

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Cloud Solutions 2016-2026**  
**Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
Master Agreement No: AR2488  
SHI International Corp  
(hereinafter "Contractor")  
And  
Commonwealth of Kentucky  
(hereinafter "Participating State" or "Participating Entity")

MA 758 1800000017

1. **Scope:** This addendum covers *Cloud Solutions* lead by the State of *Utah* for use by state agencies and other entities located in the Participating State [*or State Entity*] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. The Commonwealth of Kentucky is including all awarded services in this Participating Addendum.
  
  2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions, and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts in the Commonwealth of Kentucky are subject to the prior approval of the State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
  
  3. **Access to Cloud Solutions Services Requires State CIO Approval:** Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the Commonwealth of Kentucky's Chief Information Officer's Office, located within the Commonwealth Office of Technology ("COT"). The COT's Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
3. **Order of Precedence:**
1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's PA shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of the Utah NASPO Cloud Solutions Master Agreement, nor shall any Participating Entity be deemed to agree to any term contradictory to the law of the Participating Entity;
  2. Utah's NASPO Cloud Solutions Master Agreement (aka "State of Utah Cooperative Contract"), including negotiated Terms & Conditions;

3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this NASPO Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- 4.1 **Authorized Participating Entities.** The Commonwealth of Kentucky hereby designates The Commonwealth Office of Technology (COT) as the ONLY Executive Branch State Agency that is permitted to use this PA.. If the Contractor provides a quote to, attempts to enter into an agreement with, or accepts an Order from ANY Executive Branch State Agency that has not been granted approval as indicated above, the Participating Entity reserves the right to terminate this PA in its entirety for convenience. Additionally, any contractor cloud solutions agreement with an agency not authorized to utilize this PA shall be deemed void or voidable ab initio, at the option of the Participating Entity's Chief Procurement Official.
- 4.2 **Governing Law.** This PA shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky per KRS 45A.
- 4.3 **No Fees for Processing Credit Card Payments.** The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.
- 4.4 **Consolidated Quarterly Administrative Fee.** The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check

payable to the Commonwealth of Kentucky-Office of Procurement Services for an amount equal to one percent (1%) of the net sales (less any returns, credits or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Ave., New Capitol Annex, Room 095, Frankfort, KY 40601.

- 4.5 **Compliance with State IT Standards.** Any custom work performed by contractor shall comply with relevant requirements of the Participating Entity's Enterprise Architecture and Kentucky Information Technology Standards ("KITS"). These standards may be found online at: <http://technology.ky.gov/Governance/Pages/KITS.aspx>.
- 4.6 **Duty to Cooperate Regarding Data Breach Investigations and Notifications.** Consistent with the data protection and breach requirements contained in Exhibit 1 of the Cloud Services Master Agreement, Contractor shall take appropriate actions to allow the Commonwealth to timely fulfill its data breach investigation and notification requirements under KRS 61.931 to KRS 61.934 for any Participating Entity data possessed, controlled, or accessed by the Contractor.

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name	Nick Grappone
Address	290 Davidson Avenue, Somerset, NJ 08873
Telephone	732-564-8189
Fax	
E-mail	nick_grappone@shi.com

**Participating State**

Name	Susan S. Noland
Address	702 Capitol Avenue, Room 096, Frankfort, KY 40601
Telephone	(502) 564-5951
Fax	(502) 564-6013
E-mail	Susan.Noland@ky.gov

6. **Partner Utilization:** Each Participating State represented by NASPO ValuePoint participating in this NASPO Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The Participating State may define the process to add and remove partners and may define the partner's role in this Participating Addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Participating State acknowledges and agrees that Contractor may provide a list of partners after execution of this Participating Addendum.



7. **Terms:** The Participating State is agreeing to the terms of the NASPO Cloud Solutions Master Agreement only to the extent the terms are not in conflict with state and federal law, inclusive of any Commonwealth of Kentucky procurement statutes and regulations.

8. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this NASPO Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the NASPO Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.


9. **Assignment:** Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other.

10. **Participating Addendum:** This Addendum is effective as of the full execution of this Participating Addendum below.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: SHI International Corp.
By:  <small>Jim Barnhart</small>	By: 
Name: Jim Barnhart	Name: Natalie Castagno
Title: Commissioner	Title: Director of Response Team
Date: 7-6-17	Date: 7/6/17

(Additional Signatures as required by Participating State)

Participating State: Commonwealth of Kentucky Office of Procurement Services (OPS)
BY: 
Name: Joan Graham
Title: Executive Director
Date: 7/7/17

