



# Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

ACCESSPOINT RHODE ISLAND  
 PO BOX 20130  
 CRANSTON, RI 02920  
 United States

OFF-SITE SHREDDING (MPA-401)

**Award Number**  
3397654

**Effective Period:**  
01-OCT-14 - 30-SEP-15

<b>S H I P T O</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	<b>Date:</b> 08-OCT-14 <b>Buyer:</b> J Cowell Jr <b>Shipping:</b> Paid <b>Terms:</b> NET 30 <b>Vendor #</b> 29992	<b>I N V O I C E</b>	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
Line	Item	Item Description	Unit	Unit Price

		MPA-401  BLANKET REQUIREMENTS: 10/1/14 - 9/30/15  SUPPLIER CONTACT PERSON: JAMES O'CONNOR TELEPHONE NO. (401) 437-8827 CELL NO. (401) 573-5959 E-MAIL: joconnor@accesspointri.org  A Business Associates Agreement ("BAA") and Confidentiality and Nondisclosure Agreement ("NDA") executed by Contractor are attached hereto and made a part hereof. If required by Purchases, Contractor will execute amendments to the BAA and NDA, as acceptable to Purchases. Contractor will submit amendments to Purchases within seven (7) business days of notification by Purchases. Certain departments or agencies that use this Master Price Agreement ("MPA") may also require Contractor to sign their form of BAA and NDA.  Per Rhode Island General Law S 37-2.4, et.seq., the above-referenced is deemed suitable for habilitation facilities participation and as such only those vendors certified under this program are allowed to submit proposals.		
1		MPA-401 10/1/14 - 9/30/15 OFF SITE SHREDDING TO INCLUDE PICKUP, TAKE AWAY AND A CERTIFICATE OF DESTRUCTION.	Pound	.16
2		MPA-401 10/1/14 - 9/30/15 LOCKED CONSOLE BOX - FIRST LOCKED BOX AT LOCATION - 150 LB. CAPACITY	Container	25
3		MPA-401 10/1/14 - 9/30/15 LOCKED CONSOLE BOX - EACH ADDITIONAL LEASED CONSOLE BOX PER LOCATION - 150 LB. CAPACITY	Container	12.5

**STATE PURCHASING AGENT**

Nancy R. McIntyre



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Department		Type of Requisition	Bid Number	Requisition Number
			N/A	
Line	Item	Item Description	Unit	Unit Price

4		MPA-401 10/1/14 - 9/30/15 SHREDDING - OFF-SITE INCLUDING PICKUP, TAKE AWAY, CERTIFICATION OF DESTRUCTION, FIRST LOCKED 64 GALLON BIN EACH LOCATION. ESTIMATED WEIGHT 200-250 LBS.	Container	34.95
5		MPA-401 10/1/14 - 9/30/15 SHREDDING - OFF-SITE INCLUDING PICKUP, TAKE AWAY, CERTIFICATION OF DESTRUCTION, EACH ADDITIONAL LOCKED 64 GALLON BIN EACH LOCATION. ESTIMATED WEIGHT 200-250 LBS.	Container	13.44
6		MPA-401 10/1/14 - 9/30/15 SHREDDING OF MATERIAL IN BANKER'S BOX (15" X 10" X 24"). PRICE DOES NOT INCLUDE BOXES. STATE SUPPLIED BOXES WILL BE RETURNED.	Each	3.4
7		MPA-401 10/1/14 - 9/30/15 PICKUP AND DISPOSAL OF PRE-SHREDDED MATERIAL-WHEN REMOVED IN CONJUNCTION WITH REGULARLY SCHEDULED PICKUP IN BAGS - NO CHARGE.	Each	0
8		MPA-401 10/1/14 - 9/30/15 OFF-SITE SERVICES - SHREDDING AND REMOVAL OF TOBACCO PER 64 GALLON (200-250 LB) PER CONTAINER	Container	60

**STATE PURCHASING AGENT**

*Nancy R. McIntyre*

Nancy R. McIntyre

# CONTRACT TERMS AND CONDITIONS

**Contract Terms and Conditions**

**Table of Contents**

Terms and Conditions.....III  
PURCHASE ORDER STANDARD TERMS AND CONDITIONS .....III  
TERMS AND CONDITIONS FOR THIS PURCHASE ORDER .....III  
MPA BID AWARD (STATEWIDE APPLICABILITY) .....III  
INSURANCE REQUIREMENTS (ADDITIONAL) .....III  
FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END .....III  
PURCHASE AGREEMENT AWARD .....III  
AUTHORIZATION AND RELEASE .....III  
BLANKET PAYMENT .....IV  
EQUAL OPPORTUNITY COMPLIANCE .....IV  
QUARTERLY REPORTS .....IV  
CAMPAIGN FINANCE COMPLIANCE .....IV  
TERMS AND CONDITIONS OF PRICING AGREEMENT .....IV

**Terms and Conditions****PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****MPA BID AWARD (STATEWIDE APPLICABILITY)**

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

**INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

**FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END**

AWARDS EXTENDING BEYOND JUNE 30TH ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

**PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

**AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

#### **BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

#### **EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

#### **QUARTERLY REPORTS**

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

#### **CAMPAIGN FINANCE COMPLIANCE**

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

#### **ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

#### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

#### **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered**

**by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

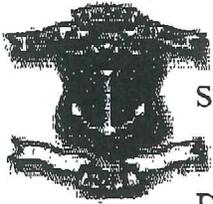
A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.



## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**BUSINESS ASSOCIATE AGREEMENT**

This **BUSINESS ASSOCIATE AGREEMENT** (this "Business Associate Agreement") is made as of this 3 day of Oct, 2014 (the "Effective Date") by and between **THE STATE OF RHODE ISLAND, ACTING BY AND THROUGH THE DEPARTMENT OF ADMINISTRATION DIVISION OF PURCHASES** (the "State"), on behalf of the User Agency, and the legal entity signing this Business Associate Agreement below as the Business Associate (the "Business Associate").

**Recitals**

The State is a "covered entity," as that term is defined under the Health Insurance Portability and Accountability of 1996, as amended from time to time, and the regulations promulgated thereunder (collectively, "HIPAA"). The Associate will be performing certain functions for or providing certain services to the State and/or one or more of its political subdivisions. In performing those functions or providing those services, the Business Associate may use or have access to the protected health information of certain individuals. The State is required under HIPAA to enter into an agreement with the Associate to provide certain safeguards to protect such information on the terms and conditions herein set forth.

The State and the Associate, therefore, mutually agree as follows:

**Agreement**

**1. Definitions.** The following terms shall have the meanings ascribed to them in this Section 1. Capitalized terms used herein but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms are defined in HIPAA, and the Health Information Technology for Economic and Clinical Health Act of 2009, as amended from time to time, and the regulations promulgated thereunder (collectively, "HITECH").

**1.1 "Agreement"** means the agreement entered into by and between the State, on behalf of the User Agency, and the Associate, pursuant to a solicitation.

**1.2 "Business Associate"** means the legal entity signing this Business Associate Agreement as Business Associate.

**1.3 "Business Associate Agreement"** means this Business Associate Agreement, as amended from time to time.

**1.4 "Individual"** means the person who is the subject of PHI and includes a person who qualifies as a personal representative in accordance with the provisions of 45 C.F.R. § 164.502(g).

**1.5 "PHI"** means Protected Health Information.

**1.6 "User Agency"** means the Rhode Island governmental authority on whose behalf the State has entered into the Agreement.

## **2. Obligations of Business Associate.**

**2.1 Purposes of Use or Disclosure.** The Business Associate may use or disclose PHI:

(i) as reasonably necessary to perform the functions or provide the services required under the Agreement;

(ii) only as Required by Law;

(iii) as necessary for the proper management and administration of the Business Associate, provided that such use or disclosure is Required by Law;

(iv) as necessary to carry out the legal and compliance responsibilities of the Business Associate; and

(v) as necessary to report violations of law to appropriate state and federal governmental authorities.

**2.2 Covenants.** The Business Associate acknowledges that the additional requirements of the HITECH Act and the Final Rule (also known as Omnibus Rule) issued by the United States Department of Health and Human Services on January 25, 2013 are applicable to the Business Associate as described therein. The Business Associate will:

(i) use reasonable and appropriate safeguards (including encryption as specified in the HIPAA Security Rule) and destruction, to prevent the use or disclosure of PHI other than as provided by the Agreement;

(ii) conduct a risk assessment and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the User Agency;

(iii) cooperate in a timely manner with the User Agency to make any amendments of PHI in its possession;

(iv) use reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request;

(v) mitigate, to the extent practicable, any harmful effect known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of this Business Associate Agreement;

(vi) ensure, through a separate, written Business Associate Agreement, that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI in connection with the Agreement agrees to the same terms and conditions as set forth in this Business Associate Agreement;

(vii) promptly report to the State: (a) any use, disclosure or compromise of PHI not provided for under this Business Associate Agreement and (b) any Security Incident;

(viii) report to the State any Breach or potential Breach of Unsecured PHI as soon as possible without unreasonable delay, but in no case later than 30 calendar days after discovery of the Breach or potential Breach, including:

(a) information that identifies the Individual(s) whose Unsecured PHI has been or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the Breach;

(b) a brief description of what happened;

(c) a description of the Unsecured PHI involved in the Breach;

(d) steps that the Individual(s) could take to protect the Individual(s) from potential harm; and

(e) a brief description of steps taken by the Business Associate to investigate, mitigate, or protect against the Breach;

(ix) to the extent applicable, provide PHI contained in a Designated Record Set held by the Business Associate (that is not duplicative of PHI in possession of the User Agency) to the User Agency in order for the User Agency to meet the requirements under 45 CFR §164.524 or 45 CFR §164.526, as applicable;

(x) provide paper or electronic access, at the request of the User Agency and in the time and manner designated by the User Agency, to PHI in a Designated Record Set to the User Agency or, as directed by the User Agency, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524, and if the Individual requests an electronic copy of the information, the Business Associate must provide the User Agency with the information requested in the electronic form and format requested if it is readily producible in such form and format, or if not, then in a readable electronic form and format;

(xi) document disclosures of PHI and information related to such disclosures as would be required for the User Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, and provide to the User Agency, within a timeframe mutually agreed to by the User Agency and the Business Associate, information collected in accordance with this Section 2.2, to permit the User Agency to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, and if any Individual requests access to such information directly from the Business Associate, the Business Associate shall forward such request to the User Agency so that the User Agency can comply with the request; and

(xii) make its internal practices, books and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the User Agency available to the Secretary of Health and Human Services, in a time and manner designated by the Secretary, for purposes of the Secretary determination whether the User Agency is in compliance with the Privacy Rule.

**3. Obligations of the User Agency.** The Agency shall:

(i) notify the Business Associate of any limitations in the User Agency's Notice of Privacy Practices in accordance with 45 CFR § 164.520, if such limitations may affect the Business Associate's use or disclosure of PHI;

(ii) provide the Business Associate with reasonable notice of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes may affect the Business Associate's use or disclosure of PHI;

(iii) immediately notify the Business Associate of any restriction to the use or disclosure of PHI agreed to by the User Agency in accordance with 45 CFR § 164.522, to the extent such restriction may affect the Business Associate's use or disclosure of PHI; and

(iv) provide written authorization to the Business Associate prior to requesting that the Business Associate disclose, transfer, or provide PHI to a third party.

**4. Term and Termination.**

**4.1 Term.** The term of this Business Associate Agreement shall commence on the Effective Date, and shall be conterminous with, and expire, unless earlier terminated as set forth herein, contemporaneously with the termination of the Agreement.

**4.2 Termination.** The State may terminate this Business Associate Agreement if the Business Associate breaches or threatens to breach any term of this Business Associate Agreement. If termination is not feasible, in the reasonable discretion of the State, the State may report the breach to the Secretary. Upon the expiration or termination of this Business Associate Agreement for any reason, the Business Associate will destroy or return all PHI to the User Agency. The Business Associate shall not retain any copies of PHI. To the extent that the User Agency determines that it is not feasible to return or destroy the User Agency's PHI, the Business Associate will continue to extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, during such period of time as the Business Associate maintains such PHI. If the Business Associate elects to destroy all PHI, it shall, if requested by the User Agency, certify in writing to the User Agency that such PHI has been destroyed. The terms of this Section 4.2 shall survive the expiration or termination of this Business Associate Agreement.

**5. Amendment.** The State and the Business Associate will take such action as is necessary to comply with and implement the standards and requirements of HIPAA, including, without limitation, the prompt amendment of this Business Associate Agreement. If the State and the Business Associate have nevertheless not amended this Business Associate Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this Business Associate Agreement, then upon the effective date of such law or regulation (or any portion thereof), this Business Associate Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Business Associate Agreement to be consistent with such law or regulation and for the State and the Business Associate to be and remain in compliance with all applicable laws and regulations.

**6. Interpretation.** If a term in the Agreement conflicts or is otherwise inconsistent with a term in this Business Associate Agreement, the provisions of this Business Associate Agreement will prevail with respect to the subject matter hereof. This Business Associate Agreement and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA.

**7. Indemnification.** The indemnification provision contained in the Agreement between the State and the Business Associate shall apply to the Business Associate's performance and that of its agents and/or subcontractors under this Business Associate Agreement.

**8. Costs.** Any costs associated with Breach notifications, including mitigation costs, shall be the responsibility of Business Associate.

9. **Counterparts.** This Business Associate Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.

10. **Entire Agreement.** This Business Associate Agreement constitutes the entire agreement between the State and the Business Associate and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof.

11. **Successors and Assigns.** This Business Associate Agreement is binding upon the Business Associate, and its subsidiaries, affiliates, successors and assigns; provided, however, that the Business Associate may not assign its rights or delegate its responsibilities under this Business Associate Agreement.

12. **Further Assurances.** From time to time after the Effective Date, and without any consideration, the State and the Business Associate will execute and deliver, or arrange for the execution and delivery of, such other documents and take such other action or arrange for such other actions as may reasonably be requested to more fully effectuate the intent of this Business Associate Agreement.

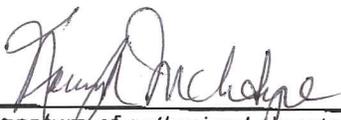
13. **Governing Law.** This Agreement shall be governed by and construed under the laws of the state of Rhode Island.

14. **Third-Party Beneficiary.** The Agency is a disclosed third-party beneficiary of this Agreement and shall have all of the rights and benefits to which such a party is entitled hereunder.

15. **Representation.** The person signing this Business Associate Agreement for the Business Associate represents that he or she has been duly authorized to execute this Agreement on behalf of the Business Associate.

**STATE OF RHODE ISLAND,  
Acting by and through its  
Department of Administration  
Division of Purchases**

**BUSINESS ASSOCIATE**

  
\_\_\_\_\_  
(Signature of authorized signatory)

Nancy R. McIntyre  
\_\_\_\_\_  
(Printed name and title)  
Purchasing Agent

  
\_\_\_\_\_  
(Signature of authorized signatory)

Thomas P. Kane  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Legal name of entity)

**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

This Confidentiality and Nondisclosure Agreement ("NDA") is entered into by and between the State of Rhode Island, Department of Administration, ("State"), and, AccessPoint RI ("Contractor").

Contractor acknowledges that the State has certain confidential or sensitive information and/or material. Contractor requires access to this information or material for purposes of assisting the State with RFQ # 7548841-MPA 401 "Off Site Shredding" for shredding. Contractor acknowledges that the RFQ shall result in a Master Price Agreement in which various State departments and other eligible entities may use such Contractor for such purposes. The State agrees to release this information to the Contractor solely for those purposes pursuant to the terms and conditions contained in this NDA. The Contractor agrees to the terms and conditions herein.

NOW THEREFORE, in consideration of the above premises and the promises contained herein, the Parties agree as follows:

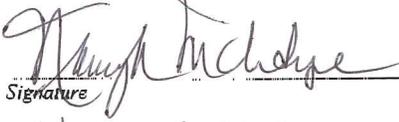
1. Whenever used in this NDA, the term "Confidential Information" will mean (i) information exempt from disclosure to the public or other unauthorized persons under either the Rhode Island General Laws or federal statutes; or (ii) information related to or obtained through the performance of the shredding services and the Purchase Order that will be issued to the Contractor, including RFQ # 7548841-MPA 401 and any addenda attached thereto, Contractor's response, NDA, Business Associate Agreement ("BAA") and/or any releases against that Purchase Order and/or other additional contract or agreement that may be entered into between the State and the Contractor unless otherwise identified as non-confidential at the time of disclosure (together the "Agreement"); or (iii) any other information which the State has identified to the Contractor in writing as confidential at the time of disclosure or within thirty (30) days after disclosure; or (iv) information that would ordinarily be reasonably considered confidential or proprietary in the light of the circumstances surrounding disclosure. Confidential Information may take the form of (but is not limited to) plans, calculations, charts, concepts, know-how, inventions, licensed technology, taxation information, design sheets, design data, diagrams, system design, materials, hardware, manuals, drawings, processes, schematics, specifications, instructions, explanations, research, test procedures and results, equipment, identity and descriptions of components or materials used, any and all personal and/or confidential information pertaining to State employees and/or State personnel, including, but not necessarily limited to, any and all personal and/or confidential healthcare and/or health and/or medical data and/or any other similar and/or related personal and/or confidential information, pertaining to State employees and/or State personnel or any other material or information supplied by or on behalf of the State, or that is disclosed to or becomes known by the Contractor as a result of its dealings with the State. Confidential Information may be in tangible or intangible form. The State's failure to expressly identify Confidential Information as such shall not in any way lessen or negate the Contractor's obligation to keep such information confidential in accordance with this NDA.
2. Notwithstanding the foregoing, the term "Confidential Information", shall not be construed to include information that (i) is or becomes readily available in public records or documents, other than as a result of a disclosure by the Contractor or other entity or persons acting on behalf of the Contractor, or (ii) can be documented to have been known by the Contractor prior to its disclosure by the State, or (iii) is disclosed pursuant to applicable Rhode Island law and/or federal law, judicial action or government regulations.
3. The Contractor acknowledges that the Confidential Information is confidential and proprietary information of the State and that its protection is essential to the security and mission of the State. The purpose of this NDA is to enable the State to make disclosure of the Confidential Information in order for the Contractor to perform the shredding while still maintaining rights in the Confidential Information. The purpose is also to preserve confidentiality of the Confidential Information and to prevent its unauthorized disclosure. It is understood that this NDA does not grant Contractor an express or implied license or an option on a license, or any other rights to or interests in the Confidential Information except to shred such Confidential Information in accordance with the requirements of the Agreement.
4. The Contractor shall require its employees, officers, independent contractors, and subcontractors, and any other entities acting on its behalf (collectively "Affiliates") to:
  - (a) Copy, reproduce or use Confidential Information only for the purpose described herein and not for any other purpose unless specifically authorized to do so in writing by the State; and

- (b) Not permit any other person to use or disclose the Confidential Information for any purpose other than those expressly authorized by this NDA; and
  - (c) disclose such Confidential Information only to those of its Affiliates who require knowledge of the same for the purpose described in herein; provided such Affiliates are obligated to maintain the confidentiality of the Confidential Information and otherwise comply with the terms of the Agreement and NDA; and implement physical, electronic and managerial safeguards to prevent unauthorized access to or use of Confidential Information, including without limitation, providing Affiliates a copy of the terms of the Agreement, NDA, BAA and any other Non-Disclosure Agreement the State may provide for said Affiliates signature. Such restrictions shall be at least as stringent as those applied by the Contractor to its own most valuable confidential and proprietary information.
5. The acts or omissions of the Contractor's Affiliates with respect to the Confidential Information shall be deemed to be acts or omissions of the Contractor.
  6. The Contractor will not remove, obscure or alter any confidentiality or trade secret notation from the Confidential Information without the State's prior written authorization.
  7. The Contractor agrees that the breach of the terms of this NDA would cause irreparable damage to the State. Therefore, the Contractor agrees that if it should breach its obligations hereunder, Contractor will defend, indemnify, and hold the State harmless from actual damages from losses that result from its breach. This includes attorneys' fees and costs of suit. Also, the State has the right to seek an order to restrain the Contractor from breaching this NDA. If the State does seek such an order, the Contractor agrees at this time to waive any claim or defense that the State has an adequate remedy at law or in damages. The State shall have the right to commence any and all legal action, whether in law and/or in equity, the State determines is necessary and required pursuant to this NDA, to include but is not necessarily limited to, any alleged violation of this NDA by the Contractor and/or its Affiliates.
  8. This NDA sets forth the entire agreement of the Parties with respect to the use and disclosure of the Confidential Information except such information which is governed by the BAA, where the BAA shall control, and may be modified only by a writing signed by both Parties. This NDA will be construed and enforced in all respects in accordance with the laws of the State of Rhode Island. The Parties consent to the exclusive jurisdiction of the Superior Court of the State of Rhode Island and exclusive venue in Providence County, Providence, Rhode Island.
  9. The Term of this NDA shall be concurrent with the term of the Agreement entered into between the State and the Contractor or as otherwise provided for by the Parties in writing, provided, however, the obligations of confidentiality shall continue and survive the Agreement or any other written agreement entered into by the Parties.
  10. In the event of unauthorized, disclosure or breach of Confidential Information, the Contractor agrees to immediately notify the State. Such notice shall be given to:

Purchasing: State of Rhode Island  
Attn: Purchasing Agent  
One Capitol Hill  
Providence, RI 02908  
(401) 574-8126  
[Nancy.McIntyre@Purchasing.ri.gov](mailto:Nancy.McIntyre@Purchasing.ri.gov)

State: State of Rhode Island  
Attn: Assistant Director of Legal Services  
Division of Legal Services  
One Capitol Hill  
Providence, RI 02908  
(401) 222-8880  
Fred.Solle@doa.ri.gov

**APPROVED**  
State of Rhode Island,  
Department of Administration

  
Signature

Nancy R. McIntyre  
Print or Type Name

Purchasing Agent 10/8/14  
Title Date

**APPROVED**  
Contractor

  
Signature

Thomas P. Kane  
Print or Type Name

President & CEO 10/3/14  
Title Date

111 Comstock Parkway  
Address  
Cranston RI 02920

401-941-1112  
Phone