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PARTICIPATING ADDENDUM – PADD20269711

STAFFING SOLUTIONS AND PROFESSIONAL SERVICES

Led by the **State of Minnesota**

Master Agreement #:	**#061324-AMH**
Participating Addendum #:	**PADD20269711**
Contractor:	**Amergis Healthcare Staffing**
Participating Entity:	**THE 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:

   - Temporary Healthcare Staffing Services delivered by Sunburst Workforce Advisors, operating as the Managed Service Provider (MSP) in partnership with Amergis Healthcare Staffing.
   - General Temporary Staffing including but not limited to: Administrative Support, Commercial Industrial and Professional Services.
   - 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 Minnesota and Contractor for Temporary Staffing and professional services. 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". The Idaho Division of Veterans Services and the Idaho Department of Health & Welfare are participating agencies for Temporary Health Care Staffing.

   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.

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4. Termination: The State of Idaho may terminate this PA 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. 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 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.

5. Value: The estimated value of this PA is $8,000,000.00 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 the agencies.

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

CONTRACTOR:

Name:	Amergis Healthcare Staffing
Address:	7223 Lee Deforest Drive, Columbia, MD 21046
Telephone:	
Email:	mhemelt@sunburstworkforce.com

STATE OF IDAHO:

Name:	Idaho Division of Purchasing, Contract Administration
Address:	650 West State Street, Boise, ID 83720
Telephone:	
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:**

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7.1 Governing Law & Attorney Fees: This PA shall be governed by and construed under the laws of the State of Idaho and the Parties hereto consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the PA. In the event of a legal proceeding of any kind instituted under this or instituted to obtain performance or to remedy a default under this PA, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred in connection therewith.

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 State 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 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 PA, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the PA 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 PA at the time it becomes effective.

7.4 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.

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7.5 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.

7.6 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.

7.7 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.

7.8 Assignment: This PA may not be released, discharged, changed, extended, modified or assigned in whole or in part, and no claim for additional services not specifically provided herein will be allowed by the agencies, except to the extent provided by an instrument in writing signed by a duly authorized representative of the agencies and the Contractor. 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 PA 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: Contractor shall maintain all records and documents relevant to the Contract for seven (7) years from the date of final payment to Contractor. If an audit, litigation or other action involving records is initiated before the seven (7) year period has expired, Contractor shall maintain records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later. If the existence of Contractor is terminated by bankruptcy or any other cause, all records related to the Contract in Contractor's possession shall become the property of the agencies and Contractor shall immediately deliver such records to the agencies. All records and documents relevant to the Contract shall be available for and subject to inspection, review or audit, and copying by the agencies and other personnel duly authorized by the agencies, and by federal and state inspectors or auditors. The Contractor shall make its records available to such Parties at all reasonable times, at either the Contractor's principal place of business or upon premises designated by the agencies. The Contractor acknowledges that it may have an obligation; independent of this contract, to comply with the terms of the "Single Audit Act" of 1984. Funds provided under the Contract may be used to pay for compliance with this act in proportion to other funding sources available to the Contractor for the services provided pursuant to the Contract.

Pursuant to Idaho Code section 9-355 et seq., information or documents received from the Contractor may be open to public inspection and copying unless exempt from disclosure. If the Contractor maintains an individual document is exempt, the Contractor shall clearly designate, on each exempt page, that the page is "exempt" and identify the statutory basis for exemption. The State reserves the right to confirm an exemption designation. The Contractor shall indemnify and defend the State of Idaho and the agencies 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 an individual document as exempt.

7.10 Contractor shall indemnify, defend and save harmless the State of Idaho and the agencies, its officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this contract, or arising from the Contractor, it's officers, employees, subcontractors, or agents failure to comply with any applicable state, federal, local law, statute, rule, regulation or act. This duty to indemnify, defend and hold harmless shall encompass any claims that include or allege negligence of Contractor, its agents, officers or employees other than claims which arise solely out of the negligence on the part of the State of Idaho and the agencies, and this duty shall survive the termination or expiration of this Agreement.

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7.11 Disposition of Property At the termination of the Contract, the Contractor shall comply with relevant federal and state laws, rules and regulations and, as applicable, 2 CFR §§ 200.310-316 concerning the disposition of property purchased wholly or in part with funds provided under the Contract.

7.12 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).

In no event shall any official, officer, employee or agent of the State of Idaho or of the agencies be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, the Contract, express or implied.

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

8. 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 (90) days may be denied.

9. Temporary Staffing Changes: An ordering agency may change or cancel its request for Temporary Health Care 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 rate.

9.1. An ordering agency may elect to directly hire a Contract Worker as a State employee upon the worker's completion of one (1) continuous thirteen (13) week assignment. The ordering agency shall provide the staffing supplier and Sunburst MSP with fourteen (14) days prior notice of its intent to hire.

Upon satisfaction of the assignment and notice requirements, the ordering agency may hire the Contract Worker without restriction and no conversion fee, placement fee, penalty, or other charge shall apply.

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10. 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. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State of Idaho.

    10.1 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. If such CGL insurance contains a general aggregate limit, it shall apply separately to this Contract.

        10.1.1 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).

    10.2 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).

        10.2.1 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.

    10.3 Medical Malpractice Liability. Contractor shall maintain medical malpractice liability insurance with minimum limit of $1,000,000 per occurrence and $3,000,000 aggregate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State of Idaho. Any

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available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State of Idaho.

10.4 Professional Liability Coverage. In addition to the coverage required by section 10 of the Contract, Insured/Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance covering any damages cause by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than $1,000,000.00 or the equivalent Annual aggregate limit shall not be less than $2,000,000.00.

If the Professional Liability Insurance required under this Contract is arranged on a "Claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months thereafter. Contractor shall be responsible for furnishing certification of "tail" coverage or continuous "Claims made" liability coverage for 24 months following contract completion. Continuous "Claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract.

10.5 Sexual Abuse Molestation Coverage. Contractor shall obtain and keep in force sexual abuse molestation insurance in minimum limit of $1,000,000 per occurrence.

The policy shall cover any and all claims, suits, or damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall include the cost of defense. The cost of defense shall be provided outside the coverage limit.

Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents, or injuries, or the time period, or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense. The cost of defense shall be provided outside the coverage limit. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the State of Idaho.

10.6 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.

10.6.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved

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by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

10.7 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.

10.7.1 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.

10.7.2 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.

10.8 Information Security/Cyber Liability Insurance: The Contractor must maintain Cyber Liability and Security Insurance covering personally identifiable information transmitted to, accessed, created, or stored within the Contractor's computer system or within any associated third- party's computer system with minimum liability limits of $1,000,000 per occurrence and provide coverage for the following risks (collectively, "cyber-security liabilities"):

10.8.1 Liability arising from theft, dissemination, and/ or use of personally identifiable information transmitted to, accessed, created, or stored on the Contractor's computer system or within any associated third-party's computer system;

10.8.2 Information or identity theft, misuse of, or unauthorized disclosure of personally identifiable information;

10.8.3 Spread of viruses, loss of, denial of access to, attacks on, damage to, alteration of or destruction of personally identifiable information;

10.8.4 Infringement of intellectual property, including but not limited to, copyright, trademark, multimedia/media, or trade dress infringement or violations;

10.8.5 Invasion of privacy or the unauthorized release of private information; and

10.8.6 Extortion or threats of extortion.

10.8.7 Coverage shall include a waiver of subrogation in favor of the agencies and their divisions, officers and employees for losses caused by and to the extent of Contractor's negligence. If the Contractor maintains broader coverage and/or

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higher limits than the minimums shown above, the agencies require and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

10.8.8 Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the agencies. For claims made policies the Retroactive Date must be shown and must be before the first day of the initial term of the Agreement; insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of all work under the PA; if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the first day of the initial term of the PA, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of all work under the PA.

10.9 Notice of Cancellation or Change: Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing.

10.10 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

10.11 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.

10.12 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.

11. 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

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Department shall consult with the Contractor and may at its sole discretion 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; (3) require the Contractor to subcontract all or part of the service at no additional cost to the Department; or (4) terminate the Contract.

12. 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:

Idaho Division of Purchasing

650 W State Street – Room 100

Boise, ID 83720

contractadmin@adm.idaho.gov

Idaho Division of Veterans Services

351 N. Collins Road

Boise, ID 83720

DivisionContracts@veterans.idaho.gov

Idaho Department of Health & Welfare

450 W. State Street – 9th Floor

Boise, ID 83720

JP.Brady@dhw.idaho.gov,
Cassandre.DiBonaventura@dhw.idaho.gov, Patricia.Thomas@dhw.idaho.gov

Either party may change its address by giving notice of the change in accordance with this section.

13. Attachments: **Attachment 1.** (IDVS Business Associate Agreement), **Attachment 2.** (IDVS Scope of Work), **Attachment 3.** (Position Rates), **Attachment 4.** (IDHW Business Associate Agreement) and **Attachment 5.** (Sunburst Statement of Work) are hereby incorporated into this PA in their entirety and shall have the same force and effect as if fully set forth herein.

14. 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,

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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.

15. 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.

16. 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.

17. 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 (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

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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.

18. 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.

19. 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.

    19.1 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);

    19.1.1 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;

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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;

19.1.2 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

19.1.3 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.

19.1.4 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

20. 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 working in a long-term care facility while on the agency’s property. Contractor shall be solely responsible for the cost of all identification, name tags, and staff clothing.

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21. 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.

22. Removal of Contractor's Employees: The agencies may, in its 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.

23. IDVS Criminal History Background Checks: The Idaho Division of Veterans Services require that any Contractor's personnel and approved subcontractors who may have unsupervised or direct access to a recipient of benefits from the agencies undergo a criminal history and background check. Criminal History and background check must comply with the requirements of the Criminal History and Background Check Procedures (HR-PR-03-02). The Contractor shall be solely responsible for the costs of all criminal history and background checks. If any criminal history and background check of Contractor's personnel or subcontractors contains information that, in the sole discretion of the agencies, is incompatible with the individual's access to recipients of services from the agencies may prohibit Contractor from utilizing that individual to perform services under the Contract.

    If such criminal history background check conducted by Contract or does not comply with agencies Criminal History and Background Check Procedures (HR-PR-03-02) in any manner, including but not limited to the timeliness of the check, Contractor shall be considered to be in material breach of the contract and shall be liable for and pay to the agencies the amount of any fines or penalties imposed on the agencies as a result of an inadequate or deficient criminal history background check by any state or federal authority having jurisdiction over the matter, and any costs associated therewith.

    IDHW Criminal History Background Checks: IDAPA 16.05.06 Rules Governing Mandatory Criminal History Checks -- These rules have been established to assist in the protection of children and vulnerable adults by requiring criminal history checks for individuals (Contractors,

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Contractor's employees and all subcontractors) who provide care or service that are financially supported, licensed or certified by the Department of Health and Welfare.

Contractors, Contractor's employees and all subcontractors are required to complete a criminal history and background check pursuant to IDAPA 16.05.06. Those who have had a fingerprint based criminal history background check through their employment with the Department of Education, or their employment as a law enforcement officer may be exempt from the fingerprint-based check; however, the Contractor must complete at a minimum, an Idaho name-based check through the Idaho State Police.

For information on how to obtain a Department of Health and Welfare criminal history and background check, please go to the Department's criminal history check website at http://healthandwelfare.idaho.gov/bcu or call 1-800-340-1246.

24. 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.

25. Subcontracting: 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.

26. Business Associate Agreements & Subcontractors: The Contractor shall be fully responsible for the performance, actions, and omissions of all subcontractors and subcontractor personnel, and shall ensure their full compliance with this PA, including all obligations set forth in the Business Associate Agreements (BAA) incorporated herein.

27. 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

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include data or information that:

27.1 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;

27.2 Available to the Public: Becomes generally available to the public other than as a result of disclosure by the Contractor; or

27.3 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.

28. 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.

29. Conflict of Interest:

29.1 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.

29.2 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.

30. 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, 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.

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31. 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.

    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 30	October 31st
2nd Quarter:	October 1 – December 31	January 31st
3rd Quarter:	January 1 – March 31	April 30th
4th Quarter:	April 1 – June 30	July 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.

    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.
    The administrative MSP fee charged by the Contractor id per Section 4, c., of Attachment 5.

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32. 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.

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

STATE OF IDAHO	**CONTRACTOR**
Signature: Signed by: Mike Gwinn FFCD43F9C51F454...	Signature: Signed by: Terrell Glover 1230C02C88C14C2...
Name: **Mike Gwinn**	Name: Terrell Glover
Title: **Deputy Administrator** **Idaho Division of Purchasing**	Title: Asst.Controller
Date: 8/14/2026	Date: 8/13/2026