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NASPO ValuePoint

PARTICIPATING ADDENDUM

CLOUD AND SOFTWARE SOLUTIONS

Led by the **Utah**

Master Agreement :**#LS4987**

Participating Addendum #: **PADD202710055**

Contractor: **Computer Aid Inc.**

Participating Entity: **STATE OF IDAHO**

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity (collectively, the "Parties").

1. Scope:

   This PA includes the following scope of the products and services available through the Master Agreement referenced above:

   - Cloud & Software Solutions
     - Value-Added Reseller: SaaS
       - Vendor Management Solution (VMS)
     - Value-Added Reseller: Value Added Services
       - Managed Service Provider

Any scope exclusions specified herein apply only to this PA and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This PA covers participation of Participating Entity in the above-referenced Master Agreement between the State of Utah and Contractor for Cloud & Software Solutions. This PA may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state and are collectively referred to as the agencies.

   2.1. This PADD is an Open Contract pursuant to I.C. 67-9216 and IDAPA 38.05.01.042.06. All agencies seeking to procure this type of property are required to do so through the Open Contract(s).

3. Term: This PA shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the PA is terminated sooner in accordance with the terms set forth herein.

4. Termination: The State of Idaho may terminate this PA at any time with or without cause, upon sixty (60) calendar days written notice to Contractor specifying the date of termination. The State of Idaho may immediately terminate this PA if the State of Idaho determines that the Contractor has violated a material term of this PA or the Master Agreement and Contractor has failed to cure such violation within thirty (30) days after written notice describing it in reasonable detail; provided that the State may terminate immediately where the violation is not capable of cure or where continued performance would expose the State to imminent harm. Contractor's obligations concerning State of Idaho originated PHI shall survive termination of this PA. Notwithstanding termination of this Agreement, any provisions that by their nature are intended to survive shall remain in full force and effect. These include, without limitation, the provisions regarding Independent Contractor Status, Indemnification by the

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Contractor, Records and Data, Audit Exceptions, and Compliance with Certain Laws, Licensing, and Certifications. Upon termination by either party, the Contractor shall: (a) promptly discontinue all work, unless the termination notice directs otherwise; (b) promptly return to the agencies any property provided by the agencies pursuant to the Contract; and, (c) deliver or otherwise make available to the agencies all data, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing the Contract, whether completed or in process. Upon any termination or expiration, the State shall pay Contractor for all Services performed and all non-cancellable third-party license, subscription and hosting fees incurred through the effective date of termination

4.1. If the Contractor fails to deliver, or fails to deliver on time, or if there is a discrepancy in the quality and/or quantity of contract personnel received, or a default on any other provisions in the Contract, Ordering Agencies shall notify the Contractor. In the event of an unsatisfactory response from the Contractor, Ordering Agencies may contact DOP to provide contract management.

4.1.1. DOP will meet with the Contractor to review and verify the performance discrepancies. The State shall have the discretion to do all of the following:

4.1.1.1. Further monitor performance and issue Corrective Action Plan or Cure Notice

4.1.1.2. Terminate the Contract

4.1.1.3. Pursue legal remedies available to the State

5. Value: The estimated value of this PA is $14,500,000.00 per year. The dollar amount listed is an estimate and cannot be guaranteed. The actual dollar amount of the PA may be more or less depending on the orders placed by each Purchasing Entity.

6. Primary Contacts: The following (or their named successors) are the primary contact individuals for this PA:

CONTRACTOR:

Name:	Linda Leiby
Address:	1390 Ridgeview Dr, Allentown PA 18104
Telephone:	(570) 337-8698
Email:	Linda.Leiby@cai.io

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PARTICIPATING ENTITY:

Name:	Division of Purchasing, Contract Administration
Address:	650 West State Street, Boise, ID 83720
Telephone:	208-327-7465
Email:	ContractAdmin@adm.idaho.gov

7. Participating Entity Modifications and Additions to the Master Agreement: This PA incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**
   7.1 Governing Law: This PA shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this PA will remain in full force and effect.
   7.2 Amendments: Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PA.
   7.3 Certification Concerning Boycott of Israel: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021.
   The Contractor certifies as follows: Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
   7.4 Disclosure of Abortion Related Matters: The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the “Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

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7.5 Certification Concerning Government of China: Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

7.6 Certification Concerning Boycott of Various Industries: Pursuant to Idaho Code section 67-2347A (Effective July 1, 2024), if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement, engage in, a boycott of any individual or company because the individual or company: (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms. The terms in this section defined in Idaho Code section 67-2347A shall have the meaning defined therein, including through reference to another section of Idaho Code.

7.7 Taxes: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

7.8 Assignment: Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-9230).
Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

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7.9 Public Records and Trade Secret: A) Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B) Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

7.10 Terms and Conditions in the Master Agreement that Do Not Apply to this PA: Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

Waive the sovereign immunity of the state of Idaho;

Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.

Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.

Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).

Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

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8. Subcontractors: All subcontractor personnel engaged by the Contractor shall be subject to the same qualifications, background checks, licensing requirements, uniform standards, and conduct obligations applicable to the Contractor's direct employees. The Agency reserves the right, in its sole discretion, to object to any subcontractor or subcontractor personnel and to require their immediate removal and replacement. No subcontracting arrangement shall relieve the Contractor of any duty or liability under this Agreement.

9. Orders & Payment: Any order placed by Participating Entity or for a for a product or service offered through this PA shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the Parties to the order agree in writing that another contract or agreement applies to the order. Invoices shall be paid Net 30. Invoices for services rendered past ninety days (90) days may be denied.

10. Data Location: Any data centers used by the Contractor for activities related to the services required in this Contract must be located within the Continental United States and storage of Data at rest shall be located solely in data centers located within the Continental United States. The Contractor shall not allow its personnel or subcontractors to store Data on portable devices, except for devices that are used and kept only at its data centers located within the Continental United States. Each data center used by the Contractor to support Participating Addendum must be within a physical security perimeter to prevent unauthorized access, and physical entry controls must be in place so that only authorized personnel have access to Data.

11. Data Rights: The Contractor shall, at the request of the State, return all State Data, including all backups, extracts, logs, metadata, documentation, and derivative works, in a mutually agreed-upon format, at no additional cost to the State. Such Data must be returned within thirty (30) calendar days of the State's written request unless a shorter timeframe is required by law or urgency. The Contractor shall not charge any fees for Data extraction, access, export, conversion, or delivery.

12. Temporary Staffing Services General Requirements: The Contractor must make every effort to provide Ordering Agencies with temporary staff who are seeking placement for the length of time specified in each request. Ordering Agencies will not always know the exact length of time needed for certain positions, and therefore, reserves the right to request temporary staff for a minimum amount of time and to request additional temporary staff to relieve currently working temporary staff to prevent the occurrence of overtime. Ordering Agencies must approve of all overtime hours for each individual temporary staff on a case-by-case basis prior to the occurrence of overtime. If ordering agency does not approve overtime the prior the State may require the Contractor to pay the overall cost of that overtime. Ordering Agencies also reserve the right to give the Contractor blanket approval for overtime allowed on specific projects, specific work locations or specific temporary staff for a specified period of time.

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12.1. All temporary staff will be appropriately dressed for the assignment and must maintain a professional demeanor. Dress code policy is established by the Ordering Agency. Temporary staff must dress according to the requirements of the Ordering Agency requesting the assignment. Any required specific attire will not be provided by or reimbursed unless specified by the Ordering Agency.
12.2. Temporarily assigned staff should be available for the entire length of the assignment; however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.
12.3. The Ordering Agency reserves the right to reduce the length of the temporary assignment and will provide the Contractor with as much notification as possible.
12.4. Qualifications, knowledge, skills, and abilities required of temporary staff must meet the minimum requirements for each position as outlined in **Attachment 1** - . The temporary staff must have the ability to work on an "as needed" basis, including overtime and on holidays when required, from one (1) up to seven (7) days per week, as defined in each individual Agency request.
12.5. The State will require temporary staff on an "as needed" basis for the duration of this Contract.
12.6. The Ordering Agency will not be responsible for the Contractor's temporary staff who voluntarily leave the Contractor's employment or engages in employment with another company.
12.7. Ordering Agencies have the right to refer qualified potential applicants to the Contractor(s) for screening and assignment to fulfill the Ordering Agency's needs.
12.8. Ordering Agencies maintain the right to interview all temporary staff referred by the Contractor(s) and to reject any applicant not deemed suitable for the current position.

13. Contractor's Responsibilities: The Contractor must review the information as described in **(Attachment 1)** Position Descriptions and any other information necessary to determine what job category satisfies each service request.
13.1. Follow individual Ordering Agencies required fulfillment timeframes, which will be provided by the Ordering Agency.
13.2. Confirm with the Ordering Agency the arrival of its temporary staff by telephone within thirty (30) minutes after scheduled arrival time.
13.3. Communicate with its temporary staff the Ordering Agency's requirements regarding hours of work, duration, location, expectations, dress code and other information concerning the assignment.
13.4. Validate that persons holding positions requiring the use of personal vehicles have a valid driver's license and automobile insurance as required by law. Ordering Agencies reserve the right to require documentation from the Contractor that this has been verified.
13.5. Maintain a pool of tested, qualified, and available temporary staff in order to ensure adequate and timely staffing, available to Ordering Agencies upon notification, including at times an "as soon as possible" timeframe.
13.6. Not place temporary staff outside of applicable job classification. Periodic checks of requests and assignments will be performed by the Ordering Agency to ensure this does not occur.

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13.7. Conduct periodic quality assurance checks with the Ordering Agency's point of contact to verify the Ordering Agency's requirements are being fulfilled by the temporary staff. At a minimum, these checks must be completed at the end of the first week of any assignment. Ordering Agencies may request quality assurance checks at any interval during the term of the temporary staff's placement.

14. Federal I-9 Compliance & Verification: Contractor shall fully comply with the Immigration Reform and Control Act of 1986 (IRCA), Immigration and Nationality Act, and all successor statutes ("Immigration Laws"). Contractor shall:
    14.1. Complete USCIS Form I-9, Section 1 and Section 2, for each individual hired to work temporarily under this Agreement.
    14.2. For each temporary employee, Contractor (or a designated authorized representative) shall:
        14.2.1. Examine original identity and employment authorization documents listed under Form I-9.
        14.2.2. Ensure documents reasonably appear genuine and relate to the employee.
        14.2.3. Record document details on Section 2 of Form I-9 within the timeframe required by federal law (within three business days of hire),
        14.2.4. Retain completed Form I-9s and E-Verify case records (if used) in compliance with federal retention rules.
        14.2.5. Make all Forms I-9 available for inspection by the Federal Government, or other relevant agencies upon reasonable notice.
        14.2.6. The Contractor certifies that all employees placed under this Agreement have completed Form I-9, in-person verification has been completed, and documentation requirements met.
        14.2.7. Contractor has and will maintain full compliance with all current and future applicable Immigration Laws and regulations governing employment eligibility.
        14.2.8. Contractor shall conduct periodic internal audits to confirm compliance with I-9 procedures and promptly correct any identified deficiencies.
        14.2.9. Failure to comply may result in contract termination, withhold payment, or debarment pursuant to applicable federal rules.

15. Ordering Agency's Responsibilities: The request shall include, but not be limited to:
    Number of temporary staff needed;
    Job duties;
    Equipment to be used;
    Knowledge, skills and education and/or experience;
    Computer software to be used;
    Hours of work;
    Expected length of assignment;
    Job related attire;
    Position location;
    Ordering Agency contact person; and Other pertinent job-related information.

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Depending on the amount of detail required, it is recommended the Ordering Agency submit this information in writing via e-mail or facsimile to reduce the possibility of an inappropriate temporary assignment.
Each ordering agency will provide the Contractor with a list of position classifications; however, this list is not intended to be all-inclusive. Ordering Agencies may request additional temporary positions by supplying the Contractor with the employee pay rate, position title/classification, and a description of duties.

16. Work Hours: The exact work hours for temporary staff will be determined by the Ordering Agency. Generally, work hours begin at 8:00 a.m. and end at 5:00 p.m. Monday through Friday excluding State of Idaho observed holidays. https://www.idaho.gov/government/state-holidays/
    16.1. Temporary staff will not be paid for their lunch hour.
    16.2. The ordering agency to request temporary staff for holiday, evening/night, weekend or shift work.
    16.3. Work hours may vary by Ordering Agency and by job duty.
    16.4. The Ordering Agency reserves the right to request a replacement of any individual. If for any reason a replacement is required within the first eight (8) hours of service, there will be no charge to the Ordering Agency. Any time beyond the initial eight (8) hours of service, the temporarily assigned individual is determined to be unsatisfactory; the Contractor agrees to issue a credit invoice to the Ordering Agency for the total charges from the point the Ordering Agency notifies the Contractor to request a replacement.
    16.5. The Contractor agrees to replace an unsatisfactory individual within one (1) business day; however, the Ordering Agency has the option to request Contractor provide a new supplier through the MSP.
    16.6. The Ordering Agency be the sole judge as to whether a temporarily assigned individual is satisfactory and is fulfilling the Ordering Agency's requirements.

17. Holiday/Vacation/Sick Pay:
    17.1. It is at the sole discretion of the ordering agency whether the position is allowed additional benefits:
        17.1.1. Paid Holidays
        17.1.2. Paid Vacation
        17.1.3. Paid Sick Time
    17.2. Ordering agency shall indicate additional benefits upon request of the temporary position.

18. Overtime: The Contractor shall ensure Overtime is paid in accordance with federal law, covered non-exempt employees must receive overtime pay at a rate of at least one and one-half times their regular rate of pay for all hours worked over 40 in a single workweek.

    18.1. The Fair Labor and Standards Act (FLSA) does not require extra or overtime pay for work on Saturdays, Sundays, holidays, or regular days of rest, unless those hours push the total past 40 for the workweek.

19. Travel: In the event a temporary staff's duties require travel, the reimbursable travel costs will be reimbursed in accordance with the applicable Idaho Board of Examiners Travel Policies

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and rates upon submission of a detailed account of travel expenses and supporting documentation. Mark-up rates must not be added to travel costs. https://www.sco.idaho.gov/web/sbe/sbeweb.nsf/pages/trvlpolicy.htm

19.1. Travel authorizations must be given before travel occurs per Ordering Agency's internal policies.
19.2. Travel expenses submitted for reimbursement must follow Ordering Agency's internal policies.
19.3. The temporary staff and the Ordering Agency's contact person must sign the travel expense form.
19.4. The form must be submitted with the Contractor's invoice for services with the travel expense as a separate line item on the invoice in order to be reimbursed by the Ordering Agency.
19.5. The type of position requiring travel will vary based on the individual Ordering Agency's requirements.

20. Billing Procedure: Invoice must show the number of hours, with regular and overtime listed separately for each individual temporary staff for that week, include the job description for work performed.
    20.1. Hourly rate billed and total amount billed for each individual temporary staff, based upon the corresponding hours for that week.
    20.2. List total amount of allowable miles reimbursed for each applicable temporary staff for that week.
    20.3. List the total amount billed in mileage reimbursements for each individual temporary staff for that week. Ordering Agencies require copies of the mileage logs submitted with the weekly invoices to validate amounts invoiced.
    20.4. Invoices that contain errors will be returned to the Contractor for correction.

    20.5. The Contractor will have two (2) weeks to correct the invoices and resubmit to Ordering Agencies.
    20.6. In addition to the requirements outlined above, the Contractor must provide the following information with each invoice:

        20.6.1. Contract number.
        20.6.2. Identification of the Ordering Agency's location that each contracted personnel is working.
        20.6.3. Identification of the week being billed (i.e., beginning and ending date range of week being billed).
        20.6.4. Grand total amount billed for all temporary staff for that week.
        20.6.5. Name of authorized individual and contact information for Contractor.
        20.6.6. Ordering Agencies may have additional requirements, the Contractor(s) must follow individual Ordering Agency's internal policies.

21. Temporary Staffing Changes: An ordering agency may change or cancel its request for Temporary Staffing without penalty if the order is cancelled at least two hours prior to the start of the assigned shift. If the agency provides less than two hours cancellation notice the Contractor may charge up to two (2) hours at the designated hourly rate.

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22. Background Checks: The Contractor(s) must conduct background and reference checks on potential temporary staff prior to any assignments and must be prepared to conduct more extensive background investigations when required by the Ordering Agency. Contractor(s) must send notification to the Ordering Agencies of the compliance of the background and reference checks. Failure to provide notification of compliance will be considered a violation of the contract and may result in rejection of the temporary staff and may jeopardize future placements.

    22.1. The transfer of a temporary background check completed within the last year for an individual provided through a temporary staffing agency enrolling to provide staff under the CAI Vendor Management System is allowable. However, if the Agency, in its sole discretion, determines that a new background check is required for that individual, the Contractor must comply and ensure the temporary staff member successfully completes the background check prior to being placed with the Agency.

    22.2. Ordering agencies may have stricter requirements and some temporary staff will be required to pass a state and federal background. The Contractor must be able to provide such requirements when required by the Ordering Agency.

    22.3. The costs of the background checks must not be inclusive of the position rate. At a minimum, criminal and driving record background checks must be analyzed by the Contractor(s) in accordance with applicable laws and guidance. At a minimum, the background check information must contain the same information from iCourt and the Idaho Supreme Court Data Repository for criminal records and the Idaho Transportation Department's Driver License Record Search for driving records, or the equivalent for each state. All convictions and pending charges found to have occurred in the previous seven (7) years must be communicated to the Ordering Agency's Human Resource staff in writing for analysis and approval prior to placing temporary staff. Ordering Agencies will provide the contact information for their Human Resources point of Contact.

    22.4. The State will keep all background check results strictly confidential and will only use such results in accordance with applicable laws and solely for employment purposes.

23. Placement: Agencies may refer temporary staff to be hired to the Contractor to sign up to perform specific services needed or may request the Contractor to recruit and provide the temporary staff. The Ordering Agency will not pay a placement or conversion fee for temporary staff who are direct referrals from the Ordering Agency. Nothing in this Section waives any conversion or placement fee payable to a third-party supplier enrolled through Contractor's vendor management system for candidates not directly referred to by the Ordering Agency, unless that supplier agrees in writing.
    .
    23.1. The Ordering Agency reserves the right to interview the temporary staff to determine their qualifications for the required position (but this does not negate the Contractor's responsibility of qualifying temporary staff(s).
    23.2. An Ordering Agency may hire a Temporary Staff member as a State employee after six months of placement with fourteen days' prior notice, provided both the Agency's and Contractor's hiring processes are followed and the Temporary Staff elects to accept

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employment. When these conditions are met, the hire may occur without any conversion fee, penalty, or other charge, and the Contractor must have a procedure in place to support the transition.

23.3. The Ordering Agency may reject and/or remove any temporary staff who do not meet the requested experience or is deficient in the performance of the assignment.

23.4. Ordering Agencies may select Contractor(s) within their geographic region based on the preference of the Ordering Agency.

24. Insurance: Prior to starting work under the contract (or as otherwise designated by the Purchasing Activity), the Contractor must provide certificates of insurance required herein within five (5) business days after contract award and must maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the requisite time period may be cause for cancellation of the contract.

Contractor shall carry liability and property damage insurance that must protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State of Idaho. All insurance policies and certificates must be signed copies. After work commences, Contractor must keep in force all required insurance until the Contract is terminated.

24.1. Commercial General Liability and/or Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate.

24.1.1. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

24.2. Commercial Automobile Liability and/or Commercial Umbrella Liability Insurance. Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

24.2.1. Contractor may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance if it will not use any owned, hired or non-owned vehicles to conduct business under the contract.

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24.3. Workers Compensation Insurance and Employer's Liability. Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than $1,000,000 each accident for bodily insurance by accident, $1,000,000 disease policy limit, and $1,000,000 disease, each employee.

24.3.1. Contractor must provide either a Certificate of Insurance evidencing a current Workers' Compensation Insurance policy issued by an insurer licensed and authorized to transact workers' compensation insurance in the State of Idaho. The certificate shall serve as evidence that Contractor maintains Workers' Compensation coverage as required by Idaho law. or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

24.4. State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the agencies and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under this Contract.

24.4.1. The Contractor shall provide proof of the State of Idaho, the agencies and its divisions, officers and employees being additional insured by providing certification of insurance (COI) to the liability insurance policies showing the State of Idaho, the agencies and its divisions, officers and employees as additional insured. The COI must show the policy number, the policy effective dates, and list the additional insured and certificate holder as State of Idaho and the agencies.

24.4.2. If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the agencies and its divisions, officers and employees being additional insured by providing copies of the COI that clearly identify the blanket endorsement.

24.5. Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or an intent not to renew insurance coverage(s), Contractor shall deliver written notice to the Division of Purchasing within thirty (30) days after Contractor receives notice from its insurer.

24.6. Acceptable Insurers and Deductibles: Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the contract and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

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24.7. Waiver of Subrogation: All policies shall contain waivers of subrogation. The Contractor waives all rights against the State of Idaho and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles but such deductibles will not be deducted from any damages due to the State of Idaho.

24.8. Tail Coverage: For claims made policies, the Retroactive Date shall be shown and shall be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the contractor must purchase “extended reporting”(tail) coverage for a minimum of three (3) years after completion of contract work.

24.9. **(Cloud & Software Solutions Only)** Cyber Liability Insurance: Contractor shall maintain Cyber Liability Insurance including Technology and Professional Liability, Media Liability, Network Security Liability, Privacy Injury Liability, Privacy Regulation Proceedings, Privacy Regulation Investigations, Privacy Regulation Fines and Penalties where insurable by law, Privacy Event Expense, Extortion Demand, Business Interruption and Extra Expense, Voluntary Shutdown, Reputational Harm Loss, Data Restoration Costs, and Network Restoration Expenses. Cyber Liability coverage must have a limit of not less than $3,000,000 in Network Security/Privacy Liability per claim for wrongful acts, $3,000,000 in Breach Response / Notification per wrongful acts, and $3,000,000 in Technology Professional E&O with an aggregate of no less than $3,000,000.

24.10. Subcontractors providing Non IT/Non Cloud Services may be exempted from Insurance requirements in 24.9 at discretion of CAI.

25. Nonwaiver of Breach: The failure of the agencies to require strict performance of any term or condition of this Agreement, or to exercise any option herein, in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition. The same shall be and remain in full force and effect unless there is a prior written waiver by agencies. If any of the Contractor’s responsibilities do not conform to Contract requirements, the Department shall consult with the Contractor and may, after providing Contractor written notice describing the deficiency and a period of not less than thirty (30) days to cure, require any of the following remedial actions, taking into account the nature of the deficiency: (1) require the Contractor to take corrective action to ensure that performance conforms to Contract requirements; (2) reduce payment to reflect the reduced value of services received; or (3) terminate the Contract.

26. Notices: Any notice given in connection with this PA shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the addresses and emails listed below:

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If to Contractor: Computer Aid, Inc., Attn: Contract Administrator, 1390 Ridgeview Drive, Allentown, PA 18104; Email: governance@cai.io.

With a copy to: Gregg M. Feinberg, Esq., Feinberg Law Office, 1390 Ridgeview Drive, Suite 301, Allentown, PA 18104; Email: gregg@feinberglaw.com.

Idaho Division of Purchasing

650 W State Street – Room 100

Boise, ID 83720

contractadmin@adm.idaho.gov

27. Attachments: **Attachment 1.** (Temporary Staff Positions) **Attachment 2 (Cloud Terms)** are hereby incorporated into this PA in their entirety and shall have the same force and effect as if fully set forth herein.

28. Independent Contractor: The term "Contractor" shall mean the individual, partnership, corporation or other entity executing this Contract below and any subcontractor(s) retained by the Contractor as permitted under the terms of the PA. Contractor's status under the PA shall be that of an independent contractor and not that of an agent or employee of the agencies or the State of Idaho. Contractor shall be responsible for paying all employment-related taxes and benefits, such as federal and state income tax withholding, social security contributions, worker's compensation and unemployment insurance premiums, health and life insurance premiums, pension contributions and similar items for Contractor, its employees and its agents. Contractor shall indemnify the agencies and hold it harmless from any and all claims for taxes, including but not limited to social security taxes, penalties, attorneys' fees and costs that may be made or assessed against the agencies arising out of Contractor's failure to pay such taxes, fees or contributions.

29. Fiscal Necessity and Non-Appropriation: The agencies are a government entity and it is understood and agreed that the agencies payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this PA. This PA shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time.

    The agencies reserves the right to terminate this PA in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the to continue such payments, or requires any return or "give-back" of funds required for the agencies to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if the agencies discontinues or makes a material alteration of the program under which funds were provided. The agencies shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

    All affected future rights and liabilities of the Parties shall thereupon cease within ten (10) calendar days after notice to the Contractor. Further, in the event of non-appropriation, the State shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

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30. Illegal Aliens: The Contractor must comply with the Immigration Reform and Control Act (IRCA) of 1986 and must complete an I-9 for every temporary staffing new hire to verify their identity and employment authorization. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach of this PA and shall be cause for termination.

31. Notice to Contractors and Agents as required by 6032 of the Deficit Reduction Act of 2005: Consistent with section 6032 of the Deficit Reduction Act of 2005 (which applies only to the extent Contractor is a "contractor or agent" as defined by CMS for DRA purposes) (the "DRA"), the agencies has established a policy that provides detailed information about the False Claims Act, the Program Fraud and Civil Remedies Act, state false claims laws, and its own policies and procedures for detecting and preventing fraud. The policy also describes whistleblower protections under the federal and state laws. A copy of this policy can be obtained by requesting a copy from the agencies. For purposes of the DRA, the Center for Medicare and Medicaid Services' ("CMS") position is that contractors or agents must adopt the policy of the contracting entity and provide information concerning the policy to all employees who have contact with the contracting entity. CMS has defined "contractor or agent" as a contractor or agent that, on behalf of an entity like the agencies, furnishes or otherwise authorizes the furnishing of Medicaid health care items or services, performs billing or coding functions, or is involved in monitoring healthcare. Contractor may be a contractor or agent of the agencies for purposes of the DRA. Contractor shall comply with the requirements of the DRA, including adopting policies and informing Contractor's staff as contemplated by the DRA.

32. Nondiscrimination: Acceptance of this PA binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The Contractor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to this Agreement.
    The Contractor acknowledges that it may have an obligation, independent of this contract, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160, 162 and 164. If applicable, the Contractor shall comply with all amendments to the law and federal regulations made during the term of the Contract.

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33. Compliance with Law: Contractor shall comply with all requirements of federal and state statutes, rules, and regulations applicable to Contractor and to the services performed by Contractor under this PA. Applicable laws may include state and federal laws regarding nondiscrimination, public records, lobbying, healthcare information, debarment from governmental contracting, conflicts of interest, and business and professional licensing. The Contractor shall execute certifications of compliance with applicable law at the request of the agencies.

33.1. The Contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing the terms of the Contract by a government entity (federal, state or local);

33.1.1. Have not, within a three (3) year period preceding the Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

33.1.2. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

33.1.3. Have not within a three (3) year period preceding the Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

33.1.4. The Contractor acknowledges that a false statement of this certification may be cause for rejection or termination of the Contract and subject the Contractor, under 18 U.S.C. Section 1001, to a fine of up to $10,000.00 or imprisonment for up to five (5) years, or both.

33.1.5. The Contractor certifies that none of the compensation under the Contract has been paid or will be paid by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the Idaho Legislature in connection with the awarding, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

33.1.6. If any funds, other than funds provided by the Contract, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any governmental agency, a member, officer or employee of Congress or the State Legislature in connection with the Contract, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and submit a copy of such form to the Department.

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33.1.7. The Contractor shall require that the language of this certification be included in any subcontract, at all tiers, (including grants, subgrants, loans, and cooperative agreements) entered into as a result of the Contract, and that all sub-recipients shall certify and disclose as provided herein.

33.1.8. The Contractor acknowledges that a false certification may be cause for rejection or termination of the Contract, subject the Contractor to a civil penalty, under 31 U.S.C. Section 1352, of not less than $10,000.00 and not more than $100,000.00 for each such false statement, and that the Contractor's execution of the Contract is a material representation of fact upon which the Department relied in entering the Contract.

34. Appearance: Contractor's staff shall wear a name tag approved by the agencies, and clothing that is neat, clean, in good repair, and appropriate for the assigned work location while on the agency's property. Contractor shall be solely responsible for the cost of all identification, name tags, and staff clothing.

35. Compliance with Policies and Laws: The Contractor and the Contractor's staff shall comply with the procedures and policies of the agencies, the laws governing the agencies, and the policies and rules of licensing or certification agencies issuing licenses or certifications held by the agencies, the Contractor and the Contractor's staff. The agencies will make copies of applicable procedures, policies and laws available to offerors and to the Contractor upon request. Contractor must take immediate action to correct any deficits found during facility surveys conducted by state or federal licensing or certification agencies. If the policies and procedures of the agencies which relate to or affect the services provided by contractor in this agreement are required to be revised or modified solely due to amendments or modifications to policies, rules, regulations or laws governing the agencies, the contractor shall be required to comply with such changes that the agencies are required to implement to effectuate this agreement. Such policies, rules, regulations or laws may include those administered by those authorities who provide required licensing or certification or otherwise may have legal authority to impose requirements on the agencies. Furthermore, contractor acknowledges and agrees that any costs it may incur associated with such modifications to processes or procedures required by the aforementioned authorities, and which relates to or affects the provision of services under this agreement are the sole responsibility of the contractor. The agencies shall provide written notice to the Contractor of any such changes to its policies or procedures immediately upon becoming aware of its legal obligation to change such.

36. Removal of Contractor's Employees: The agencies may, in their sole discretion, require that Contractor reassign, or otherwise remove from performing services under the Contract, any staff member or subcontractor reasonably found unacceptable to the agencies.

37. Critical Incidents: In the event that a Contractor's personnel is involved in any event which causes, or has a reasonable likelihood of causing, financial liability to the agencies, loss or damage to the agencies property, or harm or death to a person, the Contractor shall immediately suspend such Temporary Worker from performing work under this contract until such time as the agencies approves the resumption of work under this contract by such Temporary Worker.

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38. Business Associate Agreements & Subcontractors: The Contractor shall be responsible for the performance, actions, and omissions of all subcontractors and subcontractor personnel and shall ensure their compliance with this PA. Ordering Agencies may require the Contractor to enter into a Business Associate Agreement (BAA), on terms mutually agreed by the Parties, tailored to the Agency's applicable requirements.

39. Confidentiality: The Contractor shall comply with all applicable state and federal laws, rules, and regulations concerning confidentiality. The Department will furnish the Contractor with copies of applicable statutes, rules, and regulations upon receipt of a written request from the Contractor. Pursuant to the Contract, the Contractor may collect, or the State may disclose to the Contractor, financial, personnel, or other information that the State regards as proprietary or confidential ("Confidential Information"). Such Confidential Information shall belong solely to the State. The Contractor shall use such Confidential Information only in the performance of its services under the Contract and shall not disclose Confidential Information or any advice given by it to the State to any third party, except with the State's prior written consent or under a valid order of a court or governmental agency of competent jurisdiction and then only upon timely notice to the State. Confidential Information shall be returned to the State upon termination or expiration of the Contract. Confidential Information shall not include data or information that:

    39.1. Possession of the Contractor: Is or was in the possession of the Contractor before being furnished by the State, provided that such information or other data is not known by the Contractor to be subject to another confidentiality agreement with or other obligation of secrecy to the State;
    39.2. Available to the Public: Becomes generally available to the public other than as a result of disclosure by the Contractor; or
    39.3. Available to the Contractor: Becomes available to the Contractor on a non-confidential basis from a source other than the State, provided that such source is not known by the Contractor to be subject to a confidentiality agreement with or other obligation of secrecy to the State.

40. Local Contribution To Funding: If funding for the Contract is tied to a local contribution or match: (1) The Contractor certifies that none of the local contribution or match funds are federal funds, are derived from or are in lieu of federal funds, and none of said funds have been used, or have been substituted for funds used, to earn other federal funds. (2) The Contractor further certifies that any costs incurred by the Contractor prior to the Contract will not be allowable to or included as a cost of any other state or federally financed program in either the current period or any prior period.

41. Conflict of Interest:

    41.1. No official or employee of the State of Idaho or the United States government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to the termination of the Contract, voluntarily acquire any personal interest, direct or indirect, in the Contract.

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41.2. The Contractor and its agents shall have no present or future interest, direct or indirect, that would conflict in any manner or degree with the performance of the services provided pursuant to this Contract. The State acknowledges that Contractor operates a vendor management system through which third-party staffing suppliers are enrolled, and that Contractor and its affiliates may also supply staffing services through that system. Contractor's operation of both functions, as disclosed to the State prior to execution, does not constitute a conflict of interest under this Section provided Contractor administers supplier selection on a non-discriminatory basis.

42. Mandatory Use Position Classifications: The Contractor must provide temporary staffing per (**Attachment 1** - Temporary Staffing Positions) and authorized by Ordering Agencies. The Contractor must provide temporary staff possessing the appropriate qualifications, knowledge, skills and abilities to provide professional temporary staffing services in each of categories listed in Attachment 1. Training for job specific duties may be provided by Ordering Agencies at the discretion of the individual Ordering Agency.

43. ADA Accessibility Compliance

The Contractor must ensure that, at a minimum, all digital products, services, and content provided under this Agreement comply with the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act (as applicable), and the Web Content Accessibility Guidelines (WCAG) version 2.1, Level AA.

This requirement applies, but is not limited, to:

- Websites, web applications, and online systems
- Software and mobile applications
- PDFs, documents, and multimedia content
- Any digital tools or services procured by the State of Idaho

Accessibility Documentation

For Consumer Off the Shelf (COTS) products, including Software as a Service (SaaS), prior to an Agreement, Contractor must submit accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on Vendor websites for each proposed product or product family (as applicable). Instructions on how to complete this document are included in the template itself.

ACR must be based on the current product version.

ACR must be evaluated on current WCAG standards as of the date of this agreement.

ACRs based on earlier versions of the product must be made available to the state upon request.

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For customized COTS products and solutions, Contractor must submit an ACR and complete the Vendor Accessibility Development Services Questionnaire, which documents Vendor's ability to produce accessible electronic and information resources.

For non-COTS offerings (such as IT-related development services, services that include user-accessed online components, etc.), Contractor must complete a Vendor Accessibility Development Services Questionnaire, which documents Contractor's ability to produce accessible electronic and information resources.

Failure to provide a current ACR that meets these requirements may result in disqualification of the bidder/'proposers proposal, delay in Agreement execution, or cancellation of the Agreement.

Accessibility Testing

Contractor shall perform accessibility testing using both automated tools and manual testing methods, including assistive technologies (e.g., screen readers). Any accessibility barriers identified must be addressed prior to final acceptance.

Remediation Responsibilities

If any accessibility violation is known or becomes known to the Contractor during the term of the Agreement, whether by notice from the State of Idaho or through Contractor's own testing, Contractor shall remediate the violation within a time period mutually agreed upon by the parties at no additional cost to the state.

If the product or service cannot fully meet accessibility standards at the time of delivery, Contractor must:

- Provide a detailed remediation plan with timelines;
- Demonstrate reasonable efforts to mitigate impacts on users with disabilities;
- Work in good faith with the purchasing agency to bring the product into compliance;
- Provide alternative solutions upon request at no additional charge to the state; and
- Document any undue burden or exemption with a sign-off by the Office of Information Technology ADA Manager.

Ongoing Accessibility Obligations

For any updates, patches, or content changes made during the Agreement term, Contractor must maintain accessibility compliance. The State reserves the right to request updated accessibility conformance documentation at any time.

When updates or upgrades are made to the products or services available through this Agreement, Contractor agrees to document how the changes will impact or improve accessibility and usability. This documentation must be provided to the State in advance of the change, occurring within an agreed-upon timeframe sufficient for the State to review the changes and either approve or request a remediation plan from the Contractor. If agreed-upon

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updates fail to improve accessibility or usability as planned, failure to comply with this requirement may be cause for Agreement cancellation or default.

Training and Support

Unless agreed to otherwise in Contractor's Terms and Conditions, Contractor must provide training or guidance to agency staff on how to use the product or platform in an accessible manner and how to maintain accessibility in ongoing content or service delivery.

In facilitating Contractor trainings, Contractor shall coordinate and cooperate with State in identifying prospective attendees who may require accommodations and provide such accommodations.

All administrator and end user documentation and training materials delivered by the Vendor must be in compliance with the WCAG 2.1, level AA.

Remedies

Failure to meet WCAG 2.1 Level AA may result in any remedies available under Idaho procurement law, including but not limited to:

- Requiring the Contractor to cure deficiencies
- State-performed testing or remediation at no cost to the State
- Withholding payment
- Termination of the Contract

44. Force Majeure. Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of either party, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine, restrictions, strikes, governmental orders, freight embargoes, or unusually severe weather, provided that in all cases either party shall notify the other party promptly in writing of any cause for delay and the parties concur that any of the delays identified above were beyond their control and without the fault or negligence of either party. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure. If a Force Majeure event continues for more than thirty (30) days, either Party may terminate the affected Orders upon written notice, without liability other than for amounts due for Services performed and non-cancellable third-party fees incurred through the date of termination.

45. Idaho Administrative Fee and Quarterly Usage Report: This PA is subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the PA, as follows:
The prices to be paid by the Purchasing Entity must be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor must remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly PA sales.

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Contractor must furnish detailed usage reports as designated by the Participating Entity. The Contractor must also submit a summary quarterly report of purchases made from the PA to purchasing@adm.idaho.gov, utilizing the PADD Summary Usage Report Form available for download at https://purchasing.idaho.gov/vendor-resources/.

For example: if the total of Contractor's net sales to the Purchasing Entity for one quarter = $10,000, Contractor would remit $10,000 x 0.0125 = $125 to the Division of Purchasing for what that quarter, along with the required quarterly usage report.

Reporting Timeline (Fiscal Year Quarters): Fee and Report Due:

1st Quarter: July 1 – September 30October 31st

2nd Quarter: October 1 – December 31 January 31st

3rd Quarter: January 1 – March 31 April 30th

4th Quarter: April 1 – June 30July 31st

Refund of Administrative Fee: In the event that this PA is cancelled by the Participating Entity through no fault of the Contractor, or if item(s) are returned by the Purchasing Entity through no fault, act, or omission of the Contractor after the sale of any such item(s) to the Purchasing Entity, the Participating Entity will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the PA cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of this PA or Master Agreement. If, for any other reason, the Contractor is obligated to refund to the Participating Entity all or a portion of the Participating Entity's payment to the Contractor, or the Participating Entity withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

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46. Failure to Remit Administrative Fee: If a Contractor fails to remit the Administrative Fee, as provided above, the Participating Entity, at its discretion, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; and/or exclude Contractor from participating in future participating addenda.

47. Limitation of Liability: THE TOTAL AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES TO THE OTHER PARTY FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, OR EXPENSES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE INSURANCE COVERAGE LIMITS REQUIRED UNDER MASTER AGREEMENT :#LS4987 AND PARTICIPATING ADDENDUM #PADD202710055. FOR THE AVOIDANCE OF DOUBT, THIS LIMITATION OF LIABILITY SHALL APPLY EQUALLY TO BOTH PARTIES, NOTWITHSTANDING THAT SUCH INSURANCE REQUIREMENTS APPLY ONLY TO CAI.
    NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL NOT APPLY TO:
    1. Claims arising from CAI's unauthorized access, use, or disclosure of the customer's data, including personally identifiable information (PII) and protected health information ("PHI");
    2. claims for personal injury, including death;
    3. claims for damage to real property or tangible or intangible property arising from CAI's negligent or willful acts or omissions under this Agreement; or
    4. damages related to claims arising from the gross negligence or willful misconduct CAI, its employees, subcontractors, or agents.
    FOR CLARITY, ALL OTHER CLAIMS, INCLUDING ANY CLAIMS FOR LIQUIDATED DAMAGESASSESSED OR OTHER CONTRACTUAL REMEDIES, SHALL REMAIN SUBJECTTO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.

48. Allocation of Cybersecurity Risk: The State acknowledges that Contractor does not warrant that the Services will prevent any form of cyber-attack. Excluded from Contractor's indemnification obligations are any indemnification or defense obligations or payment of any damages, losses, claims, liability, suit, cost or expense related to a cyber-attack, cyber incident, hacking, security breach, incident response, theft of PII, penetration or intrusion in any form upon the State's computer systems or networks, and any resulting loss of data, damages, injury or other loss that the State or any other party may incur, unless caused by the negligence or willful misconduct of Contractor. Contractor's liability shall cease to the extent the State has not fully complied with its own software security standards, including the shared security responsibilities allocated to the State in Attachment 2.

49. Signatures: The undersigned for each Party represents and warrants that this PA is a valid and legal agreement binding on the Parties and enforceable in accordance with the PA's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this PA and bind the Parties hereto.

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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

STATE OF IDAHO	**Computer Aid, Inc.**
Signature: Signed by: Mike Gwinn 438EA7C5346A4D8...	Signature: Signed by: Abe Hunter ED200A58D66B4AE...
Name: **Mike Gwinn**	Name: Abe Hunter
Title: **Deputy Chief Procurement Officer**	Title: CRO
Date: 9/24/2026	Date: 9/24/2026

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Attachment 1

Temporary Staffing Positions

1. ADMINISTRATIVE SUPPORT

1.1. Office Clerk – Performs basic office/clerical tasks, which can be easily learned on the job and do not require prior training. Close supervision is provided and little or no discretion or independence of action is allowed in the performance of assigned tasks. Work is repetitive in nature and well defined by guidelines and established procedures.

1.2. Office Specialist 1 – Performs routine office support duties which require knowledge of office policies and procedures; performs related work of recurring tasks following established guidelines and procedures involving clerical, word processing, or postal work and operate some basic office equipment, including photocopier, fax machine, etc.

1.3. Office Specialist 2 – Provides a variety of office support or secretarial functions involving: clerical, secretarial, or word processing work, more complex computer operation, may perform office support or secretarial duties such as composing correspondence; creating, reviewing, and processing documents and records; identifying and correcting errors and omissions on documents received from staff, States and/or public; and maintaining records. They may schedule appointments or services and make meeting and travel arrangements.

1.4. Technical Records Specialist 1 – Provides a variety of high-level program support functions; reviews and processes documents; determines and explains compliance with laws, rules, regulations and policies and takes appropriate action; maintains a manual or computerized records system; performs related work.

1.5. Technical Records Specialist 2 – Provides technical support for programs and organizational activities to convey information, determine compliance, and resolve controversial situations; acts as a resident expert in the implementation and maintenance of technical program guidelines; performs related work.

1.6. Financial Technician – Process and record vendor invoices and payments through the Statewide Accounting System, reconcile P-Card transactions, review and process travel reimbursement, excellent customer service to internal and external customers, research financial transactions and statements to provide resolution to stakeholders, manage, distribute, and organize accounts payable communication channels, and review, complete, and process financial documents to ensure compliance with laws, regulations, and policies for recommended approval.

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1.7. **Administrative Assistant 1** – Performs a wide variety of secretarial support functions; apply detailed program knowledge in developing and/or maintaining program records systems and/or in collecting information, preparing reports and providing liaison between management, other organizational units, and external customers; performs related work.

1.8. **Administrative Assistant 2** – Performs complex secretarial, office administration, and public relations assignments; expected to handle highly sensitive, confidential, and/or political issues. They are also responsible for the coordination of administrative office functions, committees, and special projects.

1.9. **Records Clerk** – Performs basic clerical tasks. Files and retrieves documents according to an established filing system. Ensures proper color-coding on file jackets, prints out searches, and verifies authority to receive information according to law. Operates standard office equipment and completes general office work. May sort and distribute incoming mail. May be required to move, lift or carry record boxes. Requires experience using an office computer and the ability to bend, stoop, and move objects weighing up to thirty five (35) pounds.

1.10. **Secretary/Reception** – Performs skilled to complex work requiring typing skills and routine administrative and technical work. Composes routine correspondence, acts as a receptionist, answers incoming calls, and maintains mailing lists and files. Reviews and processing documents and records; identifying and correcting errors and omissions on documents. They may schedule appointments or make meeting arrangements. Requires experience in clerical work and may require a typing speed of up to 55 wpm with a low error rate (keyboarding score may be lower). Also requires experience answering a business telephone using knowledge of business telephone procedures and etiquette.

1.11. **Customer Service Representative** – Duties may include answering phones, screening and channeling calls and taking messages; scheduling appointments for staff members; producing labels, forms and routine letters; composing and signing routine correspondence; receiving money, making change and issuing receipts, verifying completeness of applications and forms; maintaining record keeping systems by adding deleting, or updating information; compiling data and preparing reports. Experience in tasks such as questioning customers to obtain detailed information in a business setting; explaining policies, procedures, or rules; independently handling complaints and upset individuals in a business setting; answering a business telephone using knowledge of business telephone procedures and etiquette; reviewing documents and records for accuracy and completeness; accessing data using a computerized records system.

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2. PROFESSIONAL POSITIONS

2.1. **Program Specialist** - Staff person will research, develop and interpret rules, policies and procedures; make recommendations for program design and improvement; performs related work.

2.2. **General Professional** - Staff persons are responsible for the coordination and delivery of specific professional services, projects, and/or program development. Staff persons function with considerable independence. These positions independently coordinate activities requiring complex arrangements, develop processes, conduct research, analyze problems and create solutions on own initiative or from general instructions. Incumbents have specific professional skills and use these to interpret, apply and explain complex information such as regulations, policies or services.

2.3. **Professional Project Coordinator** - Conduct research and analysis into needed programs to serve the needs of clients; analyze existing programs to evaluate effectiveness and appropriateness in meeting needs; provide technical assistance and training on program assessment and implementation of best practices; provide leadership to enhance local level partnerships in service planning, development, and delivery; identify and provide for continuing needs relevant to service planning, development, and delivery; serve as liaison between agency and client groups.

2.4. **Creative and Marketing Staffing** - Typically helps with drafting and proofreading content, preparing simple graphics or marketing assets, updating campaign calendars, organizing shared files, gathering basic research, and providing light logistical support for small productions or events.

2.5. **Engineering Staffing (non-IT only)** - Supports basic technical tasks such as updating drawings, preparing documentation, organizing project files, and assisting with routine data entry or analysis. They may help with quality checks, coordinate with vendors or internal teams, track project progress, and support testing or inspections under supervision. Their role generally focuses on easing workload by handling foundational, process-oriented tasks that help engineers

Legal Staffing - supports routine, foundational tasks that help attorneys and legal teams stay focused on higher-level work. They may assist with organizing case files, maintaining document libraries, and performing data entry for legal records or databases. They often help prepare, format, and proofread legal documents, gather publicly available information for basic research, coordinate schedules, manage correspondence, and support filing or administrative processes.

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Education Staffing - foundational tasks that help keep administrative and program activities running smoothly. They might assist with organizing student or school records, preparing and distributing communications, and supporting scheduling or coordination for trainings, meetings, or educational events. They could help with basic data entry, tracking program information, assembling reports, and maintaining files or resource materials. Temporary staff may also provide front-line support by answering general inquiries, directing stakeholders to appropriate departments, and helping educators or administrators with routine logistical needs.

2.6. Consulting and Advisory Staffing - consulting and advisory functions typically assists with gathering and organizing data, preparing background materials, and helping compile reports or presentations. They may support project coordination by tracking tasks, scheduling meetings, and maintaining documentation. Additionally, they often conduct light research, summarize findings, and help ensure stakeholders have the information and materials needed for informed decision-making. Their role generally focuses on providing structured, reliable support so consultants can concentrate on strategic analysis and recommendations.

3. COMMERCIAL/INDUSTRIAL WORKER POSTITIONS

3.1. **Custodial** - Personnel that are physically able to perform duties associated with commercial cleaning including but not be limited to: offices, classrooms and common areas. Available to work Dawn/Day/Evening/Swing shift schedules as assigned. Special projects such as moving staff office furniture, setting up rooms for conferences, meetings and presentations. Delivery, moving, set up and, stacking and central storing of heavy items, i.e. chairs, tables and, bleachers. Changing of light bulbs, Cleaning floors (emergency basis), Checking restrooms, Completing appropriate housekeeping, General housekeeping/custodial services (rest room cleaning, light bulb replacement, restroom sanitizing. Other forms of custodial cleaning, i.e. walls, floors, wastebaskets, classrooms, halls, furniture, window cleaning, carpet care, and trash disposal. Operation industrial type cleaning equipment (high speed buffer and vacuum cleaners). Cleaning restrooms, bath facilities, locker rooms, swimming pools and similar facilities. Repairing equipment and related devices.

3.2. **Maintenance/Laborer** - Personnel must be physically able to perform the below duties including but not be limited to: Perform light and medium maintenance, moves of furniture and equipment, Repetitive lifting and carrying items up to 60.lbs, Standing & walking for an eight-hour shift, Bending, stooping, climbing stairs and ladders, and Operating lifts. Must be available to work Dawn/Day/Evening/Swing shift schedules as assigned.

3.3. **Janitorial/Housekeeping Positions** -All services in the specifications shall include all areas in the buildings, unless specifically noted otherwise. General job duties are: trash pickup, recycle collection & sorting as directed, Stands blow down, spill & stain removal, trash pickup (suites, seating, and common areas), trash bagged & removed to designated dumpsters, recycle collection & sorting as directed, vacuum carpet, spot removal on carpet, clean restrooms, and snow removal (must be capable of performing cleaning operations in foul weather conditions).

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3.4. **Handyman** – This position requires lifting and carrying items weighing approximately ninety (90) pounds, and may include bending, stooping, shoveling, and climbing ladders. Work may be required in indoors or outside environments. May work in all weather conditions and move in and around confined spaces. These positions are maintenance oriented.

3.5. **Warehouse/Shipping and Receiving** – Receiving, unpacking and storing goods, organization of stock and maintaining inventory, quality checks, safe activities in the warehouse, communicating with internal and external customers, operating and maintaining warehouse vehicles and equipment, proper lifting of inventory that may exceed fifty (50) pounds, and compliance with all state and federal procedures, rules and regulations.

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ATTACHMENT 2

STATE OF IDAHO STANDARD TERMS AND CONDITIONS FOR CLOUD SERVICES

Note: In the event of conflict with the State of Idaho Standard Contract Terms and Conditions, the following provisions will take precedence:

1. DEFINITIONS: Unless the context clearly requires otherwise, the definitions set forth in the *State of Idaho Standard Contract Terms and Conditions* shall apply to terms used in these *State of Idaho Standard Terms and Conditions for Cloud Services*. In addition, the following terms shall have the following meanings when used in these *State of Idaho Standard Terms and Conditions for Cloud Services*:

A. Data Breach - Any unauthorized access to or acquisition of Non-Public State Data following a Security Incident that compromises the security, confidentiality, or integrity of the Non-Public State Data, or the ability of the State to access the Non-Public State Data.

B. Infrastructure as a Service (IaaS) - The capability provided to the user to provision processing, storage, networks, and other fundamental computing resources where the user is able to deploy and run arbitrary software, which can include operating systems and applications. The user does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

C. Non-Public State Data - State Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public State Data includes, but is not limited to, Personal State Data.

D. Personal State Data - State Data alone or in combination with other data that includes information relating to an individual that identifies the individual by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record. Personal State Data includes but is not limited to the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; Protected Health Information (PHI) relating to a person; or education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20
U.S.C. 1232g(a)(4)(B)(iv).

E. Platform as a Service (PaaS) - The capability provided to the user to deploy onto the cloud infrastructure user-created or user-acquired applications created using

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programming languages and tools provided by the Contractor. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The user does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

F. Protected Health Information (PHI) - Individually identifiable health information held or transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI also includes but may not be limited to information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

G. Service – The performance of the specifications and requirements described in the Contract.

H. Security Incident - The unauthorized access to the Contractor's network that the Contractor or the State believes could reasonably result in the use, disclosure or theft of the State's Non-Public State Data within the possession or control of the Contractor. A Security Incident also includes a security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to the State's Non-Public State Data. A Security Incident may or may not turn into a Data Breach.

I. Software as a Service (SaaS) - The capability provided to the user to use the Contractor's applications running on the Contractor's infrastructure (commonly referred to as "cloud infrastructure"). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The user does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

J. State Data - All information and data developed, documented, derived, stored, installed or furnished by the State under the Contract, including all data related to records owned by the State of Idaho.

K. Update – An enhancement, repair, patch or fix to a Service.

L. FedRAMP – Federal Risk and Authorization Management Program; a

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civilian-side, federal government-wide program that standardizes the approach to assessing, authorizing and continuously monitoring cloud products and services: https://www.fedramp.gov/.

2. Subscription Terms: Contractor grants to the State a license to: (i) access and use the Service for its business purposes; (ii) use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

3. Data Access Controls: Contractor will provide access to State Data only to those Contractor employees and subcontractors ("Contractor Staff") who need to access the State Data to fulfill Contractor's obligations under the Contract. Contractor shall not allow access the State's user accounts or State Data, except during the course of data center operations, in response to service or technical issues, as required by the express terms of these *State of Idaho Standard Terms and Conditions for Cloud Services*, or at the State's written request. Contractor must not share State Data with its affiliates or any third party without the State's express written consent. Contractor must ensure that, prior to being granted access to the State Data, Contractor Staff who perform work under the Contract have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all State Data protection provisions of the Contract, and that Contractor Staff possess qualifications

appropriate to the nature of the employees' duties and the sensitivity of the State Data they will be handling.

4. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Service in a manner that is, at all times during the term of the Contract, at a level equal to or more stringent than those specified in the Contract.

5. Data Ownership: The State owns and retains full right and title, and unrestricted access to State Data. Additionally, the State retains the right to back-up State Data at its own data center. Contractor shall not collect, access, or use State Data except (1) in the course of data center operations pursuant to Service provided under this Contract, (2) in response to service or technical issues, (3) as required or expressly allowed by the terms of the Contract, or (4) at the State's written request. Except as expressly allowed by the terms of the Contract, no information regarding the State's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. These obligations shall extend for five (5) years beyond the term of the Contract, except that Personal State Data and PHI shall be handled in accordance with applicable law and the State's records retention requirements for so long as Contractor retains it.

6. Service Failure or Damage: In the event of Service failure or damage caused by Contractor or its Service, the Contractor agrees to use commercially reasonable efforts to restore the Service within twenty-four (24) hours, consistent with the service level commitments of the underlying software publisher, after failure or damage is sustained, unless otherwise specified in the Contract, or agreed to in writing by the

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State.

7. Title to Product: If access to the Service requires an application program interface (API), Contractor shall convey to the State an irrevocable and perpetual license to use the API for the duration of the Contract.

8. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, specific to the type(s) of Data and as otherwise specified in the Contract, which may include, but is not limited to IRS Pub 1075, HIPAA, PCI, and FERPA.

9. Warranty: In addition to any other requirements for warranties elsewhere in the Contract, the Contractor warrants the following:

A. Contractor has acquired all rights for the Contractor to provide the Service described in the Contract.

B. Contractor will perform materially as described in the Contract.

C. That the Service conforms to the specifications and documentation expressly set forth in the Contract. Except as expressly stated in the Contract, Contractor disclaims all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

D. The Contractor will not interfere with the State's access to and use of the Service it acquires under the Contract.

E. The Service(s) provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified in the Contract.

F. The Service it provides under the Contract is free of malware, and Contractor will use for the term of the Contract current industry standard security measures to prevent from entry, detect within and remove from the Service malicious software.

10. Data Protection: Protection of personal privacy and State Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State Data at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State Data and comply with the following conditions:

A. All Non-Public State Data shall be encrypted at rest and in transit with controlled access. Unless otherwise provided in the Contract, the Contractor is responsible for encryption of the Non-Public State Data. All encryption shall be consistent with

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validated cryptography standards such as the current standards in FIPS 140-2, Security Requirements for Cryptographic Modules, or the then-current NIST recommendation.

B. The State shall identify State Data it deems as Non-Public State Data to the Contractor. The level of protection and encryption for all Non-Public State Data shall be identified in the Contract.

C. At no time shall any State Data or processes, that either belong to or are intended for the use of the State or its officers, agents or employees, be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

D. The Contractor shall not use any information collected in connection with the Service provided under the Contract for any purpose other than fulfilling the Service.

E. Data Location: The Contractor shall provide its Service to the State and its end users solely from data centers within the United States; and storage of State Data at rest shall be located solely in data centers within the United States. The Contractor shall not allow its personnel or subcontractors to store State Data on portable devices, except for devices that are used and kept only at its U.S. data centers. Each data center used by the Contractor to support the Contract must be within a physical security perimeter to prevent unauthorized access, and physical entry controls must be in place so that only authorized personnel have access to State Data and State-written applications.

F. The Contractor shall permit Contractor Staff to access State Data remotely only as required to provide technical support.

G. FedRAMP: State Data shall be stored in a FedRAMP accredited cloud service.

11. Shared Security Responsibilities: The Contractor and the State agree that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The State is responsible for its operating system, firewalls and other logs captured within the operating system. If there are other shared responsibilities, they must be identified within the Contract. (Note: State agencies are required to adhere to the NIST Cyber Security Framework as provided in Executive Order 2017-02.)

12. Security Incident and Data Breach Responsibilities: In the event of a Security Incident or Data Breach, the Contractor shall:

A. Notify the State-designated contact(s) by telephone within twenty-four (24 hours), unless shorter time is required by applicable law, if the Contractor has

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confirmed that there is, or the Contractor reasonably believes that there has been, a Security Incident or Data Breach. The Contractor shall (1) immediately quarantine all State Data from external access, (2) cooperate with the State as requested by the State to investigate and resolve the Security Incident or Data Breach, (3) promptly implement remedial measures, if necessary, (4) (for a Data Breach) identify to the State, if the following is known by the Contractor, the persons affected, their identities, and the State Data disclosed, and (5) document responsive actions taken related to the Security Incident or Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Service, if necessary.

B. Unless otherwise stipulated in the Contract, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Non-Public State Data or otherwise prevent its release, as reasonably determined by the Parties, and to the extent proximately caused by the direct action or negligence of Contractor, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to by the State and the Contractor; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to by the State and the Contractor; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws; all not to exceed the average per record per person cost calculated for Data Breaches in the United States (as of January 2019,
$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

C. Incident Response: The Contractor may need to communicate with outside parties regarding a Security Incident or Data Breach, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon between the State and the Contractor in writing, defined by law or contained in the Contract. Discussing Security Incidents with the State must be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon between the State and the Contractor in writing, defined by law or as delineated in the Contract.

13. Notification of Legal Requests: The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to State Data under the Contract, or which in any way might reasonably require access to State Data. The Contractor shall not respond to subpoenas, service of process or other legal requests related to the State without first notifying and obtaining the approval of the State, unless prohibited by law from providing such notice.

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14. **Background Checks and Security Awareness:** Upon the request of the State, the Contractor shall obtain criminal background checks for Contractor Staff that the Contractor intends to utilize in the provision of services under the Contract and must provide the results of the criminal background checks to the State. If any Contractor Staff are not acceptable to the State in its sole opinion based upon the results of a criminal background check, the State, in its sole discretion, shall have the right to request that such Contractor Staff not provide services under the Contract. The Contractor must comply with such requests and provide replacement Contractor Staff in such cases.

The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

15. **Data Center Audit:** The Contractor shall, with respect to data centers operated by Contractor or by the underlying cloud service provider, obtain or cause to be obtained an independent audit at least annually at its expense, and upon written request from the State must provide an unredacted (save that the Contractor may remove its information that is trade secret in accordance with the Idaho Public Records Act) version of the audit report to the designated State representative no later than thirty (30) calendar days after the report is published. A Service Organization Control (SOC) 2 audit report is required, or, the State may, in its sole discretion, approve another audit type upon Contractor request. In addition, the State shall have the right to inspect the data centers used by the Contractor to support the Contract, subject to reasonable restrictions imposed by Contractor and the underlying cloud service provider, within thirty (30) calendar days of written notice to Contractor, or such other timeframe as may be mutually agreed upon by the parties.

16. **Change Control and Advance Notice:** The Contractor shall give a minimum forty-eight (48) hour advance written notice (or as otherwise identified in the Contract) to the State of any Updates that may impact availability of Service or performance.

Contractor must provide Updates to State at no additional cost when Contractor makes such Updates generally available to its users.

No Update or other change to the Service may decrease or otherwise negatively impact the Service's functionality or adversely affect the State's use of or access to the Service.

17. **Non-Disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely necessary to perform job duties.

18. **Responsibilities and Uptime Guarantee:** The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the Service being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The Service shall be available twenty-four (24) hours per day, seven (7) days per week and three hundred sixty-five (365) days per year (excepting reasonable downtime for maintenance).

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19. Transition, Transfer Assistance Termination or Suspension:

A. The State shall have the ability to import or export all or portions of State Data and State-written applications at its discretion without interference from the Contractor at any time during the term of the Contract. This includes the ability for the State to import or export State Data and State-written applications to and from other entities.

B. The Contractor shall reasonably cooperate without limitation with any State authorized entity for the transfer of State Data to the State upon termination or expiration of the Contract. The Contractor must transfer State Data or allow the State to extract State Data and State-written applications, at no additional cost to and in a format designated by, the State, and the State Data must be unencrypted.

C. The return of State Data and State-written applications shall occur no later than sixty (60) calendar days after termination or expiration of the Contact; or within another timeframe as agreed to in writing by the parties. Contractor shall facilitate the State's extraction of State Data and State-written applications by providing the State with all necessary access and tools for extraction, at no additional cost to the State.

D. During any period of suspension of Service, the Contractor shall continue to fulfill its obligations to maintain State Data and State-written applications.

E. In the event of termination or expiration of the Contract, the Contractor shall not take any action to intentionally erase State Data or State-written applications for a period of sixty (60) calendar days after the effective date of termination or expiration. After such period, the Contractor shall have no obligation to maintain or provide any State Data or to maintain any State-written applications and shall thereafter, unless legally prohibited, delete all State Data and State-written applications (in all forms) within its systems or otherwise in its possession or under its control, unless otherwise instructed by the State. State Data and State-written applications shall be permanently deleted and shall not be recoverable in accordance with National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State no later than ninety (90) calendar days after termination or expiration of the Contract.

F. The Contractor must maintain the confidentiality and security of State Data and State-written applications during any transition or transfer and thereafter for as long as the Contractor possesses State Data and State-written applications.

20. Access to Security Logs and Reports: The Contractor shall provide reports to the State; or alternatively, provide the State with access to report data and reporting tools. Unless specified otherwise in the Contract, reports shall include latency statistics, system performance statistics, user access logs, user access IP address, user access history, security logs and event logs for all State Data.