

**STATE OF UTAH**  
**SUPPLIER AGREEMENT ADDENDUM for**  
**STAFF AUGMENTATION CONTRACTS**

THIS ADDENDUM (“Pricing Addendum” or “Addendum”) is made by and between COMPUTER AID, INC., with Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA, 18104 ("Contractor") and \_\_\_\_\_, with offices at \_\_\_\_\_ (“Supplier”).

Each of Supplier and Contractor may be referred to herein individually as a “Party” and both Supplier and Contractor may be referred to herein jointly as the “Parties.”

*WHEREAS, the Parties have entered into a Supplier Agreement effective \_\_\_\_\_ under which terms and conditions Supplier will provide certain services on an as-needed basis relating to Contractor’s contractual obligations to certain state and local units of government; and*

*WHEREAS the Supplier has represented and agreed it has the ability and capacity to deliver rate-based staff augmentation services within the State of Utah; and*

*WHEREAS, the Contractor has entered into a contract with the State of Utah (the "Customer") to provide fixed-price deliverable-based and rate-based staff augmentation services through Contract No.AR5077 (hereinafter “Lead Contract”) (contracts can be viewed at <https://www.cai.io/services/contingent-workforce-solutions/utah> ); and*

*NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree to append this Addendum to the Supplier Agreement, and hereby incorporate the Lead Contract into this Addendum as though fully set out herein. The parties further agree as follows:*

### 1. ORDER OF PRECEDENCE

In the event of a conflict among the terms (excepting any provisions relating to the term or governing law of this Pricing Addendum, or among the documents governing the performance of services under the Supplier Agreement, the following order of precedence shall apply to all matters and disputes relating to this Addendum, in descending order of priority):

- i. **The Lead Contract** (Utah State Contract No. AR5077), including all exhibits and amendments thereto
- ii. **The Supplier Agreement**, including all exhibits, attachments, addenda, and incorporated statements of work;
- iii. **Any mutually executed Engagement** or Purchase Order issued under this Agreement;
- iv. **Contractor’s proposal(s)** or response(s) to the Contract solicitation, to the extent incorporated by reference;
- v. **Any other documents expressly incorporated by reference into the Agreement or its attachments.**

In the event of a conflict within a single document, specific terms and conditions shall take precedence over general terms and conditions.

### 2. STAFFING SERVICES

On the terms and conditions set forth herein, Contractor hereby engages Supplier to provide Hourly Based Contingent Resource Staff Augmentation services (“Hourly Engagements” or “Engagements”). Contingent Resource Staff Augmentation is limited to the job classifications listed on the rate card.

Supplier agrees to use their best efforts, at a level consistent with entities having a similar level of experience and expertise in the relevant industry, in the performance of the services referenced hereunder. Upon selection by Contractor, in its sole discretion, for any one or more Requisitions, Contractor shall provide Supplier with the required information for each Requisition in accordance with the procedures set forth in Exhibit A: Hourly Based Contingent Resource Staff Augmentation Requisitioning Process, summarized below.

Hourly Based Requisitions issued to Suppliers under the Agreement will include the following information:

- i. **Scope of Services:** A description of the job role and key responsibilities.

- ii. Candidate Resume: Demonstrates experience, education, certifications, and qualifications aligned with the requisition.
- iii. Candidate Skills Assessment: Evidence of relevant technical or functional competencies, which may include screening results or SME evaluations.
- iv. Compliance Documents: If required, Suppliers must attach documents such as Certificates and other required documents.
- v. Suppliers respond via the Vendor Management System (VMS) and must comply with onboarding, background checks, and all contract requirements prior to placement.

### **3. WORKING MULTIPLE ENGAGEMENTS**

Supplier must disclose, at the time of submission of its response to a requisition in the VMS for an Engagement, if the Resource is actively engaged through another contract in work for Customer or for any other customers, and if so, whether the Resource intends to work both engagements simultaneously. The CAI Customer and all other involved customers must provide written acknowledgement and permission for the simultaneous engagements. Failure to acknowledge such a working relationship will be considered a material breach of the Supplier Agreement.

### **4. COMPLETION OF ASSIGNMENTS**

Supplier agrees that assigned Resources will complete the full term of their respective Engagements and will not be reassigned by Supplier to other Engagements or engagements under other contracts. This does not preclude or prevent the removal of a Resource for cause or at the request of Contractor or Customer for any reason.

The Parties mutually agree that the expectation is that the Resource who begins an Engagement through one Supplier will complete that Engagement with the same Supplier. If a Resource assigned to an Engagement desires and is permitted to continue working on that Engagement under a different Supplier than was originally awarded the Engagement in the VMS, it is the responsibility of both the original Supplier and the new Supplier to ensure Contractor receives advance notice of the intent to reassign the Resource. Both Suppliers bear joint and several responsibility for ensuring Contractor is notified of the change, that the Resource receives timely and accurate reimbursement for work performed during the reassignment period. Each Supplier is separately responsible for its own invoicing, and that time is accurately and seamlessly reported in all invoices submitted to Contractor.

### **5. LIMITATIONS ON SUPPLIER LAYERING**

All candidates submitted by Supplier for consideration must have a W-2 or 1099 relationship with Supplier, or be no more than one (1) layer removed. If additional instances of layering are discovered, Contractor will engage the candidate through the W-2 or 1099 supplier, or directly as a W-2 employee where allowable by law. All employer and contracting details must be reported accurately within the VMS.

### **6. ACCURATE AND TIMELY REPORTING**

Each engaged Resource must enter their time into the VMS promptly, accurately, and honestly, no later than noon Eastern Time (U.S.) on the Monday after the week the time was worked, unless directed otherwise. In any week in which an engaged Resource performs no billable work, the Resource is required to submit a zero-hour timesheet in the VMS no later than noon Eastern Time (U.S.) on the Monday after the week in which no hours were worked, unless directed otherwise. It is Supplier's responsibility to train, remind, and enforce this standard among its Resources, and to ensure any missing time records are identified and completed before invoicing, payroll, or other hard deadlines. Supplier agrees that any Resource's failure to report time in a timely, accurate, and honest manner will result in disciplinary or other action necessary to completely and permanently correct the circumstances leading to the offense. Failure to completely and permanently correct any lapse in promptness, accuracy, or honesty in time reporting, whether relating to one Resource or more than one, will be considered a material breach of this Addendum.

### **7. INSURANCE REQUIREMENTS**

Supplier shall purchase and maintain the insurance coverages set out in Exhibit B of this Addendum.

### **8. COMPENSATION: RATE-BASED STAFFING SERVICES:**

Contractor agrees to pay Supplier the rates acknowledged or accepted within the VMS for all Customer-Approved billable

hours for staff augmentation services rendered by Supplier during the term of this Agreement. Fees for any renewal of this Agreement shall be as mutually agreed by both parties. Supplier Resource must enter time into the timekeeping system of record, which is the VMS, on a weekly basis or as directed by the Contractor or Customer. In the event of a conflict between the invoice and the approved time within the VMS, the approved time within the VMS shall prevail. Payment terms are as Supplier selects on the Payment Term Selection Form in the Supplier Agreement, Exhibit A or successor forms.

All services provided by the Supplier under this Agreement must be performed in a manner to reasonably satisfy the requirements set forth in each Engagement requisition. Supplier shall comply with all federal, state, local laws, ordinances, rules, and regulations applicable to Supplier in its performance of the services hereunder. Customer has the right to object to work performed by Supplier Resources and neither Customer nor Contractor will be required to pay for work found not to meet Engagement requirements.

## **9. INDEMNIFICATION**

Indemnification and Liability terms in the Lead Contract and Participating Addendum shall control any disputes relating to or arising out of this Addendum.

## **10. OWNERSHIP OF DATA**

See Lead Contract and Participating Addendum for controlling provisions regarding ownership of data and protection of proprietary materials.

## **11. TERMINATION**

This Addendum shall terminate upon the expiration or earlier termination of the Supplier Agreement. Termination of the Lead Contract or Participating Addendum shall result in the automatic termination of this Addendum (“co-termination”) effective as of the termination date specified by the Customer. Termination pursuant to this provision shall not be deemed a breach.

The Contractor may also terminate this Agreement or any associated Engagement for convenience upon written notice to the Supplier, including at the request or direction of the Customer.

### **11.1 Termination for Cause**

In the event of a material breach by either party, the non-breaching party may terminate this Addendum or any Engagement, in whole or in part, by providing thirty (30) days’ advance written notice. The breaching party shall have the opportunity to cure within the notice period. If the breach is not cured to the satisfaction of the non-breaching party, termination will become effective at the end of the cure period.

Supplier shall be deemed in breach if it fails to perform any material obligation under this Addendum, the Supplier Agreement, or any Engagement and does not cure within the applicable notice period. In the event of a critical breach affecting security, compliance, or operational continuity, including any evidence of intentional misrepresentation or fraud, the Customer or Contractor may immediately terminate the Engagement and suspend or terminate this Addendum with reduced or no notice or opportunity to cure.

### **11.2 Supplier-Initiated Termination**

The Supplier may terminate an Engagement upon written notice to the Contractor if performance would, in Supplier’s reasonable judgment, violate applicable law or professional independence obligations. Such notice must specify the legal or regulatory conflict, and Supplier shall reasonably cooperate to mitigate disruption.

### **11.3 Effect of Termination**

Termination of this Addendum shall have the effect of terminating all Engagements issued within the scope of this Addendum unless expressly excepted in writing by the parties. Upon termination of this Addendum, the Contractor and Customer shall have no further obligation to the Supplier with respect to services under the scope of this Addendum, except to pay for (i) Services rendered and accepted, and (ii) Deliverables completed and accepted prior to the effective date of termination. The parties will cooperate in good faith to determine prorated payment, if appropriate, for in-progress Deliverables not yet accepted. The Supplier shall not be entitled to payment for anticipated or lost profits.

The Supplier shall cease all performance not specifically directed to be completed in a termination notice and shall immediately return or transfer to the Contractor or Customer all work-in-progress, equipment, records, and other materials in accordance with the Return of Materials clause and applicable provisions of the Lead Contract and Participating Addendum.

In case of early termination of this Addendum or any Engagement for any reason, Contractor shall have the right, without

penalty, to engage the affected individual directly or through another approved supplier. The Supplier shall waive and release any non-compete, non-solicitation, or similar restrictive covenant it may have with such employee, subcontractor, or agent for the purpose of allowing continued performance under the applicable Engagement.

## **12. ASSIGNMENT**

Neither this Addendum nor any Engagement may be assigned by Supplier without the written consent of Contractor and Customer.

## **13. AUTHORITY**

If the party signing this Agreement is doing so as representative of either party, that person guarantees and represents that they have the express authority to bind their respective party and that entering into this Agreement does not violate the provisions of any other contract into which the Supplier has entered.

## **14. TELEWORK POLICY**

Any allowance for Teleworking must follow the Customer policy. Failure to follow the Customer policy may result in disciplinary action or termination of the Engagement.

[SIGNATURE PAGE FOLLOWING]



IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on the day and year first above written.

**CONTRACTOR**

**Computer Aid, Inc.**

Representative's Signature:

Representative's Name:

Title:

Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUPPLIER**

Representative's Signature:

Representative's Name:

Title:

Email Address:

EIN:

Date

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## **EXHIBIT A: Hourly Based Contingent Resource Staff Augmentation Services Requisitioning Process**

The following narrative describes the requisitioning process for the contract, overseen by Computer Aid, Inc. (CAI).

- Step 1:** Once the requirement is complete and approved, the CAI Contract Manager releases the requirement to the Supplier network via the web-based Vendor Management System (VMS).
- Step 2:** Supplier reviews the requirement. If the Supplier has resources who they feel fit the description of the need, they will submit their information and resumes through the VMS.
- Step 3:** The CAI Contract Manager monitors the online tool and receives all submitted resumes from the Supplier network.
- Step 4:** The CAI Contract Manager reviews the resumes and selects a group of resumes to present to the Agency Authorized User, based on skill and experience match and availability. The CAI Contract Manager then forwards the resume matches the Authorized User for review. Please note: This must happen within the required time frame identified in the contract's service level agreements.
- Step 5:** The Agency Authorized User reviews the forwarded resumes and selects an appropriate number of resources to interview.
- Step 6:** The Agency Authorized User then notifies the CAI Contract Manager of his or her selection.
- Step 7:** The CAI Contract Manager notifies the selected Supplier/candidate and coordinates interviews with the Agency Authorized User.
- Step 8:** The Agency Authorized User interviews the candidate, either by phone or in-person.
- Step 9:** The Agency Authorized User selects a candidate and provides the CAI Contract Manager with complete engagement details, including specific information on the resource, role, responsibilities, timing, and job location.
- Step 10:** The CAI Contract Manager receives the engagement information and reviews for accuracy. The CAI Contract Manager then notifies the Supplier Network that a candidate has been selected and notifies the appropriate Supplier that their individual candidate was selected. The CAI Contract Manager also ensures that all applicable background checks, drug tests, and all other on-boarding tasks are completed.
- Step 11:** The Supplier of the selected candidate notifies the candidate of selection and provides all job details to the candidate. The Supplier also assists the candidate in completing all on-boarding activities (i.e. background checks and drug tests).
- Step 12:** The CAI Contract Manager forwards the final hire details to the Agency Authorized User and the Supplier.
- Step 13:** The candidate begins work.

## EXHIBIT B: Insurance Requirements

Supplier shall purchase and maintain the following minimum insurance coverages for all work under the attached Pricing Addendum:

Type of Insurance	Limit	Endorsement*
<b>Commercial General Liability</b>	\$1,000,000 per occurrence \$3,000,000 aggregate	
<b>Worker's Compensation</b>	Per statute	
<b>Commercial Auto Liability</b> <i>(if vehicles will be utilized)</i>	\$1,000,000 combined single limit	
<b>Technology Errors and Omissions OR Professional Liability and Cyber Liability</b>	\$2,000,000 per occurrence	

\*See paragraphs below for full requirements.

- i. Commercial General Liability Insurance written on an occurrence form including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury, and contractual liability pursuant to policy terms and conditions with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Workers' Compensation covering all Supplier employees in accordance with applicable Statutory, federal or other legal requirements
- ii. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- iii. Commercial Automobile Liability, when vehicles are used in the performance of this contract, covering bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit of not less than \$1,000,000 per accident.
- iv. Technology Errors and Omissions Liability or a combination of both Professional Liability and Cyber Liability coverages as applicable with limits of not less than \$2,000,000 per occurrence. The policy must cover data breach and privacy/cyber liability including technology errors and omissions and professional liability. If coverage is written on a claims-made basis, coverage with respect to any and all work performed in connection with this Agreement shall be maintained for a period of at least five (5) years after the expiration or termination of this Agreement subject to continued commercial availability of reasonable terms and conditions.