17th Street
Philadelphia, PA 19103
Attn: healthcare.accountscss@marsh.com Fax: 212-948-1307

CN101548654--Cyber-25-26

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Excess and Surplus Insurance, Inc.	17520
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Thomas Jefferson University
1101 Market Street
Philadelphia, PA 19107

COVERAGES **CERTIFICATE NUMBER:** CLE-007487678-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Risk			D2F6E1250501 SIR $3,500,000	07/01/2025	07/01/2026	Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

Delaware Department of Health
and Social Services
Division of Public Health
Edgehill Shopping Center
43 S. DuPont Hwy
Dover, DE 19901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") is made effective as of June 1, 2026, ("Effective Date"), by and between Thomas Jefferson University ("Business Associate"), and the State of Delaware, Department of Health and Social Services, Division of Public Health ("Covered Entity") (collectively, the "Parties").

1. RECITALS.

WHEREAS, The Parties have entered, and may in the future enter, into one or more arrangements or agreements (the "Agreement") which require the Business Associate to perform functions or activities on behalf of, or services for, Covered Entity or a Covered Entity Affiliate ("CE Affiliate") that involve the use or disclosure of either (a) Protected Health Information ("PHI") that is subject to the final federal Privacy, Security, Breach Notification and Enforcement Rules (collectively the "HIPAA Rules") issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (the Act including the HIPAA rules shall be referred to as "HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), or (b) health information relating to substance abuse and treatment ("Part 2 PHI") protected under the Federal Confidentiality of Alcohol and Drug Abuse Patient Records law and regulations, 42 USC § 290dd-2 and 42 CFR Part 2 (collectively, "Part 2"), as each is amended from time to time.

The purpose of this BAA is to set forth the obligations of the Parties with respect to such PHI and Part 2 PHI.

WHEREAS, Business Associate provides professional services for Covered Entity pursuant to a contract dated June 1, 2026 and such other engagements as shall be entered into between the parties in the future in which Covered Entity discloses certain PHI or Part 2 PHI to Business Associate (collectively, the "Master Agreement");

WHEREAS, Business Associate, in the course of providing services to Covered Entity, may have access to PHI and may be deemed a business associate for certain purposes under HIPAA;

WHEREAS, Business Associate is also a Qualified Service Organization ("QSO") under Part 2 and must agree to certain mandatory provisions regarding the use and disclosure Part 2 PHI;

WHEREAS, the Parties contemplate that Business Associate may obtain PHI, with Covered Entity's knowledge and consent, from certain other business associates of Covered Entity that may possess such PHI; and

WHEREAS, Business Associate and Covered Entity are entering into this BAA to set forth Business Associate's obligations with respect to its handling of the PHI, whether such PHI was obtained from another business associate of Covered Entity or directly from Covered Entity;

NOW, **THEREFORE**, for mutual consideration, the sufficiency and delivery of which is acknowledged by the Parties, and upon the premises and covenants set forth herein, the Parties agree as follows:

2. DEFINITIONS.

Unless otherwise defined herein, capitalized terms used in this BAA shall have the meanings ascribed to them in HIPAA or the Master Agreement between Covered Entity and Business Associate, as applicable.

2.1. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

To the extent that Business Associate is provided with or creates any PHI on behalf of Covered Entity and is acting as a business associate of Covered Entity, Business Associate agrees to comply with the provisions of HIPAA applicable to business associates, and in doing so, represents and warrants as follows:

2.2. USE OR DISCLOSURE

Business Associate agrees to not use or disclose PHI other than as set forth in this BAA, the Master Agreement, or as required by law.

2.3. SPECIFIC USE OF DISCLOSURE

2.3.1. Except as otherwise limited by this BAA, Business Associate may:

a. Use or disclose PHI to perform data aggregation and other services required under the Master Agreement to assist Covered Entity in its operations, as long as such use or disclosure would not violate HIPAA if done by Covered Entity, or HIPAA permits such use or disclosure by a business associate; and

b. Use or disclose PHI for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that with respect to disclosure of PHI, such disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and

c. De-identify PHI and maintain such de-identified PHI indefinitely, notwithstanding Section 4 of this Agreement, provided that all identifiers are destroyed or returned in accordance with the Privacy Rule.

2.3.2. Minimum Necessary

Business Associate agrees to take reasonable efforts to limit requests for, or uses and disclosures of, PHI to the extent practical, a limited data set, otherwise to the minimum necessary to accomplish the intended request, use, or disclosure.

2.3.3. Safeguards

a. Business Associate shall establish appropriate safeguards, consistent with HIPAA, that are reasonable and necessary to prevent any use or disclosure of PHI not expressly authorized by this BAA.

b. To the extent that Business Associate creates, receives, maintains, or transmits Electronic PHI, Business Associate agrees to establish administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Privacy Rule and Security Rule.

c. The safeguards established by Business Associate shall include securing PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity in accordance with the standards set forth in HITECH Act § 13402(h) and any guidance issued thereunder.

d. Business Associate agrees to provide Covered Entity with such written documentation concerning safeguards as Covered Entity may reasonably request from time to time.

2.4. AGENTS AND SUBCONTRACTORS

2.4.1. Business Associate agrees to obtain written assurances that any agents, including subcontractors, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including the requirement that it agree to implement reasonable and appropriate safeguards to protect Electronic PHI that is disclosed to it by Business Associate

2.4.2. To the extent permitted by law, Business Associate shall be fully liable to Covered Entity for any and all acts, failures, or omissions of Business Associate's agents and subcontractors in any breach of their subcontracts or assurances to Business Associate as though they were Business Associate's own acts, failures, or omissions.

2.5. REPORTING

2.5.1. Within five (5) business days of discovery by Business Associate, Business Associate agrees to notify Covered Entity in writing of any use or disclosure of, or Security Incident involving, PHI, including any Breach of Unsecured PHI, not provided for by this BAA or the Master Agreement, of which Business Associate may become aware.

a. In the notice provided to Covered Entity by Business Associate regarding unauthorized uses and/or disclosures of PHI, Business Associate shall describe the remedial or proposed mitigation efforts required under Section 1.6 (Mitigation) of this BAA.

b. Specifically with respect to reporting a Breach of Unsecured PHI, Business Associate agrees to must include the identity of the individual(s) whose Unsecured PHI was Breached in the written notice provided to Covered Entity, and any additional information required by HIPAA.

c. Business Associate agrees to cooperate with Covered Entity upon report of any such Breach so that Covered Entity may provide the individual(s) affected by such Breach with proper notice as required by HIPAA.

2.6. MITIGATION

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or the Master Agreement.

2.7. AUDITS AND INSPECTIONS

Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available to the Secretary, in a time and manner mutually agreed to by the Parties or designated by the Secretary, for purposes of the Secretary determining the Covered Entity's compliance with HIPAA.

2.8. ACCOUNTING

2.8.1. Business Associate agrees to document and report to Covered Entity, within fourteen (14) days, Business Associate's disclosures of PHI so Covered Entity can comply with its accounting of disclosure obligations in accordance with 45 C.F.R § 164.528 and any subsequent regulations issued thereunder.

2.8.2. Business Associate agrees to maintain electronic records of all such disclosures for a minimum of six (6) calendar years.

2.9. DESIGNATED RECORD SET

2.9.1. While the Parties do not intend for Business Associate to maintain any PHI in a designated record set, to the extent that Business Associate does maintain any PHI in a designated record set, Business Associate agrees to make available to Covered Entity PHI within fourteen (14) days:

a. For Covered Entity to comply with its access obligations in accordance with 45 C.F.R § 164.524 and any subsequent regulations issued thereunder; and

b. For amendment upon Covered Entity's request and incorporate any amendments to PHI as may be required for Covered Entity comply with its amendment obligations in accordance with 45 C.F.R § 164.526 and any subsequent guidance.

2.10. HITECH COMPLIANCE DATES

Business Associate agrees to comply with the HITECH Act provisions expressly addressed, or incorporated by reference, in this BAA as of the effective dates of applicability and enforcement established by the HITECH Act and any subsequent regulations issued thereunder.

3. PART 2 QSO COMPLIANCE.

a. To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits Part 2 PHI, Business Associate acknowledges and agrees that it is a QSO for the purpose of such federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 regulations; and, if necessary will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by the Part 2 regulations.

b. Notwithstanding any other language in this Agreement, Business Associate acknowledges and agrees that any patient information it receives from Covered Entity that is protected by Part 2 is subject to protections that may prohibit Business Associate from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.

c. Business Associate acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

3.1. OBLIGATIONS OF COVERED ENTITY.

3.1.1. Covered Entity agrees to notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 C.F.R § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.1.2. Covered Entity agrees to notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, including disclosure of data to insurers and health plans when the patient pays for medical services in full and requests that such notification not be made, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3.1.3. Covered Entity agrees to notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.1.4. Covered Entity agrees to limit its use, disclosure, and requests of PHI under this BAA to a limited data set or, if needed by Covered Entity, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure, or request.

4. TERM AND TERMINATION.

4.1. TERM

This BAA shall become effective upon the Effective Date and, unless otherwise terminated as provided herein, shall have a term that shall run concurrently with that of the last expiration date or termination of the Master Agreement.

4.2. TERMINATION UPON BREACH.

4.2.1. Without limiting the termination rights of the Parties pursuant to the Master Agreement, upon either Party's knowledge of a material breach by the other Party to this BAA, the breaching Party shall notify the non-breaching Party of such breach and the breaching party shall have fourteen (14) days from the date of notification to the non-breaching party to cure such breach.

4.2.2. In the event that such breach is not cured, or cure is infeasible, the non-breaching party shall have the right to immediately terminate this BAA and those portions of the Master Agreement that involve the disclosure to Business Associate of PHI, or, if non-severable, the Master Agreement.

4.3. TERMINATION BY EITHER PARTY

Either Party may terminate this BAA upon provision of thirty (30) days' prior written notice.

4.4. EFFECT OF TERMINATION.

4.4.1. To the extent feasible, upon termination of this BAA or the Master Agreement for any reason, Business Associate agrees, and shall cause any subcontractors or agents to return or destroy and retain no copies of all PHI received from or created or received by Business Associate on behalf of, Covered Entity

4.4.2. Business Associate agrees to complete such return or destruction as promptly as possible and verify in writing within thirty (30) days of the termination of this BAA to Covered Entity that such return or destruction has been completed.

4.4.3. If not feasible, Business Associate agrees to provide Covered Entity notification of the conditions that make return or destruction of PHI not feasible.

4.4.4. Upon notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate agrees to extend the protections of this BAA to such PHI for as long as Business Associate maintains such PHI.

4.4.5. Without limiting the foregoing, Business Associate may retain copies of PHI in its workpapers related to the services provided in the Master Agreement to meet its professional obligations.

5. MISCELLANEOUS.

5.1. REGULATORY REFERENCES

A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

5.2. AMENDMENT

5.2.1. The Parties acknowledge that the provisions of this BAA are designed to comply with HIPAA and agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA.

5.2.2. Regardless of the execution of a formal amendment of this BAA, the BAA shall be deemed amended to permit the Covered Entity and Business Associate to comply with HIPAA.

5.3. METHOD OF PROVIDING NOTICE

5.3.1. Any notice required to be given pursuant to the terms and provisions of this BAA shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each Party at the addresses listed in the Master Agreement currently in effect between Covered Entity and Business Associate

5.3.2. Any such notice shall be deemed to have been given if mailed as provided herein, as of the date mailed.

5.4. PARTIES BOUND

5.4.1. This BAA shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives, successors, and assigns.

5.4.2. Business Associate may not assign or subcontract the rights or obligations under this BAA without the express written consent of Covered Entity

5.4.3. Covered Entity may assign its rights and obligations under this BAA to any successor or affiliated entity.

5.5. NO WAIVER

5.5.1. No provision of this BAA or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach.

5.5.2. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

5.6. EFFECT ON MASTER AGREEMENT

5.6.1. This BAA together with the Master Agreement constitutes the complete agreement between the Parties and supersedes all prior representations or agreements, whether oral or written, with respect to such matters

5.6.2. In the event of any conflict between the terms of this BAA and the terms of the Master Agreement, the terms of this BAA shall control unless the terms of such Master Agreement are stricter, as determined by Covered Entity, with respect to PHI and comply with HIPAA, or the Parties specifically otherwise agree in writing.

5.6.3. No oral modification or waiver of any of the provisions of this BAA shall be binding on either party.

5.6.4. No obligation on either party to enter into any transaction is to be implied from the execution or delivery of this BAA.

5.7. INTERPRETATION

Any ambiguity in this BAA shall be resolved to permit the Covered Entity to comply with HIPAA and any subsequent guidance.

5.8. NO THIRD-PARTY RIGHTS

Except as stated herein, the terms of this BAA are not intended, nor should they be construed to grant any rights, remedies, obligations, or liabilities whatsoever to parties other than Business Associate and Covered Entity and their respective successors or assigns.

5.9. APPLICABLE LAW

This BAA shall be governed under the laws of the State of Delaware, without regard to choice of law principles, and the Delaware courts shall have sole and exclusive jurisdiction over any dispute arising under this Agreement.

5.10. JUDICIAL AND ADMINISTRATIVE PROCEEDINGS

5.10.1. In the event that Business Associate receives a subpoena, court or administrative order, or other discovery request or mandate for release of PHI, Business Associate agrees to collaborate with Covered Entity with respect to Business Associate's response to such request.

5.10.2. Business Associate shall notify Covered Entity within seven (7) days of receipt of such request or mandate.

5.11. TRANSMITTING ELECTRONIC PHI

Electronic PHI transmitted or otherwise transferred from between Covered Entity and Business Associate must be encrypted by a process that renders the Electronic PHI unusable, unreadable, or indecipherable to unauthorized individuals within the meaning of HITECH Act § 13402 and any implementing guidance including, but not limited to, 42 C.F.R § 164.402.

IN WITNESS WHEREOF, the Parties hereto have executed this BAA to be effective on the date set forth above.

Thomas Jefferson University	**Department of Health & Social Services Division of Public Health**
By: DocuSigned by: Joseph Cacchione 8271827D2589484...	By: Signed by: Tesha Quail for Steven Blessing F98BD5BEFF02417...
Name: Joseph Cacchione	Name: Steven L. Blessing, MA
Title: CEO	Title: Director
Date: 5/29/2026	Date: 5/29/2026

STATE OF DELAWARE
DEPARTMENT OF TECHNOLOGY AND INFORMATION
801 Silver Lake Blvd., Dover, Delaware 19904

PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

Contract/Agreement # 26-292, Appendix DTI

between State of Delaware and Thomas Jefferson University dated June 1, 2026

This document shall become part of the final contract.

	Public Data	Non Public Data	
1	✔	✔	**Data Ownership:** The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.
2	✔	✔	**Data Usage:** The PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum necessary to accomplish the intended purpose under this agreement. PROVIDER may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State's *Terms and Conditions Governing Cloud Services and Data Usage Policy*), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information. No party related to the PROVIDER or contracted by the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.
3	✔	✔	**Termination and Suspension of Service:** In the event of termination of the contract, PROVIDER shall implement an orderly return of State of Delaware data in CSV, XML, or another mutually agreeable format. The PROVIDER shall guarantee the subsequent secure disposal of State of Delaware data. a) Suspension of services: During any period of suspension, contract negotiation, or disputes, the PROVIDER shall not take any action to intentionally erase any State of Delaware data. b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally erase any State of Delaware data for a period of ninety (90) days after the effective date of the termination. All obligations for protection of State data remain in place and enforceable during this 90-day period. After such 90-day period has expired, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally or contractually prohibited, dispose of all State of Delaware data in its systems or otherwise in its possession. Within this 90-day timeframe, the PROVIDER will continue to secure and back up State of Delaware data covered under the contract. c) Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement. d) Secure Data Disposal: When non-public data is provided by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods after ninety (90) days of the contract termination. The PROVIDER shall provide written certificates of destruction to the State of Delaware.

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4		✔	**Data Location:** The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER will permit its personnel and subcontractors to access State of Delaware data remotely only as required to provide technical or call center support.
5		✔	**Encryption:** The PROVIDER shall encrypt all non-public **data in transit** regardless of the transit mechanism. For engagements where the PROVIDER stores sensitive personally identifiable or otherwise confidential information, this data shall be **encrypted at rest.** The PROVIDER's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the PROVIDER cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the Terms and Conditions Governing Cloud Services and Data Usage Policy.
6		✔	**Breach Notification and Recovery:** The PROVIDER must notify the State of Delaware at eSecurity@delaware.gov immediately or within 24 hours of any determination of the breach of security as defined in 6 Del. C. §12B-101(2) resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. The PROVIDER shall send a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach. The PROVIDER will continue to send any and all reports subsequent to the preliminary written report. The PROVIDER shall meet and confer with representatives of DTI regarding required remedial action in relation to any such data breach without unreasonable delay. If data is not encrypted (*see* CS3, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's *Terms and Conditions Governing Cloud Services and Data Usage Policy*) by PROVIDER or its subcontractors. The PROVIDER will assist and be responsible for all costs to provide notification to persons whose information was breached without unreasonable delay but not later than sixty (60) days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; or 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State will retain all determining authority for breach accountability and responsibility. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless. The PROVIDER shall not issue a media notice without the approval of the State.
7		✔	**Background Checks:** The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a federally compliant (IRS Pub 1075 2.C.3) criminal background check. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract,

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			have no convictions, pending criminal charges, or civil suits related to any crimes of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of one (1) year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the PROVIDER's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.
8		✔	**Security Logs and Reports:** The PROVIDER shall allow the State of Delaware access to system security logs that affect this engagement, its data, and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.
9		✔	**Sub-contractor Flowdown:** The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.
10		✔	**Contract Audit:** The PROVIDER shall allow the State of Delaware to audit conformance including contract terms, system security, and data centers, as appropriate. The State of Delaware may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least thirty (30) days advance written notice and shall not unreasonably interfere with the PROVIDER's. business. In lieu of performing its own audit, the State may request the results of a third party audit from the PROVIDER or an attestation of compliance.
11		✔	**Cyber Liability Insurance:** An awarded vendor unable to meet the Terms and Conditions Governing Cloud Services and Data Usage Policy requirement of encrypting PII at rest shall, prior to execution of a contract, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s). Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount. **NOT REQUIRED**

Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)
1	1-10,000	$2,000,000 per occurrence
2	10,001 – 50,000	$3,000,000 per occurrence
3	50,001 – 100,000	$4,000,000 per occurrence
4	100,001 – 500,000	$15,000,000 per occurrence
5	500,001 – 1,000,000	$30,000,000 per occurrence
6	1,000,001 – 10,000,000	$100,000,000 per occurrence

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State of Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement

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between State of Delaware and Thomas Jefferson University dated June 1, 2026

This document shall become part of the final contract.

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions [check one]:

FOR OFFICIAL USE ONLY

☐ **1-3 (Public Data)**
☐ **1-11 (Non-Public Data)**

Provider Name/Address (print): Thomas Jefferson University

1020 Walnut Street

Philadelphia, PA 19107

Provider Authorizing Official Name (print): Joseph Cacchione, CEO

Provider Authorizing Official Signature: DocuSigned by: Joseph Cacchione 8271827D2589484...

Date: 5/29/2026

Division: DS RW

IRM: Initial MS

Form Revision Date: 8/21/23

	DELAWARE HEALTH AND SOCIAL SERVICES Division of	Encryption Status Inquiry

Vendor: Thomas Jefferson University

Service: Thomas Jefferson University will establish a medical school and create an innovative medical education pipeline

Does your agency **Encrypt Data at Rest**? YES X NO ☐

If NO, please **enter the level of Cyber Liability Insurance required** utilizing the table below to determine Level of Cyber Liability Insurance that will be required for this proposed contract agreement. The provider would need to provide a level of Cyber Liability Insurance corresponding to the amount of PII records.

LEVEL: **NOT REQUIRED**

Level	**Number Of PII Records**	**Level Of Cyber Liability Insurance Required** (Occurrence = Data Breach)
1	1-10,000	$2,000,000 per occurrence
2	10,001 – 50,000	$3,000,000 per occurrence
3	50,001 – 100,000	$4,000,000 per occurrence
4	100,001 – 500,000	$15,000,000 per occurrence
5	500,001 – 1,000,000	$30,000,000 per occurrence
6	1,000,001 – 10,000,000	$100,000,000 per occurrence

Vendor Signature DocuSigned by: Joseph Cacchione 8271827D2589484...

Date: 5/29/2026

Name: Joseph Cacchione

Initial MS IRM

Title: CEO

DS RW Division

DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF PUBLIC HEALTH
Thomas Jefferson University

PROFESSIONAL SERVICES AGREEMENT
For HSS-26-061, Medical school partnership
Contract No. 26-292

This Professional Services Agreement ("Agreement") is entered into as of **June 1, 2026** (Effective Date) and will end on **September 30, 2027**, by and between the State of Delaware, Department of Health and Social Services , Division of Public Health, ("Delaware"), and **Thomas Jefferson University,** ("Vendor"), with offices at 1020 Walnut Street, Philadelphia, PA 19107.

WHEREAS, Delaware desires to obtain certain services to establish a medical school and create an innovative medical education pipeline.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

1. Services.

1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order:

a. This Agreement (including any amendments or modifications thereto);
b. Division of Public Health Requirements, attached hereto as **Appendix A**,
c. Service & Budget Description, attached hereto as **Appendix B**; and
d. Statement of Work, attached hereto and prefixed with **SOW-**; and
e. Delaware's request for proposals, attached hereto and prefixed with **RFP-**; and
f. Vendor's response to the request for proposals, attached hereto and prefixed with **RFPRESP**.

The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3. Delaware may, at any time, by written order, propose changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who may then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price, or the time required by Vendor for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4. Vendor will not be required to make changes to its scope of work that result in Vendor’s costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

2.1. The term of the initial contract shall be from **June 1, 2026**, through **September 30, 2027**. There will be four (4) one (1) year renewals remaining after the execution of this Professional Services Agreement.

2.2. As a Service subscription license cost shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State’s full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

2.3. Delaware will pay Vendor for the performance of services described in SOW, Statement of Work. The fee will be paid in accordance with the Payment Schedule attached hereto as part of Appendix B.

2.4. Delaware’s obligation to pay Vendor for the performance of services described in Appendix SOW, Statement of Work will not exceed the fixed fee amount of **$16,755,461.00**. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor’s responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware’s total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware’s purchase order(s) to Vendor.

2.5. The State reserves the right to pay by Automated Clearing House (ACH) or Purchase Card (P-Card). Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **26-292** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.

2.6. The State of Delaware intends to maximize the use of the Purchase Card (P-Card) for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.

2.7. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the lower of 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.

2.8. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.9. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers and tractors. More detail is included in IRS Publication 510 Excise Taxes located at https://www.irs.gov/publications/p510 . Per IRS regulations, all exemption certificates must be specific to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.

2.10. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.

2.11. Invoices shall be submitted to:

Chelsea Kammermeier
Chelsea.Kammermeier@delaware.gov

3. Responsibilities of Vendor.

3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at http://dti.delaware.gov/, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.

3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.

3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project Team		
Member	**Title**	**% of Project Involvement**
Susan Aldridge	President, Thomas Jefferson, University	100%

3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies upon request.

3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.

3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.

3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.

3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

4. Time Schedule.

4.1. A project schedule is included in **N/A**.

4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.

4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in **Appendix A**.

5. State Responsibilities.

5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members and shall so inform Vendor by written notice before the effective date of each such delegation.

5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:

   a. Copies of reports, surveys, records, and other pertinent documents;

b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

5.6. Vendor shall return any original data provided by Delaware.

5.7. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.8. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.9. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2. Vendor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which Vendor retains title, whether individually by Vendor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

7.1. To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled, or prepared in connection with the performance of this Agreement.

8. Warranty.

8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:

a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or

b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.

9.2. If Delaware promptly notifies Vendor in writing of a third-party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:

a. Delaware's misuse or modification of the Deliverable;

b. Delaware's failure to use corrections or enhancements made available by Vendor;

c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
e. Information, direction, specification, or materials provided by Delaware or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
   i. Procure the right for Delaware to continue using it,
   ii. Replace it with a non-infringing equivalent,
   iii. Modify it to make it non-infringing.
f. The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

10. Employees.

10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.

10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee, or independent contractor and with which a party comes into direct contact in the course of the services.

10.3. Possession of a Security Clearance, as issued by the Delaware Department of Safety and Homeland Security, may be required of any employee of Vendor who will be assigned to this project.

11. Independent Contractor.

11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of

Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Delaware or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Dispute Resolution.

12.1. At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

13. Remedies.

13.1. Except as otherwise provided in this Agreement, including but not limited to Section 12 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this Agreement, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

14. Suspension.

14.1. Delaware may suspend performance by Vendor under this Agreement for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Vendor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Vendor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Vendor shall not perform further work under this Agreement after the effective date of suspension. Vendor shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from Delaware to resume performance.

In the event Delaware suspends performance by Vendor for any cause other than the error or omission of the Vendor, for an aggregate period in excess of 30 days, Vendor shall be entitled to an equitable adjustment of the compensation payable to Vendor under this Agreement to reimburse Vendor for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

15. Termination.

15.1. This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

a. Not less than 20 calendar days written notice of intent to terminate; and

b. An opportunity for consultation with the terminating party prior to termination.

15.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

a. Not less than 20 calendar days written notice of intent to terminate; and

15.3. An opportunity for consultation with Delaware prior to termination. If termination for default is affected by Delaware, Delaware will pay Vendor that portion of the compensation which has been earned as of the effective date of termination, but:

a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and

b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor’s default.

c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

15.4. If after termination for failure of Vendor to fulfill contractual obligations, it is determined that Vendor has not so failed, the termination shall be deemed to have been affected for the convenience of Delaware.

15.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15.6. Gratuities.

a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

b. In the event this Agreement is terminated as provided in 15.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.

c. The rights and remedies of Delaware provided in Section 15.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. Severability.

16.1. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

17. Assignment; Subcontracts.

17.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.

17.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.

17.3. Approval by Delaware of Vendor’s request to subcontract or accept payment for subcontracted work by Delaware shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

17.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.

17.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

18. Force Majeure; Applicability.

18.1. Neither the Vendor nor Delaware shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

a. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Contractor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;

b. Diseases, plagues, quarantine, epidemics or pandemics;

c. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics; or

d. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics, or pandemics.

18.2. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the party's knowledge of significant non-performance risk.

19. Non-Appropriation of Funds.

19.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated, Delaware may immediately terminate this Agreement, and absent such action, this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

19.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

20. State of Delaware Business License.

20.1. Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 Del. C. § 2101.

21. Complete Agreement.

21.1. This agreement and its Appendices shall constitute the entire agreement between Delaware and Vendor with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

21.2. If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

21.3. Vendor may not order any product requiring a purchase order prior to Delaware's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

22. Miscellaneous Provisions.

22.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

22.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

22.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

22.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

22.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

22.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

22.8. Vendor shall maintain all public records, as defined by 29 Del. C. § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 Del. C. Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor' performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

22.9. The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

22.10. Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

23. Insurance.

23.1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

b. Commercial General Liability - $1,000,000 per occurrence/$3,000,000 per aggregate.
c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
    i. $1,000,000 combined single limit each accident, for bodily injury;
    ii. $250,000 for property damage to others;
    iii. $25,000 per person per accident Uninsured/Underinsured Motorists coverage;
    iv. $25,000 per person, $300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. § 2118; and
    v. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

23.2. The successful vendor must carry at least one of the following depending on the scope of work being performed.
a. Medical/Professional Liability - $1,000,000 per occurrence/$3,000,000 per aggregate
b. Miscellaneous Errors and Omissions - $1,000,000 per occurrence/$3,000,000 per aggregate
c. Product Liability - $1,000,000 per occurrence/$3,000,000 aggregate

23.3. Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

23.4. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Division of Public Health
417 Federal Street
Dover, DE 19904

23.5. Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

23.6. To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

23.7. In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

24. Unique Entity Identifier.

24.1. A System for Award Management (SAM) registration is required for Vendors receiving federal grants and monies. 2 CFR Part 25. The Unique Entity Identifier (UEI) is a 12-character alphanumeric ID assigned to an entity by SAM. The vendor and all subcontractors shall provide a UEI as part of this agreement and maintain an active registration with SAM. The Vendor and all subcontractors assume responsibility to remain compliant with SAM requirements and maintain an active registration. In the event that Vendor and all subcontractors do not comply, Delaware may terminate the agreement in accordance with Section 15.

25. Performance Requirements.

25.1. The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

26. Performance Bond.

26.1. There is no Performance Bond requirement.

27. Assignment of Antitrust Claims.

27.1. As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

28. Governing Law.

28.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

29. Notices.

29.1. Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

<u>DELAWARE</u>:
Christina Farmer
417 Federal Street
Dover, DE 19901

<u>VENDOR</u>:
Thomas Jefferson University
1020 Walnut Street,
Philadelphia, PA 19107

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Thomas Jefferson University		Department of Health & Social Services Division of Public Health	
DocuSigned by: Joseph Cacchione 7827487D2689454...	5/29/2026	Signed by: Tesha Quail for Steven Blessing F98B55EFF0F417...	5/29/2026
Joseph Cacchione, MD CEO, Jefferson Health & Thomas Jefferson University	Date	**Steven L. Blessing, MA** Division Director	Date
		DocuSigned by: Dava Newnam 49A347A4B7AC457...	5/31/2026
		Dava Newnam Deputy Cabinet Secretary	Date
		Signed by: Christen Linke Young 5011B3A2DE4498...	5/31/2026
		Christen Linke Young DHSS Cabinet Secretary	Date

DS KJ	DS RW	Initial MS
CMP	Division	IRM

APPENDIX A

DIVISION OF PUBLIC HEALTH REQUIREMENTS

Sanctions

a. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in this Agreement or any extensions thereof, Delaware may suspend the scheduled payments.

b. The Division reserves the right to reduce the number of people a Vendor currently serves, restrict the number of referrals a Vendor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.

Other Requirements

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.

2. The Vendor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Vendor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.

3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.

4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the Vendor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.

5. The Vendor agrees that, if defunding occurs, all equipment purchased with Division funds for $1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.

6. Vendors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

7. *When required by Law*, Vendor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Vendor shall not employ individuals with adverse registry findings in the performance of this contract.

8. All Department campuses are tobacco-free. Vendors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

9. In performing the services subject to this RFP the Vendor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

10. If the amount of this contract listed in Paragraph 2.3 is over $25,000, the Vendor, by their signature on this contract, is representing that the Firm and/or its Principals, along with its

subcontractors and assignees under this Contract, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

11. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Vendor, *if required by the State of Delaware Budget and Accounting Manual***,** and all policies and procedures of the Department of Finance have been met. <u>The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Vendor's receipt of the Purchase Order.</u>

12. Vendor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti-discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status, or any other unlawful discriminatory basis or criteria. Vendor agrees to honor the conflict-of-interest provisions of the Delaware Code of Ethics, 29 *Del. C.* Ch.58.

13. The Vendor agrees to adhere to the requirements of DHSS Policy Memorandum # 70, (effective 7/18/2015), and divisional procedures regarding the concept of an inclusive workplace which is accepting of diverse populations in our workforce and actively practices acceptance of diverse populations within our community, through our programs and services we provide to our clients. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Vendor's procedures must include the position(s) responsible for the PM70 process in the vendor's organization. Documentation of staff training on PM70 must be maintained by the Vendor.

APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1. Vendor: Thomas Jefferson University

   Address: 1020 Walnut Street, Philadelphia, PA 19107

   Phone: 215-955-6617

   Email: Joe.G.Cacchione@jefferson.edu

   Contact Persons name: Joseph Cacchione

   E.I. No.: 23-1352651

2. Division: Public Health

3. Service: Establish a medical school and create an innovative medical education pipeline.

4. Total Payment shall not exceed **$**_16,755,461.00

5. Payment(s) will be made upon presentation of invoice(s) monthly with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See Paragraph 2.7 of the contract)

6. Source of Contract Funding:

__X__ Federal Funds (CFDA# 93.78)

____ State Funds

____ Other Funds

____ Combination of Funds

1. Purpose

Thomas Jefferson University (TJU)/ Sidney Kimmel Medical College (SKMC) hereafter referred to as the 'Contractor' shall establish and operate an integrated Change Readiness and Program Management Office (PMO) to support the planning, implementation, and launch of the Delaware Medical School. The PMO shall ensure coordinated execution across academic, clinical, governmental, and community stakeholders and alignment with Rural Health Transformation Program (RHTP) Requirements, Delaware statewide health priorities, and applicable accreditation standards.

The Contractor shall serve as the prime contractor and shall retain responsibility for all subcontractors, affiliated entities, academic partners, clinical partners, and delegated operational functions associated with performance under this Agreement.

The Program will support the establishment of a four-year medical education model in Delaware designed to:

- Expand Delaware's physician workforce pipeline;
- Increase access to rural and underserved care;
- Support Graduate Medical Education (GME) growth;
- Maintain compliance with Liaison Committee on Medical Education (LCME), Middle States Commission on Higher Education (MSCHE), and other applicable accreditation and regulatory standards; and
- Matriculate an inaugural class by July 2028.

For the purposes of this Agreement:

"Commercially Reasonable Efforts" means good-faith efforts consistent with industry standards, accreditation requirements, prudent operational practices, and available resources, but does not require the Contractor to take actions that would reasonably be expected to jeopardize accreditation status, violate applicable law, or create substantial operational or financial hardship.

"Material" or "Materially" means an event, condition, deficiency, delay, or circumstance reasonably likely to: (i) delay matriculation or implementation milestones by more than thirty (3) calendar days; (ii) result in noncompliance with accreditation, regulatory, or reporting requirements; (iii) exceed approved budget thresholds by more than five percent (5%); or (iv) substantially disrupt academic, clinical, or operational functions of the medical school.

2. Scope of Work

The Contractor shall provide all labor, management, coordination, systems, oversight, and administrative support necessary to implement the Program including the following workstreams:

2.1 Academic Program Administration

The Contractor shall:

- Implement the approved SKMC curriculum across all phases;
- Establish and oversee Phase, Block, Thread, and Clerkship leadership structures;
- Conduct curriculum comparability reviews across instructional sites;
- Maintain assessment, grading, and evaluation systems consistent with SKMC standards;
- Maintain continuous quality improvement processes consistent with LCME requirements
- Coordinate assessment, evaluation and continuous quality improvement activities;
- Administer Scholarly Inquiry and rural-health-focused educational programming.

2.2 Clinical Education and GME

The Contractor shall:

- Develop clinical placement capacity to support all required clerkships and electives;
- Coordinate rural continuity experiences and underserved clinical placements where feasible;
- Collaborate with Delaware clinical partners regarding expansion of residency and GME opportunities aligned with Delaware workforce priorities;
- Develop and maintain clerkship and elective training networks;
- Coordinate student placement across participating clinical partners;
- Support expansion of GME opportunities in Delaware;
- Credential participating clinical faculty;
- Maintain policies, oversight activities, and operational processes designed to support compliance with LCME clinical education, supervisor, and learning environment standards.

2.3 Faculty and Staffing

The Contractor shall:

- Recruit, appoint, credential, onboard and retain faculty and academic leaders necessary to support implementation and operation of the Medical School;
- Gubernatorial Consultation Regarding Dean Appointment

  - Notwithstanding any other provision of this Agreement, the appointment of the Dean of the Medical School (other than an acting or interim basis) shall be subject to prior consultation with the Governor of the State of Delaware or the Governor's written designee (the "Gubernatorial Office").
  - For each proposed candidate for Dean, the Contractor shall submit to the Department, for transmittal to the Gubernatorial Office, the candidate's name, curriculum vitae, references, and a written statement of the candidate's qualifications and fit for the role, no less than thirty (30) days prior to the Contractor's intended date of appointment. The Gubernatorial Office shall have ten (10) business days from receipt of a complete submission within which to either (i) approve the candidate in writing or (ii) provide any written comments or concerns to the Contractor by written notice to the Contractor. Gubernatorial Office's failure to act within the ten (10) business day period shall not be construed as approval, and the Contractor shall confer with the Department to determine whether comments are pending.
  - The Contractor shall consider any timely comments or concerns of the Gubernatorial Office in good faith, and give due consideration to any concerns raised. If the Contractor seeks, notwithstanding the Gubernatorial Office's comments or concerns, to appoint the candidate, the Contractor must (i) provide a written response to any timely comments or concerns stated in writing with particularity and (ii) offer to meet with the Gubernatorial Office within a seven (7)-day period following timely receipt of such comments or concerns.
  - The Contractor shall achieve the appointment of an approved inaugural Dean no later than December 31, 2026, consistent with the project goals set forth in the RFP. Any delay in achieving this milestone arising solely from the time consumed by the Gubernatorial Office's review of timely-submitted, good-faith candidate slates shall not, by itself, constitute a default by the Contractor under this Agreement.
- Maintain faculty appointments and staffing plans sufficient to support accreditation and operational requirements;
- Coordinate faculty development, evaluation, and governance participation;
- Maintain staffing plans and succession planning for key leadership positions.

2.4 Student Services

The Contractor shall:

- Provide centralized student affairs and academic support services;
- Coordinate wellness, counseling, and accommodation services;

- Support residency advising and career counseling;
- Provide academic remediation and tutoring services;
- Coordinate faculty development, evaluation, and governance participation activities;

- Maintain operational student health and mental health support services accessible to enrolled students
  - Maintain substantially comparable student support services across campuses

2.5 Admissions Administration

The Contractor shall:

- Administer and maintain admissions processes consistent with approved SKMC policies and accreditation standards;
- Utilize AMCAS application processes;
- Coordinate Delaware campus applicant review processes;
- Maintain admissions standards aligned with SKMC and AAMC competencies.

2.6 Facilities and Infrastructure

The Contractor shall:

- Coordinate design, renovation, and operational readiness of instructional facilities;
- Maintain facilities in a manner designed to support compliance with applicable LCME requirements;
- Oversee instructional, simulation, anatomy, student, and administrative spaces;
- Maintain facilities in compliance appliance health, safety, accessibility, and accreditation requirements. Coordinate facility activation, occupancy readiness and operational commissioning activities for July 2028 launch.

2.7 State Initiated Relocation

a) *Initial Site.* The Contractor will select the initial site for the preclinical (Year 1 and Year 2) component of the Medical School, subject to the requirement that the site be located within the State of Delaware and following consultation with the Department.

b) *Relocation Consideration Request.* During the first two years of the contract term, the Department may, by written notice to the Contractor (a "Relocation Consideration Request"), require the Contractor to consider relocation of some or all of the preclinical component to any alternate Delaware site identified by the Department.

c) *Financial Feasibility and Accreditation and Operational Impact Standard.* Within ninety (90) days of receipt of a Relocation Consideration Request, the Contractor shall deliver a written response setting forth (i) projected one-time and recurring costs for which the Contractor would seek reimbursement from the State, including projected impacts on existing capital commitments and loss of the benefit of sunk costs; (ii) accreditation and operational implications of relocation; (iii) a proposed phased relocation timeline if relocation were to occur. If, following such response, the Contractor determines not to proceed with relocation and the Department wishes for the Contractor to reconsider, (y) any factual disagreement over financial feasibility or reasonably expected accreditation or operational effects may be resolved under contractual dispute resolution procedure, and (z) the Department may ask the Contractor to consider establishment of a satellite location or other programming to meet the Department's objectives. Following such process, decisions regarding relocation ultimately are for determination by Contractor's governing body.

d) *Non-Foreclosure.* The Contractor shall use Commercially Reasonable Efforts to avoid entering into any lease, capital commitment, accreditation filing, or other obligation that would substantially limit the Contractor's ability to respond favorably to a Relocation Consideration Request without the prior written consent of the Department. The Department may withhold consent only for documented operation, financial, legal or programmatic reasons, and may impact through a Relocation Consideration Request only expenditures incurred following a receipt of such a request.

2.8 Information Technology

The Contractor shall:

- Deploy and maintain instructional enterprise systems;
- Coordinate network cybersecurity support;
- Maintain interoperability planning and coordination activities between institutional systems;
- Provide end-user support and performance monitoring.

2.9 Finance, Compliance, and Administration

The Contractor shall:

- Manage budgeting, forecasting, and financial reporting;
- Coordinate HR, legal, compliance, and audit activities;

- Maintain compliance oversight activities related to accreditation and regulatory requirements.
- Maintain records sufficient to support audit, compliance, and reporting obligations;
- Cooperate with State monitoring, audit, and oversight activities;
- Coordinate required reporting to the State and Federal government.

2.10 Change Management and Stakeholder Engagement

The Contractor shall:

- Develop and implement a change readiness strategy;
- Conduct stakeholder engagement activities;
- Maintain communication plans and governance forums;
- Support issue escalation and stakeholder coordination.

2.11 Program Management Office (PMO)

The Contractor shall establish and operate a PMO responsible for:

- Integrated project management;
- Milestone and schedule tracking;
- RAID management;
- Budget monitoring;
- Executive reporting and governance coordination.

3. Deliverables

The Contractor shall deliver, at a minimum, the following (which shall not be considered to be "Work Product" under Section 6 of the Agreement):

1. Operational Delaware Medical School academic program;
2. Functional governance and advisory structure;
3. LCME- compliant instructional and clinical infrastructure;
4. Operational admissions and student services functions;
5. Established clinical training network;
6. Operational PMO and reporting framework;
7. Facilities readiness for matriculation;
8. Sustainability and operational transition planning;
9. Operational governance, reporting, and PMO structures;

10. Final accreditation documentation and milestones submissions required for launch;
11. Operational student support and wellness infrastructure;
12. Final implementation and sustainability plans acceptable to the Department.

4. Implementation Timeline and Milestones

Phase	Timeline	Milestone
Program Mobilization	2026	PMO established
Governance Formation	2026	Advisor committees operational
Dean Appointment	By December 31, 2026	Inaugural Medical School Dean appointed and approved
Design and Planning	2026-2027	Facility design completed
Faculty Recruitment	By September 2027	At least 10 full-time core faculty and administrators appointed
Rural Clinical Engagement	By Fall 2027	At least 5 rural healthcare facilities engaged, with preference for Kent and Sussex County sites
Admissions Launch	2027	Applications open
Construction and Renovation	2027-2028	Facilities substantially complete
Accreditation Activities	2026-2028	LCME milestone submissions completed
Enrollment and Academic Launch	Fall 2028	Initial cohort of at least 40 students matriculated
Operational Readiness	Spring 2028	Student services and systems activated
Operational Launch	Spring 2031	Full institutional operations implemented with RHTP funding parameters
Long Term Sustainability	End of initial five-year RHTP period	Tuition revenue and philanthropic/endowment support assume primary operational support role

5. Governance Structure

5.1 Prime Contractor

The Contractor shall serve as the prime contractor responsible for:

- Academic oversight;
- Oversight of subcontractors, delegated entities, and affiliated operational partners;
- Compliance with all reporting obligations established by the Department;
- Coordination of accreditation, regulatory, and State oversight activities;
- Financial stewardship;
- Accreditation compliance;
- Program administration.

5.2 Advisory Committees

The following advisory structures shall be established:

- Program Advisory Committee;
- Academic Advisory Committee;
- Clinical Advisory Committee;
- Faculty Advisory Committee;
- Admissions/Pipeline Advisory Committee;
- GME Advisory Subcommittee.

Advisory committees shall provide recommendations and stakeholder input but shall not exercise final academic or fiduciary authority.

5.3 Continuation of DIMER

a) The Contractor acknowledges the State's longstanding support of the Delaware Institute of Medical Education and Research ("DIMER") and the educational opportunities DIMER provides to Delaware residents at partner medical institutions. The Parties agree that DIMER is, and during the Term shall remain, a distinct and continuing element of the State's medical education portfolio.

b) It is neither the State’s nor the Contractor’s objective through this Agreement, nor in the establishment, operation, marketing, recruitment, admissions, curriculum, or expansion of the Medical School to: (i) supplant, replace, defund, reduce, displace, or otherwise diminish DIMER, its allocated seats, its scholarship support, or any State appropriations designated for DIMER; (ii) discourage Delaware residents from applying to or accepting DIMER-affiliated positions (provided that the Contractor’s promotion of the Medical School alone is not considered to be discouraging application to or acceptance of DIMER affiliated positions; or (iii) compete with DIMER for State funding designated for DIMER's purposes.

c) The Contractor shall use reasonable efforts to coordinate in good faith with DIMER and DIMER's partner institutions, including by establishing appropriate pathways for transfer, articulation agreements, and joint programming opportunities where mutually beneficial, and by coordinating outreach to Delaware students interested in careers in medicine. The Contractor shall designate a senior administrative liaison to DIMER no later than ninety (90) days following the appointment of the inaugural Dean.

d) The Contractor shall report to the Department on an annual basis during the Term regarding (i) coordination activities undertaken with DIMER and its partner institutions; (ii) enrollment of Delaware residents in the Medical School; and (iii) any material concerns raised by DIMER or its partner institutions regarding the Medical School's performance or commitments under the DIMER program. The Department reserves the right to require additional reporting or coordination measures upon written notice to the Contractor.

e) Notwithstanding anything to the contrary herein, the Contractor and the State shall renegotiate the provisions of this Section in good faith to address any material changes to DIMER or initiatives undertaken by the Medical School that may affect the Contractor's coordination obligations hereunder.

6. Reporting Requirements

6.1 Monthly Reporting

Contractor shall provide monthly reports no later than the fifteenth (15th) calendar day following the end of each reporting month. Monthly reports will include:

- Milestone progress;
- Budget status;
- Risk and issue updates;
- Staffing updates;
- Facilities progress;
- Accreditation activity status.

6.2 Quarterly Reporting

Quarterly reports shall be submitted no later than thirty (30) calendar days following the end of each calendar quarter. Quarterly reports will include:

- Executive summary;
- Performance metric review;
- Stakeholder engagement updates;

- Financial forecasting;
- Change management status

6.3 Annual Reporting

Annual reports shall be submitted no later than sixty (60) calendar days following the end of the contract year. Annual reports will include:

- Academic outcomes;
- Accreditation readiness status;
- Workforce pipeline metrics;
- Operational performance review;
- Delaware workforce retention and pipeline metrics;
- Residency placement and GME development updates;
- Financial sustainability status and projections;
- Sustainability planning updates.

7. Performance Metrics and Milestone Tracking

Category	Metric	Target	Timeline
Accreditation	LCME milestones completed on schedule	100%	2026-2028
Leadership	Inaugural Dean appointed	Achieved	By 12/31/2026
Facilities	Operational readiness for matriculation	Achieved	By July 2028
Faculty Recruitment	Core positions filled	Minimum 10 FTE faculty/admin	By September 2027
Admissions	Application cycle launched on schedule	Achieved	2027
Enrollment	Initial student cohort enrolled	Minimum 40 students	Fall 2028
Rural Partnerships	Rural healthcare facilities engaged	Minimum 5 facilities	By Fall 2027
GME Development	Rural GME agreements executed	Minimum of 3 agreements	By Fall 2028
Student Services	Student support infrastructure operational	Achieved	Spring 2028
Clinical Training	Required clerkship capacity established	100%	Prior to matriculation

Reporting	Timely submission of required reports	100%	Ongoing
Budget Management	Variance within approved thresholds	< 5%	Ongoing
Sustainability	Tuition/philanthropic support transition plan operations	Achieved	End of initial RHTP funding period

- Pre-clinical (Phase I) education delivered primarily on the University of Delaware campus
- Clinical training (Phases 2-3) delivered through Delaware based regional and clinical partners
- Integrated rural health, primary care, and workforce development focus
- Alignment with SKMC curriculum standards, governance, and accreditation requirements

The program will matriculate its inaugural class in July 2028.

8. Budget Framework

The Contractor shall:

- Develop and maintain a detailed budget framework identifying projected capital expenditures operating expenditures, staffing costs, facilities costs, technology costs, student services costs, and sustainability assumptions associated with the Medical School.
- Cooperate with the Department regarding budget monitoring, expenditure forecasting, sustainability planning, and RHTP funding compliance.
- Maintain documentation sufficient to support all invoicing, reimbursement, audit, and reporting obligations under this Agreement.

9. Change Management and Communications Framework

9.1 Purpose

The Contractor shall implement a structured change management strategy supporting stakeholder alignment, communication, and adoption throughout implementation and launch.

9.2 Stakeholder Groups

Stakeholder engagement activities shall include:

- State agencies;
- Clinical partners;
- Academic institutions;
- Faculty and staff;
- Prospective students;
- Community and public health organizations;
- Community Stakeholders.

9.3 Communication Methods

Methods may include:

- Town halls;
- Executive briefings;
- Advisory meetings;
- Surveys;
- Stakeholder forums;
- Public information sessions;
- Executive steering committee meetings;
- Written communications and updates.

9.4 Change Readiness Activities

The Contractor shall:

- Monitor stakeholders readiness;
- Identify adoption risks;
- Maintain escalation pathways;
- Align communications with implementation milestones.

10. PMO Structure and Project Controls

10.1 PMO Responsibilities

The PMO shall oversee:

- Integrated work planning;
- Schedule management;
- RAID tracking;
- Resource coordination;
- Budget oversight;

- Integrated implementation oversight;
- Executive escalation and issue resolution support;
- Reporting and governance support.

10.2 Project Control Tools

The PMO shall maintain:

- Master implementation roadmap;
- Accreditation tracking tools;
- Stakeholder engagement tracking logs;
- Risk mitigation plans;
- Detailed project plans;
- RAID logs;
- Milestone dashboards;
- Budget tracking tools;
- Executive reporting templates.

10.3 Escalation Management

The PMO shall maintain formal escalation procedures for:

- Schedule delays;
- Budget risks;
- Staffing concerns;
- Accreditation risks;
- Operational dependencies.

The Contractor shall notify the Department within five (5) business days of identification of any risk reasonably likely to impact accreditation milestones, implementation timelines, operational readiness, or compliance with approved budget parameters.

11. Accreditation Failure and Corrective Action

11.1 Accreditation compliance

The Contractor shall maintain compliance with all accreditations, certification, and regulatory requirements necessary to establish and operate the Medical School, including, but not limited to standards established by the LCME, MSCHE, and any other applicable accrediting or regulatory bodies.

11.2 Notice of Accreditation Events

The Contractor shall notify the Department in writing within five (5) business days of:

- Any accreditation warning, probation, adverse action, or material finding;
- Any material notice of noncompliance or deficiencies issued by an accrediting body;
- Any event reasonably likely to materially impact accreditation status or implementation timelines;
- Any delay in required accreditation filings, substantive change submissions, or site visits.

11.3 Corrective Action Plans

Upon request by the Department, the Contractor shall develop and submit a corrective action plan addressing any accreditation-related deficiency, risk, or operational issue. The plan must include the following:

- Identification of the issue;
- Root cause analysis;
- Proposed remediation activities;
- Responsible parties;
- Timeline for resolution;
- Ongoing monitoring activities.

11.4 State Review

The Department reserves the right to review accreditation related corrective action plans, implementation activities and supporting documentation and may require additional reporting or status meetings related to accreditation readiness or compliance.

12. Records Retention and Audit Rights

12.1 Records Retention

The Contractor shall maintain complete and accurate books, records, supporting documentation, financial records, project documentation, accreditation records, and operational data associated with performance under this Agreement for a minimum period of ten (10) years following contract expiration or termination, or longer if required by applicable law, regulation, audit resolution or funding requirements.

12.2 Audit Rights

The Department, the State of Delaware, and their authorized representatives shall have the right upon reasonable notice, to inspect, review, monitor, and audit records, documentation, systems, and activities associated with this Agreement.

12.3 Access to information

The Contractor shall cooperate fully with all monitoring, audit, compliance review, or investigative activities and shall provide timely access to requested records, reports, personnel, subcontractors, and facilities reasonably related to performance.

12.4 Corrective Actions Following Audit

The Contractor shall use Commercially Reasonable Efforts to promptly address and remediate any material deficiencies, findings, questioned costs, or compliance concerns identified through audit or monitoring activities.

13. Subcontractors and Delegation

13.1 Contractor Responsibility

The Contractor may utilize subcontractors, affiliated entitled academic institutions, clinical partners, consultants, or vendors in performance of the Services; however, the Contractor shall remain fully responsible for all obligations, deliverables, compliance requirements, and performance under this Agreement.

13.2 Flow-Down Requirements

The Contractor shall require subcontractors and delegated entities comply with all applicable contractual, legal, regulator, confidentiality, audit, and accreditation-related requirements applicable to the Contractor under this Agreement.

13.3 No Release of Liability

No subcontractor, delegation, affiliation agreement, or partnership arrangement shall relieve the Contractor of responsibility for performance under this Agreement.

14. Data Sharing and Confidentiality

14.1 Confidential Information

The Contractor shall protect confidential, proprietary, student, personnel, patient, financial, operational, and protected information in accordance with applicable federal and State laws, regulations, and institutional policies.

14.2 Compliance with Privacy Requirements

The Contractor shall use reasonable efforts to comply with all applicable privacy and security requirements including but not limited to:

- Health Insurance Portability and Accountability Act (HIPAA)
- Family Educational Rights Privacy Act (FERPA)
- Applicable cybersecurity requirements;
- State confidentiality laws and regulations.

14.3 Data Sharing

The Contractor shall provide operational, financial, workforce, admissions, enrollment, accreditation, and implementation data reasonably requested by the Department for oversight, reporting, program evaluation, or RHTP compliance purposes.

14.4 Information Security

The Contractor shall maintain reasonable administrative, physical, and technical safeguards designed to protect systems, records, and confidential information against unauthorized access, disclosure, loss, or misuse.

14.5 Security Incidents

The Contractor shall notify the Department promptly following discovery of any data breach, cybersecurity incident, unauthorized disclosure, or operational event reasonably likely to impact confidential information or program operations.

15. Sustainability Planning

15.1 Sustainability Planning Requirement

The contractor shall develop and maintain a sustainability plan addressing long-term operational, academic, financial, and workforce viability of the Medical School beyond the RHTP funding period.

15.2 Sustainability Components

The sustainability plan shall include:

- Multi-year financial projections;
- Enrollment assumptions;
- Workforce pipeline assumptions;
- Faculty and staffing projections;
- Clinical training capacity assumptions;
- Fundraising and philanthropic strategies; and
- Identification of operation risks and mitigation approaches.

15.3 Updates

The Contractor shall review and update the sustainability plan annually and shall provide updated versions to the Department as part of annual reporting requirements.

				Year 1		
Thomas Jefferson University - The Delaware Medical School						
Rural Health Transformation Program Delaware						
Line Item				July 1, 2026 - October 30, 2026		
				Unit	Rate	Proposed Cost
		FTE (full time	Unit Name			
I.	**Salaries & Wages**					
	Executive Oversight					
	TJU Leadership	5.00	University President, Dean of College of Health Professions, Provost, General Counsel, VP Marketing	0.15	$228,000	$170,000
	SKMC Leadership	12.00	Dean of SKMC, GME DIO, Vice Dean, Associate Dean UME, Vice Provost Faculty Affairs, Sr. Associate Dean, UME Director, Phase 1, Phase 2, Phase 3 Director, Associate Dean of Assessments, Thread Directors, Block Directors, Track Directors	0.2	$228,000	$550,000
	Other System Leadership	11.00	CEO, CFO, CO, Chief Legal Officer, CHRO, HR AVP, CIO, COO of IS&T, CSIO, SVP Treasurer, EVP of Government Affairs	0.05	$228,000	$130,000
	Non-Curriculum Administration					
	Assistant Admissions Dean	0.5	per year	-		$19,192
	Assistant Director of Admissions	1	per year	-		$19,547
	Admissions Registrar	0.5	per year	-		$4,674
	Data Analyst	0.5	per year	-		$4,495
	Admissions Administrative Assistant	0.5	per year	-		$3,942
	Salaries & Wages Contingencies (10%)					$5,185
	Subtotal, Salary					**$ 907,035**
II.	**Fringe Benefits (% is applied to Salary Subtotal)**					
	Fringe Benefits	26.00%				13,481

	Fringe Benefits Contingencies (10%)					1,348
	Subtotal, Fringe Benefits					**$ 14,829**
IV.	**Supplies**					

VI.	**Minor Alterations & Renovations | Construction**					
	Facility Renovations					
	Renovations of Willard Hall at the University of Delaware Campus to ensure the regional campus has sufficient and parity student, faculty, and teaching spaces to meet LCME requirements					
	Itemized Renovations TBD (see note for detail)					$12,000,000
	Subtotal, Minor Alterations & Renovations | Construction					**$ 12,000,000**
			Unit Name			
VII.	**Consultant & Contractual Services**					
	Deloitte - Project Management Office		Year 1-2			$750,000
	Facilitation and management of implementation project plan, reporting needs, and governance committees					
	Subtotal, Consultant & Contractuals					**$ 750,000**
VIII.	**Other Direct Costs**					
	Marketing Costs					$2,825,000
	Other Expenses					$111,759
	Contingency Expenses (5%)					$146,838
	Subtotal, Other Direct Costs					**$ 3,083,597**
Subtotal, Items I - VI						**$ 16,755,461**
GRAND TOTAL						**$ 16,755,461**

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