

PARTICIPATING ADDENDUM**CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah



Master Agreement #:	AR 2504	CETS #	Enter #
Contractor:	GUIDESOFT, INC. dba KNOWLEDGE SERVICES ("Knowledge Services")		
Participating Entity:	STATE OF RHODE ISLAND, by and through the Rhode Island Department of Administration ("Department")		

Participating Addendum Terms and Conditions:

1. **SCOPE:** This Participating Addendum ("PA") covers Cloud Solutions led by the State of Utah for the management and provision of supplemental and/or temporary employment services to be used by Participating Entity and its departments, agencies, boards, commissions and other public entities located in the Participating State, authorized by State statutes. The terms and conditions set forth in the State's General Conditions of Purchase (220-RICR-30-00-13) ("General Conditions"), are hereby incorporated by reference into this agreement in their entirety. The General Conditions are attached as **Exhibit A**. The Master Agreement, PA, General Conditions and any applicable addendums to the General Conditions hereby form the entire agreement between Knowledge Services and the Department.

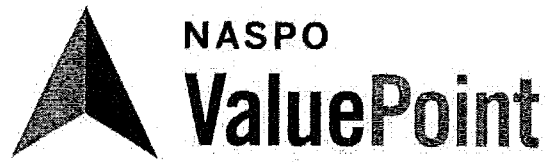
Use of NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities authorized by the State's statutes to use cooperative agreements are subject to the prior approval of the respective authorized procurement official. The Participating Entity includes all executive branch departments of the State of Rhode Island ("State"), along with the Board of Governors for Higher Education (including the University of Rhode Island, Rhode Island College and the Community College of Rhode Island).

- 1.1 This PA is for a cloud solution and services to create a Vendor Managed Service Provider (VMSP) for the provision of Information Technology, Medical and Administrative/General labor categories. The VMSP is intended to add value in the areas of contingent worker and milestone, deliverable and service-based statement of work ("SOW") procurement and utilization, reduces the costs associated with contingent engagement and management, minimizes the time spent engaging contingents and SOW projects, and ensures compliance with State policies and procedures, aligns all scope of work with its project classifications, manage its relationships with its contingent staffing and milestone, deliverable and service-based SOW project vendors ("Vendor(s)"), and increases the overall quality and speed of supplemental staff replacements of the State's contract, contract to hire, and direct hire staffing requirements, in addition to milestone and deliverable or service-based SOW project

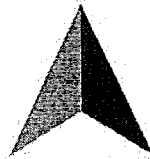


work needs ("Services"). Job titles by labor category shall be included as an **Exhibit B** to this Agreement.

- 1.2 Knowledge Services shall provide a cloud solution and manage the ongoing administration of the VMSP program, including the contract labor and direct hire sourcing process (the review, ranking, and filtering of candidates or proposals), and management of the vendor network to fulfill both time and materials and milestone, deliverable and service-based SOW requests, where there are definitive deliverables and an established end or conclusion to the project, as further defined in **Exhibit C**.
- 1.3 The State reserves the right to expand the scope of VMSP services or other labor categories and/or other additional value-added services that are of benefit to the State, if it is determined to be in the State's best interest and upon mutual agreement with Knowledge Services and the issuance of a change order by the Division of Purchases.
- 1.4 Knowledge Services shall provide a Vendor Management System ("VMS"), with unlimited licenses, accessible by end users through the internet and residing on a secure server with backup and recovery capabilities. The VMS must be NIST compliant and hosted on a FedRAMP-authorized data center, with the FedRAMP level of service.
- 1.5 The VMSP will accept requirements from the State for both time and labor and milestone, deliverable and service-based SOW requests, provide those requirements to Vendors, review, rate and filter the candidates or proposals from Vendors, provide the best candidates and proposals to the State, capture timesheet information, and accurately invoice the State for the Resources or milestone, deliverable and service-based SOW projects.
- 1.6 Knowledge Services shall provide and manage a Vendor network that meets the State's time and materials staffing and SOW project requirements of the Participating Entity, and shall add and/or remove Vendors in its reasonable and continuous discretion, with prior notice and written approval of the Department.
- 1.7 Knowledge Services will provide VMS training for all users. Knowledge Services shall provide training to Vendors on the VMS and VMSP Program.
- 1.8 Knowledge Services will provide ongoing support for the VMS.
- 1.9 Knowledge Services will provide standard reports, and will provide customized reports and/or access to data upon the State's request. If customized reports or access to data represent a material effort on the part of Knowledge Services, such requests may be subject to additional fees upon mutual written agreement of the Parties. Current standard reports include the following:
 - Timesheet spend
 - Timesheets awaiting approval
 - Expenses awaiting approval



- Cash flow
 - Posting pipeline
 - Spend
 - Usage
 - Time detail
 - Engagement reports
- 1.10 Knowledge Services will provide a plan to implement the VMS, report progress on the implementation, and identify and resolve issues during the implementation.
- 1.11 Knowledge Services will provide a comprehensive plan, as a part of the program implementation activities, to transition existing staffing vendors, current projects and Resources to the VMS.
- 1.12 Knowledge Services will facilitate semi-annually contract review meetings with the State to review performance and service level metrics, which are included as Exhibit ___ to this Contract.
- 1.13 Knowledge Services will assist the State in quantifying cost savings and identify ongoing opportunities for additional savings during the life of the contract.
- 1.14 Knowledge Services will provide annual customer satisfaction survey metrics for Vendor and State users, which will be reported to the State.
- 1.15 At Knowledge Services' discretion, Knowledge Services will provide onsite personnel, as long as onsite office or cubicle space is provided by the State between the hours of 8:30 am – 5:00 pm EST, and including internet and telephone access, and based upon minimum VMSP Program run rate spend of \$15,000,000 and volume of program activity required of the VMSP Program. If contract spend falls below such volume, the State may elect to underwrite the cost of personnel.
- 1.16 All vendors, as a condition of their participation in the VMSP Program with Knowledge Services, shall execute a Master Services Agreement with Knowledge Services.
- 1.17 When milestone or deliverable-based project services are provided under this Contract, the State, Knowledge Services and the Vendor providing Services shall enter into a Work Order, where the State, Agency, Knowledge Services and Vendor shall sign the Work Order that contains the relevant terms and conditions for the individual project. Vendor shall not perform work until the Work Order is fully executed. The State shall promptly communicate with Knowledge Services regarding any performance issues or concerns caused by Vendors providing milestone or deliverable-based projects. Knowledge Services shall work with the State Agency, as requested, to address any performance issues, conflicts, or concerns that the State Agency may have regarding performance of the Vendor(s). The State Agency shall



promptly notify Knowledge Services of any performance issues, concerns, or conflicts. Knowledge Services shall only be responsible for liability incurred a result of Knowledge Services' intentional or negligent acts.

1.18 The VMSP will provide the following types of information:

Contract Compliance;
 Contractor Sourcing Process Management;
 Resume Submission and Screening;
 Competitive Bidding and Reverse Auction Functionality;
 Personnel Credentialing and Licensing Onboarding Tracking;
 Pre-Employment Screening Compliance and Tracking;
 Time, Expense and Project Tracking, Entry and Approval;
 Approval Workflows;
 Funding Source Tracking and Reporting;
 Automatic Notifications;
 Business Intelligence, Analytics and Reporting; and
 NIST Compliance

2. PRIMARY CONTACTS:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

2.1 Contractor – GuideSoft, Inc. dba Knowledge Services

Name:	
Address:	5875 Castle Creek Parkway N. Dr., Suite 400 Indianapolis, IN 46250
Telephone:	317-578-1700
Email:	@knowledgeservices.com

2.2 Participating Entity – State of Rhode Island

Name:	Christopher Piotrowski
Address:	One Capitol Hill, 2 nd Floor, Providence, RI 02908-5860
Telephone:	401-574-8182
Email:	christopher.piotrowski@purchasing.ri.gov

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Name:	David Francis
Address:	One Capitol Hill, 2 nd Floor, Providence, RI 02908-5860
Telephone:	401-574-8105
Email:	david.francis@purchasing.ri.gov

3. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

3.2 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. The Master Agreement, PA, General Conditions and any applicable addendums to the General Conditions hereby form the entire agreement between Knowledge Services and the Department.

3.3 Definitions

“State” – The State of Rhode Island and any State agency identified herein.

“Resources” – Individuals providing the services as outlined.

“Contract” – Unless the context otherwise requires, “Contract” means this document entitled Participating Addendum and all Attachments or Incorporated Documents.

“Contracting Agency” – means the State agency identified above.

“Contractor” – The person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.

“Participating Addendum” – means this document entitled Participating Addendum exclusive of any Attachments or Incorporated Documents.

“Vendor” – Staffing supplier/subcontractor that provides consultants to perform services under the terms and conditions set forth in this Contract.

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“VMSP” – Vendor Managed Service Provider/Contractor that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.

“VMS” – Vendor Management System. The VMS is the technology that automates the procurement and management of temporary labor and milestone and deliverable-based Statement of Work (SOW) projects across the defined labor categories. The VMS is supported by Knowledge Services’ MSP Program Team, which delivers vendor management and program support for all temporary labor and SOW needs.

“Work Order” –Agreement for the scope of services when a milestones or deliverable-based project is being delivered by the Vendor.

3.4 Contract Term

This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 3.10*.

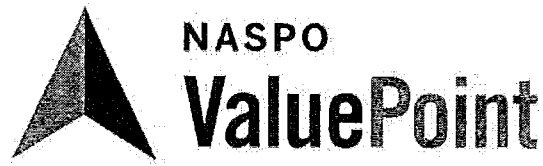
Effective from:	Upon Issuance of a Purchase Order/Agreement by the Division of Purchases	To:	September 8, 2026
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3.5 Compensation, Invoices and Payment

For staff augmentation services, compensation for Services shall be contingent upon the actual performance of services and based upon the rates as accepted by Client in the VMS. Hourly not-to-exceed rates will be mutually developed by the parties during the implementation phase of the program, and as updated upon mutually agreed upon intervals. In the event that milestone, deliverable and service-based SOW project services are provided, milestones/deliverables and associated rates shall be developed and agreed to by the parties in the applicable Work Order.

Rates are inclusive of Knowledge Services’ MSP Fee, which shall be paid by Vendor(s). Knowledge Services shall charge Vendor an MSP Fee in the amount of two-point six percent (2.6%) of each invoice.

Knowledge Services shall invoice the State weekly, with payment due within net twenty (20) days of date of invoice. Payments to vendors will be made by Knowledge Services in net ten (10) business days of receipt of payment from the State.



The State must approve or reject the Resource's time or milestones/deliverables within six (6) business days from the date of entry into the VMS. Time entries or milestones/deliverables that are neither approved nor denied by the State within ninety (90) days from the date of entry shall be invoiced to the State, and the State shall pay such invoice.

Knowledge Services shall instruct Vendor to enter all State pre-approved, reimbursable expenses, if any and as approved in writing by an authorized approver, only into the VMS for payment by the State, but such expenses shall not have a markup and will not be subject to the MSP Fee.

The State shall immediately notify Knowledge Services of any discrepancies or errors in payment, and in no event later than sixty (60) days, of its payment to Knowledge Services for such services, so that the parties may mutually resolve any payment disputes with Vendor. In the event that the State does not so notify Knowledge Services, the State may waive its right to dispute such payments.

Rates and fees in the Knowledge Services system are quoted in US dollars, and all payments shall be made in US dollars. Knowledge Services reserves the right to modify its accounting policies from time to time.

The State acknowledges that Knowledge Services shall incur no liability for the failure of the State or Vendor to collect or remit any applicable sales or use taxes to the appropriate taxing authority.

The State acknowledges and agrees that Knowledge Services shall incur no liability for the failure of the State to notify Knowledge Services of time worked and not entered or invoiced to the State.

If the State determines that it would be in the State's best interest to hire a Resource prior to completion of the term of the engagement, the State will notify Knowledge Services of the State's intent to hire the Resource, and Knowledge Services and the State will adjudicate, on a case by case basis, whether conversion fees are applicable to the Resource conversion (provided that Knowledge Services has advance notice of such conversion). Knowledge Services will then notify Vendor. Conversion fees are detailed below and shall be paid to Vendor by the State via Knowledge Services. Vendor shall be required to release the Resource from any non-competition agreements that may be in effect, and that this release will be at no cost to the Resource.

Hours Worked	Conversion Fee
0 – 160 hours worked	20% of first year annual salary
>160 – 320 hours worked	15% of first year annual salary
>320 – 480 hours worked	12.5% of first year annual salary

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>480 – 640 hours worked	10% of first year annual salary
>640 – 800 hours worked	7.5% of first year annual salary
>800 – 960 hours worked	5% of first year annual salary
>960 hours worked	0% of first year annual salary

Employer of Record/Program/Payrolling Services.

- 3.5.1.1 The State and Knowledge Services have agreed to an EOR/Payrolling rate percentage of the Resource pay rate, as defined below in 3.5.1.3, including all statutory costs or taxes, which include but are not limited to Medicare, FICA, SUTA, FUTA, PPACA, and Workers Compensation Insurance, and excluding bonuses, stock options or incentives.
- 3.5.1.2 When Resources are identified/recruited (and possibly interviewed, tested, and approved) by the State (“Named Resources”), Knowledge Services, through its affiliate, becomes the employer of record (EOR), responsible for administering payroll and payroll related costs, as well as all employer mandated taxes and insurances.
- 3.5.1.3 The Mark Up Rate shall be twenty seven percent (27%) above Resource’s pay rate as a W2 employee, and ten percent (10%) for 1099 independent contractor Resources. In the event that prescreening is necessary as determined by State, to the assignment of a Resource under this Section, Knowledge Services shall bear the cost associated with the prescreening process. The employment status of each Resource (W2 employee or 1099 independent contractor) will be mutually agreed by both parties.
- 3.5.1.4 Subject to issuance of a Purchase Order from the Division of Purchases pricing may be adjusted to reflect increases in wage and/or related tax, benefit and other costs as the result of any legislative change, agency guidance or determination, order or action by or under any applicable governmental authority, insurance, or benefit program (including, but not limited to, increases in costs for contractor to comply with the provisions of recent laws or related guidance). Adjustments will be applied as of the effective date of the increased tax, benefit, or cost and Knowledge Services will be reimbursed by the State at cost for any such increase upon reasonable advance notice to the State.
- 3.5.1.5 Resources from Vendors in the MSP program will not be converted to the EOR / Payrolling Provider, unless otherwise directed by the State.
- 3.5.1.6 Agencies are required to receive approval from the Division of Purchasing for Employer of Record services.
- 3.5.1.7 Knowledge Services will make available to the Division of Purchasing a report showing the duration of existing contract resources such that DOR can influence policy requirements with agencies around approval of contract renewals/extensions.

3.6 Estimated Schedule

The estimated schedule for implementation is as follows:

Description	Time Frame in Weeks
<i>Kickoff Meeting</i> <ul style="list-style-type: none"> ➤ Introduction ➤ Overview of Goals and Objectives ➤ Knowledge Services Program Philosophy and Overview ➤ Knowledge Services Implementation Approach ➤ Identification of Liaison (Sponsor) ➤ Pre-Plan Collaboration ➤ Communication and Change Management Strategy ➤ Implementation Data Requirements ➤ Next Step Defined 	12 Weeks Prior to Go Live
<i>Envisioning Meeting</i> <ul style="list-style-type: none"> ➤ Overview of Goals and Objectives ➤ MSP Service Level Verification ➤ Implementation Data Requirements ➤ Next Steps Defined 	11 Weeks Prior to Go Live
<i>Initial Data Collected</i> <ul style="list-style-type: none"> ➤ Vendors ➤ Department Users ➤ Resource Information ➤ Vendor, Manager, Department, etc. 	10 Weeks Prior to Go Live
<i>Internal and External Announcement of Kick-Off and Next Steps</i> <ul style="list-style-type: none"> ➤ Created ➤ Approved ➤ Sent 	9 Weeks Prior to Go Live
<i>Kick-Off Meeting(s) with All Users</i> <ul style="list-style-type: none"> ➤ Introduction ➤ Goals and Objectives ➤ Implementation Next Steps ➤ Next Steps: Discovery Meeting Requirements 	8 Weeks Prior to Go Live
<i>Vendor Kick-Off Meeting</i> <ul style="list-style-type: none"> ➤ Introduction 	7 Weeks Prior to Go Live

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Description	Time Frame in Weeks
<ul style="list-style-type: none"> ➤ Overview of Goals and Objectives ➤ Implementation Next Steps ➤ Next Steps: Contract Execution Communication 	
<i>Vendor Contract Sent</i>	7 Weeks Prior to Go Live
<i>Pre-Discovery Focus Group by Department / Agency</i> <ul style="list-style-type: none"> ➤ Introduction ➤ Overview of Goals and Objectives ➤ Current State Process Review ➤ Determine Key Contact Information ➤ Implementation Next Steps 	7 – 8 Weeks Prior to Go Live
<i>Internal and External Announcement of Training Schedule</i>	6 Weeks Prior to Go Live
<i>Discovery by Power-Users</i> <ul style="list-style-type: none"> ➤ Overview of Goals and Objectives ➤ Current State Process Review ➤ Requirements Validation ➤ Vendor / Resource Confirmation ➤ Implementation Next Steps 	6 – 8 Weeks Prior to Go Live
<i>Data Validation</i> <ul style="list-style-type: none"> ➤ Vendors (Contract Status) ➤ Resource Information ➤ Vendor, Manager, Department 	5 Weeks Prior to Go Live
<i>Report of Findings/Future State Process Review</i> <ul style="list-style-type: none"> ➤ Outline Documented Program Processes ➤ Sign-Off on Program Processes and Procedures ➤ Implementation Next Steps 	4 Weeks Prior to Go Live
<i>Department / Agency / Supervisor Program Overview</i> <ul style="list-style-type: none"> ➤ Overview of Goals and Objectives ➤ Program Process / Rollout Overview ➤ SLA Development 	3 Weeks Prior to Go Live
<i>Vendor Program and Training</i> <ul style="list-style-type: none"> ➤ Overview of Goals and Objectives ➤ Program Process / Rollout Overview 	1 Week Prior to Go Live

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Description	Time Frame in Weeks
➤ SLA Development ➤ Training	
<i>Go Live</i>	TBD

3.7 Process for Requesting / Securing Resources:

The Requisition / Statement of Work (SOW) is submitted to the MSP;

The MSP must post positions for standard job orders, urgent job orders and SOWs within a reasonable, mutually agreed upon timeframe determined by the State;

The MSP notifies all Vendors within their network;

Vendors submit resumes/responses;

The MSP reviews resumes and selects the top Candidates to present to the Requestor;

The Requestor reviews, interviews and selects the Candidate and notifies the MSP;

The MSP notifies the Vendors of the selected/non-selected Candidates;

The Requestor initiates the standard process for creating and expediting an Order. Candidate cannot begin work until all paperwork has been completed and fully executed; e.g., background checks, work order / purchase order, etc.

The MSP arranges the start date as approved by the Requestor; and

Time / Deliverable(s) is entered daily or weekly by the Resource through the VMS and approved / denied by the Requestor.

3.8 Background Checks

All costs associated with the background check process will be at Knowledge Services' applicable Vendor's expense.

Knowledge Services will use a standard background check company and mandate its usage by all Vendors. Additionally, Knowledge Services must comply with IR 1075 that are implemented by the legislature, and with any background check

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requirements required by statute or federal law, and as communicated by the State to Knowledge Services.

At the sole discretion of the State, a Resource may begin their assignment pending the results of the background or fingerprint check. The State may elect to waive any or all requirements, and such waiver shall be communicated in writing from Knowledge Services to Vendor prior to Resource's assignment.

Background check requirements by position and/or agency will be developed by the parties during implementation.

Knowledge Services shall provide confirmation of any drug screen and/or background checks to the appropriate State agency contact unless otherwise prohibited by law, and Knowledge Services shall require that Vendor obtain a written release from the Candidate.

In the event that Knowledge Services or Vendor discovers that any Candidate has committed any crime outlined within the State's published criteria for criminal background checks, and in accordance with applicable law, Knowledge Services shall immediately notify the appropriate State agency contact and the appropriate adjudication shall be made.

3.9 Probationary Period for Staff Augmentation Resources

Knowledge Services, or the applicable Vendor, shall provide all Resources to the State on a probationary basis for two (2) business days.

Knowledge Services acknowledges that, at any time during such probationary period, the State may determine that a Resource is not suitable for the assignment for reasons related to experience level, performance, qualification, skill or technical proficiency.

Knowledge Services may remove such Resource from the assignment. In such event, the State shall have no obligation to pay for any of the hours worked by such Resource during such probationary period.

Notwithstanding the foregoing, the State may end a Resource's assignment at any time, and shall only pay for time worked by the Resource.

3.10 Contract Termination

Termination Without Cause. For a period of three (3) years from the date of execution, this Contract may only be terminated for the reasons stated in 220-RICR-30-00-13.20(A-C) of the General Conditions. Regardless of any terms to the contrary, after a period of three (3) years from date of execution, this Contract may

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be terminated without cause upon one hundred and eighty (180) days' written and email notice to the other party.

In the event of a termination or contract expiration the contractor shall, upon the State's written notice:

Develop a mutually agreed upon plan to furnish phase-in, phase-out services up until this Contract expires or terminates, and negotiate in good faith a plan with the State or a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall be subject to the State's approval. Such plan shall specify a date for transferring responsibilities for each division of work detailed within the plan. The Contractor shall continue to provide experienced personnel during the phase-in, phase-out period to ensure that the services detailed within this Contract are maintained at the required level of proficiency.

The State shall continue to pay VMSP fee for services so long as Contractor is delivering services under the phase-in / phase-out plan.

The Contractor continue to allot personnel to assist the State with ensuring the continuity and consistency of the services required by this Contract. The Contractor shall provide to the State and/or the successor all necessary records and allow the successor to engage with supplier community

3.11 Insurance Requirements

Knowledge Services shall meet the following insurance requirements:

Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate coverage

Auto Liability Insurance Single Limit: \$1,000,000

Medical Malpractice: \$2,000,000 per occurrence; \$6,000,000 general aggregate coverage

Workers Compensation: \$1,000,000

Employment Practices Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 general aggregate coverage

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Umbrella Liability: \$4,000,000 general aggregate coverage

Crime Liability: \$500,000 per occurrence

Professional Liability: \$1,000,000 per occurrence

Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate coverage

Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate coverage

3.11 Surety Bond

A bond will be established that equates to 4 weeks fees for all Employer of Record resources currently under contract. The first bond amount will be set upon completion of the implementation phase and in each July thereafter.

3.12 Minority Business Enterprise (MBE) Participation Requirement

The parties acknowledge that the State has previously identified and selected certain vendors to provide staff augmentation services to the State, and this list consists of both MBE and non-MBE firms. Knowledge Services agrees to retain such list of vendors, provided such vendors wish to be retained. Knowledge Services further agrees to assume the responsibility of meeting MBE participation requirements under R.I. Gen. Laws § 37-14.1, and will make a good faith effort to meet this requirement for all future staff augmentation services and may direct certain staff augmentation positions or Resources to certified MBE firms so that such participation goals are achieved. Both parties acknowledge and agree that the primary objective of this contract is to provide quality resources at a cost effective price.

Exhibit A

Examples of the Sourcing Processes – For Illustration Purposes Only

I. Participation in the VMSP Program.

- a. The State agrees to terminate any existing contractual relationships for staffing services to be provided in the MSP Program under this Agreement, with its current staffing vendors prior to the Program Start Date.
- b. Knowledge Services shall have no liability to the State for, and the State hereby agrees to defend, indemnify and hold harmless Knowledge Services from, any liability of any kind arising out of or related to (1) any services or invoices of the current staffing vendors provided to The State

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prior to the Program Start Date, if any, or (2) the exceptions regarding the Incumbent Workers expressly stated herein, if any, to Knowledge Services' obligations.

- c. Knowledge Services will add new staffing vendors to the VMSP Program only after such Vendors have been approved by The State, and after such vendors have complied with all Program contractual requirements.

II. Resource Sourcing Process. Knowledge Services shall implement the following process when sourcing Resources for the State's open positions, as well as when backfilling positions.

- a. The State Hiring Manager or Time Approver ("State Manager") provides job posting information to Knowledge Services Program Team ("KS Program Team"); via dotStaff™;
- b. KS Program Team verifies rate and position title are appropriate based on the job description; clarifies any details with State Manager prior to posting to dotStaff™;
- c. The approved positions will be released to all suppliers in dotStaff™ concurrently via their notification preference;
- d. Vendors log into dotStaff™ to review the posting;
- e. Vendors submit resumes and bill rates in dotStaff™; Bids can be evaluated based on the bill rate and vendors will have the ability to see the lowest submitted rate (reverse auction)
- f. KS Program Team will provide ranking for resumes and determines most qualified Candidates through dotStaff™;
- g. State Manager receives resumes via dotStaff™;
- h. State Manager reviews resumes and selects Candidates for interviews;
- i. Interviews are coordinate via dotStaff™ and KS Program Team confirms with State Manager;
- j. State Manager interviews candidates, identifies top selection and selects candidate
- k. Vendor receives request for selection and best and final offer (BAFO)
- l. Vendor edits rate in dotStaff™ to reflect best and final offer (BAFO) rate, as needed;
- m. Final rate is validated and accepted with State Manager and start date is coordinated;
- n. Vendor completes prescreening requirements; background check, drug screen results and other on-boarding requirements are documented in dotStaff™
- o. Resource begins work and enters time in dotStaff™;
- p. State Manager reviews and approves time in dotStaff™ throughout duration of engagement period; and
- q. Knowledge Services invoices the State, the State pays Knowledge Services, Knowledge Services pays Vendors.
- r. dotStaff™ provided transparency into the payment status

III. Statement of Work/Fixed Bid Milestone-based Project ("SOW") Sourcing Process.

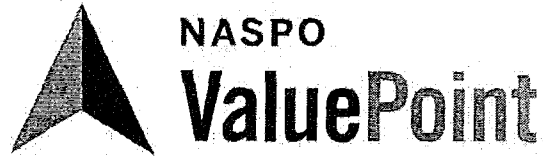
The following is an example of the Statement of Work/ Milestone and Deliverable-based Project ("SOW") Sourcing Process.

- a. The State Manager identifies need for milestone and deliverable-based SOW project services. The State Manager will provide a description of the SOW project to be undertaken, the outcomes desired, milestones and deliverables required, time for completion, systems and applications to be integrated, payment and deliverable milestones, and other pertinent information;

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- b. KS Program Team and the State Manager discuss requirements, scope of services requested and develop Vendor selection criteria for distribution in dotStaff™;
- c. The State Manager provides KS Program Team with a finalized Request for Services (“RFS”);
- d. RFS released to Vendors in dotStaff™;
- e. KS Program Team facilitates Q/A process and schedules Pre-Bid Conference with Vendors, if required;
- f. Vendors submit proposal response to RFS in dotStaff™. Project Proposal, to include, but not limited to:
 - 1. Provide an executive summary demonstrating an understanding of the State’s request.
 - 2. Provide a proposed project plan that includes a list of tasks, timelines, milestones/deliverables, services, assumptions, roles and responsibilities, and risks for the project.
 - 3. Describe the implementation team, including the contact information and qualifications for both a dedicated project manager and for the rest of the project team. Provide a proposed budget that lists the project team, number of hours each team member will take to complete the project (if required), each team member’s hourly rate, and totaling to the proposed fixed-price project cost.
 - 4. Describe test plans, as may be required.
- g. Evaluation of Vendor responses by the State/State Manager, including scoring of proposals and Vendor presentations;
- h. The State/State Manager determines shortlist of Vendors;
- i. The State/State Manager will review SOWs and may request oral presentations and discussions with one or more Vendors, including potentially interviewing the proposed staff for the completion of the work.
- j. KS Program Team schedules oral presentations, if required;
- k. The State/State Manager selects Vendor and provides scoring;
- l. BAFO is conducted with final Vendors;
- m. KS Program Team meets with the State/State Manager to finalize award of RFS;
 - 1. The State/State Manager reserves the right to accept and/or reject Vendor’s project plan, personnel and/or project cost estimates. Vendor’s preparation and submission of a project request proposal shall not be reimbursed.
 - 2. Vendor shall not begin work on any project until the State/State Manager has accepted the project plan and KS Program Team has notified the Vendor as such.
- n. Vendors are notified of award;
- o. Services Work Order is prepared for awarded Vendor and the State Manager signature;
 - 1. Each Work Order shall specify all milestones, including a complete description of the deliverables due at each milestone; and
 - 2. The timeline for submission.
- p. Milestones or deliverables are set-up in dotStaff™;
- q. Vendor submits services against milestones or deliverables in dotStaff™;
- r. The State Manager approves milestones, deliverables or services in dotStaff™; and
- s. Knowledge Services invoices the State, the State pays Knowledge Services, Knowledge Services pays Vendor.



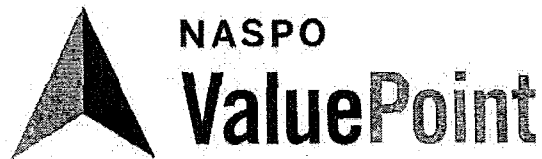
- t. Vendor shall not exceed the approved timeline or approved costs without prior, written approval of the State/State Manager in the form of a Change Order. If prior, written approval is not received, Vendor shall not be paid in excess of the approved amount. In the event that the State requires any changes to the services to be performed under a given project, Vendor shall submit a revised project cost and/or timeline estimate to the State/State Manager, which will be incorporated into a Change Order.

IV. Account Management, Service Level Agreements & Reporting. Knowledge shall provide the following account management, service level agreements and reporting functions:

- a. Provide a Program Manager (defined as the State's single point of contact from the KS Program Team) responsible for the management of the State VMSP Program;
- b. Provide a plan to implement the VMSP, report progress on the implementation, and identify and resolve issues during the implementation;
- c. Provide VMS training for all users;
- d. Provide standard reports as well as a reasonable amount of user-defined reports in electronic format to the State;
- e. Facilitate annual business reviews with the State to review performance, cost savings, new opportunities, program satisfaction survey results, etc.;
- f. Track the performance of Vendors to ensure the following Service Level Agreements (SLAs) are maintained;
 1. Requisition confirmation response in four (4) hours from request receipt;
 2. Requisition release to Vendor network within one (1) business day from request receipt;
 3. Resume submittal response in three (3) business days from request receipt;
 4. Requisitions complete (filled) within two (2) weeks or less;
 5. Urgent Requests for resume submittal response within forty-eight (48) hours from request receipt;
 6. 90% satisfaction rating by State Managers through an annual customer service survey.

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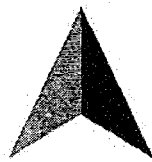
**Exhibit B****Job Titles and Classifications**

This list as well as other mutually agreed upon job titles and classifications will be utilized under this Participating Addendum.

Medical:
Reader for the Blind
Dental Assistant
Teacher Assistant/Aide
Paralegal Support Aide
Medical Claims Processor
Laboratory Specialist I
Behavior Resource Specialist- RI School for the Deaf
Dietitian
Project Services Coordinator
Radiology Technologist- Zambarano Unit
Radiology Technologist- ACI
Dental Hygienist
Program Manager II
Dietician- Zambarano Unit
Functional Vision Specialist
Project Coordinator/Community Services
Respiratory Therapist I
Respiratory Therapist II
Respiratory Therapist III
Certified Occupational Therapy Assistant (COTA)
Expressive Therapist
Behavioral Psychologist
Registered Nurse
Program Coordinator-Facilitator
Pharmacist
Rehabilitation Counselor
Chemical Dependency Professional
Speech Pathologist- RI School for the Deaf
Nurse Practitioner (General)
Grants Project Specialist -- 5000
Audiologist- Eleanor Slater Hospital (ESH)
Occupational Therapist II
Physical Therapist II
Dentist

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Clinical Reviewer- Dentist (Vocational Rehabilitation)
Substitute Physician (Donley Center)
Physician (Donley Center)
Physical Therapy Assistant – (Institutional)
Medical Continued:
Occupational Therapy Assistant – (Institutional)
Physical Therapy Assistant – 252
Occupational Therapist – (Out Patient)
Physical Therapist – (Institutional)
Occupational Therapist – (OTR)
Physical Therapist – (PT)
Occupational Therapist – (Institutional)
Speech Language Pathologist – Charge Per Visit
MA, MSW – Rehabilitation Psychology Services
Speech Language Pathologist – Charge Per Assessment
Program Director – Rehabilitation Psychology Services
PhD – Rehabilitation Psychology Services
Physical Therapist

Administration/Clerical:
Licensing Aide II
Assistant Administrative Officer
Senior Word Processing Typist
Laborer
Fiscal Clerk
Data Processor 4
Clerk Secretary
Senior Clerk Typist
Legal Assistant
Paralegal Aide
Senior Word Processing Typist
Data Manager I
Teacher Aide (2+ years)
Transitional Aide (2+ years)
Carpentry Aide
Grants Project Specialist – 1500
Culinary Aide
Administrative Assistant – (NFG NG RIANG)
Facilities and Operations Assistant
Investigator 2
Grant Assistant
English as a Second Language (ESL) Tester

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Master Cooperative Agreement- Fiscal Asst.
Program Assistant 2
Job Coach – RI School for the Deaf
Grants Project Specialist – 2100
Administration/Clerical Continued:
Social Caseworker III
Barber Instructor
Grant Administrator – Fiscal Assistant
Transitional Coordinator – Community Service
Barber Instructor 2
Energy Planning and Policy Manager
Data Collection Quality Control Specialist
Post-Secondary Instructor
Grants Project Specialist – 3500
Business Systems Efficiency Specialist
Communications Manager
Antiterrorism Program Chief
Project Director – Grants – 3810
Communications Manager 2
Substitute Teacher – RI School for Deaf (1-15 days)
Substitute Teacher (30 + days)
Substitute Teacher – RI School for Deaf (16-30 days)
Substitute Teacher – RI School for Deaf (31-45 days)
Long Term Substitute Teacher

Information Technology:
Data Processor 2
Data Manager II
Data Manager I
Information Services Technician I
Desktop Support Technician – Junior
Desktop Support Technician – Intermediate
Desktop Support Technician – Senior
Web Developer – Intermediate
Business Analyst – Senior
Server Administrator – Intermediate
Project Manager – Intermediate
Programmer – Senior
Web Developer – Senior
Systems Analyst – Senior
Content Developer – Senior
Project Manager – Senior

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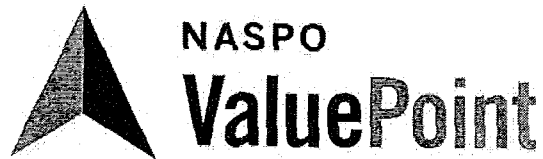
Process Architect – Intermediate
Oracle Financial Specialist – Senior
Database Administrator – Senior
Designer/Technical – Senior
Information Technology Continued:
Process Architect – Senior
Solution Architect – Senior
Data and Applications Assistant
Cyber Terrorism Program Manager
Supervisor Information Technology Systems
Computer Forensic Analyst

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Exhibit C
Service Level Agreements

Performance Metric	Description	Standard	Performance Target	Calculation
Work Request Confirmation	Average response time from receipt of request to confirmation	4 business hours	95% or higher	# of requests confirmed within 4 business hours / total # of requests
Release of Request to Supplier Base	Time between verification of request and release to the network	1 business day	95% or higher	# of requests released within 1 business day / total # of requests
Resume Submittal Response Time	Average response time from release of request to the Supplier network to State Managers receipt of Candidate resumes	4 business days	95% or higher	# of requests where State Managers received candidate resumes within 4 business days / total # of requests
Normal Request Fill Rate	MSP's ability to satisfactorily fulfill requests	100%	90% or higher	Total # of requests filled / total # of requests
State Manager Customer Service Survey	Annual Customer Service Survey to State Managers who utilized the MSP Program	Annually	NA	NA
Supplier Customer Service Survey	Annual Customer Service Survey to all Suppliers in the network	Annually	NA	NA

NASPO ValuePoint
PARTICIPATING ADDENDUM



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

Katie Bolenz 6/17/2019 corporate counsel
GuideSoft, Inc. dba Knowledge Services Date Title

Theresa McDuffie 6/17/19 State of RI Purchasing Agent
State of Rhode Island Authorized Signature Date Title

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

Please email fully executed PDF copy of this document to: PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.